CAPE ARUNDEL
COTTAGE PRESERVE

Rules & Regulations Executive Board of the Cape Arundel Cottage Preserve Owners Association Adopted on: 12/19/24 Rules and Regulations adopted by the Executive Board of the Cape Arundel Cottage Preserve Owners Association may be subsequently amended, modified or revoked, in whole or in part, by the Executive Board pursuant to the terms and provisions of the Bylaws of the Association. Copies of the Rules and Regulations as adopted, amended, modified or revoked by the Executive Board shall be provided to Unit Owners. These Rules and Regulations supplement the terms and provisions of the Declaration of the Condominium (the "Declaration"). To the extent of any inconsistency between these Rules and Regulations and the Declaration, the Declaration shall control.

1. GENERAL/STRUCTURAL INTEGRITY Nothing shall be done or kept in any unit, Limited Common Area, Common Area or Facilities, which will impair the structural integrity or fire rating of any building or building component, or increase the rate of insurance of the Condominium, without prior written permission on each occasion by the Board of Directors and the issuance of a building permit. No Unit Owner shall permit anything to be done, or kept, which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste or debris shall be kept in the Limited Common Areas. It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his/her Unit or its associated limited common elements. No use shall be made of the common elements other than the uses permitted in the Master Deed, or by the Board of Directors.

2. EXTERIOR OF BUILDINGS Changes or fixtures affecting the appearance of the exterior of any cottage, such as, without limitation, cupolas, weathervanes, skylights, chimneys, awnings, flower boxes, sunshades, air conditioning equipment, antennas, fans, screen doors and enclosures, fences, landscaping, vegetable or flower gardens or the like, shall be made only with the written consent of the Board of Directors. Owners may personalize their cottage with minimal de cor of a maximum of 3 items (such as a wreath, planter, or a one square foot decor item), within their 6-foot privacy zone only, that meets the safety and aesthetic standards established by the Board of Directors from time to time. Owners may not nail or damage the exterior siding of cottage. Only American flags may be displayed from the trim of a cottage or shed. Owners may touch up existing paint color on exterior doors as needed, any changes would require written consent of the Board of Directors. No part of the Common Areas, Facilities or area outside of the 6-foot privacy zone of a Condominium shall be decorated, lit with lights, or furnished by a Unit Owner or Renter in any manner, unless written consent of the Board of Directors is received.

3. NOISE/DISTURBANCES Owners, guests, and renters will be expected to reduce noise levels between 10:00 PM and 7:00 AM so that the neighbors are not disturbed. At no time are musical instruments, electronic devices, or pets to be so loud as to become a nuisance. No substance, thing or material may be kept in a manner that will cause any noise, light or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.

4. OUTDOOR GRILLS, PORTABLE FIRE PITS, PATIO HEATERS The use of outdoor propane cooking grills, portable fire pits, and patio heaters within five (5) feet of a Unit is prohibited. Storage of any of the above outside of the

Unit is prohibited except on the patio, or in winter, may be stored in a shed with propane tank disconnected. Wood or charcoal fired grills, fire pits or patio heaters are prohibited. Wood may only be used in approved common area fire pits. Outside cooking grills should be maintained, cleaned after use, and used in such a fashion as to meet the safety and aesthetic standards established by the Board of Directors.

5. CLOTHES LINES Clotheslines are prohibited. No clothing, linens or similar materials shall be left or placed in Common Areas, Limited Common Areas, and Facilities. Articles may be hung to dry on unit patio.

6. STORAGE/OUTDOOR STORAGE/MOTORIZED VEHICLES/OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS To avoid obstruction of the common elements, nothing shall be stored on the common elements without the prior consent of the Board, expressly provided.

• Except for storage in the storage areas and/or shed deeded as part of a Unit, or in other areas as may be designated by the Board of Directors, there shall be no storing of personal items including but not limited to baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, kayaks, canoes, scooters or other items in any part of the Common Areas and Facilities.

