

RULES AND REGULATIONS

Amendments

These Rules and Regulations were unanimously approved by the Executive Board at a special meeting on the _____ day of _____ 2006. (This is from the original set of Rules and Regulations, included in the offering statement, which were not signed or dated.)

November 27, 2015 – Numerous edits were made for consistency and clarification purposes including but not limited to RV parking (Section 16), trash removal (Section 18), video antennas and satellite dishes (Section 19) and modifications to Section 38(b) with respect to penalties associated with rules violations.

August 15, 2015 – Section 28, item (i) was added, as was Attachment 2 (Condominium Insurance – Unit Owner Responsibilities).

September 27, 2014 – Section 17, items (e) and (f) were modified, and Attachment 1 (Winterization Policy) was added. Section 29 was amended to reflect the new mailboxes.

February 20, 2014 – Section 3 - Included provisions for late payments, acceleration of dues, and suspension of certain rights.

The Executive Board welcomes constructive input and involvement from any unit owner. In bringing issues to the Board, unit owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all unit owners. The Board has the responsibility under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, By-Laws and Rules and Regulations.

RULES AND REGULATIONS

BEACHWOOD BAY ESTATES, A CONDOMINIUM Route 191, Cutler, Maine

Beachwood Bay Estates, a Condominium (the “Condominium”) is a private Condominium located at Route 191, Cutler, Maine. The Condominium takes pride in being a quiet, safe and enjoyable place to live, where maintenance of facilities and grounds is a high priority and where the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational By-Laws, the Condominium is a self-managing association with authority for governance vested in an elected Executive Board of the Beachwood Bay Estates Condominium Association (the “Association”). All **owners/tenants** are subject to common rules, regulations and standards of behavior. **All owners** are responsible for sharing in the policy, fiscal and managerial decisions that are necessary to insure that the Condominium remains a desirable community in which to live.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the buildings and common areas. The Rules and Regulations are the Condominium’s means to that end and focus on the permissible uses of the Condominium property. They are both general and specific and are based on condominium law, and on preferences established by the original developers and the subsequent owners of the Condominium.

In order to appreciate these rules, a Condominium owner must first:

- *Understand and support* condominium living for what it is and for what it is not. Owning a condominium and living in a condominium community offers an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominiums are not the same as apartments where you have a landlord to respond to all of your needs. It is also not like owning a single-family home with your own backyard where you are the sole decision-maker about maintenance and the use of your property.
- *Recognize that in a condominium community*, beyond the limits of one’s interior space, one’s personal preferences cannot be allowed to take precedence over the interests and needs of the group of owners at large.
- *Recognize* that as a condominium owner, you have an obligation to participate in the activities of the community. That means caring about the common areas, volunteering for workdays, working on special committees, serving on the Board and meeting your financial obligations.
- *Recognize* that no condominium owner **or their tenant(s) are** exempt from the rules and regulations of the Condominium community.

As provided in the By-Laws and in order to assure the safe and peaceful use of the Condominium’s facilities, the following Rules and Regulations have been adopted by the Executive Board. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Executive Board.

The Association shall be responsible for the payment of all Common Expenses and the members shall be individually responsible for the payment of all Unit Expenses and Limited Common Expenses for the unit owned by each respective member as such expenses are herein defined. The definitions of Common Expenses and Unit Expenses below are for administrative purposes only and shall not be meant to alter or change the legal definition of the Units, Common Areas or Limited common Areas as set forth in the Declaration.

1. **Common Expenses.** The Association shall be responsible for the payment of all common expenses which shall include, without limitation, any expenses for the maintenance, repair, renovation, alteration, improvement or replacement of the following:

(a) Grounds. The land, lawns, trees, any forested areas, signage, parking spaces as identified on the Plats and Plans, any common facilities or storage buildings, and any private roads or driveways as shown on the Plats and Plans.

(b) Systems and Utilities. Sewer Pump Station and Sanitary sewer to each unit, if any, electric distribution to each unit meter, water distribution to each unit master valve, storm and unit drainage system, water lines servicing more than one unit (in foundation, basement and exterior walls), sewer lines up to unit outlet (in foundation, basement, and exterior walls), electrical wiring from meter and serving more than one unit (in foundation and exterior walls), master electrical panel, laundry piping and valves, life safety equipment (excluding smoke detectors).

