RULES AND REGULATIONS

BRIGHTON HEIGHTS CONDOMINIUM ASSOCIATION

401 Brighton Avenue, Portland, Maine

The Brighton Heights (the "Condominium") is a private condominium located at 401 Brighton Avenue, Portland Maine, consisting of 9 condominium units. The Condominium takes pride in being a quiet, safe and enjoyable place to live, where maintenance of facilities and grounds is a high priority and where the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational By-Laws, the Condominium is a self-managing association with authority for governance vested in an elected Executive Board. All owners are subject to common rules, regulations and standards of behavior. They are responsible for sharing in the policy, fiscal, and managerial decisions that are necessary to insure that the Condominium remains a desirable community in which to live.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the buildings 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 developers and the subsequent owners of the Condominium.

In order to appreciate these rules, a Condominium owner must first:

- *Understand* and *support* condominium living for what it is and for what it is not. Owning a condominium and living in a condominium community offers an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominiums are not the same as apartments where you have a landlord to respond to all of 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 owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, volunteering for workdays, working on special committees, serving on the Board, and meeting your financial obligations.

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

As provided in the By-Laws 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 Executive Board. 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 Executive Board.

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 definitions of Common Expenses and Unit Expenses below are for administrative purposes only and shall not be meant to alter or change the legal definition of the Units, Common Areas or Limited Common Areas as set forth in the Declaration.

1. **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, renovation, alteration, improvement or replacement of the following:
   a. **Grounds**. The land, lawns, trees, any vegetated areas, unit walkways, signage, any common facilities or storage buildings or areas, and other common areas;
   b. **Systems & Utilities**. Sanitary sewer to each unit, electric distribution to each unit meter, telephone line to each unit, cable TV line to each unit, water distribution to each unit master valve, storm and groundwater drainage system, heating equipment (heating appliances, radiators, water heaters, boilers, air intake and exhaust fittings, fuel storage, fuel lines and heating controls); and associated distribution to each unit, water and sewer lines running through and/or under foundation and masonry slabs;
   c. **Interior Structure**. Any masonry floor slabs;
   d. **Exterior Structure & Fixtures**. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing and clapboard siding), including unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor and insulation), foundation walls, any masonry floor slabs, exterior foundation drains, interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings.

e. **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.

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

a. **Systems & Utilities**. Pipes, lines, cables and wires serving one individual unit including all valves, junction boxes and any other related components; i.e. water lines inside of unit master valve located in both interior and exterior walls and in floors; sewer lines inside of unit outlet located in both interior walls and exterior walls and in floors; electrical wiring inside of electric meter, located in both interior and exterior walls and ceilings and in floors; master electric circuit breaker; interior television cable including incoming service terminal; interior telephone lines including incoming service terminal; internal water shutoff valves; smoke detectors; security alarms; unit dryer venting systems including piping and vents; kitchen exhaust fans; and bathroom exhaust fans;

b. **Interior Structure & Fixtures**. Sheetrock on all *interior* walls; framing, and insulation; interior first floor sub-floor sheathing; interior upper floor sub floor sheathing; stair-framing for all stair units; interior moldings and trim; interior doors; stair trim; wall and ceiling coverings (paint, wallpaper, furring, gypsum board and other finishing surfaces); floor coverings (carpeting and other finished flooring material including padding and additional sub-flooring); stair coverings; kitchen cabinets; built-in cabinets or fixtures; bathroom fixtures (tub, shower unit, sink, vanity and toilets); fireplaces; and light fixtures;

c. **Exterior Structure & Fixtures**. Exterior unit doors (front, kitchen and patio doors); storm/screen doors; window and door glass; window, door and skylight frames, screens, thresholds and sills; decks (all components); building mounted light fixtures; sun room doors and windows; dormer windows; and individual mailboxes;

d. **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.

3. **Right To Peaceful Enjoyment By All Unit Owners**

a. No unit owner shall undertake or permit activities or noise inside a building or in a limited common or common area of the Condominium that interferes with the rights, comfort, security and convenience of other unit owners. This includes actions and noise by the unit owner, family members, visitors and tenants.

4. **Guests and Tenants**

a. While visiting or renting the Condominium, guests and tenants of unit owners shall abide by all aspects of these Rules and Regulations.

b. Unit owners are responsible for making their guests and tenants aware of these Rules and Regulations and assuring their compliance.

5. **Board Approval and Notification**

a. Except as otherwise allowed by the Declaration for minor alterations or renovations, all unit owners are required to obtain written approval by the Executive Board before undertaking any project involving additions (temporary or permanent), and alterations to their unit's interior, the limited common areas attached to their unit, and the structure of which their unit is a part. The Board shall 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. 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.

b. All unit owners are required to notify the Executive Board, in advance, of significant maintenance/replacement, upgrading projects being undertaken inside their unit and not involving structural change, doors, windows, skylights, etc. Such work includes but is not limited to: adding a security system, finishing a basement, changes in flooring, replacement of bathroom/kitchen fixtures and cabinetry. The Association needs to know for insurance purposes. Aspects of the project may require compliance with Board specifications.

c. Unit owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the building, common area or limited common area etc. to its original condition.

6. Alterations and Improvements

Alterations and Improvements require advance written board approval and/or compliance with Board approved specifications, subject to the terms of the Declaration.

a. Any alteration or improvement to a unit, to a limited common area or a common area which involves a change in structural integrity.
b. Replacement of existing exterior doors, windows, sliding patio doors, skylights, light fixtures. These products must be approved for use at the Condominium.
c. Replacement or addition of a Storm/Screen Door on front entrance. This must be the door approved for use at the Condominium.
d. Installation of a new Roof Skylight.
e. Installation of a dormer or modification to an existing dormer.
f. Installation of a door or window in a place where one does not currently exist.
g. Any modification or improvement to a deck. All deck modifications must comply with the Condominium's Deck Specifications, if any.
h. The installation of a temporary or semi-permanent screen room or awning on any part of a deck. Such additions are allowed but must be approved for use at The Condominium.
i. Any modifications to foundations or chimneys.
j. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, etc.
k. Removal or replacement of any plant or tree located in a common area.
l. Addition, removal or enlargement of any garden space within a common area.
m. Telephone wire or cable TV wire installations that require disruption of paved or lawn surfaces, drilling of new holes in buildings or running of cables/wires on exterior of buildings.
n. Where necessary, the Board shall grant its approval 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. 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.
o. Unit owners who take actions without required Board approval or use products not approved for use at The Condominium will be required, at their expense, to remove all unapproved changes or additions and restore the building, common area or limited common area etc. to its original condition.

7. **Additions to Structures**

a. The existing footprint (the foundation perimeter) of building(s) at the Condominium 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, garage or deck except as set forth in paragraph 1(f).

8. **Outside Contractors**

a. All contractors and tradesmen employed or engaged by a unit owner to perform work in and around the Condominium structures are required to provide proof of adequate liability insurance and Worker's Compensation Insurance as required by Maine State Law. Insurance certificates shall be provided to the homeowner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the unit owner and the Condominium Association as additional insured.

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.

9. **Household Pets**

a. Well behaved household pets are permitted. Cats must be kept indoors or on leash. No dog breeds with a tendency for aggressive behavior are allowed including, but not limited to, pit bull, rotweiller, Doberman Pincher, German Shepard. No exotic pets, including amphibians and reptiles without the unanimous consent of the Executive Board, this includes all amphibians, reptiles, birds, and mammals. Unit owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the unit owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.

b. All pets must be licensed and inoculated as required by law, and owners must comply with City of Portland ordinances regulating

pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.

c. No pet is allowed outside of its unit except on a leash and under the control of a responsible person. This includes cats.

d. Owners are responsible for immediate removal of pet wastes from lawn or driveway common areas.

e. Damage to common area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the unit owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

f. No animal shall be permitted to bark, meow, or make other noises as to disturb neighbor's rest or peaceful enjoyment of their unit or the common area.

g. Unless otherwise authorized by the Executive Board, no animal may be tied or leashed outside the unit at any time, exterior pet runs of any type are not allowed at the Condominium.

