Rules and Regulations of Shepard's Cove Condominium Association

Shepard's Cove Condominium Association ('Association'), acting through its Board of Directors ('Board'), has adopted Rules and Regulations. These Rules and Regulations, together with related provisions of the Declaration of Condominium and the Bylaws, are assembled in this document. The Rules and Regulations (but not the provisions of the Declaration or Bylaws) may be amended from time to time by resolution of the Board. *(Introduction amended 5/10/23).*

1) **Compliance.** All Unit Owners, renters, and guests and all other persons on the Condominium property shall comply with the Regulations.

2) **Obstructions.** There shall be no obstruction of the Common Elements.

3) **Document Conflict.** In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

4) **Insurance, etc.** Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board. No waterbeds shall be permitted in any Unit other than the cottages. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any building or fire code. Grills on mid-rise balconies and decks are prohibited by state and local ordinances, as well as Board decisions. No gasoline or other explosive or inflammable material may be kept in a Unit or storage area. No waste shall be committed on the Common Elements.

5) **Unit Owner's Deductible.** *(amended 5/10/23, pursuant to Declaration Article 8, Section 5)* Unit Owners are responsible for payment of the first $10,000.00 of any Association insurance deductible for damage to their Units.

6) **Trash.** All garbage and trash must be stored inside a Unit or other designated area until the day designated by the Association for pick up, when it may be left outside in an animal proof container or such other container as may be required by the Town of Kittery, if applicable. Empty trash receptacles shall be promptly returned to the interior of the Unit after pick up. Any trash spread on the Common Elements shall be promptly picked up by the Unit Owner.

   For Units located in the Boothbay, Camden and Kennebunk mid-rise buildings, trash shall be deposited in the basement level rubbish receptacles.

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

8) **Unit Repair.** Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, any dirt or other substance.

9) **Structural and Common Element Changes.** Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the written consent of the Board or as otherwise provided in the Declaration for the duplexes and cottages.

9A) **Construction.** *(Adopted September 12, 2024)*
Any Unit Owner who undertakes a construction, renovation or maintenance project of $100,000.00 or more shall obtain a performance bond, or other suitable surety as the Board of Directors in its sole discretion shall deem adequate, naming the Association as beneficiary to insure the timely and accurate completion of the project.

No such project may utilize a staging or laydown area outside of the applicable Unit, without the prior written approval of the Board of Directors. The Unit Owner shall indemnify and hold the Association harmless from and against all claims, damages and liabilities associated with any use of or damage to Common Elements arising out of such project.

10) **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or on the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners or occupants.

11) **Noise.** No Unit Owner shall make or permit any disturbing noises in the building or do or permit anything, which will interfere with the rights, comforts or convenience of other Unit Owners, including the actions of pets. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 10:00pm and the following 8:00am, if such operation shall disturb or annoy other occupants of the building.

Seventy (70) percent of the surface area of hardwood floors and ceramic tile floors located in the upper floors of multi-unit buildings F (the Kennebunk), G (the Camden), and H (the Boothbay) shall be covered with area rugs.

12) **Use of Units.** A Unit Owner may conduct business within his/her Unit, as long as the business activities are conducted entirely within the Unit, are not detectable from outside the Unit, and do not involve visits by customers, salespeople, or clients. No Unit shall be used or rented for transient hotel or motel purposes.

13) **Signs.** No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Units. As amended by the Board on 11/11/2008, Owners selling Units have the right to erect an open house sign, for the duration of the open house, subject to the prior approval of the Property Manager.

14) **Window Coverings.** Draperies, curtains or venetian blinds must be installed by each Unit Owner on all windows of his/her Unit and must be so maintained thereon at all times.

15) **Hangings and Visible Changes.** No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit except for existing directional signs of the Association. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antenna or other items be installed by the Unit Owner beyond the boundaries of his/her Unit except with permission of the Board. No clothes line, clothes rack, or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Board. No deck, patio or balcony shall be enclosed or covered by a Unit Owner except for the construction of the optional sunspaces as permitted in accordance with the Declaration.

16) **Outside Storage.** Outside balconies, decks and patios shall not be used for storage purposes.

17) **Landscaping and "Private" Gardens.** *(Revised August 19, 2019)* As all plants and garden areas are deemed Common Elements, ALL plantings require advance approval from the Board. This rule set applies to current "Private Gardens" as well as any future garden requests.

    Unit Owners may request to establish "private gardens", where they can suggest and maintain plantings separate from SC-contracted Landscapers. Establishing a "private garden" does not change the fact that these areas are Common Elements, under the supervision of the Board. The Unit Owner's request will indicate the space requested, size and location, as well as a maintenance plan. Once approved, the Unit Owner/Applicant will take pictures of the area before creating the Garden, as well as after establishing the Garden. The pictures and a location description will be forwarded to the Management Company/Representative. The Management company will maintain a record of all approved gardens.

