ALDEN'S WALK OWNERS ASSOCIATION

I. RULES AND REGULATIONS

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ALDEN'S WALK OWNERS ASSOCIATION

RULES AND REGULATIONS

INTRODUCTION. In accordance with Article V, Section 8 of the Bylaws of the Alden's Walk Owners Association (the "Bylaws"), these Rules and Regulations are adopted by the Association's Board of Directors (the "Board") to assure the peaceful and orderly use and enjoyment of the buildings, common areas and facilities of Alden's Walk, A Condominium (the "Condominium").

I. MEETINGS OF THE BOARD

A. Posting of Notice

Notice of the date, time and location of meetings of the Board will be distributed by email or other means reasonably calculated to inform Unit Owners (the "Owners"). Such notice will also include anticipated topics to be discussed at that meeting. Actual notice need not be delivered to each Owner. Failure of an Owner to receive notice shall not invalidate any action taken by the Board at the meeting.

B. Rules for Association Member Attendance

1. Board meetings are open to all members. The following rules of procedure have been enacted to ensure that the governance process is inclusive while recognizing and respecting time constraints and proper decorum.
2. Owners may sit at the Board table when invited by the Presiding Officer.
3. Owners attending Board meetings may speak upon the Board's invitation. Although Owners have an absolute right to speak during, and participate in, the Association's annual meetings, Owners who are not Board members do not have an absolute right to speak at Board meetings without invitation.
4. Owners may provide prior notice of their agenda item to the Board or the Property Manager. The Presiding Officer shall give priority to those Owners who have provided notice of their attendance and topic to be addressed.
5. All Owners must observe proper decorum throughout Board meetings so as not to interfere with the business of the Association. The Board may vote to remove any attendee who is disruptive, disorderly or abusive.
6. Owners wishing to address the Board on an item not appearing on the agenda may do so only after disposition of all items appearing on the agenda and only if said agenda is completed within 2 hours following the commencement of the meeting. The Board may or may not address issues raised by Owners at that meeting. If the issue requires further discussion or action, or at the Owner's request during the meeting at which the issue is presented, the Board shall place the matter on the agenda for the next meeting. Either at or following the meeting, the Board shall provide a timely response to any Owner who has raised an issue or concern.

C. Rules for Procedure at Regular Meetings and Executive Session

1. **Regular Meeting**

   a. The President shall preside at all meetings of the Board. In his/her absence, a chair pro tempore may be chosen by the directors to preside at the meeting.

   b. A majority of Board members shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. Reasonable notice of the time and place of holding such adjourned meeting shall be given to all members who are not present at the meeting from which adjournment is taken.

   c. When a vote is passed by the Board, any member who voted in the majority may move reconsideration thereof at the next meeting, but not afterwards.

d. No Board member speaking shall be interrupted by another, except upon a call to order.

e. These Rules of Procedure may be dispensed with or suspended upon consent of two-thirds of those present and voting.

2. **Executive Session**

a. During a regular meeting, the Board may vote to enter executive session. The Board may restrict or prohibit attendance by unit Owners and others during executive sessions. An executive session may be held only to:

i. consult with the Association's attorney concerning legal matters;

ii. discuss existing or potential litigation or mediation, arbitration or administrative proceedings;

iii. discuss labor or personnel matters;

iv. discuss contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or

v. prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

No final vote or action may be taken during an executive session.

3. **Conflict of Interest**

Any member of the Board of Directors who has a personal interest in a matter shall abstain from discussion and voting on the matter.

4. **Communications**

a. The President is the primary point person for the Management Agent and the Property Manager.

b. Unit owners shall direct requests or complaints to the Property Manager who shall coordinate with the President to the extent deemed appropriate.

c. Notices of actions of or requests from the Board of Directors shall be communicated to Unit owners by the Property Manager.

II. FISCAL MANAGEMENT

A. Assessment Billing Procedures

1. The annual assessment shall be payable in monthly installments and due and payable on the first day of the applicable month.

2. All documents, correspondence and notices relating to the charges shall be mailed to the address which appears on the books of the Association or as modified in writing by an Owner. The Association shall be under no obligation to send bills for assessment, and non-receipt of a bill shall in no way relieve the Owner of the obligation to pay the amount due by the due date.

B. Delinquent Assessment Payments

1. Any assessment payment, including monthly installments of the annual assessment or special assessments, not received by their due date shall be termed delinquent. Any delinquent assessment payment and late payment charge shall constitute a lien. Partial payment of repeated delinquencies shall be credited to the most recent delinquency and will not alter the calculation of time elapsed from the initial delinquency as relates to subsequent paragraphs of this Delinquent Assessment Payment section.

2. Following a 15-day grace period, any unpaid assessment will incur a late payment charge of $100 per month.

3. As required by the Declaration, if full payment, including any additional late payment charges, is

not received within sixty (60) days after the initial delinquency due date, the Board shall notify the mortgagor, if any, of the delinquency.

4. If the full payment of delinquent assessment payments, including late payment charges is not received within ninety (90) days after the initial delinquency due date, no less than ten (10) days' notice of this violation and the necessary corrective action shall be given by the Board to the owner of any unit in which the violation is occurring or has occurred. Such notice shall be sent by certified United States mail to the mailing address designated in writing by the unit owner, and/or by electronic mail to an email address specifically designated in writing by the unit owner. If such violation continues beyond the ten (10) day period, the unit owner may be assessed a penalty of up to 10% of the then monthly assessment of the unit per day, and the violation may be referred to legal counsel for the Association to take action in accordance with Article V, Section 2 of the Bylaws or otherwise available at law, as decided by the Board upon special resolution.

5. If repeated delinquencies, including monthly installment of annual assessment or special assessment occur, the Board may, upon special resolution, exercise the right to collect the amounts due and accelerate payment on the full assessment for the year.

6. Any amount payable other than assessments and late payment charges and penalties, such as dryer vent cleaning fees, not paid 15 days after payment is due will incur a $25 late payment charge per month until payment is made in full of the amount due and any late payment charge.

7. Any person against whom a late payment charge or penalty, or a ten (10) day violation notice has been issued under this Delinquent Assessment Payments 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 by itself shall not interrupt any continued penalty assessment. Judgements rendered by the Board of Directors, removing, modifying or sustaining the appealed penalty will be considered final and binding.

C. Property Manager's Authorities

The Property Manager is authorized to pay for any needed expenses/repairs up to $250 without prior approval and up to $1,000 without approval of the Board of Directors, provided that prior approval is obtained from the Treasurer.

III. PROPERTY MANAGEMENT

A. Common Elements

1. Common Areas and Facilities

Common elements, consisting of the common areas and facilities, means all portions of the Condominium property other than the individual units.

2. Limited Common Elements

a. Limited common elements means those portions of the common elements allocated for the exclusive use of one or more but fewer than all of the units.

b. The limited common elements are the following common elements to which a unit in the Condominium has direct access: shutter, awning, window box, doorstep, stoop, balcony, porch, patio, and attic, if any; the interior of each unit's garage; parking space immediately in front of the unit's garage; the ground area under each unit; and, if indicated on the Plats and Plans, the back and side yard areas appurtenant to a unit.

B. Unit Maintenance and Repair

1. General

a. Minimal heat. Owners are responsible for maintaining sufficient levels of heat (no less than 55°) to prevent freezing of pipes.

b. Extended absence from unit. Owners who anticipate absence from the unit for a period in excess of two (2) weeks should take the following precautionary measures: (a) advise the

insurer for the unit; (b) maintain a system to monitor temperature and power failures; and/or (c) make arrangements with neighbors, friends or family to check on units during absences. The management company should be notified of whatever arrangements have been made if you are going to be absent for extended periods of time.

c. Draining pipes. Owners are responsible for turning off water and draining pipes leading to exterior faucets no later than mid-October.

d. Chimneys and fire boxes/dryer vents/propane fireplaces.

   i. Chimneys and fireboxes: Owners of units with wood-burning fireplaces or stoves shall have chimneys and fireboxes professionally inspected, and, if necessary, cleaned, annually, with acceptable written evidence of such work provided to the Association. Barring such evidence, the Association will contract for an annual inspection and, if necessary, cleaning of the unit's chimney and firebox.

   ii. Dryer vents: Each Unit owner shall have dryer vents professionally inspected and, if necessary, cleaned annually, with acceptable written evidence of such work provided to the Association. Barring such evidence, the Association will contract for an annual inspection and, if necessary, cleaning of the unit's dryer vent at the owner's expense.

   iii. Propane fireplaces: Owners of units with propane fireplaces shall have the fireplace professionally inspected annually, with acceptable written evidence of such work provided to the Association. Barring such evidence, the Association will contract for an annual inspection at the owner's expense.

e. Sump pumps. Owners should monitor unit basements during periods of heavy rain and, if water infiltration occurs, a sump pump should be installed to collect and eject the water to the outside.

f. Exterior lighting shall not be directed in such a manner as to create annoyance to the neighbors.

g. Trash must be put in covered trash containers and not stored outside of the units.

h. Responsibility in Perpetuity. For any and all improvements made to common or limited common areas of Alden's Walk original construction, or by subsequent owners: all such improvements are the responsibility of the current owner, assigns, and any new owner upon sale of the unit in perpetuity. This includes all upkeep, remediation or removal (requested, required, or voluntary) of the improvement.

   Examples of existing or new improvement to limited common areas are, but are not limited to: solar panels, heat pumps, extended or enlarged patios or gardens.

2. **Alterations to Building Exterior**

a. General. Any alteration to the exterior of a unit shall be compatible with the existing design of the building. Should a unit owner wish to make/have made any alteration to the unit's exterior, written approval for the alteration must be sought from the Board, using the Association's Architectural Request Committee process, attached as Appendix 1 to these Rules. No work may commence until the Board has provided its written approval

b. Front Entry Doors. Any owner wishing to replace the front entry door must do so with one of the following options:

   i. A solid, insulated steel or fiberglass door with six raised panels (no windows).

   ii. An insulated steel or fiberglass door with a six light, three-over-three, plain glass door with raised panels on the non-glass part of the door.

   iii. An insulated steel or fiberglass door with a six light, three-over-three plain glass insert with flat panels on the non-glass part of the door.

   iv. Any replacement door must be painted the color selected by the Board for the entry doors of the building on which it is to be installed. The handle/lock must be brass. Board approval is required prior to the installation of door replacements.

c. Storm Doors. Any new external storm door, front, back or side, must include doors with a glass/insert screen system, or doors with a self-storing insert screen system. Front storm doors must be painted the same color as the front door of the unit. Side and back storm doors should be the color of the building's trim. The handle and lock must be brass, and the glass itself must be plain, not a decorative glass. The following brand and series of doors are approved by the Board: Andersen Storm Door: Series 2000; Series 3000; Series 4000. Unit owners must submit request using the Architectural Request Committee process (Appendix 1) for all storm door replacements, either for the Anderson storm doors or for consideration of comparable doors.

d. Windows. – The Architectural Request Committee process (Appendix 1) shall be followed for approval of any window(s) replacement; Board approval is required prior to the installation of any window replacements.

Replacement windows must be the same type and style as original windows:

- sandstone color
- double hung or plate glass (depending on the style of the original window)
- pre-painted white interior for all windows and a top sash vertical bar grill for a 2 over 1 double hung window style.

The following brand and series of windows have been approved by the Board: Anderson 400 series. Unit owners may request consideration of the installation of windows manufactured by alternate suppliers using the same specifications as the Anderson 400 series.

Unit owners shall include a timeline for the project and confirm that all exterior work will be completed by a specified time, including trim paint to match the existing colors of the unit/building.

e. Garage Doors. New garage door must be the same type, style, and paint color as the existing garage doors, with the following specifications: nine (9) feet wide by seven (7) feet high, flush, insulated, steel (both sides), rough sawn, similar to Clopay 4051, with almond base color. The Unit owner's required Architectural Request Committee application (Appendix 1) must include the installing company's information and insurance certificate.

f. Signage or Window Hangings. Signage or window hangings which will affect the exterior appearance of the buildings must be approved by the Board.

g. Air Conditioning. Written Board approval is required prior to the installation of any of the following air conditioning systems.

i. Individual window air conditioner.

ii. Standing air conditioning system with external compressor.

The Board may require the unit owner to install shrubs or covers to camouflage external equipment, depending on the location.

h. Heat Pump Use. Use of heat pumps at a unit is subject to approval by the Board upon submittal of a request to the Architectural Request Committee (Appendix 1).

i. Heat pumps must be installed to code by an appropriately licensed contractor.

ii. Considerations prior to approval include visual exposure of installed components to neighboring units and noise or vibration from the compressor.

iii. The removal, disposal or modification of any present heating and cooling systems is at the owner's expense.

iv. Owners are responsible for the installation, repair, maintenance, operation, and removal costs of the heat pump. Owners are also responsible for repair of any holes made in the walls during installation or removal of heating systems.

v. Rules for installation are as follows:

(i) Owners may be required to install privacy panels around the compressor. No ducts,

compressors, electrical wiring or piping of the heat pump system may be in the front of the unit.

(ii) The compressor must be mounted at least 2 feet above the ground or above the deck on which it is placed. No wall mounts of compressors are permitted.

(iii) Owners must ensure that external pipes and conduits from/to the compressor are painted in accordance with the external color of the unit siding, paint to be provided by the Association.

i. Video antennas. Installation of an antenna designed to receive direct satellite service ("dish") or wireless cable service or designed to receive local television broadcast signals requires prior Board approval.

j. Outdoor Lighting. Any change to/replacement of an existing exterior light fixture or the installation of a new exterior light fixture requires prior written Board approval.

k. Decorative Elements.

i. In addition to the American flag, house numbers, hanging plants, and potted plants, no more than two (2) additional decorative elements may be added to the front entrance of a unit's exterior or in garden areas (but not in lawn areas that are mowed during the summer).

ii. Any decorative element deemed by the Board to be in poor taste or otherwise inappropriate will not be permitted.

iii. Exceptions may be made upon prior written Board approval.

l. Bird Feeders. Upon written approval of the Board, through the use of an Architectural Review Committee (ARC) request, a maximum of two (2) bird feeders may be installed at each unit.

In order to help the Association continue to mitigate the adverse effects of squirrels, chipmunks, mice and other vermin getting into the buildings:

REQUIREMENTS:

i. Feeders must be at the side or rear of a unit.

ii. Feeders must be hung at least 6 feet off the ground.

iii. Feeders must be at least 8 feet from the building's foundation.

iv. Feeders must not be attached to deck railings or placed on/over decks where bird waste can damage deck boards.

STRONG RECOMMENDATION

i. Loose seed not to be used to mitigate "bird feed litter" which is both attractive and accessible to ground animals/vermin. Solid cylinder food with hot pepper incorporated is preferred*

*Available from Wild Birds Unlimited in Scarborough, in store and online.

m. Specific Prohibitions.

i. No clotheslines may be erected.

ii. No "For Sale" or "For Rent" signs are permitted.

n. Stationary Backup Power Generator Use. Installation and use of a stationary backup power generator at a unit is subject to Board approval and the following conditions:

i. Each owner who desires a stationary backup power generator will submit a request to the Architectural Request Committee (Appendix 1) to include: anticipated timing of installation, generator specifications, proposed location(s) authorized by the stationary generator installer, and complete plans and timing of installation of camouflage of stationary generator consistent with the standard established in Appendix 3.

ii. The Board has final approval of stationary backup power generator location and

camouflage plan design.

iii. If any terms of approval from the Board are not met, the owner will be responsible for stationary generator removal.

iv. Unit owners with stationary backup power generators are responsible for providing any needed access during the winter months.

v. Unit owners with stationary backup power generators are responsible for maintenance costs for their stationary backup power generator and screening camouflage.

vi. Stationary backup power generators shall be painted a neutral color.

