

**RULES AND REGULATIONS
OF
SPRINGBROOK HILL, A CONDOMINIUM**

A. GENERAL

1. Springbrook Hill Condominium Association (“Association”), acting through its Executive Board, has adopted the following Rules and Regulations (“Regulations”). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to “Unit Owners,” such term shall apply to the owner of any Unit, to such Owner’s family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, or such Owner’s family or the tenant of such Unit Owner. Wherever in these Regulations reference is made to the “Association”, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent is acting on behalf of the Association. Capitalized terms not defined herein shall have the same meaning ascribed to them as in the Declaration of Condominium for Springbrook Hill, A Condominium, dated August 16, 2006, as amended from time to time (the “Declaration”).

3. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the Condominium, walkways, drives, grounds, common facilities, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board. In the event of a conflict between these Rules & Regulations and the terms and provision of the Declaration, the terms and provisions of the Declaration shall control.

B. RESTRICTIONS ON USE

1. No part of the Condominium property shall be used for any purpose except housing and the common purposes for which the Condominium was designed, except for such Units as may be used as a sales office/model unit by the Declarant. Except as aforesaid, each Unit shall be used as a single-family residence.

2. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Executive Board except as herein or in the Association Bylaws expressly provided. No Common Elements shall be decorated or furnished by any Unit Owner in any manner.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Building or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area. The Common Elements shall be used in such a manner so as not to cause injury to person or property.

4. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any Common Elements; provided, that if the City of Belfast offers curbside pickup, trash may be placed on the curbside in proper receptacles no sooner than the morning of the pickup.

5. The water closets and other water and sewer apparatus shall be used only for the purposes for which designed and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

6. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of any Building or that may structurally change any Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

7. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

The following acts undertaken within the Property, including within Units and on the Common (and Limited Common) Elements, are declared to be in violation of the enjoyment of Property rights of all owners and residents.

The production of any audible noise between the hours of 10:00 p.m. and 6:00 a.m., so as to annoy or disturb the quiet, comfort, or repose of any reasonable person located within any Unit or upon any Common (and Limited Common) Elements, is prohibited.

In enforcing this rule, it is not necessary that the victim, or person affected by a violation of this provision, should make a complaint or necessarily testify in a proceeding to enforce the provisions of this article, if, from a preponderance of the evidence presented, the Executive Board or its designee, acting for the Board, is convinced that a violation of this provision has occurred or has taken place, taking into account the totality of the evidence presented.

Exceptions: This noise section shall not apply to sounds or noise emitted from the following:

- a. Owner-generated emergency work and/or repair to property, with management permission.
- b. Emergency power generators during a power outage by Duplex and Townhouse residents.

Recommended process of grievance: Please reference the Springbrook Hill Owner's Handbook: "Management and Compliance."

Rule amended 4/18/23

8. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto. The prohibition herein is intended to include without limitation: laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other similar items. No clothesline, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements.

9. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

10. Christmas Decorations:

- a. Restricted to Limited Common Elements; porch, entry, front yard
- b. Cannot be displayed prior to December 1
- c. Must be removed no later than February 1
- d. Cannot be attached to exterior of building

Rule added 2/15/12

11. Townhouse and Garden Unit Owners are not permitted to keep or use any hibachi, gas-fired grill, charcoal grill, or other similar devices on their decks or porches. Listed electrical ranges and grills are permitted.

Rule added 2/15/12

12. Duplex Deck Expansion:

- a. Requires approval of both duplex owners
- b. Not to exceed 10 additional feet in any direction
- c. Deck and railing construction must replicate existing architectural details as closely as possible
- d. Must comply with all local and state construction codes

Rule added 2/15/12

13. Any first floor Garden Unit may modify the porch railing to install a swing gate, that, when closed, shall conform to the existing structure and design of the porch railings. Owners that elect to make such modifications must seek approval from the Board (or, as delegated, the Manager) for their proposal. The Board (or, as delegated, the Manager) shall have the right to modify the proposal by way of changing the location of the gate, requiring installation of walkway stones/pavers or requiring landscaping changes at the requesting Owner's expense to minimize the visual impact of their proposal. In the event that the usage of the new entry/exit results in excessive wear-down of the grass/soil around the Garden buildings, the Unit Owner making such modifications may be required to extend the current walkways around the building at their own expense.

Rule added 2/15/12

14. Per Section 7.1(i) of the Declaration, Garden Apartment units may not alter the original design of the flooring inside the unit. Replacement flooring shall consist of carpeting and padding. Kitchens, bathrooms, laundry closets and foyer areas (not to exceed 40 sq. ft. in foyers) are exempt from this rule and may be covered with alternative type flooring. Any flooring installed prior to the approval of this rule shall not be exempt, however flooring in these instances shall not have to be replaced unless:

- a. Disposition of the unit occurs – in which case, flooring shall be replaced prior to, at or immediately after transfer of title to the unit, or
- b. In the sole opinion of the association, it causes an undue nuisance upon adjacent owners.

Rule added 1/21/17

C. PARKING AND STORAGE

1. All personal property placed in any portion of the Condominium or any place appurtenant thereto, including without limitation any storage areas, shall be at the sole risk of the Unit Owner; the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

2. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles may park in designated spaces on Springbrook Drive and on the side of the road with the streetlights. No vehicles may block entrances to driveways or fire hydrants. No vehicles are allowed off the paved surfaces without permission, with the exception of the side road for building #28. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

Rule amended 9/16/19

3. Parking so as to block sidewalks or access ways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provision of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

D. RECREATIONAL ACTIVITIES

1. All persons engaging in recreational activities on property that is either part of or adjacent to the Condominium property including, without limitation, the Club House, tennis court, basketball court, volleyball court and playground, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such activities. No Unit Owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such activities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of such recreational activities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its

agents, servants or employees in the operation, care or maintenance of the Condominium property.

E. ASSOCIATION

1. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified.
2. Complaints regarding the management of the Condominium property or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

F. MISCELLANEOUS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for damage or injury caused by any radio, television or other electrical equipment in such Unit. Noise shall be kept at a level so as not to disturb other Unit Owners.
2. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board.
3. Solicitors are not permitted in the Condominium. If any Unit Owner is contacted by a solicitor, the Managing Agent should be notified immediately.
4. For any unit that shall remain vacant for more than 72 consecutive hours, Unit Owners are required to provide advance notice to the Board of such vacancies (through management if so directed) so that unit walkthroughs may be completed. Walkthroughs will be conducted under the powers granted to the Board in Sections 6.1(d), 6.1(e) and 6.1(h)(i) of the Declaration of Condominium for the purpose of inspecting that Common and Limited Common Elements (plumbing, heating, sprinkler lines, etc.) are being properly maintained (by way of a minimum of 55 degrees heat in all parts of the house). Owners will be required to provide access to their units during these 72 hour or more periods of absence. Failure to comply may be considered a breach of condominium association rules and could result in personal financial penalties.

Owners are required to take reasonable and appropriate precautions to ensure pipes do not freeze. Owners will be provided with a list of preventative actions to assist in complying with this rule. The costs to repair damage caused by freezing pipes may be assessed to the owner responsible.

*Rule added 2/15/12
Rule amended 9/28/13*

5. *--Reserved--*

*Rule added 2/15/12
Rule repealed 5/16/23*

6. A membership fee equal to two (2) months estimated Common Expense liability for each Unit shall be due upon resale. Each Unit's membership fee shall be collected from the new deeded owner upon the transfer of title and shall be transferred to the Association for deposit into the working capital fund (reserves) for the respective class of unit. The amount paid by the new deeded owner shall not be considered as advance payment of a normal Common Expense liability and no Unit Owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of the Unit or otherwise. This fee shall generally apply to all transfers of title to new deeded owners where a resale certificate is requested except for those where the form of ownership is converted into a Living Trust or some other beneficial form of ownership controlled by the same entity.

Rule added 6/3/12

7. Penalties: The Executive Board has a duty to enforce Association rules consistently, reasonably and fairly. The Board's authority to enforce rules and regulations derives from the Declaration (Article 12), the Bylaws (Article 3), and the Maine Condominium Act (Article 3). Any penalties for findings of violation of the Declaration, Bylaws, or Rules and Regulations will be imposed by the Board on a case by-case basis.

Penalties may include loss of access to amenities and/or a fine of up to \$15 per day or per incident. They may also include any or all costs the Association incurs in dealing with an infraction.

*Rule added 6/25/16
Rule amended 3/4/19*

8. Security / Keys / Locks: Per Section 6.1(h)(i) of the Declaration, the association requires all unit owners to provide immediate access for emergency and/or casualty events. This is accomplished by either providing a copy of the front entry key(s) to the unit or by providing access through a master system.

