

# RULES AND REGULATIONS

**SUNFIELD CONDOMINIUM ASSOCIATION  
152 McKeen Street, Brunswick, Maine 04011**

5.15.12

Amended 4.22.14

Amended 6.7.17

Amended 9.13.17

Amended 4.30.18

The SUNFIELD CONDOMINIUM (the “Condominium”) is a private condominium located at 152 McKeen Street, Brunswick, Maine, consisting of 21 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 Board of Directors. All owners are the 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 ensure 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 Board of Directors. 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 Board.

## Points to remember when living in a condominium community.

Owners responsibilities:

- **HOT WATER HEATERS**-should be replaced every ten years or sooner, depending on manufacturers recommendations. If a hot water unit fails and leaks into a neighboring condominium, you will be responsible to pay for damages.
- **WASHER/DRYER HOSES**-should be replaced every five years. They are under pressure and can crack with age. Once a year all dryer vents will be cleaned for a cost of approximately \$65. Everyone will be billed for this service.
- **NEW CODE**- requires that each floor of a unit must have a CO detector. That means 2 per unit.
- **FURNACES**-should be inspected and burners cleaned on a yearly basis to prevent failure and frozen pipes, is recommended. Your propane or oil supplier can advise you the cost of this service.

The Association shall be responsible for the payment of all Common Expenses and the members shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member as such expenses are herein defined. The definitions of Common Expenses and Unit Expenses below are for administrative purposes only and shall not be meant to alter or change the legal definition of the Units, Common Area or Limited Common Areas as set forth in the Declaration.

1. **Common Expenses.** The Association shall be responsible for the payment of all common expenses which shall include, without limitation, any expenses for the maintenance, repair, renovation, alteration, improvement or replacement of the following:
  - a. **Grounds.** The land, lawns, trees, any vegetated areas, unit walkways up to door sills or decks, signage, any common facilities or storage buildings or areas and other common areas.
  - b. **Systems and Utilities.** Sanitary sewer to each unit, electric distribution to each unit meter, telephone line to each unit, cable TV line to each unit, water distribution to each unit master valve, storm and groundwater drainage system, fuel storage, fuel lines and associated distribution to each unit, water and sewer lines running through and/or under foundation and masonry slabs.
  - c. **Interior Structure.** Any masonry floor slabs.
  - d. **Exterior Structure and Fixtures.** Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing and clapboard siding), unit party walls, studs, joists, and load bearing portions of the buildings, shutters, attics (framing, floor and insulation), foundation walls, any masonry floor slabs, exterior foundation drains, interior foundation drains, exterior shed roofs, framing, exterior walls and siding, existing front and rear exterior steps and railings.
  - e. **Other.** All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.
2. **Unit Expenses.** Common expenses shall not include Unit Expenses. Each member shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member, which shall include, without limitation, any expenses in connection with the maintenance, repair, renovation, alteration, improvement or replacement of the following:
  - a. **Systems & Utilities.** Pipes, lines, cables and wires serving one individual unit including all valves, junction boxes and any other related components; i.e. water lines inside of unit master

valve located in both interior and exterior walls and in floors; sewer lines inside of unit outlet located in both interior walls and exterior walls and in floors; electrical wiring inside of electrical meter, located in both interior and exterior walls and ceilings and in floors; the master electric circuit breaker; heating equipment (heating appliances, radiators, water heaters, boilers, air intake and exhaust fittings and heating controls, interior cable television including incoming service terminal; interior telephone lines including incoming service terminal; internal water shutoff valves; smoke detectors; security alarms; unit dryer venting systems including piping and vents; kitchen exhaust fans; and bathroom exhaust fans;

- b. **Interior Structure & Fixtures.** Sheetrock on all *interior* walls, including unit party walls; framing, and insulation; interior first floor sub-floor sheathing; interior upper floor sub floor sheathing; stair-framing for all stair units; interior moldings and trim; interior doors; stair trim; wall and ceiling coverings (paint, wallpaper, furring, gypsum board and other finished surfaces); floor coverings (carpeting and other finished flooring material including padding and additional sub-flooring); stair coverings; kitchen cabinets; built-in cabinets or fixtures; bathroom fixtures (tub, shower unit, sink, vanity and toilets); fireplaces; and light fixtures;
- c. **Exterior Structure & Fixtures.** Exterior unit doors (front, kitchen and patio doors); storm/screen doors, window and door glass; window, door and skylight frames, screens, thresholds and sills; decks (all components); exterior shed doors, floors and door frames; building mounted light fixtures, doorbells and privacy fencing;
- d. **Liability.** The unit owner is liable for all damages to the common elements of the building and to damage to personal property of other unit owners and bodily injury caused by failure to properly maintain the above systems, utilities, structures and fixtures, which are the unit owner's responsibility.

### 3. **Right to Peaceful Enjoyment By All Unit Owners.**

- a. 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, tenants and pets.

### 4. **Guests and Tenants.**

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

### 5. **Board Approval and Notification**

- a. Except as otherwise allowed by the Declaration for minor alterations or renovations, all unit owners are required to obtain written approval by the Board of Directors before undertaking any project involving additions (temporary or permanent), and alterations to their unit's interior, the limited common areas attached to their unit, and the structure of which their unit is a part. See section 6. 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.
- b. All unit owners are required to notify the Board, in advance, of significant maintenance/replacement, upgrading projects being undertaken inside their unit and not involving structural change, doors, windows, skylights, etc. Such work includes but is not limited to: adding a security system, finishing a basement, finishing an upstairs area into a bedroom, changes in flooring, replacement of bathroom/kitchen fixtures and cabinetry. The

Association needs to know for insurance purposes. Aspects of the project may require compliance with Board specifications.

- c. Unit owners who take such actions without Board approval will 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 and/or be fined an amount as determined appropriate by the Board.

## **6. Alterations and Improvements**

Alterations and improvements require advance written Board approval and/or compliance with Board approved specifications, subject to the terms of the Declaration. If alterations and improvements result in damage to a common element or limited common element, the property must be restored at the unit owner's expense. Alterations and improvements covered by this rule include but are not limited to the following:

- a. Any alteration or improvement to a unit, to a limited common area or a common area which involves a change in structural integrity.
- 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 a door style and color approved for use at the Condominium.
- d. Installation of a new roof skylight.
- e. Installation of a door or window in a place where one does not currently exist.
- f. Any modification or improvement to a deck including sanding and power washing. All deck modifications must comply with the Condominium's Deck Specifications. Only clear sealants are approved for use on decks.
- g. The installation of a temporary screen room or pergola on any part of a deck. Such additions are allowed but must be approved for use at the Condominium. Temporary structures may not be erected until May 15<sup>th</sup> and must be removed by October 15<sup>th</sup>.
- h. Any modifications to foundations or chimneys.
- i. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, etc.
- j. Removal, replacement or addition of any plant or tree located in a common area.
- k. Addition, removal or enlargement of any garden space within a common area.
- l. 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.
- m. 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.
- n. Unit owners who take actions without required Board approval or use products not approved for use at the Condominium may be required, at their expense, to remove all unapproved changes or additions and restore the building, common area or limited common area to its original condition and/or be fined an amount as determined appropriate by the Board of Directors.
- o. Upon completion, alterations and improvements are subject to inspection by the Board. If the alteration/improvement is inconsistent with the original plans submitted to and approved by the Board or if the quality of work does not meet a standard of quality consistent with Sunfield properties, the unit owner may be required, at their expense, either meet the specifications outlined in the approved plans or restore the building, common area or limited common area etc. to its original condition. Failure to do so may result in a fine of an amount determined appropriate by the Board.

## **7. 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 or deck except as set forth in the Declaration.

## **8. 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 the contractors shall specifically name the unit owner and the Condominium 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.

## **9. Household Pets**

- a. Household pets are allowed but 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. Dogs are allowed for per unit so long as their presence does not result in any increase of premium of the Condominium's master insurance policy. Such dog breeds would include pit bulls, doberman pincers, bull mastiffs and rottweilers and therefore are not permitted. Aggressive, destructive and/or exotic pets are not allowed.
- c. All pets must be licensed and inoculated as required by law, and owners must comply with City of Brunswick ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.
- d. No pet is allowed outside of its unit except on a leash and under the control of a responsible person.
- e. Owners are responsible for the immediate removal and proper disposal of pet wastes from lawn or driveway common areas.
- f. Damage to common area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes will 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.
- g. 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.
- h. No animal shall be tied or leashed outside the unit without the presence of a responsible person at all times. Exterior pet runs of any type are not allowed at the Condominium.
- i. 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 size and species, to establish additional behavior requirements, and to expel any offending animals from the Condominium.

