Rules and Regulations
Park Street Lofts Condominium

Order: KS7ZFSN66
Address: 18 Park St Unit 204
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Park Street Loft Condominium Association

18 Park St. Saco, ME

Move In Package and Rules and Regulations

The Association has adopted rules and policies at various times as provided for in the Declaration and Bylaws. We provide this summary to assist new, and familiarize existing residents with established protocol and procedures we feel will enhance the residents' knowledge of the facility and make living here a pleasant experience.

Because we have adopted these policies together, we ask that all residents and their guests live by them.

Park Street Loft is a small community and we encourage participation on a voluntary basis by all residents with spring cleanup, gardening, recycling, litter, trash removal and other everyday matters. We want to foster an environment where all residents can contribute to the common good. Moreover, resident participation helps us reduce our operating expenses, which in turn helps us keep our fees from increasing in an unwanted manner.

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RULES AND REGULATIONS

PARK STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION

Park Street Lofts Condominium (the "Condominium") is a private condominium located at 18 Park Street, Saco, Maine, consisting of thirty-four condominium units. The Condominium takes pride in being a lively community of creative individuals who desire to personalize their Units primarily for their own living space, but also, if they so opt, secondarily for use as a permitted home occupation. As residential use is the predominant use, the reasonable quiet enjoyment rights of the residents take precedence over any high external-impact home occupation of a unit owner, but unit owners also need to recognize that due to the nature of the allowed uses, there may be some more noise than in a strictly residential building. Condominium owners will share in the use of common facilities, including the community room, and will share responsibility for ensuring that the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational Bylaws, the Park Street Lofts Condominium Owners' Association (the "Association") is a self-managing association with authority for governance vested in an elected Board of Directors (the "Board"). All owners are subject to common rules, regulations and standards of behavior.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the building and common areas. The Rules and Regulations are the Condominium's means to that end and focus on the permissible uses of the Condominium property. They are both general and specific and are based on condominium law, and on preferences established by the original developer and, if amended, the subsequent owners of the Condominium.

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

- Understand and support condominium living. Owning a unit in a condominium and living in a condominium community may offer an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominium units are not the same as apartments where you have a landlord to respond to your needs. It is also not like owning a single-family home with your own backyard where you are the sole decision-maker about maintenance and the use of your property.

- Recognize that in a condominium community, beyond the limits of one's interior space, one's personal preferences cannot be allowed to take precedence over the interests and needs of the group of owners at large.

- Recognize that as a condominium unit owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, volunteering for certain responsibilities, working on special committees, possibly serving on the Board, and meeting your financial obligations.

- Recognize that no condominium unit owner is exempt from the rules and regulations of the Condominium community.

As provided in the Bylaws and in order to assure the safe and peaceful use of the Condominium's facilities, the following Rules and Regulations have been adopted by the Board of Directors. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Board of Directors.

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1. **Definitions; Interpretation:**

The following terms shall have the meanings set forth below:

a. "Building" means the building and related structures included in the Condominium as more particularly described in the Declaration.

b. "Board" means the Board of Directors of the Park Street Lofts Condominium Owners' Association, as duly appointed or elected pursuant to the Declarations and Bylaws.

c. "Bylaws" means the Bylaws of the Park Street Lofts Condominium Owners' Association from time to time in effect.

d. "Condominium Documents" means the Declaration, the Articles of Incorporation of the Park Street Lofts Condominium Owners' Association from time to time in effect, and the Bylaws.

e. "Declaration" means the Declaration of Park Street Lofts Condominium dated January 6, 2005 and all amendments thereof now or hereafter in force.

f. "Property" means the Land submitted to the Condominium Declaration, the Building, and all improvements, easements, rights, privileges and appurtenances, all as more particularly described in the Declaration.

g. "Resident" means any person lawfully residing in a Unit with a Unit Owner or a Tenant in accordance with the Declaration, the Bylaws and these Rules and Regulations.

h. "Tenant" means the party or parties designated as such in a notice of the leasing of any Unit in the Condominium filed with the Association as required by Article 7.3 of the Declaration or

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any other non-Owner occupants of a unit not occupied by a Unit Owner.

i. "Unit Owner" means the person or persons identified in the deed conveying any particular Unit.

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

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

2. **Right to Peaceful Enjoyment by All Unit Owners; No Smoking in Common Areas:**

a. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

b. No Unit Owner, Tenant or Resident of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements, or which creates or results in a hazard or nuisance on the Property.

c. No device which vibrates in such a manner as to cause unreasonable annoyance to any other resident of the Building or cause structural damage to the Building shall be installed or placed on the floors, walls or ceiling of any Unit.

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d. No Unit, Owner, Tenant or Resident or guest or invitee of a Unit Owner, Tenant or Resident shall make or permit any noises or activities in the Building which will unreasonably interfere with the rights, comforts or convenience of other Unit Owners, Tenants or Residents. The volume of any radio, television, musical instrument or other sound producing device shall be sufficiently reduced at all times so as not to unreasonably disturb other occupants of the Building.

e. No Unit Owner, Tenant or Resident or guest or invitee of a Unit Owner, Tenant or Resident shall smoke any tobacco product anywhere upon the Common Elements of the Building, including but not limited to the halls, stairs, elevator, community room, lobby, and entrances or within fifty (50) feet of the entrance to the Building.

f. Units are restricted to residential use, as further delineated in the Declaration. No Unit shall be used other than for residential purposes of the Unit Owner and any Tenants or Residents. However, a home occupation which meets all of the provisions of the Declaration, these Rules, the Saco Zoning Office and the contract zone applicable to this site shall be considered to be a permitted component of a residential use.

3. **Home Occupations:**

a. A "home occupation" is an occupation or profession which is customarily carried on in a dwelling unit by a member of the family residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling for residential purposes, and which does not change the residential character.

b. Unit Owners and/or Tenants may establish a home occupation in their residential Unit so long as the home occupation meets all of the requirements of the Declaration of Condominium, these Rules and Regulations, the zoning ordinance of the City of Saco, Saco Subdivision Regu-

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lations, and all other codes and regulations of the City of Saco, and is otherwise allowed by the Contract Zone for this site as approved by the City of Saco. The most restrictive requirements of any of the aforesaid documents shall control, thus if, for example, a particular home occupation would otherwise be permitted by the City of Saco but is not allowed in this Condominium by the Declaration of Condominium or these Rules and Regulations, it is prohibited.

c. The home occupation shall be carried on wholly within the Unit; the home occupation shall not extend to the basement storage area allocated to the Unit, nor shall it extend to any other space outside the Unit, with the possible exception of the Community Room, as approved and authorized by the Board.

d. Unit Owners and/or Tenants who conduct a home occupation within a Unit may not employ or engage any person outside the family in the home occupation; no non-family members are allowed to work within the Unit in furtherance of the home occupation.

e. There shall be no exterior indication of the home occupation or any other variation or deviation from the residential character of the building; specifically, there shall be no exterior display, no display of goods visible from the outside, no exterior sign concerning the home occupation, and no exterior storage of materials related to the home occupation. The only exterior sign on the Property shall be one sign marking the entrance to the residential condominium, as approved by the Planning Board, to be maintained by the Association; that sign shall not identify home occupations conducted upon the Property. However, within the lobby of the Building, consistent with policies to be established by the Board, a small Building directory and mailbox labels may contain the names of home occupations conducted within individual Units for mail delivery and general informational purposes.

f. Activities conducted as part of the home occupation shall not create a nuisance, nor shall they generate unreasonable offensive noise, vibration, smoke, dust or particulate matter,

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odors, heat, humidity, glare, electrical disturbance, or other unreasonable external effects. Noise generated by a home occupation shall be kept at a low volume, particularly between 10:00 p.m. and 8:00 a.m.; work noise generated shall not exceed normal residential living noises at the boundaries of the Unit. All individuals generating work noise shall utilize reasonable noise attenuation practices to minimize the perception of sound at the Unit boundaries at all times during the use. Reasonable noise attenuation measures may include, but are not limited to; insulation, keeping windows closed, use of air conditioners, keeping electronic amplification at low levels, etc.

g. No Unit Owner, Tenant or Resident, as part of the home occupation, may use or store upon the Condominium Property or transport to the Condominium Property hazardous, toxic, dangerous, radioactive, noxious or unhealthful materials, substances, objects, gases and/or wastes, or any chemical or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which may pose a hazard to or be injurious to the health or safety of the occupants of individual units, the Building, or the neighborhood in which the Property is located.

h. No traffic may be generated by the home occupation in such volumes that it will create hazardous conditions in the neighborhood. As there are only six designated guest parking spaces, no home occupation shall by its conduct generate a need for parking by individuals coming to the unit on more than an occasional basis; client visits shall be by appointment only, and then only on an occasional basis. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood.

i. The home occupation(s) conducted in a single Unit shall not utilize more than the equivalent of 25% of the total floor areas of the Unit.

j. A home occupation shall be limited to the following uses:

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(1) Studio of any person who is regularly engaged in the visual, performing or creative arts or crafts, including but not limited to visual artists or sculptors, individuals involved in model making, weaving, lapidary work, ceramics, jewelry making, photography, musicians (but excluding use for performances and/or band rehearsals), dance (but excluding use of performances and/or group rehearsals), and similar low-impact uses;

(2) Dressmaking or similar custom tailoring shop;

(3) Teaching or tutoring facility limited to no more than one (1) student being taught or tutored at a time;

(4) Office of a lawyer, engineer, architect, accountant, auditor, author, composer, computer programmer, or similar professional.

(5) Due to concerns about the compatibility with the residential use, external effects and traffic impacts, the following are explicitly **prohibited** as home occupations in this Condominium; hairdressing shop/salon/barber shop; real estate broker or agent, insurance broker or agent; family day care home or home babysitting service; adult day care center or service; small appliance repair; facility for the repair of motor vehicles; office for custodial services, interior decorator, landscaper, towing service, or snow plowing service; direct mail service; veterinarian, kennel, animal raising; restaurant; any retail use, including antique shops and/or the retailing or any item not produced on the premises; and performance and/or group rehearsal space such as for musicians or dancers. Similarly, the following uses, which might otherwise qualify as offices of a "similar professional," are explicitly **prohibited** as home occupations in this Condominium **unless** clients/patients are seen in the Unit only by appointment and those appointments are strictly limited to a total of no more than six (6) visits (by all clients/patients) per

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week: office of a physician, dentist, optometrist, professional counselor, family practice counselor, professional therapist, chiropractor, physical, occupational or massage therapist, or other health care practitioner.

(6) There shall be no retail sales as part of a home occupation; however the occasional sale of items produced on the premises and shown to individuals by appointment only shall be permissible.

(7) Despite any indication to the contrary, the following home occupations are also **prohibited:** use of a Unit for industrial or quasi-industrial production or manufacturing; production which involves the frequent use of fiberglass, polyester resin, epoxy, or other toxic, noxious or hazardous materials, welding, woodworking, spray painting, silk screening, or on-site film processing using toxic or hazardous materials.

(8) Other home occupations which are not specifically listed in this Rule 3 as either permitted or prohibited might be permitted as delineated below, but only if they qualify as (1) a similar low-impact art or craft studio pursuant to (j)(1); (2) a similar custom tailoring shop pursuant to (j)(2), or (3) an office of a similar professional pursuant to (j)(4). The Unit Owner or Tenant proposing the home occupation shall obtain a written determination from the Code Enforcement Officer of the City of Saco that the specific proposed use would be allowed under the applicable Contract Zone Agreement or would be permitted after filing an application for a Home Occupation/Minor Conditional Use permit in accordance with the City's zoning code, as it may be amended from time to time. In addition, the Unit Owner or Tenant shall also request and obtain permission from the Board of Directors of the Condominium Owners' Association to establish that use. The Board may grant permission so long as the proposed use is similar to and no more objectionable than those home occupations which are listed as permitted. The Board may condition its approval upon the applicant agreeing to limit external

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impacts or mitigate anticipated impacts in specific ways.

(9) Prior to establishing a home occupation use, even if listed here as permitted, each Unit Owner or Tenant must register the business at the office of the City Clerk of Saco and apply for any applicable business licenses are required by Section 132 of the City Code. A Unit Owner or Tenant who intends to establish a Home Occupation shall so indicate at the time of submitting a building permit application for improvements or structural changes to the Code Enforcement Officer. Except as specifically modified by the Contract Zone Agreement applicable to this Condominium, all uses established as a home occupation within a Unit shall adhere to all applicable building codes and life safety codes adopted by the City of Saco and the State of Maine.

4. **Alterations, Improvements and Structural Changes:**

a. No Unit Owner, Tenant or Resident may make any improvements or alterations or do any work whatsoever in any Unit which would impair the structural integrity or mechanical systems of the building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the property.

b. No Unit Owner, Tenant or Resident may alter any Common Element, construct upon or remove anything from a Common Element, paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surface of doors) or any other portion of the Condominium without prior written approval of the Board of Directors.

c. Except as otherwise allowed by the Declaration, all Unit Owners are required to obtain written approval from the Board of Directors before undertaking any project involving alterations to the Unit which may affect the structural integrity or mechanical systems of the Unit or Building, or alterations to a Limited Common Element allocated to their Unit, or alterations to any

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Common Element. The Board may grant approvals based on a review of a written, detailed proposal submitted by the Unit Owner and, possibly, inspection of the property and/or additional discussion with the Unit Owner. For proposed changes which may affect the structural integrity of the Unit or Building, the Board may require the Unit Owner to supply a report from a duly licensed engineer certifying that the proposed change will not affect the structural integrity of the Unit or the Building. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.

d. Unit Owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the Building, Unit, Common Element or Limited Common Element etc. to its original condition.

e. Alterations and improvements which require prior written Board approval include all of those alterations described above, and the following:

1. Any alteration or improvement to a Unit, to a Limited Common Element or a Common Element which alterations and/or improvement involves a change in structural integrity or mechanical systems.

2. Replacement of existing windows or the exterior door to the Unit.

3. Installation of a new skylight.

4. Installation of a door or window in a place where one does not currently exist.

5. Any modifications to foundations or chimneys.

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6. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, awnings, etc.

7. Removal or replacement of any plant or tree located in a common area.

8. Addition, removal or enlargement of any garden space within a common area.

9. Any installation of telephone wire or cable TV wire that require disruption of paved or lawn surfaces, drilling of new holes in buildings or running of cables/wires on exterior of buildings.

10. Installation of a video antenna, satellite dish, radio or television aerial, or similar device attached to, placed on, or hung from the exterior of the building.

5. **Additions to Structure:**

a. The existing footprint (the foundation perimeter) of the Condominium building cannot be enlarged, reduced or changed in any manner.

b. No Unit Owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit.

