BEAVER CREEK TOWNHOUSE CONDOMINIUM OWNERS' ASSOCIATION

RULES AND REGULATIONS

(Effective November 1, 2002)

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PREFACE

These Rules and Regulations are the result of the Executive Board's effort to provide Unit Owners with the "dos" and "don'ts" needed for navigating the intricacies of condominium living.

For many Beaver Creek Unit Owners, a condominium is a new experience, a new concept in ownership. It is vital for a condominium community's stability and success that Unit Owners understand that each Unit Owner owns only the interior of his/her Unit from the studs in, plus the doors and windows. Everything else you own in common with every other Unit Owner. There are Limited Common Elements exclusive to a Unit such as front porches and decks/patios. While Unit Owners should respect the privacy of their neighbors, the grounds and the landscaping are Common Elements - undivided - owned in common with all Unit Owners. It is hoped that these Rules and Regulations will help clarify the meaning of condominium living as well as state plainly the responsibilities that go with condominium living.

It is the purpose of these Rules and Regulations to provide helpful, positive tools that can be used to protect the rights of individual owners as well as protect the property value of the Condominium as a whole.

GENERAL

1. All Unit Owners are subject to and shall comply with the Beaver Creek Townhouse Condominium Association Declaration of Condominium and Bylaws dated June 12, 1985, and with all the Rules and Regulations hereinafter set forth. Should any of the Rules and Regulations hereinafter set forth be in conflict with the above-referenced Declaration of Condominium and/or Bylaws, such provisions of the Declaration of Condominium and/or Bylaws shall take precedence and continue in full force until such time that they are amended by resolution of the Executive Board and ratified by a majority of the Unit Owners.

2. Beaver Creek Executive Board has adopted the following Rules and Regulations. The Executive Board has the power to alter, amend, repeal, or revoke any provision of these Rules and Regulations at any time. Whenever reference is made to fines and violations of an individual rule or regulation please refer to the ***"Fines and Fees"*** section under **ASSOCIATION**.

3. Wherever in these Rules and Regulations reference is made to Unit Owner(s), such term shall apply to all present and future Owners and/or Tenants/Occupants of any Unit, whether or not in residence, and to their family, guests, visitors, invitees, employees, agents, licensees, lessees, assignees, and any other person or persons who shall be permitted to use any of the Units, Common Elements or Limited Common Elements in any manner.

4. Wherever in these Rules and Regulations reference is made to Common Elements, this term shall apply to Common Elements and Limited Common Elements unless otherwise specified.

RESTRICTIONS OF USE

[Revised 8/28/18]

1. The Condominium shall be restricted to residential purposes only and may not be further subdivided. No Condominium shall be used for any purposes other than as a family residence.

2. No Condominium may be used for any business purposes that may infringe on the rights, comforts, or conveniences of other Unit Owners at any time.

3. Any damage whatsoever to the Buildings or Common Elements caused by a Unit Owner, Tenant/Occupant or guest or pet(s) belonging to the Unit Owner, Tenant/Occupant or guests shall be repaired at the expense of the Unit Owner as directed by the Executive Board.

4. No Unit Owner or Tenant/Occupant shall cause or permit any disturbing noises at any time of day in any Unit, or on or in any Common Element, or do or permit to be done anything that will interfere with the rights, comfort, or convenience of any other Unit Owner. The local police and/or the Property Manager should be notified in the event of such disturbance.

5. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of any Unit, or in a window or doorway of said Unit, such as **window air conditioners**, laundry, clothing, rugs, signs, awnings, radio or television antenna or other items installed by the Unit Owner. Additionally, no signs of any kind (including real estate signs) are permitted on the Common Elements.

6. Nothing shall be done in any Unit or in any Common Element which may impair the structural integrity of any Building or may structurally change any Building, nor shall anything whatsoever be altered, added, or removed from any Common Elements without prior written consent of the Executive Board. In this connection, Unit Owners are not permitted to alter any Unit in such a way that would cause an increase in the insurance premiums paid by the Association (*e.g.*, ***free-standing kerosene heaters are not allowed to be used in the Units***; it is illegal according to the Old Orchard Beach Fire Department). A Unit Owner will not be reimbursed for any expenses, other than emergency, for Building repairs that have not had prior approval of the Executive Board.

7. The maintenance, repair, alteration, improvement, general appearance, and use of the Common and Limited Common Elements are under the exclusive control of the Association through its Executive Board. Unit Owners shall not do anything whatsoever that affects the Common Limited Common Elements in any way without the written approval of the Executive Board.

8. All garbage shall be in properly sealed bags and placed in the dumpsters (there are two dumpsters; if one is full, use the other one). ***No items are to be left outside of the dumpsters.*** Such items include, but are not limited to, furniture, televisions, computers, grills and/or gas tanks, and carpeting. It is the responsibility of each Unit Owner or Tenant/Occupant to dispose of such items by taking them to the town dump. Permits can be obtained from the Town Hall. Fines will be imposed on any Unit Owner who violates this rule.

9. The operation of motorcycles, snowmobiles or all-terrain vehicles of any type is prohibited within the boundaries of Beaver Creek Condominium.

10 Guns and weapons of any kind shall not be used on the property.

11. There shall be no aboveground structures permitted on the Common Elements without the prior written consent of the Executive Board.

12. The Town of Old Orchard Beach issues occupancy permits based on square footage of the Unit. No Unit shall be occupied as a residence by more persons (including children) than six (6) residents although this maximum may be exceeded for brief visits of no longer than 72 hours to accommodate a reasonable number of guests.

13. Compliance with the posted speed limit signs ***[10 mph]*** is expected within the boundaries of Beaver Creek by all Unit Owners, Tenants/Occupants and guests.

Insurance Requirements

1. All owners must have steel braided washing machine hoses.

2. If you have a wood burning fireplace or woodstove, annual proof of chimney cleaning must be provided to Management.

3. Over the next 12 months, all smoke detectors needed to be swapped out for combination smoke/CO detectors.

PET RULES

[Rev. 5/20/05]

The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. The keeping of orderly domestic pets such as dogs, cats, caged birds, aquarium fish and other limited species of animals which do not normally leave the Unit and which do not make noise may be permitted in accordance with and subject to the following rules and regulations.

1. Only Unit Owners are permitted to have dogs. Dogs must be licensed.

2. Unit Owners and Tenants/Occupants [if allowed by the Unit Owner] are permitted to have only those cats that are kept indoors.

3. Household pets are allowed in a Unit as long as they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, unreasonable crying, barking, or aggressiveness. It is the responsibility of the Unit Owners to ensure that their pets do not become a nuisance in any way or interfere with the rights, comfort, or convenience of any other Unit Owner. ***The Board, at its discretion, has the right to require the immediate removal from the property of any animal that is deemed, by the Board, to be a nuisance.***

4. ***Dogs shall not be allowed upon any of the Common Elements without being on a leash and under the complete control of their handler***. No animal whatsoever shall be permitted on the Common Elements unless it is under the direct supervision and control of a Unit Owner or a responsible person.

5. Owners of pets allowed upon any of the Common Elements are required to ***clean up, remove and discard all pet droppings promptly.***

6. All pets are to be inoculated as required by law.

7. Unit Owners are fully responsible for personal injuries and/or property damage caused by their pets or visiting pets.

PARKING

[Rev. 11/4/03; 8/23/05; 1/12/09]

1. ***Unit Owners' vehicles must be parked in that Unit Owner's designated parking space or an unnumbered space. At no time should a vehicle be parked in another Unit Owner's designated parking space without that Unit Owner's permission.*** Except for ***temporary*** guests, there shall be no more than two vehicles per Unit parked on the premises.

2. Parking spaces are intended for the parking of vehicles used ***for daily personal use only***. Commercial vehicles that include, but are not limited to, box trucks or any vehicle with an open flatbed are prohibited. Cars, trucks or vans with bed racks, roof racks or side racks with any commercial equipment mounted on these racks are also prohibited ***as are vehicles with plows mounted on them***. Bike racks and ski racks are permitted so long as they are not used to mount commercial equipment. *(Vehicles with commercial plates are allowed as long as they are in compliance with this Rule.)*

3. Trucks and/or similar vehicles larger than one ton capacity are prohibited from the Common Elements. *(Exception: Service vehicles, moving vans or the like on the property on business.)*

4. All vehicles must have current license plates, current inspection stickers, and be in operating condition. No junk vehicles or unregistered vehicles shall be permitted on any Common Element.

5. No motorcycles, snowmobiles, all-terrain vehicles, buses, trailers, boats, motor homes, or recreational vehicles shall be parked on or in any of the Common Elements

6. No vehicle repairs will be allowed on the premises (including oil changes).

7. There shall be no parking on the lawns. ***No unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or emergency vehicles.***

STORAGE

No storage of any objects shall be permitted in any Common Elements and the same shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

SNOW REMOVAL PROCEDURES

[Rev. 2/10/05]

1. During the initial hours of a storm the plow will make a pass through the complex clearing the main road and providing access to each parking lot. Empty spaces may also be plowed at this time. In the event of a large storm the plow will return periodically to maintain access.

