

RULES AND REGULATIONS

RESIDENCES AT BETHEL STATION CONDOMINIUM OWNER'S ASSOCIATION

The residences at Bethel Station Condominium (the “Condominium”) is a private condominium located at 23 Cross Street, Bethel Maine, consisting of thirty-eight (38) residential condominium units, and one (1) commercial pad site. By virtue of the original Condominium Declaration and organizational Bylaws, the Residences at Bethel Station Owners’ Association (the “Association”) is a self-managing association with authority for governance vested in an elected Board of Directors (the “Board”) All owners are subject to common rules, regulations and standards of behavior.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the building 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 developer and, if amended, the subsequent owners of the Condominium.

In order to properly appreciate these rules, a Unit Owner must first:

- Understand and support condominium living. Owning a unit in a condominium and living in a condominium community may offer an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominium units are not the same as apartments where you have a landlord to respond to your needs. It is also not like owning a single-family house 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 unit owner, you have the obligation to participate in the activities of the community. This means caring about the common areas, volunteering for certain responsibilities, serving on the Board and meeting your financial obligations.
- Recognize that no condominium unit owner is exempt from the rules and regulations of the Condominium community.

As provided in the Bylaws 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 Board of Directors. 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 Board of Directors.

1. Definitions; Interpretations: The following terms shall have the meanings set forth below:

- a. "Building" means the building and related structure included in the Condominium as more particularly described in the Declaration.
- b. "Board" means the Board of Directors of the Residences at Bethel Station Condominium Owners' Association, as duly appointed or elected pursuant to the Declaration and Bylaws.
- c. "Bylaws" means the Bylaws of the Residences at Bethel Station Condominium Owners' Association from time to time in effect.
- d. "Condominium Documents" mean the Declaration, the Articles of Incorporation of the Residences at Bethel Station Condominium Owners' Association from time to time in effect, and the By-laws.
- e. "Declaration" means the Declaration of Residence at Bethel Station Condominium dated _____ and all amendments thereof now or hereafter in force.
- f. "Property" means the Land submitted to the Condominium Declaration, the Building and all improvements, easements, rights, privileges and appurtenances, all as more particularly described in the Declaration.
- g. "Pad Site" means the part of the Property located in the Approved Municipal Site Plan, designated for Commercial Use.
- h. "Resident" means any person lawfully residing in a Unit with Unit Owner or a Tenant in accordance with the Declaration, the By-laws and these Rules and Regulations.
- i. "Tenant" means the party or parties designated as such in a notice of leasing of any Unit in the Condominium filed with the Association as required by Article 7/4 of the Declaration or any other non-Owner occupants of a unit not occupied by the Unit Owner.

Capitalized terms not defined herein shall have the meanings provided in the Declaration and the By-laws. In the event of any conflict between any term or provision, the terms and/or provisions of the Declaration and the By-laws shall have precedence over the Rules and Regulations.

All Unit Owners, Tenants and Residents and all guests of invitees of Unit Owners, Tenants and Residents shall comply with the following Rules and Regulations regarding the operation, use and occupancy of the Units and the Common Elements. Unit Owners are responsible for making their Tenants, Residents residing in their Unit, guests and invitees aware of these Rules and Regulations and assuring their compliance.

2. Right to Peaceful Enjoyment By All Unit Owners; Use:

- a. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.
- b. No Unit Owner, Tenant or Resident of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or Common Elements, or which creates or results in a hazard or nuisance on the Property.
- c. No device which vibrates in such a manner as to unreasonably cause annoyance to any other resident of the Building or cause structural damage to the Building shall be installed or placed on the floors, walls or ceiling of any Unit.
- d. No Unit Owner, Tenant or Resident or guest or invitee of a Unit Owner, Tenant or Resident shall make or permit any noises or activities in the Building which shall unreasonably interfere with the rights, comforts or convenience of other Unit Owners, Tenants or Residents. The volume of any radio, television, musical instrument or other sound producing device shall be sufficiently reduced at all times so as to not unreasonably disturb other occupants of the Building.
- e. No Unit Owner, Tenant or Resident or guest or invitee of a Unit Owner, Tenant or Resident shall smoke any tobacco product, or other plant product utilized by burning (cannabis, legal or not), or burn similar products that emit smoke, carcinogens and/or toxic chemicals anywhere on the property; without limiting the generality of the foregoing, smoking and similar practice is prohibited within each Unit, and upon the Common Elements and Limited Common Elements of the Property, including but not limited to the halls, stairs, garage/parking, storage areas, entrances, driveways, lawn, patio and within eight (8) feet of any entrance to the Building.
- f. Except for the Padsite located in the Approved Municipal Site Plan, Units are restricted to residential use. No Unit shall be used other than for purposes of the Unit Owner and Tenants or Residents. However, one home occupation which meets all of the provisions of the Declarations and these Rules and the Town of Bethel Land Use Ordinance may be permitted in each unit to the extent otherwise allowed by all applicable town ordinances and applicable state and federal law, as long as applicable ordinances would not require additional parking to be provided either on-site or off-site as a result of the home-occupation use. No visible advertising related to industry, business, trade, occupation or profession is permissible except as allowed in compliance with the Declaration, including but not limited to Sections ____ and ____.

