

PORTVIEW CONDOMINIUM OWNERS' ASSOCIATION
Kennebunk, Maine

Rules and Regulations

In order to conduct the general business and ongoing operations of the Condominium and to maintain cordial and civil relations by and among all Unit Owners, the Board of Directors, in accordance with the Declaration and the Bylaws, has established the following Rules and Regulations. Unit Owners who rent their units must provide a copy of these Rules and Regulations (or a copy of the Renters Rules and Regulations) to his/her renters.

A. Definitions of Property.

1. **Common Area:** All areas of land and buildings not specifically contained in a Unit as defined in the Bylaws. Any change, addition, modification, or alteration to the Common Area is under the control of the Board of Directors.

2. **Limited Common Area:** That part of the Common area including decks, porches, parking area, storage rooms, crawl spaces, and storage sheds assigned to a Unit Owner under the Declaration and Bylaws for his/her exclusive use. Limited Common Area shall also include the backside of each lower unit extending out seven (7) feet from the building exterior. Any change, addition, modification, or alteration to a limited common area is under the control of the Board of Directors.

3. **Unit:** That part of the complex covered by purchase agreement and the Bylaws, owned and under the complete control of the Unit Owner. Any change, addition, modification, or alteration of a Unit structurally or affecting the "integrity" of the building or complex must have prior approval of the Board of Directors.

B. Use of Units; Access to Units

1. No unit shall be used for a business or commercial use or for any other use not compatible with recreational living. This provision does not preclude a Unit Owner or a person who has rented a Unit from utilizing the Unit as their professional office.

2. The Management Company shall retain a passkey to each Unit. A Unit Owner shall not alter any lock, or install a new lock, on any door leading to his/her Unit without first notifying the Management Company. If a new lock is installed or an existing lock is altered, the Management Company shall be provided with a key.

3. Any authorized agent of the Board of Directors may enter a unit with reasonable notice in order to inspect, and repair if necessary, any condition that might damage the building, or to investigate any nuisance objectionable to others. **A note will be left inside the unit indicating that the unit was entered.**

C. Plantings, Shrubbery, Trees, Etc.

1. In any Common Area, no addition or deletion of any plant kingdom life, without exception, shall be made by any Unit Owner without the express permission of the Board of Directors.

2. Unit Owners who wish to beautify with flowers (annuals only) or make more presentable the adjacent areas to their entrances shall consult with their neighbors for division of areas for personal plantings. The Unit Owner responsible for the entrance plantings shall also be responsible for maintaining the plantings and for discarding them at the end of the growing season.
3. Any Unit Owner that has planted items in a Common Area or Limited Common Area is responsible for the maintenance of the planted area. If the Unit Owner fails to maintain the area they have planted, the Board will issue the Unit Owner a letter requesting that the area be maintained properly. If after a reasonable time (not exceeding three weeks from the date the request was issued) the Unit Owner fails to maintain the area, the Board will take action to have the area restored to its original state and the Unit Owner will be charged the cost of the restoration plus \$100.
4. If a Unit is rented, the Unit Owner is obligated to maintain the planted area. Once a Unit is sold, the maintenance of planted Common Area or Limited Common Area becomes the responsibility of the new Owner(s) and shall be so stated in the condo purchase contract. If the new Owner indicates an unwillingness to maintain the planted area, the former Owner must restore the planted area back to its original state prior to final sale of the Unit.
5. As stated in Section A.2. above, the backside of each lower Unit extending out seven (7) feet from the building exterior is considered Limited Common Area. Lower level Unit Owners shall divide the backsides of all buildings evenly with their neighbors for garden purposes, but plantings should not extend more than seven (7) feet outward from the foundation or be more than three (3) feet high.
6. All areas shall be arranged to prevent water (rain, melted snow, or humanly applied material) from accumulating within three (3) feet of the foundation.
7. Disputes involving the building grounds (whether Common Area or Limited Common Area) shall be resolved by the Board of Directors.

D. Pets (Dog and Cat Variety).

1. Pets shall be on a leash at all times.
2. No pet shall be allowed to create a nuisance, unreasonable disturbance, or damage any Common or Limited Common Area.
3. Unit Owners or their guests may not tether their animals outside unattended in Common Areas and shall clean up solid matter without delay, and replace grass or shrubs destroyed by the action of pets.
4. Rented or leased units will not be permitted to have any pets unless given prior approval by the Board. Approval will be solely at the Board's discretion on a case by case basis.
5. Unit Owners of upper level units shall not allow pets on porches without a protective covering or other device in order to prevent a nuisance to lower level Unit Owners.
6. Liability for actions of pets on common land remains with the Unit Owners involved.

E. **Parking of Vehicles.**

1. The primary consideration for parking of vehicles is for those vehicles owned and operated by Unit Owners. Ready access to front entrances is of paramount concern for loading and unloading with minimum effort and no Unit Owner shall be deprived of access by visitors or especially by second (or more) cars of other Unit Owners. Please consider your neighbors when parking your vehicle or permitting your guests to park on the property.
2. A primary space for one vehicle, owned and operated by or for a Unit Owner, shall be reserved for that Unit Owner at or adjacent to the walkway to the Unit Owner's entrance. This space will be considered a specific Limited Common Area for that Unit Owner's exclusive use. Visitors will use the visitors' parking spaces. This parking arrangement will apply to renters as well as Owners.
3. Renters shall be considered Unit Owners for purposes of Section D of the Regulations.
4. Vehicles owned and operated by or for Unit Owners in addition to the primary vehicle, or by other members of their families, or by their guests shall park in the areas not designated in Section D.2. above. These areas are designated as "Visitor" parking. One or more visitor spaces are designated for each building to further accommodate a smooth pattern of parking which will benefit all Unit Owners. Please use every effort to occupy the Visitor spaces adjacent intended for your building.
5. No vehicle may be parked on grass or dirt areas of the property.
6. The perimeter walkway shall be kept clear for easy access to all vehicles.
7. If a temporary visitor or service vehicle parks in a Unit Owner's assigned space, he/she should use a "Visitor" spot until the auto vacates the assigned space rather than occupying another Unit Owner's spot so as not to create additional parking disruptions.
8. No vehicles may be washed on the property.
9. No boat, camper, trailer, inoperable vehicle, or unregistered vehicle, may be parked anywhere on the Association property.
10. No vehicle may be driven in any parking area or driveway at a greater speed than 15 miles per hour.

F. **Articles of the Common Areas (Bird Feeders, Bird Baths, Garden Ornaments, Etc.)**

Unit Owners must have the prior approval of the Board of Directors before placing articles such as bird feeders, bird baths or garden ornaments on Common Areas.

G. **Firewood.**

1. Unit Owners are permitted to store up to ½ cord of firewood on the property, which may be stacked and stored at least one (1) foot away from a building during the fall and winter season.
2. During fall and winter season, Unit Owners may stack and store firewood near their building's garbage sheds and lower Unit Owners may stack and store firewood under their master bedroom windows, but not more than three (3) feet high.

3. During the spring and summer season, Unit Owners must stack and store their leftover firewood neatly in the wooded areas along the perimeter of the property.

H. **Barbecues.**

All Unit Owners are cautioned to use extreme care when using portable barbecues. **Upper Unit Owners may only use electric barbecue grills.** The lower level Unit Owners may use gas, electric or charcoal barbecue grills; however they must be placed on the grass when in use. **No gas tanks may be stored inside the building.**

I. **Rental.**

1. Rental or lease of a unit shall be limited to no more than two contracts within the period May 31st to September 30th. A unit may not be leased for less than thirty days.

2. R&E Associates, the Management Company, **must** be supplied a copy of the lease along with a description of each automobile with its license plate number. If a Unit Owner does not have a lease form, the Management Company will provide one, but otherwise will not provide Unit Owners with assistance in renting their units.

3. All Unit Owners who are renting their units must provide each renter with a copy of the Renter's Rules and Regulations and must seek and receive a signed acknowledgement from each renter that they have read and will abide by the Renter's Rules and Regulations when occupying a unit.

4. **Compensation to Association:** A \$250.00 security deposit must be paid by a Unit Owner who intends to rent his/her unit, which will be used to cover any potential damage or destruction that may be incurred and is refundable when the lease is complete.

J. **Electronic Equipment.**

Stereos, TVs, radios, and musical instruments are not to be used at high volume or noise levels. Consideration of the peace and tranquility of neighbors should always be observed. Quiet hours should be observed from 10:00 PM to 9:00 AM.

K. **Flooring in Upper Units.**

1. Wall-to-Wall Carpeting is mandatory for all bedrooms in upper units. When replacing any carpeting on the second floor it is mandatory that the existing subfloor be screwed down to the floor joists and that the screw pattern is every 12" on the joist. A six (6) pound felt noise suppressing pad, such as that used in local hotels, must be installed under wall-to-wall carpet and area rugs.

2. When installing tile in bathrooms or kitchens of upper units, it is mandatory that a cement board underlayment be installed and that the sub-floor be screwed down.

3. Wood floors may be installed in the dining room, living room, kitchen and hallways of upper units under the following conditions: (i) the old particleboard sub-floor must be removed and a new sub-floor installed with 3/4" tongue and groove plywood that is glued to the joists and screwed down; and (ii) on top of the sub-floor an acoustical pad along with an acoustical block membrane be installed under the wood or laminate floor surface.

4. Area carpets on solid floors in living rooms and dining areas of upper units must have a six (6) pound felt noise suppressing pads under each carpet.

5. Notwithstanding the rules and restrictions outlined in this Section K, a Unit Owner of an upper unit that is contemplating making improvements to the existing flooring in their Unit may present alternative sound management solutions to the Board of Directors for their consideration. The Board will consider the solution proposed by the Unit Owner, and after due inquiry, shall determine whether the Unit Owner shall be granted an exception to the restrictions contained in Section K.

L. Unoccupied Units.

1. From October through April of each year, thermostats in all Units must be set at a minimum of 50 degrees to prevent pipes from freezing. Heat must be maintained in all units for obvious reasons (freezing pipes and tanks).

2. Before the electricity is shut off to any Unit for any reason, an officer of the Association shall be notified. This would include action taken during the sale of a Unit, where the new Unit Owner may not realize the common dependency on certain service facilities.

M. Boats, Nautical Gear and Equipment.

Boats shall be drawn, u-parked, and stored (where applicable) out of the water at and inland of the outfall of the drain from Building #1. The Association takes no responsibility for boats left on Common Areas or Limited Common Areas and liability, both personal and property, remains with the Unit Owner involved.

N. Windows.

If windows in the Units require replacement, the cost will be will be borne by the Unit Owner. All work related to window replacement must be coordinated with the Management Company to ensure that the correct windows are purchased and installed. Unit Owners must purchase only Andersen 400 series windows in the same size. The Unit Owner is also responsible for fixing shingles and trim that are disturbed during installation of the new window and painting shingle and trim with Cabot solid stain in pewter.

O. Air Conditioners.

No new air conditioner may be installed on the FRONT or the SIDES of any building where one currently does not exist. Air conditioners may be placed on the back bedroom of units. All new and replacement air conditioners, front and back, must be installed in a metal sleeve that can be painted. No air conditioners may be over 8000 BTU's (due to noise considerations). All work related to air conditioner installation and replacement must be coordinated with the Management Company. Current air conditioners must be maintained by Unit Owners, kept free of rust, and painted with Cabot's solid stain in pewter. No air conditioners may be installed in loft areas of units without prior approval by the Board of Directors. Unit owners are responsible for repairing any shingles, trim that is impacted by the installation or replacement of air conditioning units and for painting shingles and trim with Cabot's solid stain in pewter.

P. **Wiring.**

No cable TV, telephone or electrical wiring can be attached to the exterior of any the building. Wires must be installed at the foundation edge so wires are not tacked to the siding of any building.

Q. **Housekeeping Items.**

1. DO NOT flush toilets during a power outage.
2. Shut off water at the washing machine when not in use.
3. When leaving a Unit for any length of time, close the valve on the water heater.
4. Only toilet tissue and human waste should be disposed of in the toilets.
5. In order to avoid trucks, materials and workers on-site at the property during the vacation season and to allow all Unit Owners maximum use of the property without excessive noise while vacationing, no major interior Unit construction will be scheduled from June 1st to September 15th. All construction related work should be scheduled during the hours of 8:00 a.m. and 4:00 p.m.

R. **Complaints by Unit Owners.**

1. Complaints by Unit Owners concerning defects related to the buildings shall be made in writing, preferably through the Association's website <http://r-eassociates.ahn01.com/portviewcondos>, or by phone to the Management Company, R & E Associates.
2. When a complaint requires work to be performed, the Management Company will issue a work order, which will be posted to the Association's website for tracking purposes. Progress of the work order will be tracked on the website for Unit Owners and the Board to review.

S. **Rule Amendments**

These Rules & Regulations may be revised by the Board of Directors as they deem appropriate. A copy of any revisions will be mailed to each Unit Owner and posted to the Association's website; revisions will become effective once mailed.

T. **Violations of Rules and Regulations**

Any violation of these Rules and Regulations, including Renters Rules and Regulations, will be reviewed by the Board of Directors, and any penalty associated with any violation will be commensurate with that offense. The first offense may be a verbal/written warning; a second offense may result in a fine of up to \$100.00; and a third offense may result in a fine of up to \$250.00. Unit Owners will have the right to dispute the violation by submitting a letter to the Board of Directors c/o the Management Company.

<p><u>Historical Record</u> Presented to annual meeting on June 22, 2002 Revised and voted on August 31, 2002 (car washing Section D.8) Revised April 1, 2006 (floors, windows, wiring) Presented and voted at annual meeting September 2, 2006 Presented and voted by the Board of Directors on April 5, 2011</p>