Garden units are permitted to install a deadbolt that matches the bright brass finish of the existing lever set. All units may elect to replace the deadbolt with a keyed access pad in bright brass finish; however the owner must still provide a physical copy of the access pad key to the association.

No owner may change a lever/lockset for their unit without securing permission of the association. Only approved replacement models shall be permitted.

Rule added 9/16/19

G. PET RULES

The intention of these rules is not to discourage owners from having family pets, but to give direction as to what is expected as responsible and considerate pet owners and association neighbors.

1. Definitions: Common household pets are allowed to be housed within condominium units. These include domesticated animals, such as a dog, cat, bird, rodent, fish, or turtle that are traditionally kept in the home for pleasure rather than commercial purposes. Common household pets do not include reptiles (except turtles), insects, or spiders. Furthermore, farm animals and wild or exotic pets are definitely not included. We recognize two categories of pets, caged and non-caged. Non-caged are dogs and cats. Caged are birds, fish, rodents, and turtles, with any single cage not to exceed eight (8) eight cubic feet in size.

2. Limits: There is a limit on how many pets are allowed per unit. For non-caged pets the limit is three, in any combination. For example: two dogs and one cat, or three cats. The limit for caged pets is two. Individual animals within cages are not counted themselves. For example: two birds and an aquarium of fish. There is a limit of three non-caged and/or caged pets in total. For example: two dogs and one caged guinea pig, or one cat and two cages.

3. Pet restraint: Dogs are not permitted to run freely in the hallways of any Garden Apartment Building. Dogs are to be appropriately and effectively restrained and under the control of a responsible individual while in the Common Elements.

4. Restricted areas/Common areas: Unit owners shall be liable to the Association for any damage on or to the Common Elements caused by their pet and pets of visitors, lessees or tenants. No dog shall be permitted on the Common Elements unless the dog is on a leash or otherwise under active, direct control of a responsible adult. No dog shall be left unattended on the Common Elements, even if leashed or tied. Housing pets outside any unit is prohibited.

5. Pet licensing & Inoculations: The Association requires all non-caged pets be inoculated and licensed as required by state and local laws and regulations.

6. Sanitary standards: Pet owners are responsible for immediate clean up and removal of any excrement deposited anywhere on the Common Elements by their pets.

7. Pet refusal: The Executive Board may order removal from the property any pets determined by the Association Board not to be properly controlled or restrained, which cause unreasonable annoyance to other owners, or which are otherwise unreasonably loud, aggressive or threatening of other pets.

8. Exceptions/Violations: The Executive Board shall make exceptions to the requirements of this rule as required by federal and state fair housing acts and human rights laws and may make exceptions in other cases, on a case by case basis. Any owner who wishes to allow a dog on the Common Elements without a leash shall first obtain approval from the Executive Board, evidenced by a written waiver from the Association Board.

Rules G.1 through G.8 added 5/28/21

H. RENTAL OF UNITS

1. Leasing: Owners of Units may lease their Units. All leases shall be in writing. Copies of signed leases shall be provided to the Executive Board or its designated representative within ten (10) days of the commencement of the lease. Each lease shall contain a lease addendum as set out below.
2. Length of Lease: Normally, lease duration must be at least six months. However, lease duration can be less than six months but there cannot be more than two such leases per calendar year. At no time can a lease duration be less than two weeks.
3. Waiver of Liability: The Association may require a signed waiver of liability form provided by the Executive Board, indemnifying the Association for injuries and damage incurred as a result of the use of the Property.
4. Joint Liability: Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.
5. Inspections: For Garden Apartment Units a mandatory LCE (hallways, common entrances, etc.) inspection must be scheduled with Management prior to tenants moving in, and again upon moving out. Fines, assessments and other costs as the Declaration allows may be imposed to Owners for building damages.
6. Charges: The Association charges a \$100 administrative fee for tasks related to new tenancies (not renewals).
7. Additional Rights: The Association may, subject to procedures and descriptions in the Lease Addendum:
 - a. Require an Owner to evict a tenant for failure to comply with the provisions of the Condominium Documents or the Maine Condominium Act or do so itself as an attorney-in-fact for the Owner.
 - b. Require a Tenant to make payments directly to the Association in the event that an Owner is delinquent in their obligations to the Association.
8. Addendum: Each tenant, guest or otherwise shall sign a “lease addendum” in substantially the following form (included as a separate page) and send an executed copy to the Executive Board or designated representative within ten (10) days of beginning of occupancy. Whether or not this is done, the terms below shall be considered part of the lease contract.

Rules H.1 through H.8 added 8/6/21

SPRINGBROOK HILL CONDOMINIUM LEASE ADDENDUM

This Addendum to Lease Agreement, dated _____

between _____ ("Owner(s)")

and _____ ("Tenant(s)") for the

lease of Unit _____ in the Springbrook Hill Condominium is hereby incorporated into the tenancy:

Compliance with Declaration, Bylaws, and Rules and Regulations (The "Condominium Documents")

A. Tenant acknowledges receipt and review of those parts of the Condominium Documents that apply to the Tenant. Tenant agrees to comply with them.

B. Owner acknowledges that violations of the Condominium Documents by the Tenant or other occupant or guest will subject the Owner to penalties authorized by the Condominium Documents or the Maine Condominium Act.

C. All leases or tenancies are subject to the following provisions, which are incorporated into the rental agreement by reference and shall apply whether or not expressly included:

a. If a guest, Tenant or occupant fails to comply with the provisions of the Condominium Documents or the Maine Condominium Act, the Board may notify the Unit Owner of such violation(s) in writing and demand that they be remedied through the Owner's efforts. The Owner is then obligated to do so, including eviction, at the Owner's sole expense. If the Owner fails to remedy the violation(s) within a reasonable time, as determined by the Board, the Board shall have the right, but not the duty, to evict the occupant as attorney-in-fact for the Owner and at the Owner's sole expense, including legal fees and other associated costs. These expenses shall have the same status as unpaid assessments by the Owner.

b. If an Owner is sixty (60) or more days delinquent in payment of Association assessments, the Executive Board may require a Tenant or other occupant to pay their rent directly to the Association. The Association shall give ten (10) days written notice by certified mail, return receipt requested, of its intent to do so to the Owner and the Tenant or occupant. The Owner shall have ten (10) days to provide documentary evidence showing compliance. In the absence of this showing, the Tenant or occupant shall send rent payments directly to the Association, credited toward Owner delinquencies. The Association shall have the right to assess administrative, management, maintenance and other fees it incurs during this process. In the event of the creation of a net credit on an Owners Account, no monies shall be directly refunded to an Owner until after disposition of the Unit has occurred. A Tenant may be (fully or temporarily) released from the obligation to pay rent directly to the Association once the Owner has made one monthly fee (and propane) payment to the Association and there is a net credit on the account. No Tenant or occupant shall incur any liability by complying with this notice. This provision shall not affect mortgagee rights.

In Witness whereof, the parties set their hands this _____ day of _____, _____

Owner(s) _____

Tenant(s) _____

DOCUMENT INFORMATION

This document has been updated as of 8/6/21, as approved by the Springbrook Hill Owners Association Executive Board. All previous versions are no longer valid. All rules are effective as of 8/16/2006, unless otherwise noted.

Updates:

2/15/12: Rules added – Christmas Decorations (B.10), Grills (B.11), Duplex Decks (B.12), Garden Porches (B.13), Walkthroughs (F.4), Propane Deposit (F.5)
6/3/12: Rule added – Membership Fee (F.6)
9/28/13: Rule amended – Walkthrough (F.4)
6/25/16: Rule added – Penalties (F.7)
1/21/17: Rule added – Garden Flooring (B.14); Rules moved – Duplex Decks (to B.12 from F), Garden Porches (to B.13 from F); Numbering convention modified (Section headings now A,B,C, etc.; Rule numbers reset w/each section)
3/4/19: Rule amended – Penalties (F.7)
9/16/19: Rule amended – Parking (C.2); Rule added – Security / Keys / Locks (F.8)
5/28/21: Rules added – Section G, Rules (G.1) through (G.8) added in their entirety as one Pet Rules section
8/6/21: Rules added – Section H, Rules (H.1) through (H.8) added in their entirety as one Rental of Units section
4/18/23: Rule amended – Restrictions on Use (B.7) amended to include new language regarding noise
5/16/23: Rule appealed – Propane deposit (F.5) rule removed & all deposits to be refunded