Adopted: July 22, 2019

Revised: August 1, 2020

RULES AND REGULATIONS
WINSLOW GREEN CONDOMINIUM ASSOCIATION

1. GENERAL

1.1 **Adoption and amendment.** The Winslow Green Condominium Association ("the association") acting through its Board of Directors, hereby adopts the following Rules and Regulations ("Rules"). These rules supersede and replace in their entirety and prior Rules adopted by the Association. These rules may be amended from time to time by the Board of Directors.

- 1.1 **Compliance and Definitions.** These rules shall apply to all Owners.
    - The term "Owner" shall mean the legal owner of a Unit, and shall also include the owner of a pet visiting or staying at or in the Owner's unit, regardless of legal ownership.
    - "The Property" shall mean all real property owned by or legally titled in the name of the Condominium.
    - To the extent applicable, all actions, duties and obligations imposed by these Rules on an Owner shall also be imposed upon any resident, the family of an Owner or resident, tenants or lessees, invitees, licensees, and other person on the Property.
- 1.2 **Obstructions.** There shall be no obstructions of the Common Elements.
- 1.3 **Document Conflict.** In the event these Rules conflict with the provisions of the Condominium Declarations or Bylaws, the latter shall control in order stated.
- 1.4 **Insurance and Code Violations.** Nothing shall be done or kept in any Common Elements which will increase the rate of insurance applicable for residential use for any building or the contents thereof without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his/her Unit or on the Common Elements which will result in the cancellation of insurance on the building or con-

tents thereof, an increase in the rate of such insurance, or which would be in violation of any building or fire code.

- 1.5 **Payment of Insurance Deductible.** The Owner is responsible for payment of the first $1,000 of the applicable insurance deductible for damage to the Unit, or such other deductible amount as may then be applicable under the insurance policies carried by the Association.

- 1.6 **Trash and Recycling.** All garbage, trash and recycling must be stored inside a Unit or other designated area until the day, prior or the day, designated by the Association for collection, when it may be left outside in an animal proof, covered container. Provided, however, that in the event of a snow storm containers may be placed outside on the day of collection. In no event may plastic or paper bags or cardboard boxes be used as trash containers. Large cardboard boxes slated for recycling, shall be collapsed and placed in between, or under, the trash/recycling containers so that they cardboard doesn't blow away.

Empty trash/recycling receptacles shall be returned to the interior of the Unit no later than the end of the day of collection. Any trash/recyclables spread on the Common Elements shall be promptly collected by the Owner. If the Owner fails to do so, and the Association or the property management company acts, the Owner shall reimburse the Association for all costs incurred.

- 1.7 **Plumbing, Sewage, and Waste Water.** The toilets and other water and sewage apparatus shall be used only for household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes, or other improper articles shall be deposited in the sewer or waste water system. The cost of repairing any damage resulting from misuse of any of such apparatus will be paid for by the Owner causing the damage. Each owner shall maintain the sewer pipe servicing a unit running from the unit to the point where it reaches the common pipe.

- 1.8 **Unit Repair/Minimum Temperature.** Each owner shall keep their Unit in a good state of preservation, maintenance, repair, and cleanliness. An Owner shall not sweep, throw, or permit to be swept or thrown, any dirt or substance onto the Common Elements, other than sand swept from a garage or driveway. Each unit shall maintain, at a minimum, a temperature of no less than 55 degrees Fahrenheit to prevent the freezing of pipes and damage to the Unit, the adjoining Unit and/or any Common Element.
  Each unit shall maintain working smoke detectors at all times. Smoke detectors shall not

be intentionally disabled.

- 1.9 **Structural and Common Element Changes.** The maintenance, repair, alteration, improvement, general appearance and use of the Common Elements are under the exclusive control of the Association through its Board of Directors, except upon written consent of the Board of Directors:

    - Nothing shall be done in or upon any Unit or upon any Common Element which may impair the structural integrity of the building or which may structurally change the building: and,

    - Nothing shall be altered, added, constructed on, or removed from or otherwise affect the Common Elements.

