

Lakeside at Pleasant Mountain Condominium Association Rules and Regulations for Owners, Renters and Guests As Amended Through May 25, 2022

The following Rules and Regulations, together with such additional Rules and Regulations hereinafter adopted by the Executive Board (the "Board"), shall govern the use of the Property comprising of the Condominium and of the conduct of all residents thereof. These Rules and Regulations shall be administered in accordance with the By-laws of the Lakeside at Pleasant Mountain Condominium Association. In accordance therewith, the Board, after notice and hearing, has the power to levy reasonable fines for violations of these Rules and Regulations.

1. ***Pets.*** Ordinary household pets (defined as dogs, cats, fish, and birds in cages) belonging to a unit owner or temporary guest of a unit owner ("Pets") shall be permitted in the Units and Common Elements, subject to the restrictions and limitations herein. No Pet shall be permitted in the beach area at any time or in other parts of the Common Elements unless the Pet is restrained on a leash. The Board shall have the right to require a unit owner to remove a Pet from the condominium property, if, in the opinion of the Board, in its sole discretion, such Pet is causing a nuisance, including but not limited to, the owner does not clean up after the Pet, the Pet is too noisy, or the Pet is not properly controlled. The Board may establish, in its sole discretion, additional rules and standards regarding Pets, including restrictions with respect to the number, size, weight and type of Pets permitted. Tenants, renters and long-term guests may not keep Pets at the condominium property.
2. ***No Hanging or Shaking of Clothing, etc.*** No lines, cloths, clothes, towels, curtains, rugs or mops shall be hung or shaken from the doors, deck railings, windows, balconies, walls or fences, or placed upon walls, window sills, or privacy screening.
3. ***Screens, Storm Doors, Aerials, Signs, Exterior Modification, etc.*** No screen, storm door, awning, radio or television aerial or satellite dish shall be attached to or hung from the exterior of any building, and no sign, notice, advertisement or illumination shall be inscribed in or exposed on or at any window or other part of any building, nor shall there be any modification of the exterior of any building except such as shall have been approved in writing by the Board, which approval may be granted or refused in the sole discretion of the Board; nor shall anything be projected from any window from any building without similar approval. Any unit owner wishing to display a welcome/decorative sign or wreath from the exterior inset wall of their unit, which welcome/decorative sign or wreath exceeds a size of 2' x 3' shall request approval to display said welcome/decorative sign or wreath from the Board.
4. ***No Obstruction or Misuse of Common Elements.*** The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Sail boats, kayaks and paddleboards should not be left lying in the yard near a unit. They need to be stored under your unit's deck or on the storage racks down near the lake. The Common Elements shall be used solely for the purposes for which they are reasonably suited.
- 4a. ***Preservation of the natural waterfront.*** Lakeside's natural waterfront is a valuable asset that must be preserved for all owners' use and enjoyment. Owners may not take any action that would degrade its appearance or limit its utility for all. Owners may not moor, dock, tie off, or otherwise attach boats, sailboats, paddle craft, floats, or other recreational

equipment or objects on the water along the Lakeside waterfront. No watercraft and no equipment or furniture such as chairs or benches may be left on the land area near the waterfront. Owners may not cut or remove any plants or natural ground cover to create paths connecting to the waterfront.

