RULES AND REGULATIONS

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

HARVARD STREET, PORTLAND, MAINE

The Radcliffe Glen Condominium Association is a private condominium development located off of Harvard Street, Portland, Maine, consisting of thirty-three (33) condominium units, along with common areas. The condominium development takes pride in being a quiet, safe, and enjoyable place to live, where maintenance of facilities and grounds is a high priority, and where the concept of condominium ownership and living works well.

By virtue of the original Condominium Declaration and organizational By-Laws, Radcliffe Glen is governed by an elected Executive Board consisting of Association unit-owners having the authority to retain a management company to effectuate its enactments. All owners are subject to common rules, regulations, and standards of behavior. They are responsible for sharing in the policy, fiscal, and managerial decisions necessary to ensure that Radcliffe Glen remains a desirable community in which to live.

As with any community, rules and regulations are necessary to ensure the peaceful and orderly use and enjoyment of the buildings and common areas of the Association by its unit-owners. The Rules and Regulations are the Association's means to that end and focus on the permissible uses of the Radcliffe Glen property. They are both general and specific and are based on Maine condominium law and on preferences established by the original developer and the subsequent owners of the development.

In order to appreciate these rules, an owner of a condominium unit in Radcliffe Glen must first:

- *Understand* and *support* condominium living for what it is and for what it is not. Owning a condominium and living in a condominium community offers an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominiums are not the same as apartments where you have a landlord to respond to all your needs. It is also not like owning a single-family home with your own backyard where you are the sole decision-maker about maintenance and the use of your property. Radcliffe Glen is currently contracted with Maine Properties, LLC, as its management company, to respond to the needs of the community and individual condominium unit-owners within the scope of its contractual responsibilities.
- *Recognize that in a condominium community,* beyond the limits of one's interior space, one's personal preferences cannot be allowed to take precedence over the interests and needs of the group of owners at large.

- *Recognize* that as a condominium owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, volunteering for workdays, working on special committees, serving on the Board, and meeting your financial obligations.

- *Recognize* that no condominium owner is exempt from the rules and regulations of the Radcliffe Glen community.

As provided in the By-Laws and in order to assure the safe and peaceful use of the Condominium's facilities, the following Rules and Regulations have been adopted by the Executive Board. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere in the Association without specific approval of the Executive Board.

The Association shall be responsible for the payment of all common expenses, and the members shall be individually responsible for the payment of all unit expenses for the unit owned by each respective member as such expenses are herein defined. Unit owners are also responsible for costs related to Limited Common Elements as set forth in the Declaration.

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

1. Common Expenses (Covered by the Association). The Association shall be responsible for the payment of all common expenses which shall include, without limitation, any expenses for the maintenance, repair, renovation, alteration, improvement, and replacement of the following:

a. Grounds. The land; driveways; parking areas not otherwise designated as limited common elements; lawns, trees, and forested areas; unit walkways; signage; all common facilities, storage buildings and areas, and other common areas;

b. Systems and Utilities. Sanitary sewer to each unit, electric distribution to each unit meter, telephone line to each unit, cable TV line to each unit, water distribution to each unit master valve, storm and groundwater drainage system, and associated distribution to each unit, water and sewer lines running through and/or under foundation and masonry slabs.

c. Interior Structure. All masonry floor slabs.

d. Exterior Structures and Fixtures. Roofing (all roof framing, covering), chimneys and flues, exterior walls (framing, insulation, sheathing and clapboard siding), including unit party walls, studs, joists, all load bearing portions of the buildings, shutters, attics (framing, floor and insulation), foundation walls, all masonry floor slabs, exterior foundation drains,

interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings, and dormers (roofing and walls, but excluding new dormer construction).

e. Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in these rules.

2. Unit Expenses (The Responsibility of Unit Owners) Common expenses shall not include Unit Expenses. Each member shall be individually responsible for the payment of all Unit Expenses for the Unit owned by each respective member which shall include, without limitation, all expenses in connection with the maintenance, repair, renovation, alteration, improvement, and replacement of the following:

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

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

c. Exterior Structure and Fixtures. Exterior unit doors (front, kitchen and patio floors); storm/screen doors; window and door glass; window, door, skylight frames, screen thresholds and sills; decks (all components); building — mounted light fixtures; dormer windows; garages and garage stairways; and automatic garage door openers.

d. The unit owner is liable for all damages to the common elements of the building and for damage to personal property of that unit and other unit owners caused by failure to properly maintain the above systems, utilities, structures and fixtures which are the unit owner's responsibility.

e. Each unit owner is responsible for addressing and paying for all needed pest control and remediation involving that owner's unit.

3. Right to Peaceful Enjoyment By All Unit Owners

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

4. Guests

a. While visiting Radcliffe Glen, guests of unit owners shall abide by all of these Rules and Regulations.

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

5. Executive Board Approval and Notification

a. All unit owners are required to obtain written approval by the Executive Board before undertaking any project involving additions (temporary or permanent) and alterations to their unit's interior, the limited common areas attached to their unit, and the structure of which their unit is a part. The Board shall grant approvals based on a review of a written, detailed proposal submitted by the unit owner and, at its discretion, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.

b. All unit owners are required to notify the Executive Board, in advance, of significant maintenance/replacement/upgrading projects intended to be undertaken inside their unit and not involving structural change, doors, windows, skylights, etc. Such work includes, but is not limited to the such items as the following, set forth by example and not by limitation: adding a security system, finishing a basement, modifying or replacing flooring, and replacing of bathroom/kitchen fixtures and cabinetry. The Executive Board requires notice of such matters for insurance purposes. Aspects of the project may require compliance with Executive Board specifications.

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

6. Executive Board Approval Required for the Following.

a. Any alteration or improvement to a unit, to a limited common area or common area which involves a change in structural integrity, structural modifications, replacement, painting, planting, or decoration of or the affixing of anything permanent or temporary to the exterior of a unit.

b. Replacement of existing exterior doors, windows, sliding patio doors, skylights, or light fixtures. Replacement or addition of a storm/screen door on the front entrance. Installation of a new roof skylight.

c. Installation of a dormer or modification to an existing dormer.

d. Installation of a door or window in a place where one does not currently exist.

e. Any modification of or improvement to a deck.

f. The installation of a temporary or semi-permanent screen room or awning on any part of a deck. Any modifications to foundations or chimneys.

g. Any installation or modification of exterior mounted equipment, ducts, louvers, vents. etc.

h. Removal, replacement, or planting of any plant or tree located in a common area.

i. Addition, removal, or enlargement of any garden space within a common area.

j. Telephone wire or cable TV wire installations that require disruption of paving or lawn surfaces, drilling of new holes in buildings, or running of cables/wires on the exterior of a building.

k. The Executive Board shall grant its approval based on a review and approval of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner.

l. Unit owners who take actions without required Executive Board approval or use products not approved for use at the Radcliffe Glen will be required, at their expense, to remove all unapproved changes or additions and to restore the building common area or limited common area etc. to its original condition.

7. Additions to Structures

a. The existing footprint (the foundation perimeter) of building(s) at Radcliffe Glen cannot be enlarged, reduced or changed in any manner.

b. No Unit owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit.

8. Outside Contractors

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

b. Any electrical, plumbing and heating work done in a unit must be performed by tradesmen licensed and certified to perform such work in the State of Maine.

c. The Association may require any outside contractor engaged by a unit owner to execute and deliver to the Association a mechanic's lien waiver in connection with any work performed by such contractor.

9. Pets

a. Household pets are allowed with the consent of the Executive Board.

b. Unit owners are responsible for the behavior of their pets and their guests' pets, and are liable for any property damage, personal injury, or disturbance that such animals may cause. The Association shall have the right to assess the unit owner for reimbursement of related expenses and to impose a lien against the owner's property in the event of non-payment within the time period set by the Executive Board.

c. All pets must be licensed and inoculated as require by law and owners must comply with the City of Portland ordinances regarding pets. The Association reserves the right to notify the animal control agency if a pet owner fails to comply with the foregoing.

d. No pet is allowed outside of the unit on Association property except on a leash and under the control of a responsible person.

e. Owners are responsible for the daily removal of pet waste from Association lawn or roadway common areas.

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

g. Pet owners shall ensure that their pets do not disturb any neighbor's quiet and peaceful enjoyment of their unit or of the common elements.

h. No animal may be tied or leashed outside the unit at any time, and exterior pet runs are not allowed within or upon Association property.

i. The Executive Board shall have the power to further regulate the keeping of pets and animals, including, without limitation, the express power to regulate the number of pets, size, and species, to establish pet behavioral standards, and to expel offending animals from the Association.

10. Children

a. There is no common area at Radcliffe Glen designated exclusively as play area for the use of children. Reasonable play activities of children are welcome.

b. Parking areas and driveways are to be used for vehicle travel, walking, and not as general play areas.

c. Permanently installed exterior play equipment is not allowed at Radcliffe Glen.

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

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

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

g. Play activity shall be maintained at a noise level that does not disturb the quiet and peaceful enjoyment of their homes by residents.

11. Driveway and Parking Control

a. Although the Association's roadways, driveways and parking areas are private, all state and local laws apply regarding pedestrians, bicycles, and motor vehicles.

b. Parking or driving motorized vehicles on lawns is prohibited. No owner, non-owner occupant, or guest of a unit may park in any manner which obstructs or interferes with the use of another unit's driveway access, or which impedes the passage of vehicles on the roadway.

c. Only legally registered and fully operable vehicles may be parked in any of the Association's parking areas.

d. Trailers, Mobile Homes, Boats, Campers, and other forms of recreational vehicles shall be parked in a unit's garage space with the door in the closed position; no such vehicles, regardless of size, may be parked in unit driveways or elsewhere within Radcliffe Glen.

e. Except in case of immediate need, such as replacing a battery or starting a vehicle using AAA service or similar, no vehicle repair or maintenance is allowed within Radcliffe Glen.

f. All vehicles on the premises of Radcliffe Glen are there at the owner's risk, and the Association is not responsible for any damages.

g. No commercial/business vehicles, vans, SUV's, or utility trucks bearing exterior identification or advertising as such shall be parked in a unit-owner's driveway overnight, or in any common parking area. Such vehicles must be parked/stored in the garage overnight.

12. Parking on Radcliffe Glen's Streets

a. Except within the limited circumstances of c. below, owners and full-full-time occupants of units are prohibited from parking on streets of the Association.

b. Owner and full-time occupant vehicle parking is limited to unit driveways and garages. For "A" units there are four spaces, two in the garage, and two in the driveway; for "B" units there are two spaces, one in the garage and one in the driveway.

c. The following are exceptions to the prohibitions and terms set out in a. and "b" above:

i. Emergency requiring removal of the vehicle from the garage or driveway to the street;

ii. Hosting of a meeting or function of limited duration to which others might drive their vehicles;

iii. Provision of access to service providers; and

iv. Other momentary, transitory circumstances in which it is necessary to have a vehicle on the street for a short time.

d. At all times, any permitted parking on the Association's streets must be done in a manner which allows access to units and passage of emergency, service, and other vehicles through the street.

13. Stormy Weather

a. The Executive Board and the snow removal contractor make every effort to ensure that snow is cleared from roads, driveways and walks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable.

b. During winter storms, vehicles should be parked in a garage or in the unit driveway or other designated parking space. Owners shall temporarily move their vehicles as necessary to permit snow removal during storm events.

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

d. In the event of high winds, unit owners shall secure all personal property or place it indoors.

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

f. During winter months, the unit owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from any intake/ exhaust fittings, including dryer vents; clearing snow away from sliding glass doors and basement bulkhead doors; and insuring that sufficient heat is on during winter months to prevent pipe freezing and damage to that unit or others. The unit owner is liable for damage to the unit building, the owner's personal property, damage to heating equipment, and potentially to the personal property and/or unit of another caused by the failure to do the above.

g. Unit owners who are away for extended periods of time are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to insure that all systems are operable and that no storm or cold weather damage has occurred. It is essential that a member of the Executive Board be notified of who has this responsibility and who has access to the unit.

14. Household Trash

a. Garbage and household trash shall be kept in closed containers inside the owner's garage. Containers should be securely covered plastic or metal canisters and should be placed at the foot of the driveway on the day(s) designated for collection. Empty trash containers should be returned to the storage areas as soon as possible

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

c. Trash removal services for the Association's units are provided by the City of Portland. Those services are limited to removal of ordinary household trash. Larger items are the responsibility of the owner/tenant and should be disposed of in accordance with the City of Portland's ordinances and practices.

15. Video Antennas and Satellite Dishes

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

b. Video antennas and satellite dishes may only be installed with prior approval of the Executive Board, subject to the following:

1. Only satellite dishes that are less than one meter (39.37) in diameter are permitted to be installed at Radcliffe Glen.

2. Location of the installation site of any such equipment is subject to Executive Board approval; and

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

16. Air Conditioners

a. Unit Owners may install window-mounted air conditioners, provided that no owner may install more than two (2) such air conditioners without Executive Board approval.

b. It is preferred that window air conditioners be installed in a rear or side window, not in the front of the building.

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

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

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

f. Externally-mounted air-conditioners that are not window-mounted, such as heat pumps, may be installed with prior approval of the Executive Board as to type, manner of installation, and placement, and subject to conditions, such as requiring the unit-owner to provide a green screen or other obstruction to conceal the unit from public view.

17. General Hazards and Liability of Unit Owners

a. Written consent of the Executive Board is required for anything to be done or kept in any unit or in or upon any part of the Common or Limited Common Areas which will cause an increase in the insurance premium for the property. No unit owner shall permit anything to be done or kept in the unit or in or upon the limited common or common areas which will result in the cancellation of insurance on the property. No unit owner shall permit anything to be done or kept in the unit or in or upon the limited common or common areas which would be in a violation of any law, regulation, or administrative ruling.

b. Unit owners shall be liable for the expense of maintenance, repair or replacement of any damage to the common or limited common areas or to another unit caused by such unit owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

18. Hazardous Materials

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

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

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

d. Spills of fuel oil, kerosene, and other hazardous or polluting substances inside a Unit, garage, or on any Common or Limited Common Area (paved or otherwise) shall be reported immediately to the Executive Board.

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

19. Heating Equipment and Chimneys

a. Unit owners are responsible for ensuring that individual unit heaters, gas heaters, and other heating devices are in proper working condition such as to provide sufficient heat through the winter months.

b. Unit owners with individual unit heaters or gas heaters should be aware that if there is any blockage of the air intake/exhaust fitting or that if such fitting is damaged, the heater may cease to operate properly. The unit owner is responsible for keeping obstructions away from this fitting and for ensuring that it is not damaged.

20. Woods and Lawns

a. All lawns and wooded areas at Radcliffe Glen are common areas owned and controlled by the Association.

b. Existing trees within lawn areas cannot be pruned, removed or replaced or new ones added without permission of the Executive Board.

c. On a daily basis, all personal property (equipment, games, toys, furniture, etc.) should be removed from a lawn or wooded area after its use and stored in the unit.

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

e. Lawn maintenance by anyone other than the Association's landscapers is prohibited unless otherwise approved by the Executive Board.

f. Maintenance of trees and other vegetation within wooded areas (i.e. cutting back of weed growth, removal of dead trees, pruning, etc.) is an ongoing concern of the Association. The work is accomplished through community workdays and through the efforts of individual owners. However, in all cases, this work must be done with the specific approval of the Executive Board. All debris generated by such efforts must be removed to an external disposal site by unit-owners doing or causing such work to be done. Unit owners who undertake such maintenance work do so at their own risk and at their own expense.

21. Ornamental Landscaping

a. Ornamental landscaping shall be considered common area and under control of the Association.

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

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

22. Personal Gardens

a. Flower boxes, pots and other plant containers are limited to decks or deck railings.

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

c. Approved personal gardens are the sole responsibility of the unit owner and/or tenant. The unit owner shall assume all expense for plantings and continued maintenance.

d. If any unit is sold where a personal garden has been established by an owner or tenant, it will be the *unit owner seller's* responsibility to restore the bed to its original grassy area or to leave funds in escrow at closing for the Association to restore the area. The only exception to this would be if the *unit purchaser* notifies the Association in writing that he/she would continue to maintain the garden bed.

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

23. Exterior Decorations

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

24. Clothes Hanging Devices

No clothes hanging devices or clotheslines shall be permitted outside the unit. Also, no such clothes hanging devices or clotheslines shall be permitted on any common elements or limited common elements in such an area that is visible from outside any unit.

25. Decks and Porches

a. Decks and porches ("decks") are designated limited common areas for the specific use of the unit owner/tenant.

b. Unit decks are to remain decks and cannot be walled in, roofed over, or in any way converted into a building of any kind.

c. Repairs or modification to a deck (including enlargement) requires compliance with the Condominium's Deck Specifications and advance approval of specific plans by the Executive Board.

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

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

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

g. Portable or semi-permanent awnings and screen rooms are not permitted.

h. Hot tubs or any similar devices are not allowed on any common or limited common area.

26. Signs

a. "For Sale" or "For Rent" signs or any other real estate marketing devices are not allowed within Radcliffe Glen without the approval of the Executive Board.

b. Realtors may place up to two temporary "Open House" signs on the common area on the day of a scheduled Open House. Such signs must be removed immediately after the close of the Open House.

c. No business, political, or personal signs of any type are allowed on the grounds, or attached to any part of a building or in any window within Radcliffe Glen.

27. Tag Sales

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

28. Solicitation

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

29. Information and Emergency Contact

a. Information related to any changes in occupancy (rental or seasonal) or unit ownership and changes in a unit's mortgage holder(s) shall be reported promptly to the Executive Board. Such information shall also be furnished when specifically requested by the Executive Board.

b. All unit owners shall provide to the Executive Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the unit.

30**. Insurance**

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

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

c **.** A typical condominium policy may include coverage for:

i. Building property: items of real property which pertain directly to a unit and may include alterations and permanent installations; and/or

ii. Personal Property: items owned by the insured and structures and not permanently attached to the unit; and/or

iii. Personal Liability: covers claims brought against the insured for damages because of bodily injury or property damage.

