

NARRAGANSETT BY THE SEA
CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

Effective January 1, 2011

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INTRODUCTION

Most of us come from a background of private home ownership and are accustomed to do as we wish on our own property. Here at the Narragansett-By-The-Sea Condominiums, we are 43 owners of these two buildings and facilities on common grounds. We are, in a sense, a large family. If we are to live together harmoniously, and if we are to have peaceful enjoyment of our property, we must accept and live by the following rules which are in keeping with the more formal requirements set forth in the condo documents.

The Board of Directors is entrusted by vote of the Unit Owners to preserve and maintain our buildings and facilities. The rules and regulations are enforced by them to preserve each individual unit owners rights, while protecting the interest of the whole.

Please read and honor these rules. In the event that a unit owner has a complaint or grievance, the Board of Directors request that it be put in writing, addressed to the Board, for its consideration. If the Board believes that the complaint is justified, it will take whatever action it deems necessary, including the levying of fines, if appropriate. A unit owner may request and shall receive a hearing. The complaining party will be notified in writing by the Board as to what action has been taken or will be taken.

A. Parking Lot

Each unit is entitled to one reserved parking space, marked by unit number. In addition, provision has been made for one additional space per unit. Please ask your guests to park in visitor parking, i.e. any unmarked space.

1. Autos parked in another owner's space are subject to towing.
2. There is no parking allowed in fire lanes. 10 minute loading or unloading is permitted, but is limited to that time, failing which cars are subject to towing.
3. Repairing or servicing of automobiles is not permitted.
4. Washing of automobiles is permitted only in the visitor parking areas, parallel to Peninsula Avenue, using water from the pool outlet only. Please use a nozzle with shut off on the hose so that water is not running continuously during the soaping, washing, rinsing process.
5. If you are planning a party, contact other unit owners to see if their spaces may be available. Kennebunk Beach stickers are available at the Town Hall for your own vehicles; by using these and parking on the street, you will free up one or two more spaces. Please be aware, however, that no overnight parking is permitted on the street.
6. Campers, boats, trailers and commercial vehicles are not permitted in the parking lot. Vans and empty pick-up trucks are permitted providing they do not have commercial lettering or signs. Exceptions are moving trucks, delivery trucks, on-site construction vehicles, and repair or service vehicles during the business hours of the day on which their business is taking place. The manager should be contacted for any needed variance,
7. There will be no sport activities allowed in the parking/driveway areas.

Please be aware that we are in a flood hazard zone, and at times, particularly during and after winter storms, the parking lot may become unusable and you may have to find alternate parking.

B. Pool

Pool rules will be posted in the pool area as follows:

1. Pool hours are 8 am to 9 pm.
2. Please carry identification; you may be asked to identify yourself.
3. Children under the age of fourteen will be allowed to swim only when accompanied by an adult.
4. No pets are permitted in the pool area.
5. Showering is required just before entering the pool to remove oil and sand.

6. No drinking glasses or glassware are permitted in the pool area. Cans, styrofoam, plastic, or paper cups may be used.
7. When using a lounge, cover the entire top surface with a towel.
8. Each resident or guest should clean up and dispose of any trash and replace lounges around the pool deck before leaving the pool area.
9. Infants of diaper age are not permitted in the pool.
10. No floats are permitted in the pool.
11. Running, rough-housing, boisterous play, and/or organized games are not permitted.
12. Headphones are required on all radios or tape players.
13. Since there is no lifeguard, DO NOT SWIM ALONE, FOR YOU DO SO AT YOUR OWN RISK.
14. The pool area must be locked whenever it is not in use. The last person leaving shall assume the responsibility of locking up.
15. Noise levels shall be kept very low at the earliest and latest hours of use.
16. Non-resident owners are not allowed to use the facilities while their unit is being rented.
17. All guests of owners in residence, or lessees, must notify building management of their intent to use the facilities. All current Rules and Regulations of the facility shall remain in effect.

C. Tennis Court

Court hours are 8 am to 10 pm.