5. **Use of Units.** All residential units shall be used for single family residence purposes only. Occupancy of any unit, at any time, of more than twelve (12) individuals is prohibited.
6. **No Illegal, Dangerous, or Disturbing Use of Units and Common Elements.** Unit owners, members of their families, their employees, guests, lessees and their pets shall not use or permit the use of the premises or Common Elements in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium Association. Excessive noise and other activities interfering unreasonably with the enjoyment of the Condominium by others are prohibited.
 - 6a. **Fireworks are not permitted** on Lakeside premises or common elements. This includes all forms of fireworks as defined in Section 221-A of the Maine Revised Statutes.
 - 6b. **Outdoor open fires are not permitted. The use of fire pits is not permitted unless** the unit owner obtains and has on his/her person a Burning Permit from the Town of Bridgton. The Burning Permit must specify that it is valid for the date of the fire, and the owner must provide a copy to the Property Manager before the fire is started. The owner is responsible for complying with all terms of the Permit. In addition to the requirements of the fire permit, the owner must have a hose or other appropriate water source capable of extinguishing the fire quickly and completely. The fire pit must be placed in a safe location away from buildings, and must be located so that wind-blown smoke does not enter any units. If any unit owner reports that smoke from the fire pit is entering his/her unit, the fire must be extinguished immediately.
7. **Unit Owner Responsible for Damage.** Any unit owner shall be liable for any and all damage to Common Elements and the Property of the Condominium, which shall be caused by: (1) the unit owner, or (2) any family member tenant, guest, or invitee of such unit owner, or (3) a family member, guest or invitee of the tenant of the unit owner, or (4) a guest or invitee of (i) any member of such unit owners family, or (ii) any family member of the tenant of the unit owner.
8. **Units to be Promptly Repaired.** Every unit owner must perform promptly all maintenance and repair work to his own unit, which, if omitted, would affect one or more buildings of which such unit owner's unit forms a part, such unit owner being expressly responsible for the damage and liabilities that the failure to promptly perform may engender. Further, unit owners must maintain a minimum temperature of 50 degrees F in their units at all times. Failure to do so may result in damage to abutting units for which the damaging unit owner will be held responsible.
9. **Repairs to Unit at Unit Owner's Expense.** All the repairs to internal installations of a unit located in and servicing only that unit, such as electric power, telephones and sanitary installations shall be at the unit owner's expense.
10. **Common Element.** The Common Element located directly beneath the deck of each unit may be used by the unit owner as a storage area for firewood, hand carried and non-motorized sporting equipment, and other similar equipment, provided that such equipment is not stored in an unsightly manner. Use of snowmobiles, all-terrain vehicles and dirt bikes is expressly prohibited in the Common Elements of the Condominium. Storage of same as well as trailers

shall be allowed in the Dumpster area so designated. Such storage shall be at the sole risk of the owner of such equipment.

- 11. Landscaping or Gardening by Unit Owners.** Unless authorized by the Board, no person shall mow any lawn, prune any tree or shrub or otherwise repair or maintain any part of the Common Elements. Except for planting approved by the Board, no unit owner shall move, remove, add or otherwise change the landscaping of the Property in any way.
- 12. No Exterior Painting or Staining by Unit Owners.** No unit owner shall paint or stain the exterior surfaces of the windows, walls or doors opening out of such unit owner's unit.
- 13. Parking of Vehicles and Speed Limit.** Parking of vehicles shall be permitted only in the Common Elements designated as parking spaces. Each unit owner and his guests and invitees, and licensees shall use only the parking spaces assigned to his own unit, or the extra spaces available for guest parking. No vehicle belonging to a unit owner or to a member of the family, guest, tenant or employee of a unit owner shall be parked in such a manner as to impede ready or prevent ready access to any entrance or exit from a parking lot by another vehicle. Parking areas shall be kept free from debris and rubbish of any kind and no junk cars or similar debris shall be permitted in the parking areas. The speed limit for all roads in the Condominium is **8 MPH**.
- 14. No Commercial Vehicles.** Unless used in connection with the maintenance of the Property, no commercial vehicles or any unlicensed motor vehicle of any type shall be permitted to remain overnight on the Property.
- 15. Boats and Boat Slips.** Boats are to be moored only at the boat slips. Boats are not allowed anywhere else in the Common Elements including, without limitation, off shore of the Condominium Property. Boating slips are for the use of the unit owners and will be assigned on a first-come, first-served basis subject to a first right of refusal for previous year renters of such slips. The assignment of slips and dates for usage will be the responsibility of the Board. Fees for use of the boat slips will be assessed separately from the condominium fee and will be established by the Board from time to time. Boat slip assignments are limited to unit owners who own boats and are expressly non-transferable.
Please refer to *The Amended and Restated Rules and Regulations for Boats and the Boat Docks* for additional information.
- 16. No Extensive Outdoor Work on Motor Vehicles, Boats or Machines Without Consent from the Board.** No extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on the Property except with the consent of the Board.
- 17. No Installation of Certain Appliances Without Consent of the Board.** No ventilator or air conditioning unit shall be installed in any unit, and no washing machine or dryer shall be installed in any unit in areas other than the designated area without the prior written approval of the Board as to the type, location and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Board, in accordance with the Declaration. Also, no heating systems or water heaters may be installed without Board approval. The installation must be done by a qualified installer. The only type of fuel other than electricity approved for use by heating systems is propane. Connection to the propane supply can only be done by Suburban Propane.

Amended to allow the installation of air conditioners, but limited to those that comply to a set of approved specifications. These specifications address and define, (a) acceptable maximum external noise level, and (b) acceptable installation options for each unit size. See the Lakeside at Pleasant Mountain Air Conditioning Regulation dated June 18, 2008.

18. Radios, Televisions and Other Electrical Equipment. All radio, television or other electrical equipment or appurtenances thereto, of any kind and nature installed and used in any unit shall fully comply with all rules, regulations, requirements or recommendations of the State of Maine Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment located in such unit owner's unit. Radios, televisions and other similar mechanical devices designed to receive broadcasting, and phonographs, cassette players, and other mechanical devices designed to play or reproduce music or other forms of entertainment may not be operated in the Common Elements unless earphones are utilized and the sounds produced by the device are inaudible to those without earphones. Outdoor use of electrical devices designed to control insects is expressly prohibited.

19. Outdoor Storage of Garbage or Refuse. Garbage or refuse shall not be kept, stored or allowed to accumulate outdoors on any portion of the Property.

20. Inspection and Entry Rights of the Board and its Agent. Any member of the Board, the Manager or any employee, contractor, agent of the Board or the Managing Agent shall, while acting in conjunction with their duties as a member of the Board or in the management of the Property, as the case may be, have the right to enter a unit for the purpose of:

- A. Ascertaining compliance of the unit or unit owner with the Declaration, By-laws, or Rules and Regulations of the Condominium, or
- B. Ascertaining responsibility for damage caused to the unit, other units or the Common Elements, or
- C. Making a determination with respect to matters involving casualty or liability insurance on the Common Property, or
- D. Making repairs in accordance with the repair responsibilities imposed on the Board under the Declaration, or to prevent damage to the unit or to other units or the Common Elements.

Any such entry shall be upon reasonable notice and at reasonable hours, except in the event of emergency to prevent immediate damage to the unit, to other units or the Common Elements, or to repair or restore an essential utility service to the unit, to other units or to the Common Elements.

21a. Security System - Alarm. All unit owners shall arrange for 24-hour, reliably connected monitoring of fire, temperature, and water leakage alarms for their units. Monitoring services must be authorized to contact the Bridgton fire department and the Lakeside property manager in a timely manner. This system must be functioning properly at all times; owners of newly purchased units must arrange for appropriate monitoring within 30 days of the purchase. These shall be mandatory requirements.

Unit owners are required to notify the Manager in writing of the name and contact information of the alarm monitoring service. The Board, or the Property Manager upon instruction from

the Board, may from time to time check with the alarm monitoring service to ensure that an active, fully functioning monitoring arrangement is in place and to request interrogation of system/sensor status. Alarm systems must meet minimum requirements that shall be established and may be amended by the Executive Board (see "Minimum Requirements for Alarm Monitoring Systems").

If the security system alarm sounds at a time when the unit owner or other occupant of the unit is not present, the Board and its designated agent shall have the right of immediate access to the unit, as provided in paragraph 6(c) of the Declaration, in order to determine the cause of such alarm sounding, and to make a reasonable effort to cure the problem which caused the alarm to sound. In such case, the cost to the Board for arranging to have a person perform this service shall be paid by the owner of the unit in which the alarm sounded.

21b. Unit Temperature. To protect against frozen water pipes in occupied or unoccupied units, temperatures must be maintained at no lower than 55°F in: bedrooms with any wall containing plumbing; bathrooms; kitchens; and major open spaces (living-dining room, hallways, stairs, basement open space, utility room). The Board, or the Property Manager upon instruction from the Board, may from time to time check units' temperatures to ensure that they comply with this requirement.

22. Board to Retain Passkeys to Units. The Board or the Managing Agent or the Manager shall retain a passkey to each unit. The unit owner shall not alter any lock to any door leading to such unit without providing written notification to the Board or the Managing Agent or the Manager together with the new key or keys.

23. Keys to be Entrusted to the Board or the Managing Agent. Except as given in accordance with Section 22 above, if any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant or employee, licensee or visitor, to an employee of the Board or the Managing Agent, whether for such unit owner unit or an automobile, trunk or other items of personal property, the acceptance of the key shall be at the sole risk of the unit owner, and neither the Board, nor the Managing Agent nor the Manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

24. Special Rules Applicable to Recreational Facilities. The Board shall have the right to post in the general areas identified in the Declaration as recreation facilities specific regulations governing conduct of all persons utilizing such facilities. All unit owners, members of their families, their employees, guests, lessees and invitees agree to abide by such rules as are posted from time to time.

Specific rules with respect to the beach area are as follows:

- A. No running or rough play is allowed in the lake or beach area.
- B. No glass or glass containers are allowed at the lake or beach area.
- C. No pets are allowed on the beach area.
- D. The Board will post beach and lake area hours at the beach and lake area.

- E. Children 12 years of age or younger must be accompanied by a parent or adult at all times in the lake or beach area.
- F. No motorized craft is allowed within 100 feet of the swim docks or beach area.
- G. Boarding of motorized craft from the swim dock or water skiing therefrom is expressly prohibited.
- H. Use of jet skis or any similar recreational vehicle on the beach or near the swim area is expressly prohibited.
- I. Smoking is not permitted in the beach area or on the swim dock or float.
- J. Fishing is not permitted in the beach area or on the swim dock or float.
- K. Kayaks, canoes and paddle boards are not allowed to be used in the swim area. Water craft are not allowed in the swim area or on the beach.
- L. Kayaks, canoes and paddle boards must be stored on an assigned rack or under your unit's deck when not in use. They may not be left lying on paths to the waterfront or on the ground near the canoe racks interfering with access to the beach and storage racks.

The specific rules with respect to the boat dock area are as follows:

- A. No swimming off the boat dock.
- B. No engines in excess of 250-horse power are allowed. Outboard motors are not to exceed 150 hp.
- C. The area at the end of the dock and waterfront area is for temporary mooring only. No overnight mooring is allowed.
- D. Smoking is not permitted at the boat dock.
- E. Each unit owner shall sign *The Rules and Regulations for Boats and the Boat Docks* as amended by the Board on April 30, 2020 and as amended from time to time, as a condition to the assignment of a boat slip.

The specific rules with respect to the tennis court are as follows:

- A. Only appropriate tennis footwear is to be worn on the court (e.g. no sandals, boots or other footwear that may mar the court).
- B. No bicycles, skateboards, rollerblades, scooters, carts and the like are allowed on the court.
- C. Court time is limited to one hour per court, if others are waiting.
- D. Courts may be reserved one day in advance, by sign up.

- E. Let net down when not in use,
- F. Remove all trash and lock court when last to leave.

25. *Rental of Units.* Unit owners who rent their respective unit must provide written information to all renters to the effect that renters and guests are obligated to abide by these Rules and Regulations at all times. The Board shall have the power to assess a unit owner and/or to impose fines for any damage incurred by the Condominium for breach of any of the Rules and Regulations herein set forth. Unit owners shall be responsible for damages to the Common Elements, or limited Common Elements, or for any breach of these Rules and Regulations caused by any tenant, lessee, guest, or invitee of the unit owner.

26. *Additional Services.* Additional services from the Managing Agent for the Condominium, such as admitting service people or furniture deliveries, may be arranged directly by the unit owners desiring such services with the Managing Agent for the Condominium, with the costs for such services to be billed directly to the unit owner requesting the services, and paid directly by the unit owner to the Managing Agent for the Condominium.

27. *Any Modification of interior of unit or Limited Common property.* Any unit that has remodeling work or electrical work done since the unit was originally built must be inspected by a licensed professional to verify that the work has been done correctly. Any problems found must be corrected within 30 days. The inspection report and final resolution of any problems must be submitted to the Board.

Any unit owner that plans to remodel the interior structure, to finish the basement in their unit, or to modify their Limited Common Element (such as a deck), must first provide a copy of the planned modification to the Board for approval. Once the plan is approved by the Board, the unit owner must provide the Board with proof that the appropriate permits have been obtained and when the work is completed, proof that the work has been inspected and approved by appropriate authorities. Also, all electrical work done in a unit must be done by a licensed electrician and inspected and approved.

In the event the owner fails to provide the Board with the required plan, permits and inspection results, the following steps will be taken by the Board: 1) A notification will be sent to the unit owner demanding that any work be inspected and any corrections be made within 30 days 2) If the owner doesn't comply with the demand notice from the Board, the Board reserves the right to fine the owner \$500/day for every day beyond the 30 days from the demand notice until the work to complete the inspection and any repairs is done. 3) The Board also reserves the right to make arrangements to have the inspection done and any problems repaired - any costs incurred will be billed to the owner. Failure to obtain permits and have the work inspected and approved, could lead to our insurance company refusing to pay any claims that are caused by the modifications - the unit owner in this situation will be responsible for any damage that is caused by the modification.

Fines and Penalties Associated with the Rules and Regulations

Fines and Penalties. The Executive Board of the Lakeside at Pleasant Mountain Condominium Association hereby establishes the following policy regarding the Rules and Regulations governing the Association:

We have directed our Property Manager to distribute a complete copy of the rules to each Unit Owner, together with this policy regarding fines and penalties.

Effective immediately, any unit owners may notify our Property Manager of a breach of the Rules and Regulations. Upon receipt of such notice, the Property Manager shall send a notification of the alleged breach to the offending unit owner, (i) specifying the breach (ii) including a notification that a subsequent violation will subject the owner to a fine, and (iii) advising the offending unit owner of his or her right to file a response to the claim. A copy of such notice shall be sent to the Executive Board and to the unit owners.

