

HIGH BLUFF CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

REVISED September 9, 2014

High Bluff is a small residential community located in a lovely convenient part of Kennebunk. We all desire to be proud of the place in which we live.

These Rules and Regulations are provided for the Unit Owners in order to assure the peaceful and orderly use and enjoyment of the Condominiums and Common Areas, as well as to protect and enhance the value of all the property.

By living together and pooling our resources, we gain many advantages. However, we do lose a little of our privacy and we need to be very emphatic and considerate of our neighbors. Condominium living is more like living in an apartment, but you own the interior of the unit. You are free to make changes to the interior as long as it does not affect the structural integrity of the entire building. Once you step outside of your condominium there are restrictions, just as when you live in an apartment. These restrictions are for the benefit of the entire community and are intended to protect and enhance the value of the owner's property.

It is the purpose and intention of the High Bluff Condominium Association (the "Association") to maintain well managed buildings and grounds (collectively, the "Property"). The Association's Board of Directors (the "Board") welcomes the cooperation of each Unit Owner(s) in the enforcement of these Rules and Regulations so as to assure the peaceful possession and proper use of the property by all Unit Owners, their Guests and Lessees. The provisions herein are supplemental to the relevant content contained in the Association Declaration, By-Laws and related Amendments, governed by the terms of the Condominium Act of the State of Maine, which remain in full force, and any restatement of certain rules and regulations is for purposes of clarity and understanding. To the extent that the Rules and Regulations contained herein in any way conflict with the Declaration and By-laws, the Declaration and By-laws will prevail to the extent of any variation, inconsistencies or ambiguities and such language that is not contrary to law.

All residents, guests and renters are expected to abide by these Rules and Regulations, which is meant to supplement the Declaration and By-Laws of the High Bluff Condominium Association. All owners received a copy of the By-Laws at the time of the purchase of their unit.

A. CONTACTING THE BOARD, PROPERTY MANAGER; ADDRESS FOR PAYMENTS

1. Monthly condominium fees, fines, fees, and all other financial transactions should be made payable to High Bluff Condominium Association and mailed to:
c/o Mount Vernon Proprietors, Inc.
139A Charles Street
Suite 305
Boston, MA 02114

2. All communication, correspondence, forms and requests should be made directly to the Property Manager via
email to, livewell@mvnewengland.com
fax to, 866-380-4516
mail to, 139A Charles Street
Suite 305
Boston, MA 02114

3. Urgent matters should be directed to the Property Manager at 888-272-3167 Option 1.

4. These Rules and Regulations, the Declaration, By-laws and various Association forms are available for download from a password-protected website operated by the Property Manager. Unit Owners and their authorized agents only may access this information.

B. EMERGENCY PROTOCOL

5. Allocated for future use.

C. AUTHORITY

6. These Rules and Regulations have been adopted by the Board under the powers and duties conferred upon it by the Declaration and By-laws of the Association. All Unit Owners, in addition to any other obligations, duties, rights, and limitations imposed upon them by the Association's Declaration, Bylaws and Maine Condominium Act, are subject to these Rules and Regulations.

7. These Rules and Regulations may be revised in any way, at any time, by the Board, as conditions warrant, provided that a written communication is sent to the Unit Owners advising them of the change.

8. The Board shall have the authority and duty to enforce these Rules and Regulations and may impose a fine for any infraction of same.

9. Unit Owners are responsible for ensuring compliance with the Rules and Regulations. As such, the Unit Owner is responsible for their own behavior and that of their Family

Members, Lessees, Agents, Workmen, and any and all Guests of the aforementioned groups of people (collectively "Occupants") in their units and assumes full responsibility for such persons while they are within the Property boundaries. Any fine, fee or penalty levied under the Declaration, By-laws or these Rules and Regulations as a result of an infraction by a Lessee, Guest or other Occupant shall be charged to and become the responsibility of the sponsoring Unit Owner.

10. These Rules and Regulations will be reviewed periodically by the Board and amended as necessary to better serve Unit Owners.
11. The Board and its authorized agents, including the Property Manager, contractor or workman may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, Bylaws, and these Rules and Regulations. Efforts shall be made to notify Unit Owners and Occupants in order to minimize inconvenience.
12. These rules and regulations are applicable to all residents, their visitors or a lessee of the unit. These rules and regulations constitute an addendum to the High Bluff Condominium Association Declaration and By-Laws.