6. **Outside Contractors:**

a. All contractors and tradesmen employed or engaged by a Unit Owner to perform work in and around the Condominium structure are required to provide proof of adequate liability insurance and Workers Compensation Insurance as required by Maine State law. Insurance certificates shall be provided to the Unit Owner and, upon request, to the Board prior to com-

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mencement of work. Insurance certificates provided by contractors shall specifically name the Unit Owner and the Condominium Association as additional insureds.

b. Any electrical, plumbing, and heating work done in a Unit must be performed by experienced, reputable tradesmen licensed and certified to perform such work in the State of Maine.

c. The Association may require any outside contractor engaged by a Unit Owner to execute and deliver to the Association a mechanics lien waiver in connection with any work performed by such contractor hereunder.

7. **Household Pets:**

a. No animals, birds or reptiles of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that orderly dogs, cats or other household pets, not to exceed a total of two per Unit, may be kept in a Unit. Additional numbers of such pets may be kept with the prior approval of the Board, subject to compliance with the Bylaws and these Rules and Regulations.

b. A pet permitted pursuant to (a) above may be maintained in a Unit only so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, meowing, or scratching such that it disturbs another Unit Owner's rest or quiet enjoyment of his or her Unit; unhygienic offensiveness, causing repeated damage to the landscaping or other Common Elements; or pet owner's repeated failure to comply with these pet rules.

c. All pets must be registered and inoculated as required by law. Upon becoming a Unit Owner, each owner shall notify the Board or its designee in writing whether he or she owns a dog or dogs. If the Unit Owner is a dog owner, he or she shall present to the Board or its designee a copy of the dog's legally required

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license for any dog owned. Thereafter, the owner shall provide the Board or its designee a copy of the license by no later than January 1 of each year for such period of time as the dog continues to be kept at the Association. If the Unit Owner leases a unit to a dog owner, that Unit Owner must insure that the tenant provides a copy of a current legally required dog license to the Board or its designee at the time that the lease is signed and, if the lease is renewed, a current dog license must be submitted to the board by no later than February 1 of the year for which the lease is renewed.

Unit owners owning dogs as of April 1, 2016 or leasing units to dog owners must provide a copy of the dog license to the Board or its designee by no later than April 15, 2016. Such owners shall be subject to the provisions described above.[8]

d. Pet owners are fully responsible for personal injuries and/or property damaged caused by their pets.

e. When upon the Common Elements of the Property, pets must be confined in a container or leashed on a leash which does not exceed six feet in length, and, in either case, attended by a responsible person.

f. Owners of pets which enter upon the Common Elements must promptly clean up their pet's droppings.

g. Unless otherwise authorized in advance in writing by the Board of Directors, no animal may be tied or leashed outside the Unit at any time and exterior pet runs of any type are not allowed at the Condominium.

8. **Parking and Storage:**

a. All personal property placed in any portion of the building or any place appurtenant thereto, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for

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the loss, destruction, theft or damages to such property; the Board of Directors and the Association shall not be considered a bailee of any personal property of Unit Owners stored in the storage closets, the parking spaces, the community room or any other common element or limited common element.

b. The Limited Common Element parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a gross vehicle weight of less than 6,000 pounds. No buses, trucks with a gross vehicle weight in excess of 6,000 pounds, trailers, boats or recreational vehicles shall be parked in the Limited Common Element parking area. All vehicles must have current license plates and be in operating condition. Car repairs shall not be done on any portion of the Property.

c. All Unit Owners shall observe and abide by any parking regulations as posted by the Association. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

d. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

e. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements.

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f. Nothing shall be stored upon or obstruct any of the Common Elements, including stairways and hallways, except in those areas, if any, designated for storage by the Declaration or the Board.

g. No garbage, trash, bottles or similar items may be stored on the exterior of the building.

h. No resident, including renters and owners living in a unit, shall leave a vehicle in a designated Visitor Parking spot overnight without permission from the Board. If unauthorized overnight parking is discovered by or reported to a Board member, Property Management shall be notified and a notice of violation and fine will be issued to the owner of the vehicle. The notice shall state that a fine will be imposed upon the owner of the vehicle (or, in the case of a renter, the owner of the unit) at the next scheduled Board meeting. Anyone who receives such a notice shall have the right to appear at that Board meeting to contest the issuance of the fine.
Residents may temporarily park in Visitor Parking during the day to load or unload their vehicles.[4]

9. **Stormy Weather:**

a. The Board and the snow removal contractor will make every effort to insure that snow is cleared from paved areas and walks as quickly as reasonably possible. Despite these efforts, there will be times when these areas may be temporarily impassable. Unit owners and/or tenants and guests or invitees must be available to move their cars to allow for plowing of the lot. Cars that are not moved from the lot by 8:30 a.m. of the day following the end of a snow storm of two inches or more and where no parking ban is in effect may be towed by the Board of Directors or its designee at the sole risk and expense of the Unit Owner. In addition, if any car is left in the lot in violation of this rule, the Unit Owner of the space in which the car is left will be subject to a fine in accordance with the provisions of Sections 24 and 25 of these Rules and Regulations, unless the unit owner tells the Board in writing that he or she has no relationship with the owner of the car.[5]

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b. During winter months, the Unit Owner is responsible for insuring that sufficient heat is

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maintained within the Unit to prevent pipes from freezing and damaging the Owner's Unit, any other Unit and the Common Elements. The Unit Owner is liable for damage to Common Elements or to other Units, damage to personal property, and damage to heating equipment caused by the Unit Owner's failure to maintain adequate heat.

c. Unit Owners who are away for extended periods of time, particularly in winter, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to insure that all systems are operable and no storm or cold weather damage has occurred, and for making arrangements for prompt post-storm removal of any vehicle left in the Unit's parking space to allow for plowing of the lot. It is essential that the Board be notified of who has this responsibility and who has access to the Unit and how to contact those people.

10. **Household Trash:**

a. Garbage, household trash and material to be recycled shall be kept in closed containers inside the owner's Unit, or in such other areas as may be designated by the Board. Clean and dry materials to be recycled may also be stored within the basement storage area allocated to the Unit so long as stored in appropriate vermin-proof containers and removed and properly disposed of on a weekly basis. Garbage and household trash shall be bagged in trash bags and properly disposed of in the dumpster which is provided for that purpose. Material to be recycled will not be removed by the City of Saco Public Works Department, Unit Owners are individually responsible for removing materials to be recycled from the premises. Any garbage and/or household trash not collected by the City of Saco for whatever reason shall be brought back inside by the Unit Owner and properly stored within the Unit until properly removed from the premises.

b. Owners/tenants are responsible for insuring that accumulated trash and recyclables do not create a nuisance in regards to odor, cleanliness, bug and other vermin infestation, or neatness.

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c. The dumpster is only for the removal of routine household trash and not household hazardous waste. Large items are the responsibility of the Owner/tenant and should be disposed of in accordance with City of Saco ordinances and practices.

11. **Air Conditioners:**

a. Unit Owners may install window-mounted air-conditioners, provided that no owner may install more than two such air conditioners.

b. If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal.

c. The air conditioner may remain in place from May through October, but must be removed during the winter months.

d. The Unit Owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

12. **General Hazards and Liability of Unit Owners:**

a. Nothing shall be done or kept in any Unit or in any part of the Common or Limited Common Elements which will increase the rate of insurance for the Property or any part thereof.

b. No Unit Owner, Tenant or Resident shall permit anything to be done or kept in the Unit or in the Limited Common or Common Elements which will result in the cancellation of insurance of the property or any part thereof or which would be in violation of any law, regulation, or administrative ruling.

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c. The Unit Owner of each Unit, and the Tenant of such Unit, if any, shall be responsible for maintaining such Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary conditions.

d. No Unit Owner, Tenant or Resident of a Unit shall sweep or throw, or permit to be swept or thrown from such Unit, any dirt, debris or other substance.

e. Unit Owners shall be liable for expense of maintenance, repair or replacement of any damage to the Common or Limited Common Elements or to another Unit caused by such Unit Owner's act, neglect, or carelessness or that of their Tenants, Residents, guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

13. **Hazardous Materials:**

a. No Unit Owner, Tenant or Resident may use or store upon the Property or transport to the Property hazardous, toxic, dangerous, radioactive, noxious or unhealthful materials, substances, objects, gases and/or wastes, or any chemical or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which may pose a hazard to or be injurious to the health or safety of the occupants of individual units, the Building, or the neighborhood in which the Property is located. Any Unit Owner, Tenant or Resident who uses or brings upon the premises hazardous materials despite the foregoing shall be solely responsible for all costs incurred or expended by the Association and/or any other Unit Owners, Tenants or Residents for the removal of all hazardous materials from the premises and for the remediation of the common areas or of any other Units, and shall be solely responsible for any and all liabilities, claims, penalties, expenditures and losses that are or may become due from the Association in connection with or arising directly or indirectly out of the

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Unit's Owner's, Tenant's or Resident's or their guests', invitees' or agents' use or possession of any such hazardous materials.

b. If despite the foregoing hazardous materials (including those listed above) are brought to the Property, they must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

c. Spills of hazardous and/or polluting substances inside a Unit, or on any common or limited common area (paved or otherwise) shall be reported immediately to the Board of Directors or its designee. All removal, remediation and restoration costs associated with a hazardous material spill caused by a Unit Owner, Tenant, Resident, guest, employee, hired contractor or other representative shall be responsibility of the Unit Owner.

14. **Heating Equipment and Chimneys:**

a. Unit Owners may not install any fireplace or stove in the Unit which is designed to burn coal, wood, pellets, or any other material, except that a gas fireplace and/or a gas stove may be installed if it is in compliance with all of the requirements of the City of Saco fire marshal and codes, and if it is permitted by an affirmative vote of the Board of Directors after a review of plans and consideration of any conditions required by the Board of Directors pertaining to vent installation, vent inspection and regular cleaning.

15. **Yard and Lawns:**

a. All lawns and vegetated areas of the Condominium and the small storage building are common areas and under the control of the Association.

b. No temporary, semi-permanent or permanent structures (tents, play equipment, screen

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rooms, etc.) are allowed on any common area, except in such areas as may be designated by the Board. Use of the small storage building shall be consistent with Rules established by the Board of Directors.

c. Lawn maintenance by anyone other than the Association's landscapers is prohibited, unless otherwise approved by the Board of Directors.

d. Any garden beds in the front and/or side of the building and any shrubs contain in them are common area and under the control of the Association. Existing plants cannot be removed or replaced or new one added without permission of the Association.

16. **Community Room:**

a. The community room shall be available for Association meetings, Association functions, and such other events for the benefit of the Association members as may be approved by the Board. Subject to such additional rules for community room use as may be developed and adopted by a majority of the Board, the community room may be reserved by Unit Owners, from time to time, for their own occasional, low-impact uses (e.g., conference room, birthday party, community get-together, gallery show by invitation, etc.) for a fee in accordance with a schedule established by the Board.

b. The community room may not be reserved by individuals other than Unit Owners. The Unit Owner shall be present during each event scheduled by that Unit Owner. The reserving Unit Owner shall be responsible for cleaning up the community room and returning it to its original condition at the end of the event. The Unit Owner shall be responsible for paying for the repair of any damage which may be done to the community room and/or its furnishings while reserved by that Unit Owner.

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c. The Board may establish restrictions on frequency of use by a single Unit Owner to ensure that all Unit Owners have access to use of the room.

17. **Expenses:** The Association shall be responsible for the payment of all Common Expenses and the members shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member as such expenses are herein defined. The discussion of Common Expenses and Unit Expenses in Paragraphs 18 and 19, below, are summary in nature and for illustrative purposes only and shall not alter or change the legal definition of the Units, Common Elements or Limited Common Elements as set forth in the Declaration, to which reference shall be had for more detailed definitions and provisions. The Declaration shall be controlling in the event of any conflict with these Rules and Regulations.

18. **Common Expenses:** The Association shall be responsible for the payment of all common expenses which shall include, without limitation, any expenses for the maintenance, repair, replacement, insurance, administration and operation of the Common Elements, including but not limited to Limited Common Elements. As set forth in the Declaration and Bylaws, each Unit Owner shall pay to the Association his proportionate share of those expenses, except that (1) any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the units to which that Limited Common Element is assigned equally, (2) any common expense which, in the judgment of the Board of Directors of the Association, benefits fewer than all of the Units shall be assessed exclusively against the benefited Units, and (3) notwithstanding anything to the contrary, if any common expense is caused by the misconduct of any Unit Owner, the Board of Directors may assess that expense exclusively against that Unit Owner. The common expenses to be paid by the Association, for which Unit Owners will be assessed as set forth in the Declaration, include but are not limited to, expenses for the maintenance, repair, and replacement of the following:

a. **Grounds:** The land, lawns, trees, shrubbery, any vegetated areas, exterior walkways, driveways, parking areas, other paved areas, signage, dumpster, drainage easement area, and

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other common areas (such maintenance to include, but no be limited to snow removal):

b. **Systems & Utilities:** Sanitary sewer to each unit, electric distribution to each unit, telephone line to each unit, cable TV line to each unit, water distribution to each unit, heating equipment to heat the Common Elements (radiators, water heaters, boilers, air intake and exhaust fittings, fuel lines and heating controls) and associated distribution to the Common Elements; water and sewer lines running through and/or under any foundation;

c. **Structure and Fixtures:** Any masonry floor slabs, but excluding the finish surface on the slab and excluding any responsibility for repair of small cracks typically found in large floor slabs; wall forming the perimeter of each Unit (studs and joists, but not sheetrock on walls within a Unit), ceilings of the uppermost story of each Unit (studs and ceiling joists, but not included ceiling sheetrock, paint or other finish coat), roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing and siding), any load bearing portions of the building, foundation walls, exterior foundation drains, interior foundation drains, exterior components of window sills, moldings, trim, jambs and mullions, and exterior components of door frames, thresholds and sills, exterior steps and railings, common interior stairs and railings, and elevator.

d. **Other:** All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

All Common Expenses shall be assessed against Unit Owners pursuant to the Declaration and Bylaws.

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

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a. **Systems & Utilities.** Pipes, lines, cables and wires serving only one individual Unit and located with in the boundary lines of such Unit, including water lines, sewer lines, electrical wiring; heating equipment serving the Unit (boiler, baseboard, air intake and exhaust fittings, fuel lines and heating controls); interior television cable including incoming service terminal; interior telephone lines including incoming service terminal; internal water shutoff valves; smoke detectors; any security alarms; unit dryer venting systems including piping and vents; kitchen exhaust fans; and bathroom exhaust fans;

b. **Structure & Fixtures.** Sheetrock on the Unit-side surface of all walls within the unit (both interior and perimeter walls); sheetrock, framing, studs, joists, and insulation of all walls interior to the Unit (e.g., all walls other than those forming the perimeter of the Unit); interior moldings and trim; interior doors; wall and ceiling coverings (paint, wallpaper, furring, gypsum board, sheetrock, and other finishing surfaces); any finish surface on any masonry floor slab; floor coverings (carpeting and other finished flooring material including padding and subflooring); kitchen cabinets; built-in cabinets or fixtures; bathroom fixtures (tub, shower unit, sink, vanity and toilets): fireplaces; and light fixtures; exterior of doors to the Unit; window glass and door glass; interior components of window and door frames, thresholds and sills;

c. **Liability.** The Unit Owner is liable for all damages to the Common Elements of the building and to damage to personal property of other Unit Owners caused by failure to properly maintain the above systems, utilities, structures and fixtures which are the Unit Owner's responsibility.

