BROOKSIDE CONDOMINIUM ASSOCIATION

Rules and Regulations

October 30, 2018; Revised October 29, 2019

PREFACE

Owning a condominium and living in a condominium community offers an advantageous lifestyle, but you own little and share a lot with others—common property and decisions.

Condominium living is different from owning a house. In a house you are the sole decision-maker about maintenance and the use of your property. In a condominium, you are linked with all other owners by a written covenant, expressed in our governing documents: Declaration, By-Laws, Policies and these Rules.[1] We recommend that you become familiar with these documents. We are all responsible to each other, and individual personal preferences are subordinate to the interests and needs of the association.

Organizations establish rules to help members know what to expect from each other. Our Rules aim to help us all make Brookside a safe, comfortable and welcoming place to live.

The Board of Directors is responsible for applying and, where necessary, enforcing these Rules.

Some of these rules are abbreviations from the Declaration. They are marked with an asterisk *.

FUNDAMENTAL RULE: BE A GOOD NEIGHBOR

BCA residents and guests should treat their neighbors as they themselves wish to be treated. No one should do anything that unnecessarily interferes with a neighbor's enjoyment of life at Brookside.

RULE 1: GENERAL RULES

a. No set of rules can cover every imaginable situation. If an issue occurs which is not specifically covered in these Rules, the Board of Directors will resolve the matter according to the Fundamental Rule, the spirit of other Rules, and the standards used for similar decisions.

b. Any activity which violates Federal or Maine law, or local ordinances, is also a violation of these Rules.

RULE 2: COMMON AREA AND LIMITED COMMON AREAS

The Association controls the maintenance, alterations, improvements and general appearance of both Common and Limited Common Areas, through our Board of Directors. The Association also controls the use of the Common Area, while owners have exclusive use of their Limited Common Area, within limits established by the Declaration.

2.1: Individual Units

a. All units in each court share a common structural exterior appearance in order to maintain a sense of unity and enhance the value of all units.

b. Additions, modifications, or attachments may be made to portions of a unit that are not visible from the court road, with screening as necessary. An owner must seek the permission of the Board before beginning work.

c. The Board has final authority to permit, require modifications of, or deny permission for any modification of buildings, based on its judgment of the effect the modification will have on the value of the property and the continued enjoyment of the property of neighbors. Minor adornments are exempt from this rule (see Rule 2.2, below).

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[1] There may be some overlap between the Rules and the Declaration and/or the By-Laws. If there is any conflicting language, the Declaration and/or By-Laws control.

d. All additions, modifications, or attachments become the responsibility of the owner for maintenance. The Association is not liable for any damage to the modification or for any damage to the unit caused or permitted by the modification. The Board has the authority to require the owner to make repairs in order to safeguard the structural integrity of the unit. If the owner removes the modification, the owner must restore the exterior to its appearance prior to the modification.

e. Activities that disrupt the common appearance are restricted to areas screened from view from the court road and/or Brookside Drive.

2.2: Minor Adornments

Owners may add items such as flag staffs, "welcome" signs, wind chimes, garage lights, and similar easily-removed things without permission. However, if a neighbor complains about the effect of such an item, the Board has the authority to decide whether the item must be modified or removed.

2.3: Window Air Conditioners

a. An air conditioner must operate at a sound level that doesn't disturb the comfort of neighbors.

b. Air conditioners may be placed in any window of the unit.

c. The unit owner is responsible for any damage caused by the air conditioner.

2.4: Exterior Storage

Exterior storage of things such as furniture, boxes, tools, etc., is permitted for projects such as cleaning or renovations. Such storage is limited to the time required to complete the project. If more time is required for storage, the owner must consult the chair of the Maintenance Committee for permission. Any such storage should not interfere with the use of the Common Area.