• No items may be left on lawns at any time. Outdoor furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment, and other personal articles and equipment shall not be left or stored outside the Unit overnight and must be moved to shed or patio, so not visible from the street. An exception is made for kayaks/canoes/paddle boards which may be stored during the season on a patio or gravel located immediately around the cottage. Seasonal use furniture, which when used outside, shall be maintained, and located on the deck and/or patio only in such a fashion as to meet safety and aesthetic standards as established by the Trustees from time to time.

• Commercial trucks or similar heavy-duty vehicles are not allowed to be parked at the development.

• No inoperable vehicles or recreational vehicles to include all-terrain vehicles, snowmobiles, jet skis, boats, utility trailers, boat trailers and camping trailers may be kept, parked or operated within the Association, unless temporary storage arrangements have been authorized in writing by the Board of Directors.

• Any temporary storage allowed with permission from the Board of Directors will be in the supplemental parking lot near the main entrance for up to 72 hours and cannot block mailboxes or cars from entering/exiting the lot.

• Motorcycles, golf carts, motorized scooters or skateboards are authorized and may be kept in cottage owner driveway or designated parking space. However, they should not be parked on lawns. Golf carts may be operated within the Association by licensed drivers, subject to the Rules and Regulations; Golf carts should be electric powered and shall be parked only in spaces allocated for them and not on the lawns of cottages. Golf Carts must be electric powered, insured and registered with the HOA Coordinator.

• Golf carts are permitted to remain within the Association during the three months CACP is closed, provided they are stored on owner patio or adjacent to but not within the driveways serving the Units, or at other areas within the Community as may be designated by the Association.

• Automobiles are not permitted to remain on the property during the Restricted Occupancy Period.

• The use of TEMPORARY Personal On-Demand containers (PODs) is allowed when approved by the Board for no more

than two weeks, unless extenuating circumstances are approved by the Board of Directors. The Owner will be

responsible for any damage to the Limited Common Elements and/or Common Elements resulting from the use of storage containers. The use of dumpsters in personal parking areas is subject to Board approval and will only be considered for extenuating circumstances. All damages will be repaired by the Board and assessed to the Owner. All personal property stored shall be at the sole risk of the Owner. The Association shall not be liable for the loss, destruction, theft or damage to such property.

7. FLAMMABLE STORAGE AND USAGE No Unit Owner, occupant, renter, or visitor shall at any time bring into or keep in his/her Unit or the Common Areas, (except for propane tanks), any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in the Units. The storage and use of fireworks, including sparklers, is prohibited.

8. USE OF COMMON AREAS IMMEDIATELY SURROUNDING THE UNITS Subject to the written consent of the Executive Board, Unit Owners may plant permanent plantings including perennials, flowers and other plants and otherwise decorate and maintain the area within six (6) feet from the boundary of their unit or approved garden/planting expansion. Such area shall also constitute a "privacy zone." Unit Owners shall be solely responsible for maintaining all such approved permanent plantings including perennials, flowers, plantings and approved decorations installed within such privacy zones in a neat and attractive manner. The privacy zone is an easement right, restricting persons (other than unit owners having the privacy right) from entering the privacy zone when to do so would unreasonably interfere with the privacy interests of the unit owners or occupants of Units which the privacy zone protects.

9. CHANGES TO COMMON AREAS AND FACILITIES Improvement plans for any landscaping of the Common Areas and Facilities shall be made only by the Board of Directors with consultation of the Landscape Committee. No exterior or landscape ornamentation is permitted.

10. USE OF COMMON AREAS AND FACILITIES

- There shall be no use of the Limited Common Areas or Common Areas and facilities, which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance, or annoyance to the Owners in the enjoyments of the Condominium.
- There shall be no obstruction of the Common Areas and Facilities without the proper consent of the Board of Directors except as expressly permitted in the Master Deed, in the Declaration of Trust or in these Rules and Regulations.
- No unauthorized person, including Unit Owners, shall be permitted on the roof of the Condominium Buildings.
- There shall be no organized sports activities, picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Board of Directors.
- Under no circumstances may a fire of any kind (excluding propane/gas barbeque grills/propane fire tables) which is a violation of regulations of the local fire department or fire law, ordinance, rule, or regulation.

11. PETS Domestic pets are permitted if their owners comply with the following rules:

- A pet may be maintained in a unit so long as it is not a nuisance. Actions which constitute a nuisance include but are not limited to unreasonable crying, barking, scratching, aggressiveness or damage. Any repeated

disturbance caused by a pet shall be a cause for the pet's removal from the premises by the vote of the Board of Directors recorded in the minutes.

• At all times, pets must have current vaccinations and licenses. All pets must be registered with the HOA Coordinator
using the form prescribed and such registrations must be maintained with current proof of rabies vaccination, proof of which shall be provided prior to pet's arrival on premises.

• No dogs shall be allowed in or on the common areas or limited common area unless it is on a leash held by the unit owner, occupant, or other responsible individual. No pet, including cats, should be allowed within the 6' privacy zone of another cottage. Owners that allow their cats to roam are responsible to monitor their cats and retrieve and dispose of their waste in any neighbor's 6' privacy zone, common area or limited common area.

• Without exception dogs must be always leashed and under full control and in all places on the condominium grounds. Dogs may not be allowed to run loose at any time except in the designated dog park.

• Except for service dogs, pets are not permitted within the pool area, Community Center, Fitness Center or Game Room.

• No pet shall be tied outside to any common area or limited common area at any time. No dog shall be left unattended. • Pets may not be left outside unattended unless in cottage owner-installed fenced area, and the owner is responsible to always monitor their pet.

• Without exception, residents and guests are responsible for immediately cleaning up after their pets at all times and all places on the condominium grounds, including the dog park.

• The pet owner shall immediately and properly dispose of the pet waste at their cottage or in CACP dumpsters. Pet waste cannot be disposed of in trash receptacles at the Community Center or in any other area of CACP.

• The full cost of repair of any damage caused by a pet, including, but not limited to the staining of grass and shrubs, damage to common elements and the property of others shall be the responsibility of the owner of the unit in which the pet is registered. The Board of Directors is authorized, in their sole discretion to repair to their satisfaction any such damage (including sod replacement) not repaired by the responsible unit owner, and the owner of the unit in which the pet is registered will be assessed the cost of such repair.

• Each owner shall hold the Board of Directors and each of the other unit owners and their respective agents and employees harmless against loss, liability damage or expense for any actions of his/her pet.

• Renters, including those renting to own, are prohibited from bringing pets to CACP during their rental use. The cottage owner is responsible for ensuring their renters do not bring pets.

• Residents and their guests shall be liable for personal injuries to others caused by their pets.

• The keeping and/or boarding of laboratory animals, livestock, poultry or reptiles of any kind is prohibited within any Unit or upon the Common Areas.

12. SNOW REMOVAL The plowing of driveways and shoveling of front walkways will occur up until December 31 of each year for each snowfall of 2-inches or more. Back doors and patios will not be shoveled. During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their cars from the parking area until the plowing is complete. The Board of Directors is authorized to impose a per-occurrence fine for failure to do so. Only eco/pet friendly products may be used on patios and walkways. We use and recommend Enviro-Melt for the safety of the site and its pets.

13. SIGNAGE No for sale, for rent, political, security or advertising signs will be permitted on any part of the cottage, lawn, 6’ privacy zone or in any unit. The owners of units may not place window displays or advertising in the windows of such units, other than personalized names or holiday displays. No sign shall exceed 2 sq. ft.

14. CODE OF CONDUCT: All owners shall use or maintain his/her unit or the common area in a manner that follows applicable law, rule, regulation or requirement of any governmental authority. Owners, occupants and renters will conduct themselves in a civil manner and are expressly prohibited from the following behaviors: (a) verbal abuse including insults and derogatory name-calling (b) cursing (c) aggressive or threatening behavior (d) unwelcome physical contact (e) removing of any article from any other unit owners’ unit or from the common areas and facilities of the condominium (f) causing damage to any other unit or to the common areas and facilities (g) phone calls, emails or texts or correspondence designed to harass or intimidate; no person has the right to abuse another Without the Board's prior written permission, Owners may not communicate with others in a manner that may give the impression of being sanctioned by the BOD. The Association feels a duty to balance the right of member communication with each other against the desire of the HOA's members and tenants to be free of uninvited and/or misleading communication.

15. MOVING IN PROCESS Moving companies or furniture movers, including unit owners, and or unit occupants, shall neither move into units or out of units before 7am or after 10pm. All moving materials must be removed, including cardboard boxes broken down flat, and disposed of promptly in the CACP dumpsters or local recycling center.

16. LITTERING There will be no littering. Papers, cans, bottles, cigarette butts, gum and other trash are to be deposited only in trash containers and under no circumstances are such items to be dropped or left in the common areas.

17. TRASH DISPOSAL/RECYCLING All trash must be placed in the dumpsters located on the property. Boxes must be broken down and flattened before placing them in the dumpster. Recycling is encouraged at the Town of Arundel Transfer Station/Recycling Center. For additional information visit: ArundelMaine.org

18. DAMAGE Any damage to any building, common area or limited common element caused by a unit owner, occupant, renter, agent, service provider, or vendor shall be the responsibility of the unit owner.

19. SAFETY Each unit owner assumes responsibility for his/her own safety and that of their family, guests and renters.

20. KEYS AND LOCKS Unit owners may install their own lock on one door, however, must maintain the CACP master key core on their other door so that cottage may be accessed in the event of an emergency.

21. GUESTS AND RENTERS Owners shall be held responsible for the actions of their guests and renters. If occupancy by guests or renters creates a nuisance to other owners, the board of directors shall have the right to

request that the guests or renters leave. Responsibility for such supervision shall rest with any owner who is the host of such guests or renters.

22. AMENITIES Only residents of the condominium and their guests, or registered renters in their place, may use the condominium amenities. Renters cannot bring guests to amenities.

23. VENDING, PEDDLING, SOLICITATION No unit owner, or person, apart from those conducting government surveying, shall enter or go through CACP for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for merchandise, books, periodicals, or circulars of any kind or nature whatsoever. No unit owner, or person, may solicit for donations or contributions, or distribute pamphlets including those of a political nature, circular, book notice or advertising matter; unless such canvassing, vending, peddling, soliciting or distribution is approved by written consent of the Board of Directors. Notwithstanding the foregoing, nothing herein shall be construed as to limit declarant, or its successors and/or assigns engaging in such activities in connections with its sales, marketing and/or leasing activities.

24. AMENDMENTS These rules and regulations may be revised in any way at any time by the Board of Directors as conditions warrant, provided written communication is sent to each owner advising the owner of the change.

25. DELEGATION OF POWERS The Board of Directors shall have the authority and duty to enforce these rules and regulations, but in their discretion may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem appropriate.

26. ENFORCEMENT OF RULES AND REGULATIONS The Board of Directors are authorized at their sole discretion to impose monetary fines or penalties for violations of the Rules and Regulations. Further, the Board of Directors have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which under the circumstances would be unfair or unpractical to enforce.

1. **Procedure for Processing Owner Complaints**

(a) Complaints of violations of these Rules and Regulations should be made to the HOA Coordinator/Board of Directors in writing. Action will be taken to gather additional information and/or contact the owner who filed the complaint. If the Board of Directors feels the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified, in writing, by the Board of Directors as to what action has been taken. The Board of Directors are not required to take any action upon receipt of a complaint. Each owner has the right to protect his/her interest in the event the Board of Directors choose not to act on a complaint.

(b) Property Manager/HOA Coordinator will contact the individual/owner cited as being out of compliance and seeking to resolve the situation.

(c) If the situation cannot be resolved, the Property Manager/HOA coordinator will confirm all the facts and send a letter to the individual who is out of compliance. The Property Manager will also inform the Board of the violation and provide them with a copy of the letter.

(d) The Property Manager/HOA coordinator will inform the Owner who originally reported the grievance that appropriate action has been taken to resolve the situation. (e) Additional steps may be taken depending on the nature of the complaint and the results of initial inquiries. All policies regarding confidentiality will be followed for grievances – see Board Policy on Confidentiality.

2**. Penalty for Violation of Policies**

(a) If a violation of Association policies has been determined by the Board to have occurred, a written warning will be delivered to the Owner and/or occupant referring to the complaint, the policy involved, the date by which the violation must be corrected and the penalty to be imposed for a repeat offense.

(b) In cases of repeated or continued violations following the warning letter, a fine of $25 per infraction per day will be levied against the Owner.

(c) If unpaid, a certified letter will be sent, and any fines may become a lien against the unit.

(d) Owners have the right to appeal in writing and to request a hearing. The Board resolution of all appeals shall be final. (Refer to Article VI of the Declaration for more detail.) Refer to the Rules for Renting your cottage for enforcement of Rules and Regulations related to Renting.

27. RIGHT TO A HEARING Any owner aggrieved by any fine or penalty imposed by the Board of Directors will be granted a hearing, provided that said owner requests a hearing with the Board of Directors within 10-days of the grievance. Said hearing shall be held within 21-days of receipt of the written request for hearing, and shall be conducted in a closed session, in person or virtually. The party aggrieved, the unit owner and or his or her representative are required to attend the hearing.

28. RULES FOR RENTING YOUR COTTAGE

• No Unit may be leased for an initial period of less than one (1) week and no portion of a Unit (other than the entire Unit) shall be leased for any period. All rentals are to be a minimum of 7 consecutive days.

• The Board of Directors requires unit owners to allow no more than 5 people, including children, per-rental cottage at any time, including at the pools and Community Center. This rule is strictly enforced, and fees apply if the rule is broken. • All owners, or representatives of owners, must have renters read & sign the Rental Resource Information Sheet (RRI Sheet) in advance of arrival.

• All rentals are to be registered with the HOA 7-days, if possible, prior to commencement of rental.

• Registration information to include number and names of adults and children with ages, Emergency 24-hour contact information for Renter & Owner (or Owner's Representative); date of arrival & departure; Vehicle: make, model, color & license plate. Signed Rental Resource Information Form to be submitted at same time as registration.

• No pets are allowed in rentals.

• All Renters are prohibited from holding gatherings in any common areas at CACP or lighting the Fire Bar at the Community Center.

• All vehicles belonging to renters must: display parking placard (specific to the unit rented) on rear view mirror. Renters can only park in the designated area for the rental unit. No more than 2 cars are allowed inside the gated area.

• Rules & Regulations of HOA must be posted in each Rental Unit.

• 911 Phone Land Line must remain connected.

• Monetary fines will be levied on the property owner for any damage done to common areas by the renters of the property owner's unit.

• The distribution of all unit keys is the sole responsibility of the Owner or Representative of the Owner. Gate access codes are assigned by the HOA Coordinator.

• Cottage renters, including those renting to own, are prohibited from subleasing any space of the rented cottage.
• Signed Rental Resource Information Form to be submitted at same time as registration. • All forms for short-term rentals are stored electronically by the HOA Coordinator, including the:
1. Rental Registration Form
2. Rental Resource Information Sheet (includes all the rules for renters)
3. Post Rental Season Home Inspection Form (form with $500 one-time fee to sign up to Short Term Rent) All Renters are subject to Cape Arundel Cottage Preserve Homeowner's Association Rules & Regulations.

29. ADMINISTRATIVE FEES
• A Rental Damage Deposit check should be made payable to "Cape Arundel Cottage Preserve Owner's Association" in the amount of $500.00, to be paid on or before April 1st of each year and is given to the HOA coordinator. This Rental Damage Deposit will be refunded if no common area is damaged at the end of the season or homeowner can opt to roll over to the next year.

• An administration fee of $100.00 is to accompany each rental contract of each cottage rented, also payable to Cape Arundel Cottage Preserve Owners Association and given to the HOA Coordinator.
• If ANY monies are not received by the completion of the rental, the associated fees will be added to your accounting ledger being managed by Great North and subject to an additional $25.00 per rental, per week. If a homeowner who is actively renting their cottage is in violation of the rules stated above, the following fees will be assessed.
1. A first offense will be a $1500.00 non-refundable fee
2. A second offense will result in a second $1500 non-refundable fee. The owner will be required to report to the Board of Directors, and this could lead to further fees and/or restrictions on the ability to rent their cottage. Billing of these will be processed through Great North Property Management.

30. GRACE PERIOD AND ASSOCIATED LATE PAYMENT FEES The HOA Condominium monthly fees are due on the 1st day of each month. The Board has adopted a 15-day grace period after which an administration late fee of $20.00 will be assessed and become payable by the homeowner in each instance.

31. SWIMMING POOLS RULES Refer to 10-144 Code of Maine Regulations Chapter 202 Appendix C Section 6H No Lifeguard on Duty. All persons using the pool do so at their own risk. Cape Arundel Cottage Preserve accepts no liability for any injury, death, or loss associated with the use of the pool.
1. Children under 15 years of age must be accompanied by an adult.
2. Absolutely NO FOOD or BEVERAGE are allowed IN THE POOL. NO GLASS is permitted in the pool area. All trash should be carried out when leaving the pool area.
3. Maine law recommends no floatation devices with the exception of swim noodles and children's pool safety devices. 4. Guests, other than family, must be accompanied by a unit owner. Owners are responsible for the conduct of their guests.
5. Renters are limited to five individuals at the pool, including children.
6. Running and diving are prohibited.

7. The gates must be always closed to prevent children from entering unattended and using the pool.
8. Incontinent individuals must wear tight fitting rubber or plastic pants. Children who are not potty-trained are required to wear swim diapers under a swimsuit.
9. Any person with a skin or eye infection, sore throat, fever, cold, diarrhea, open cut, blister, lesion or contagious disease may not enter the pool.
10. Spitting, blowing the nose, urinating or defecating in the pool is prohibited.
11. Only service dogs are allowed inside the pool area.
12. No person visibly under the influence of alcohol or drugs shall be permitted to enter the pool area.

32. SWIMMING POOL ETIQUETTE
1. Swimmers shall shower before entering the pool.
2. Chairs may not be reserved. If you have moved furniture, return to the original location. If you open an umbrella, lower it and tie it before you leave.
3. Earphones must be used with radio or other audio devices.
4. Parents and guardians shall supervise their children.
5. No smoking or vaping at the pool.

33. RECREATION AND AMENITIES All amenities are provided through an honor system without secured supervision or lifeguards. All guidelines for use are provided through the Rules and Regulations of Cape Arundel Cottage Preserve. All persons using any of the amenities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner shall make any claim against the Association, its agents or employees, for or on account of any loss of or damage to life, limb or property sustained because of or in connection with any such use of the recreational facilities. Each Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Owner growing out of the use of the amenities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents or employees in the operation, care or maintenance of such facilities.

ADDITIONAL GUIDELINES
• Children under 10 must be accompanied by an adult in the Community Center Main building and game room.
• Children under 15 must be accompanied by an adult at the pool.
• Children under 15 are not allowed in the Fitness Center.

34. FIREBAR USE
• The firebar shall be operated only by an adult cottage owner.
• Adults 18 years and older are required to be present at the firebar while in operation. Renters are not permitted to use the fire bar unless homeowners are present. The fire bar may be operated only between 5pm and closing time.
• Greasy food shall not be consumed on the fire bar as food oils may stain the granite. These include, but not limited to, pizza, nachos, fried foods, and salads. No objects may be placed above the glass partition, including sticks/marshmallows. No objects may be thrown at or near the glass partition. Do not touch the glass partition

as it becomes a hot surface. The key to the fire bar is to be stored and locked in a coded box in the kitchen when not in use. Homeowners will be provided with code.

35. EMERGENCY ENTRANCE TO UNITS If an Owner is not present, and an emergency arises, such as the fact or threat of fire, flood or any other circumstance which may adversely affect the common elements or other units, the Board has developed a procedure for gaining entrance to units. Specifically:
• A master key system IS used for units in the Association.
• Owners shall maintain at least one (1) door with the master lock so entrance can be gained in case of emergency.

36. PARKING
1. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking the personal vehicles of Owners and their renters/guests.
2. No buses, no commercial vehicles, trailers, boats, recreational vehicles shall be parked in the parking areas or in driveways unless approved by the Board. All vehicles must have current license plates and be in operating condition.
3. Parking on grass, that blocks sidewalks or driveways or in spaces designated for the use of another Owner shall not be permitted.
4. If any vehicle owned or operated by Owners, any member of their family, renters, guests, or licensees is illegally parked or abandoned on condominium property, the Association shall be held harmless by such Owner for any or all damages or losses that may ensue. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense.
5. In cases where the Owner has more than two vehicles, the supplemental parking area at the Main Entrance must be utilized for the additional vehicle(s), unless your driveway can accommodate the additional vehicle.
6. All residents must register their vehicle(s) with the HOA coordinator. When registered, decals will be provided by the Association for placement in the left upper corner of the window of vehicles. Placards will be provided and must be displayed on the rear-view mirror of guest and renter vehicles.
7. No homeowner shall claim a guest/overflow parking space for their personal vehicle use for more than 48 consecutive hours.
8.There is no overnight parking at Community Center.

37. SPEED LIMIT The CACP speed limit is 15 mph for all vehicles, strictly enforced and will follow the Enforcement Policy.

38. Golf Carts must be driven only by a Licensed Driver.

39. USE AND OCCUPANCY OF UNITS No part of the Condominium shall be used for any purposes except housing and the common purpose for which the Condominium was designed. Each unit shall be used for residential purposes of the Owners or such other persons to whom the Owners have leased the Unit.

40. BIRD FEEDERS Hummingbird Feeders are the only bird feeders allowed at CACP.

41. NO SMOKING OR VAPING is allowed in any common area.

42. COMMUNICATION PROCEDURE Please access the document here.

43. PLANTINGS Please refer to approval of 6-Ft. usage area and the approval process.

44. COMMUNITY CENTER USAGE The Community Center, including pools and pool areas, are for use by CACP owners, their families, guests and renters. Guests, other than family, must be accompanied by a unit owner. Owners are responsible for the conduct of their guests and renters. The CACP Social Committee may plan events at the Community Center. After careful consideration of liability, parking, security and wear and tears, CACP owners, their families, guests or renters may not reserve the Community Center, pools or pool areas, for private event use at any time. Cottage owners and renters may use the clubhouse to enjoy at any time with respect to the best practices below. Best Practices when using the clubhouse:

• Clean up after yourself and return the Community Center tables and chairs to their normal position.
• If you use the kitchen, hand wash any dishes used, wipe down the countertops and the sink. If you use the dishwasher, be sure to come back after the dishwasher cycle is finished to empty the dishwasher.
• Please remove any trash, leftover food, and beverage items.
• The use of glass containers is prohibited on the pool patio areas.
• Clynk bottle recycling may be placed in the designated bin in the kitchen if the bottles are rinsed clean. If the Clynk bin is full, please take your recycling with you.
• If you have an accidental spill on the carpet that cannot be fully cleaned up on your own, please report this immediately to the HOA Coordinator.
• Please do not monopolize the entire Community Center space, this includes the kitchen area. 45. OFF-SEASON ACCESS TO PROPERTY
• Per Town of Arundel Ordinance CACP is a gated seasonal cottage community that cannot be occupied from January 1 to March 31 of each year. Gate access restriction for entrance begins at 00:01 hours on January 1st and ends on March 31st at midnight annually.
• Overnight stays are in violation of the Town of Arundel Ordinance effective 2024. Gate access fobs will be deactivated Jan 1. Gate access fobs will be reactivated April 1. Residents have a right to access cottages to conduct a property check by appointment. Visits are limited to 1 per month. Owner must contact the HOA Coordinator Board to Clarify plan for HOA Coordinator for winter months (or the Sales Office) at least 1 day in advance to obtain gate code for entrance.
• The owner must specify the approximate time of arrival and time of departure not to exceed 4 hours in length.
• The owner cannot stay overnight at any time.
• Residents must sign into logging upon entering site and sign out when leaving. Special circumstances (i.e. emergency, storm damage, sale of property, etc.) may be accommodated by written approval of the Board of Directors.

NOTE: This ordinance is strictly enforced by the Town of Arundel. In Addition: As noted above, no vehicles may be parked at CACP during the month's closed season (Jan 1st-March 31st) due to snow removal complications and fire emergency access.