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RULES AND REGULATIONS

OF

BRYDON FARM CONDOMINIUM ASSOCIATION

REVISED: January 30, 2023

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1. GENERAL

1.1. Adoption and amendment. The Brydon Farm Condominium Association (“the Association”), acting through its Board of Directors, hereby adopts the following Rules and Regulations ("Rules"). These Rules supersede and replace in their entirety any prior Rules adopted by the Association. These Rules may be amended from time to time by vote of the Board of Directors.

1.2. Compliance and Definitions. These Rules shall apply to all Owners.

A. The term “Owner” shall mean the legal owner of a Unit, but shall also be deemed to include the owner of a pet visiting or staying at or in the Owner’s unit, regardless of legal ownership.

B. “The Property” shall mean all real property owned by or legally titled in the name of the Condominium.

C. To the extent applicable, all actions, duties, and obligations imposed by these Rules on an Owner shall also be imposed upon any resident, the family of an Owner or resident, and all guests, tenants or lessees, invitees, licensees, and other persons on the Property.

1.3. Obstructions. There shall be no obstruction of the Common Elements.

1.4. Document Conflict. In the event these Rules conflict with the provisions of the Condominium Declarations or Bylaws, the latter shall control in the order stated.

1.5. Insurance, Code Violations. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance applicable for residential use for any building or the contents thereof without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof, an increase in the rate for such insurance, or which would be in violation of any building or fire code. No waste shall be committed on the Common Elements.

1.6. Payment of Deductible. The Owner is responsible for payment of the first $1,000 of the applicable insurance deductible for damage to the Unit, or such other deductible amount as may then be applicable under the insurance policies carried by the Association.

1.7. Trash and Recycling. All garbage, trash and recycling must be stored inside a Unit or other designated area until the day prior to the day designated by the Association for collection, when it may be left outside in an animal-proof, covered container. Provided, however, that in the event a snowstorm is predicted, containers may be placed outside only on the day of collection. In no event may plastic or paper bags or cardboard boxes be used as trash containers. Large cardboard boxes slated for recycling, should be collapsed and placed either in between or under the trash/recycle container(s) so the cardboard does not blow away in the event of wind.

A. Recycling can be placed in either:

i. A clearly identifiable, covered, recycle container, no more than 32 gallons OR

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ii. A clear plastic bag which is placed inside a covered trash container.

B. Empty trash/recycle receptacles shall be returned to the interior of the Unit no later than the end of the day of collection. Any trash/recyclables spread on the Common Elements shall be promptly collected by the Owner. If the Owner fails to do so and action is taken by the Association or through its Property Manager, the Owner shall reimburse the Association for all costs incurred.

1.8. Plumbing, Sewerage, and Wastewater. The toilets and other water and sewer apparatus shall be used only for the household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes or other improper articles shall be deposited in the sewer or wastewater system. The cost of repairing any damage resulting from misuse of any of such apparatus shall be paid by the Owner causing such damage.

1.9. Unit Repair/Minimum Temperature. Each Owner shall keep the Unit in a good state of preservation, maintenance, repair, and cleanliness. An Owner shall not sweep or throw, nor permit to be swept or thrown, any dirt or other substance onto the Common Elements, other than sand swept from a garage onto the driveway.

A. Each Unit shall be maintained at a minimum temperature of no less than 55 degrees Fahrenheit in order to prevent the freezing of pipes and damage to the Unit, the adjoining Unit, and/or Common Elements.

1.10. Path for oil/propane tanks. An Owner—not the Association—is responsible for clearing a path through the ice and snow to the oil and/or propane tank for filling in the winter.

1.11. Nuisance/Noise. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to another Owner.

A. No Owner shall make, cause, or permit any disturbing noises at any time of day in any Unit, or on or in any Common Element, nor do, cause, or permit to be done anything, including the actions of pets that will unreasonably interfere with the rights, comfort, or convenience of any other Owner.