3. **Local Building Codes and Work Permits**

a. Approval of any project by the Association does not eliminate the necessity of obtaining the required local permit.

b. Obtaining a local permit does not waive the need for Association approval.

c. The Association will not knowingly approve a project which is in violation of the local zoning or building codes.

C. Grounds Maintenance

1. **Landscaping Advisory Committee**

a. Purpose. The purpose of the Landscaping Advisory Committee is to take advantage of the landscaping knowledge and experience of members of the Association by recommending to the Board ways to achieve and maintain the highest possible landscaping standards within the constraints of the annual budget.

b. Membership. The Committee shall be appointed by the President, and chaired by a member of the Board.

c. Process. The Committee will meet periodically during the year, as determined by the Committee Chair, to develop plans and recommendations and update any existing plans, for short and long-range landscaping projects. In addition, the Committee will assess the performance of the Association's grounds maintenance contractor(s) (landscaping, snow removal, arborists). The Committee's plans, recommendations and assessments will be presented to the Board for approval.

d. Budget. The Landscape Advisory Committee shall submit a budget request for the approval of the Board of Directors as part of the annual operating budgeting process. Upon Board approval of the Committee's budget and short/long term plans, the Chair of the Committee may authorize the Property Manager to pay for any needed landscaping expenses (as described in the approved plans) up to the sum of the operating budget allocation. Any significant changes to the approved plans must be reviewed and approved by the Board.

2. **Responsibilities for General Landscaping Activities in Common Areas.**

a. Lawn mowing and raking. Responsibility of the Association.

b. Landscape service (fertilizer, weed control, mulching). Responsibility of the Association.

c. Watering of lawns. Responsibility of the unit owner.

d. Removal of landscape debris. Responsibility of the unit owner to put landscape debris collected by the unit owner at curbside on assigned days for pickup and removal by the Association. Such debris may not be deposited by the unit owner in common areas of the Association.

3. **Responsibilities for Installation and Maintenance of Plantings in Common Areas.**

a. Plantings. Plantings to the back of the units (Appendix 2) are the responsibility of the owners. Maintenance of plantings in all other areas, both common and limited common areas, are the responsibility of the association.

b. Board Approval. Unit owners are required to obtain prior Board approval for all owner-initiated

landscaping changes to the front, sides, and backs of units. Requests for approval of landscaping changes shall be reviewed by the Landscape Advisory Committee which shall submit its recommendation to the Board. The Board may change, modify, or revoke any prior permission granted for landscaping of yards. Very minor landscaping activities, such as reseeding of lawns, planting of annuals or spring bulbs, or maintenance of existing plantings including trimming or pruning to maintain size or shape, are exempt from prior Board approval.

c. Maintenance. Failure of a unit owner to maintain plantings may require the Board to perform the needed maintenance and charge the Unit Owner.

4. **Yard Areas**

Fences may be installed only upon prior written approval by the Board.

5. **Garden Plots**

a. Upon request by a Unit Owner, the Board may, but is not required to, set aside a plot of ground within the limited common area for vegetable gardening. It shall be the responsibility of the requesting Unit Owner to mark by stakes, fences or other suitable means the area so set aside.

b. The Unit Owner to whom such plot is set aside may, within the confines of the plot, cultivate the ground, plant and raise lawful flowers and vegetables to the extent lawful and appropriate and harvest the same.

c. No flowers or vegetables raised on such garden plots may be sold by the Unit Owner.

d. The Board shall have the power at any time to modify, restrict or revoke permission to use any garden plot by a Unit Owner.

e. Upon discontinuance of gardening by the Unit Owner, it will be the responsibility of the Unit Owner to remove any fences or posts, any other gardening paraphernalia, and to restore the plot to its prior condition, including reseeding with the appropriate grass or wild flower seeds as prescribed by the Board.

f. Upon failure by the Unit Owner to perform any responsibilities with respect to a garden plot to the satisfaction of the Board, the Board may perform such work and assess the Unit Owner for the cost thereof.

IV. USE OF UNITS

A. **Gas grills**. Gas grills should be placed within the confines of the deck but are prohibited under covered porches or overhangs. Insurance guidelines recommend grill be no closer than 10 feet of the buildings if possible. Propane tanks may not be stored in basements or garages.

B. **Fire pits**. Fire pits may be placed on decks or patios after receiving written approval from the Board through the submission of a request to the Architectural Request Committee (Appendix 1). Fire pits may not be installed under covered portions of decks/structural overhangs. Insurance guidelines recommend installation be no closer than 10 feet from the buildings if possible. Insulation (deck pad, raised insulated platform, or other protection provided by the manufacturer) must be installed under the unit to protect the AZEK decking. Any subsequent needed repairs to the building and decking, caused by damage from the fire pit, is the responsibility of the unit owner.

C. **Propane Use**. Use of propane at a unit is subject to Board approval and the following conditions:

1. All tanks will be placed above ground.

2. Tanks must be placed against the wall of the owner's unit when their distance from windows, doors, and potential sources of flame allow.

3. Since the propane provider owns the tank, they will determine appropriate tank size based on usage.

4. Each owner who desires propane will submit a request to the Architectural Request Committee (Appendix 1) to the Board to include: intended use, anticipated timing of installation, size and shape of tank, proposed location(s) authorized by the propane installer, and complete plans and timing of installation of camouflage of tank consistent with the standard established in Appendix 3.