Court rules will be posted in court area and are as follows:

1. Please carry identification; you may be asked to identify yourself.
2. Court is to be used according to a sign-up sheet.
3. A one-hour time limit should be observed for singles games.
4. A one and 1/2 hour time limit shall be observed for doubles games.
5. Tennis shoes are to be worn.
6. No drinking glasses or glassware are permitted in the court area. Cans, styrofoam, plastic, or paper cups may be used, provided they are disposed of upon leaving the area.
7. No pets are permitted in the court area.
8. Chairs are not permitted in the court area.
9. The court is not to be used for any game other than tennis. Bicycles, skates, skateboards, etc. or other similar activities are not permitted in the court area.
10. The court area shall be locked whenever it is not in use. The last person leaving shall assume the responsibility of locking up.
11. Noise levels shall be kept very low at the earliest and latest hours of use.
12. Non-resident owners are not allowed use of the court while their unit is being rented.
13. All guests of owners in residence, or lessees, must notify building management of their intent to use the facilities. All current Rules and Regulations of the facility shall remain in effect.

D. Quarterdeck Lounge

1. Hours of use of the lounge are 8 a.m. to 12 p.m. (midnight). Pets are not allowed in the lounge.
2. Unit owners may reserve the use of the Quarterdeck Lounge for private use on a -first come basis. Requests to be made in writing to the Board of Directors, accompanied by a deposit of \$100.00 per day

of use. The fee for this use will be a minimum of \$100.00, or any greater amount required by the cleaning company engaged by the Association, depending on the effort required to restore this facility to usable condition. This fee may also be affected by the day of the week in which the room is used, since this cleaning should be done by noon of the following day in order that the room may be used by others.

3. No reservations for use of the Quarterdeck Lounge will be accepted for the following major holidays: Celebration date and actual date of July 4th or Labor Day weekend. With the exception of the dates previously mentioned, the lounge is available for rental from the Saturday after Memorial Day to the Saturday after Columbus Day.
4. The West side door is the entrance to the Quarterdeck Lounge; the East side door is to be reserved for emergencies.
5. Tenants may not reserve the Quarterdeck Lounge for their private use; tenants may, however, use this facility informally.
6. The Quarterdeck Lounge will not have water service from November through April.

E. Trash Disposal

1. All household trash shall be bagged and tied; newspapers shall be bagged or tied. Cans and bottles shall be deposited in the proper containers. Disposal shall be made into the dumpster in whichever bin is not full. A walkway is constructed around three sides of the dumpster for easy access.
2. Trash must not be left beside or on top of the dumpster, since seagulls and other animals then open and scatter it.
3. Any large boxes or cartons should be broken down and left beside the dumpster.
4. No large objects can be accommodated.

F. Halls, Stairways, Entrances, and Grounds.

1. Stairways, sidewalk entrances, and hallways should not be obstructed in any way.
2. No decorations are permitted on doors; nor should any personal goods, including doormats, be left in hallways.
3. Unit owners should be aware that damage caused to common areas, which results in additional cleaning, maintenance, or other common expense as a result of private parties, misconduct of residents or guests, delivery to, independent maintenance of or construction within a unit, will result in a special assessment to the unit owner responsible for the additional expenses.
4. Inner security doors for both buildings shall be locked at all times.
5. Outdoor cooking may be done only in the grassy area between the pool and Peninsula Avenue. Any other common outdoor area may not be used for cooking, or for picnicking, sports activity, or excessive noise.

G. Storage

1. Storage areas are solely for storing of common goods and supplies such as tools and pool furniture.
2. No combustible, flammable, or explosive materials are to be stored in units or elsewhere within or beneath structures.
3. Limited storage space beneath Building #1 can be used on a first come basis by arrangement with the Board of Directors upon written request.

H. Decks

1. Unit owners are responsible for keeping their porches, decks, and/or balconies clean and orderly.
2. No rugs, laundry, beach towels, etc. shall be stored or draped on decks or over railings.
3. No shaking of rugs or dry mops is allowed over decks.