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

## **11. Stormy Weather**

- a. The Board and the snow removal contractor make every effort to ensure that snow is cleared from paved areas and walkways to each unit's main entrance as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable. Unit owners and residents must be available to move their cars to allow for plowing of the lot. If the unit owner or resident is not available to move their vehicle during the time of plowing, they are responsible for clearing the accumulated snow not removed by the plow due to the presence of their vehicle.
- b. 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.
- c. In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the unit owner/tenant.
- d. 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.
- e. During winter months, the unit owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from heater air intake/exhaust fittings (usually on the front next to the door); clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; and insuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your unit or others.
- f. 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. It is essential that a member of the Board be notified of who has this responsibility and who has access to the unit.
- g. 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.

## **12. RECYCLE AND TRASH DISPOSAL Household Trash**

- a. There are four recycle bins. No plastic bags please, cardboard boxes must be broken down to fit in bins. If too large for bin, please break down and slide next to bins. You can find a list of items that are to be recycled, see Town of Brunswick website below. *Garbage and household trash shall be kept in closed containers inside the owner's unit or in such other areas designated by the Board.*
- b. Owners/tenants are responsible for ensuring that accumulated trash does not create a nuisance in regards to odor, cleanliness, bug infestation, animal attraction or neatness.

- c. Trash service - no household furniture or large items. Large household items must be taken to the nearest recycling facility. Do not leave anything outside the large dumpster. Public trash removal services are only for the removal of routine household trash. Larger items and hazardous wastes are the responsibility of the owner/tenant and should be disposed of in accordance with City of Brunswick ordinances and practices.
- d. Anyone leaving objects outside the dumpster or recycling bins is subject to a fine.
- e. WWW. [brunswickme.org](http://brunswickme.org) for list of approved recycling items, where to bring large items for recycling or disposal.

### **13. 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 you have exclusive use, and safety is not compromised by the installation. "Exclusive use" means an area of the property that only you, and the persons you permit, may enter and use to the exclusion of other residents (i.e. decks). The video antenna and satellite dish must be installed wholly within the exclusive use area.
- 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 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.

### **14. Air Conditioners**

- a. Installation of window-mounted air conditioners is not permitted.
- b. Interior air conditioners with hose venting to the outdoors through a window are allowed per Board approval of the venting system.
- c. It is preferred that the window vent be located in a rear or side window rather than a front window.
- d. The window venting system may remain in place from May 15 through October 15.
- e. The unit owner using the air conditioner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.
- f. If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal.

### **15. 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 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.

- c. Gas, charcoal or wood-fired grills and chimineas may only be used in open, uncovered areas at least 3 feet from any wall or vegetation.
- d. In accordance with Town of Brunswick ordinance, all units must display the 2-character building / unit designators next to their front entrance in a style approved for use by the Board of Directors.
- e. Unit owners are responsible for replacing backup batteries in hardwired smoke detectors and are encouraged to install additional smoke, carbon monoxide and propane detectors in their units.
- f. The speed limit on Condominium property is 10 mph at all times.

#### **16. Hazardous Materials**

- a. No unit owner may apply any solid or liquid substance intended to kill or harm plants or animals to any common area or limited common area without Board approval. This includes pesticides, herbicides (weed killer), insecticides (bug killer), baits and other hazardous substances.
- b. 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. Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends. No hazardous solid or liquid substances are allowed to be drained into or disposed of in or near the storm sewer.
- 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. Owners are encouraged to take advantage of the hazardous waste collection events sponsored by the Town of Brunswick.
- d. Spills of fuel oil, kerosene, gasoline, motor oil or other hazardous or polluting substances inside a unit, or on any common or limited common area (paved or otherwise) shall be reported immediately to the Board. Absorbent materials are available for use in this event.
- 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.

#### **17. Woods and Lawns**

- a. All lawns and vegetated areas at the Condominium are common areas and under the control of the Association.
- b. No temporary, semi-permanent or permanent structures (tents, play equipment, screen rooms, etc.) are allowed on any common area.
- c. Lawn maintenance by anyone other than the Association's landscaper is prohibited, unless otherwise approved by the Board.
- d. Residents/owners are permitted to trim up to 6 inches off shrubbery located directly outside their unit up to twice per year for the purpose of maintaining the appropriate size and shape of the shrubs.
- e. Weeding of beds around the Sunfield landscaping is encouraged.

#### **18. Parking**

- a. Each unit has two designated parking spaces outlined in Sunfield's master parking plan.
- b. There is no designated guest parking on the property. If a resident is having guests and will need additional parking, they are to speak to a neighbor to ask permission to use a neighbor's space. Otherwise, cars may be parked on McKeen Street. Cars



parked in a space other than those designated for their unit may be towed at the owner's expense.

- c. Parking on the grass or in the driveway is prohibited.

## **19. Ornamental Landscaping**

- a. Any garden or beds in the front of the building and any shrubs contained in them are common area and under the control of the Association.
- b. Existing plants cannot be removed or replaced or new ones added without permission of the Board of Directors.
- c. Owners may plant perennials and annuals in the section of the bed between their front door and the driveway provided they maintain their plants and the presence of the plants does not impede the work of the Association's landscapers. Only live plants, rock and mulch are allowed in these areas. Any drainage rock or mulch added must be consistent in color and texture with the existing rock and mulch used in Sunfield.
- d. Window boxes and planters shall be permitted for the unit owner that uses the adjoining window.
- e. The Association is not responsible for replacing any personal plantings removed by the seller of a unit from ornamental planting area in front of or on the side of each unit. These items are to be considered part of the personal property of a unit (nonpermanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sale Contract.
- f. No artificial plants, flowers, vegetation may be displayed outside of any unit with the exception of temporary seasonal decorations.
- g. Bird feeders are permitted, but the placement of food outside of a bird feeder for the purpose of attracting wildlife is not permitted.
- h. Affixing brackets, planters or ornaments to the side of buildings requires board approval.
- i. Shepherd hooks may be placed adjacent to decks or in a common area up to two feet from the resident's deck as long as its' placement does not interfere with lawn mowing or landscaping.

## **20. Personal Gardens**

- a. Flower boxes, pots and other plant containers are limited to decks or deck railings.
- b. The lawns shall not be dug up for a garden without the prior authorization of the Board of Directors. Approval shall be based on a plan and description of the plantings submitted in writing.
- c. 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.
- d. 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 terms of the Purchase and Sale Contract.
- e. No artificial plants, flowers, vegetation may be displayed outside of any unit with the exception of temporary seasonal decorations.

## **21. Exterior Furniture and Decorations**

- a. In order to maintain a uniform and tidy appearance of the Condominium, please limit the number of decorative objects outside your main entrance to four and ensure that they do not block the walkway.
- b. Permanent furniture may be placed on decks.

- c. Outdoor furniture in front of interior units will be limited to wooden benches or boxes painted one color consistent with the palette of their building (i.e. trim, siding or door). Paint chips are available from the board. This language does not prohibit the use of furniture that is taken inside when not in use such as small stools and lawn chairs. However, these items must be taken inside when not in use.
- d. Holiday-specific decorations may be placed no more than 30 days prior to the holiday and must be removed within 15 days following the holiday.
- e. Holiday wreaths are to be hung on doors only, except for end units where they may be hung next to the main entry.
- f. No decorations may be attached to the building unless using existing hardware.
- g. Lights may be strung on bushes in front of the buildings, but must be powered by the outlet owned by the resident placing the lights.
- h. Exterior lights must be turned off by 10pm. A resident may be asked to turn off exterior decorations if they disturb a neighbor.
- i. All exterior decorations must be labeled as appropriate for outdoor use.
- j. No objects, decorations or furniture may block any entrance to a unit.

## **22. Clothes Hanging Devices**

Clotheslines and clothes-drying racks are allowed on decks, but must be taken down / removed when not in use.

## **23. Decks and Porches**

- a. Decks and porches (“decks”) are designated limited common areas for the specific use of the unit owner/tenant. The land on which decks sit is common area of the Association and under the control of the Association.
- b. As with any limited common element, the Board of Directors may require an owner to repair, maintain or replace their deck at the owners’ expense.
- c. Except for approved privacy dividers, decks at the Condominium are to remain decks and cannot be walled in, roofed over or in any way turned into a building of any kind except as approved by the Board.
- d. Repairs, maintenance, or modifications to a deck (including enlargement) requires compliance with the Condominium’s Deck Specifications and advance approval of specific plans by the Board and the Town of Brunswick Code Enforcement Office.
- e. Unit owners/tenants are responsible for regularly clearing their decks of snow to prevent damage to the deck and to the adjoining building structure.
- f. Decks shall not be considered additional storage space for the unit owner’s personal property.
- g. Decks and the personal property used in the enjoyment of the deck shall be kept in a neat and orderly condition at all times.
- h. Hot tubs or any similar devices are not allowed on any common or limited common area unless approved by the Board and the Town of Brunswick.