B. Owners shall keep the volume of any radio, television or musical instrument in the Unit sufficiently reduced at all times so as not to disturb any other Owner.

C. No Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation can be heard outside of the Unit's walls and shall disturb or annoy others.

1.12. Signs. No signs or window displays or advertising shall be permitted in or on any Unit, any part of any Unit, or upon the Property. This ban includes “For Sale,” “Open House,” “For Rent,” or “For Lease” signs, and specifically includes signs posted by brokers, whether the sign is affixed to the real estate or is a tent or A-type “temporary” sign.

1.13. Snowmobiles and ATV’s. The operation of snowmobiles and all-terrain vehicles (ATV’s) of any type is prohibited on the Property.

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1.14. Hangings and Visible Changes. No Owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, nor visible from the roadway exterior to the Unit, including through or upon windows, doors, or the masonry of the Unit, except as specifically provided below.

A. General Prohibition. This prohibition includes without limitation flags (except U.S. flags not larger than 3' x 5'), banners, laundry, clothing, rugs, signs, canopies, radio or television antenna and dishes, or any other items.

B. Awnings. An Owner may request permission to have an approved vendor install an exterior awning over the rear deck of the type and design approved by the Association. The Owner shall do so by making a written request with the Property Manager or the Building and Grounds Subcommittee of the Board of Directors.

i. Approved awnings vendor is NuImage Awnings of Maine, 207-407-5993
ii. Approved awnings are Series 7700 and Series K300
iii. Approved material is Sunbrella Mocha Tweed SKU 4616-0000

C. Television or Radio Antennas or Dishes. Installations of any such equipment or other items beyond the boundaries of the Unit are prohibited.

D. Window Air Conditioner Units.

i. Air conditioners are permitted only from May 1st through September 30th of each year.

ii. Air conditioners may be installed at an Owner's discretion in windows not on the front of the Unit.

iii. For windows on the front of a Unit, only one (1) air conditioner may be installed in one (1) front window, provided that:

a. The air conditioner is rated at a maximum of 8,000 BTU or smaller.

b. Prior to installation, the Owner must submit an application to the Property Manager for the Association showing the specific window where the air conditioner is to be placed and must receive advance written approval of the installation. Property manager may consult with the Buildings and Grounds Subcommittee for input as necessary.

1.15. Storage. Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture, propane fire bowls and barbeque units.

A. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas or Limited Common Areas.

B. No storage of any objects shall be permitted in any Common Element, and the same shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

C. No gasoline shall be stored or used in or near any Unit.

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D. No propane shall be stored or used in or near any Unit, excepting only heating systems installed by a licensed plumber or heating technician or that used for outdoor grills and fire bowls.

1.16. Garage Sales. There shall be no garage sales on the Property.

1.17. Open House. An Owner may hold a public Open House in connection with the sale or showing for sale or lease of units or for any other purpose to two (2) weekends per calendar month. As provided in Rule 1.12 above, no sign for such Open House may be displayed.

1.18. Illegal Acts. No Unit shall be used for any unlawful purpose and no Owner shall do or permit any unlawful act in or upon the Unit.

2. STRUCTURAL AND COMMON ELEMENT CHANGES

A. The maintenance, repair, alteration, improvement, general appearance and use of the Common Elements are under the exclusive control of the Association through its Board of Directors.

B. Except upon the written consent of the Board of Directors:

i. Nothing shall be done in or upon any Unit or upon any Common Element which may impair the structural integrity of the building or which may structurally change the building; and

ii. Nothing shall be altered, added, constructed on, or removed from or otherwise affect the Common Elements.

iii. The unit owner is responsible for all permit and building codes for the City of Westbrook, ME.

iv. No work may commence prior to the submission and approval of an Application for Exterior Addition or Alteration form.

C. Except in an emergency situation, an Owner shall not be reimbursed for any expense for any alteration or action for which prior approval had not been obtained from the Board of Directors, but which might otherwise have been an expense of the Association.

D. No Owner shall in any way compromise the integrity of the vinyl siding by putting nails, screws or any other device into or through the vinyl siding. No Owner shall power wash the vinyl siding, but may seek to have an approved vendor with appropriate insurance and certificates do so at the sole expense of the Owner.

E. Decks, Railings, Patios, Front Steps.

i. No deck or patio shall be enclosed or covered by an Owner except for the installation of the optional awnings as permitted by the Board of Directors. (see 1.14, B, Awnings)

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ii. Decks must be of composite or plastic material, and light to medium grey in color. All boards on deck must run parallel to the unit. Steps are to be of the same material and run vertical to the unit. Leading edge board must be full width. If the trellis board is under the deck, it must be replaced with same. All applications must be accompanied with a detailed plan with dimensions.

iii. Deck railings must be of PVC material and of approved design from Hancock Lumber (#1 E74050 1 ½ vinyl end cap, #5 E74042 1 ½ ADA end loop, #6 E74043 1 ½ 90 degree corner 12 x 12, #8 E74045 1 ½ 90 degree wall return, #9 E74046 1 ½ 180 degree post return, #15 E74028 Handrail bracket assembly)

iv. Front steps must be of composite or plastic material, and light to medium grey in color. All boards must run parallel to the unit.

F. Screen Doors.

i. Approved screen doors are Anderson Model 2500 and 3000, Larson Easy Vent XTR or similar.

G. Bulkheads.

i. Approved paint color is Benjamin Moore P22-1B base tinted YW Ox 4.9375, RX Ox 1.3125, BK Ox 5.1875

H. Exterior Doors.

i. Approved paint colors are Benjamin Moore HC-61, HC-113, HC-115, HC-116, HC-125, HC-135, HC-147, HC-152, HC-161, HC-169, CW-305, 206-30

I. Soffit Exhaust Fan Vents.

i. Bathroom exhaust fan vents are permitted to be installed in the soffits, at the unit owner's expense. The approved vent is Famco Round Soffit/Under Eave Plastic 4" WHITE Vent, SKU UEVD4.

J. Window Replacement.

i. Any window replacement must match the exterior look and appearance of the original installed window. Exterior look and appearance of the replacement window includes the following: Window must fit within the existing rough opening; Glass surface area must be as large as possible; Meets State/Local egress codes; Double-pane, energy efficient glass; White vinyl, vinyl covered wood or "Fibrex", NOT painted wood; White, internal, "6 over 6" mutins/grills; One sash lock per opening window; Tilt in feature for cleaning; Full outside screen removable and installable from inside the unit; Window lifts preferred.

ii. Installer should be experienced in installing replacement windows including any and all modifications to interior and exterior trim, fascia material or siding.

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iii. Unit Owner is responsible for any damage to exterior surfaces related to replacement window installation.

K. Rodent Access.

i. The Board will review identified rodent access on Common Elements and repair as deemed necessary. Unit Owner is responsible for extermination/removal of vermin inside the unit.

L. Foundation Repairs.

i. The Association will reimburse a Unit Owner up to $1,000 for the cost to repair structural (not cosmetic) foundation leaks and mold remediation. This is separate from any insurance coverage.

3. RESTRICTIONS ON USE

3.1. Except as provided below, the Unit shall be restricted to use as a family residence only and may not be further subdivided.

3.2. No Unit shall be used or rented for transient, hotel, or motel purposes.

3.3. No Unit shall at any time be used for any business purpose that infringes upon the rights, comforts, or conveniences of another Owner. A business use is permitted, however, if all activities are conducted entirely within the Unit, are not detectable from outside the Unit, and do not involve visits by customers, salesmen, or clients.

4. PET RULES

4.1. No animals of any kind shall be raised, bred, or kept in any Unit or on the Common Elements or Limited Common Elements, except an Owner may keep:

A. Up to two dogs;

B. Two (2) cats; and

C. A reasonable number of other ordinary household pets, such as caged birds or tropical fish which do not normally leave the Unit, do not make any noise, and which do not become a nuisance. All pets shall be inoculated as required by law.