3. Alterations, Improvements and Structural Changes:

- a. No Unit Owner, Tenant or Resident may make any improvements or alterations or do any work whatsoever in any Unit which would impair the structural integrity of mechanical systems of the Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the property.
- b. No Unit Owner, Tenant or Resident may alter any Common Element, construct upon or remove anything from a Common Element, paint or otherwise change the exterior appearance of the Unit (Including, but not limited to, the exterior surfaces of doors) or any other portion of the Condominium without the prior written approval of the Board of Directors.
- c. Except as Otherwise allowed by the Declaration, all Unit Owners are required to obtain written approval from the Board of Directors before undertaking any project involving alterations to the Unit which may affect the structural integrity or mechanical systems of the Unit or Building, or alterations to a Limited Common Element allocated to their Unit, or alterations to any Common element. The Board may grant approvals based on a review of a written, detailed proposal submitted by the Unit Owner and, possible, inspection of the property and/or additional discussion with the Unit Owner. For proposed changes which may affect the structural integrity of the Unit or Building, the Board may require the Unit Owner to supply a report from a duly licensed engineer certifying that the proposed change will not affect the structural integrity of the Unit or Building. 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.
- d. Unit Owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the Building, Unit, Common Element or Limited Common Element etc. to its original condition.
- e. Alterations and improvements which require prior written Board approval, which approval may very well not be granted and/or which may be prohibited by the Declaration unless duly amended, include all those alterations described above, and the following:
 - i. Any Alteration or improvements to a Unit, Common Element or Limited Common Element which alteration and/or improvement involves a change in structural integrity of or mechanical systems.
 - ii. Replacement of existing windows or the exterior door to the Unit.
 - iii. Installation of a video antenna, satellite dish, radio or television aerial, or similar device attached to, placed on, or hung from the exterior of the building.
 - iv. Installation of a door or window in a place where one does not currently exist.
 - v. Any modifications to foundations or chimneys.
 - vi. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, awnings, etc.
 - vii. Removal or replacement of a any tree or plant in a common area³Addtion, removal or enlargement of any garden space within a common area.

- viii.** Any installation of telephone wire or cable TV wire that require destruction of paved or lawn surfaces, drilling of new holes in Buildings or running of cables/wires on exterior of buildings.

4. Additions to Residential Structure: The Padsite is excluded from this restriction but is subject to approval by the Declarant for any and all modifications or building proposals.

- a. The Existing footprint (the foundation perimeter) of the Condominium Building 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.

5. Outside Contractors:

- a. All contractors and tradespeople employed or engaged by a Unit Owner to perform work in and around the Condominium Structure are required to provide proof of adequate liability insurance and Workers Compensation Insurance as required by Maine State law. Insurance certificates shall be provided to the Unit Owner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the Unit Owner and the Condominium Association as additional insureds.
- b. Any electrical, plumbing and heating work done in a unit must be performed by experienced, reputable tradespeople licensed and certified to perform such work in the State of Maine.
- c. The Association may require an 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.

6. Household Pets:

- a. No animals, birds or reptiles of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that orderly dogs under fifty (50) pounds as demonstrated by veterinarian records, cats or other household pets, not to exceed in aggregate total of two (2) per Unit (except aquarium fish which are not so limited in number), may be kept in a Unit, subject to regulation of the Board. Additional numbers of such pets may be kept in a Unit, subject to regulation of the Board, subject to compliance with the Declaration, Bylaws and these Rules and Regulations. Dogs which have not been demonstrated by veterinarian records to be under fifty (50) pounds shall be permitted only with the approval of the Board, which may attach such conditions as it deems appropriate, and subject to compliance with the Declaration, Bylaws and these Rules and Regulations. No animals are permitted for guests, visitors or Tenants with a lease term of less than one (1) year.

- b. A pet permitted pursuant to (a) above may be maintained in a unit so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, meowing, or scratching such that it disturbs another Unit Owner's rest or quiet enjoyment of his or her Unit; unhygienic offensiveness; causing repeated damage to the landscaping or other Common Elements; or a per owners' repeated failure to comply with these pet rules.
- c. All pets must be registered and inoculated as required by law.
- d. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- e. When upon the Common Elements of the Property, pets must be confined in a container, or leashed on a leash which does not exceed six (6) feet in length, and, in either case, attended by a responsible person.
- f. Owners of pets which enter upon the Common elements must promptly clean up the pet's droppings.
- g. Unless otherwise authorized in advance in writing by the Board of Directors, no animal may be tied or leashed outside any unit at any time and exterior pet runs of any type are not allowed at the Condominium.

7. Parking and Storage:

- a. All personal property placed in any portion of the Building or any place appurtenant thereto, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property, the Board of Directors and the Association shall not be considered a bailee of any personal property of Unit Owners stored in the parking spaces, or any other common elements or limited common elements.
- b. The Limited Common Element parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a gross vehicle weight of less than 6,000 pounds. No buses, trucks with a gross vehicle weight in excess of 6,000 pounds, trailers, boats or recreational vehicles shall be parked in the Limited Common parking area. All vehicles must have current license plates and be in operating condition. Temporary vehicles (rentals, visitors, etc.) must display a valid and current registration and inspection from a state motor vehicle agency. Car repairs shall not be done on any portion of the Property.
- c. Storage of any items is limited to the interior of each Condominium Residences. Storage is restricted from the following spaces/areas:
 - i. Unit patio/gardens.
 - ii. Balcony decks.
 - iii. All common spaces (including area behind Condominium Residences).
 - iv. Parking area and driveway.

- d. All Unit Owners shall observe and abide by the Association. Vehicles parked in violation of any such regulation may be towed away at the Unit Owner's sole risk and expense. Condominium Residences units are assigned (by deed):
 - i. One (1) parking area, for two (2) vehicles back-to-back in the paved parking area and assigned as per Declaration and Approved Municipal site plan.
 - ii. Six (6) of the ground floor units (#111, 113, 115, 101, 103, & 105), are assigned (by deed) two (2) spaces; a parking area accessing and adjacent to the indoor parking garage that is part of the deeded Unit.
 - iii. Commercial Pad site is assigned _____ of spaces adjacent to the pad site development as per recorded Approved Municipal Site Plan.
 - iv. Owner guests are permitted to use available Owner's designated parking space subject to the restrictions herein. Owners shall notify the Property Manager (or assignee) of any unauthorized vehicles parked in their space. The Property Manager (or assignee) shall coordinate towing of unauthorized vehicles.
 - v. Owners shall notify Property Manager (or assigned) if any vehicle is expected to be parked in the space for more than seven (7) consecutive months.
 - vi. Owners shall temporarily relocate vehicles to accommodate snow removal operations. Owners may provide permission to Property Manager to move vehicles that are not otherwise arranged to be moved. Otherwise vehicles are subject to towing by the Property Manager. Owners are responsible for paying all towing and storage fees for vehicles that are towed by the Property Manager.
- e. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any members of their family, tenants, guests, invitees or licensees shall be properly parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the association against any liability which may be imposed on the Association as a result of such illegal or improper parking or abandonment and any consequences thereof.
- f. No bicycle, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in common areas of the Building, stairs, hallways, parking areas, sidewalks or lawns or elsewhere on the Common Elements, except with the prior consent of the Board. Bicycles may be left in areas designated for bicycle storage by the Declaration or the Board.
- g. Nothing shall be stored upon or obstruct any of the Common elements, including stairways and hallways, except in those areas, if any, designated for storage by the Declaration or the Board.
- h. No Garbage, trash, bottles or similar items may be stored on the exterior of the building, except in areas and containers designated by the Board of Directors.

