

# Sea Fields Condominium

## Rules/Regulations and Fine Structure

Issued: June 2019

**1. *Owners are permitted to have pets at Sea Fields.***

Owners of the unit must be in residence if pets are present. All pets must be under the control of the owner at all times. This means that pets may not roam the complex at will nor may they be outside of their owner's unit unattended. Pets are not allowed to be tied outside, unless the owner is with the pet.

Pet owners are responsible for picking up and properly disposing of the waste product of their pets. It is not permissible to leave waste in any of the common areas, including those on the edges of the property. Waste which is not properly disposed of presents a hazard to people using the grounds and interferes with the duties of our landscaping crew. Pets are not allowed in the pool area.

***PLEASE NOTE THAT RENTERS ARE NOT PERMITTED TO HAVE PETS.***

**2. *The Board must pre-approve alterations, air conditioning & renovations.***

The community takes great pride in the appearance of Sea Fields. Essential to this appearance, in many ways, is the consistent treatment of the exterior of the units and the adjacent landscaping.

Planting of flowers in beds adjacent to the units is allowed with permission. Any alteration beyond this, including but not limited to planting additional bushes or trees, removal of same, placement of garden decorations, fences and the like are not permitted without direct permission from the board.

The Association voted at the 2011 annual meeting to allow air conditioning of units with board approval. Please see the attached "Air Conditioning Installation Guidelines."

Renovations to units require board approval. Owners wishing to renovate their unit must supply a written request to the board and include the following:

1. A written description of the proposed work.
2. A structural engineer's report, with detailed drawings.

3. Proof of insurance for the total replacement cost with liabilities for construction from all contractors involved with the renovation.
4. A signed and notarized waiver of liability from the unit owner waiving the association harmless for the proposed renovation, currently and in the future, for any repairs, maintenance or damage to the unit or common areas of the association.

Contractors are required to obtain all permits as required by the Town of Kennebunk. The unit owner will be responsible to repair any damage to the common areas of the association and/or neighboring units that may result from a renovation project. Renovations to units cannot be done between Memorial Day through Labor Day. Requests for changes may be submitted to Nason Property Services and will be promptly considered by the Board.

If you are doing any non-structural work (painting, flooring, fixing sheet rock cracks, replacing cabinets, finish work etc.) inside your unit that does not need board approval it would be greatly appreciated, for security sakes, to inform Nason Property Services.

**3. *Casual recreational use of the common areas is permitted.***

The common areas of Sea Fields are available to the residents for their recreational use. Games such as catch, Frisbee, and the like are appropriate and expected, particularly in the green adjacent to the pool.

To ensure the beauty of the landscaping please use the walkways when getting to the different areas of the complex and refrain from jumping and or climbing the stone walls throughout the complex.

However, sports presenting hazards to person or property are prohibited. Within this scope is golf. The use of ordinary golf balls may result in broken windows and other damage. The swinging of the club itself exposes people to the risk of being hit, particularly younger children who may be unaware of the danger. Similarly, the hitting of tennis balls against the garage doors is prohibited because it creates dents in the doors. Also prohibited is tossing balls/objects against the roofs as it damages the shingles.

Late night use of the common areas, activities taking place after 10:00 p.m., should be quiet in respect for those members of the community who choose to retire early.

**4. *The pool is available to residents.***

The pool is open for use by residents between the hours of 10:00 a.m. and 10:00 p.m. The pool is not serviced by a lifeguard. Please do not touch the pool heater control panel.

Children may not be left unattended at the pool. It is unsafe and it imposes, whether deliberately or not, a perceived obligation on the other adults present at the pool that is not polite.

Babies may not use the pool unless properly diapered - swimming diapers or cloth diapers covered with plastic pants. The possibility of waste entering the pool presents a severe health hazard to other users of the pool.

The right to use the pool is subject to the general rules of condominium association. Please remove pool toys, floatation devices, towels and personal items from the pool area when finished using them daily.

**5. *Parking is available for visitors.***

Each unit has two parking spots assigned to it - one is in your garage, the other is your numbered spot. These may be used by you or visitors to your unit at your discretion. Please make sure to put your parking stickers on your rear window on the driver's side. Guest should use the hanging parking permits to be hung from their rear view mirror. Please do not park in other unit's parking spaces without permission from the unit owner. If you need more parking stickers or parking permit hangers please contact Nason Property Services.

Additional visitor spots are available in the gravel lot located off the entrance road near the trash disposal area and two other visitor spots are available in the parking area near units 32 through 36. These spots are available to all members of the community.

It is not permissible to park in front of garage doors or partially inside the garage. These are not legitimate spots and often impede access to other areas. In all cases, such use of the space increases the risk of damage to the garage doors. It is also visually unattractive to have cars scattered in these areas throughout the complex.

**6. *Garage doors must be closed and accessories put away.***

Peering into a neighbor's garage is not attractive. Garage doors must be closed when they are not in use. Likewise, bicycles, beach chairs, pool toys, and the like must be put away when not in use. These items may obstruct pathways, blow throughout the complex in the wind, or simply annoy others needlessly. Similarly, hanging towels and rugs over railings is not permitted.

**7. *Grilling is permitted in certain areas.***

Residents are allowed to use charcoal and gas grills which are not positioned on wooden decks. Grills should be positioned at least five (5) feet away from any wooden structure.

**8. *Rental of units have guidelines.***

Rentals of units may be made to one family only, and for a period of 30 days (four weeks). No subletting is permitted. Owners must complete the "Sea Fields Rental Acknowledgment Form" no less than 15 days prior to occupancy. The acknowledgment is to be sent to Nason Property Services. It is the responsibility of the Realtor and owner/lessor to have this form completed in a timely manner. A copy of the lease must also be sent not less than 15 days prior to occupancy. In this case it is the responsibility of the owner to send or have sent a copy of the lease. Violations to the above listed rental rules are subject to a \$1,000.00 fine for the first occurrence and \$2,000.00 each occurrence thereafter. It is the responsibility of the unit owner to supply their renters and/or guests with a copy of the most current "Rules and Regulations". Owners who have tenants/guests that break Association rules are subject to a \$25.00 per day/per occurrence fine. Renters and guests unaccompanied by a unit owner are not allowed to have pets. In all other cases pets are permitted only when the unit owner is in residence.

**9. *Trash should be disposed of properly.***

Trash should be thrown in the trash receptacle located inside the fence at the guest parking area. Trash is not to be left or stored on the decks. Please break down all cardboard boxes before putting them in the dumpster. Owners are not to leave big items (furniture, Christmas trees to name a few) in the receptacle or the surrounding area. All big items should be brought to the transfer station on Sea Road. Please remember to close the lid when finished to prevent animals from taking up residency.

**10. *Fireworks are not allowed.***

The use of fireworks of any kind is not permitted on the Sea Fields property at any time.

**11. *Drones are not allowed:***

The use of "drones" on the complex is not allowed.

**12. Dryer Vents Cleaning:**

In furthering our common interest in the safety of our units, unit owners must have their dryer vents cleaned every **three** years. All unit owners must arrange for the cleaning of their dryer vents on or before August 31, 2018 and supply documentation that the cleaning has been completed to the Property Manager by that date and on subsequent three year anniversaries of that date, e.g., August 31, 2021, August 31, 2024 and every three years thereafter. The Property Manager can assist you in identifying appropriate service providers. If your unit's dryer vents have been cleaned on or after August 31, 2017, your submission of documentation of that cleaning will satisfy the initial cleaning requirement.

**13. Winter Heating Policy:**

**TO HELP PREVENT BROKEN WATER PIPES**

\*YOU MUST KEEP YOUR HEAT ON AND MAINTAINED AT A **MINIMUM OF 60 DEGREES** (recommended by the insurance company). (Helps to be a little higher in the bathrooms and kitchen areas.)

\* KEEP YOUR CABINET DOORS OPEN THAT HAVE PIPES RUNNING THROUGH THEM TO ALLOW THE HEAT TO GET TO THEM.

\* IF YOU ARE NOT GOING TO BE USING THE UNIT FOR AN EXTENDED TIME SHUT OFF YOUR MAIN WATER SUPPLY LINE TO YOUR UNIT. (You still must maintain heat in your unit but this will minimize the damage if a pipe does break.)

\* CHECK YOUR UNIT FREQUENTLY OR HAVE SOMEONE ELSE CHECK DURING TIMES OF EXTENDED COLD WEATHER.

\* IF YOU CHOOSE TO "WINTERIZE" YOUR UNIT (Shut off your heat to your unit, **not** including the basement heat, and fully drain your pipes) IT MUST BE DONE BY A LICENSED PLUMBER. YOU MUST NOTIFY DAN MACLEOD OF MACKINNON PROPERTY MANAGEMENT IF YOU DO HAVE YOUR UNIT "WINTERIZED".

**UNITS #1, #16, #25, #34 MAY NOT HAVE THEIR UNIT WINTERIZED. IF THESE WERE SHUT DOWN IT WOULD PREVENT THE PEOPLE UPSTAIRS FROM USING THEIR UNITS DURING THE WINTER MONTHS.**

\* YOU MUST MAINTAIN THE HEAT IN THE CRAWL SPACE UNDER YOUR UNIT AT ALL TIMES AT A MINIMUM OF **45 DEGREES**. DO NOT SHUT OFF THE BREAKER TO THE CRAWLSPACE HEATERS.

\* IF YOU WORK OR HAVE SOMEONE ELSE WORK UNDER YOUR UNIT PLEASE REMEMBER TO PUT BACK THE INSULATED DOOR TO THE CRAWL SPACE.

\* IF YOU HAVE AN "ALTERNATIVE" HEAT SOURCE, IE. FORCED HOT WATER, MONITOR HEATER ETC., YOU MUST LEAVE YOUR ELECTRIC HEAT ON AS A "BACKUP" AT 55 DEGREES IN CASE YOUR "ALTERNATIVE" HEATING SYSTEM MALFUNCTIONS OR RUNS OUT OF FUEL.

#### ***14. RULE 14 – FIREPLACES AND CHIMNEYS***

The safety of our complex requires that all fireplaces and chimneys utilized by owners, their guests and/or their renters, be in safe operating condition. For our collective safety, all chimneys and fireplaces that are being or will be utilized by owners, their guests and/or their renters must be inspected and, if necessary, cleaned by August 31, 2019 and every ten years thereafter, by a certified chimney specialist. Documentation of that inspection and cleaning, the authorization for or the completion of any necessary repairs and documentation of succeeding periodic inspections and cleanings should be furnished the Property Manager by August 31, 2019 and every ten years thereafter or as soon thereafter as feasible, if necessary repairs cannot be completed by August 31 of an inspection year. If your fireplaces and chimney have been inspected and cleaned since September 1, 2009, please provide that information to the Property Manager along with any available documentation of that inspection and cleaning or any repairs by August 31, 2019. Any owners who had inspections performed since that date must perform subsequent inspections and cleanings within ten years of the last inspection.

If you do not utilize and or do not intend to utilize your fireplaces and you impose similar restrictions on your guests and/or your renters, please inform the Property Manager. The Property Manager must also be advised about any contemplated changes in the use of your fireplace and owners should obtain the required inspection before utilizing their fireplaces. Owners who are not utilizing and are not intending to utilize their fireplaces are nonetheless encouraged to have your fireplaces and chimneys inspected and, cleaned, if necessary.

#### ***Fine Structure for Not Adhering To These “Rules and Regulations”:***

Unit owners will be assessed the following fines for failure to abide by any Association Rules and Regulations:

The initial fine will be \$25.

When fines assessed against any unit reach a total of \$100, a lien will be filed against the affected unit.

#### **Condominium Dues/Default in Payment of Common Charges:**

**Condominium dues are due on the 1<sup>st</sup> of each month.** If payment is not received by the 9<sup>th</sup> the payment is considered “late” or in “default”. Please help the Association run smoothly by paying your dues on time. The following was approved unanimously at the 2004 annual meeting and is now included in Section 7 of the Association By-laws.

In the event of default by any Unit Owner in paying to the Association, its Board of Directors or its management agent the Common Charges or any other amounts due as determined by the Board of Directors, such Unit Owner shall be obligated to pay:

- a.) interest at the rate of eighteen percent (18%) per annum on such charges and amounts from the due date thereof until payment is received in good funds;
- b.) a late fee in the amount of \$50.00 for each such late payment, if the payment is received in good funds more than 9 days after it is due;
- c.) the greater of \$25.00 or any bank charges incurred by the Association for every returned check;
- d.) any legal fees and costs incurred in collecting such late payments, including the costs of preparing and filing notices of lien;
- e.) any other costs of collection incurred by the Association.

The Board of Directors shall have the right and duty to attempt to recover such Common charges and other amounts due and other amounts detailed above, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit allowed by Maine law.

## Air Conditioning/Heat Pump Installation Guidelines

Established March 11, 2012

To insure the structural integrity and exterior appearance of individual units, clarify responsibilities of individual owners and the Association with respect to the costs of installation and maintenance of air conditioning/heat pump units, and insure oversight of any alterations to units, the Sea Fields Condominiums Board of Directors has developed the following guidelines:

1. No air conditioning system that extends beyond the perimeter of an individual unit may be installed without Board approval. The request for approval should specify:
  - The brand and model of manufacturer.
  - The type and extent of exterior modification required, if any.
  - The placement of the unit (within the screened porch for Units 1, 16, 25, and 34; within the screened porch or on the second floor deck for other units) 36' maximum height including any stand/base.
  - Steps the unit owner will take to minimize visibility of exterior elements (e.g. screening, placement, painting exterior elements, etc.) Pipes should be concealed within the walls of the unit.
  - State any required modification to the electrical system.

The request should also include detailed drawings of the placement of the exterior elements and an engineering report that provides assurance that

neither exterior nor interior elements will negatively impact the structural integrity of the unit.

2. All costs associated with the installation of an air conditioning system will be borne by the unit owner; the Association will not be responsible for any costs of the system or of modifications, if any, related to installation.
3. Once an air conditioning system has been installed, it will become part of the condominium; the system must remain with the unit when a unit is sold and will become the responsibility of the new owner.
4. All maintenance of the system will be the responsibility of the unit owner. Any damage to an adjacent unit or to the Sea Fields `common areas will be the responsibility of the unit owner. If damage occurs while the owner is not in residence, the Association will repair the adjacent unit(s) and/or common area and bill the owner.