4.2. Except as otherwise provided in these Rules, 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 or Limited Common Elements.

4.3. Each pet kept in a Unit for more than 72 hours shall be registered in writing with the Property Manager.

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4.4. Each dog must be licensed with the City of Westbrook. The owner shall provide the Association with information on the dog including breed, age, behavioral background, obedience training, and medical history.

4.5. No pets or other animals shall be permitted outside of a Unit except on a physical leash attended by a responsible person. Wireless or electric fence-type devices or leashes are not permitted. Declaration 7.6, (d) page 15.

4.6. Pet owners shall immediately clean up and remove all droppings left by their pets.

4.7. It is the responsibility of the pet owner to ensure that the pet does not become a nuisance in any way or interfere with the rights, comfort, or convenience of any other Owner.

A. 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 or Limited Common Elements.

B. The Board of Directors shall have the exclusive right in its discretion to determine what constitutes a nuisance.

4.8. Upon notice and opportunity to be heard, the Association may fine and assess penalties against an offending Owner or expel the dogs, cats, or other pets in violation of these Rules.

4.9. 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 owner 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.

4.10. Aggressive species of dogs shall not be allowed. Specifically, any type or breed which:

A. Is not covered by the Association's liability insurance or by the Owner's liability insurance;

B. Results in an additional insurance premium to the Association; or

C. Is deemed dangerous by the Board of Directors. For example, Dobermans, Rottweilers, and Pit Bulls or any mixtures thereof are breeds which are prohibited.

4.11. Upon the request of the Association, an owner shall submit a dog for evaluation as to aggressiveness by such person as may be selected by the Association at a fee of $100 per dog to be paid in advance by the Owner. The decision to allow a dog to be kept in a Unit may be made, amended, and revoked by the Board of Directors in its discretion.

5. RENTAL AND SUBLETTING OF UNITS

5.1. General. An Owner may lease or sublease the Unit at any time and from time-to-time for single-family residential purposes only.

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5.2. Written Lease. No unit may be leased or subleased without a written lease or sublease. The Board of Directors may suggest or require a standard form of lease for use by Owners. A copy of each lease or sublease shall be furnished to the Board of Directors or the Property Manager for approval at least ten (10) days prior to the execution thereof, to assure that the Owner is aware of and agrees to the Association's Bylaws and Rules. The Owner shall provide the Property Manager with a copy of the fully executed lease within ten (10) days after execution.

5.3. Copies of Documents. The Owner shall provide the lessee or sub-lessee with a copy of the Declaration of Condominium, Bylaws, and these Rules. The rights of any lessee or sub-lessee shall be bound by the covenants, conditions, and restrictions of the above documents and a default under any of the above documents shall constitute a default under the lease or sublease.

5.4. Power of the Board of Directors. In the event of default by the lessee in the performance of the lease, the Board of Directors has the power to terminate the lease or to bring a summary proceeding to evict the tenant in the name of the lessor after thirty (30) days prior written notice to the Owner.

5.5. Responsibility for Fees and Assessments. The Owner is responsible for any fees, charges, assessments, or penalties imposed by the Association on the lessee or sub-lessee if not timely paid, and for all damages to Association property caused by the lessee or sub-lessee.

6. PARKING AND VEHICLE USE

6.1. Unless otherwise authorized by the Association, 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.

A. Owner's vehicles must be parked in the Owner's garage or driveway. No street parking is allowed for Owner's vehicles, except temporarily following a snowstorm. After the streets have been plowed, vehicles in driveways may be moved to the street until driveways are plowed and sanded. After plowing and sanding, vehicles shall be returned to the driveway.

B. Owners or residents who wish to temporarily park an RV, camper, contractor trailer, boat or storage POD, etc. at their unit for a short period of time (no more than 7 days) must contact the management company in advance for Board approval. If permission is granted, parking must be in the driveway (not the street). If more time is needed, the owner needs to contact the management company again with a new timeframe for approval.