- Except in an emergency, an Owner shall not be reimbursed for any expense for any alteration or action for which prior approval had not been obtained from the Board of Directors and which otherwise would have been an expense of the Association.

No Owner shall in any way compromise the integrity of the vinyl siding by putting nails, screws, or any other device into or through the vinyl siding. No Owner shall power wash the vinyl siding but may ask to have an approved vendor, with appropriate insurance and certificates, to do so at the sole expense of the Owner.

- 1.10 **Nuisance/Noise**. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein or thereon which may become an annoyance or nuisance to another Owner.

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    A. No Owner shall make, cause, or permit disturbing noises at any time of day in any Unit, or in or on any Common Element, nor do, cause, or permit to be done anything, including the actions of pets that will unreasonably interfere with the rights, comfort, or convenience of any other Owner.
    B. Owners shall keep the volume of any radio, television, musical instrument in the Unit

sufficiently reduced always so as not to disturb any other Owner.
C. No Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of 10:00PM and 8:00AM if such operation can be heard outside of the Unit's walls.

- 1.11 **Signs**. No signs, window displays or advertising shall be permitted in or on any Unit, any part of any Unit or upon the Property. This ban includes "For Sale", "Open House", "For Rent", or "For Lease" signs, and specifically includes signs posted by brokers, whether the sign is affixed to the Unit or is temporary.

- 1.12 **Snowmobiles and ATV's.** The operation of snowmobiles and ATV's of any type is prohibited on the Property.

- 1.13 **Hangings and Visible Changes.** No Owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, nor visible from the roadway exterior to the Unit, except as specifically provided below:

    - This prohibition includes without limitation flags (except the United States flag- not larger than 3'X5'), banners, laundry, clothing, rugs, signs, canopies, or any other item.

    - Installations by the Owner of air conditioners, television or radio antennas and dishes, or other items beyond the boundaries of the Units are prohibited, except as follows: air conditioners may be installed from May 1st through September 30th only in
      the rear of the Unit.

    - No decks may be stained or painted by an Owner.

    - No owner shall install an awning without written permission by the Board of Directors.

- No clothes lines, drying racks or any other device to dry clothes shall be installed outside nor may it be visible through any window.

- One United States Flag, no larger than 3'X5', may be displayed from the front of a unit. The flag must be mounted to the left side vertical trim board of the garage. One US flag of the same size may be displayed from the rear of each unit and must be attached to the rear deck railing post.

- 1.14 **Storage.** All personal property shall be placed inside the Unit or garage.

- Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture, propane fired fire pits/bowls, and barbeque equipment.

  - No bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property shall be left unattended in Common Areas or Limited Common Areas.

  - No storage of any objects shall be permitted in any Common Area/Element.

  - No gasoline, kerosene, e.g., shall be stored in or near any Unit or Common Area.

  - No propane shall be stored, or used, in or near any Unit, except that used for heating systems installed by a licensed plumber or heating technician or that used for outdoor grills and fire pits/bowls.

  - Nothing shall be stored on the Common Element without the prior consent of the Board of Directors. The exception being a barbeque or propane fire pit/bowl that is stored and used at the rear of the Unit.

- 1.15 **Garage Sales.** There shall be no garage sales on the Property.

- 1.16 **Open House.** An Owner may hold an Open House, related to, the sale or lease of their Unit(s).

- 1.17 **Illegal Acts.** No Unit shall be used for any unlawful purpose and no Owner shall do or permit any unlawful act in or upon the Unit.

2. RESTRICTIONS ON USE

- 2.1 Except as provided below, the Unit shall be restricted to use as a single family residence only and may not be further subdivided.

- 2.2 No Unit shall be used or rented for transient, hotel, motel, or Air B&B purposes.

- 2.3 No Unit shall, at any time, be used for any business purpose that infringes upon the rights, comforts, or convenience of another Owner. A business use is permitted, however, if all activities are conducted entirely within the Unit, are not detectable from the outside of the Unit, does not involve visits by customers, salesman, or clients and is approved for such use by the Board of Directors.