4. Trash, garbage cans, or litter are not permitted on decks or balconies.
5. No outdoor cooking may take place on decks; nor may cooking equipment or supplies be stored there.
6. Please see Common Area Section for areas designated for cooking on grilles.
7. Unit owners are responsible for removing and/or securing porch furniture in the event of high winds or storms; if it is necessary for management to perform this service, the unit owner will be assessed accordingly.
8. Placement of items other than flowers and furniture on decks must receive approval by the Board.

I. Exterior of Buildings

Changes affecting the appearance of the exterior of the buildings are generally prohibited. Such changes may be made only with the written consent of the Board of Directors, given consistently with the intent of the Documents.

Well-secured flowerpots shall be the exception to this rule.

J. Pets

1. Only one pet customarily kept in a household is allowed per unit and that pet must be registered with the Board of Directors.
2. Tenants and guests may not bring pets.
3. A registered pet may be kept in the unit, provided that it is not kept, bred, or maintained for any commercial purpose and does not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb an owner or resident of a unit.
 - a. In addition to its other remedies, the Board of Directors shall have the power to order a pet permanently removed from the property upon seven (7) days written notice to the owner or custodian, thereof if, in its sole discretion, it determines that the pet endangers the health of or unreasonably disturbs any owner or resident of a unit.
4. Pets must be leashed at all times when on any common area.
5. Pets shall be walked along the periphery of the common areas only.
 - a. Pet owners are responsible for the removal of pet droppings.
6. Pets shall not be left unattended on, or tethered to, any patios, balconies, hallways, limited common areas, or any other structure.
7. Birds shall not be fed from the premises.

K. Fire Safety Procedures

1. Please remember that cooking on balconies, porches or decks is not permitted.
2. No storage of flammable, combustible, or explosive substances is permitted within units, in storage areas, or within structures.
3. Keep fire doors closed at all times.
4. Should a fire occur, or a fire alarm sound, please observe the following procedures:
 - a. Touch your exit door. If it is hot, do not open. If cool, proceed to nearest stairway.
 - b. Do not use elevator.
 - c. Knock on your neighbors' door as you pass on your way to the exit or stairway. You may be saving someone life.
 - d. Leave the building immediately, and DO NOT RETURN until instructed to do so by fire department personnel.

- e. Never assume that an alarm has been caused by anything other than fire. Complacency and non-compliance with evacuation procedures can result in injury or worse.
- f. Fire drills may occur on occasion, with notice.

L. Rental Procedures

1. 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.
2. Rentals to groups or consortia are not permitted.
3. 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.
4. 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 and Regulations before commencement of the rental. The owner, as well as the tenant, is responsible for compliance with these rules. Penalties assessed for violations and damages by tenants are the responsibility of the owners; any such costs will be billed to the owner (monthly). Unpaid penalties become a lien against the property.
5. Subletting in whole or in part is not permitted.
6. Owners may not use the amenities of the Association during the rental term.

M. Winterizing of Units.

If leaving a unit unoccupied for over 24 hours during the Maine winter season (November 1 to April 30), unit owners are responsible for the following winterizing procedure:

Phases I and II

1. Turn cold water valve off above hot water heater. The valve is located above the hot water tank and is the one closest to the wall. This valve is in the off or closed position when turned clockwise looking down from the top.
2. Turn circuit breaker marked hot water heater to OFF.
3. Open all faucets and drain. Leave faucets open.
4. Set heat at a minimum of 55 degrees in unit. Your storm windows and doors should, of course, be in place. Upon your return, reverse the procedure, in this order:
 1. Turn cold water valve back on.
 2. Allow hot water heater to fill up.

THEN

3. Turn circuit breaker to hot water heater to ON.
4. Close all faucets.
5. Listen for running water. YOU SHOULD NOT HEAR ANY RUNNING WATER.

If you do hear running water, close down system immediately, and call a licensed plumber. Also please contact the Narragansett office at 967-2436.

N. 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. For example, the winterizing procedure incumbent upon all residents will minimize damage but cannot guarantee that no pipe will ever freeze here at our Maine property.

Unit owners should be aware that damages caused to common areas or to a neighbor's 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 wish to consult their insurance agents about this liability.

The maximum amount that will be issued to a unit owner from a damage claim caused by a problem involving a common area shall be no more than five hundred dollars.

O. Process Issues

1. Fees and Penalties

It is within the power of the Board to levy fines or penalties after notification to the unit owner against whom a complaint is received, and a hearing, if requested. A progressive assessment system will be in effect for violating Association Rules. Failure to pay assessments will result in liens being placed against the unit owner for the amount of the assessment plus legal expenses including attorney fees.

2. Rules/Guidelines for Addressing Late Association Fee Payments

- A. All processes will be applied automatically by the Office Manager regardless of whom the delinquent unit owner is or any relationships they may have. This removes the Building Manager and Office Manager from any awkward situations with unit owners.
- B. Unit owners may contact the Condo Association Board for a hearing to discuss any extenuating circumstance and may make a request for a structured delayed payment plan. The unit owner is still liable for all late fees assessed at that point. If the Board allows a plan and the unit owner does not meet the scheduled payment date(s), all late fees and penalties that would have normally been applied will be in effect and the unit owner is responsible for payment.
- C. The unit owner is liable for all out of pocket expenses incurred by the Condo Association in relation to the collection process, including all attorney fees and court costs.
- D. After three months of unpaid fees the Board will notify the association attorney to record a lien on the unit (all associated fees are the responsibility of the unit owner).
- E. After three months the Board will notify the association attorney to begin formal legal action to collect all late fees that have been assessed to date (all associated fees are the responsibility of the unit owner).
- F. Late Fee Structure:
 - I. All members will be given an automatic 14 day grace period to be determined by the postmarked date. All fees are assessed based on the original due date which is the first of the month.
 - II. There will be an automatic \$50 late fee for the first (1st) month that a payment is delinquent.
 - III. There will be an automatic \$100 late fee for the second (2nd) month that a payment is delinquent. This fee is in addition to any prior late fee assessed.
 - IV. There will be an automatic \$150 late fee for each additional month beyond this point that a payment is delinquent. This fee is in addition to any prior late fee assessed.

The penalty for outdoor cooking in other than the set-aside approved area or storage of grilles or cooking fuels will be \$50.00 per incident. Each additional day of continued non-compliance will carry an additional penalty of \$10.00 PER DAY. Unpaid penalties will become a lien against the-unit owner's property.

The penalty for violation of the rental rules will be \$2000.00 per week of violation between Memorial Day and Labor Day and \$2000.00 per month of violation between Labor Day and Memorial Day.

Complaints about violations of these rules should be made in writing to the Board. If the Board believes that a complaint is justified, it will take whatever action is deemed necessary. The Unit Owner may request and shall receive a hearing.

The complaining party will be informed of the resolution of the complaint.

3. Delegation of Powers

The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to the manager or managing agent, if any, of the Condominium.

4. Passkey

The Board will retain a duplicate key to each Unit. No Unit Owner may alter any lock or install a new lock on any door leading into his Unit without the prior consent of the Board.

If such consent is given, the Unit Owner shall provide the Board with a new duplicate key for its use. It is not intended that any Unit Owner's privacy be intruded upon, and such key shall not be used except in cases of emergency.

5. Consent Revocable

Any consent or approval of the Board given under these Rules shall be revocable in the discretion of the Board at any time.

6. Resales/Refinancing

When the manager is contacted regarding a unit resale or refinancing, and upon receipt of a \$100 fee paid by the seller, he/she is to send the buyer (or his/her attorney or bank, as requested), the condominium documents, including By-Laws, Handbook of Rules, and a copy of a Resale Certificate.

8. Capital Account Contributions

All present and future owners are required to contribute an amount equal to three times their monthly maintenance fees at time of purchase to the Association's Capital Account. These funds will be returned when the unit is sold.