20. **Miscellaneous:**

a. No outside clotheslines of any type shall be allowed, and there shall be no drying of household items, laundry and the like in the yard, out of windows, or in public view.

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b. Mailboxes are the property of the Association.

c. The toilets and other water and sewer apparatus shall be used only for household purposes, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing damage resulting for misuse of any such apparatus shall be paid by the Unit Owner causing such damage.

d. No signs, communications or writings of any character, window displays and no advertising shall be erected, posted or displayed upon, in, from or about any Common Element or Limited Common Element or any Unit window or door without the prior written approval of the Board. However, the right is reserved by the Declarant to place "For Sale", "For Rent", or "For Lease" signs adjacent to or in any unsold or unoccupied Units and on the Condominium property generally. The right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owner by such Mortgagee, but in no event shall any sign be larger than one foot by two feet.

e. Without the prior written approval of the Board, no Unit Owner shall cause or permit anything to be hung, installed, or displayed on the exterior of a unit or upon a Common Element. This prohibition includes, without limitation, works of art, laundry, clothing, rugs, signs (except for directional signs installed by the Declarant or the Association or signs as described in paragraph (d) above. Awnings, canopies, shutters, radio or television antenna, or any other items. Under no circumstances shall any television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her unit except with the prior written permission of the Board of Directors. Provided, however, that without prior approval of the Board, Unit Owners may display tasteful, original works of art or crafts in the hall on an exterior perimeter wall of their own Unit in a space occupying no more than 30 square feet if they do not damage the wall and/or repair any such damage; if, however, the Unit Owners, Residents or Tenants

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believe that a reasonable person in the community, including children and others of heightened sensitivity, would find that the works displayed are not tasteful and/or are offensive, they may ask the Board to determine whether the works are appropriate, and if the Board determines they are not appropriate, the Board may require that they be removed from display in the hall.

f. No Unit Owner shall hold a yard, tag or garage sale or outside sale of any kind without the approval of the Board of Directors.

g. Unit Owners shall keep the Board of Directors informed about any change in occupancy (e.g., rental), change in ownership, change in mortgage holders, and emergency contact information in the event the Unit Owner is away from the Unit for extended periods of time.

h. Condominium residents and others may only access the interior of the former boiler building with prior written authorization of the Board of Directors. The Board of Directors shall only grant access if it deems it necessary, taking into consideration the need not to disturb and to contain any asbestos which may be present on pipes and fixtures which were used in connection with the now-defunct former heating system.

i. A Move-in Fee of $150 shall be charged to any new Unit Owner moving into a newly purchased Unit in the Association or to any existing Unit Owner renting a Unit to a new tenant.

j. Every resident, including any renter and owner living in a unit, is required to turn off the shut-off switch for water feeding a washing machine whenever the washing machine is not being used for washing.[7]

21. **Insurance:**

a. Each Unit Owner and any tenants are responsible for obtaining insurance coverage for personal property and liability with respect to the Unit.

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b. Each Unit Owner should have insurance coverage for items of real property which pertain directly to the Unit (including portions of the real estate included within the boundaries or definition of the Unit, alterations and permanent installations); items of personal property owned by the insured; and personal liability to cover claims brought against the insured for damages because of bodily injury or property damage occurring in the Unit. Unit Owners should consult with their insurance agent to design a policy to meet their needs.

c. The Condominium Association shall maintain a master policy to cover losses sustained in common areas and structural systems, as further delineated in the Declaration.

22. **Access to Units for Repair and Emergency:**

a. The Association has the irrevocable right, to be exercised by an individual or individals authorized by the Board of Directors, including any Manager, agent or employee, upon at least 24-hour prior written notice, to enter a Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements or Limited Common Elements, facilities or systems therein or accessible therefrom, or the making of any addition or improvements thereto, or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonable necessary for the public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements, or to abate any violation of the terms and provisions of the Condominium Documents or these Rules and Regulations or any law, order, rule or regulation of any governmental authority having jurisdiction. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner, Tenant or other Resident is present at the time.

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b. The Board, or its agent, such as the Manager, shall maintain a master key for all units which will allow for any authorized entry into such Unit in the absence of the Unit Owner, Tenant or other Resident. No Unit Owner or Tenant shall alter any lock or install a new lock on any door of any Unit unless the alteration or installation is keyed to fit the master key. The master key shall only be used by the Board or its agent with the prior permission of the owner, except in the case of an emergency. If the key is used in the event of an emergency, the Board or its agent will make a report to the Unit Owner or Tenant in question as to each use and the reason therefor.

c. Emergencies (i.e., structural, plumbing, hazardous spills, life safety matters) should be communicated to a member of the Board of Directors or its agency immediately.