D. ADDITIONS TO EXTERIOR BUILDINGS AND APPEARANCES

13. Changes affecting the appearance of the exterior of any condominium and common area such as signs, air conditioning equipment, deck enclosures or enlargements, major landscaping alterations or plantings, described as vines, shrubs, or trees (excluding perennials or annual flowers) etc. shall be made only with the consent of the Directors of the Association. Requests must be made in writing to the Board of Directors. Please see attached Addendums A (High Bluff Condominium Association Construction Approval/Building Procedures B) High Bluff Condominium Association Waiver of Liability, Addition of a Room. Owners are encouraged to communicate any potential plantings with the Board of Directors in writing.
14. Decks which are an extension of a Unit shall be maintained in such fashion as to meet safety and aesthetic standards established by the Association. This means that decks shall be kept in an orderly manner. No, wood or charcoal-burning stoves are permitted on the decks without proof of insurance. No outdoor fireplaces are allowed on decks. Caution shall be used with gas and charcoal grills when cooking.
15. Common areas shall be kept free and clear of all rubbish, debris and unsightly materials. No clotheslines are permitted on Decks or Common Areas. No articles may be hung out of a Unit, which includes the Deck, or exposed to a Common Area.
16. "For Sale" or "For Rent" or advertising signs, are not permitted in windows. One small Realtor sign or "Sale By Owner" sign is allowed on the grass in front of a unit. Two Realtor signs are allowed on the front grass between the entrances on Fletcher Street. The sign in

front of the unit should be small, while the larger "For Sale" sign may be used on the front grass.

17. Satellite Dishes-Satellite dishes may be installed under the following conditions: 1) the dish may not exceed 12 inches in diameter 2) dishes may not be installed on the roof, or through the siding or building trim, or on the front of the building. A request for location of a satellite dish must be made to the Board of Directors in writing.
18. Winterization of Unit- If an owner will be absent from their unit during the winter months they must maintain the unit at 50 degrees Fahrenheit, or drain the unit of all water by a certified plumber and sign a WAIVER OF LIABILITY FOR WINTERIZATION OF UNIT (see Addendum)

E. NOISE AND ACTIVITIES

19. Unit Owners, Guests and Renters, as well as children, will be expected to reduce noise level after 10:00 p.m., so that neighbors are not disturbed and AT NO TIME are radios, stereos, televisions, voices, etc. to be so loud as to become a nuisance. When using Decks, no activities and noise are permitted that will interfere with the rights, comfort or convenience of other Unit Owners.

F. PROPER MAINTENANCE OF UNIT AND INSURANCE COVERAGE

20. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness. Unit Owners are responsible for Insurance coverage of contents, public liability and improvements. High Bluff Association insures your buildings.

G. COMMON AREAS

21. The common area is any place outside of the four walls of a member's unit. It is imperative that all members and tenants understand that they may not do anything to change anything in the attic and crawlspace, or, out of doors, without permission of the Board of Directors. If a member alters anything in the common area they are responsible for their costs. If there is any damage due to the alteration, they will be held financially liable for repair of the damage resulting from that action.
22. There shall be no use of Common Areas which injures or scars such areas, or the plantings thereon or increases the maintenance or insurance. Improvements, maintenance and landscaping shall be done by the Association, or in such cases where permission of the Association has been obtained. No Owner, Renter, Guest, or their children, may use or maintain Common Areas for any purpose which would constitute a nuisance or be offensive to other Owners. No personal items such as canoes, kayaks, bicycles, children's slides, storage bins, etc. can be left in the common areas.

H. HOUSEHOLD PETS

23. Dogs and cats will be allowed at High Bluff, but Owners are to make sure that their pets do not become a nuisance to other Owners. No pet shall be allowed to relieve itself on walks or paved streets. Each Owner shall hold the Board harmless against loss or liability for any action of his pet within High Bluff. Please observe the Kennebunk leash law. Owners are expected to be responsible for picking up all fecal matter at the time they are walking their dog. No dog may be tied up outside of a unit unless accompanied by their owner.