C. No inoperable vehicles, boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property, except within the fully enclosed garage forming a part of the Unit.

D. All vehicles must have current license plates and be in operating condition.

E. No motor vehicle repair may be carried on in the Common or Limited Elements.

F. No vehicles shall be parked on Common or Limited Elements with a conspicuous "For Sale" sign attached.

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G. There shall be no parking on lawns.

H. No unattended vehicle may be left in such a manner as to impede the passage of traffic or emergency vehicles.

6.2. No motorized vehicles shall be used on the Property, except on the streets.

6.3. All Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed at the Owner's sole risk and expense.

6.4. Parking shall not be permitted in areas posted against parking or which block or impede the use of sidewalks, garage entrances, or driveways. There shall be no overnight parking on the streets of the Condominium. To the extent parking on the street is permitted, it shall only be permitted on the side opposite the mailboxes.

6.5. If any vehicle owned or operated by an Owner shall be illegally parked or abandoned on the Property, the Association shall be held harmless for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner may have under the provisions of state or local laws and ordinances are hereby expressly waived. Further, the Owner shall indemnify the Association against any liability or expense which may be imposed upon the Association as a result of such illegal parking or abandonment and any consequences thereof.

7. STORAGE

7.1. All personal property shall be placed inside the Unit or garage, and is stored at the sole risk of the Owner. The Association shall in no event be liable for any loss, destruction, theft or damage to such property, even if due to the alleged fault or negligence of the Association.

7.2. Nothing shall be stored on the Common Elements without the prior consent of the Board of Directors. The exception being a barbeque or propane fire bowl that is stored in the rear of the unit. (See section 9.6)

8. ENTRY INTO UNITS

8.1. Upon request, each Owner shall provide to the Property Manager a working copy of any key(s) required to gain entry to any Unit. These key(s) ("emergency keys") shall be secured by the Property Manager and coded in such a way as to prevent identification by unauthorized persons.

A. Emergency keys shall be used only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Unit, other Units, or the Common Elements. Neither the Association nor the Property Manager shall incur any liability for failure to enter a Unit when doing so may have prevented damage to the Unit or its contents.

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B. No Owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors, unless a key to same has been provided to the Property Manager as stated above.

8.2. Agents of the Board of Directors or the Property Manager, and any contractor or workman authorized by the Board of Directors or the Property Manager, may enter any Unit:

A. With the permission of the Owner at any reasonable hour of the day for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation to perform repairs or maintenance or to inspect (or treat or exterminate) such Unit for the presence of any vermin, insects or other pests.

B. Without the permission of the Owner in the case of emergency, in which case entry may be immediate.

9. MANAGEMENT OF THE ASSOCIATION

9.1. No Owner shall use or attempt to use, employ, or direct any contract employees of the Association nor any of its vendors. No Owner shall seek to use such contract employees during the hours of their employment by the Association for any private business.

9.2. The Board of Directors is responsible for assessing the fees and common expenses of the Association which are due from the Owners. The Board of Directors shall take such action as is required to collect in timely fashion such fees and expenses.

9.3. All payments will be made by cash, check or money order payable to Brydon Farm Condominium Association and sent to the Property Manager.

9.4. Absent special circumstances, to protect the privacy and confidentiality of financial information about owners, full financial information shall be provided by the Property Manager on a regular basis only to the Treasurer and President of the Association, and upon request only to any other Director of the Association.

9.5. The Board of Directors, in administering and enforcing these Rules, acting directly or through the Property Manager, may levy fines and assessments against Owners for violations of these Rules, the Condominium Declarations or Bylaws, or the Maine Condominium Act.

9.6. Any regular or special general assessment shall be due on the first of the month following the assessment. The Property Manager shall send a letter to any owner 60 days or more in arrears advising that the owner must bring the arrearage current in 15 days from the date of the letter or a lien will be placed against the owner's unit. The letter from the Property Manager shall also state that the legal expense of preparation and filing of the lien as well as all late fees due will be added to the amounts due to the Association. The Property Manager is specifically authorized to lien the unit in question without the need for further Board action.

