

# **POINT ARUNDEL OWNERS' ASSOCIATION**

## **UPDATED RULES AND REGULATIONS**

**EFFECTIVE MAY 1, 2016**

Every condominium association has its Rules and Regulations. They are established to protect each owner's investment and to provide guidelines to owners, guests, and renters for the orderly day-to-day use of our buildings and grounds. The Rules and Regulations help to ensure that the structures and condominium ambiance that you purchased are not diminished.

As provided in the Association By-Laws and the Maine Condominium Law, the Board of Directors established the Rules and Regulations. They may be revised from time-to-time as needs and conditions change.

Owners, guests, and renters must comply with these Point Arundel Rules and Regulations as well as all laws, ordinances, and regulations of any governmental body having jurisdiction over Point Arundel. Violations of federal, Maine, or Kennebunkport laws or ordinances shall be considered a violation and will be dealt with by the Association Board and/or appropriate outside authorities.

By clarifying these Rules and Regulations, it is hoped that the need to enforce them will be a rarity. However, it is the Board of Directors', and our Property Manager's (if we have one) responsibility to inform owners of any violation of our By-Laws and Rules and Regulations. In fairness to all, they will be enforced.

In these Rules and Regulations, "Board of Directors" and "Board" may be used interchangeably for each other, as well as "Condominium," "Condominium Unit," and "Unit" may be used interchangeably.

### **BUILDINGS**

#### **A. Exterior**

1. Common Area is defined as all parts of the buildings and property outside of any condominium's interior painted walls. For example, the Association governs pipes behind the interior walls, parking lot, gardens, decks, patios, crawl spaces, etc.

2. The walkways and entrances shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings or any portions of the condominium property. For example: bikes, toys, and chairs are not permitted in these areas.

3. No article shall be hung or shaken from the decks, doors, or windows of the Units or placed on the outside balcony railings or the Unit. For example: draping of bathing suits, towels, carpets, etc., are not permitted.

4. The exterior of each Unit and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any owner in any manner without prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within or at the sole discretion of the Board. In other words, nothing may be done that changes the exterior appearance of any portion of the Unit, including walls facing common areas. For example, signs, decorations, clotheslines, etc., are prohibited.

5. To preserve a uniform, attractive exterior, all windows, sliders, lighting fixtures, steps, patio flooring, railings, decks, etc., must conform to building standards as established by the Board of Directors.

6. No items may be hung from patio ceilings except for a maximum of three potted plants in containers not exceeding one gallon each. For example, wind chimes, bird feeders, kayaks, etc., are not permitted.

7. No personal articles shall be placed or stored in any of the visible common areas (patios, porches, etc.) with the exception of decorative planter(s), gas/electric grill (in accordance with the Maine State Fire Code), and patio furniture

8. Satellite Dishes. F.C.C. rules state that the installation of satellite dishes may not be prohibited. However, Point Arundel guidelines for the use of such dishes are as follows: (1) Installations should be done in such a way as to minimize exposure to the public eye. One way to help accomplish this is to paint the dish the same color gray as our siding. (2) They may not be installed on the roof, through the siding, on balcony railings or building trim. (3) The dish may not exceed 39.37" in diameter, though smaller dishes are preferable.

9. Only open gas and electric grills will be permitted on the premises in accordance with the Maine Fire Code. Gas grills may only be used on first floor patios and in areas of those patios not under overhead decks, and only electric grills may be used on decks, in accordance with the Maine State Fire Code.

## **B. Interior**

1. Drapes and shades. All draperies, curtains, shades, or other window or door coverings installed within the Condominium Unit, which are visible from the exterior of the Unit or common area, shall have a white backing unless otherwise approved in writing by the Board. For example, the hanging of colored glass artwork is not allowed.

2. Signs. Unit owners may not display "For Sale" or "For Rent" signs, advertising, window displays, political signs of the like, in windows/sliders of any unit, or on decks or patios.

3. Winter Heating Policy. Each Unit owner who plans to be absent from the Unit during the winter season is required to prepare the Unit prior to departure. Units 1, 2, 17, 20, 21, and 24 **CANNOT** shut off the heat to their units as the upper units' water supply lines go through common wall units. These units must also maintain their cold temperature alarms. Two options are permissible.

A. Keep your heat on.

- Maintain your Unit at a minimum of 55 degrees (recommended by insurance company)
- Keep open cabinet doors that have pipes running through them (bath and kitchen)
- Turn off main water supply
- Check or have someone check your unit frequently – especially during extended cold weather

B. Winterize your Unit

- Pipe draining must be done by a licensed professional plumber.
- Proof of such work (invoice) should be sent to the Secretary of the Board. Owners wishing to drain their own pipes must complete an agreement to indemnify and hold the Association harmless from any and all liability and/or damages in the event of a broken pipe, water damage, etc., to their unit or any other unit. The Board will provide the document.

## **Grounds**

### **A. Landscaping and plantings**

1. The landscaping and plantings cover all grass, plants, flowers, shrubs, bushes and trees throughout the condominium complex. All landscaping and planting is the responsibility of the Board.

2. Alterations. Any alteration of the grounds, including, but not limited to, planting additional bushes or trees, removal of the same, placement of garden decorations, fences, and the like are not permitted. The purpose of this regulation is to maintain a consistent, integrated, and attractive appearance throughout the entire condominium grounds.

Owners desiring to plant annuals near their doorway may do so with prior written consent from the Board. It is the owner's responsibility to maintain the area where

personal flowers are planted.

## **B. Parking Lot**

1. Vehicles modified from original manufacturer, trailers, boats, campers, motor homes, motorcycles, mopeds, and trucks heavier than 6,000 pounds are not allowed on the property at any time.
2. Residents' vehicles must be parked in parking space(s) assigned to their Unit unless prior permission was obtained to park in another's assigned space. If it is necessary to use another owner's space, one of the parking cards should be displayed on the vehicle's dashboard identifying the location of the driver. Parking for guests is available during the day on the beach road, overnight along Ocean Avenue along the beach and, with permission, in the side lot at the Colony Hotel.
3. Parking spaces may be reassigned at the Board's discretion.
4. Any Unit owner, guest or lessee who has a vehicle that is leaking fluids, or poses some other danger to the environment or other occupants, has the responsibility to correct the situation in a reasonable period of time or to remove the vehicle from the premises. Should such a this situation not be corrected, the Board reserves the right to have the vehicle towed at the Owner's expense. This Regulation is to preserve the parking lot surface and to limit the Association's personal and/or other liability exposure.

## **C. POOL**

1. The swimming pool may be used between the hours of 7:00 A.M. and 10:00 P.M. Children may not swim until 9:00 A.M.
2. Adult swim and quiet hour is noon to 1 P.M.
3. No children under the age of 12 will be allowed in the pool area unattended.
4. Children in diapers or not potty trained, or children under three years-of-age are not permitted in the pool. The possibility of waste entering the pool presents a severe health hazard to other pool users.
5. Large floats, rafts, or similar equipment are not allowed in the pool.
6. To comply with insurance requirements, and to avoid accidents, users of the pool area shall not engage in ball playing, throwing objects, or in in games involving running.
7. No breakable beverage or food containers are allowed in the pool area.
8. No animals are permitted in the pool area.

9. No radios, mp3 players, music streaming devices, or TV are permitted at poolside unless they are used with earphones.
10. When leaving the pool area, all personal items brought to poolside should be removed and chairs returned to their original positions.
11. The pool is for the exclusive use of owners, tenants and their guests. Guests should not be in the pool when the owner or tenant is absent.
12. Bathing suits, towels, etc., are not to be hung over the shrubbery or fences surrounding the pool area.
13. Please shower before swimming.
14. Cover-ups and shoes should be worn coming to and from the pool area.

### **PETS**

1. Only one pet is allowed per unit, and only dogs and cats are allowed. This rule applies to owners only. Renters are not allowed to have pets. Guest dogs will only be allowed if the owner is in residence.
2. Dog breeds not permitted on the premises are: pit bulls, rottweilers and dobermans.
3. On condominium grounds, pets shall be kept on a leash.
4. Pet owners shall clean up pet's solid matter without delay. Grass and shrubs destroyed by the action of their pet will be replaced and the cost charged to the Unit owner.
5. Liability for actions of pets on common areas shall be the responsibility of the Pet or Unit owner.
6. The Board, or its agent, may cause the removal from the premises of any animal that threatens the safety, comfort, convenience, or enjoyment of another occupant. This may include any fines and penalties as directed by the Board of Directors.

### **RENTALS**

1. A Unit may be leased or rented only one (1) time in any twelve-month period, and for a minimum of 30 days.

2. Unit owners shall deliver to any tenant, prior to or at the commencement of the lease, a full copy of the By-Laws and Rules and Regulations and a receipt therefor, signed by the Lessor and Lessee, shall be delivered to the Board Secretary or Property Manager.
3. All leases and rentals shall be in writing and shall contain language that a violation of the condominium documents and/or Rules and Regulations shall constitute a lease default.
4. Unit owners are required to complete the "Point Arundel Acknowledgment Form" no less than 15 days prior to a tenant's occupancy. This form is to be sent to the Board Secretary. In addition, a copy of the lease must accompany the Acknowledgment Form. It is the responsibility of the realtor or owner/lessor to have this form completed in a timely manner.
5. Violations of the above-listed rental rules shall cause the owner to be subject to a \$1,000 fine for the first occurrence and a \$2,000 fine for each subsequent occurrence.

#### **PAYMENTS AND FEES**

1. All monthly maintenance fees are due on the first of each month. A payment will be deemed to be late after the 25<sup>th</sup> day of the month for which it was billed.
2. Penalties for non-compliance. This non-compliance policy was voted upon and approved by the Owners at the 2005 Annual Owners' Meeting. These rules for the collection of delinquent funds are written to provide consistency to the Board's enforcement of our policies and so that every Owner clearly knows what to expect. We recognize that, in rare instances, hardship may result in payment delays; these situations will be handled on an individual basis in an effort to find some alternate payment plan.
  - A. After 10 days of non-payment. A polite reminder letter or telephone call will be made to the delinquent owner, indicating that the maintenance fees are due the first of each month and that whatever monies are due should be paid within the next 10 days.
  - B. After 20 days of non-payment. A written notice will be sent, informing the Owner that a fine of \$100 and interest charges at the rate of 12% per annum will be levied if full payment is not made within the next ten days.
  - C. After 30 days of non-payment. An automatic invoice will be sent for the amounts due, interest charges retroactive to the initial due date, and the \$100 penalty. The Owner will also be informed that if payment is not made within the next 30 days, a lien will be placed on the Owner's unit at the owner's expense.

D. After 60 days of non-payment. The Owner shall be informed, via a registered letter, that a lien has been placed on the Owner's unit and that for each 30-day period of delinquency a fine of \$100 will be levied along with interest charges retroactive to the initial due date.

E. After 90 days of non-payment. The Owner shall be informed, via a registered letter, that our attorney has been instructed to begin the procedure for foreclosure on the Owner's unit and that the fines and interest charges shall continue until payment is made. The Owner is shall also be informed that he/she is obligated to pay all attorney's fees and expenses incurred by the Association (Article V, Section 6, of the Condominium By-laws) to secure the payments due.

### **VIOLATION OF RULES AND REGULATIONS**

1. The Board of Directors is authorized to cite owners and tenants for any violations of the Point Arundel By-laws and Rules and Regulations. Violators may be subject to fines as provided herein.

A. First Offense. Unit Owner will be provided with a polite reminder, telephone call, or letter about the non-conformance and will be asked to correct the situation within 10 days.

B. Second Offense. If, after 10 days, the offense occurs again or continues to occur, a second letter will be sent indicating that the non-compliance must be rectified within 10 days or a fine of \$100 will be levied.

C. Third or Continuing Offense. Afer the third offense or if the original offense continues 30 days from the date of the original offense, a fine of \$100 is levied. Such fine shall be levied for each subsequent 30-day period of non-compliance.

2. Fines. If fines for the above violation(s) are not paid within 60 days, a lien will be placed on the property for the amounts due, and interest charges at the rate of 12% per annum will accrue and be levied, retroactive to the date of the first offense. The Owner in question will be responsible for all attorney's fees involved with the collection of monies due the association.

### **SALE OF UNIT**

Owners intending to sell their Unit must promptly contact the Association's Board of Directors in writing at the time of initial listing with a real estate agent or prior to the sale of the unit.

## GENERAL

1. No Unit Owner, tenant, or guests shall make or permit noises that will disturb or annoy the occupants of any Unit or do or permit anything to be done which will interfere with the rights and comfort or convenience of other Unit Owners. For example, loud radio or TV, raucous parties, barking dog, etc.
2. Trash. Garbage and trash deposited in the trash shed should be securely tied in strong, plastic bags. Trash is picked up on Fridays from Labor Day to June 15<sup>th</sup>, and on Tuesdays and Fridays from June 15<sup>th</sup> to Labor Day. Recycling bins placed curbside will recycle loose newspapers and glass bottles. The bins can be obtained from the Town of Kennebunkport.
3. Keys. The Association must be provided with two passkeys to each Unit – one for the Fire Department Knox box, and one for Association emergency and access use. If a Unit Owner alters any lock or installs a new lock on a door, the Board, Property Manager or Property Maintenance personnel should be promptly notified and two new keys provided.
4. Access. Agents of Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by pre-arrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or Manager. In such instances, access is permitted regardless of the hour.
5. Guests. Unit Owners are required to notify the Board of Directors, in writing, or via email, the names of guests who will occupy the Unit when the Owner or a member of the Owner's immediate family is not in residence.
6. Each Unit Owner shall keep such their Unit in a good state of preservation and cleanliness. Dirt or other substances may not be thrown or swept from the doors, windows, or balconies.
7. Each Unit Owner shall be held responsible for the actions of family members, invitee, guests, and lessees. Any damage to the condominium property, common elements, or equipment of the Association caused by any Unit Owner, family member, guest, invitee, or lessee shall be repaired or replaced at the expense of such Unit Owner.
8. An adult must appropriately supervise minors at play in common areas. Owners and tenants will be held responsible for acts of minors residing with or visiting them.



## **REQUESTS FOR SERVICE OR EXEMPTION**

Your Board of Directors wishes to be as responsive as possible to Owners' needs. The best way to facilitate a prompt response to your concerns is to communicate with the Board by email or letter.

Owners with problems or issues that need to be resolved by the Association should direct their request, via email or letter, to the Board of Directors.

Rules and Regulations as passed by the Board of Directors at the board meeting of April 9, 2016.

