

RULES AND REGULATIONS

and

RESIDENTS' HANDBOOK

of the

YORK & HIGH CONDOMINIUM

and

YORK & HIGH CONDOMINIUM ASSOCIATION

Revised Sept 18, 2024

INTRODUCTION

High & York Condominium is a mixed-use Condominium located on the westerly side of York Street, at the intersection of York Street and High Street, in Portland, Maine. The Condominium consists of sixty-three (63) residential Units located on the second (2nd) through the fifth (5th) floor, and Retail Unit(s) located on the street level (first floor). This handbook contains rules and regulations ("Rules") for the Residential Units that have been adopted by the York & High Condominium Association (the "Association"). The Association, acting through its Board, manages the affairs of the Condominium.

In these Rules, the term "Unit" refers to any one of the sixty-three (63) residential Units in the Condominium (the term "Unit" is defined in more detail in the Declaration), the term "Residents" refers to the occupants of a Unit (whether occupying through ownership or as tenants leasing from the owner), and the term "Board" refers to the Executive Board of the Condominium. Other terms will be defined in these Rules and will be capitalized to signify that they are specifically defined terms. Some capitalized words are not defined in these Rules, and they shall have the meanings assigned in the Declaration.

The Board will retain the services of a manager for the residential portion of the Condominium, referred to as the "Manager". The Manager will be given authority to administer and enforce these Rules and to perform other administrative functions on behalf of the Board. If at any time the Board has not retained a Manager, then any references in these Rules to the Manager shall be deemed to refer to the Board. The Board may change and supplement these Rules in the future, but the Board does not have the power to change certain rules that relate to safety or structural integrity or that are critical to the functioning of the businesses that may be operating in the Retail Unit.

ARTICLE I GENERAL RULES AND REGULATIONS

1.1 Each Unit Owner shall be obligated to maintain his or her Unit in a clean, neat, sanitary, and safe condition and keep the Unit in good repair in accordance with the Declaration.

1.2 Residents and their guests are expected to conduct themselves in a manner that will not disturb other Residents or their guests, or the customers of the Retail Unit. No unreasonable noise, disturbance or nuisance shall be allowed in any Unit or in or upon any Common Element, nor any use or practice that interferes with the quiet and peaceful occupancy of any Resident, or any Retail customer. All parts of the Condominium shall be kept in a clean and sanitary condition, and no refuse, rubbish or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate or result in the cancellation of insurance of the Condominium building or the contents thereof.

Residents have the right to use the Common Elements of the Condominium, such as the hallways, corridors and elevator and the right to use specified Common Elements of the Condominium, such as

exterior walkways, emergency stairways, and the trash room, the fitness room near the entrance area on the second floor, but all such use must be in accordance with the Declaration. Residents may not interfere with the use of these facilities by others. Residents shall have no rights to use or enter Retail Unit except as a patron.

1.3 The Units may be used only for residential purposes, subject in all events to the further restrictions contained in these Rules and in the Declaration. The Units may also be used for "home office" purposes, so long as commercial deliveries are minimal, no commercial signage is used and no staff, employees, agents, customers, clients, or business associates visit the Condominium in connection therewith.

1.4 Residents shall make their guests aware of these Rules and are fully responsible for their guests' conduct.

1.5 Except for the Residence Unit Storage room on the High Street side of the building (i.e., southwesterly corner of the street level adjacent to the Retail Unit), and the storage room on the York Street side of the building (adjacent to the parking garage entrance), Common Elements may not be used by Residents to store furniture, bicycles, strollers, toys sports or other equipment or any other personal property whatsoever.

1.6 The Board may post other rules or policies regarding the use of specific facilities, such as the trash room, elevator, or the hallways. All posted rules or policies are binding on Residents and their guests.

1.7 Only the Board and their authorized contractors and agents have the authority to change, maintain or repair any of the Common Elements of the Condominium, except as set forth in the Declaration (under which the Retail Unit Owner has special responsibilities and rights with respect to maintaining the exterior of the street floor of the Condominium building).

1.8 No Resident may interfere with or change any of the common heating, cooling, ventilation, lighting, plumbing, electrical, irrigation or similar facilities or the landscape plants and elements in the Common Elements.

1.9 Residents must comply with signs regulating the parking areas, drives, and entranceways of the Condominium.

1.10 Solicitors and solicitations are prohibited without the approval of the Board.

1.11 Neither the Association, the Board nor the Manager have any liability or responsibility for any personal property of a Resident or guest placed or kept on any portion of the Condominium.

1.12 The placing of boots, mats, umbrellas, boxes, bicycles, equipment or any other property or objects on the floor or in the corridor outside of the Units, in the hallway, or any other Common Element is prohibited.

1.13 Smoking is not permitted in any of the common elements of the building, whether outside or inside, including without limitation the elevator, corridors, stairways, trash room, package room, storage room, fitness room, or lobby.

1.14 Nothing shall be hung or displayed on, or from, the exterior of windows and walls of any Common Element. No exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the building unless approved by the Board.

No addition or change of any exterior light or other exterior hardware shall be made unless approved by the Board.

1.15 Plumbing fixtures shall not be used for any purpose other than the common household functions for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, cat litter, debris, or other substances shall be deposited therein. The cost to remedy any damage to plumbing systems resulting from such misuse shall be paid by the Unit Owner that caused it.

1.16 No Resident or guest may enter upon the roof of the building or place or store anything on the roof (except for maintenance, repair, and replacement of HVAC and other equipment on the roof as specifically permitted in the Declaration). The roof access door shall be locked, and access will be limited to the Manager, Board Members or authorized maintenance/repair persons.

ARTICLE II INSURANCE

2.1 The Association will carry (or will ensure that the Association has provided) fire and property damage insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements and the Units (exclusive of improvements and betterments installed in the Units after the first sale of the Unit, and exclusive of personal property and other contents therein), and the share of the premiums allocable to the Condominium will be paid by the Association with each Owner paying his or her share as part of the assessment for Common Expenses. Certificates of insurance for the benefit of a Resident and/or the holder of a mortgage on a Unit may be obtained from the Association or its insurance agent. The foregoing is merely of a summary of the more detailed provisions regarding insurance – please refer to the Declaration for more details.

2.2 Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$500,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) casualty insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association or the Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. Each Unit Owner shall obtain and keep in force a customary condominium Unit Owner's insurance policy, and upon request will furnish the Association evidence that such coverage is in force. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein.

ARTICLE III SALE OR LEASING OF UNITS

3.1 No FOR SALE, FOR RENT, or any other signs, posters, or notices whatsoever may be placed anywhere within the Condominium (unless the Board establishes a bulletin board or similar

area for notices for Residents).

3.2 In connection with the listing, sale or leasing of a Unit, a Unit Owner may request a certificate of insurance with respect to the Association's property and casualty insurance that covers the Common Elements, and the Unit from the Manager. The Manager will provide the statement and information required to be supplied to a buyer upon payment of the administrative fee established by the Manager.

3.3 An Owner/Seller must notify the Manager when listing their unit and provide the Manager with the name and contact information for the realtor listing the unit.

3.4 The Manager will provide the realtor with the approved location for hanging the lockbox for access to the unit. Lockboxes may only be hung in the location designated by the Board. Only those lockboxes approved by the Manager for the selling of a unit shall be permitted in the designated area.

3.5 An Owner/Seller is responsible for providing the Buyer/New Owner with the moving and parking policies, keypad code(s), unit keys, door fobs and mailbox keys. Following the sale of the Unit, the Buyer/New Owner is responsible for all costs associated with obtaining new keys and fobs from the Manager.

For the purpose of these Rules & Regulations, the noun "Lease" means any agreement, whether written or oral, for the transfer, in exchange for consideration, of the right to possession of a Unit, or any portion thereof, to any Person other than a Unit Owner. The verb, "Lease" or the gerund, "Leasing" shall refer the occupancy of a Unit pursuant to a Lease. Provided, however, that the following occupancies shall not be considered "Leasing":

- a. Occupancy of the Unit by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of the Owner thereof;
- b. Occupancy by a member of a limited liability company which is the Owner of the Unit;
- c. Occupancy by a shareholder of a corporation which is the Owner of the Unit;
- d. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a member of a limited liability company which is the Owner of the Unit;
- e. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a shareholder of a corporation which is the Owner of the Unit;
- f. Occupancy by a Trustee or Beneficiary of a trust which trust is the Owner of the Unit;
- g. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a Trustee or Beneficiary of a trust which trust is the owner

of the Unit;

The owner of a Unit may lease his or her entire Unit, subject to the following:

(a) No Unit may be leased without a written lease. The Unit Owner must provide a copy of the signed lease, and any subsequent amendment to the Manager within ten (10) days after it is signed. In addition to the signed lease, which shall contain the full name of the tenant(s), the Unit Owner must provide the phone number and e-mail address of the tenant(s) to the Manager.

(b) Leases must be for an initial term of at least three (3) months to no more than three (3) adult occupants unless (i) the Unit is being leased to someone who has signed a bona fide purchase and sale agreement to buy the Unit within a shorter time frame. No sub-leasing is allowed. The intent of these leasing provisions is to ensure that non-owner Residents will occupy a Unit for at least three (3) months to avoid an excessively transient residential community, and these provisions shall be interpreted and enforced to implement that intent.

(c) The Unit Owner is responsible for providing the tenant with the moving and parking policies, unit keys, keypad code(s), door fobs and mailbox keys.

(d) Tenants are required to comply with restrictions contained in the Declaration and all rules and regulations adopted by the Board, including the Rules in this handbook. The Unit Owner must give a current copy of this Handbook to tenants to ensure they are familiar with all rules and regulations affecting the Condominium.

(e) Tenants generally have the same right to use the Common Elements of the Condominium as Unit Owners. However, tenants are not members of the Association and do not have the right to vote or to receive notice of meetings of the Association, unless the Unit Owner gives them a written proxy to do so in compliance with the Bylaws of the Association. A lease, by itself, does not qualify as a proxy.

(f) Residents (including tenants) are responsible for any violations of the Declaration, or the Rules committed by the Resident, or his or her family members, guests and agents. The Unit Owner of a Unit shall be jointly and severally responsible for violations committed by his or her tenants and their guests.

(g) Notwithstanding anything contained in this Article III to the contrary, no more than twenty-five (25) of the residential units in the Condominium, shall be leased at any given time. Accordingly, Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Manager that no more than the maximum allowed number of Units within the Condominium are then actively under lease. Only after the Manager's approval may the Unit Owner enter into a lease for his or her Unit. This limitation on the total number of Units in the Condominium that may be leased at any given time shall not be applicable to an institutional mortgage lender that acquires title in its own name, or in the name of subsidiary entity, to any Unit in the Condominium by foreclosure or deed in lieu of foreclosure during such time as such institutional mortgage lender or such subsidiary entity retains title to said Unit.

(h) No Person (together with any affiliate of a Person) that owns more than one residential dwelling Unit, shall lease more than one (1) Unit at any given time. Further, under no

circumstances shall any Unit or any portion thereof be rented as a so-called “short term rental” under any agency or booking platform such as “Airbnb”, “VRBO”, “FlipKey” or similar platforms or agencies.

(i) None of the restrictions on leasing residential Units set forth in this Article III or in the Declaration are applicable to leases entered into by the Declarant (or its assigns) with respect to Units that have not yet been sold by the Declarant and are still owned by the Declarant or its assigns.

3.6 For the purpose of these rules and regulations, the following shall not be counted as “leased” units:

- a. Rental to the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of the Owner;
- b. Occupancy by a member of a limited liability company which is the owner of the Unit;
- c. Occupancy by a shareholder of a corporation which is the owner of the Unit;
- d. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a member of a limited liability company which is the owner of the Unit;
- e. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a shareholder of a corporation which is the owner of the Unit;
- f. Occupancy by a Trustee or Beneficiary of a trust which trust is the owner of the Unit;
- g. Occupancy by the child, grandchild, stepchild, step-grandchild, spouse, parent, grandparent, sibling (including half-siblings) of a Trustee or Beneficiary of a trust which trust is the owner of the Unit;
- h. For the purpose of implementing this Rule each Unit Owner, which is a limited liability company, corporation or trust, shall, within thirty (30) days after adoption of this Rule, provide, in writing, to the Manager, in the case of a limited liability company, a list of its member(s), in the case of a corporation, a list of its shareholder(s); and in the case of a trust, a list of its trustee(s) and beneficiary(ies)

ARTICLE IV **CONTACT INFORMATION FOR RESIDENTS; KEYS**

4.1 The Management Company for the Association has a master key for the entry door for each unit. Unit Owners are responsible for ensuring that their unit entry door is accessible with the master key at all times.

4.2 Each Unit Owner must provide the Management Company contact information: mailing address, e-mail, and telephone number (whether listed or unlisted). Each Unit Owner is responsible for ensuring that the Management Company has up to date contact information for use in case of emergency.

ARTICLE V **MOVING IN OR OUT** **& DELIVERIES**

MOVE IN/MOVE OUT

5.1 Any Resident moving in or moving out shall notify the Property Manager and provide a completed move request form, which is available on the Portal. The Manager will provide the Resident with instructions for use of the driveway and elevator. The move request form must be provided to the Property Manager at least five days prior to the date of the requested move.

5.2 Each Resident moving in or moving out shall pay a non-refundable fee of \$150.00 to cover the estimated expenses of the Association such as wear and tear on the Common Elements, additional trash removal, administrative costs, etc. The move fee does not cover damages caused by the move. The move fee is fully earned by the Association at the time the payment is made.

5.3 If notice of a move is not provided to the property manager in advance of the move, in addition to the \$150.00 fee, a fine of \$500.00, plus \$25.00 per day following the date of the move will be assessed against the Unit Owner. The \$25.00 per day will continue until the original fee and additional fines are paid in full.

5.4 The moving Resident must furnish the name, address and telephone number of any moving company as well as the moving companies' certificate of insurance, with the moving party and the Association named as additionally insured.

5.5 Moving vehicles may park in the driveway at the main entrance on the date and during the time reserved. The vehicles should park as close to the building as possible to ensure access on the left side of the driveway. Parking is limited to the duration of the reserved move time and no overnight parking is allowed.

5.6 If propped open, the outside door shall not be left unattended.

5.7 The Resident must retrieve the elevator protective pads located at the bottom of the stairwell adjacent to the elevator and hang them on the hooks provided in the elevator. The Resident must return the pads to storage immediately after the move.

5.8 The maximum load capacity of the elevator is 3,500 pounds. The Resident shall not attempt to move items that exceed the weight capacity of the elevator.

5.9 The Unit Owner is responsible for payment of costs to repair damages to carpeting, doors, the elevator, walls and other Common Elements. Such costs will be billed as an Assessment against the Unit Owner with respect to which the move-in or move-out takes place.

DELIVERIES:

5.10 The Resident shall notify the Property Manager of the date of an expected delivery, including but not limited to delivery of furniture and appliances. No fee is required.

5.11 Delivery vehicles may park in the driveway at the main entrance, as close to the building as possible. Parking is limited to four hours at a time and no overnight parking is allowed.

5.12 The Resident must retrieve the elevator protective pads located at the bottom of the stairwell adjacent to the elevator and hang them on the hooks provided in the elevator. The Resident must return the pads to storage immediately after the move.

5.13 The maximum load capacity of the elevator is 3,500 pounds. The Resident shall not attempt to move items that exceed the weight capacity of the elevator.

5.14 The Unit Owner is responsible for payment of costs to repair damages to carpeting, doors, the elevator, walls and other Common Elements. Such costs will be billed as an Assessment against the Unit Owner with respect to which the delivery takes place.

The Unit Owner is responsible for ensuring that the tenant complies with all provisions of this rule. The Unit Owner is ultimately responsible for all fees, fines, and damage costs incurred by their tenant.

ARTICLE VI INDIVIDUAL HVAC UNITS

6.1 Each Unit is heated, ventilated, and cooled by means of an individually controlled HVAC unit owned by each Unit Owner and located on the roof of the building. Because a major temperature differential between two units and/or wide swings in temperature within a unit can cause discomfort to other Units and potentially damage building structures, Residents are required to maintain their thermostats at a temperature within the range of 60 degrees Fahrenheit and 80 degrees Fahrenheit. Temperature alarms will activate if the temperature within the unit falls below 58 degrees Fahrenheit or exceeds 82 degrees Fahrenheit.

6.2 The Association shall solicit bids and select an HVAC service contractor for routine maintenance and filter change for the roof-top HVAC units in all common areas. The Association will provide Unit Owners with the contact information for the selected HVAC service provider so that Unit Owners may schedule routine maintenance and filter change for their individual units at a reduced price at the same time as the common areas. It is recommended, but not required, that Unit Owners utilize this option so as to minimize the potential for damage to the roof.

If a Unit Owner uses a different service provider than the one recommended by the Association, the chosen service provider must be licensed and insured. The Owner shall notify the Manager at least five days in advance of the appointment to arrange for roof access. The Manager will provide the service provider with a guest pass to the roof. In the event of an emergency during working hours, the Unit Owner will attempt to contact the Manager for roof access. If it is after-hours or the Manager cannot be reached, the Unit Owner may attempt to contact a Board Member for access. If

the Unit Owner needs the Property Manager to provide access to their unit, this should be scheduled in advance and will incur an hourly charge.

6.3 Unit Owners are responsible for any damage caused by not following the manufacturer's recommendations for maintenance of the heating and cooling system.

ARTICLE VII DECORATIONS OUTSIDE (OR VISIBLE FROM OUTSIDE) UNITS

7.1 Reasonable holiday or seasonal decorations may be hung only on the entrance door to your Unit. Residents are not permitted to place any decorations or other items on the outside of their windows or exterior walls, or on the walls of the corridor, in the hallways or elsewhere in the Common Elements.

7.2 Nothing shall be hung or displayed on or from the outside of a Unit or from the exterior windows, including but not limited to signs, posters, decals, flags, or literature of any sort.

7.3 The Board may authorize holiday or seasonal decorations in the lobby. Residents are not permitted to place decorations or other items in these area(s).

ARTICLE VIII ALTERATIONS WITHIN YOUR UNIT

8.1 Most changes, alterations, or improvements that an owner may want to make to their Unit, including alteration or replacement of floor coverings, appliances, electrical systems, ductwork, plumbing and partition walls, involve changes to the Common Elements or Limited Common Elements and thus require the prior written approval of the Board. Certain work does not require approval of the Board or a construction permit, such as repainting and other cosmetic changes. If there is any question about whether approval from the Association is required, the Owner should contact the Manager. The Association approval requirement does not replace any approvals or permits that may be required by governmental authorities.

8.2 All work performed on Units, whether requiring approval of the Board or not, shall be performed by properly licensed and insured contractors. All contractors performing work shall carry liability and property damage insurance with minimum limits of \$500,000.00, as well as workers' compensation insurance. Certificates of insurance must be filed with the Board before the work starts.

When construction approval is required, construction approval shall be obtained from the Board before work is begun. The application shall state the nature of the work and, where applicable, the plans and specifications relating to the work, including a description of the materials to be used and incorporated into the work, the name and contact information for the contractor(s) that will perform the work, and the insurance certificates required by Section 8.2 above. No work may be done that affects Common Elements of the Condominium, including any common electrical, plumbing or other facilities, or that would in any way affect any structural component of the Condominium without the express prior written approval of the Board, and such work (if permitted) shall be done only by a

contractor expressly approved in writing by the Board. The Board may in its sole discretion require the Unit Owner to obtain, at the Unit Owner's cost, certification from a licensed professional architect/engineer that alterations will not adversely affect Common Elements or structural components of the Condominium.

8.3 In addition to obtaining a construction approval from the Board (where required), no work shall take place unless the Owner has obtained from the local municipality or other governmental agency having jurisdiction, all necessary permits and approvals permitting such work to take place. Copies of such permits shall be provided to the Manager before work begins.

8.4 Owners and contractors must become familiar with the location of existing wiring, water and sewer lines and air ducts before doing any work that may affect these facilities.

8.5 No radio, television or other type of antenna or reception device or any other fixture, furnishing or other item shall be installed on the outside of the building or otherwise on the common facilities unless approved by the Board.

8.6 If an Owner wants to replace carpeted floor surfaces with any other flooring material including, but not limited to, tile, stone, vinyl, or wood; an acoustical underlayment material must be applied in a manner approved by the Board before the new floor covering is installed. Such acoustical underlayment must provide a minimum Impact Isolation Class (IIC) rating increase of 18, over and above the IIC rating that exists for the concrete floor assembly and the ceiling beneath the concrete floor.

8.7 Only a licensed plumber or qualified installer shall be permitted to disconnect plumbing within any Unit, even for such purposes as replacing dishwashers or other water-using appliances, and even where a construction permit from the Board may not otherwise be required.

8.8 Certain features, components, and systems have been installed to minimize the potential for undesirable impacts on the Unit, other Units or the Retail Unit below. The following have been installed and must be maintained in good working order by the Unit Owner:

- (a) Leak detection device in the utility laundry area.
- (b) Vibration isolating pads beneath laundry equipment.
- (c) Low/high temperature sensor.

No Owner or Resident shall alter, disable or replace the above-listed devices and systems. Any alteration that would require replacement of any of the above must be approved by the Board. Any alterations that would tend to increase noise or vibration in the Retail Unit below are subject to the approval of the Retail Owner.

8.9 Notwithstanding the requirements set forth herein regarding the insurance required of contractors, Unit Owner are responsible and liable to the Association for any damages resulting from alterations or changes to the improvements or facilities within their Units, and the cost incurred by the Association in correcting such damage may be assessed as a Special Assessment against the responsible Unit.

ARTICLE IX **FIRE AND SAFETY REGULATIONS**

All stairwells are constructed to act as fire towers and to contain fire for a specified period of time when all doors and windows are closed.

9.1 It is a violation of fire codes to prop open any of the exterior or interior fire doors or to open any of the windows at any level within the fire towers.

9.2 Smoking is prohibited in all Common Elements.

9.3 Storage of fireworks, explosives, and flammable fluid, including propane or other liquid petroleum gases and hazardous paints, thinners and oils which would be in violation of Maine State Fire Code is prohibited. Wood or coal stoves, charcoal grills, and portable gas grills are prohibited.

9.4 If a Resident will be away for more than two (2) weeks, it is recommended that all water valves within the Unit are shut off.

9.5 If a Resident has a pest problem of any kind, they should contact a pest control contractor at their own expense and notify the Manager.

9.6 There are smoke detectors and carbon monoxide detectors in the Units and the interior Common Elements. Activation of any one of these will result in activation of the alarm system.

9.7 Fire alarm "pull" stations are located in various locations to permit fire system activation.

9.8 All rooms and hallways of Units and interior Common Elements are protected by fire sprinkler heads, mounted in the ceiling. In the event of activation of a sprinkler head by heat or by accidental breakage, the system is designed to spray a continuous stream of water under high pressure to contain a fire and summon the fire department.

9.9 Residents should not hang anything from, cover, or otherwise tamper with any fire protection devices.

9.10 In the event of discharge of water from an open sprinkler head, the adjacent Units and those on the floor levels below should be inspected for possible water damage and the Resident notified. The Manager must be notified and in the absence of a Resident will arrange to enter the Unit to inspect for damage.

ARTICLE X **REGISTRATION AND CONTROL OF PETS**

10.1 For purposes of this article, a pet is defined as a domesticated dog or cat. Residents may have a maximum of 2 pets. Additionally, residents may have fish or other aquarium species, including one aquarium of not more than fifty-five-gallon capacity. Except for authorized Service or Support Animals, no other animals are permitted in the building.

10.2 Residents that wish to keep a pet or pets must complete a Pet Registration Form (available on the York & High Portal), and a current photograph must be attached. The Manager will present a copy of the applicable pet rules and regulations to the resident for review and signature.

10.3 Pets shall not be bred or used for any commercial purpose.

10.4 Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Condominium. Pets in transit are to be carried, restrained by a leash no longer than six feet in length, or placed in an animal carrier.

10.5 Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the following designated areas: (a) proper receptacles not on the premises of Condominium or (b) if securely double-bagged, in designated trash receptacles in the Trash Room or (c) securely bagged in a designated receptacle outside the building specifically provided for that purpose. Cat litter may not be disposed of in toilets.

10.6 Unit Owners are responsible for the cost of all damage caused by their pets or those of their tenants or guests, including but not limited to damage to carpeting in the hallways, the elevator, or foyers and will be billed the costs of such cleaning or replacement that may be required. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

10.7 No pet shall be allowed to become a nuisance. Examples of pet behavior that constitutes a nuisance for the purposes of this paragraph include but are not limited to:

- 10.8 (a) Pets whose unruly behavior causes personal injury or property damage.
(b) Pets whose excessive barking, whining or other noise can be heard from outside of the resident's own unit or in the common areas.
(c) Pets in Common Elements that are not on a hand-held leash not more than six feet in length or in a pet carrier
(d) Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.

10.9 Unit Owners shall be responsible for and shall indemnify the Association, the other Unit Owners and the Retail Unit Owners, and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Condominium.

10.10 Any resident or personnel of the Manager or Association observing or otherwise becoming aware of an infraction of any of these rules shall immediately report the infraction to the Property Manager who shall deliver it to the Board. If the Board determines it is likely a violation has occurred, it shall provide written notice of the violation to the Unit Owner responsible for the pet. If after notification, the problem is still unresolved the Board may arrange for a hearing with the violating Unit Owner to determine further enforcement action. The Board may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to persons or property. The Board may also institute fines as set forth in Article XIV.

10.11 Unit Owners are responsible for the pets of guests who visit their unit; such pets are subject to the same rules and restrictions as pets of residents. Residents shall notify the Property Manager of any visiting pets prior to the visit, including type and breed of pet. A visiting pet may not remain in a resident's unit for more than seven consecutive days without written permission from the Property Manager.

10.12 Unit Owners who allow their tenants to keep pets shall be solely responsible for registration of the pet(s) and the actions of their tenants and their tenants' pet(s) under the rules set forth herein.

ARTICLE XI NOISE REGULATIONS

11.1 Because the Units share common walls with other residential Units, the control of noise and vibration is a major concern.

11.2 Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Retail Unit shall be deemed to be a "Noise Violation", and it shall be the responsibility of the Unit Resident causing the Noise Violation to promptly abate the Noise Violation. The Unit Owner is responsible for ensuring compliance with noise regulations by their tenants and/or guests.

11.3 Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

11.4 The construction methods and materials of walls, floors, flooring, doors, etc. and the selection of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Retail Unit. Certain provisions of Article VIII regarding alterations to Units are to ensure that these sound-mitigating measures remain in place permanently.

ARTICLE XII TRASH AND RECYCLING

12.1 Normal household trash and garbage shall be placed in secure plastic trash bags. Trash disposal containers are located in the trash room (second floor next to the package room). Any bulk items, boxes, etc., must be disposed of in the trash receptacles provided in the trash room.