    All plantings are subject to review by the Grounds Committee, who will make recommendations to the Board for changes and/or approval. The Unit Owner will be responsible for maintaining the approved plantings. If the Board determines the Garden is not being properly maintained in a timely fashion, the Association has the right to maintain the Garden at the applicant's expense or eliminate the Garden at the applicant's expense. Anything planted or installed in the Garden by the Unit Owner/Applicant becomes property

of the Association; therefore, may not be removed without permission of the Board. Any costs incurred by the Association in maintaining or removing the Garden will be charged to the Unit Owner/Applicant.

With the concurrence of the Grounds Committee and the Board, individual Owners may be approved to choose/maintain/rotate plantings without Grounds Committee supervision/approval. Requests to self-supervise would go through the Grounds Committee then to the Board. That privilege may be revoked at any time by the Board.

If/when a Unit Owner/Applicant is leaving Shepards Cove, the Garden may be passed to the subsequent Owner of the Unit, as long as the new Owner agrees, in writing, to fully understand and comply with this rule set. Written acknowledgement will be filed with the Management Company. If the new Unit Owner does not wish to be responsible for the Garden, the Board will determine the status of the Garden with any costs incurred to be charged to the original applicant.

Guidelines for Unit Owner Plantings

Foundation plantings in the front and sides of any Unit shall not protrude beyond the original design or from any Board-approved Plan. Borders for flowerbeds must be in Board-approved earth tones. Flower boxes, planters, and hanging baskets must be only on the front steps, porches, decks, and balcony floors. Brackets for hanging plants may be affixed to buildings so as not to create a hazard nor increase the rate of insurance of building or the contents thereof.

18) **Illegal Acts.** No Unit shall be used for any unlawful purposes and no Unit Owner shall do or permit any unlawful act in or upon his/her Unit.

19) **Pet Rules.** No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except orderly dogs, cats or other household pets as permitted by the Declaration. The Declaration provides that:

a. The Kittery town Code, Chapter 6.04 is the controlling law for dogs when they are outside of our buildings. This code applies to Kittery residents and visitors. Shepard's Cove pet rules apply to our own buildings, parking lots and common areas and are not meant to supersede the Town Code.

b. All dogs and cats must be registered with the Association. Pets must be registered and inoculated as required by law.

c. Pet Owners are fully responsible for personal injuries and/or property damage caused by their pets.

d. Unit Owners in the midrise buildings may keep no more than one dog whose weight may not exceed 40 pounds. Up to two (2) dogs, without regard to weight, shall be allowed in Units located in freestanding single and duplex style buildings. A Unit Owner may keep up to two (2) cats and a reasonable number of other ordinary household pets in a Unit.

e. No pets shall be permitted outside of a Unit except on a leash and attended by a responsible person. The areas in which leashes are specifically required include hallways, elevators, sidewalks, and parking areas.

f. All waste must be picked up by the Owner, bagged, and for midrise Owners, dropped in the trash.

g. An Association approved cleaner like Dog-Spot should be used in case an accident occurs. Pet Owners must clean up accidents promptly and also report any residual stains to the Management Company for further treatment.

h. No pets are allowed in the Shepard's Cove clubhouse per clubhouse rules.

i. Visiting pets are subject to the same rules as those of Unit Owners' pets.

j. The Management Company has the right to expel a pet when rules are abused.

k. The Board reserves the right to remove any pet deemed malicious or a danger to the community.

20) <u>Parking Rules and Guidelines</u> *(Revised May 17,2018)*

a. Midrise Parking Areas:

1. Parking is permitted only within the parking space(s) allocated to a given Unit and outside common spaces on a first come basis. No Unit Owner shall park more than one (1) vehicle on the common elements without the prior written consent of the Board.
2. No street parking is permitted.
3. In accordance with the law, only handicap parking permit holders are permitted to park in handicap spaces.

b. Vehicle & Parking Garage Restrictions:

1. Parking spaces in the midrise garages are restricted to resident/Owner use.
2. Inoperable vehicles, boats, recreational vehicles, snowmobiles, all terrain vehicles or recreational equipment or similar items may not be kept or parked in the midrise common parking spaces or on the property except within a fully enclosed garage that is part of a Unit (i.e., duplexes and cottages).
3. Only passenger vehicles and trucks less than 8000 lbs. in gross vehicle weight may be kept or stored on the property, and such vehicles must be in operable condition and fully licensed for use on public highways.

4. Storage of any personal items other than in storage units is not allowed in the garage spaces, except for a shopping cart and bikes in racks in the alcove of the garage.

c. Environmental, Health & Safety:

1. No vehicle or conditions that pose environmental health or safety hazards are allowed. Conditions such as, but not limited to, leakages of fluids from vehicles; vehicles that emit noxious exhaust, etc. are not allowed.

2. Nuisances: No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. (See Shepard's Cove Declaration, Chapter 7, paragraph 11, Nuisances).

d. Restrictions on Long-Term Storage of Vehicles:

Long-term storage of vehicles of more than six (6) months is not allowed except for residents who are away for extended time in the winter or summer months only. Those who are away for an extended period of time will notify the Management Company.

e. Rentals & Loans of Midrise Parking Spaces:

1. Rentals/loans are for midrise Owners, exclusively, and should not be rented/loaned to residents in the duplexes, cottages, or any non-resident.

2. Tenants renting midrise Units are assigned the numbered parking space deeded to the Unit and may use one common outside area. (See Lease Agreement).

3. All rentals/loans of garage spaces must be reported to the Management Company and include the name, Unit number, and telephone number of the resident designated to use the parking space.

f. Winter Storm Emergency Parking:

Vehicles normally left in the outside parking spaces must be moved to allow adequate plowing during winter storms. Vehicles in violation will be towed away at Owners expense.

g. Tenants: Duplex/Cottage:

Duplex and Cottage Owners who rent their property must make at least one garage space available to the Tenant.

h. RV Parking:

Unit Owners and guests of Unit Owners driving recreational vehicles (RV) may park in the rear corner of the Clubhouse parking lot with prior notification and for not more than five (5) consecutive nights. Owner/guest may not sleep in the RV while it is parked on SCCA property. The Board and management reserve the right to deny

permission to any applicant due to pre-scheduled priority use of the Clubhouse parking lot.

SHEPARD'S COVE PARKING GUIDELINES

The following are guidelines (not rules and regulations) for Unit Owner consideration.

a. Midrise Garages as Communal Space:

The midrise garages are communal as compared to the enclosed garages of the duplexes and the cottages. While Unit Owners have deeded/designated spaces, the garage is not private and is shared by all the Owners in the buildings.

1. Owners should be considerate of others who share the garage in storage, environmental, health and safety matters.
2. Midrise Owners are responsible for keeping their own space(s) in good order and complying with the regulations set for the use of the garages.

b. Midrise Parking Areas Defined:

1. Parking spots in front and by the sides of the midrise buildings are on a first come-first served basis. All overflows may use the Club House parking area. Residents should park in front of their own buildings whenever possible.
2. Midrise Unit Owners are encouraged to use their deeded space(s) in the garage rather than park outside, except for short intervals. Outside parking spaces are intended for midrise residents, for guests and for service vehicles.

c. Sale of Lettered Parking Spaces:

Owners may sell their second (lettered) parking space with the following provision: Second (lettered) parking spaces should be sold to midrise Owners only and should not be sold to Owners of duplexes, cottages, or non-residents.

d. Environmental, Health and Safety:

Battery charging is permitted as follows: extension cords may be used for short periods of time only if the cords are deployed safely. This means the cords may not be in a location where vehicles may run over them, not laying in standing water, do not result in a tripping hazard nor any other that results in a safety hazard. The cord must be in good condition and capable of handling the power it is supplying.

e. Rentals and Loans of Midrise Parking Spaces:

Due to parking space constraints, Owners should consider renting or loaning any space not being used to a midrise resident in the same building. Owners who do rent/loan shall offer the space(s) to residents in their building before offering the space to a resident in another midrise. Second (lettered) parking spaces should be offered to residents in the building first and if no offer is made for the asking price, the space may be offered for sale to Owners in the other midrise buildings.

f. Winter Storm Emergency Parking:

1. Owners who have an open parking space in the garage are encouraged to loan the spot to a neighbor who normally parks outside.
2. Midrise building residents should cooperate and create clear plans for extra vehicle storage during winter emergencies, such as using the back of the garages for parking in emergencies. No parking spaces should be blocked without prior approval of the Unit Owner who owns the parking spaces.

21) **Committees**. *(Adopted April 8th, 2022)* No more than 2 Board members will be on any Committee.

22) **Entry into Units.** Each Unit Owner shall provide an entrance key to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep a working copy of any keys required to gain entry to any Unit. These keys shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units. No Unit Owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Board.

    The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit in a building with the permission of the Unit Owner at any reasonable hour of the day for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin insects or pests.

23) **Moving.** Move-ins and move-outs are restricted to the hours between 9:00 am and 8:00 pm.

24) **Boat House Rule.** *(Adopted September 9, 2005; edited January 11, 2024)*

    a. All Owners and Residents must assume responsibility for any damage done to the Boat House or facilities done by themselves or their guests.

    b. Animals are not permitted in the Boat House at any time.

    c. The Boat House is a non-smoking facility.

    d. Guests of Residents under the age of 18 wishing to utilize the Boat House must be accompanied by an adult age 18 or older.

    e. All boaters are required by state law to have a flotation device while boating on Spruce Creek

    f. Boaters have priority in the Boat House and dock areas, and while fishing, swimming or non-boat related socializing on these locations is allowed, these activities must not interfere in any manner with boating related functions.

    g. The Boat House may be accessed by the use of a combination lock. The entry doors should always be secured. Boaters are encouraged to use the Boat House in pairs, particularly late in the evening or early morning hours.

    h. Boat House use is restricted to storage of boats and boat accessory equipment. Boat House use is restricted to Residents only.

    i. Boaters and their guests are asked to refrain from making loud noises that may disturb others.

j. The last person leaving the Boat House must turn off the interior lights and exterior floor light manually. The light on the pier is on an automatic timer.

k. Assigned storage slots will be determined at an annual lottery. Residents who come to the community post lottery, will be provided a slot on a "first-come, first-served basis". Residents who received a second slot at any given lottery must relinquish that slot if demand from new Residents members exceeds available slots.

l. Boats should not be tied up to the dock nor stored in the area other than to load or unload boaters and their gear.

m. No smoking or open flames are allowed in or near the Boat House.

n. The Boat House and dock are "carry-in, carry-out" areas.

o. Only non-motorized boats, canoes and other watercraft may be used or stored in the Boat House and dock area, excepting only battery powered electric trolling motors. No petroleum-fueled watercraft may be used or stored in the Boat House and dock area.

p. The boat-owner's name and Unit number shall be marked on any watercraft stored in the Boat House.

q. All personal property placed in any portion of the Boat House, dock or any place appurtenant thereto, shall be at the sole risk of the owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property, even if due to the alleged fault or negligence of the Association.

r. A copy of this Rule shall be posted at the Boat House.

25) <u>Seasonal Issues</u>. *(Adopted December 7, 2007)*

a. All Unit Owners shall maintain a minimum room temperature of 55 degrees at all times.

b. All Unit Owners shall provide proof to the Property Manager of an annual, professional HVAC inspection.

26) <u>Holiday Decorations Policy</u>. *(Adopted December 7, 2007)*

a. National Holidays.

1. Any seasonal type of decoration may be displayed to recognize various national holidays. Seasonal decorations may be displayed only for a reasonable time period.

2. Our national flag may be displayed within the confines of the front entrance or garage of a duplex/cottage, or from a mid-rise balcony wall at any time.

b. Holiday Season.

1. Any reasonable type of decorations may be displayed within the confines of the front entryway of the duplexes, cottages or on the front door in the mid-rise Units.

2. Decorative electric candles may be displayed in windows inside the residence. Only white or clear non-flashing lights may be used for the overall harmonious appearance of the community.

3. All holiday decorations may only be displayed from the weekend after Thanksgiving until January 15th.

4. If a resident plans to be away beyond the January 15th date, he/she must remove any holiday decorations before departure.

27) **Clubhouse Policies and Procedures.** *(Adopted September 9, 2005; revised November 10, 2005, November 5, 2006, February 25, 2008, August 4, 2023, and January 16, 2025).*

a. All Owners must assume responsibility for any damage to the Clubhouse and facilities done by themselves or their guests.

b. Animals are not permitted in the Clubhouse at anytime.

c. The Clubhouse is a non-smoking facility.

d. Guests under the age of 18 wishing to utilize the Clubhouse must be accompanied by an adult age 18 or older.

e. The kitchen, bar/dining room and great room are available for private functions, but must be reserved in advance with the Management Company.

f. Although private functions are allowed, the primary purpose of the Clubhouse is to provide a facility for the entertainment and social interaction of the Owners with one another.

g. The Clubhouse may be accessed 24 hours a day by the Owner's security pass. The entry doors should always be closed for security, as well as for HVAC reasons. Owners are encouraged to use the Clubhouse in pairs, particularly in the late evening or early morning hours.

h. Owners may allow an adult visiting guest to utilize their security pass to gain access to the Clubhouse for use of the various amenities. Non-visiting friends, relatives and acquaintances of an Owner should not be provided access to the Clubhouse.

i. Owners and their guests are asked to refrain from making loud noises that may disturb others.

j. The last person leaving the Clubhouse should turn off the fireplace, as well as all lights appliances and electronic devices.

k. All trash and recyclables generated anywhere in the Clubhouse must be collected and properly disposed. Neither may be left in the Clubhouse, as it does not have regular trash or recycling pickup service.

l. Folding tables and chairs may be borrowed from the Clubhouse by Owners. A clipboard in the office (where the tables and chairs are stored) must be used to indicate which Owner borrowed those items. All such items must be returned within 48 hours, and Owners must check the on-line Clubhouse calendar in advance to make sure that no Association function is planned at the time. Folding tables and chairs can be borrowed only for use within the community; they may not be removed from the Shepard's Cove "campus."

m. Aside from folding tables and chairs, no furniture, furnishings, artwork, plants, kitchen equipment or any other equipment may be borrowed or removed from the Clubhouse.

n. Kitchen

1. Owners may not store food or beverages in the Clubhouse kitchen.
2. Owners using dishes, glasses, flatware and the like from the Clubhouse kitchen must wash and dry them and return them to their cabinets or drawers. They may not be left dirty or unwashed in the dishwasher. If there are enough dishes to justify running the dishwasher, an Owner using it must return to unload the dishwasher after they are cleaned.
3. All trash and recyclables generated anywhere in the Clubhouse should be collected and properly disposed. Neither may be left in the Clubhouse, as it does not have regular trash pickup service.

o. Billiard Room

1. No one under the age of 18 may use the billiard room,
2. Owners utilizing the billiard room are requested to utilize the sign-up sheet located in the room. Owners should limit their sign-up period to one hour per evening. If no one is waiting to use the billiard room after the one hour period lapses, the Owner may continue to use the room. If someone is waiting, the Owner should relinquish use of the billiard table.
3. Any damage to the billiard room, including equipment, should be reported to the Management Company.
4. Billiard table etiquette:
   a) Brush the felt in one direction only – towards the windows.
   b) Do not apply any cleaner directly to the felt, please apply cleaner to a cloth material which can then be used on the felt.
   c) Please do not leave the billiard balls in the side pockets as over time the leather will become stretched out.
   d) No food or beverage should be located near the billiard table.

p. Media Room

1. The media room is available to all Owners and guests on a first-come, first-served basis. However, Owners and guests are asked to use good judgment in terms of sharing the use of the big screen television. Factors for Owners and guests to consider in terms of what channel the television should be on are as follows:
   a) Number of Owners and guests expressing a desire for a particular station.
   b) Special event broadcasting such as sporting or political event.
2. Make sure all audio-visual devices are turned off prior to leaving the room.

3. The door to the media room should be closed while in use so as not to disturb others using the great room, dining room or billiard room.
4. Any damage to the media equipment or room should be reported to the Management Company.

q. Exercise Room

1. Guests under the age of 16 are not permitted to use the exercise equipment at any time, due to insurance reasons.
2. Owners and their guests are asked to wear clean sneakers and proper workout attire while utilizing the equipment (i.e., sneakers that have not been worn outside, thus avoiding bringing sand and dirt into the room and onto the equipment). ALL shoes that are worn in from the outside shall be left in the hall outside the exercise room. A bench has been provided for your convenience.
3. Weights should be returned to the rack after use. Equipment should not be moved but remain where placed.
4. Owners and their guests should bring sweat towels with them to wipe down the equipment after use. Also, paper towels and disinfectant spray are kept in supply in the exercise room closet.
5. The use of the exercise equipment can be inherently dangerous. Owners and their guests are advised to seek medical advice as to any limitations that they may have on the use of exercise equipment Owners and their guests use the exercise room and its equipment at their own risk. The Association and the Management Company will not be responsible for any accidents or injuries to any person using the exercise room or its equipment.
6. Any damage to the exercise equipment should be reported to the Management Company.

r. Card Room (Library)

1. The primary purpose of the card room is to provide a venue for Owners and their guests to get together to play cards such as poker, bridge, pinochle, cribbage or board games. The room is not intended for general socializing, although this use is perfectly fine if the room is not being utilized for its intended use.
2. Any damage to the card room should be reported to the Management Company.

28) <u>Private Functions at the Clubhouse</u>. *(Revised 8/4/2023)*

a. The kitchen, bar/dining room and great room are available for private functions for Owners and their invited guests. The billiard room, the library and the exercise room are not available for guests of the event.

b. Private functions need to be reserved with the Management Company using the form incorporated at Attachment A to the Rules and Regulations and available through the Management Company. All national holidays and special event days such as Super

Bowl Sunday are blacked out as dates for private functions. This policy ensures that the Clubhouse is available to all Owners to enjoy on these special occasions.

c. No reservation can be made more than 365 days in advance.

d. Any extra cleaning/repair fees for spillage and/or damage will be billed to the Owner for immediate payment.

e. Maximum number of attendees: Due to the limited number of bathrooms and parking spaces, only 50 outside guests are allowed at any function. There is no limit on the number of Shepard's Cove residents invited to a private function.

f. Parking by invited guests shall be limited to designated areas only, i.e., the Clubhouse parking spaces and overflow parking at rear of Clubhouse. It is the responsibility of the Owner reserving the Clubhouse to communicate this to his/her guests.

g. All music must stop by 10:00 pm with the event concluded by midnight.

h. Owners are required to remove any food or beverage from the Clubhouse at the conclusion of the event. All trash and recyclables should be collected and properly disposed. Neither may be left in the Clubhouse. Any tabletop decorations should also be collected and removed from the premises.

i. Private functions utilizing a caterer must have the caterer provide a Certificate of Insurance naming the Association and the Management Company as additional insured parties.

j. If an Owner is using the Clubhouse tablecloths, he/she must launder them and bring back to clubhouse within 24 hours.

k. Any furniture that has been moved during event must be returned to its previous location. No pasting of any decoration on the walls or woodwork is allowed.

l. Failure to abide by the Clubhouse policies and procedures for private functions may result in the denial to the Owner of any future reservation request.