(c) Interior Structure & Fixtures. Interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

(d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attic structural elements (framing, floor and insulation), foundation walls, all floor slabs, garage slab floors, if any, exterior foundation drains, interior foundation drains, front and rear steps and railings, sun rooms (if a common element per Declaration definition and is shown on original plat, plans and Declaration square footage listing - roofing, walls, foundation, if any), and dormers (roofing and walls, if any, but excluding new dormer construction).

(e) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

2. This number omitted.

3. **Assessment Fees.** As set forth in the By-Laws of the Association, the Executive Board calculates the Assessment for Common Expenses against each Unit by dividing the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question by the number of Units in the Condominium. Assessments are due and payable in accordance with the Rules and Regulations of the Condominium.

- (a) The annual assessment against each unit can be paid in twelve monthly installments during the fiscal year. Each monthly installment is due on the 1st day of each month.
- (b) If payment is not received on or before the 15th day of any given month, a late fee of \$20.00 may be assessed against the Unit.
- (c) Upon a default by a Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such annual assessments may be accelerated at the option of the Executive Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or its representative.
- (d) As outlined in the Maine Condominium Act, the Executive Board reserves the right to suspend any right or privilege of a Unit Owner who is behind in payment of the monthly assessment fees provided that such suspension cannot deny a unit owner or other occupancy access to the unit owner's unit and cannot endanger the health, safety or property of any person. Rights and privileges that can be suspended include, but are not limited to, participation in voting at association meetings and eligibility to serve on the Executive Board of the Association.

4. **Unit Expenses.** Common expenses shall not include Unit Expenses. Each Member shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member, which shall include, without limitation, any expenses in connection with the maintenance, repair, renovation, alteration, improvement or replacement of the following:

(a) Systems & Utilities. Pipes, lines, cables and wires serving one individual unit including all valves, junction boxes and any other related components; i.e. water lines inside of unit master valve located in both interior and exterior walls and in floors; sewer lines inside of unit outlet located in both interior and exterior walls in floors; electrical wiring inside of electrical meter, located in both interior and exterior walls and ceilings and in floors; master electric circuit breaker; interior and exterior television cable including incoming service terminal; interior and exterior telephone lines including incoming service terminal; heating units, oil tanks and fuel, furnaces, propane tanks and fuel, and related pipes and fixtures serving an individual unit; internal water shutoff valves; smoke detectors; security alarms; unit dryer venting systems including piping and vents; kitchen exhaust fans; and bathroom exhaust fans;

(b) Interior Structure & Fixtures. Sheetrock on all *interior* walls; framing, and insulation; interior first floor sub-floor sheathing; interior upper floor sub floor sheathing; stair framing for any stair units; interior moldings and trim; interior doors; stair trim; wall and ceiling coverings (paint, wallpaper, furring, gypsum board and other finishing surfaces); floor coverings (carpeting and other finished flooring material including padding and additional sub-flooring); stair coverings; kitchen cabinets; built-in cabinets or fixtures; bathroom fixtures (tub, shower unit, sink, vanity and toilets); and light fixtures.

(c) **Exterior Structure & Fixtures.** Exterior unit doors (front, kitchen, garage, and patio doors); storm/screen doors; window and door glass; window, door and skylight frames, screens, thresholds and sills; decks (all components); building mounted light fixtures; sun room (all parts if the sunroom is a Unit Element or Limited Common Element as defined by the Declaration).

(d) The unit owner is liable for all damages to the common elements of the building and to damage to personal property of other unit owners caused by failure to properly maintain the above systems, utilities, structures and fixtures which are the unit owner's responsibility.

5. Right to Peaceful Enjoyment By All Unit Owners.

No unit owner shall undertake or permit activities or noise inside a building or in a limited common or common area of the Condominium that interferes with the rights, comfort, security and convenience of other unit owners. This includes actions and noise by the unit owner, family members, visitors and tenants.

6. Guests

(a) While visiting the Condominium, guests of unit owners shall abide by all aspects of these Rules and Regulations.

(b) Unit owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.

7. Board Approval and Notification.

(a) Except as otherwise allowed by the Declaration for minor alterations or renovations, all unit owners are required to obtain written approval by the Executive Board before undertaking any project involving additions (temporary or permanent), and alterations to their unit's interior, the limited common areas attached to their unit, and the structure of which their unit is a part. The Board **shall approve or disapprove such requests** based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the **next** scheduled Board meeting following submission of the written proposal and all required information.