Thereafter, if any unit owner reports to our Property Manager a subsequent violation of the specified breach by the offending unit, our Property Manager shall notify the Executive Board (with a copy to the offending unit owner) whereupon, the Executive Board may, by a majority vote, impose such a fine as it deems reasonable, under the facts and circumstances.

The Executive Board finds that the following fines are reasonable:

- A) Excessive noise - \$150 per day.
- B) Unleashed pet/failure to clean up - \$25 per day.
- C) Illegal mooring/horsepower - \$200 per day.
- D) Illegal motorized craft or vehicle (single-person jet ski, snowmobile, etc.) - \$500 per day.
- E) Illegal parking - \$25 per day.
- F) Failure to set thermostats appropriately to maintain required temperature - \$50 for the first violation, with fines increasing by \$50 for each subsequent violation in the same fiscal year.
- G) Failure to register a renter \$250.00
- H) All other violations - \$50 per day

A unit owner who has been fined has the right to appear at the next regularly scheduled meeting of the Executive Board to appeal the fine. The vote of the Executive Board is final.

Adopted by the Executive Board
July 18th 2023

Lakeside at Pleasant Mountain Minimum Requirements for Alarm Monitoring Systems

As provided in Paragraph 21a of the Lakeside at Pleasant Mountain Rules and Regulations, all unit owners shall arrange for 24-hour monitoring of fire, temperature, and water leakage alarms for their units. The minimum requirements for a unit's monitoring systems are as follows:

1. Continuously active arrangement with an alarm monitoring service for 24/7/265 monitoring of the unit's alarm system
2. Daily communication between the unit's control panel and the monitoring service to confirm that the system is active and connected.
3. Smoke detectors on all three floors of the unit
4. Heat detector in the kitchen
5. Cold detectors on all three floors, located near plumbing at risk of freezing, with an alarm condition set at 45°F or above
6. Water detector in the basement
7. Wired or wireless connection between all of the required sensors and the system control panel (see discussion below)
8. In the case of any alarm condition, including a loss of connectivity, the monitoring service must automatically notify the unit owner and Lakeside's property management company. Monitoring service notifications shall include the Bridgton Fire Department in the case of a smoke alarm

CO detectors required by Maine law. Owners should note that Maine law requires carbon monoxide detectors in (1) all units within multifamily buildings, (2) any residence acquired or transferred after Oct. 31, 2009 and (3) any unit that is rented for any length of time. These requirements cover essentially all Units in Lakeside. Electric-service powered (with battery backup) CO detectors are not required to be connected to an alarm monitoring system, although it is considered advisable. Additional issues apply to unit owners who plan to rent their units. These unit owners are responsible for determining and complying with all applicable requirements.

Replaceable battery powered, CO detectors are permitted in multi-family buildings if they are RF-connected (wireless) to an alarm monitoring panel. However, due to peculiarity of Maine law, our 4 single unit buildings must have CO detectors that are powered by the building's electrical service (i.e. wired or plugged in) with battery backup. Unit owners are responsible for compliance with Maine law. Seacoast Security has represented to the Board that all of their 2017 installations and upgrades will meet code.

Maine law/codes include requirements regarding the nature and location of fire, smoke and CO detectors. Unit owners are responsible for assuring compliance with these requirements. In the case of systems installed by a monitoring service provider, the provider must also assume responsibility for compliance. Again, we note that Seacoast has represented that their installed sensors will meet the applicable codes and that appropriate locations have been identified.

Observation: In all units being upgraded from original equipment or similar situations by Seacoast Security in 2017, appropriate locations on the first and second floor have been identified where panel-wired smoke/CO detectors can be placed and Seacoast will use these locations. However, depending on how the unit's basement was wired, it may not be possible or cost-effective to utilize a wired sensor. Single unit buildings can comply with code by installing First Alert-type (plug-in

or ac-wired with battery backup) CO detectors when there is only a RF-monitored CO sensor on that floor.

In all units, sensors must be located in positions that comply with applicable building and fire code requirements. Unit owners not using Seacoast installations must check with the Lakeside property manager to determine sensor locations that have previously been deemed acceptable by the Association and provide necessary information showing that all the other minimum requirements are met.

Optional additions: The alarm system may include other components at the option of the owner. Examples include intrusion detectors, motion sensors, and additional sensors beyond those specified in the minimum requirements.

Adopted by the Executive Board
November 27, 2017