

Min 30 days

1 new tenant
per calendar yr

**Grant Farm Owners Association
Condominium Rules & Regulations**
Revised — August 2009

The Condominium Rules and Regulations are adopted for the benefit of Owners at Grant Farm. They are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the condominium and protecting and enhancing the value of the owner's property. They are not designed to unduly restrict or burden the use of the property.

All Owners at Grant Farm and their families, tenants, guests, invitees and licensees are expected to abide by the rules and regulations which are meant to supplement the provisions of the Declaration and By-Laws.

1. **NOISE:** Everyone is expected to exercise reasonable care to avoid unnecessary noise, and at no time are musical instruments, radios, stereos or televisions to be so loud as to disturb other Unit Owners/neighbors. Noise levels shall be reduced after 10:00 pm.
2. **LITTERING:** There shall be no littering. Paper, cans, bottles, cigarette butts, food, seasonal decorations and other trash are to be disposed of appropriately. Under no circumstances are such items to be dropped or left on the ground, disposed of in the woods, or in other Common Areas.
3. **LAUNDRY :** No Unit Owner shall not hang laundry, rugs, or drapes, and the like out of a window, or on a deck or patio. No clotheslines will be permitted.
4. **SIGNS:** Unit Owners may not display For Sale or For Rent signs, political signs or the like in windows of any Unit, or place window displays or advertising in windows of any Unit. "For Sale" signs shall not be allowed to be placed anywhere on the grounds.
5. **OUTDOOR/RECREATIONAL EQUIPMENT:** When not in use, bicycles, sporting goods, toys, baby carriages, and other personal articles/equipment shall not be left outside of a Unit. No boats, snowmobiles, motorcycles or other recreational vehicles shall be allowed to be stored upon the premises. No unlicensed vehicle will be allowed on site and State and Local laws will be enforced.
6. **SPORTS/PLAY EQUIPMENT:** Basketballs, skateboards, and roller blades should only be used in normal daylight hours and those using them should adhere to the rules of safety and courteous behavior regarding the residents of the complex.
7. **PROPER USE OF COMMON AREAS:** There shall be no use of Common Areas which injures or scars the Common Areas or the trees or planting, increases maintenance or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of their Condominium. Yard sales cause additional noise and traffic,

Therefore, before any yard sales are planned, approval by the Board of Directors is required.

8. **OUTSIDE ACTIVITIES:** There shall be no organized sports activities, picnicking or fires, except in areas approved by the Board of Directors. Only gas and charcoal fires in protective metal barbeque containers may be used in such approved areas and provided that such fires are carefully guarded by an adult and not hazardous to the buildings or other property.

9. **SPEED LIMIT:** The speed limit for all vehicles within the Condominium is 15 mph.

10. **GUESTS:** Owners and tenants shall be held responsible for the actions of their family, guests, invitees, and licensees. If occupancy by tenants or guests creates a nuisance to other owners, the Board shall have the right to require that the offensive tenants or guests leave.

11. **RENTAL UNITS:** An Owner of a unit may rent his/her Unit for a term of not less than thirty days, provided that only one tenancy is permitted to start in each calendar year. A tenancy may continue into the next year without precluding a new rental for that year. The Board of Directors shall be provided with a copy of the lease or other written agreement before occupancy by the tenant, listing time span of rental, names of all anticipated tenants, including minors, and a statement that tenant has received a copy of these rules.

All tenants are subject to the same rules as owners, but are not necessarily entitled to all privileges of the Association. Owners will provide tenants with a copy of the Rules & Regulations before commencement of the rental. The Owner, as well as the tenants, is responsible for compliance with these Rules. Penalties assessed for violations and damages by tenants are the responsibility of the Owners and any such costs will be billed to the owner (monthly). Unpaid penalties become a lien against the property.

12. **DECKS & PATIOS:** Decks and patios shall be kept neat at all times. Objects shall not be placed on or hung from deck railings or in any other manner placed such that there will be any reasonable risks of the object falling from the deck. It is the responsibility of the individual Owner to clear his/her deck or patio of ice and snow.

13. **PARKING:** Each unit has two assigned parking spaces — one in the garage and one in front of the garage. Extra visitor parking is available in the common parking lots of Benjamin Hubbard Lane and Ephraim Tyler Way *and these areas are clearly marked on the attached site plan entitled "Parking Regulations". No parking is permitted in the fire lanes which are also clearly marked on the attached site plan. The Common parking lots, shown as "Visitor Parking" on the attached plan, are for the use of residents who require more than the two spaces provided with their unit. No commercial vehicles, trailers, motor homes, boats or trucks with a gross weight over 6,000 pounds shall be permitted in the parking areas (Ref. Declaration of Condominium, paragraph 10 j)* Repair or servicing of automobiles is not permitted in assigned or common parking areas.

14. **FLOWERS/FLOWER GARDENS:** Those who wish to plant flowers shall be responsible for their upkeep and these flowers will not be included in the grounds maintenance budget. Unit Owners are responsible for spring and fall clean up & removal of their planted flowers. If Unit Owners wish to mulch their flower gardens, they are required to use dark pine mulch.

15. **LATE CHARGES:** Monthly fees shall be due and payable on the first day of each month. If payment has not been received by the 15th day of the month, a notice will be sent to the Unit Owners. If payment has not been received by the 30th day of the month, a \$25.00 late fee will be charged to the Unit Owner's account. Unpaid late fees become a lien against the property.

16. **PETS:** Dogs kept by Owners or their guests must not interfere with the comfort, safety, convenience or enjoyment of other Unit Owners. It is a dog owner's responsibility to pick up and dispose of his/her dog's debris immediately after its dropping. Dogs may not be kept outside a Unit on a long lead or rope. ***Pets must be accompanied by an adult and leashed at all times. When walking their pets, Unit Owners will stay at least 30' away from any other unit, patio, or deck, as pets can be a threat to a neighbor's comfort and enjoyment as well as potential damaging to the lawn grass and shrubbery.*** Unit owners are restricted to 1 dog of small to medium size. This change goes into effect 8/11/09. ***Dogs currently residing at Grant Farm are exempt. Unit owners may not replace their exempt dog if it brings the household over the one dog limit.***

RENTERS MAY NOT HAVE ANIMALS IN THEIR RENTAL UNIT.

If an Owner has a cat, cat litter must be properly disposed of

The Board of Directors or its agent may cause the removal from the premises of any animal that threatens the safety, comfort, convenience, or enjoyment of another Unit Owner.

Dogs and their owners are subject to applicable Town of Kennebunk ordinances and the State of Maine Lease Law.

17. **RUBBISH DISPOSAL:** The Town of Kennebunk has weekly curbside pick-up. Rubbish should be placed at the end of each driveway either in a Town of Kennebunk pre-paid garbage bag, or in containers with a Town of Kennebunk pre-paid tag. In order to prevent animals from getting into the garbage, containers should be covered and plastic bags should be double wrapped. **Rubbish should not be put out until after 6pm on the night before pickup is scheduled.**

18. **DECORATIONS:** Seasonal decorations should be removed within a reasonable time once the holiday has passed. In particular, outside Christmas decorations should be taken down and disposed of properly by January 15th.

19. **SATELLITE DISHES:** Federal law under FCC states that installation of satellite dishes cannot be prohibited. However, guidelines for their use are as follows: (1) they

may not be installed on the roof or through the siding or building trim; (2) they may not be placed on the front of the building; (3) the dishes may not exceed 12 inches in diameter; and (4) dishes may only be placed on rails of decks.

20 DAMAGE TO OTHER UNITS AND COMMON AREAS: Despite our best intentions and efforts, it is possible for a malfunction in one unit to damage property in another unit. Unit owners should be aware that damages caused to common areas or to a neighbors unit either by malfunction within one's own unit or by the actions of workers in one's employ are the responsibility of the Owner. Unit Owners may want to consult their insurance agents about this liability.

21 ALTERATIONS TO COMMON AREAS: Nothing shall be altered or constructed in or removed from the common areas except upon the prior written consent of the Association.

22 GRANT FARM CONDOMINIUM ASSOCIATION WINTER HEATING POLICY (ALL UNITS): Approved 2/5/08

This winter heating policy will be effective from November 1st to April 30th. If your unit will be unoccupied during this time period:

- o Notify MacKinnon Property Management in writing that you will not be here over the winter, and fill out a winter heating policy form.
- o Name an emergency contact
- o Leave a key with MacKinnon Property Management (also with a neighbor)
- o Make sure your oil delivery (*or K-1 if using a Monitor*) is on automatic delivery
- o Set thermostat at 60 degrees
- o If you have an Alternative heat source, such as electric baseboards, they should also be set at 60 degrees so that they will take over in case of failure to the primary heat source.
- o Leave cabinet doors open under the sinks
- o Drain water pipes and turn off main water supply
- o Use a devise such as a winter watchman to indicate heat in your unit has fallen below the set temperature. Make sure you ask a neighbor to keep an eye out for the light.
- o Contact an individual or company to perform a weekly walk through inspection of your unit for the duration of the winter.

If you are going to be away for only a short time, but more than 24 hours, please keep the device such as the winter watchman in your window and ask someone to keep an eye out for the light. It is highly recommended that you follow as many of the other winter heat policy procedures as possible for short term absences.

Failure to follow Winter Heating Policy precautions could result in damage to the unit as well as surrounding units. All unit owners must be aware that they will be responsible for all costs related to damage caused by failure to follow the Winter Heat Policy procedures in their unit, plus a \$1,000 fine may also be assessed to **your account.**

23. **AMENDMENT** These Rules and Regulations may be amended, modified or revoked at any time by affirmative vote of the Board of Directors, and such Rules and Regulations may be amended by; and modified or rejected, in whole or in part, by vote of sixty-seven (67%) in interest of members of the Association present or by proxy at a duly called meeting of the Association. In the event of any conflict between these Rule sand Regulations and the provisions of the Maine Condominium Act, the Declaration or the Bylaws, the latter shall govern and apply.

24. **ENFORCEMENT OF RULES AND REGULATIONS:** Violations of any of the Rules & Regulations adopted by the Board of Directors, or breach of any of the Bylaws will result in fines to the Unit Owner.

- o First offense is a warning
- o Second offense is a \$50.00 fine
- o Third offense is a \$100.00 fine
- o \$1,000.00 fine will be assess for violation in relation to the Winter Heating Policy.
- o Persistent violations by a Unit Owner could result in repeated fines which, left unpaid, may result in foreclosure proceedings.

25. **WINDOW REPLACEMENT:** Unit Owners are responsible for paying for the replacement of their windows. During installation, if rot is found and if the rot extends into framing and/or plate around the window, then it shall be the Association's responsibility to pay for repair of the rot and installation of the window unit, but in all cases unit owners will still be responsible for payment of the window unit itself. To preserve the integrity of the building and avoid further development of rot around the window casings, the replacement of all windows will adhere to these specifications:

- o Only the windows approved by the Board Of Directors are permitted. They are: Anderson 400 series, tilt sash, double hung or casement to match original design, double pane insulated glass, grills to be replaced only if original windows included grills, white vinyl exterior, built in screens. Building C will be allowed to continue to have brown sashes to match the existing sash color.
- o The Board Of Directors will appoint a designated contractor to handle all window replacements. When replacing a window due to rot found in the framing or plate, the Association will purchase the window unit and the unit owner will reimburse them promptly. In the event that a unit owner wants to replace a window where no rot was found or ahead of the scheduled rot repair, they will submit a request to the Board of Directors.
- o The scheduling of window replacement will be prioritized according to the condition of the old window and the surrounding building structure. Since in some cases the Association will need to pay for repair of rot and the labor to install the new window, window replacements will be scheduled as soon as possible and as the Association's operating budget permits.
- o If the exterior window casing trim is rotted and needs to be replaced, at the time a unit owner chooses to replace windows, the owner will submit a copy of this itemized bill to Management to be reimbursed the year the preparation for paint is scheduled for that building for budgetary purposes. This reimbursement is retroactive to April 1, 2008.

26. **CHIMNEY CLEANING** All unit owners who use their wood-burning fireplaces shall have their chimney cleaned by a qualified and insured chimney cleaning contractor at least once every two years and shall provide the Association with a copy of the receipt. Unit owners who do not use their wood burning fireplaces shall submit a letter to the Association stating that they do not use their fireplace.

27. **AWNINGS**

1. Unit owners must obtain prior written consent of the Board of Directors to install a retractable awning. Installation Contractor must be an approved awning installer; such as, Canvasworks, located in Kennebunk, Maine.
2. Refer to the Rules and Regulations describing financial penalties if such approval is not obtained or if specific requirements are not followed.
3. Installation of a retractable awning shall be considered a permanent installation and remains with the unit if sold. Awnings may only be placed on the rear or side of a building. The retractable awning will be part of the re-sale certificate upon sale of the unit. The new unit owner will be made aware of his/her responsibility for the system by the seller and shall be responsible for adhering to the listed requirements.
4. Should the owner wish to remove the retractable awning all holes in the siding/sheathing must be sealed and new clapboard siding installed at the expense of the unit owner.
5. Should the unit owner wish to leave the property for 1 day or more; the owner must ensure the awning is retracted properly.
6. The awning must be located over a deck or patio and installed at the recommended height per the manufacturer. Unit owner must present plans, specifications and colors to the Board of Directors for approval. Color of the awning must blend with the building.
7. Following approval, installation cost as well as future maintenance, repair and replacement of the retractable awning, is the responsibility of the unit owner. The owner is also responsible for all potential leaks to the building or damage caused to the common; or limited common area directly caused by the installation of such awning. Please contact your H06 policy to ensure proper coverage should damage occur to association; personal property; or your neighbors personal property.
8. A Retractable Awning Agreement must be signed by both the unit owner and a member of the Board of Directors upon approval.

28. **AIR CONDITIONERS**: Installation of air conditioning unit needs to be approved by the Board prior to installation. Unit owners will be asked to seek approval at least a month before intended work is to be done. This will be done on a case by case basis. **Air Conditioners must be removed by November 15 every year.**