2. After the storm is over, the plow will return to begin clearing individual parking spaces. During this phase you are **required** to move your vehicle to an already cleared spot to allow your spot to be cleared. *Failure to do so may result in your vehicle being towed*. If you plan to be out of town for an extended period of time during the winter months, please be sure someone has the ability to move your car for you. This will facilitate easy access by all residents to their vehicles.

3. During this phase the walkways will be cleared. If your vehicle is parked in front of, or immediately adjacent to, a walkway, make every effort to move your vehicle during the initial cleanup so as to avoid the plowing in of already cleared walkways.

4. The plow *may* return on the next business day after the storm to clean up those spaces that were previously inaccessible. *If the plow cannot get to your space on this final pass, your vehicle will be towed.*

5. Snow removal from decks is **required** and is the responsibility of the Unit Owner / Occupant. To avoid major leaks or repairs, snow must be removed within **72** hours of a snowstorm. The Property Manager will remove the snow after that time and a fee will be charged to the Unit Owner.

LEASING / SALE OF UNITS

[Rev. 10/11/05; 1/12/09; 8/28/18]

1. A Unit Owner may lease his/her Unit at any time and from time to time for single-family residential purposes only. No Unit may be leased without a written lease for a term of less than six [6] consecutive months and more than one [1] year. *This rule also applies to those Unit Owners whose family member[s] permanently reside at Beaver Creek, if the Unit Owner is not in residence. For the purpose of this section, all reference to "tenant" has been changed to "occupant" ["lessee" refers to occupant, whether tenant or family member].* ***THE TOWN OF OLD ORCHARD BEACH REQUIRES ANY PERSON WHO WISHES TO RENT THEIR PROPERTY TO APPLY FOR A BUSINESS LICENSE, A COPY OF WHICH MUST BE PROVIDED TO THE PROPERTY MANAGER.***

2. The lease must be one approved for use by the Association and all Unit Owners who rent their Units ***[or whose family member(s) reside in the Unit]*** must send a copy of the executed lease to the Property Manager within 30 days of the date occupant(s) move in. If that is not done, the Owner is in violation and subject to a $25.00 fine. In addition to the $25.00 fine and after a 10-day notice an additional $10.00 per day fine shall be imposed on the Owner for copies of leases still not received. ***The Unit Owner shall provide the lessee with a copy of the Declaration of Condominium, Bylaws and Rules and Regulations of the Association. Occupant(s) must sign and the Unit Owner must deliver to the Property Manager a Receipt and Agreement evidencing the Occupant(s)' receipt of and agreement to abide by the same.*** The rights of any lessee shall be bound by the covenants, conditions and restrictions of the above documents, and a default thereunder shall constitute a default under the lease. The Executive Board has the power to terminate the lease or to bring summary proceedings to evict the Occupant in the name of the lessor thereunder after thirty [30] days prior written notice to the Unit Owner in the event of default by the lessee in the performance of the lease.

3. Because Section 8 leases would restrict the Executive Board's ability to enforce the Association's rules and regulations, no Unit may be leased to a Section 8 tenant.

4. The Unit Owner is ultimately responsible for any fees, charges, assessments, or penalties imposed by the Association on the lessee and for damages to Association property caused by the lessee.

5. Subleasing of Units is prohibited.

6. A Resale Certificate is required by Maine law to be provided by the Unit Owner to the purchaser prior to closing of the sale of a Unit. Under the law, no interest in any Unit may be conveyed, in whole or in part, without submission by the Unit Owner of a Resale Certificate, prepared by the Property Manager, to the buyer or transferee of such interest. There will be a $50 fee charged with at least one week's notice [$100 with less than one week] to the seller for the preparation of the Resale Certificate and any other requested documentation.

PORCHES, DECKS/PATIOS & GROUNDS

1. No addition, change, or replacement of any exterior lighting fixture or other exterior hardware shall be made by Unit Owners.

2. Hose caddies may not be hooked up to the front faucet and no hoses are to be left on the faucet or on the ground. Hoses are to be stored on the deck.

3. Flowerpots are allowed on the front porch or rear deck only, not on the Common Elements.

4. Barbecues are to be located on the rear deck only.

5. The Condominium Association hires the Landscape Contractor and it is that Landscape Contractor's responsibility to maintain and, if necessary, replace the trees, shrubs, original plantings, and lawns throughout the Condominium property. Unit Owners should not in any way alter or damage existing trees, bushes or the lawn.

6. Items are not to be stored under the deck.

7. No toys, bicycles and such are to be left on the walkways or anywhere outside the Unit or on the Common Element other than the rear deck.

8. No cigarette butts are to be left on the walkways or anywhere outside the Unit or on the Common Element.

9. Birdfeeders and other animal feeders are prohibited. No birdseed, nuts or any other such items that would attract large birds, squirrels or other wildlife should be placed anywhere on the grounds, front porch or back deck.

ASSOCIATION

[Rev. 1/12/09]

1. No Unit Owner shall use, employ or direct any contract employees of the Condominium Association during the hours of their employment for any private business.

2. The Executive Board is responsible for assessing the fees and common expenses of the Association, which are due from the Unit Owners and shall take prompt action to collect such fees and expenses.

3. The Executive Board and/or the Property Management Company appointed by the Executive Board to administer and enforce these Rules and Regulations may levy reasonable fines against Unit Owners for repeated violations of these Rules and Regulations, the Condominium Documents or the Maine Condominium Act (see below).

4. All dues, fees, fines, and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. All payments will be made by cash, check, or money order payable to Beaver Creek Townhouse Condominium Owners' Association. Payments received after the fifteenth day of any month in which they are due are subject to a late fee of ***$ 10.00 per payment/per month***. For example:

Date		Charge Amount	Owed
January 1, 2009	Fee	$200.00	$200.00
January 16, 2009	Late fee	$ 10.00	$210.00
February 1, 2009	Fee	$200.00	$410.00
February 16, 2009	Late fee	$ 20.00	$430.00
March 1, 2009	Fee	$200.00	$630.00
March 16, 2009	Late fee	$ 30.00	$660.00

5. Unit Owners whose accounts are sixty [60] days in arrears will be charged their dues for the remainder of the fiscal year. All accounts over ninety [90] days [no matter how small the amount] will automatically be sent to our attorney for collection. If our attorney is unable to collect the fees, foreclosure proceedings may be brought against the offending Unit Owner. Any and all legal and administrative costs associated with collection, foreclosure and/or other unresolved issues will be borne by that Unit Owner.

6. Violations of Rules and Regulations:

   a. Complaints regarding the actions of other Unit Owners shall be made in writing, via e-mail and/or letter, to the Property Manager.

   b. When a rule violation occurs, a written warning will be delivered, via e-mail and/or letter, to the Unit Owner in question.

7. Fines and Fees [Rev. 5/20/05; 1/12/09]

Disregard for any of Beaver Creek's Rules and Regulations will result in a written warning [via e-mail and/or letter] issued by the Executive Board or duly authorized Property Manager to the Unit Owner advising of the infraction. Owners who are notified of an infraction are expected to immediately correct the problem and/or not allow it to occur again. Failure to do so and/or repeat infractions of the same rule will result in immediate action being taken by the Executive Board or Property Manager; that action will depend on the infraction. Some specific examples follow:

a. ***For all parking violations, including vehicle repairs [refer to page 8], a repeat infraction will result in an immediate fine and/or the car being towed at the owner's expense, without notice.***

b. ***Repeated speeding violations will result in immediate fines [starting at $25.00] being imposed each time the Executive Board or Property Manager is notified of the infraction.***

c. ***Once a Unit Owner is notified of a violation involving their animal [e.g., allowing dogs to run free, defecate and/or urinate in the vicinity of other units; failure to immediately remove droppings from the grounds and discarding same in the dumpsters; aggressive behavior], for all subsequent violations involving the same Unit Owner and animal [no matter the nature of the violation] the Board will impose immediate fines and may, at its discretion require the immediate removal of the offending animal[s].***

d. ***After initial written warning, all subsequent complaints of disturbing noises from the same Unit Owner will result in immediate fines being imposed.***

e. ***For most other violations [e.g., displaying a For Sale sign in a window or on the common elements, personal items left on the grounds], the Unit Owner will have ten [10] days from the date of the letter/e-mail to take appropriate action. Failure to do so within ten [10] days will result in a fine of twenty-five dollars [$25.00] being assessed.***

f. ***Once a notification is made of an infraction, if correction is not made within ten [10] days and/or the infraction is repeated, the initial fine is twenty-five dollars [$25.00]. A second violation of the same regulation will result in the Unit Owner being fined fifty dollars [$50.00]. A third offense of one hundred dollars [$100.00] and a fourth offense of two hundred dollars [$200.00].***

g. ***The Unit Owner has thirty [30] days from the date the fine is issued to pay the fine. Unpaid fines shall accrue interest at the rate of fifteen percent [15%] per annum until paid and failure to pay fines is also subject to the account being sent to collection [see #5 above].***

h. ***A Unit Owner who receives a warning, fine or removal notice shall have ten [10] days to request a meeting with the Board to review the warning, fine or removal notice. The issue will be discussed with the Unit Owner and Board members only. All decisions by the Board are final and binding.***