The Association maintains a master policy to cover losses sustained in common areas and structural systems. If a unit owner suffers a loss believed to be a claim against the Association policy, such owner should make such claim through a member of the Association's Executive Board. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

31**. Access to Units for Repair and Emergency**

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

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

c. In order to facilitate entry in the case of an emergency or absence, each unit owner shall provide the Association with at least one emergency contact.

32. Short-Term or Long –Term Rental of Condominium Units

a. Unit owners who wish to rent their property must use a standard lease form specifying all the terms of the lease and must require tenants to show proof of contents insurance.

b. Unit owners must not suspend their own condominium owner's insurance policy during the period of rental.

c. Unit owners who rent their property to another must obtain a written acknowledgment from the tenant that the tenant has been given a copy of the Association's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Executive Board prior to occupancy.

d. The timely payment of unit monthly fees and special assessments during the rental period remains the responsibility of the unit owner. In the event of non-payment, regardless of who should be making payments, the unit owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expenses.

e. No portion of a unit less than the entire unit may be rented.

f. If the Radcliffe Glen Executive Board determines that a unit owner is not operating within the terms of the Declaration, Article 1, Section 1.5 Uses and Restrictions, j, i.e. if the unit owner is operating the Unit as a hotel, Airbnb, VRBO, Homeaway or any other short term rental or use arrangement, and is renting and/or attempting to rent the Unit more than once within a six (6) month period, the Radcliffe Glen Executive Board may initiate the violations process, and the Board, in its total discretion, may assign penalties/fines and/ or take other legal action against the Owner

33. Restrictions on Use

a. Per the Declaration1.5, j "A Unit Owner may lease or sublease his unit at any time and from time to time. No unit may be leased or subleased without a standard written lease or sublease. No unit may be leased for a term of less than six (6) months. A copy of each such lease or sublease shall be furnished to the Executive Board within ten (10) days after the execution thereof.

b. No unit or any portion of any unit may be used for commercial purposes nor may the units be used to further any business enterprise. The Association is a residential zone and no owner or resident may knowingly violate the zoning restrictions.

34**. Procedures**

a. Emergencies (e..g., serious structural or plumbing issues, hazardous spills, life or safety matters, and the like) should be immediately communicated to a member of the Executive Board.

b. Work requests, suggestions or complaints to the Executive Board should be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.

c. Any phone contact with a member of the Executive Board shall only be made during reasonable hours of the day, preferably between the hours of 8:00 am and 8:00 pm.

d. A group of unit owners seeking to make a joint work request, suggestion, or complaint should designate a spokesperson for communications with the Executive Board.

35. Rules Violations

a. A violation of these Rules (not including rules pertaining to unit-owner financial obligations to the Association) may result in fines or other sanctions as determined by the Executive Board and enforced by the management company.

b. A fine or other sanction may be imposed only after notice to the unit-owner or owners of the violation. Such notice shall be in writing (by letter or e-mail) and shall state the nature of the violation, recite the applicable rule, and state the intended fine amount or other sanction. The notice shall advise the unit-unit-owner or owners of the right to contest the fine or other sanction within such time or by such date and in such manner as shall be set forth in the notice.

c. Additional fines or sanctions may be imposed for related violations.

d. Unit-owners shall have the right to appeal a decision of the Executive Board, in writing directed to the Board, and to request a hearing before the Board.

e. Non-payment of any financial sanction imposed for a rules violation, and non-payment of other unit-owners' financials obligations to the Radcliffe Glen Homeowners Association, may become a lien against the violating owner's unit after written notice of intent to file a lien is given to the unit-owner, and upon the owner's failure to pay the amount owed within the period set forth in the notice. All costs of a lien-filing procedure shall be an additional financial obligation of the unit-owner.

The Executive Board welcomes constructive input and involvement from any unit owner. In bringing issues to the Board, unit owners are reminded that Radcliffe Glen

is a community association and that its elected Executive Board is made up of neighbors who are serving as volunteers and whose objective is the Association's and its units' best interests. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of Radcliffe Glen promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all unit owners. The Board has the responsibility, under the Declaration, for the efficient administration of Association affairs, and it is, indeed, their duty and authority in cooperation with the management company to interpret and enforce the Association's Declarations, By-Laws, and Rules and Regulations.

These Rules and Regulations were unanimously approved by the Executive Board at a special meeting on _____, _____, 2019.

_____

Signature:

_____

Printed Name: **Title:**

_____

Date: