

**RULES AND REGULATIONS  
OF  
GLENWOOD TERRACE CONDOMINIUM ASSOCIATION**

Pursuant to Section 10(a) of the Declaration and Article IV, Section 3, of the By-Laws of the Glenwood Terrace Condominium Association, the following Rules and Regulations are adopted in order to assure the peaceful and orderly use and enjoyment of the buildings and common elements (the "Property") of Glenwood Terrace Condominiums.

In these Rules and Regulations the word "condominium" shall refer to Glenwood Terrace Condominiums and the words "common elements" and, "Unit Owners" shall have the meaning given to those terms in the Declaration creating the Condominium.

**1. PARKING**

Each unit has two assigned parking spaces: one in the garage and one in front of the garage. (Some driveways can accommodate an additional vehicle.) *Short-term, daytime parking is permitted on the street if no space is available in the driveway. However, no part of the car should be parked on the lawn. A vehicle may NEVER be parked on the street overnight* Cars parked on the street overnight will be assessed a fine of \$25. During daytime hours, cars left on the street when an owner's driveway is unoccupied will face a fine of \$10. Any unpaid fines would be subject to late fees as delineated in #24.

Workers' vehicles must be distinguished by signage if parking on the street.

**1. SNOW PLOWING AND REMOVAL**

The following policy is developed for all Unit Owners and renters to help our contractors perform their tasks.

- a. Be aware of the possible snowstorms.
- b. Please use your garage for your car. Units with multiple cars must be aware when the plowing contractor is on the property and remove their vehicles from their driveway. Vehicles cannot be left on the road unattended.
- c. Overnight parking on the street is **NEVER** permitted. The street must be open for snowplowing and emergency vehicles. Even though the lawn may be frozen, parking on the lawn is not permitted at any time.
- d. If you have permission to use a neighbor's driveway for parking, you are responsible for removing your vehicle, because that also needs to be cleared and the walkway shoveled.
- e. Owners are responsible for moving cars during a snowstorm. If the vehicles are not moved and the plow contractor has to return, a minimum of \$100.00 will be billed to the owner.

### 3. FURNACE INSPECTION AND WINTER HEATING

All owners MUST submit proof YEARLY of a furnace inspection to the Management Company. *A form will be sent out by the Management Company on July 1st to every owner and must be filled out and returned within 30 days.* This is to protect the Association from damage claims for malfunctioning furnaces and to protect all Unit Owners from potential damage.

Owners who leave the area during the winter must install a red light warning thermostat in their unit, and provide the Management Company with a key to access their unit, if needed, *or give proof of membership in the freeze alert program, or notify Management the unit has been winterized.* The Board requires this to protect the unit and unit neighbors during the cold spells of the winter months.

### 4. HOT WATER HEATER INSPECTIONS

(in appropriate units)

Owners must have their hot water heater serviced, and be aware that age and water will cause them to fail and leak. The hot water heaters are the property of the Unit Owner.

### 5. PETS

Dogs or cats kept by owners, renters or guests must not interfere with the comfort, safety, convenience, or enjoyment of occupants of other units. It is a pet owner's responsibility to pick up and dispose of the dog's debris anywhere on the property immediately after its dropping. A dog may not be kept outside a unit on a long lead or rope. It is a threat to a neighbor's comfort and enjoyment as well as potentially damaging to the grass or shrubbery. All cat litter must be properly removed from site by sealing it in plastic and putting it into the pet owner's trash.

All pets must be kept in their unit or on a leash when in the common areas, and any toys or balls used in play must not be left on the lawns. (A hazard for the mowers.) Dogs and their owners are subject to applicable Town of Kennebunk ordinances and the State of Maine Leash Law. ("It is unlawful for any dog, except a hunting dog, to run at large in Maine.")

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 occupant.

### 6. DECKS/OPEN FIRES

Decks shall be kept in an orderly fashion at all times. The State of Maine has passed a "right to dry" bill which does allow unit owners to dry laundry on their decks. However, articles may not remain out once they are dry. Nothing may be attached to the vinyl security fences. Objects shall not be placed on, or hung from, the deck railings, or in any other manner placed such that there would be a reasonable risk of the object falling from the deck. **IT IS THE RESPONSIBILITY OF THE INDIVIDUAL OWNER OR RENTER/LEASEE TO CLEAR THE DECK OF ICE AND SNOW.**

Open fires are not permitted on limited common elements or common elements at Glenwood Terrace Condominiums. This does not limit gas grills or charcoal grills, but **NO** other types of fires are permitted.

## 7. OBSTRUCTION OF COMMON ELEMENTS

Unit Owners shall not cause, nor shall they allow obstruction of common elements except as the Directors may in specific instances expressly permit, and at which time owners will be notified. (Ex. community yard sale)

## 8. UNIT OWNERS' REQUESTS

Any request must be made in writing to the Board of Directors and the Management Company. An acknowledgement and response will be sent within a week. Non-emergency updates or repairs, desired by a Unit Owner, before Association funds are adequate, may be paid for by the owner, but must be done in keeping with Association Rules and Regulations, and a specific written request submitted to the Board of Directors **before** the update or repair.

## 9. ALTERATIONS AND ADDITIONS TO UNITS

Board approval is required to expand or attach a structure to the unit: decks, enclosures or any change to a common element.

There shall be no protrusions (ex. bow windows) at any level above or below the deck floor. Footings holding the structure must be revised to hold the weight of the new structure and its contents, including people.

Clearance and access must be maintained in some fashion for the vents (dryer, power, chimney) to be used safely now and in the future.

The wall of the main building must not be the physical support holding up the enclosure. Interior room height must be the same from floor to ceiling as is the standard wall height in the unit. Structures are not to exceed one story.

Exterior color must be the same as the current building and trim color(s). Clapboards must match the trim and siding of the main unit. The roof must be of the same material and match in color the shingles on the unit proper.

Electrical and plumbing services must meet all local codes.

### Part One: Preparation for Construction

According to the Declaration of Condominiums, each Unit Owner must have prior written approval from the Board of Directors. Requests for adding an enclosure or a change to a common element must be submitted to the Directors and must include the following documentation:

- A. A full set of building plans outlining work to be done.
- B. A Certificate of Liability from the company/contractor doing the work. Minimum: (one million dollars).
- C. All required permits from local, state, and federal agencies.
- D. Proof of insurance for total replacement cost of the building in which the unit is located.

- E. A waiver of liability for Glenwood Terrace Condominium Association, signed and notarized, waiving the Association harmless for the project proposed, and stating that the owner and future conveyance will be held responsible for all maintenance of the deck, enclosure or change to a common element and any repairs needed to the unit wall affected by the placement of the deck, enclosure or change to a common element, and that the Association can when necessary request/order maintenance to be done to keep the unit secure and in good appearance.

Part Two: Construction Inspection

Inspection of the project must be carried out during construction to assure appropriate and proper work.

- A. Applicant will provide proof of Town Code Enforcement Officer inspection(s).
- B. Applicant will provide Association with a copy of the Certificate of Occupancy.

### **10. STORM DOORS**

All owners are required to install and maintain a storm door at owner's expense to protect the unit's door from premature wear due to the weather. If not done, the Association will install one and bill the owner.

### **11. SIGNS**

Unit Owners may not display "For Sale," "For Rent," political or advertising signs in the windows or in front of any unit. A realtor's "Open House" sign may be placed at the end of the driveway only for the hours of the open house. Signs are not allowed to be placed on the lawn at the entrance to the complex by owners or agents, as a "unit for sale" sign will hang from the Glenwood Terrace Condominium sign. A house number must be placed where it may be seen easily by emergency vehicles.