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

10. **Children**

a. There is no common area at the Condominium designated exclusively as a play area for the use of children but reasonable play activities by children are welcome, preferably on lawns in the rear of their building.

b. Permanently installed exterior play equipment is not allowed at the Condominium.

c. Temporary, moveable exterior play equipment (swing sets, slides, playhouses, pools, etc.) is permitted but must be stored inside when not in use.

d. Toys, bicycles, wagons, etc. are to be stored inside when not in use.

e. The activities of children shall be under the control of a responsible person at all times.

f. No play activity at a noise level which prevents other residents from the quiet and peaceful enjoyment of their home is permitted.

11. **Stormy Weather**

a. The Board and the snow removal contractor make every effort to insure that snow is cleared from paved areas and walks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable. Unit Owners must be available to move their cars to allow for plowing of the lot.

b. All owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.

c. In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the unit owner/tenant.

d. Installation of a generator or other auxiliary emergency heating/power devices requires the prior approval of the Board. Installation must be done by a contractor who is licensed under Maine law. The contractor must provide proof of adequate insurance as delineated in Section 5.

e. During winter months, the unit owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from Monitor Heater air intake/exhaust fittings (usually on the front next to the door); clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; **and insuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your unit or others.** The unit owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.

f. Unit owners who are away for extended periods of time, particularly in winter, either on vacation, work related travel or because of seasonal use of their condominium, 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. It is essential that a member of the Board be notified of who has this responsibility and who has access to the unit.

12. **Household Trash**

a. Garbage and household trash shall be kept in closed containers inside the owner's unit or in such other area designated by the Board. Containers should be placed at the foot of the driveway on the day(s) designated for collection. Empty trash containers should be returned to such storage areas as soon as possible.

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

c. Public trash removal services are only for the removal of routine household trash. Larger items are the responsibility of the owner/tenant and should be disposed of in accordance with City of Portland ordinances and practices.

13. **Video Antennas and Satellite Dishes**

a. Video antennas and satellite dishes are not to be installed on any common area, including but not limited to roofs and exterior walls.

b. Video antennas and satellite dishes can be installed in limited common areas if you have exclusive use and safety is not compromised by the installation. "Exclusive use" means an area of the property that only you, and the persons you permit, may enter and use to the exclusion of other residents (i.e. decks). The video antenna and satellite dish must be installed wholly within the exclusive use area.

c. A video antenna and satellite dish that extends beyond the area of exclusive use is considered to be in a common area and installation is not permitted without the prior approval of the Executive Board.

d. Only satellite dishes that are less than one meter (39.37") in diameter are permitted to be installed at the Condominium.

e. Installation of video antennas and satellite dishes shall be in compliance with local and state law.

14. **Air Conditioners**

a. Unit owners may professionally install air-conditioners only through the wall on the southwest side of the building, provided that no owner may install more than two such air conditioners.

b. No window mounting of air conditioners is permitted.

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

d. The air conditioner may remain in place from May through October and must be removed during the winter months.

e. The unit owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

15. **General Hazards and Liability of Unit Owners**

a. Nothing shall be done, kept in any unit or in any part of the Common or Limited Common Areas which will cause an increase in the insurance premium for the property without the prior written consent of the Executive Board. No unit owner shall permit anything to be done, kept in the unit or in the limited common or common areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.

b. Unit owners shall be liable for the expense of maintenance, repair or replacement of any damage to the common or limited common areas or to another unit caused by such unit owner's act, neglect, or carelessness or that of their 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.

16. **Hazardous Materials**

a. It is strongly recommended that unit owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, unit owners are responsible for appropriate and lawful storage, safekeeping and disposal.

b. Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.

c. Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

d. Spills of fuel oil, kerosene, other hazardous or polluting substances inside a unit, or on any common or limited common area (paved or otherwise) shall be reported immediately to the Executive Board.

e. All removal, remediation and restoration costs associated with a hazardous material spill caused by a unit owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the unit owner.

17. **Heating Equipment and Chimneys**

a. Unit owners are responsible for insuring that individual unit Monitor or similar kerosene heaters, and other heating devices are in the proper condition to provide sufficient heat through the winter months.

b. Unit owners who regularly burn wood or coal in fireplaces, stoves, etc. shall have their chimneys inspected and cleaned annually. Work shall be performed by an experienced chimney sweep. Proof that this work has been done shall be provided to the Executive Board, upon request.

c. Unit owners with individual unit Monitor or similar kerosene heaters should be aware that if snow blocks the air intake/exhaust fitting (usually located at front of unit) or this fitting is damaged, the heater will cease to operate. The unit owner is responsible for keeping snow away from this fitting and insuring that it is not damaged.

18. **Woods and Lawns**

a. All lawns and vegetated areas at the Condominium are common areas and under the control of the Association.

b. No temporary, semi-permanent or permanent structures (tents, play equipment, screen rooms, etc.) are allowed on any common area.

19. **Ornamental Landscaping**

a. Any garden beds in the front of the building and any shrubs contained in them are common area and under control of the Association.

b. Existing plants cannot be removed or replaced or new ones added without permission of the Association.

c. Owners may plant perennials and annuals in the section of the bed between the front door and the driveway provided they maintain their plants and the presence of the plants does not impede the work of the Association's landscapers.

d. Window boxes and planters of any type shall not be placed in the front or side of any building.

e. The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from the ornamental planting area in front of or on the side of each unit. These items are to be considered part of the personal property of a unit (nonpermanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sale Contract.

20. **Personal Gardens**

a. The lawns shall not be dug up for a garden without the prior authorization of the Executive Board. Approval shall be based on a plan and description of plantings submitted in writing.

b. If any unit is sold where a personal garden has been established by an owner or tenant, it will be the *unit seller's* responsibility to restore the bed to its original grassy area or to leave funds in escrow at closing for the Association to restore the area.

c. The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from their personal garden area. These items are to be considered part of the personal property of a unit (non-permanent items) and are subject to Buyer /Seller negotiations and the terms of the Purchase and Sale Contract.

21. **Exterior Decorations**

Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building decor. Simple white lights can be strung on bushes in front of the building. No lighted decorations can be attached to the building. No freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

22. **Clothes Hanging Devices**

No outside clotheslines of any type shall be allowed.

23. **Decks and Porches**

a. Decks and porches ("decks") are designated limited common areas for the specific use of the unit owner/tenant. The land on which decks sit is common area of the Association and under the control of the Association.

b. Except for approved privacy dividers, decks at the Condominium are to remain decks and cannot be walled in, roofed over or in any way turned into a building of any kind except as set forth in the Declaration.

c. Repairs or modification to a deck (including enlargement) requires compliance with the Condominium's Deck Specifications and advance approval of specific plans by Executive Board, the City of Portland Code Enforcement Office in Portland, Maine.

d. Unit owners/tenants are responsible for regularly clearing their decks of snow to prevent damage to the deck and to the adjoining building structure.

e. Decks shall not be considered additional storage space for the unit owner's personal property.

f. Decks and the personal property used in the enjoyment of the deck shall be kept in a neat and orderly condition at all times.

24. **Mailboxes**

Mailboxes are the property of the Association.

25. **Signs**

a. After the initial sale of the Units, commonly used "For Sale" or "For Rent" signs or any other real estate marketing devices are permitted, but other signs are not allowed in the Condominium without the approval of the Executive Board.
b. Realtors may place up to two temporary "Open House" signs on the common area on the day of the scheduled Open House and these signs must be removed immediately after the close of the Open House.
c. No business, political or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

26. **Yard Sales**

No unit owner shall hold a yard or garage (tag) sale or outside sale of any kind without the approval of the Executive Board.

27. **Solicitation**

There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

28. **Information and Emergency Contact**

a. Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.
b. All unit owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the unit.
c. Unit owners who are away for extended periods of time, either on vacation or because of seasonal use of their condominium unit, 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 damage has occurred. It is essential that a member of the Board be notified as to the person(s) who have this responsibility and who has access to the unit.

29. **Insurance**

a. Each condominium owner and tenant is responsible for obtaining insurance coverage for personal property and liability.

b. Many insurance companies doing business in Maine offer specific policies for condominium owners and renters. Unit owners and renters should consult with their insurance agent to design a policy to meet their needs.

c. A typical condominium policy may include coverage for:

- Building Property: items of real property which pertain directly to your unit and may include alterations and permanent installations.
- Personal Property: items owned by the insured and structures not permanently attached to the unit.
- Personal liability: covers claims brought against the insured for damages because of bodily injury or property damage.

d. The Association maintains a master policy to cover losses sustained in common areas and structural systems. If you suffer a loss that you believe should be claimed against the Association policy, you should do so through a member of the Condominium Executive Board. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

30. **Access to Units For Repair and Emergency**

a. The association has the irrevocable right, to be exercised by the Executive Board, to enter a unit from time to time during reasonable hours as may be necessary for the inspection, maintenance or replacement of any of the common or limited common areas, facilities or systems therein or accessible therefrom.

b. The association has the irrevocable right, to be exercised by the Executive Board, whenever deemed necessary and regardless of whether the owner is present or not, to enter a unit for the emergency inspection and repair therein necessary to prevent damage to the common areas, facilities and systems or to another unit or units.

c. In order to facilitate entry in the case of an emergency or absence, the unit owner, if required by the Board, shall provide a working key to the dwelling to a neighbor or to a Board member.

31. **Short-Term or Long-Term Rental of Condominium Units**

a. Unit owners who wish to rent their property must use a standard lease form, approved by the Executive Board, specifying all the terms of the lease and must require tenants' to show proof of contents insurance.
b. Unit owners must not suspend their own condominium owner's insurance policy during the period of rental.
c. Unit owners who rent their property to another for any period of time must obtain a written acknowledgment from the tenant that they have been given a copy of the Condominium's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Executive Board prior to occupancy.
d. Regardless of the terms of rental, the timely payment of unit monthly fees and special assessments during the rental period remains the responsibility of the unit owner. In the event of non-payment, regardless of who should be making payments, the unit owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

32. **Procedures**

a. Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) should be communicated to a Board member immediately.
b. Work requests, suggestions or complaints to the Board should be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.
c. Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.

33. **Violations of Rules and Policies Including Financial Obligations**

a. When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the unit owner stating the complaint, the appropriate rule and the penalty or assessment of expense.
b. In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.

c. Any unit owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.

d. All unit owners must understand that assessments and penalties related to noncompliance with rules and regulations, expenses for which an owner is liable, and unpaid financial obligations will likely become a lien against the violating Owner's unit if not satisfied in a reasonable period of time.

The Executive Board welcomes constructive input and involvement from any unit owner. In bringing issues to the Board, unit owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all unit owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, By-Laws and Rules and Regulations.

IN WITNESS WHEREOF, Alan B. Peoples in his capacity as Manager of Brighton Heights, LLC caused this instrument to be executed this _____ day of September, 2007.

Brighton Heights, LLC

_____
Witness

BY:_____
Alan B. Peoples
Its: Manager