29) <u>Unit Occupancy Rules</u>. *(Adopted August 11, 2016)*

At least one occupant of each unit must be age 55 or over. Except as specified in sections 1 and 2 below, no unit may house more than two (2) occupants.

1. The Board by majority vote may allow a temporary live-in caregiver to reside in a Unit upon demonstrating of reasonable need by a resident. To demonstrate reasonable need the Board may request a certification disability letter from a health care professional indicating need for a caregiver. The Board may review whether the reasonable need continues at six month intervals. The Board will further be attentive to concerns of the abutters to such Unit where request for a caregiver has been made and consider additional strain on the services at Shepard's Cove in their decision.

2. The Board may in its sole discretion and by a majority vote allow up to two (2) additional occupants ("Additional Occupant(s)") per duplex unit *or* per cottage unit with three (3) or more bedrooms ("3BR Cottage"). A unit Owner or a prospective unit purchaser of a duplex or a 3BR Cottage unit seeking the Board's permission for

Additional Occupant(s) will submit a written request to the Board providing all relevant information about the proposed Additional Occupant(s) including the duration of the requested unit occupancy. In return for the Board's consideration of a request for permission to allow Additional Occupant(s), the requestor(s) and proposed Unit Owner(s) and Additional Occupant(s) agree to all of the following conditions in advance:

a. The maximum number of unit occupants' motor vehicles which are customarily parked per unit with allowed Additional Occupant(s) will not exceed three (3) and said vehicles will be parked in the unit's driveway or garage.

b. Past or future granting by the Board of permission for Additional Occupant(s) are not precedent setting and each request will be considered individually.

c. Permission for Additional Occupant(s) applies only to the specific Units, Unit Owners and permitted Additional Occupant(s) and are not transferable.

d. Misstatements in the request to the board or failure to at all times remain in compliance with all applicable governmental laws, rules and regulations; and the Declaration, Bylaws and Rules and Regulations of the Shepard's Cove Condominium Association may, at the discretion of the Board, be sufficient cause for denying or at any time revoking permission for Additional Occupant(s).

It is the responsibility of the Unit Owner to insure the occupancy rules and regulations are clearly stated in any sales and lease/rental agreement. Every sale and lease/rental form contract shall prominently disclose the occupancy restrictions as stated in the Declaration (Section 1.4, Occupancy Restrictions), bylaws (Section 7.3, Leasing Restrictions) and the Rules and Regulations (Leasing Restrictions and Unit Occupancy Rules).

30) <u>Leasing Restrictions</u>. *(Parts A and B are reprinted from Declaration Section 8.9; part C added September 12, 2024)*

A. No Unit may be leased for transient purposes and no Unit may be leased for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period.

No Unit Owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

i. requiring the tenant to comply with the Declaration, the Bylaws, and these Rules and Regulations;

ii. providing that failure to comply constitutes a default under the lease;

iii. providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit Owner after thirty (30) days' prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease, and

iv. in the event that the payment of common charges and/or Service Charges or other amounts due to the Association becomes more than 30 days past due, authorizing the Association to require the Tenant to pay directly to the Association the rent

on the Unit in an amount of up to the balance of current and delinquent common charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of common charges and other fees due. The Unit Owner shall have ten days after such notice is sent to file any objection, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit Owner must state what amounts, if any, which the Unit Owner admits is owed to the Association.

Any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit Owner of a Condominium Unit shall, promptly following the execution of any written lease of a Condominium Unit, forward a true copy thereof to the President of the Association.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors.

If such violation(s) is(are) not remedied within said period, then the Unit Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Unit Owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Unit Owners and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Service Charges and common charge assessments.

C. For purposes of forwarding a true copy of a lease to the President, an electronic copy is acceptable. Omission or blacking-out of the dollar amount of rent is also acceptable

31) <u>Protocol for Trail Maintenance</u>. *(Adopted September 2, 2009; revised and incorporated into this document August 4, 2023)*

Since the trails at Shepard's Cove are in and part of the Buffer Zone, they must be maintained in accordance with the limits of "Declaration of Restrictions, dated Oct. 15, 2001." The following measures are available to maintain these trails:

1. All work done on the trails must be manual labor.
2. Weeds, including poison ivy, on the trails must be pulled by hand to a 6-foot width, using hand tools such as trowels, spades and shovels.
3. Branches overhanging the trails and grasses encroaching into the trail may be trimmed with hand tools such as hand-held clippers and sickles.
4. Mulch or wood chips may be spread using unmotorized vehicles such as wheelbarrows, or wheeled carts, and by shovels and rakes.
5. Drains under the trail, where possible, should be flushed with water from extended hoses to rid them of debris.
6. Rip rap and level spreaders must be cleaned manually or by hose, with care to disturb the duff as little as possible.
7. Cuttings, leaves, weeds and mud cleaned from edges and rip rap can be distributed throughout the Buffer once removed.
8. Resident or area volunteers will be asked to sign a waiver of liability for insurance purposes (so the SC Condominium Association can not be held liable).
9. Mechanical equipment, like a bush hog or a motor-powered cart to collect debris, may not be used. The only exception is that gasoline- or electric-powered hand-held weed whackers may be used, as permitted by a Maine DEP finding dated August 31, 2015.

This Rules and Regulations document revised, in whole, or in part on:

07/07/2004	*11/11/2008*	*08/19/2019*	*08/04/2023*
09/09/2005	*07/27/2010*	*04/08/2022*	*01/11/2024*
11/10/2005	*04/10/2013*	*12/08/2022*	*09/12/2024*
11/05/2006	*12/04/2013*	*04/28/2023*	*01/16/2025*
12/07/2007	*08/11/2016*	*05/10/2023*	
02/25/2008	*05/17/2018*	*07/22/2023*	

Provisions for Enforcement of Condominium Rules Against Violations
December 8, 2022

Governing authority documents:
Declaration of Shepard's Cove Condominium, Article 6, paragraph 6.4, Rules & Regulations
Bylaws of Shepard's Cove Condominium Association, Section 6.9, Rules & Regulations

SHEPARD'S COVE RULES ENFORCEMENT POLICY

1. In the event that an Owner or any guest, invitee or Tenant of an Owner violates any provision of the condominium instruments (Declaration, Bylaws, Rules and Regulations) the Board or property manager shall notify the Owner of the violation. The initial notification of violation shall be verbal if possible. If verbal notification is unsuccessful or the violation is not abated within 5 business days after successful verbal notification, written notice shall be sent (e-mail, hand delivered, or US mail). The notice, whether written or verbal, shall include the following information:

a. The nature of the violation.

b. A specified time within which the Owner must cease the violation which time frame will be as soon as is reasonably possible. The Board shall have the authority to demand immediate cessation of any act or violation which endangers the safety of any person or property or creates a significant impediment to the reasonable use of any other unit.

c. The consequences of continued violation, e.g., abatement of violation by direct Board action, fines, suit for injunction, vehicle towing, etc.

d. The right of the Owner to request, in writing, a hearing before the Board to challenge the Board's demand for compliance. The notice may, however, require the Owner to immediately cease any violation or cease within a time frame specified in the violation notice prior to any hearing depending upon the nature of the violation and its effect on other unit Owners. Upon receipt of a hearing request, the Board shall schedule a hearing as soon as a quorum of Board members can be assembled.

2. In the event an Owner, after notice, fails to cease the violation or take appropriate corrective action or request a hearing, the Board shall take appropriate steps to enforce the provisions of the governing documents. Such action may include fines per the schedule set forth in section 5 below, seeking injunctive or other judicial relief or taking other affirmative steps to abate the violation including entry into a unit or removal of any person or property creating a violation from the condominium property. In addition to any other financial penalty, the Association shall be entitled to recover from the offending Owner all costs incurred in enforcing the document provision including recovery of reasonable attorneys' fees whether or not a lawsuit is filed.

3. If an Owner requests a hearing, the Board shall schedule the hearing as soon as is reasonable after receipt of the request. At the hearing, the Owner shall present relevant information concerning the violation cited in the notice of violation. Minutes of the hearing shall be taken and the Board shall provide the Owner with written notice of the Board's decision resulting from the hearing. The hearing decision shall include the Board's reasons for its decision.

4. Nothing contained in this rules enforcement document shall affect the Board's responsibility and authority to take immediate steps to abate any violation or activity that endangers the health or safety of unit Owners or their invitees or is likely to damage property of any Owner or any portion of the condominium property.

5. Schedule of fines:

   a. Failure to abate a violation after initial notice, whether verbal or in writing: $50/day but suspended pending a timely requested hearing. Timely request means within 5 business days of notice of a violation.
   b. Eleven days after notification if no hearing is requested: $100.00/day.
   c. Failure to abate 10 days after delivery to the violator of the Board's hearing decision of violation: $100.00/day.
   d. The Board may specify additional penalties for failure to abate the violation in its hearing decision.

All fines, attorneys' fees or other financial penalties shall be considered assessments enforceable in the same manner as delinquent condominium fees.

Attachment A
Clubhouse Reservation Application

On following pages

Shepard's Cove Condominium Association
Clubhouse Reservation Application and Rules

What is the object of this form?

The object of this form is to better serve the community by improving the communication of what is required when renting the Clubhouse. It also serves to eliminate scheduling conflicts. **The Clubhouse is available on a first come, first serve basis.** Checks should be made out to Shepard's Cove Condominium.

When do you file a Clubhouse Reservation Application?

This Application should be submitted by any Owner in good standing, wishing to use the Clubhouse for a private event. A private event is **ANY** event not sponsored by the Association. All events must have at least one Shepard's Cove Resident present at **ALL** times. A Shepard's Cove clubhouse liaison will review the Clubhouse condition, following each private function. After this review has taken place, the clubhouse liaison or the cleaning service will contact the Property Management Company and will notify the Property Manager of any damages and/or missing or broken inventory items. Any damages, excessive wear and tear, or missing articles belonging to the Clubhouse are the financial responsibility of the host and will be billed to the host accordingly by Management Company. If in doubt or if any of the above is in question, contact Property Manager at 603.413.6175. Although private functions are permitted, the primary purpose of the Clubhouse is to provide a facility for the entertainment and social interaction of Residents/Owners with one another.

1. The Clubhouse can only be rented for a private function by a Unit Owner. It is not available to rent by anyone outside our community or by anyone who is renting a unit within our community. In addition, the Clubhouse cannot be rented for any commercial purpose.
2. The date of an event and the name of the owner renting the Clubhouse for a private function will be published in the monthly social calendar.
3. The reservation of the Clubhouse for private events **does not include** billiards room, library or exercise room.
4. Property Management Company must receive reservations at least 1 month in advance (to be posted on the calendar) and no reservation will be accepted more than **365 days in advance.**

5. **ONLY AFTER receipt of this form AND rental fee amount of $300.00 (rental fee + cleaning), will your rental be confirmed.**
6. The maximum number of people from outside the Shepard's Cove community is **50** people. This restriction is needed due to limited number of bathrooms and parking spaces.
7. All paper products needed for a private function, i.e. plates, cups, napkins, flatware, paper towels, etc. must be supplied by the renter. Coffee and tea must be provided by the renter.
8. Ovens may only be used for warming. If a caterer is being used, they must be informed of the same, as there is no ventilation.
9. **NO open flames** are permitted in the Clubhouse, i.e. candles or lanterns. The fireplace, if used, must be turned off. All windows must be closed.
10. The Owner/Host is **required** to remove any food or beverage from the Clubhouse at the conclusion of the event. Decorations should also be collected and removed from the premises: tables and chairs returned to their original locations.
11. All music must stop by **10:00 PM** with the event concluded by midnight.
12. Any furniture that has been moved during event must be returned to its previous location. No attaching of or fastening of any decorations on the walls or woodwork is permitted at any time.
13. Animals are not permitted in the Clubhouse at any time - excluding service animals.
14. The Clubhouse is a non-smoking facility.
15. Owners and guests are asked to refrain from making loud noises that may disturb others.

Shepard's Cove Clubhouse Reservation Application

Name:_____Phone:_____

Address:_____

Desired date of use: _____Times of use: From:_____To:_____

Event description:_____

The following items pertain to my event:

- Food will be served ☐
- Event will be catered ☐
- Liquor/alcohol will be provided ☐ (note: liquor may not be sold at anytime)
- Kitchen will be used ☐

I have enclosed a check in the amount of $300.00 for the rental fee and cleaning. If notified of cancellation within 48 hours before the event, a total refund will be given. By signing this application to reserve the Clubhouse at Shepard's Cove, the undersigned agrees to indemnify, defend, and hold harmless Shepard's Cove Condominium Association (SCCA), its Board Members, Officers, employees, and agents from and against any and all claims, damages, losses, liabilities, or expenses (including attorneys' fees) arising out of or in connection with the undersigned's use of the Clubhouse. This includes, but is not limited to, any injury, illness, damage, or loss incurred by the undersigned, their guests, or any third parties during or resulting from the reservation or use of the Clubhouse, regardless of the cause, except in cases of gross negligence or willful misconduct on the part of SCCA. The undersigned acknowledges that they assume full responsibility for the safety and well-being of themselves and their guests and that use of the Clubhouse is entirely at their own risk.

Signature:_____Date: _____

Please mail completed form along with a check for $300 to:
Shepard's Cove
C/O Arthur Thomas Properties LLC
Jessica Miller
10 Durham Road
Dover, NH 03820

FOR OFFICE USE ONLY:

Date Received:_____By: _____
Check number:_____Date approved: _____
Date Denied: _____ Reason: _____