9.7. Upon a violation of these Rules, the Condominium Declarations or Bylaws, or the Maine Condominium Act, a letter will be sent to the Owner. The Owner shall have ten (10) days from the date on which the letter is mailed in which to:

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A. Cure or remedy the situation or action giving rise to the infraction(s); or

B. Request a meeting with the Board to review the determination of a violation. At such meeting, the issue shall be discussed only with the Owner, the Property Manager, and the Board of Directors. The decision by the Board of Directors shall be final and binding upon all parties.

9.8. Penalties.

A. If after ten (10) days of the date on which the letter is mailed, neither (A) nor (B) has occurred, a fine shall be assessed in the amount of Thirty-Five Dollars ($35.00) for each day of violation; provided however, that if the infraction is a parking violation, the offending vehicle(s) will be towed at the Owner's expense.

B. A second violation of the same regulation will result in the Owner being fined Fifty Dollars ($50.00) for each day of violation.

C. A third offense will result in a fine of One Hundred Dollars ($100.00) for each day of violation.

D. A fourth offense will result in a fine of Two Hundred Dollars ($200.00) for each day of violation.

9.9. All fees, fines, or assessments imposed by the Association are due and payable on the first day of each month after being assessed or imposed, unless otherwise specified. There is a ten (10) day grace period for late payments.

A. If not paid within 10 days of when due, a one-time $20.00 late fee shall be assessed on the 11th day of the month.

B. If not paid within 30 days of the date due, then beginning on the 31st day following the due date, interest at the rate of 18% per annum rate shall be assessed effective back to the original due date.

C. Amounts three (3) months in arrears will result in a lien being placed on the Unit.

i. All liens will be recorded with the Cumberland County Registry of Deeds.

ii. In addition to all amounts due, including interest as specified above, a fee of $50 shall be owing and due from the Owner for the cost of recording said lien.

iii. A fee of $50.00 fee shall be paid in advance by Owner for the cost of removing said lien.

9.10. Complaints regarding the actions of other Owners or the management of the Condominium shall be made in writing to the Property Manager or to the Board of Directors.

A. A written response from the Board will be provided to the complainant within a reasonable period of time, with a copy to the owner making the complaint.

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B. If the Board determines that a hearing on such issue would be helpful, the issue shall be discussed only with the Owner, the Property Manager, and the Board of Directors, unless all parties agree that a public hearing is preferable.

C. In all cases, the decision by the Board of Directors shall be final and binding upon all parties.

10. PORCHES, PATIOS, AND GROUNDS

10.1. Outdoor accessories and furniture on entry porches and patios should be compatible with the architectural style of the buildings. All use and maintenance by Owners of gardens, porches, patios, lights and other facilities shall be done so as to preserve the appearance and character of same and of the Property without modification.

10.2. No addition, change, or replacement of any exterior lighting fixture, or other exterior hardware, shall be made by an Owner.

10.3. Hose caddies may be hooked up to the front faucet, provided they are kept in good repair, and be replaced as necessary. Hoses not in a caddie should be stored inside the garage or Unit when not in use.

10.4. Bird feeders and birdbaths are to be placed at the rear of the Unit and located so as to not interfere in any way with the cutting of the grass.

10.5. Freestanding flower containers should replace the original greenhouse plastic or cardboard containers. Freestanding plant stands should be compatible with the design of the building. Pots are allowed only on the front porch or rear patio, not in existing beds.

10.6. When barbecuing, a barbecue may be located on the driveway however, Owners choosing the driveway location shall store the barbecue in the garage after it is cool. It may also be stored in the rear of the unit, as long as it does not interfere with the mowing of the lawn, or on the rear porch or patio.

10.7. Propane fire bowls are permitted and may be used in the rear of the unit only. They must be located on the porch, patio or in the rear of the unit, in such a way as not to interfere with the mowing of the grass. Fire bowls are limited to propane only for safety reasons. Wood, coal or any other material which would produce sparks may not be burned.