3. PETS.

3.1 No animals of any kind shall be raised, bred, or kept in any Unit or on any Common Elements of Limited Common Elements, *except* an owner can keep:

- Up to two dogs;

- Up to two cats;

C. A reasonable number of ordinary pets, such as caged birds or tropical fish which do not normally leave the Unit, do not make noise, and which do not become a nuisance are allowed. All pets will be inoculated as required by law.

D. Service or emotional needs animals are to be included in the listed maximums.

- 3.2 Except as otherwise provided in the Rules, keeping, boarding, and/or raising of animals, including, without limitation, laboratory animals, livestock, poultry regardless of number is prohibited within a Unit or upon the Common Elements or Limited Common Elements.

- 3.3 Pets must be leashed and under the control of a reasonable person whenever they are outside.

- 3.4 Pet owners shall immediately clean up and remove all droppings left by their pets. Failure to do so will result in fine of $20 for the first offense and $40 thereafter.

- 3.5 It is the responsibility of the pet owner to ensure that the pet does not become a nuisance or in any way interfere with the rights, comfort, or convenience of any other Owner.

    - Actions which give rise to a nuisance may include, but are not limited to, abnormal or excessive crying, barking, or scratching that can be heard outside of the Unit's walls, digging in lawns or planting areas, scratching, or leaving paw marks on vehicles, or unhygienic/offensiveness within a Unit or Limited Common Element.

    - The Board of Directors shall have the exclusive right in its discretion to determine what constitutes a nuisance.

- 3.6 Upon notice and the opportunity to be heard, the Association may fine and assess penalties against an offending Owner or expel the dogs, cats, or other pets in violation of these Rules.

- 3.7 The pet owner is fully and solely responsible for personal injuries and/or property damage caused by the pet, whether to buildings, Common Elements, Limited Common Elements, or any private or personal property. Such injuries and/or damages shall be repaired or compensated at the sole expense of the pet owner or the Owner of the Unit that the pet was visiting or staying at. If the Association or its insurer incurs any costs for such

repairs or compensation, the Owner shall reimburse all such costs to the appropriate parties.

4. RENTAL AND SUBLETTING OF UNITS

- 4.1 **General.** An Owner may lease their Unit for use as a single-family residence only. The minimum term of a lease must be 12 months.

- 4.2 **Written Lease.** A written lease is required for the rental of any units. The Board of Directors may suggest, or require, a standard form lease for use by the Owners. A copy of each lease shall be furnished to the Board of Directors or the Property Management Company at least ten (10) days prior to the execution thereof, to assure that the Owner/Lessee is aware of, and agrees to, the Association's Bylaws and Rules. The Owner shall provide the Board of Directors or Property Management Company a copy of the fully executed lease within ten (10) days of execution.

- 4.3 **Copies of Documents.** The Owner shall provide the lessee with a copy of the Declaration of the Condominium, the Bylaws, and these Rules. The rights of any lessee shall be bound by the covenants, conditions, and restrictions of the above documents and a default under any of the above documents shall constitute a default under the lease.

- 4.4 **Power of the Board of Directors.** In the event of default by the lessee in the performance of the lease, the Board of Directors has the power to terminate the lease or to bring a summary proceeding to evict the tenant in the name of the lessor after thirty (30) days with written notice to the Owner.

- 4.5 **Responsibility for Fees and Assessments**. The Owner is responsible for any fees, charges, assessments, or penalties imposed by the Association on the lessee and for all damages to the Association property caused by the lessee.

- 4.6 **Sub-lease.** Sub leasing of a unit is prohibited. A rental tenant may not be authorized to sub-lease a unit. This restriction must be clearly stated in any lease agreement.

- 4.7 **Management Company Required**. Effective August 1, 2020 owners opting to rent / lease their unit are required to retain the services of a professional property management company. The property management company must be approved by the Board in advance. At a minimum, the management company will oversee rental, repairs, and tenant screening.

5. PARKING AND VEHICLE USE

5.1 Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a vehicle weight less than 8,000 pounds.

- Owner's, residents, or guests who wish to temporarily park an RV, camper, contractor trailer, boat, or storage POD, e.g., at their Unit for a short period of time (no more than 7 days) must contact the management company in advance for Board approval. If permission is granted, parking must be in the driveway and not the street. If more time is needed, the owner needs to contact the management company again with a new period for approval.