23. **Rental of Condominium Unit:**

a. Unit Owners who wish to rent their property must use a written lease which is consistent with Section 7.3 of the Declaration and requires the Tenants to comply with the Condominium Declaration, Bylaws and these Rules and Regulations, and requires the Tenant to show proof of contents insurance. The term of the lease may not be for less than six months.

b. Unit Owners must not suspend their own condominium owner's insurance policy during the period of rental.

c. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a true copy of the lease to the Board of Directors.

d. Regardless of the terms of rental, the timely payment of the Unit's monthly fees and special assessments during the rental period remain the responsibility of the Unit Owner. In the event of non-payment, regardless of who should be making payments pursuant to the lease, the Unit Owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

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

a. Upon any violation of the Declaration, Bylaws, or the Rules and Regulations, the offending party (including any Owner, tenant, lessee, licensee, guest or invitee) and the Owner of any Unit in which the violation is occurring or has occurred shall be given ten (10) days written notice by the Board of Directors by delivery in hand or by mail of the violation committed and necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the Unit Owner shall each pay a penalty in an amount that the Board find to be reasonable[9] per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. This penalty shall not be the sole remedy for breach.

b. Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

c. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments or fees against such Unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws or the Rules and Regulations against such Owner or any occupant of such Unit.

25. **Sanctions for Violations:** Upon a determination pursuant to Section 24 that a Unit Owner or Tenant or any Resident, guest or invitee for whom such Unit Owner or Tenant is responsible is in violation of these Rules and Regulations or the Condominium Documents, the Board of Directors shall have the right to take any one or more of the following actions:

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a. Enter the unit in which, or as to which, such violation breach exists and to abate and remove, at the expense of the defaulting Unit Owner and Tenant, if any, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Condominium Documents or these Rules and Regulations, and the Board shall not thereby be deemed guilty in any manner of trespass provided, however, that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

b. Impose fines in an amount that the Board finds to be reasonable for each violation (each day during which a violation is found to exist or continue shall be considered a separate violation). For certain violations, such as snow plowing events, the Board may approve a schedule of fines applicable to each violation. Notice of that schedule shall be provided to each Unit Owner. The Board reserves the right to take mitigating circumstances into account in setting any fine, so long as such circumstances are brought to the Board's attention in writing.[6]

c. Assess the expense of maintenance, repair or replacement of any damage to the Common Elements, Limited Common Elements or any Unit caused by any violation;

d. Authorize officers of the Association to commence appropriate legal proceedings, or law or in equity, necessary to enjoin, abate or remedy the continuance of any violations or to compel compliance with these Rules and Regulations and the Condominium Documents, and/or to recover damages for any violation;

e. To suspend such use of the Common Elements by any person for violation of these Rules and Regulations with respect to the use of the Common Elements, except for access to the Unit and utility services to the Unit, such suspension to be for a period not to exceed thirty (30) days for any single violation (each day during which a violation is found to exist or continue shall be considered a separate violation); and/or

f. Assess all costs incurred by the Association, including court costs and attorneys' fees, in the

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process of rectifying any violation.

26. **Amendment, Conflict:**

The Board of Directors may from time to time, by affirmative vote of at least Sixty (60%) per cent of the members of the Board of Directors at a meeting duly called for that purpose, adopt, modify, and revoke in whole or in part, at any meeting duly called for the purpose, these Rules and Regulations as it may deem necessary, PROVIDED, HOWEVER, that these Rules and Regulations may not be amended in such a way that they would be in conflict with the Declaration and/or the Bylaws. To the extent such a proposed amendment would be in conflict with the Declarations and/or the Bylaws, such an amendment is not effective unless the Declaration and/or Bylaws are also amended in accordance with the amendment procedures contained therein. In the event of any conflict between these Rules and Regulations and the provisions of the Bylaws, the Declaration or the Maine Condominium Act, the latter shall govern and apply. These Rules and Regulations, and every amendment, modification, and revocation thereof, shall, upon adoption, be delivered promptly to each Unit Owner and shall be binding upon all members of the Association and occupants of the property.

27. **Effect of Rules and Regulations:**

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

In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its Board is made up of neighbors whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect

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and understanding. The Board of Directors has promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all Unit Owners.

Adopted by the Board of Directors this 6th day of January, 2006.

Amendments:

1. Section 23(a), last sentence, amended by vote of the Association on March 6, 2006.
2. Section 23(i) was added by vote of the Association on March 11, 2010.
3. Section 22(b) was amended in its entirety by vote of the Board on May 6, 2011.
4. Section 8(h) was added by vote of the Board on June 4, 2015.
5. Section 9(a) was amended by vote of the Board on February 11, 2016.
6. Section 25(b) was amended by vote of the Board on February 11, 2016.
7. Section 20(j) was added by vote of the Board on August 13, 2015 and renumbered by vote of the Board on March 10, 2016.
8. Section 7(c) was amended by vote of the Board on March 10, 2016.
9. Section 24(a) was amended by vote of the Board on April 14, 2016.

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