### **12. AUDIO, VISUAL AND MUSICAL INSTRUMENTS**

The volume of audio, visual, and musical instruments shall be turned down between 11:00 p.m. and 8:00 a.m. and shall, at all times, be kept at a sound level which will not disturb the occupants of the neighboring unit(s).

### **13. OFFENSIVE ACTIVITY**

No noxious or offensive activity or disturbing noises shall be carried on in either a unit or the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other Unit Owners or occupants.

### **14. LAUNDRY**

No Unit Owner shall hang laundry, rugs, or drapes, and the like out of a unit. No clotheslines will be permitted.

## **15. SPORTS**

Sporting equipment, portable or otherwise, is not allowed in the common elements. Bicycles, skateboards, and roller blades should be used only during normal daylight hours, and the user should adhere to the rules of safety and courteous behavior.

## **16. RECREATIONAL ACTIVITIES**

No boats, snowmobiles, motorcycles, or other recreational vehicles shall be allowed to be stored on any common element.

## **17. SATELITTE DISHES**

Federal Law under the FCC states that the 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" in diameter; 4) Dishes may only be placed on rails or decks. A written request must be submitted to the Board of Directors for approval prior to any installation.

## **18. PLANTINGS/LANDSCAPING**

A Unit Owner wanting to remove/add a shrub must send in writing a request and receive permission from the Landscape Committee, a subcommittee appointed by the Directors. Those who wish to plant flowers in the unit's dooryard shall be responsible for the upkeep. These plants will not be included in the grounds maintenance budget.

## **19. SPEED LIMIT**

The speed limit on Chickadee Lane is 15 miles per hour for the protection of any pedestrians and children at play.

## **20. RUBBISH DISPOSAL**

All household trash will be stored inside and placed at the end of the driveway before 6:00 a.m. on Thursdays. Trash must be placed in Kennebunk plastic bags or in a trash barrel with a Kennebunk tag attached. Kennebunk trash bags may be purchased at local stores. Large bulk items must be taken to the Town of Kennebunk's Recycle Center on Sea Road for disposal. There is a charge for these items.

## **21. RENTAL OF UNITS**

Only Unit Owners may rent a unit to another person or persons and only then to not more than five persons per unit. No tenant may sublet the premises or allow more than five persons to occupy the unit at any one time. *The Board of Directors requests that renters/leasers seek a year's commitment for the condominium, which is binding-* All rental agreements must be in writing and must make the tenants' occupancy subject to the Declaration, By-Laws and Rules and Regulations. A copy of the lease of any unit must be delivered to the Board of Directors or Management Company within seven days of its execution. Such copy need not disclose the

rental fee. The Unit Owner shall also provide Management with a copy of the CURRENT Glenwood Terrace Condominium Rules and Regulations signed by the tenant, along with the lease.

In the event a unit is occupied under a lease arrangement, the Unit Owner SHALL BE RESPONSIBLE for any and all damages and/or violations of the Condominium By-laws and Rules and Regulations, including payment of any insurance deductible amounts.

## **22. INITIAL JOINING FEE**

All new owners buying at Glenwood Terrace are required to contribute a non-refundable, one-time payment equal to two months' fees. This is to be collected at the time of closing and forwarded to the Association.

## **23. LATE CHARGES**

Monthly fees shall be due and payable the first day of each month. All fees, including all assessments, in arrears after the 15<sup>th</sup> of each month are subject to a late fee of \$25.00 and 1 ½% (one and one-half percent) of the outstanding balance. Those who choose to pay their fees quarterly would not be subject to a late fee until 45 days have passed.

## **24. FINES FOR VIOLATIONS OF ASSOCIATION RULES & REGULATIONS**

Any owner who is in violation of these Rules and Regulations will be given a written warning. If the violation has not been corrected in the time allowed, the Unit *Owner will be fined \$25 per month*, per violation, until the offense is discontinued.

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Signature of Renter or Lessee

\_\_\_\_\_  
Date

Amended October 2010