(b) All unit owners are required to notify the Executive Board, in advance, of significant maintenance/replacement, upgrading projects being undertaken inside their unit and not involving structural change, doors, windows, skylights, etc. Such work includes but is not limited to: adding a security system, changes in flooring, replacement of bathroom/kitchen fixtures and cabinetry. The Association needs to know for insurance purposes. Aspects of the project may require compliance with **Board specifications.**

(c) Unit owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the building, common area or limited common area, etc. to its original condition.

8. Alterations and Improvements Requiring Advance Written Board Approval and/or Compliance with Board Approved Specifications, subject to the terms of the Declaration.

(a) Any alteration or improvements to a unit, to a limited common area or a common area which involves a change in structural integrity.

(b) Replacement of existing exterior doors, windows, sliding patio doors, skylights, light fixtures. These products must be approved for use at the Condominium.

(c) Replacement or addition of a Storm/Screen Door on front entrance. This must be the door approved for use at the Condominium, **which must be white.**

(d) Installation of a new Roof Skylight.

(e) Installation of a dormer or modification to an existing dormer.

(f) Installation of a door or window in a place where one does not currently exist.

(g) Any modifications or improvement to a deck or patio. All deck or patio modifications must comply with the Condominium's Deck Specifications, if any.

(h) The installation of a temporary or semi-permanent screen room or awning on any part of a deck. Such additions are allowed but must be approved for use at the Condominium.

(i) Any modifications to foundations.

(j) Any installation or modification of exterior mounted equipment, ducts, louvers, vents, etc.

(k) Removal or replacement of any plant or tree located in a common area.

(l) Addition, removal or enlargement of any garden space within a common area.

(m) Telephone wire or cable TV wire installations that require disruption of paved or lawn surfaces, drilling of new holes in buildings or running of cables/wires on exterior of buildings.

(n) Where necessary, the Board shall grant its approval based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.

(o) Unit owners who take actions without required Board approval or use products not approved for use at the Condominium will be required, at their expense, to remove all unapproved changes or additions and restore the building, common area or limited common area etc. to its original condition.

9. Additions to Structures.

(a) The existing footprint (the foundation perimeter) of building(s) at the Condominium cannot be enlarged, reduced or changed in any manner.

(b) No unit owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit, garage or deck.

10. Outside Contractors.

(a) All contractors and tradesmen employed or engaged by a unit owner to perform work in and around the Condominium structures are required to provide proof of adequate liability insurance and Worker's Compensation Insurance as required by Maine State Law, and also trade license, if required. Insurance certificates shall be provided to the homeowner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the unit owner and the Association as additional insured.

(b) Any electrical, plumbing, and heating work done in a unit must be performed by experienced, reputable tradesmen licensed and insured to perform such work in the State of Maine.

(c) The Association may require any outside contractor engaged by a unit owner to execute and deliver to the Association a mechanics lien waiver in connection with any work performed by such contractor hereunder.

11. Pets.

(a) Two (2) Household Pets per Unit are allowed without the consent of the Executive Board. This does not count permanently caged birds, reptiles, or small mammals such as hamsters and gerbils. Unit owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the unit owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.

(b) All pets must be licensed and inoculated as required by law, and owners must comply with local ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.

(c) No pet is allowed outside of its unit except on a leash and under the control of a responsible person.

(d) Owners are responsible for the daily removal of pet wastes.

(e) Damage to common area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Associations. The Association shall have the right to assess the unit owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

(f) No animal shall be permitted to bark, meow, or make other noises as to unreasonably disturb neighbor's rest or peaceful enjoyment of their unit or the common area.

(g) Unless otherwise authorized by the Executive Board, no animal may be tied or leashed outside the unit at any time, exterior pet runs of any type are not allowed at the Condominium.

(h) The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets (excepting, however, that each owner shall always be permitted to keep a minimum of two (2) household pets), size, and specie, to establish additional behavior requirements or rules regarding the restraint or leashing of animals, and to expel any offending animals from the Condominium.

12. Children.

(a) There is no common area at the Condominium designated exclusively as a play area for the use of children but reasonable play activities by children are welcome, preferably on lawns in the rear of their building.

(b) Permanently installed exterior play equipment is not allowed at the Condominium.

(c) Temporary, moveable exterior play equipment (swing sets, slides, playhouses, pools, etc.) is permitted but must be stored inside **or in limited common areas (i.e. deck) daily** when not in use.

(d) Toys, bicycles, wagons, etc. are to be stored inside **or in limited common areas (i.e. deck) daily** when not in use.

(e) The activities of children shall be under the control of a responsible person **at least 13 years of age** at all times.

(f) No play activity at a noise level which prevents other residents from the quiet and peaceful enjoyment of their home is permitted.

13. Driveway and Parking Control.

(a) Although the Condominium's **roads and overflow parking areas are private condominium property, all accepted and legal rules of the road apply to drivers and pedestrians.**

14. Garages. The following shall be applicable to Units with garages, if any:

(a) Garages are for the storage of legally registered vehicle and moderate amounts of personal property.

(b) Garages should be kept in an orderly and safe condition. It is the unit owner's responsibility to insure that no potential fire or safety hazard exists in this area.

(c) Garage space cannot be altered in any way and is not to be used for any living or business activity.

(d) **No automobile repair maintenance (oil changes, engine overhaul, body work) is allowed in a garage or anywhere on the Condominium property. Handwashing of resident-owned vehicles is permitted.**

(e) Garage doors should be kept closed as much as is practical in order to maintain the good appearance of the area.

(f) Maintenance and replacement of electric garage door openers is the responsibility of the unit owner.

15. Automobile, SUV, Van, Pickup Parking.

(a) All unit owners should maintain sufficient space in their garage and/or driveway area to park their primary vehicle(s).

(b) Parking or driving of **all** motorized vehicles on lawns is prohibited.

(c) Additional automobile parking is available at the Condominium. These areas are on a first come first serve basis. There is no exclusive right to their use.

(d) Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.

(e) Recreational vehicles, boats, campers, trailers, etc. shall not be left in a driveway or automobile parking area on an extended basis **(7 or more days)** without the consent of the Board.

(f) **No vehicle repair or maintenance of any kind is allowed in any area at the Condominium, except the handwashing of resident-owned vehicles in the resident's driveway.**

(g) All vehicles on the premises of the Condominium are there at the owner's risk and the Association is not responsible for damages.

16. Recreational Equipment (RV's, Camper Trailers, Boats, Equipment Trailers).

(a) The Condominium has no area designated for the **long-term or seasonal** parking of wheeled recreational equipment and large vehicles. Parking of such vehicles on within the Condominium is prohibited **except for those driven by visitors for short stays (7 days or less). Such vehicles must be parked in the visited unit's driveway or other authorized parking area.**

17. Stormy Weather

(a) The Board and the snow removal contractor make every effort to insure that snow is cleared from paved areas and common sidewalks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable. Removal of snow and ice from individual unit walkways and driveways is the responsibility of the owner or tenant, unless otherwise determined by the Association. The Association shall have the right (without any affirmative obligation), as necessary for maintenance purposes to prevent any damaging accumulations of snow or ice, to remove snow and ice from decks and patios.

(b) All owner/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.

(c) In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the unit owner/tenant.

(d) Installation of a generator or other auxiliary emergency heating/power devices requires the prior approval of the Board. Installation must be done by a contractor who is licensed under Maine law. The contractor must provide proof of adequate insurance as required above.

(e) Unit owners are responsible for complying with the Winterization Policy, which is included as Attachment 1.

(f) Unit owners who are away for extended periods of time, particularly in winter, are responsible for arranging with someone to have their unit checked periodically to insure that all systems are operable and no storm or cold weather damage has occurred. It is essential that a member of the Board be notified of who has this responsibility and who has access to the unit.

18. Household Trash.

(a) Garbage and household trash shall be kept in closed containers inside the owner's unit or in such other area designated by the Board.

(b) Owners/tenants are responsible for insuring that accumulated trash does not create a nuisance in regards to odor, cleanliness, bug infestation, or neatness.

(c) Trash removal services are ultimately the responsibility of the unit owner. As a convenience, the homeowners association may provide dumpster or curbside pickup, whichever is the most economical and practical. If trash removal services are provided for the Condominium, it is only for the removal of routine household trash.

19. Video Antennas and Satellite Dishes.

(a) Video antennas and satellite dishes may be installed on the common and limited common areas of structures including roofs and exterior walls but structural integrity and safety must be maintained.

(b) The placement must be approved by the board, through the site manager, and where possible will be limited to the rear of buildings.

(c) Video Antenna and Satellite dishes may not be installed in common ground areas nor in any location accessible to children or subject to damage by vehicles or other equipment.

(d) Only satellite dishes that are less than one meter (39.37") in diameter are permitted to be installed at the Condominium.

(e) Installation of video antennas and satellite dishes shall be in compliance with local and state laws.

20. Air Conditioners.

(a) Unit owners may install window-mounted air-conditioners, provided that no owner may install more than two (2) such air conditioners without Executive Board approval.

(b) Window air conditioners shall be installed in a rear or side window, not in the front of the building.

(c) If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal.

(d) The air conditioner may remain in place from April through November and must be removed during the winter months.

(e) The unit owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

21. General Hazards and Liability of Unit Owners.

(a) Nothing shall be done, kept in any unit or in any part of the Common or Limited Common Areas which will cause an increase in the insurance premium for the property without the prior written consent of the Executive Board. No unit owner shall permit anything to be done, kept in the unit or in the limited common or common areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.

(b) Unit owners shall be liable for the expense of maintenance, repair or replacement of any damage to the common or limited common areas or to another unit caused by such unit owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

22. Hazardous Materials.

(a) It is strongly recommended that unit owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, unit owners are responsible for appropriate and lawful storage, safekeeping and disposal.

(b) Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.

(c) Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

(d) Spills of fuel oil, kerosene, other hazardous or polluting substances inside a unit, or on any common or limited common area (paved or otherwise) shall be reported immediately to the Executive Board.

(e) All removal, remediation and restoration costs associated with a hazardous material spill caused by a unit owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the unit owner.

23. Heating Equipment and Chimneys.

(a) Unit owners are responsible for insuring that individual furnaces and other heating devices are in the proper condition to provide sufficient heat through the winter months.

(b) Unit owners with individual unit Monitor or similar kerosene heaters should be aware that if snow blocks the air intake/exhaust fitting (usually located at front of unit) or this fitting is damaged, the heater will cease to operate. The unit owner is responsible for keeping snow away from this fitting and insuring that it is not damaged.

24. Woods and Lawns.

(a) All lawns and vegetated areas at the Condominium are common areas and under the control of the Association.

(b) Existing trees within lawn areas cannot be pruned, removed or replaced or new ones added without permission of the Association.

(c) All personal property (equipment, games, toys, furniture, etc.) will be removed from a lawn or vegetated area after its use and stored in a limited common area or the unit daily.

(d) No temporary, semi-permanent or permanent structures (tents, play equipment, screen rooms, etc.) are allowed on any common area.

(e) Lawn maintenance by anyone other than the Association's landscapers is prohibited, unless otherwise approved by the Executive Board. Approval does not prevent the contracted mowing firm from mowing any common area if, in his judgment, a mowing is required.

25. Ornamental Landscaping.

(a) Any garden beds **around** a building and any shrubs contained in them are common area and under control of the Association.

(b) Existing plants cannot be removed or replaced or new ones added without permission of the Association.

(c) Window boxes and planters of any type shall not be placed in the front or side of any building.

(d) The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from the ornamental planting area in front of or on the side of each unit. These items are to be considered part of the personal property of a unit (non-permanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sale Contract.

26. Personal Gardens.

(a) Flower boxes, pots, and other plant containers are limited to decks, patios, or deck railings.

(b) Personal gardens and plantings are allowed with the approval of the Executive Board.

(c) Approved personal gardens are the sole responsibility of the unit owner and/or tenant. The unit owner shall assume all expense for plantings and continued maintenance.

(d) If any unit is sold where a personal garden has been established by an owner of tenant, it will be the *unit seller's* responsibility to restore the bed to its original grassy area or to leave funds in escrow at closing for the Association to restore the area. The only exception to this would be if the *unit purchaser* notifies the Association in writing that he/she would continue to maintain the garden bed.

(e) The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from their personal garden area. These items are considered part of the personal property of a unit (non-permanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sale Contract.

27. Exterior Decorations.

(a) Tasteful holiday decorations are allowed on the exterior units, and must be of a size and style compatible to the Condominium's building décor. Simple lighting can be strung on bushes in front of a Unit. No lighted decorations can be attached to the building. No large freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

28. Decks, Patios and Privacy Fences.

(a) Decks, patios and porches (“decks”) are designated limited common areas for the specific use of the unit owner/tenant. The land on which a deck sits is common area of the Association and under the control of the Association.