- No inoperable vehicles, boats, recreational vehicles, snowmobiles, ATV's, or other recreational equipment may be kept on the Property, expect within the fully enclosed garage of the Unit.

- All vehicles on the Property must have a current registration, state inspection if applicable, and be in operating condition.

- There is no parking on the lawns.

- No unattended vehicle may be left in such a manner as to impede the passage of traffic, snow plowing, or emergency vehicles. The Board, at their discretion has the authority to have the vehicle towed at the Owner's sole risk and expense.

- If any vehicle owned or operated by an Owner is illegally parked or abandoned on the Property, the Association shall be held harmless for all damages or losses that may ensue and the Board, at their discretion has the authority to have the vehicle towed at the Owner's sole risk and expense.

- Owner's of Pride's and Winslow's can have up to four vehicles on site (two in the garage and two in the driveway) while Proctor owners can have up to two vehicles. (one in the garage and one in the driveway)

- After a snow storm, all vehicles, must be moved as soon as possible to allow for snow removal. Failure to move your vehicle may result in the vehicle being towed at the owner's expense and any additional costs incurred by the Association due to this will be paid for by the Unit owner.

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6. ENTRY INTO UNITS.

6.1 Agents of the Board of Directors or the Property Manager, and any contractor or workman authorized by the Board or the Property Manager, may enter any Unit:

- With the permission of the Owner at any reasonable hour of the day for the purpose of exercising and discharging their respective duties and responsibilities, including without limitation repairs, maintenance or to inspect, (treat or exterminate) such Unit for the presence of any vermin, insects, or other pests.

- Without permission of the Owner in the case of emergency when the entry need be immediate.

7. MANAGEMENT OF THE ASSOCIATION

- 7.1 No Owner shall use, attempt to use, employ, or direct any contract employees of the Association nor any of its vendors. No Owner will seek to use said contract employees or vendors during the hours they're under employment by the Association for any personal

business.

- 7.2 The Board of Directors is responsible for assessing fees and common expenses of the Association which are required from the Owners. The Board of Directors shall act as is required to collect in timely fashion such fees and expenses.

- 7.3 All dues payments will be made by cash, check, money order or electronic payment made payable to the Winslow Green Condominium Association and will be sent to the Property Manager. Any payment not received by the Property Manager by the 15th of the month will be considered late and a fee of twenty dollars ($20) will be assessed. This fee will be due on the 1st day of the next month. Should an Owner fall sixty (60) or more days behind on paying their dues, a lien may be placed on their Unit.
    - All liens will be recorded with the Cumberland County Registry of Deeds
    - In addition to all amounts due, including interest as specified above, a fee of $50 shall be owing and due from the Owner for the cost of recording said lien.
    - A fee of $50.00 fee shall be paid in advance by Owner for the cost of removing said lien.

- 7.4 Absent special circumstances, to protect the privacy and confidentiality of financial information about Owners, the Property Manager will provide full financial information to the Treasurer and the President of the Association on a monthly basis, and upon request, to any other Director of the Association.

- 7.5 The Board of Directors, in administering and enforcing Rules, acting directly or through the Property Manger may levy fines and assessments against the Owners for violations of these Rules, the Condominium Declarations and Bylaws, or the Maine Condominium Act.
- 7.6 Any regular or special assessment shall be due on the first of the month following the assessment.

- 7.7 The Property Manager shall send notice via U.S. Mail, and e-mail if available, to any Owner 60 days or more in arrears. The notice will advise the Owner that they must bring the arrearage current within 15 days from the date of the letter or a lien will be placed against the Owner's unit. Notice shall also state that the legal expenses of preparing and filing of the lien, as well as late fees, will be added to the amount due the Association. The Property Manager is specifically authorized to lien the Unit in question without the need for further Board action. The Property Manager will notify the Board when initial notice is sent and provide timely updates.

- 7.8 Upon a violation of these Rules, the Condominium Declarations and Bylaws, or the Maine Condominium Act, the Board will send a letter to the Owner notifying them of said violation(s). The Owner will have ten (10) days from the date on which the letter is mailed in which to:

    - Cure or remedy the situation or action giving rise of the infraction(s); or,

    - Request a meeting with the Board to review the determination of a violation. At such meeting, the issue shall be discussed with only the Owner, the Property Manager, and the Board of Directors. The decision by the Board shall be final and binding upon all parties.

- 7.9 Penalties.

    - If after ten (10) days of the date on which the letter is mailed, neither (A) nor (B) has occurred, a fine shall be assessed in the amount of Thirty-Five Dollars ($35.00) for each day of violation; *provided however*, that if the infraction is a parking violation, the offending vehicle(s) will be towed at the Owner's expense.

    - A second violation of the same regulation will result in the Owner being fined Fifty Dollars ($50.00) for each day of violation.

    - A third offense will result in a fine of One Hundred Dollars ($100.00) for each day of violation

- A fourth offense will result in a fine of Two Hundred Dollars ($200.00) for each day of violation.

- 7.10 All fees, fines, or assessments imposed by the Association are due and payable on the first day of each month after being assessed or imposed, unless otherwise specified. There is a ten (10) day grace period for late payments.

  - If not paid within 10 days of when due, a one-time $20.00 late fee shall be assessed on the 11th of the month.

  - If not paid within 30 days of the date due, then beginning on the 31st day following the due date, interest at the rate of 18% per annum rate shall be assessed effective back to the original due date.

  - Amounts three (3) months in arrears will results in a lien being placed on the Unit.

    1. All liens will be recorded with the Cumberland County Registry of Deeds

    2. In addition to all amounts due, including interest as specified above, a fee of $50 shall be owing and due from the Owner for the cost of recording said lien.

    3. A fee of $50.00 fee shall be paid in advance by Owner for the cost of removing said lien.

7.11 Complaints regarding the actions of the other Owners of the management of the Condominium shall be made in writing to the Property Manager or the Board of Directors.

- A written response from the Board will be provided to the complainant within a reasonable period, with a copy to the owner making the complaint.

- If the Board determines that a hearing on such issue would be helpful, the issue shall be discussed only with the Owner, the Property Manager, and the Board of Directors, unless all parties agree that a public hearing is preferable.

- In all cases, the decision by the Board of Directors shall be final and binding upon all parties.

8. **PORCHES, PATIOS, AND GROUNDS**

- 8.1 Outdoor accessories and furniture on entry porches and patios/decks should be compatible with the architectural style of the buildings. All use and maintenance by Owners of gardens, porches, patios, lights, and other facilities shall be done to preserve the appearance and character of same and of the Property without modification. This would include forbidding the removal of rocks from the downstairs patio, if applicable, forbidding gardening directly into the downstairs patio, if applicable, forbidding the expansion of the downstairs patio for gardening or recreational use, if applicable, and/or forbidding the addition of raised beds to an area of the downstairs patio. (accepted by Board-6/6/2020)

- Effective October 15, 2020 lattice or privacy panels of any type are prohibited on decks and porches.

- Any modification that has to be attached (with screws/nails) to the building or the railings of the deck needs board approval. (accepted by Board 6/6/2020)

- Potted plants/vegetables allowed on the deck/patio. (accepted-6/6/2020)

- 8.2 No addition, change or replacement of any exterior lighting fixture, or other exterior hardware, shall be made by an Owner.

- 8.3 Hose caddies may be hooked up to the front faucet, provided they are kept in good repair, and be replaced as necessary. Hoses not in a caddie should be stored inside the garage or unit when not in use.

- 8.4 Bird feeders, bird houses, and birdbaths are to be placed at the rear of the Unit and located to not interfere in any way with the cutting of the grass. All refuse from bird

feeders is to be cleaned up by the Unit owner on a regular basis.

- 8.5 Freestanding flower containers should replace the original greenhouse plastic or cardboard containers. Freestanding plant stands should be compatible with the design of the building. Pots are allowed on the front porch/driveway or rear patio, and in existing beds as long as they are in appropriate containers. (Accepted by Board 6/6/2020)

- 8.6 When barbecuing, a barbecue may be located on the driveway however, Owners choosing the driveway location shall store the barbecue in the garage after it is cool. It may also be stored in the rear of the unit if it does not interfere with mowing of the lawn, or on the rear porch or patio.

