# RULES AND REGULATIONS FOR PINE HILL CONDOMINIUMS

***Revised May 2024***

The Board of Directors welcomes the assistance of all Unit Owners. Violations should be reported to the Manager of the Condominiums and not to the Officers of the Association. Your complaint will be held in confidence. The Manager will give notice of the violation to the violating Unit Owner (except in cases of vehicle towing Section 1.) All disagreements will be presented to the Board, which will determine the appropriate action to be taken. Unit Owners are responsible for compliance with all Rules and Regulations by their guests, invitees, and tenants. With this in mind, there can be no substitute for common sense and the desire to get along with your neighbors.

No Owner or Occupant will violate the Maine Condominium Act, the Declaration, By-Laws or the Rules and Regulations enacted for the use of the Units and Common Elements and amended from time to time by the Association. The invalidation of any portion, paragraph, phrase, or provision of this agreement will in no way affect any other provision of this agreement which will remain in full force and effect.

Every Unit Owner and occupant will comply with these Rules and Regulations as set forth herein. Failure of a Unit Owner or Occupant to so comply shall be grounds for action to recover sums due for damages, injunctive relief, or any combination thereof. The Board of Directors will have the authority to enforce these Rules and Regulations. The Board of Directors will be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request. Any consent of approval given may be amended or repealed at any time by resolution of the Board of Directors.

If Unit Owners are in question about any of these Rules and Regulations, or in doubt as to what this document covers, please check with the Board of Directors before doing something on your own.

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# I. VEHICLES

Vehicles will/may be towed immediately at the owner's expense for violation of the following:

A. No power or sailboats, trailers, mobile homes, or commercial vehicles will be permitted. Canoes and kayaks will be stored in the rear of the buildings in such a manner as to not damage the building or impede landscaping.

B. Anyone who leaves for an extended period of time needs to make arrangements for their vehicle to be moved if it becomes necessary. Only two vehicles per unit are allowed.

C. For the purpose of snow removal, all cars are to be moved out of Pine Hill by 8:30 AM in accordance with the snow policy or the vehicle will be towed at the owner's expense; a fine in the amount of one month's dues will be allocated to any unit in violation.

D. No vehicle will be parked on the grass or sidewalks. Nor will any vehicle be allowed to park on, or obstruct in any way, the fire lane. The trash receptacles will not be blocked. **No vehicle will be parked in any place other than a marked space belonging to the respective Unit Owner**, or with said Unit Owner's permission to use another unit's space. These are grounds for immediate towing.

E. Washing vehicles and minor repairs are allowed, as long as it does not disturb your neighbors. All waste (oil, antifreeze, etc.) must be cleaned up and properly disposed of. Vehicles cannot be parked on the grass for washing or repairs.

F. Unit owners are asked to have guests park in your numbered spot. Guests are not allowed to park in another Unit Owner's numbered spot without permission. Parking is limited. Unauthorized long-term or routine non-resident parking is not permitted.

G. No vehicle having the appearance of being abandoned, or that which is inoperable or unregistered will be allowed.

H. Tarps, canvas, or plastic covers will be folded and removed when not securely fastened to the object it covers.

I. Motorcyclists are responsible for protecting the surface below their motorcycle from damage caused by their kickstand or center stand. Cyclists are further responsible for removing whatever device is used to protect the surface when it is not in use under the motorcycle. Motorcycles are not allowed to park on the sidewalk, grass, or porches. Motorcycles should only be parked in the parking lot.

## II. NOISE

A. Unit Owners, guests, tenants, dogs, or other pets will not make or permit any disturbing noises in the buildings or within the Common Areas, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or convenience of other Unit Owners.

B. Minimum volume of all noise will be enforced between the hours of 9:00 pm and 8:00 am.

C. Carpentry work, carpet laying, picture hanging, or any trade (or do-it-yourself) work involving any noise must be done between the hours of 8:00 am and 9:00 pm.