(b) Decks at the Condominium are to remain decks and shall not be walled in, roofed over or in any way turned into a building of any kind.

(c) Repairs or modification to a deck (including enlargement) requires compliance with the Condominium’s Deck Specifications, if any, and advance approval of specific plans by the Executive Board.

(d) Unit owners/tenants are responsible for regularly clearing their decks of snow to prevent damage to the deck and to the adjoining building structure.

(e) Decks shall not be considered additional storage space for the unit owner’s personal property.

(f) Decks and the personal property used in the enjoyment of the deck shall be kept in a neat and orderly condition at all times.

(g) Hot tubs or any similar devices are not allowed on any common or limited common area.

(h) The Association may adopt Deck Specifications for the Condominium to provide for additional rules and regulations concerning decks.

(i) No gas/charcoal grills or cooking stoves of any kind are permitted on porches and/or decks attached to the units.

29. Mailboxes.

(a) Each unit has a mailbox located on or near its street, with a box number corresponding to the unit number.

30. Signs.

(a) Subject to the terms of the Declaration, no business, political or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium, except as approved by the Executive Board.

31. Tag Sales.

(a) No unit owner shall hold a garage (tag) sale or outside sale of any kind without the approval of the Executive Board.

32. Solicitation.

(a) There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

33. Information and Emergency Contact.

(a) Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.

(b) All unit owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the unit.

(c) Unit owners who are away for extended periods of time, either on vacation or because of seasonal use of their Condominium unit, are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to insure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who have this responsibility and who has access to the unit.

34. Insurance.

(a) Each Condominium owner and tenant is responsible for obtaining insurance coverage for personal property and liability.

(b) Many insurance companies doing business in Maine offer specific policies for condominium owners and renters. Unit owners and renters should consult with their insurance agent to design a policy to meet their needs.

(c) A typical condominium policy may include coverage for:

- Building Property: items of real property which pertain directly to your unit and may include alterations and permanent installations.
- Personal Property: items owned by the insured and structures not permanently attached to the unit.
- Personal Liability: covers claims brought against the insured for damages because of bodily injury or property damage.

(d) The Condominium maintains a master policy to cover losses sustained in common areas and structural systems. If you suffer a loss that you believe should be claimed against the Association policy, you should do so through a member of the Condominium Executive Board. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

35. Access to Units For Repair And Emergency.

1. The Association has the irrevocable right, to be exercised by the Executive Board (or agent as directed), to enter a unit from time to time during reasonable hours as may be necessary for the inspection, maintenance or replacement of any of the common or limited common areas, facilities or systems therein or accessible therefrom.

2. The Association has the irrevocable right, to be exercised by the Executive Board (or agent as directed), whenever deemed necessary and regardless of whether the owner is present or not, to enter a unit for the emergency inspection and repair therein necessary to prevent damage to the common areas, facilities and systems or to another unit or units.

3. In order to facilitate entry in the case of an emergency or absence, the unit owner, if required by the Board, shall provide a working key to the dwelling to a neighbor or to a Board member.

36. Short-Term or Long-Term Rental of Condominium Units

1. Unit owners who wish to rent their property must use a standard lease form, approved by the Executive Board, and must require tenants to show proof of contents insurance.

2. Unit owners must not suspend their own condominium owner's insurance policy during the period of rental.

3. Unit owners who rent their property to another for any period of time must obtain a written acknowledgment from the tenant that they have been given a copy of the Condominium's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Executive Board (or agent) prior to occupancy.

4. Regardless of the terms of rental, the timely payment of unit monthly fees and special assessments during the rental period remains the responsibility of the unit owner. In the event of non-payment, regardless of who should be making payments, the unit owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

37. Procedures.

(a) Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) shall be communicated to a Board member (or agent) immediately.

(b) Work request, suggestions or complaints to the Board shall be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.

(c) Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.

(d) A group of unit owners seeking to make a joint work request, suggestion or complaint shall designate a spokesperson for communications with the Board.

38. Violations of Rules and Policies Including Financial Obligations.

(a) When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the unit owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.

(b) In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.

(1.) For continued violations of a specific rule for which a warning letter was issued, an initial fine of \$25 shall be assessed on the next condo invoice.

(2.) For additional or continuing violations of the specific rule, subsequent \$50 fines shall be assessed on future invoices. However fines shall not be assessed more frequently than 7 calendar days. Fines shall continue until the violation ceases.

(3.) Owners shall be invoiced for fines assessed due to the behavior of tenants. Owners are responsible for seeking any repayment of assessed fines from tenants.

(4.) Failure of owners to pay assessed fines shall cause the association to seek judgement through court actions. All legal costs for such actions will be invoiced to the owner.

(c) Any unit owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.

(d) All unit owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an owner is liable, and unpaid financial obligations *may become a lien against the violating Owner's Unit* if not satisfied in a reasonable period of time.

Attachment 1 - Winterization Policy

The following are requirements and recommendations for maintaining units that are left unoccupied during the winter months. Freeze-ups can be avoided by taking the following steps:

Required Steps for Units Left Vacant During Extended Periods of Time in the Winter:

- Set the second story thermostat to 52 degrees and the first floor at 50 degrees.
- Shut off the domestic water if possible. This may not prevent frozen pipes but it will significantly reduce the damage to your home should a pipe freeze.
- To prevent exterior faucets from freezing, each faucet should be shut off from the inside of the home, as well as any water drained from the pipe by opening faucet.
- Leave bathroom and kitchen cabinet doors under sinks open to allow air circulation.
- Arrange for someone to check in at least weekly during extended periods. Provide the BBE Executive Board with the name of phone number of your caretaker.

Required Steps for Units Left Vacant Over the Entire Winter:

- The BBE Executive Board recommends a licensed plumber or expert to winterize your property. This includes draining the domestic water system, opening the sink(s) and shower(s) valves, toilet draining, washer, ice maker.
- Contact your heating service company to check on anti-freeze levels in the system. If you are keeping the heating system operational set the thermostat at 52 degrees upstairs and 50 degrees downstairs.

Other Considerations/Suggestions Regarding Your Absence in the Winter:

- Vents covers installed for crawl spaces
- All outside furniture carefully stowed away
- Storm windows pulled down
- All windows locked
- All outside doors locked
- A space key given to your caretaker
- Phone number provided to the BBE Executive Board or Managing Agent where you can be reached
- Make sure no garbage is left in garage and all garage doors are locked
- Leave some blinds partially open, especially on south facing sides of the home to allow for solar heating
- Do a final walk-around the property prior to leaving to ensure everything is secured

Attachment 2 - Condominium Insurance - Unit Owner Responsibilities

The Condominium Association maintains an insurance policy that covers loss or damage to the common property of the condominium. It does not cover personal property or liability of the unit owner. The Condominium Association is the policyholder, not individual unit owners.

Owner Duties in the Event of Loss or Damage

- Notify the police if a law has been broken.
- Take all reasonable steps to protect the property from further damage, and keep a record of any expenses you incur to protect the property.
- Report the damage to condominium management or the Executive Board **immediately**. Management will report the loss to the insurance company, file all necessary claim forms, and keep the owner advised of the settlement process.
- Do not begin to repair or replace damaged property unless and until authorized by condominium management. Doing so may affect our ability to receive benefits under the policy.
- Provide a description of when, how, and where the damage occurred.
- If requested, provide a complete list of damaged and undamaged property.
- Permit the insurance company to inspect the property.
- Cooperate with the insurance company on the investigation and settlement of the claim.

Condominium Policy Deductible

The condominium policy contains a deductible. Depending on the circumstances of the loss, the deductible may be assessed against the unit owner.

Winterization Policy and Insurance Coverage

The condominium in recent years has experienced several instances of frozen water pipes. Management has developed a detailed winterization policy that provides steps to be followed to minimize the likelihood of damage from freezing. This policy was incorporated into the Rules and Regulations in the fall of 2014. *Failure to follow this policy will be considered negligence and may affect coverage for the unit.*

Condominium Owners Insurance

Condominium documents require owners to obtain insurance on their unit for damage to personal property and liability. Many condominium policies also provide coverage for loss assessments and for the COA policy deductible. It is particularly important for owners who rent their units to have adequate coverage. Owners should consult with their insurance agents to assure their coverage is appropriate.

The insurance company has informed us that Maine state insurance statutes provide the following: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.