## **24. Mailboxes**

Mailboxes are the property of the United States Postal Service.

## **25. Signs**

- a. “For Sale” or “For Rent” signs or any other real estate marketing devices are not allowed at the Condominium without the approval of the Board of Directors.
- 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. Signs of any type shall not be allowed on the grounds or attached to any part of a building, but may be affixed to a window at the Condominium subject to any city approvals.

## **26. Yard Sales**

Private / personal yard sales are not allowed. The Association may organize a community yard sale no more than twice a year.

## **27. 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 Board of Directors.

## **28. 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.
- d. In accordance with Town of Brunswick ordinance, all units must display the 2-character building / unit designators next to their front entrance in a style approved for use by the Board of Directors.

## **29. 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 owner and renters. Unit owners and renters should consult with their insurance agent to design a policy to meet their needs.
- c. 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.
- d. Sunfield Condominium 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 Board of Directors. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

## **30. Access to Units for Repair and Emergency**

- a. The association has the irrevocable right, to be exercised by the Board, to enter a unit from time to time during reasonable hours and with reasonable notification as may be necessary for the inspection, 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 Board, whenever deemed necessary and regardless of whether the owner is present or not, to enter a unit for 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, shall provide a working key to the dwelling to the Board of Directors.

### **31. Sale of Condominium Units**

- a. A Resale Certificate is required by Maine law to be provided by the Unit owner to the purchaser prior to the closing of the sale of a Unit. Under the law, no interest in any Unit may be conveyed, in whole or in part, without submission by the Unit owner of a Resale Certificate, prepared by the property management company, to the buyer or transferee of such interest.
- b. Unit owners must notify the property management company in advance of the pending sale of any interest in any Unit so that a Resale Certificate may be prepared in a timely fashion by the property management company. The Rules and Regulations then in effect shall be attached to the Resale Certificate.

### **32. Leasing of Condominium Units**

- a. Unit owners who wish to rent their property must use a formal lease form, and provide a copy to the management company, along with the tenants contact (including vehicle) information for emergent purposes, and the signed last page of the R & R's within 10 days of signing the lease.
- b. Unit owners are responsible for timely delivery of notifications from management company regarding the association to their tenant, regarding parking or snow removal, work around property, etc.
- c. Unit owners must not suspend their own condominium owner's insurance policy during the period of rental. Tenants are encouraged to obtain renter's insurance.
- d. No Unit shall be occupied except under the terms of a written lease for a period of not less than twelve months in length.
- e. All leases must specifically state that the lease is subject to the Declaration, By-laws and Rules and Regulations, which shall be furnished to Tenant. Tenants must sign and the Unit owner must deliver to the property management company the executed lease agreement and the signature page, signed by the tenant. Subleasing of Units is prohibited and no portion of any Unit (other than the whole Unit) shall be leased for any period
- f. Regardless of the terms of rental, the timely payment of unit monthly fees and special assessments during the rental period remains the responsibility of the unit owner. In the event of nonpayment, regardless of who should be making payments, the unit owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

### **33. Procedures**

- a. Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) should be communicated to a Board member immediately.
- b. Work requests, suggestions or complaints to the Board should be submitted in writing to the Board Secretary or to the management company if one is employed. Requests for hearings on any issue shall be submitted in the same manner.
- c. Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.
- d. A group of unit owners seeking to make a joint work request, suggestion or complaint should designate a spokesperson for communication with the Board.

### **34. 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.
- b. In cases of repeated complaints and/or lack of payment following a warning letter, a fine or additional penalty will be imposed. Standard fine increments for unresolved violations are \$25, \$50, \$100. Continued non-resolution of the violation will result in legal action. Some violations, due to their severity, will incur a larger fine as determined appropriate by the Board.
- c. Any unit owner has the right to submit a written appeal and request a hearing with the Board.
- d. All unit owners must understand that assessments and penalties related to noncompliance 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.

The Board of Directors 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 Board of Directors 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.

*(sign last page and return to management company)*

By signing this, I agree that I have read and received the Rules and Regulations of Sunfield Condominium Association.

Unit: \_\_\_\_\_ Date: \_\_\_\_\_

➤ Name (sign):

\_\_\_\_\_

Name (print) \_\_\_\_\_

➤ Name (sign):

\_\_\_\_\_

Name (print) \_\_\_\_\_