5. The Board has final approval of tank location, camouflage plan design, and size of tank.
6. If any terms of approval from the Board are not met, the owner will be responsible for tank removal.
7. Unit owners with tanks are responsible for providing access during the winter months.
8. Unit owners with tanks are responsible for maintenance costs for propane tanks and screening camouflage.
9. Propane tank camouflage already in place will be grandfathered, coming into compliance with the standard established in Appendix 3 upon subsequent substantive repair or replacement.

D. Parking and Vehicle Use.

1. Unless otherwise authorized by the Board, the parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a gross vehicle weight of less than 8,000 pounds.
2. Guest parking areas are intended for the primary use of visitors, whether personal or business. Except as approved by the Board, vehicles belonging to unit owners should not be parked in the Guest Parking areas overnight.
3. Motor homes, campers, or recreational vehicles designed for sleeping owned by unit owners may be parked in unit driveways overnight for a maximum of one night to prepare for a trip and one night to unpack from a trip. Motor homes, campers, or recreational vehicles designed for sleeping owned by guests may be parked in unit driveways overnight for a maximum of two nights. People may not sleep overnight in these vehicles when parked in unit driveways.
4. No vehicles shall be parked with a conspicuous "For Sale" sign attached.
5. There shall be no parking on lawns.
6. There shall be no overnight parking on Wildwood Circle.
7. Automobile drivers shall obey the speed limit and follow the directional arrows.
8. No boats, trailers, campers, or similar recreational vehicles, may be stored on the property outside of the garage of the Unit, without approval of the Board.

E. Pets

1. No animals of any kind shall be raised, bred, or kept in any Unit or on the Common areas and facilities of the Condominium (Common Elements) except an owners may keep, as pets:
    a. Up to two dogs, provided that;
        i. Aggressive species of dogs and dangerous dogs are not allowed, specifically, any pets or visiting animals which are deemed dangerous by the Board of Directors, or any dog that, without provocation, assaults an individual or domesticated animal, or otherwise causes a person acting in a reasonable manner to fear bodily harm.
    b. Up to two cats;
    c. A reasonable number of other ordinary household animals, such as caged birds or tropical fish which do not normally leave the Unit.
2. Except as otherwise provided in these Rules and Regulations, keeping, boarding and/or raising of animals including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.
3. Each pet must be licensed and/or inoculated as required by law.
4. No pets or animals shall be permitted in the Common Elements unless under the control of a responsible person by leash. “Invisible fences” and “runs” for pets are not allowed.
5. Unit Owners will make reasonable efforts to limit the urination and defecation by their pets or pets visiting their unit to the yard area behind their unit and will make every reasonable effort to prevent their pets or pets visiting their unit from urinating or defecating on the other Common

Elements. In order to maintain cleanliness and control disease resulting from insect populations, and consistent with Section 5-71 of the City of Portland ordinances pet owners shall immediately clean up and remove all feces left by their pets in all Common Elements, including behind and beside the units, and within the woods at the top of Pheasant Hill Road.

6. It is the responsibility of the Unit owner to ensure that their pets or pets visiting their unit do not become a nuisance in any way or interfere with the rights, comfort, or convenience of any other Owner.

   Actions which give rise to a nuisance may include, but are not limited to, abnormal or unreasonable crying, barking, or scratching which can be heard outside of the Unit's walls, digging in lawns or planting areas, scratching or leaving paw marks on vehicles, or unhygienic offensiveness within a Unit or the Common Elements.

7. The pet owner is fully and solely responsible for personal injuries and/or property damage caused by the pet, whether to buildings, Common Elements, Limited Common Elements, or any private or personal property. Such injuries and/or damage shall be repaired or compensated at the sole expense of the pet owner or the Owner of the Unit at which the pet was visiting or staying. If the Association or its insurer advances costs for such repairs or compensation, then the Owner shall reimburse all such costs to the appropriate party.

8. Upon determining that a violation of these rules and regulations has occurred, the Board of Directors may fine and assess sanctions or penalties against an offending Unit Owner or expel the dogs, cats, or other pets in accordance with the Section V. C. of these Rules and Regulations.

F. <u>Leases</u>

1. No unit shall be leased for a period of less than thirty (30) d a y s .
2. Commencing January 1, 2017, no more than one rental lease will be allowed per unit per calendar year.
3. No unit shall be leased except under a written-form of lease, which shall include the following mandatory lease covenants:
   a. Lessor and Lessee mutually agree to the following covenants prescribed by the Board of Directors of Alden's Walk Owners Association (hereinafter referred to as the Association) pursuant to Section 8.3 of Alden's Walk Condominium Declaration:
      i. The within described premises are leased subject to, and Lessee hereby agrees to be bound by, the provisions of the Maine Condominium Act, 33 M.R.S.A & 1601-101 et seq., as amended, and all of the terms, conditions and restrictions contained in said Alden's Walk Condominium Declaration and Bylaws of the Alden's Walk Owners Association, the Rules And Regulation of the Association and any amendments to any of the foregoing all of which Lessee acknowledges familiarity with.
      ii. In the event that the payment of assessment, charges or any other amounts due to the Association become more than 30 days past due, the Unit Owner authorizes the Board to require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and past due assessments, charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage which has exercised an assignment of rents. The Association's notice to the tenant and other occupants shall be conclusive and binding as to the obligation to pay the rent directly to the Association and as to the amount of common charges, assessments and other fees due.
      iii. Lessor and Lessee hereby mutually agree that the Association shall have the power to enforce Lessor's rights under this lease and shall have the power to enforce the provisions of the Maine Condominium Act and any of the terms, conditions and restrictions contained in said Declaration, Bylaws, Rules and Regulations of the Association and any amendments to the foregoing as if Lessee were a unit owner. The Association's rights include, without limitation, the right of said Declaration to prohibit

Lessee from the use and enjoyment of any or all of the common areas not essential to access to the unit in the event Lessee defaults in the payment of any amount due to the Association by Lessee as provided herein, or in the event Lessee or Lessee's employee, licensee, guest or invitee shall violate any provision of the Maine Condominium Act, said Declaration, Bylaws or Rules and Regulations of the Association. The Association shall have the right upon any such violation to assess fines against the offending party and owner. Lessee hereby agrees to pay any such penalty assessed during the term of this lease against Lessor, Lessee, or the employee, licensee, guest or invitee of Lessee except that any penalty resulting from such violations by Lessor or Lessor's employee, licensee, guest or invitee shall be paid by Lessor. The Association, as well as Lessor, shall have the right to enforce the terms of this lease against Lessee including all remedies under Maine law including, without limitation, all possessory remedies under the Forcible Entry and Detainer provisions of Title 14 M.R.S.A.

iv. Any failure on the part of Lessee to comply with the Maine Condominium Act, the Declaration, the Bylaws or the Rules and Regulations shall constitute a default under this lease.

4. Each unit owner shall, promptly following the execution of a lease of a unit, forward a conformed copy thereof to the Board.

G. <u>Exterior Hot Tubs or Spas</u>

1. Exterior hot tubs or spas are not allowed
2. Currently installed hot tubs (as of July 16, 2015) for Units 11, 14 and 17 are grandfathered and allowed until the change of ownership of these units via sale or other means.
3. Hot tubs at these units must be removed prior to any change of ownership.
4. The Board reserves the right to add conditions or revoke approval should the unit owner not comply with the maintenance and use rules stated below.
5. Maintenance and use of grandfathered hot tubs:

a. No owner, family member or tenant shall allow any equipment to fall in disrepair or inoperable condition. At no time shall the equipment become a nuisance or breeding area for insects, pests or vermin.

i. The equipment must be completely covered when not in use.

ii. The owner shall be responsible for any injuries to persons using the hot tub, the cost of any damage to the unit or the community as a condition of agreement to install such equipment.

iii. The Board may act upon any complaints from unit owners about excessive noise from either the equipment installed or individuals using the hot tub. Board action could include additional conditions or revocation of approval.

iv. Use of the hot tub is restricted to the hours of 8:00am to 10:00pm.

H. <u>Outdoor activities</u>

Each homeowner may enjoy the use of the Association's common spaces, while observing good public safety and the rights of the other homeowner(s). The Association encourages all owners to communicate directly and respectfully regarding concerns or disputes which may arise. If, after such communication, an issue remains unresolved, the owner with an issue may ask the Board for help in addressing the issue or may involve local authorities if, in their own judgement, such involvement is warranted.

V. MISCELLANEOUS

A. <u>Community Affairs Advisory Committee</u>

1. The Community Affairs Committee consists of a Board member as Chair and no more than two (2) other Association members, all of whom are appointed by the President

2. At the request of the President, the Committee shall advise the Board regarding activities, by the City of Portland and by other governmental, business or civic entities, that would have a potential impact on the Association and unit owners. Reports from the Committee to the Board shall be presented on an as-needed basis, for appropriate action.

B. Architectural Request Committee (ARC)

1. The Architectural Request Committee consists of the Board of Directors, the President of the Board serving as Chair.

2. The Committee has the responsibility of reviewing, approving or denying all alterations of the Common and Limited Common areas as delineated within these Rules and Regulations.

C. Interpretation. In accordance with Article 13 of the Declaration, any dispute or disagreement between unit owners with respect to interpretation or application of the Condominium Declaration, the Association's Bylaws, or these Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

D. Procedures for Monitoring Compliance

1. **Inspection**

a. The Board shall periodically survey the common areas for compliance with architectural and other requirements of these Rules and Regulations.

b. The Board shall inspect properties undergoing improvements to common areas at completion, notify the unit owner in writing of violations, if any, and when satisfied that the conditions are met as set forth in the approval application, issue a certificate of compliance upon request of the unit owner.

2. **Violations**

a. All reports of alleged violations of the Declaration, Bylaws or these Rules and Regulations must be submitted in writing to the Board.

b. The President will appoint one member of the Board to investigate the allegation. If no violation is discovered, the complainant will be informed in writing. If it appears that there is a violation, the investigating member of the Board will turn the matter over to the Board, accompanied by a report and recommendations.

c. If the Board determines a violation has occurred, the complainant, offending party and the unit owner shall be given written notice of the violation committed and the necessary corrective action that is required. If the violation has not been corrected, or if satisfactory plans for correction of the violation have not been submitted to the Board, within ten (10) days following the deadline for corrective action, the Board may impose such sanctions or penalties as it deems appropriate in accordance with Article V, Section 7 of the Bylaws.

d. Any person against whom a penalty is asserted under this section shall be entitled to a hearing before the Board, but a request for a hearing shall not interrupt the time for correcting the violation or complying with any penalty.

E. Bylaws, Rules and Regulations Committee

1. The Bylaws, Rules and Regulations Committee shall consist of a Board member as Chair and such members of the Association as appointed by the President.

2. A member of the Association may request that the Board consider amendment, modification or revocation in any respect of the Bylaws of the Association or to the Rules and Regulations of the Association.

3. Prior to taking action, the Board shall refer the request to the Committee for review, except as provided in paragraph 5 of this section. If deemed warranted, the Committee shall prepare appropriate draft proposal(s) for submission to the Board and to members of the Association for comment.

4. Upon review of comments received, the Committee shall submit to the Board a report which may include final draft proposal(s) for review and appropriate action by the Board. Such action by the

Board may include (i) adoption by the Board of amendment, modification or revocation of the Rules and Regulations in any respect, or (ii) referral to the Association adoption of amendment, modification or revocation of the Bylaws in any respect, for a vote by members in accordance with Article IX of the Bylaws.

5. In situations which the Board deems necessary, the Board may amend or adopt rules or regulations without prior referral to the Committee. If that is done, any member of the Association may request that the rule or regulation be withdrawn or amended, using the procedures outlined in paragraphs 2, 3 and 4 of this Section V.D.

F. <u>Access to Units</u>

Access to Units – Emergency and Non-Emergency Access.

Unit ownership establishes an owner's right to privacy, often called the "covenant of quiet enjoyment", which ensures they can live without undue interference.

1. Emergency Access: The Association Board, Property Manager's personnel or Emergency Services personnel shall have the right to access any unit in case of an emergency. An emergency is a sudden event that requires immediate entry to prevent serious harm to people or significant damage to the property.

   a. Trusted Contact Information for Emergency Access: To facilitate emergency access, each unit owner will provide the Association with the name, phone number, and email address of one (1) or two (2) Trusted Contacts who will have:

      - A spare key, or
      - Knowledge of where a spare key can be found, or
      - Entry code for keyless entry units

      The Trusted Contact information will be placed on the Property Manager's portal in an area of the Document Library accessible to Board members and Property Manager only.

      If a Unit Owner does not provide the Association with at least one (1) Trusted Contact or the Trusted Contact(s) cannot be contacted in a timely fashion, it is understood by the Unit Owner that forced access in an emergency may be necessary, and repair of any resulting damage to the Unit will be the responsibility of the Unit Owner.

2. Non-Emergency Access: For the purpose of performing installations, alterations or repairs to the common areas and facilities in any unit or accessible therefrom, the Association may access the property after seeking the permission of the Unit Owner.

   In these cases, the Board or Property Manager must provide "reasonable notice" before entering a home, which is commonly considered to be 24 hours in advance. This notice must specify the reason for the entry, such as making necessary repairs or conducting an inspection. These entries are also restricted to "reasonable times", usually interpreted as normal business hours. The requirement for advance notice is the default standard that can only be overridden by a true emergency.

Appendix 1
Alden's Walk Architectural Request Committee Process

Step 1: Architectural Request Committee (ARC) Submission

- Log on to the Association's Property Management Services of Maine portal (https://home.propertymanagementservicesmaine.com/public).
- Select "Requests" from the menu on the left side of the Home Page.
- Select "ARC Request".
- Choose an Item. If the item you want to do or "other" not available, select something that does appear and then move on to the Subject line. The Association will update the choices as more information is received so that the list becomes more comprehensive.
- In the Subject line list or reiterate what you are requesting to do that requires an ARC approval.
- In the Work to be Done line provide a detailed explanation of your request, providing as much information as possible, including at who will be performing work and at whose expense the work will be done, and referring to pertinent Bylaws, Rules and Regulations as appropriate.
- Estimate Start and End Dates.
- Attach additional documents and photos as applicable, including required permits (if secured by this part of the process), and Certificate of Insurance for vendors.

Step 2: Submit Request to the Board

- The Property Manager will acknowledge receipt of your ARC application and notify the unit owner if anything else is needed before it can be forwarded to the ARC.
- The ARC will approve or deny the request, providing an explanation of any added stipulations on approval. If more information is required for the ARC to act, the Unit Owner will receive an email from the ARC Chair and/or from the Property Manager, asking for that information.
- If the ARC request is denied, an explanation will be provided. Owners will receive email status updates to the ARC request as long as they have selected "email" for general communications from the Property Manager. Owners may have to check "junk" or "spam" folders for these emails. Owners will also be able to log onto the portal at any time to check status or email the Property Manager for status if they are having difficulty locating their ARC request.

MAKE SURE YOU HAVE SELECTED "EMAIL" FOR YOUR GENERAL COMMUNICATIONS PREFERENCE IN THE PROFILE SETTINGS ON THE PORTAL SO THAT YOU RECEIVE EMAIL UPDATES FRO YOUR ARC REQUEST.

Appendix 2
Plat indicating backs of yards



Appendix 3

Standards for Propane Tank and Stationary Generator Camouflage

Propane tank camouflage: (see photos below)

- Propane tanks placed against the wall of a unit will be camouflaged with fencing that must match the clapboard style of the buildings, including the reveal, color, and trim dimensions. The stain color of clapboards, trim and hardware must match the colors on the condo unit.
- In order to provide for maximum ventilation, propane fencing must be elevated a minimum of 8 inches above the ground, and completely open at the top. In addition, shims of at least ¼ inch thickness must be placed between each strip of clapboard for adequate air circulation.
- Propane fencing must be at least 8 inches taller than the propane tanks.
- Fencing doors must match the overall style of the fencing.
- Fencing must be securely anchored or attached to the building if placed immediately against the structure. If tanks are placed away from the building, the fencing must completely surround the tank(s).
- Beyond these specifications, specifics of design, i.e., where the doors for servicing are located, can be driven by functional considerations. When safety requires placement away from the wall of the unit camouflage with bushes and shrubs that keep their leaves all year, e.g. coniferous shrubs, rhododendrons, holly, etc. in extent and height at maturity must fully obscure the propane tank.
- The Unit Owner is responsible for maintaining the camouflage in a condition consistent with these standards.

Stationary backup power generator camouflage:

- Stationary backup power generator must be camouflaged with bushes and shrubs that keep their leaves all year, e.g. coniferous shrubs, rhododendrons, holly, etc.
- Bush and shrub camouflaging in extent and height at maturity must fully obscure the stationary generator, leaving visible only that portion of the generator where exhaust from the stationary generator precludes any screening or obstruction.
- The Unit Owner is responsible for maintaining the camouflage in a condition consistent with these standards.

Subject to Board final approval, Unit Owners may offer alternative propane tank and generator camouflage plans.





Appendix 4

Property Maintenance, Repair and Replacement Cost Allocation Guide*

This chart has been prepared to serve as a guide only. In all matters relating to responsibility for maintenance and repairs and the associated costs, final decisions shall be made by the Board of Directors in accordance with the Declaration, Bylaws, Rules and Regulations

Air conditioners and heat pumps		O
Appliances: dryer vents (cleaning or replacement)		O
Appliances: including, but not limited to, stoves, kerosene heaters, and other heating units, and collateral damage caused by malfunction		O
Attics		O
Basement		O
Chimney: annual inspection; exterior repair including caps	A	
Chimney: flues, cleaning, etc.		O
Decks, patios and porches: replacement, painting and repair (except damage caused by unit owner)	A	
Doorbells		O
Doors, exterior and interior, including storm and screen doors and all hardware		O
Doors: garage door, weather stripping, electric opener, tracks, entension springs, top strut & hardware		O
Electrical: exterior lights and fixtures, outlets, and wiring for them (replacement/repair, requries Board approval		O
Electrical: generators and solar panels		O
Electrical: internal, including switches, outlets and wiring; telecommunications wiring and hardware		O
Electrical: service wiring exterior to the unit	A	
Electrical: street lights	A	
Exterior envelope repair and replacement including roofs, siding and trim; and interior damage resulting from common element failure	A	
Exterior: deck maintenance and repair		O
Exterior improvements installed by owners present or past (with or without Board approval)		O
Fences and camouflage enclosing fuel storage and heat pumps		O
Flooring: wood, carpet, tile, linoleum repairs and replacement		O
Foundation (concrete deterioration or cracks)	A	

Garage interior		O
Gutter, downspouts and rain diverters, including gutter cleaning	A	
Heating systems: parts/repair/replacement within living units (including collateral damage caused by leakage)		O
Landscaping: Common Element gardens and plantings (front and side; defined in Rules and Regulations; gardens and plantings that have been improved by unit owners will be the responsibility of the unit owner to maintain)**	A	O
Landscaping: Limited Common Element gardens and plantings (rear of units; defined in Rules and Regulations Appendix 2); Board approval for perennial plants and shrubs required**		O
Landscaping: lawns and woods	A	
Landscaping: removal of diseased or overgrown permanent plantings	A	
Mailboxes	A	
Painting/staining of unit exterior including exterior doors, trim and garage doors (excluding replacement doors)	A	
Pests, exterior	A	
Pests, within the building envelope		O
Plumbing, cleaning of sanitary drains from interior plumbing fixtures to outside cleanout		O
Plumbing, washer hoses (including collateral damage caused by leaks)		O
Plumbing, water lines, drains and plumbing fixtures inside the unit		O
Plumbing, water service line from main to unit, including under concrete slabs or basement floors	A	
Plumbing: cleaning of sanitary drain from outside cleanout to main sewer line	A	
Plumbing: exterior to unit boundary	A	
Plumbing: front, rear and garage hose spigots		O
Plumbing: interior to unit boundary, including washer hoses and collateral damage caused by leaks		O
Plumbing: water heaters (including collateral damage caused by leaks)		O
Property damage to any common area caused by unit owner or guests		O
Roads, driveways, sidewalks and paved walkways	A	
Snow removal: heating vents, fuel tanks, decks and patios		O
Snow removal: roads, driveways and paved walkways	A	
Walls: interior sheetrock and other interior wall painting, other materials and coverings		O
Window: replacement (requires Board approval), glass repair, maintenance, screens, hardware, and washing; including skylights and skylight flashing		O

*This chart has been prepared to serve as a guide. In all matters relating to responsibility for maintenance and repairs and associated costs, final decisions shall be made by the Board of Directors of Alden's Walk in accordance with the Declaration, Bylaws, and Rules and Regulations.

**Individual unit owners may submit a request to the Architectural Request Committee (Appendix 1) in writing, expressing a desire to plant and maintain annuals, perennials and shrubs of their choosing within the Common Elements in front of and to the side of their unit and within the Limited Common Elements in back of their unit. Approvals of these plans for installation and maintenance will be filed with the property manager and provided to new buyers as part of the required Condominium Resale Certificate with the understanding that the responsibility for these approve request will pass to subsequent unit owners as part of the sale of the unit.