2.5: Landscaping

a. BCA is responsible for maintaining shrubs in the front garden area and sides of each unit, as well as lawns, trees, and shrubs in the common areas. “Maintaining” may include at BCA’s option replacing, pruning and removing trees and shrubs as needed; and spraying or other methods to protect trees/grounds from pests.

b. BCA has the right to remove or trim any tree, shrub or plant so that no part is within one foot of any part of a building. If in the opinion of the Board a situation requires a distance greater than one foot in order to avoid damage to the building, the greater distance will be used.

c. Owners may not make any substantial alteration to BCA planting and garden areas without approval by the Board.

d. Unit owners may plant perennial and annual flowers within the front garden areas. All such plants are at the unit owner’s expense and are to be approved by the Landscape Committee. No trees or woody shrubs may be planted without the express approval of the Landscape Committee. The purpose of having plants approved is to maintain consistency among the units and to avoid invasive species of plants. These plants become the responsibility of the unit owner who shall maintain them in a neat appearance.

e. Plants may never be allowed to grow on buildings. Any such growth will be removed by BCA at the owner’s expense.

f. Unit owners may install gardens at the back of their units, at the unit owner’s expense, with the approval of the Landscape Committee. All such gardens are the responsibility of the unit owner who shall provide all maintenance for a neat appearance.

g. No owner plantings or gardens may interfere with the BCA lawn care.

h. Unkempt or abandoned gardens will receive a warning notice from the Landscape Committee. Failure to address the problems within 30 days shall result in the BCA Board remedying the problem itself and any costs incurred shall be the responsibility of the unit owner.

2.6: Garages

Keep garage doors closed except when residents or vendors are moving in and out of the garage for home maintenance tasks, recreational activities, or similar short-term actions. No major car repairs, especially those which would involve welding or hazardous materials, are permitted at any unit.

2.7: Littering

Disposing of trash or waste anywhere in Brookside, including smoking residue, is prohibited other than in an approved receptacle. The Board may fine violators.

2.8: Recreation Activities

Store play equipment and toys inside when not in use. Outside storage is permitted only in the Limited Common Area not visible from the court road or Brookside Drive.

2.9: Signs

a. Real Estate "For Sale" signs are permitted in the North Road right-of-way. Signs must be placed so that they have the least possible effect on traffic sight lines.

b. A sign may be installed in the common area at the front of a unit for sale on the day when there is an “open house.” The sign must be removed at the end of the event.

c. Estate sale signs are permitted in the common area for the duration of the event. Sign size is limited to the typical size of such signs.

2.10: Yard and Estate Sales

An owner wishing to hold a yard sale or estate sale must obtain approval from the Board of Directors. Board approval will be given unless it would interfere with the activities or comfort of neighbors. No sale may start before 8:00 AM nor last more than two days.

RULE 3: VEHICLES

3.1: Vehicle Speed

a. The speed limit on Brookside Road is 25 miles per hour. This is set by the Town, since it is a Town road. Note: because Brookside residents on foot or in their cars often stop in the road to chat with other residents, extra caution is necessary.

b. In court roads, please drive as if children are playing in the road.

3.2: Parking

a. All parking spaces are for registered and fully operational vehicles only. Parking at Brookside was designed in anticipation that each unit owner would have no more than two vehicles.

b. Parking by members and guests in court lots is limited to automobiles, pick-up trucks, and motorcycles. Larger trucks used by service providers may park temporarily.

   (1) If an owner has more than one vehicle, at least one must be parked in the garage or driveway, to facilitate sharing of parking space with other owners.

   (2) Each court has one or more areas for parking of a second owner vehicle or guest vehicle.

   (3) All additional owner or guest vehicles must be parked in the overflow parking areas adjacent to the pool and tennis courts.

(4) Owners who expect to be absent for two weeks or more should not leave a vehicle parked in a court lot. Instead, the vehicle should be parked in an overflow parking area.

c. Guests of owners arriving in recreational vehicles are welcome to park temporarily in the lots adjacent to the pool and tennis courts. Advance permission from the Board is required for any guest vehicle to be parked longer than one week or if the vehicle is to be used as living quarters at any time.

d. When snow is forecast, owners must move their vehicles out of their driveways and into the court or overflow lots so that snow removal can be done. Once driveways have been cleared, owners must move their vehicles into their driveways so that the court lots can be cleared.

e. The use of snowmobiles, ATV's or similar off-road vehicles is strictly prohibited anywhere on Brookside property.

RULE 4: UNIT OCCUPANCY

4.1: Restrictions*

a. BCA units are to be used for residential occupancy only. Commercial activities that bring clients or customers to the unit are strictly prohibited. "Telecommuting" or business done by computer is permitted.

b. To maintain a sense of community stability, no more than two unrelated adults may occupy a unit without the consent of the Board of Directors.

4.2: Rental of Units*

a. An owner may rent their unit, subject to Rule 4.1. Rental requires a lease of at least one year. The lease and Lessee's Agreement (Appendix D) must be submitted to the Association Secretary and approved by the Board of Directors prior to the beginning of the lease term.

b. If an owner proceeds with a lease that violates Rule 4.2a, the Board will impose a fine equal to three (3) months dues.

c. Upon the completion of the one-year term and upon agreement of both parties, the lease may be extended monthly. The extension may be terminated by either party upon issuance of a 30-day written notice.

d. Renters must comply with all BCA Bylaws, Declaration and Rules. The unit owner is ultimately responsible for a renter's non-compliance and is subject to any enforcement proceedings brought by the Board, including the payment of any fines or penalties.

4.3: Owner Absence from Unit*

a. The direct connection between units means that a problem affecting the structure of one unit may affect adjoining unit(s). In addition, most buildings have one location for water shut-off, electrical connections, and communication equipment control. For safety reasons, owners are required by the Declaration to ensure there is immediate access available to their unit by the Association when they are absent from the unit.

b. An owner may engage a house-sitter during prolonged absences. The owner must submit a House-Sitting Form (Appendix E). The owner must give the house-sitter a copy of the Emergency Contact Form. A house-sitter must comply with all BCA governing documents. The unit owner is ultimately responsible for a house-sitter's non-compliance and is subject to any enforcement proceedings brought by the Board, including the payment of any fines or penalties.

c. All owners must submit or update annually an Emergency Contact Form (Appendix F) and update it whenever there is change to its contents. The Secretary will provide this form to every owner. An owner who fails to submit the form after one reminder may by fined by the Board of Directors.

4.4: Pets

Pets, especially dogs, are an important part of life at Brookside. Even those who don't have a dog get to know and appreciate the dogs who reside with us. To maintain this atmosphere, owners and their pets must be considerate and respectful of other residents and guests.

a. Only common household pets, such as dogs, cats, tropical fish, caged birds, and small mammals are permitted at BCA. Neither exotic pets nor aggressive animals are allowed. Pets must be licensed and vaccinated as required by state and local laws.

b. No more than one dog is allowed per unit, except as pre-approved by the Board of Directors. Approval may be granted, for example, in cases in which a new owner has more than one dog. However, a second dog may not be replaced when it is given away or dies.

c. Pets must be leashed outside of the unit or on proven voice command when walking or exercising, as required by Yarmouth Town Ordinance. This includes cats. No pet may be tied or left outside unattended if the pet's actions disturb the neighbors. Containment fencing and "invisible fences" must be approved by the Board, because they affect the Common Area.

d. Pet waste must be removed immediately by either the owner or the owner's designated caretaker. Repair of any damage caused by pets will be the responsibility of the owner.

e. The Board of Directors may fine an owner for violation of these requirements.

4.5: Trash

a. Put trash outside for collection in covered containers only. Containers may be placed outside for collection no sooner than 6:00 p.m. the evening before the collection day. All containers must be moved inside by the evening of collection day.

b. We encourage recycling of eligible materials and food waste.

   (1) The Yarmouth Transfer & Recycling Center is nearby on East Main Street; there are other recycling units on Route 88 and on Route 1 behind the shopping center containing Homestead Flooring.

   (2) Garbage to Garden is a home pick-up service for recycling food waste into compost. Find information at <garbagetogarden.org>.

4.6: Noise

a. For purposes of our Rules, "noise" is defined as "unpleasant sound that is caused by an owner or guest and that is bothersome to other residents." It excludes

   (1) Sound caused by equipment being used for maintenance inside or outside a building, provided the sound is not prolonged beyond what is necessary for the work to be completed.

   (2) Short bursts of sound caused by accident, provided the sound is ended as soon as possible.

b. An owner who feels that another unit is making noise should contact a member of the Board, who will communicate with the offending owner. The Board member should also report the incident to the full Board at its next meeting, including whether the problem was remedied promptly by the offending owner.

c. An offending owner may be fined by the Board of Directors for failure to respond in a timely manner each time a complaint is filed. The offending owner is entitled to present mitigating factors before the Board makes any decision.

4.7: Fireworks

Although private use of fireworks is legal in Maine, the Town of Yarmouth forbids the use of fireworks at any time. Violators will be reported to the Yarmouth police.

RULE 5: ADMINISTRATION

5.1: Assessments*

a. Monthly installments of the unit annual assessment are due and payable to Brookside Condominium Association on the first day of each month. See the Brookside Owner's Manual for details about where to send the payment. BCA strongly encourages establishing an automatic payment method, to ensure no payment is missed and thus liable for a late fee.

b. Payments that have not been received by the 10th of the month shall bear interest at the rate of 1.5% per month (18% per year). However, an owner may request a waiver of the charge from the Board for a circumstance which the Board finds warrants an exception. Examples of such circumstances include (but are not limited to) serious illness or death of the owner or a family member, unexpected absence from home, or "acts of God."

c. Payment of a special assessment is due and payable on the date set when the assessment is approved by the membership.

d. The Declaration provides processes and remedies for the Association to address habitual late payments or failure to pay. (See 33 M.R.S. § 1603-102(a)(18.))

e. Any Board discussion or votes regarding individual payment problems will be done in a confidential setting, unless the Board decides the problem is so egregious and harmful to the Association that members are entitled to know. One example would be a decision to file a lawsuit or to assign the matter to a collection agency.

5.2: Insurance*

a. BCA maintains a blanket insurance policy on the Association property. The Declaration requires unit owners to obtain a supplemental policy for personal contents and liability. A certificate of insurance is available upon request to the BCA president.

b. Notify the Maintenance Committee Chair of any problem that affects the structural integrity, safety, or appearance of your unit.

c. The BCA President or authorized designee is the only person authorized to contact the BCA insurance agency. Notify the President of any problem that may result in a claim by the Association.

RULE 6: COMPLAINTS

a. Submit all complaints or suggestions regarding maintenance, nuisances or general welfare of our community, to the Board of Directors in writing. You may request a hearing by the Board.

b. If the matter is too urgent for this procedure to be practical, a member of the Board should be contacted by telephone.

c. A group of owners wishing to make a complaint or suggestion may follow the above procedure, nominating one or two spokespersons to represent them.

d. The Board will decide whether to assign the matter to a committee or to handle it directly. They will also decide what degree of confidentiality is warranted during investigation and resolution.

e. The full procedure for addressing violations of the Declaration, Bylaws, and Rules is contained in the BCA Policies.

RULE 7: SELLING YOUR UNIT

7.1: Resale Certificate

a. Please let the Secretary know as soon as you have put your unit on the market.

b. Tell your real estate agent to contact our Treasurer to arrange for completion of a Resale Certificate. This document is required by law for the protection of the buyer.

c. The new owner becomes responsible for any additions or changes the seller has made to the common area with permission of the Board – for example, adding a heat pump or generator. The Resale Certificate will contain information about any such additions.

d. Locate your BCA Owner's Manual and pool/tennis court key. Before moving, return them to the Secretary.

e. Pay any special assessment that is due prior to closing on the sale.

Appendix A

BROOKSIDE COMMUNITY CENTER

1. Availability

a. The Brookside Community Center (BCC) may be used only by Brookside owners and their guests.

b. The BCC is used by the Board and committees of the Association for meetings. These meetings take precedence over private BCA member use.

c. Use of the BCC must be scheduled through the Hospitality Committee Chair or their designate. No one may use the building without permission. Complete the BROOKSIDE COMMUNITY CENTER USE AGREEMENT on the next page and submit it to the Hospitality Chair. The scheduler will provide a key for the building.

d. Recurring events, such as a biweekly card party, require Board approval. Such events may be pre-empted at any time by a BCA use.

e. The owner who schedules a private event must be present at all times.

f. There is no fee for use of the building. However, the Association gladly accepts donations to defray the costs for cleaning, heating fuel, electricity, etc.

2. Do's and Don'ts

DO clean the building and, if used, the grounds before leaving the building.

DO provide paper products, cleaning supplies, and anything else needed for your event.

DO remove any materials, equipment, etc., within 48 hours after an event.

DON'T use tacks, tape, or nails to hang anything on the walls

DON'T use the building for storage of private or personal property. If you have an item you wish to donate to the Association for use in the building, contact the Hospitality Chair.

3. Penalties

a. Any damage to the building resulting from a private event will be billed to the owner who hosted the event.

b. BCA is not responsible for loss or damage to any personal items left behind after an event.

c. An owner who violates these rules will be denied further use of the building for a period determined by the Board.

See the Use Agreement Form on Side 2

BROOKSIDE COMMUNITY CENTER (BCC) USE AGREEMENT

_____ wishes to schedule the BCC for Date: _____ Time: _____
Name

I have read the **Rules for the Use of the Community Building** and agree to abide by the stated terms.

Signature: _____ Date: _____

Signed Application Received: _____
Date

Approved and scheduled: _____
Hospitality Chair or Board Member Name

Key provided: _____ Key Collected: _____
Date Date

BCC inspected by _____ Date: _____

Condition is Satisfactory: _____ Unsatisfactory: _____
Choose 1; mark with X

Describe any damage:

_____

_____

_____

_____

Appendix B

POOL

1. Availability

a. All use of the pool is at the sole risk of those using it. There is no lifeguard on duty. Neither the Association nor its members shall be held responsible for any accidents and injuries. Use of the pool constitutes acceptance of liability by the users. The Association reserves the right to deny use of the pool to anyone at any time.

b. The pool is for use by Brookside residents and their guests only.

(1) Entrance to the pool requires a key. Each owner receives one key. The pool is locked at all times, so the key is required for exit as well as entry.

(2) Children who have not yet attained their 13th birthday must be accompanied by a responsible adult.

(3) Guests must be accompanied by a member of the host family who is at least 15 years old.

c. Hours for use are from sunrise to sunset.

d. No private reservations are available.

2. Do's and Don'ts

DO eat only while on the grassy area.

DO be sure to have your key with you if you leave the pool temporarily.

DO keep the volume of electronic equipment at a level that does not disturb other users. All such equipment must be battery-powered only.

DO grill or cook only on the asphalt outside the pool fence.

DO remove all items brought into the pool area when you leave.

DO dive into the pool only at the deep end.

DON'T run on the deck.

DON'T jump or dive into the pool at the shallow end.

DON'T splash anyone who is not in the pool.

DON'T yell frequently or use profanity.

DON'T have any breakable materials in the pool area.

DON'T use safety equipment around the pool as playthings.

DON'T bring pets inside the pool area.

DON'T store pool toys, etc., in the pool house.

DON'T enter the pool pump house for any reason.

3. Pool Sanitation

All children not toilet trained must wear a Swim Diaper, Plastic Pants, and a Swim Suit. Diaper changing is permitted in designated areas only, and not allowed in pool area.

4. Complaints and Penalties

a. The pool operates on the honor system: that is, users are expected to obey these rules. If a user is dissatisfied with the conduct of another user, they should notify the offender that a complaint will be made to the Recreation Committee Chair. The Chair will investigate and, if they feel the matter warrants, present the issue to the Board for decision.

b. A first offense results in loss of pool privileges for one week.

c. Second and following offenses will cause the owner to be fined $25 or more at the discretion of the Board. In addition, the Board may revoke pool privileges for any length of time it deems appropriate.

Appendix C

TENNIS COURTS

1. Availability

a. The tennis courts are for use by Brookside residents and their guests only.

b. Hours for use are from sunrise to sunset.

c. A court may be reserved by signing the sheet on the inside of the main gate. Reservations are limited to twice a week and only for two hours.

d. Court time is limited to two hours if other players are waiting for a court.

e. All use of the courts is at the risk of those using them. Neither the Association nor its members shall be held responsible for any accidents and injuries.

f. The association reserves the right to deny use of the tennis courts to anyone at any time.

2. Do's and Don'ts

DO wear shoes intended for tennis

DO keep the court gate locked at all times, even while playing.

DO be sure to have your key with you if you leave the court temporarily.

DO remove all items brought into the court area when you leave.

DON'T use profanity at any time.

DON'T have any glass bottles, drink glasses, etc.

DON'T use the courts for skates, roller blades, and similar implements that can damage the court surface.

DON'T bring pets inside the court fence.

DON'T use any device that produces sound.

3. Complaints and Penalties

a. The tennis courts operate on the honor system: that is, users are expected to obey these rules. If a user is dissatisfied with the conduct of another user, they should notify the offender that a complaint will be made to the Recreation Committee Chair. The Chair will investigate and, if they feel the matter warrants, present the issue to the Board for decision.

b. A first offense results in loss of court privileges for one week.

c. Second and following offenses will cause the owner to be fined $25 or more at the discretion of the Board.

APPENDIX D
BCA Rules

LESSEE'S AGREEMENT

UNIT ADDRESS: _____ OWNER(S): _____

LEASE TERM: 12 MOS. ___ 24 MOS. ___ OTHER: _____

OCCUPANCY DATE: _____

LESSEE(S): _____ _____

OTHER OCCUPANTS: _____

LESSEE 1 PRIMARY PHONE: _____ EMAIL ADDRESS: _____

LESSEE 2 PRIMARY PHONE: _____ EMAIL ADDRESS: _____

PETS: DOG: ___ CAT: ___ OTHER _____

Note: only one of each type is permitted unless the Board approves an exception.

VEHICLE 1 MAKE/TYPE/YEAR: _____ PLATE #: _____

VEHICLE 2 MAKE/TYPE/YEAR: _____ PLATE #: _____

I (we) have read and will abide by the Declaration, Bylaws and Rules of Brookside Condominium Association (to be provided by the Owner) and understand that any violations of the terms of such Declaration, Bylaws and Rules may be cause for termination of my/our lease, revocation of my rights to use common amenities, fines or other sanctions, all of which may be enforced by the Board of Directors of Brookside Condominium Association.

I (we) have been advised by the owner(s) of the location of the water shutoff and alternative house key(s).

LESSEE: _____ DATE: _____
Signature

LESSEE: _____ DATE: _____
Signature

PLEASE FORWARD COMPLETED APPLICATION TO THE BCA SECRETARY

FOR SECRECTARY'S USE ONLY:

Lease received: No ___ Yes ___ Date _____

APPENDIX E
BCA Rules

HOUSE-SITTING

Owner Name: _____ Unit Address: _____

PRIMARY PHONE: _____ EMAIL ADDRESS: _____

SECONDARY PHONE: _____ EMAIL ADDRESS: _____

Departure Date: _____ Return Date: _____

Destination: _____

Person who will watch your unit

Name: _____

Street Address: _____

City, State, Zip: _____

PRIMARY PHONE: _____ EMAIL ADDRESS: _____

Will this person be living in the unit? Yes ___ No ___

Other pertinent information:

_____

_____

_____

_____

I have advised the house-sitter of the location of the water shutoff and alternative house keys.

Signature: _____ Date: _____

Please return this confidential form to the BCA Secretary

DATE RECEIVED: _____

Appendix F

BCA Rules

EMERGENCY CONTACT INFORMATION

Unit Address: _____

WHOM DO WE CONTACT IF THERE IS AN EMERGENCY IN YOUR UNIT WHILE YOU ARE AWAY?

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

WHO HAS THE KEY TO YOUR UNIT IN CASE ENTRY IS REQUIRED?

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

WHOM DO WE CONTACT IN THE EVENT YOU HAVE A MEDICAL EMERGENCY? (Optional but recommended)

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

NAME: _____ RELATIONSHIP TO YOU: _____

PRIMARY PHONE: _____ SECONDARY PHONE: _____

Signature: _____ **Date:** _____

DATE RECEIVED BY BCA SECRETARY: _____