D. Renters and relocating Owners are asked to limit moving activities to between 8:00 am and 9:00 pm.

## III. ALTERATIONS/IMPROVEMENTS/ADDITIONS

A. No Unit Owner will have any reflective substance placed on any glass surface.

B. No changes to the exterior of buildings will be permitted without written permission from the Board of Directors. Satellite dishes must be approved by the Board prior to installation.

C. Except for the small, standard, non-illuminated number on their Unit, no Unit Owner will erect any sign on or in their Unit or any limited Common Element that is visible from outside, without - in each instance - having obtained the prior written permission of the Board of Directors.

D. No Unit Owner or Occupant will, without the prior written consent of the Board of Directors, make or permit to be made any structural alteration, any improvement, or any addition to the outside of their Unit or to any Common Areas. No one will, without the prior written unanimous consent of the Board of Directors, do any act that would impair or alter the structural soundness or integrity of the buildings or the safety of the property. Please note that all alterations that affect the exterior integrity of the unit must be approved by the Board. Failure to acquire approvals will ultimately result in title encumbrances that will delay the sale of the unit. Including:

1. Standard exterior colors will not be altered.
2. Exterior doors may be painted in the following colors to maintain uniformity: any shade of white or Sherwin-Williams Cordovan
3. No clotheslines are allowed.
4. No dog runs are allowed.

E. Special Provision:

1. Flowers and shrubs may be planted around the units once the design/plan has been reviewed and approved by the Board.

   NOTE: Individualized flower and shrub beds are to be the maintenance responsibility of the Unit Owner and transferred if the unit is sold. Failure to maintain will result in a return to the original plan at the Owner's expense.

2. The installation of sill cocks (faucets) in the back of units, at owner's expense must be reviewed and approved by the Board.

F. Alternative Heating Systems: The following Alternative Heating Systems are allowed, only with prior written approval from the Board of Directors:

1. Wood-burning pellet stoves, gas fireplaces, propane or wood-burning stoves.
2. Monitor heater #22 (kerosene) with a self-contained 1.8-gallon tank with portable 5gallon refill storage tank(s) or standard outside tank.

Request for Board approval should include:

1. Type of heat system, make and model number, including type of fuel and storage location
2. Name and address of installer
3. Diagram of system location and proposed exhaust exit

G. To maintain a uniform and pleasing appearance of the exterior of the buildings, no awnings, canopies, glass enclosures, vents, or projections will be attached to the outside walls, doors, windows, roof, or other portions of the buildings or the Common Elements

Exceptions:
1. Deadbolts, knockers, and peepholes may be installed at the Unit Owner's expense.
2. Window air conditioners may be installed at Owner's expense.
3. Decorative items such as flags and flower bed ornaments are allowed.

H. HOT WATER HEATERS should be replaced every ten years or sooner, depending on the manufacturer's recommendations. **If a hot water unit fails and leaks into a neighboring condominium, the owner will be responsible for paying for damages.**

I. CO2 detectors-code requires that each floor of a unit must have a CO detector.

## IV. WASTE DISPOSAL

A. All refuse, waste, bottles, cans, and garbage will be securely contained before being placed in the provided dumpster. Cartons will be flattened or recycled. The Association's recycling pickup is on Fridays and all Unit Owners are encouraged to participate.

B. The Manager will have the dumpster emptied regularly. Should the dumpster be full, trash or refuse **will not** be placed outside the dumpster.

C. All non-household rubbish as well as large items such as furniture, tires, carpeting or appliances will be the owner's responsibility to take to the City landfill or donate to Goodwill or Salvation Army.

## V. COMMON AND LIMITED COMMON ELEMENTS

A. The sidewalks and entrances, and similar areas of the Common Areas will not be obstructed.

B. The personal property of the Unit Owners must be stored neatly, either in the Unit or to the back of their respective Units. Front porches may have planters and lawn furniture. Bicycles, children's scooters, and toys will be stored neatly in the rear of the Unit.

C. Unit Owners are not permitted on the roofs for any purpose, except as otherwise permitted by the Board of Directors.

D. No littering is allowed on or around any of the Limited and Common areas. Cigarette butts, wrappers, and packages must not be discarded on any Common and Limited Common elements.

E. A ten (10) mile per hour speed limit and stop sign will be obeyed while in the complex.

F. Unit Owners will be liable for all damages to the buildings or grounds caused by the receiving of deliveries or the moving or removing of furniture, or other articles, to and from the area.

G. Fire pits, or any other flammable decorative lighting or heating devices, are not allowed outside any unit.

H. Children will be the direct responsibility of their parents or legal guardians, who must supervise them at all times while they are in the complex. Full compliance with these Rules and Regulations, and all other rules and regulations of the Association, will be required of such children and their guests. No play activity at a noise level that prevents other residents from the quiet enjoyment of their home is permitted.

## VI. UNIT

A. No electronic installation will be permitted in any building that interferes with television or radio reception in another building.

B. No noxious or unusual odors will be generated in such quantities that they permeate to other buildings or other Common Areas. Normal cooking odors reasonably generated will not be considered in violation of this regulation.

C. Flammable, combustible, or explosive fluids, chemicals, or substances will be kept in approved containers. No containers larger than ten (10) gallons will be permitted on the premises except for outside K-1 and propane tanks used for heating.

D. No Unit will be used, occupied, or kept in a manner which in any way increases the fire insurance premiums for the premises, without prior written permission of the Board of Directors. Such permission may be conditioned upon the Unit Owner of such Unit being required to bear the cost of such an increase.

E. No Unit or any part of the Common Elements will be used, occupied, or kept in a manner which violates any law, statute, ordinance, or regulation of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the premise.

F. The Unit Owner will be responsible for maintaining said unit in good order and repair, at the expense of such Owner, including (but not limited to) cleaning and replacing glass panes and screens on any window serving such Unit.

G. Units with fireplaces must have chimneys cleaned once a year to prevent chimney fires. Proof must be provided to the manager that this has been done. Failure to notify the Manager will result in fines.

H. Any outside cooking grills, when in use, shall be as far away as possible from siding to prevent fire.

I. No birdfeeders or feeding of wildlife of any kind is permitted.

## VII. PETS

A. Each Unit is limited to two dogs and two cats. Any other animals must be approved by the board.

B. Dogs must be on a leash at all times while in common areas. Tethers may be used to the rear of the Unit as long as it does not infringe upon your neighbor's area.

C. All animal waste will be removed immediately or fines will be imposed.

D. Destruction to Limited Common Areas, as well as to Common Areas, due to pet damage is the responsibility of the Unit Owner.

E. No animal shall be tied or leashed outside the unit without the presence of a responsible person at all times.

F. The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the size and species, to establish additional behavior requirements, and to expel any offending animals from the Condominium.

## VIII. LEASING RESTRICTIONS

If the Unit is rented and the payment of the Common Charges/and or Service Charges, or other amounts due to the Association becomes more than 30 days past due, the Association may require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of Common Charges and other fees due. The Unit owner shall have ten (10) days after such notice is sent to file any objection with the Board of Directors, such objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of canceled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

## IX. CONDOMINIUM FEES

A. Fees will be paid on or before the first of each month. Failure to do so will result in the following actions:

1. There will be a fifteen (15) day grace period after which a late fee of $25.00 per month will apply.
2. All fines and fees must be current by the annual Association meeting or the Unit Owner will not have the privilege of voting at said meeting nor the right to voice any opinions.

3. Interest on outstanding fees and fines will be applied according to the by-laws equaling 18% APR.
4. If a unit has an outstanding balance from fines or dues, the Board may place a lien on the property and/or send the balance to collections.

## X. POLICY ON FINES

A. The Board of Directors has set the following policy on fines for violation of Rules and Regulations to be enforced by the Management Company (except for vehicle towing).

1. One written notice of any violation is required, and a fine will be issued for the second offense.
2. The following fees will apply: The amount of one month's dues as allowed per Pine Hill Condominium By-laws.
3. If the fine is not paid within thirty (30) days, the first condominium fee received will be applied towards the fine.
4. If fines are not paid within six months of being issued the board has the right to send the balance to a collection agency.