I. TRASH REMOVAL

24. Trash shall be placed in the dumpster provided. Cartons should not be put in the dumpster. Furniture and bedding, such as mattresses, must be taken to the dump. Please be certain that the cover of the bin is closed to maintain a neat appearance. Please consider recycling. There is a small recycling area next to the dumpster. However, when the bins are full you may not leave items in the area if they do not fit into a bin. Consider the option of going to the town recycling center on Sea Road when the bins are full.

J. AUTOMOBILE USE AND PARKING

25. Owners and Renters shall be responsible to see that neither they nor their Guests interfere with the rights of other Owners in the appropriate use of parking spaces. Please do not park on lawns. It is necessary to move cars during the winter months so as not to interfere with snow removal. Parking areas shall be used only for the purpose of parking motor vehicles, excluding commercial vehicles. Boats, snowmobiles, campers, trailers, or unmuffled or inadequately muffled vehicles are not allowed. No unregistered motor vehicle or one that is inoperable shall be kept or stored at High Bluff. This is essential due to space limitation.

26. During winter, each unit is limited to 2 vehicles on the property. Guest parking shall be allowed on a first come, first served basis. During snowstorms, overnight guest parking is prohibited.

K. LEASE AND RESALE

27. Should an Owner decide to Rent, Lease or Sell their Unit, there are certain releases, information and regulations to be obtained from the Association.

28. The minimum rental period is six consecutive months by the same Lessee.

29. Unit Owners are required to enter into a written lease with any Lessee and to execute, along with the Lessee, the Association's Lease Addendum Form.

30. There may be no more than three occupants in a two bedroom unit, and no more than two occupants in a one bedroom unit without approval of the Board of Directors.

L. COMPLAINTS

31. Complaints of violations of these Rules and Regulations should be made to the Directors in writing. If the Directors feel that the complaint is justified they will take necessary action.

N. SNOW PARKING AND REMOVAL PROCEDURES

Vehicle Parking During a Snowstorm

32. All automobiles are to be moved to the front of units. There are to be no automobiles in the guest parking area during the storm. This will allow the snow plow to clear snow from the guest parking areas.
33. After a storm is over, any automobiles which are still in front of units are to be moved to the guest parking area by 11:00 A.M. This will allow the snow plow to clear snow from the parking areas in front of units.
34. If a Unit Owner plans to be away during long periods or when a snow storm is predicted, they should move their vehicle(s) to the guest parking area closest to the recycling area.
35. Any automobiles remaining in front of a unit are subject to towing.

Walkways and Shoveling

36. Please avoid using de-icers composed of rock salt or other environmental hazards. These can damage concrete, asphalt and lawns. Look for de-icers that use potassium, calcium, or magnesium chloride.
37. Please do not shovel snow back onto the parking lot.
38. Take care when shoveling around the white flashing along the edge of the kickboards and front entryways.

O. GRILLS; PROHIBITION OF CERTAIN OPEN FLAME DEVICES

39. Grills of any type are prohibited from being placed on decks. Charcoal grills, chiminellas and fire pits are prohibited at all times on the Property.

P. DRYER VENTS

40. Unit Owners own and are responsible for the maintenance and repair of dryer vents connected to their Unit. The Association requires Unit Owners to maintain their ductwork in a responsible manner so as to minimize the possibility of a fire or other hazardous condition. This includes regularly inspecting ducts and cleaning lint build-up. It is recommended that Unit Owners contract with a professional to clean their duct work on a regular basis.

Addendum A

Fines and Penalties for Violations of By-laws, Rules and Regulations

Non-payment of Condominium Fee, Assessments

41. Condominium fees are due on the 1st of each month. If payment is not received by the 10th day, the payment is considered "late" or in "default".
42. Monthly condominium fees and assessments received after the 10th day shall be assessed a late fee of \$25.00 per infraction. The Association is not required to issue monthly invoices for condominium fees although it may, at its option, issue them. It is incumbent upon the Unit Owner to make timely payments of these amounts according to the prescribed schedule.

Interest on Balances

43. Any and all amounts (including fees, fines, late condominium fee and assessment payments with the exception of accrued interest) due and payable to the Association are subject to a monthly interest charge equal to 1 ½% of the then outstanding principal balance. Interest shall be charged on all amounts past due in excess of 30 calendar days cumulative month to month until such outstanding balance is paid in full.

Infraction of Declaration, By-laws, Rules and Regulations and other Policies

44. An infraction of the Declaration, By-laws, or Rules and Regulations other than for non-payment of Condominium Fees, Assessments or past due balances shall be addressed as follows:
 - a. First notice of infraction, a written notification will be delivered by mail or email with a stated date by which the infraction must be cured.
 - b. If the infraction has not been cured within the allotted time frame or if there is a second infraction, a fine of \$50.00 per day per infraction shall be levied against the Unit Owner until the infraction is cured.
45. There shall be of \$25.00 applied for any check returned or not honored by the Unit Owner's financial institution.
46. Unit Owners in arrears are subject to having a lien placed on their Unit. All costs associated with preparing, filing and discharging the lien shall be the responsibility of the Unit Owner and charged to the Unit Owner's account.
47. The Association reserves the right to pursue collection of amounts due the Association by any and all means as prescribed by law.

48. The Unit Owner shall have the right to appeal to the Board within 30 days of first notification.

Cost of Collection

49. Pursuant to the provisions contained within the Declaration and By-laws all costs, including corrective actions taken by the Association, recording and removing liens, reasonable attorney's fees, administrative costs, and costs of collection shall be charged to and become the responsibility of the Unit Owner.

Addendum B

Construction Approval/ Building Procedures

I) Preparation for Construction

According to the Declaration of Condominiums each unit owner must have written prior approval from the Association Board of Directors and from the owners of the abutting condos. Request for adding a room/deck must be submitted prior to construction to the Board of Directors and must include the following documentation:

- a) A set of building plans outlining the work to be done.
- b) A Certificate of Liability from the company/contractor doing the work (minimum: 1 million dollars) and proof of workman's compensation (minimum of \$500,000).
- c) A waiver of liability for the 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, room and any repairs needed to the unit wall and/or unit affected by the placement of the room; and that the Association can when necessary request/order maintenance to be done to keep the unit, deck, and room safe, secure and in good appearance.
- d) Prior to actual construction, a building permit from the town of Kennebunk.

II) Construction Inspection

Management inspection of the room/deck must be carried out during construction to assure appropriate and proper work.

- a) Applicant will provide proof of Town Code Enforcement Officer inspection(s).

III) The Board of Directors has adopted the following "Building Procedures."

- a) Board approval is required to expand or attach a structure to the unit (deck, sunroom, room). There shall be no intrusions (e.g. bow windows) at any level above or below the deck floor.
- b) Footings holding the structure must be adequate to hold the weight of the new structure and its contents, including people.
- c) Clearance and access must be maintained for the vents (dryer, power) to be used safely now and in the future.
- d) The walls of the main building must not be the physical support holding up the sunroom. The addition must be attached with a proper and appropriate structural connection.

- e) Structures are not to exceed one story and not to exceed the width of the unit and 12 feet in depth. If the building inspector further limits the width and depth of the proposed porch, sunroom, and/or room, the building inspector's ruling shall take precedence over the above dimensions.
- f) Exterior color must be compatible with the current building and trim color. If shingled, the roof must be of the same material and match in color as the shingles on the proper unit.
- g) Electrical and plumbing services must meet local codes.
- h) Heat, if installed, must be hard-wired, preinstalled baseboard to match current electric unit heating and must meet local code.
- i) Applicant will provide association with a copy of the certificate of occupancy.
- j) Finished construction must comply/conform to plans originally supplied and approved by the board.

Addendum C

Waiver of Liability for Addition of a Room

I, _____ owner of Unit # _____ hereby hold the High Bluff Condominium Association harmless for the project proposed, and that I as owner and any future owner will be responsible for all maintenance of the room and any repairs needed to the unit wall, or other common areas or limited common areas affected by the placement of the room; and that the Association can when necessary request/order maintenance to be done to keep the unit, deck and room safe, secure and in good appearance, , at my/the owners expense. I, _____, will provide proof of insurance for total replacement cost of the addition to be constructed.

Name - Unit ____ Owner
High Bluff Condominiums

Date

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 2007

My commission expires on: