

## **RULES AND REGULATIONS**

### **THE REGENCY WOODS CONDOMINIUM**

The Regency Woods Condominium (the "Condominium") is a private condominium located at 459 U S Route 1, Kittery Maine consisting of 32 condominium units. The Condominium takes pride in being a quiet, safe and enjoyable place to live, where maintenance of facilities and grounds is a high priority and where the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational By-Laws, the Condominium is a self-managing association with authority for governance vested in an elected Executive Board of The Regency Woods Condominium Owners' Association ("Association"). All owners are subject to common rules, regulations and standards of behavior. They are responsible for sharing in the policy, fiscal, and managerial decisions that are necessary to ensure that the Condominium remains a desirable community in which to live.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the buildings and common areas. The Rules and Regulations are the Condominium's means to that end and focus on the permissible uses of the Condominium property. They are both general and specific and are based on condominium law, and on preferences established by the original developers and the subsequent owners of the Condominium.

#### **In order to appreciate these rules, a Condominium owner must first:**

- *Understand and support* condominium living for what it is and for what it is not. Owning a condominium and living in a condominium community offers an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominiums are not the same as apartments where you have a landlord to respond to all of your needs. It is also not like owning a single-family home with your own backyard where you are the sole decision-maker about maintenance and the use of your property.
- *Recognize that in a condominium community*, beyond the limits of one's interior space, one's personal preferences cannot be allowed to take precedence over the interests and needs of the group of owners at large.
- *Recognize*, that as a condominium owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, volunteering for workdays, working on special committees, serving on the Board, and meeting your financial obligations.
- *Recognize*, that no Condominium owner is exempt from the rules and regulations of the Condominium community.

As provided in the By-Laws and in order to assure the safe and peaceful use of the Condominium's facilities, the following Rules and Regulations have been adopted by the Executive Board. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such

circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Executive Board.

1. **Right to Peaceful Enjoyment By All Unit Owners**

No unit owner shall undertake or permit activities or noise inside a building or in a limited common or common area of the Condominium that interferes with the rights, comfort, security and convenience of other unit owners. This includes actions and noise by the unit owner, family members, visitors and tenants.

2. **Guests**

- a. While visiting the Condominium, guests of unit owners shall abide by all aspects of these Rules and Regulations.
- b. Unit owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.

3. **Board Approval and Notification**

- a. Subject to the terms of the Declaration, all unit owners are required to obtain written approval by the Executive Board before undertaking any project involving additions (temporary or permanent), to the limited common areas attached to their unit, or the structure of which their unit is a part. The Board shall grant approvals based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.
- c. Unit owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the building, common area or limited common area etc. to its original condition.

4. **Alterations and Improvements Requiring Advance Written Board Approval And/Or Compliance With Board Approved Specifications**

- a. Any alteration or improvement to a unit, to a limited common area or a common area which involves a change in structural integrity, or structural modifications, and any replacement, painting, planting, decoration or the affixing of any thing permanent or temporary to exterior common elements.
- b. Replacement of existing exterior doors, windows, sliding patio doors, skylights, light fixtures. These products must be approved for use at the Condominium.
- c. Replacement or addition of a Storm/Screen Door on front entrance. This must be the door approved for use at the Condominium.

- d. Installation of a new roof skylight.
  - e. Installation of a dormer or modification to an existing dormer.
  - f. Installation of a door or window in a place where one does not currently exist.
  - g. Any modification or improvement to a deck. All deck modifications must comply with the Condominium's Deck Specifications, if any.
  - h. The installation of a temporary or semi-permanent screen room or awning on any part of a deck.
  - i. Any modifications to foundations or chimneys.
  - j. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, etc.
  - k. Removal or replacement of any plant or tree located in a common area.
  - l. Addition, removal or enlargement of any garden space within a common area.
  - m. Telephone wire or cable TV wire installations that require disruption of paved or lawn surfaces, drilling of new holes in buildings or running of cables/wires on exterior of buildings.
  - n. Where necessary, the Board shall grant its approval based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.
  - o. Unit owners who take actions without required Board approval or use products not approved for use at The Condominium will be required, at their expense, to remove all unapproved changes or additions and restore the building, common area or limited common area etc. to its original condition.
5. **Additions to Structures**
- a. The existing footprint (the foundation perimeter) of building(s) at the Condominium cannot be enlarged, reduced or changed in any manner.
  - b. No unit owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit.

6. **Outside Contractors**

- a. All contractors and tradesmen employed or engaged by a unit owner to perform work in and around the Condominium structures are required to provide proof of adequate liability insurance and Worker's Compensation Insurance as required by Maine State Law. Insurance certificates shall be provided to the homeowner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the unit owner and the Association as additional insured.
- b. Any electrical, plumbing, and heating work done in a unit must be performed by experienced, reputable tradesmen licensed and certified to perform such work in the State of Maine.
- c. The Association may require any outside contractor engaged by a unit owner to execute and deliver to the Association a mechanics lien waiver in connection with any work performed by such contractor hereunder.

7. **Pets**

Except for the keeping of two domestic pets, as limited below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.

- a. Dogs. Any pet dog cannot exceed 50 lbs. No dangerous dog breeds as defined by the Association's Insurance carrier shall be allowed to reside at property. Service Animals and Emotional Support shall be counted, for the purposes of this paragraph (g), as pets.
- b. The keeping of pets shall be subject to the Rules and Regulations as established from time to time by the Executive Board. In any event all pets shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Executive Board.
- c. No dogs, cats or other pets shall be permitted outside of a Unit except on a leash and attended by a responsible person.
- d. Pet owners shall promptly clean up the droppings left by their pets.

All pets on the Property must abide by all the pet rules in this Declaration, the Bylaws, and Rules and Regulations.

The Executive Board shall have the power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board may expel any offending pets from

the Property.

- a. Household pets are allowed without the consent of the Executive Board. Unit owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the unit owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.
- b. All pets must be licensed and inoculated as required by law, and owners must comply with the Town of Kittery ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.
- c. No pet is allowed outside of its unit except on a leash and under the control of a responsible person.
- d. Owners are responsible for the daily removal of pet wastes from lawn or roadway common areas.
- e. Damage to common area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the unit owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.
- e. No animal shall be permitted to bark, meow, or make other noises as to disturb neighbor's rest or peaceful enjoyment of their unit or the common area.
- f. Unless otherwise authorized by the Executive Board, no animal may be tied or leashed outside the unit or on any common area at any time, exterior pet runs of any type are not allowed at the Condominium.
- h. The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets, size, and specie, to establish additional behavior requirements, and to expel any offending animals from the Condominium.

8. **Children**

- a. There is no common area at the Condominium designated exclusively as a play area for the use of children but reasonable play activities by children are welcome, preferably on lawns in the rear of their building.
- b. Parking areas and driveways are to be used for vehicle travel, walking and bicycling, not as general play areas.
- c. Permanently installed exterior play equipment is not allowed at the Condominium, except with the consent of the Executive Board.

- d. Temporary, moveable exterior play equipment (swing sets, slides, playhouses, pools, etc.) is permitted but must be stored inside when not in use.
- e. Toys, bicycles, wagons, etc. are to be stored inside when not in use.
- f. The activities of children shall be under the control of a responsible person at all times.
- g. No play activity at a noise level which prevents other residents from the quiet and peaceful enjoyment of their home is permitted.

9. **Driveway and Parking Control**

Although the Condominium's driveway and parking areas are private, all accepted and legal rules of the road shall apply to drivers and pedestrians.

10. **Automobile, SUV, Van, Pickup Parking**

Motor Vehicles and Parking. Only passenger vehicles may be kept on the Property, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the drivable area as shown on the Plats and Plans. Owners will be asked to remove vehicles creating excessive noise, as determined by the Executive Board. Should owners refuse to remove said vehicle, then the Board shall have the authority remove said vehicle from the property.

No inoperable vehicles, or any boats, snowmobiles, all-terrain vehicles, recreational vehicles or other vehicles or recreational equipment, trailers, or similar items may NOT be kept or parked on the Property for a period of more than 48 hours. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property. Motor vehicles shall be parked only in designated areas.

The Executive Board may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking. The following specific rules shall apply:

- a. All unit owners should maintain sufficient space in their parking area to park their primary vehicle.
- b. Parking or driving of recreational motorized vehicles on lawns is prohibited.
- c. No owner may use an allocated parking space in any manner that obstructs or unreasonably interferes with the use of another owner's parking space.

- d. Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.
- e. Recreational vehicles, boats, campers, trailers, etc. shall not be left in a driveway or automobile parking area overnight.
- f. No major vehicle repair or maintenance of any kind is allowed in any area at the Condominium.
- h. All vehicles on the premises of the Condominium are there at the owner's risk and the Association is not responsible for damages.

11. **Recreational Equipment (RV's, Camper Trailers, Boats, Equipment Trailers)**

The Condominium has no area designated for the parking of wheeled recreational equipment and large vehicles. Parking or driving of such vehicles on lawns is prohibited.

12. **Stormy Weather**

- a. The Board and the snow removal contractor make every effort to ensure that snow is cleared from roads, driveways, and walks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable.
- b. During winter storms, vehicles should be parked in a garage or in a designated parking space, but owners shall temporarily move their vehicles as necessary to permit snow removal during storm events.
- c. All owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.
- d. In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the unit owner/tenant.
- e. Installation of a generator or other auxiliary emergency heating/power devices requires the prior approval of the Board. Installation must be done by a contractor who is licensed under Maine Law. The contractor must provide proof of adequate insurance as delineated in Section 5.
- f. During winter months, the unit owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from air intake/exhaust fittings; clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; **and ensuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your unit or others.** The unit owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.

- g. Unit owners who are away for extended periods of time, particularly in winter, either on vacation, work related travel or because of seasonal use of their condominium, are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to ensure that all systems are operable and no storm or cold weather damage has occurred. In the event a Unit Owner vacates the property for an extended period of time in the winter, i.e., longer than 1 week and that owner leaves a vehicle on the condominium property, then that owner shall leave a key to the Unit Owners vehicle with a friend, neighbor or the management group so that the vehicle can, if necessary, be moved to allow for snow removal from parking areas; it is essential that a member of the Board, or the management group, be notified of who has this responsibility and who has access to the unit.

13. **Household Trash**

- a. Garbage and household trash shall be kept in closed containers inside the owner's unit or in such other area designated by the Board. Empty trash containers should be returned to such storage areas as soon as possible.
- b. Owners/tenants are responsible for insuring that accumulated trash does not create a nuisance in regards to odor, cleanliness, bug infestation, or neatness.
- c. Public trash removal services are only for the removal of routine household trash. Larger items are the responsibility of the owner/tenant and should be disposed of in accordance with the City/Town of Kittery ordinances and practices.

14. **Video Antennas and Satellite Dishes**

- a. Video antennas and satellite dishes are not to be installed on any common area, including but not limited to roofs and exterior walls.
- b. Video antennas and satellite dishes can be installed in limited common areas if such owner has exclusive use of such area and safety is not compromised by the installation.
- c. A video antenna and satellite dish that extends beyond the area of exclusive use is considered to be in a common area and installation is not permitted without the prior approval of the Executive Board.
- d. Only satellite dishes that are less than one meter (39.37") in diameter are permitted to be installed at The Condominium.
- e. Installation of video antennas and satellite dishes shall be in compliance with local and state law.



15. **Air Conditioners**

Unit owners **may not** install window-mounted air conditioners.

16. **General Hazards and Liability of Unit Owners**

- a. Nothing shall be done, kept in any unit or in any part of the Common or Limited Common Areas which will cause an increase in the insurance premium for the property without the prior written consent of the Executive Board. No unit owner shall permit anything to be done, kept in the unit or in the limited common or common areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.
- b. Unit owners shall be liable for the expense of maintenance, repair or replacement of any damage to the common or limited common areas or to another unit caused by such unit owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

17. **Hazardous Materials**

- a. It is strongly recommended that unit owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, unit owners are responsible for appropriate and lawful storage, safekeeping and disposal.
- b. Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.
- c. Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.
- d. Spills of fuel oil, kerosene, other hazardous or polluting substances inside a unit, garage or on any common or limited common area (paved or otherwise) shall be reported immediately to the Executive Board.
- e. All removal, remediation and restoration costs associated with a hazardous material spill caused by a unit owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the unit owner.

18. **Heating Equipment and Chimneys**

- a. Unit owners are responsible for ensuring that any individual furnace or heaters or similar gas/oil heaters are in the proper condition.

- b. Unit owners with individual unit Rinnai heaters or similar gas heaters should be aware that if there is any blockage of the air intake/exhaust fitting (usually located at front of unit) or this fitting is damaged, the heater will cease to operate. The unit owner is responsible for keeping obstructions away from this fitting and ensuring that it is not damaged.

19. **Woods and Lawns**

- a. All lawns and wooded areas at the Condominium are common areas and under the control of the Association.
- b. Existing trees within lawn areas cannot be pruned, removed or replaced or new ones added without permission of the Association.
- c. All personal property (equipment, games, toys, furniture, etc.) should be removed from a lawn or wooded area after its use and stored in a garage or the unit.
- e. No temporary, semi-permanent or permanent structures (tents, play equipment, screen rooms, etc.) are allowed on any common area without Executive Board approval.
- f. Lawn maintenance by anyone other than the Association's landscapers is prohibited, unless otherwise approved by the Executive Board.
- f. Maintenance of trees and other vegetation within wooded areas (i.e. cutting back of weed growth, removal of dead trees, pruning, etc.) is an ongoing concern of the Association. The work may be accomplished through community workdays and through the efforts of individual owners. However, in all cases, this work must be done with the specific approval of the Executive Board. All debris generated by such efforts must be removed to an external disposal site. Unit owners who undertake such maintenance work do so at their own risk and at their own expense.

20. **Ornamental Landscaping**

- a. The garden beds in the front of the building and the shrubs contained in them are common area and under control of the Association.
- b. Existing plants cannot be removed or replaced or new ones added without permission of the Association.

21. **Personal Gardens**

- a. All plant containers are limited to stoops or decks.
- b. The lawns shall not be dug up for a garden without prior authorization of the Executive Board. Approval shall be based on a plan and description of plantings submitted in writing.

- c. Approved personal gardens are the sole responsibility of the unit owner and/or tenant. The unit owner shall assume all expense for plantings and continued maintenance.
- d. If any unit is sold where a personal garden has been established by an owner or tenant, it will be the *unit seller's* responsibility to restore the bed to its original grassy area or to leave funds in escrow at closing for the Association to restore the area. The only exception to this would be if the *unit purchaser* notifies the Association in writing that he/she would continue to maintain the garden bed.
- e. The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from their personal garden area. These items are to be considered part of the personal property of a unit (non-permanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sales Contract.

22. **Exterior Decorations**

Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building décor. Simple white lights can be strung on bushes in front of the building. No lighted decorations can be attached to the building. No large/freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed within 14 days of the holiday for which they are erected or placed.

23. **Decks and Porches**

**No alteration of a deck is allowed without the written approval of the Executive Board.**

24. **Signs**

- a. "For Sale" or "For Rent" signs or any other real estate marketing devices are not allowed in the Condominium without the approval of the Executive Board.
- b. Realtors may place up to two temporary "Open House" signs on the common area on the day of the scheduled Open House and these signs must be removed immediately after the close of the Open House.
- c. No business, political or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

25. **Tag Sales**

No unit owner shall hold a garage (tag) sale or outside sale of any kind without the approval of the Executive Board.

26. **Solicitation**

There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

27. **Littering**

Littering is not allowed. Paper, cans, bottles, cigarette butts, food, pet waste, and other trash are to be disposed only in appropriate trash containers. Under no circumstances are such items to be dropped or left on the grounds or other Common Areas.

28. **Outside Activities.** There shall be no organized sports activities, picnicking or fires, except in areas approved by the Executive Board. Outdoor cooking must be in protective metal barbecue containers and used only in such approved areas and provided that such fires are carefully guarded and not hazardous to buildings or other property and comply with state and codes.

29. **Window Treatment**

All window treatments, including, but not limited to, drapes, curtains and blinds shall be white-backed so that the uniform appearance from the exterior of the units is maintained.

30. **Information and Emergency Contact**

- a. Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.
- b. All unit owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the unit.
- c. Unit owners who are away for extended periods of time, either on vacation or because of seasonal use of their condominium unit, are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to ensure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who have this responsibility and who has access to the unit.

31. **Insurance**

- a. Each condominium owner and tenant is responsible for obtaining insurance coverage for personal property and liability.
- b. Many insurance companies doing business in Maine offer specific policies for condominium owners and renters. Unit owners and renters should consult their insurance agent to design a policy to meet their needs.

A typical condominium policy may include coverage for:

- Building Property: items of real property which pertain directly to your unit and may include alterations and permanent installations.
  - Personal Property: items owned by the insured and structures not permanently attached to the unit.
  - Personal Liability: covers claims brought against the insured for damages because of bodily injury or property damage.
  - Coverage for the Master Policy Deductible.
- d. The Association maintains a master policy to cover losses sustained in common areas and structural systems. If you suffer a loss that you believe should be claimed against the Association policy, you should do so through a member of the Condominium Executive Board. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

32. **Access to Units for Repair and Emergency**

- a. The Association has the irrevocable right, to be exercised by the Executive Board, to enter a unit from time to time during reasonable hours as may be necessary for the inspection, as necessary, maintenance or replacement of any of the common or limited common areas, facilities or systems therein or accessible therefrom.
- b. The Association has the irrevocable right, to be exercised by the Executive Board, whenever deemed necessary and regardless of whether the owner is present or not, to enter a unit for the emergency inspection and repair therein necessary to prevent damage to the common areas, facilities and systems or to another unit or units.
- c. In order to facilitate entry in the case of an emergency or absence, the unit owner, if required by the Board, shall provide a working key to the dwelling to a neighbor or to a Board member.

31. **Violations of Rules and Policies Including Financial Obligations**

- a. When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the unit owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.

- b. In cases of repeated (more than once) violations of the Rules & Regulations and/or lack of payment following the warning letter, a fine may be imposed. Each day that a unit owner is in violation shall constitute a separate fine. Per diem fines shall be established annually by the Executive Board.
- c. Any unit owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.
- d. All unit owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an owner is liable, and unpaid financial obligations will likely become a lien against the violating Owner's unit if not satisfied in a reasonable period of time.
- e. Condominium Expenses and related charges are due and payable the first day of each month. Any Units with balances outstanding as of the tenth of each month will be charged a late fee as established annually by the Executive Board,. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit. The Executive Board may establish additional policies regarding collections.

The Executive Board welcomes constructive input and involvement from any unit owner. In bringing issues to the Board, unit owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all unit owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, By-Laws and Rules and Regulations.

THESE RULES AND REGULATIONS WERE APPROVED BY THE DECLARANT ON  
March \_\_\_\_\_, 2023