10.8. Plantings. The term “plantings” shall mean only in-season live flowers and live small plants.

A. The Association hires a Landscape Contractor. It is the Landscape Contractor's responsibility to maintain and, if necessary, to replace the trees, shrubs, original plantings, and lawns throughout the Property.

B. Planting of perennials and annuals in the area allocated for same in front of the Unit is permissible, as well as the planting of flowering perennials and annuals in the existing shrub beds.

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C. Plantings shall also be permitted in window boxes attached to the buildings sheathing. Only window boxes of the approved design are permitted and shall be installed only by an approved vendor.

D. Plantings of flowers or small plants are permitted within a three (3) foot wide area on all sides and back of the building, including the patio. Such plantings shall not touch the vinyl siding and shall not exceed the height of the window ledge at maturity. Such plantings shall be in straight beds so that they do not interfere with mowing. All planting done by an Owner is the responsibility of that Owner.

E. An Owner wishing to plant in any of the other Common areas adjacent to the Owner's Unit shall submit a detailed plan of the desired plantings to the Building and Grounds Subcommittee of the Board of Directors. Further, the Owner shall state in writing that the Owner takes full responsibility for the maintenance, upkeep and expense of such plantings. [The Board of Directors shall have the responsibility to have DIG SAFE mark the location of utility owned underground pipes and cables prior to approval of submitted plan(s). No plantings are to be done in or close to DIG SAFE marked areas.]

F. An Owner who is granted permission for an alteration to the landscaping shall be responsible for providing a signed agreement from any future buyer of the Unit that the buyer is willing and able to maintain these plantings at the buyer's sole expense. If such agreement is not obtained, the current Owner shall, prior to transfer of ownership of the Unit, return the areas to their original state. If the owner fails to do so, the Association shall do so at the sole expense of the former owner or the new owner, and, if necessary, may lien the Unit to cover all costs incurred in restoring the property to its prior condition.

10.9. Dig Safe. Maine law requires contractors, municipal work crews, and anyone else digging on public or private property or utility easements to call DIG SAFE [1-888-DIG-SAFE (1-888-344-7233)] at least 72 hours (excluding Saturday, Sunday, and holidays) before any excavating is done, except in an emergency.

A. Homeowners who are having landscapers, contractors or other excavators dig on their property are urged to remind them to call DIG SAFE. DIG SAFE will then contact utility companies to mark the location of utility owned underground pipes and cables. Failure to notify DIG SAFE could result in personal injury, a fine as high as $1,000.00 and the expense of repairing underground pipes and property.

11. HOLIDAY/SEASONAL DÉCOR

11.1. Seasonal and Holiday decorations are allowed inside a unit and outside only on Limited Common Elements (i.e. Exterior deck, steps, porch areas.) Decorations are not allowed on common elements (i.e. Trees and shrubs.) No penetration of the vinyl siding or vinyl trim is permitted for any purpose. Any damage to the property as a result of such decorations will be repaired at the owner's expense. Wreaths, door hangings, lights (non-blinking) and the like may be hung at the unit owner's discretion as long as they comply with the prohibition on penetration of the vinyl siding.

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11.2. Nothing should be pounded (nailed or screwed) into or strangle any trees or bushes (nails, screws, wire, tight ropes, or any other device.) Any expense incurred by the Association resulting from damage to existing trees and shrubs as a result of work done by any Owner or any person under the direction of the Owner will be billed back to the Owner.

11.3. Any statues, lawn jockeys, flamingos, inflatables or other decorative lawn ornaments must be kept at the rear of the Unit on the patio or deck so as not to interfere with mowing, landscape pruning and/or snow removal, unless the rear of the unit's patio or deck is visible to neighbors or the street, in which case the decorative lawn ornaments are prohibited.

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

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

C. Holiday and/or seasonal décor should be taken care of in a timely manner.