- 8.7 Propane fire bowls are permitted and may be used in the rear of the unit only. They must be located on the porch, patio or in the rear of the unit, in such a way as not to interfere with the mowing of the grass. Fire bowls are limited to propane only for safety reasons. Wood, coal, or any other material which would produce sparks may not be burned.

- 8.8 Nothing should be pounded into or strangle any trees or bushes (nails, tight ropes, etc.) or the cost of any damage done will be billed to the Owner responsible. Any expense incurred by the Association resulting from damage to existing trees and shrubs because of work done by any Owner, or person under the direction of the Owner, will be billed back to the Owner.

- 8.9 Plantings. The term “plantings” shall mean only in-season live flowers and live small plants.

- The Association hires a Landscape Contractor. It is the Landscape Contractor’s responsibility to maintain and, if necessary, to replace the trees, shrubs, original plantings, and lawns throughout the Property.

- Planting of perennials and annuals in the area allocated for same in front of the Unit is permissible, as well as the planting of flowering perennials and annuals in the existing shrub beds. Existing shrub beds cannot be expanded. Creating new shrub beds is ad-

dressed in section D below.

- Plantings shall also be permitted in window boxes attached to the building sheathing. Only window boxes of the approved design are permitted, and shall be installed only by an approved vendor.

- An Owner wishing to plant in any of the other Common areas adjacent to the Owners unit shall submit a detailed plan of the desired plantings to the Board of Directors. Further, the Owner shall state in writing that the Owner takes full responsibility for the maintenance, upkeep, and expense of such plantings. The Owner shall have the responsibility to have DIG SAFE mark the location of utility owned underground pipes and cables prior to approval of submitted plan(s). No plantings are to be done in or close to DIG SAFE marked areas.

- An Owner who is granted permission for an alteration to the landscaping shall be responsible for providing a signed agreement from any future buyer of the Unit that the buyer is willing and able to maintain their plantings at the buyer's sole expense. If such agreement is not obtained, the current Owner shall, prior to transfer of ownership of the Unit, return the areas to their original state. If the owner fails to do so, the Association shall do so at the sole expense of the former owner or the new owner, and, if necessary, may lien the Unit to cover all costs incurred in restoring the property to its prior condition.

- 8.10 Any statues, lawn jockeys, flamingos, or other decorative lawn ornaments must be kept at the rear of the Unit on the patio so as not to interfere with mowing, unless the rear of the unit or patio is visible to neighbors or the street in which case the decorative lawn ornaments are prohibited.

- 8.11 Dig Safe. Maine law requires contractors, municipal work crews, and anyone else digging on public or private property or utility easements to call DIG SAFE [1-888-DIG-SAFE (1-888-344-7233)] at least 72 hours (excluding Saturday, Sunday, and holidays) before any excavating is done, except in an emergency.
  Homeowners who are having landscapers, contractors or other excavators dig on their property are required to remind them to call DIG SAFE. DIG SAFE will then contact utility companies to mark the location of utility owned underground pipes and cables.

Failure to notify DIG SAFE could result in personal injury, a fine as high as $1,000.00 and the expense of repairing underground pipes and property.

- 8.12 Holiday decorations are permitted as follows: White lighted candles are allowed in windows. Evergreen wreaths and holiday decorations may be hung from the front doors of units. These decorations and existing bushes may be lit with small non-blinking white lights. Wires and extension cords shall not interfere with snow removal. The Association or its snow removal contractor are not responsible for any damage to outdoor decorations. Free-standing decorations are prohibited. Decorations and lighting may be installed the week of Thanksgiving and must be removed no later than January 31. If heavy snow makes removal of lights impossible, they must be removed as soon as possible. Under no circumstances may lights be turned on after January 31 .

Board Members:

Vern Malloch, President

Eric Strange, Treasurer

Tom Valleau, Secretary

Bob Anderson

Alan Zimmerman

Karen MacDonald