8. Stormy Weather/Snow Removal:

- a. In accordance with the Declaration Section _____ the Association is responsible for ensuring that: (1) snow is completely removed from the driveway travel aisle within 24 hours of the end of each snowstorm to facilitate access to and from the parking spaces; and (2) removed snow is either stored in a snow storage area or removed from the site. Unit Owners must cooperate with the Associations snow removal contractor to allow for the required snow removal. Cars that are left in the driveway travel aisle or other wise interfere with snow removal in violation of Association parking regulations may be towed by the Board of Directors or its designee, at the sole risk and expanse of the Unit Owner.
- b. During winter months, the Unit Owner is responsible for ensuring that sufficient heat is maintained within the Unit (at least 55 degrees) to prevent pipes from freezing and damaging the Owner's Unit, or any other Unit and the Common Elements. The Unit Owner is liable for damage to the Common Elements or to other Units, damage to personal property, and damage to heating equipment caused by the Unit Owners failure to maintain adequate heat.
- c. Unit Owners who are away for an extended periods of time, particularly in winter, are responsible for arranging with another Unit Owner or contractor to have their Unit checked periodically to insure that all systems are operable and no storm or cold weather damage has occurred, and for making arrangements to allow for plowing of the lot. It is essential that the Board be notified of who has this responsibility and who has access to the Unit and how to contact those people.

9. Household Trash:

- a. All trash and recyclable items shall be placed in appropriate Common area outside covered waste containers. Recycling is encouraged by the Condominium Association. Association is responsible for trash and recyclable items removal. All individual Unit waste and recycling containers must be stored inside of the Condominium Residences units (no outdoor storage).
- b. No garbage, trash or recycling shall be places on any common element or limer common element except in locations and containers designated by the Board. All garbage, waste and recycling shall be handled in accordance with Town of Bethel waste removal regulations. Owners shall abide by all Association and contractor regulations pertaining to storage and collection. Individual Owners are responsible for the additional cost of disposal of excessive quantities of garbage and/or trash.

10. Air Conditioners

- a. Each Unit is equipped with Central Air conditioning.
- b. No window unit air conditioners allowed.

11. General Hazards and Liabilities of Unit Owners:

- a. Nothing shall be done or kept in any Unit or in any part of the Common or Limited Common Elements which shall increase the rate of insurance for the Property or any part thereof.
- b. No Unit Owner, Tenant or Resident shall permit anything to be done or kept in the Unit or in the limited common or Common Elements which will result in the cancellation of insurance on the property or any part thereof or which would be in violation of any law, regulation or administrative ruling.
- c. The Unit Owner of each Unit, and the Tenant of such Unit, if any, shall be responsible for maintaining such Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary conditions.
- d. No Unit Owner, Tenant or Resident of a Unit shall sweep or throw or permit to be swept or thrown from any such Unit, any dirt, debris or other substance.
- e. Unit Owners shall be liable for the expense of maintenance, repair or replacement of any damage to the Common or Limited Common Elements or to another Unit caused by such Unit Owner's act, neglect, or carelessness or that of their Tenants, Residents, guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or misuse of a unit.

12. Hazardous Materials:

- a. No Unit Owner, Tenant or Resident may use, or store upon the Property or transport to the Property hazardous, toxic, dangerous, radioactive, noxious or unhealthful materials, substances, objects, gases and/or wastes, or any chemical or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which may pose a hazard to or be injurious to the health or safety of the occupants of the individual units the Building, or the neighborhood in which the Property is located. Any Unit Owner, Tenant or Resident who uses or brings upon the premises hazardous materials despite foregoing shall be solely responsible for all costs incurred or expended by the Association and/or any other Unit Owners, Tenants or Residents for the removal of all hazardous materials from the premises and for the remediation of the common areas or of any other Units, and shall be solely responsible for any and all liabilities, claims, penalties, expenditures and losses that are or may become due from the Association in connections with or arising directly or indirectly out of the Unit Owner's, Tenant's or Resident's or their guests', invitees' or agents' use or possession of any such hazardous materials.
- b. If despite the foregoing hazardous materials (including those listed above) are brought to Property, they must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.
- c. Spills of hazardous and/or polluting substances inside a Unit, or on any common or limited common area (paved or otherwise) shall be reported immediately to the Board. All removal, remediation and restoration costs associated with hazardous material spill caused by a Unit Owner, tenant, Resident, guest, employee, hired contractor or other representative shall be the responsibility of the Unit Owner.

13. Heating Equipment and Chimneys:

- a. Unit Owners may not install any fireplace or stove in the Unit which is designated to burn coal, wood, pellets or any other material.

14. Yard, Lawn and Trails:

- a. All lawns and vegetated areas at the Condominiums are common areas and under the control of the Association.
- b. No temporary, semi-permanent or any permanent structure (tens, play equipment, screen rooms etc.) are allowed on any common area, except in such areas as may be designated by the Board.
- c. Lawn maintenance by anyone other than the Associations landscapers is prohibited, unless otherwise approved by the Board of Directors.
- d. Any garden beds and any plants and shrubs contained in them are common area and under control of the Association. Existing plants cannot be removed or replaced, or new ones added without permission of the association.

15. Expenses

- a. 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 for the unit owned by each respective member as such expenses are herein defined. The discussion of Common Expenses and Unit Expenses in paragraphs 16 and 17, below, are summary in nature and for illustrative purposes only and shall not alter or change the legal definition of the Units, Common Elements or Limited Common Elements as set forth in the Declaration, to which reference shall be had for more detailed definitions and provisions. The Declaration shall be controlling in the event of any conflict with these Rules and Regulations.

16. 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, replacement, insurance, administration and operation of the common elements, including but not limited to limited common elements. As set forth in the Declaration and Bylaws, each Unit Owner shall pay the Association his/her proportionate share of those expenses, except that (1) any common expense associated with the maintenance, repair or replacement of a limited common element assessed against the units to which that common limited element is assigned equally, (2) any common expense which, in assessed exclusively against the benefitted Units and (3) notwithstanding anything to the contrary, if any common expense is caused by the misconduct of any unit owner, the Board of Directors may assess that expense exclusively against that unit owner. The common expenses to be paid by the Association, for which Unit Owners will be assessed as set forth in the Declaration, include but are not limited to, expenses for the maintenance, and replacement of the following:

- a. **Grounds:** The land, lawns, trees, shrubbery, any vegetated areas, exterior walkways, including trails, driveways, parking areas, other paved areas and other common areas (such maintenance to include, but not be limed to snow removal).

- b. **Systems & Utilities:** Sanitary sewer to each unit, electrical distribution to each unit, telephone to each unit, cable TV line to each unit, intercom system to each unit, water distribution to each unit, heating equipment to Common Elements and associated distribution to the Common Element, if any; water and sewer lines running through and/or under any foundation, hot water to each unit.
- c. **Structure & Fixtures:** Walls forming the perimeter of each Unit (studs and joists, but not sheetrock or plaster on walls within the unit), ceilings of the uppermost story of each Unit (studs and ceiling joists, but not including ceiling sheetrock or other finish within the Unit), roofing (all roof framing and covering), any load bearing portions of the building, foundation walls, exterior foundation drains, interior foundation drains, exterior components of door frames, thresholds and sills, exterior steps and railings, common interior stairs and railings, exterior components of windows sills, molding, trim, jambs and mullions (but not glass);
- d. **Trash and Recycling Removal:**
- 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.

All common Expenses shall be assessed against Unit Owners Pursuant to the Declaration and Bylaws.

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

- a. **Systems & Utilities:** Pipes, lines, cables and wires serving only one individual Unit and located within the boundary lines of such Unit, including water lines, sewer lines, electrical wiring, intercom, heating and air conditioning serving the Unit (heat pumps, baseboard, radiators, air intake and exhaust fitting, and heating controls) regardless of whether located within or outside the boundary lines of such Unit interior television cable including incoming service terminal; interior telephone lines including incoming service terminal; internal water shutoff valves; smoke and Carbon detectors, and security alarms' unit dryer venting systems including pipes and vents; kitchen exhaust fans; and bathroom exhaust fans;
- b. **Structures & Fixtures** Sheetrock and/or plaster on the Unit-side surface of all walls within the unit (both interior and perimeter walls); sheetrock, framing, studs, joists, and insulation of all walls interior to the Unit (e.g., all walls other than those forming the perimeter of the Unit); gypsum board, sheetrock, and other finishing surfaces); floor coverings (carpeting and other finished flooring material including padding and sub-flooring); kitchen cabinets; built-in cabinets or fixtures (tub, shower, sink, vanity and toilets); fireplaces; and light fixtures; exterior of doors to Units; window glass and door glass; interior components or windows and door frames, thresholds and sills;
- c. **Liability:** 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.

18. Miscellaneous:

- a. No outside clotheslines of any type shall be allowed, and there shall be no drying of household items, laundry and the like in the yard, on the decks, out the windows, or in public view, except in locations approved by the Board.
- b. Mailboxes are the property of the association.
- c. The toilets and other water and sewer apparatus shall be used only for household purposes, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The costs of repairing damage resulting from misuse of any such apparatus shall be paid by the Unit Owner causing the damage.
- d. No signs, communications or writings of any character, window displays, and no advertising shall be erected, posted or displayed upon, in, from or about any Common Element or Limited Common Element or any Unit Window or door without prior written approval from the Board. However, the right is reserved by the Declarant to place "For Sale", "For Rent", or "For Lease" signs adjacent to or in any unsold or unoccupied Units and on the Condominium property generally. The right is hereby given to any Mortgagee who may become owner of any unit to place signs on any such unit owned by such Mortgagee, but in no event shall the sign be bigger than one foot by one foot (1' x 1').
- e. Without prior written approval by the Board, no Unit Owner shall cause or permit anything to be hung, installed, or displayed on the exterior of a Unit or upon a Common Element. This prohibition includes, without limitation, works of art, laundry, clothing, rugs, signs (except for directional signs installed by the Declarant or the Association or signs as described in paragraph (d) above), awnings, canopies, shutters, radio or Television antenna, or any other items. Under no circumstances shall any television or radio antenna or other items be installed by the Unit Owner beyond the boundaries of his or her unit except with the prior written permission of the Board of Directors.
- f. No Unit Owner shall hold a yard sale, tag or garage sale outside of any kind without the approval of the Board of Directors and the Unit Owner shall comply with all local ordinances.
- g. Unit Owners shall keep the Board of Directors informed of any change in occupancy (e.g., rental), change in ownership, change in mortgage holders, and emergency contact information in the event the Unit Owner is away from the Unit for any extended period of time.

19. Insurance:

- a. Each Unit Owner and any Tenants are responsible for obtaining insurance coverage for personal property and liability in respect to the Unit.
- b. Each Unit Owner should have insurance coverage for items of real property which pertain directly to the Unit (including portions of the real estate included within the boundaries or definition of the Unit, alterations and permanent installations); items of personal property owned by the insured; and personal liability to cover claims brought against the insured for damages because of bodily injury or property damage occurring in the Unit. Unit Owners should consult with their insurance agent to design a policy to meet their needs.
- c. The Condominium Association shall maintain a master policy to cover losses sustained in common areas and structural systems, as further defined in the Declaration.

20. Access to Units for Repair and Emergency:

- a. The Association has the irrevocable right, to be exercised by an individual or individuals authorized by the Board of Directors, including and manager, agent or employee, upon at least a 24-hour prior written notice, to enter a Unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any of the Common Elements or Limited Common elements, facilities or systems therein or accessible therefrom, or the making of any addition of improvements thereto, or make repairs to any Unit, the Common Element or the Limited Common Elements if such repairs are reasonably necessary for the public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements, or to abate any violation of the terms and provisions of the Condominium Documents or these Rules and Regulations or any law, order, rule or regulation of any governmental authority having jurisdiction. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner, Tenant or other Resident is present at the time.
- b. The Unit Owner and Tenant of each Unit shall provide the Board or its agent, such as the Manager, with a key to such unit which will allow for any authorized entry into such Unit in the absence of the Unit Owner, tenant or the Resident. No Unit Owner or Tenant shall alter any lock or install a new lock on any door of any Unit without immediately providing the manager or its agent with a key therefore. At the Unit Owner's or Tenant's option, the Board or its agent may be required to maintain the key on a sealed envelope with instructions that it only be used in emergencies with a report to the Unit Owner or Tenant in question as to each use and the reason therefore.
- c. Emergencies (i.e., structural, plumbing, hazardous spills, life safety matters) should be communicated to another member of the Board of Directors or its agent immediately.

21. Rental of Condominium Unit:

- a. Rental of Units is strictly limited as further delineated in article #___ of the Declaration. Within those limits, Unit Owners who wish to rent their properties must use a written lease which is consistent with Section #___ of the Declaration and requires tenant to comply with the Condominium Declaration, Bylaws and these Rules and Regulations, and requires the tenant to show proof of contents insurance.
- b. Short-term rentals such as Air Band B, are allowed. The Unit Owner must use a management company experienced with this type of rental and agreements must be approved by the Board and provide agreements that will be consistent with the Rules and Regulations of the Condominium Declaration.
- c. Unit Owners must maintain and cannot suspend their own condominium owner's insurance policy during the rental term.
- d. Each Unit Owner shall, promptly following execution of any lease of a Unit, shall forward a true copy of the Lease, or Short-term Management companies Agreement, to the Board of Directors.
- e. Regardless of the terms of the rental, the timely payment of the Unit's monthly fees and special assessments during the rental period remain the responsibility of the Unit Owner. In the event of non-payment, regardless of who should be making the payments pursuant to the lease, the Unit Owner is ultimately responsible and will be assessed late charges and subject to liens and other collections expense.

22. Notice of Violation, Penalty and Hearing Procedures: All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws and these Rules and Regulations.

- a. Upon any violation of the Declaration, Bylaws, or the Rules and Regulations, the offending party (including any Owner, tenant, lease, license, guest or invitee) and the Owner of any Unit in which the violation is occurring or has occurred shall be given ten (10) days written notice by the Board of Directors by delivery in hand or by mail of the violation committee and necessary corrective action that is required, and if such violation continues beyond the ten (10) day period, the offending party and the Unit Owner shall each pay a penalty in the amount of ten percent (10%) of the then monthly assessment of the Unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. This penalty shall not be the sole remedy for breach.
- b. Any person against whom a penalty is asserted under the proceeding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation of the continued penalty assessment.
- c. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorney fees incurred by or on behalf of the Association in collecting any delinquent assessments or fees against such Unit, foreclosing its lien therefore, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws or the Rules and Regulations against such Owner or any occupant of such Unit.
- d. ‘

23. Sanctions for Violations: Upon a determination pursuant to Section 22 that a Unit Owner or Tenant or any Resident, guest or invitee for whom Unit Owner or Tenant is responsible is in violation of these Rules and Regulations or the Condominium Documents, the Board of Directors shall have the right to take any one or more of the following actions:

- a. Enter the unit in which, or as to which, such violation or breach exists and to abate and remove, at the expense of the defaulting Unit Owner and Tenant, if any, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Condominium Documents or these Rules and regulations, and the board shall not thereby be deemed guilty in any manner of trespass provided, however, that judicial proceeding shall be instituted before any items of construction may be altered or demolished; 3. Impose fines in amount of 10% of the ten monthly assessment of the Unit for each violation (each day during which a violation is found to exist or continue shall be a separate violation);
- b. Assess the expense of maintenance, repair or replacement of any damage to the Common Elements, Limited Common Elements or any Unit caused by any violation;
- c. Authorize officers of the Association to commence appropriate legal proceedings at law or in equity, necessary to enjoin, abate or remedy the continuance of any violations or to compel compliance with these Rules and Regulations and the Condominium Documents, and/or to recover damages for any violation;
- d. Assess all costs incurred by the Association, including court costs and attorney's fees, in the process of rectifying any violation.

24. Amendment, Conflict:

The Board of Directors may from Time to Time, by affirmative vote of at least Sixty-six percent (66%) of the members of the Board of Directors at a meeting called for that purpose, adopt, modify, and revoke in whole or in part, at any meeting duly called for that purpose, these Rules and Regulations as it may deem necessary, PROVIDED, HOWEVER, that these Rules and Regulations may not be amended in such a way that they would conflict with the Declaration and/or the Bylaws. To the extent such a proposed amendment would be in conflict with the Declaration and/or the Bylaws, such an amendment is not effective unless the Declaration and/or Bylaws are also duly amended in accordance with the amendment procedures contained therein; some amendments may not be allowed by the controlling documents. In the event of any conflict between these Rules and Regulations and the provisions of the Bylaws, the Declaration or the Maine Condominium Act, the latter shall govern and apply. These Rules and Regulations, and every amendment, modification and revocation thereof, shall, upon adoption, be delivered promptly to each Unit Owner and shall be binding upon all members of the Association and occupants of the Property.

25. Effect of Rules and Regulations:

The invalidity of any term or provision of these Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of any other terms or provisions hereof. Each remedy set forth in these Rules and Regulations shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in these Rules and Regulations shall be cumulative and not exclusive.

In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its Board made up of neighbors whose objective is the Condominium's best interests. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding. The Board Of Directors has promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all Unit Owners.

Adopted by the Board of Directors this date _____