12.2 Residents disposing of larger bulk items, such as TV sets, chairs, mattresses, or springs, must arrange to have them removed and disposed of by a contractor at the Resident's expense.

12.3 Put medical waste in double plastic bags sealed to prevent leakage.

12.4 Flatten cardboard containers before placing in the designated area in the trash room of the Condominium.

12.5 Food boxes should be disposed of in a trash bag and placed in the toters, not in the designated cardboard area.

12.6 Pizza boxes should be free of food contaminants, flattened, and placed in the toters. Do not place pizza boxes in the designated cardboard area.

12.7 The Board shall establish rules and may provide special containers and procedures for recycling of refuse. These rules will be posted in the trash room and may change from time to time with availability, pricing, technological developments, etc.

ARTICLE XIII OFF-STREET VEHICLE PARKING

13.1 J.B. Brown & Sons, a Maine corporation (its successor and assigns, the "Parking Garage Landlord") owns the adjacent two-level parking garage on the northwesterly side of the Condominium building (the "Parking Garage"). Pursuant to a memorandum of parking agreement between the Parking Garage Landlord and the Declarant which is, or shall be, recorded in the Cumberland County Registry of Deeds (collectively herein called the "Parking Agreement"), each residential dwelling Unit Owner, as appurtenant to and for the benefit of his or her residential dwelling Unit so long as he or she owns said Unit, shall have the right to lease one (1) non- exclusive parking space in the adjacent Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. The lease payments shall be paid directly by the Unit Owner to the Parking Garage Landlord during the term of the parking lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space tenants. The use of the Parking Garage is also subject to such reasonable rules and regulations as the Parking Garage Landlord may from time to time promulgate with respect to safety, security, vehicle size, vehicle height and traffic control.

ARTICLE XIV PENALTIES; ENFORCEMENT

14.1 These Rules may be enforced in any manner permitted by the Declaration or as set forth in these Rules. Unit Owners shall be responsible for violations by their guests, invitees, contractors, management firms, and/or tenants and shall be jointly and severally liable for any penalties, damages, or other amounts owing under these Rules or under the Declaration.

14.2 Any Unit Owner who causes, or whose tenants, agents or guests cause, any damage to any of the Common Elements of the Condominium is responsible for the costs of repairing such damage. The Association may recover such costs, together with interest on such costs at the maximum rate permitted under applicable law, in any manner permitted by law (including through assessment against the Unit Owner) until paid in full.

14.3 Unless otherwise specified, a violation of these Rules & Regulations shall be subject to the following:

- a) A violation brought to the attention of the Board, either directly or through the Management Company, will be verified under reasonable effort if no evidence is provided by the reporting party. If verification requires communication with the reported Unit Owner, if the Unit Owner fails to respond within ten (10) days from the initial communication the Board may presume that the violation has occurred.
- b) If the Board determines in its reasonable discretion that it is likely a violation has been committed, the Unit Owner shall be given written "Notice of Violation" by the Board (this can be done via e-mail through the Management Company). The Notice of Violation shall include a description of the violation and the fine, suspension or other sanction that may be imposed if the violation is not corrected. The Notice of Violation shall offer the Unit Owner the opportunity to request a hearing before the Board or Fines Committee, if any, within ten (10) days of the date of the notice, to appeal the violation and/or proposed sanction(s).
- c) If the Unit Owner fails to cure such violation or discontinue the conduct constituting such violation within ten (10) days after such Notice of Violation, or the Unit Owner does not appeal the Notice of Violation, such Unit Owner shall be liable to pay a fine in the amount of Twenty-Five Dollars (\$25.00) per incident; and \$25.00 per day for each day thereafter that each violation remains uncured or unabated, as the case may be.
- d) If the violation continues and/or is not cured within fourteen (14) days after such Notice of Violation, or re-occurs within 3 months' of the first violation, such Unit Owner shall be liable for an increased fine in the amount of One Hundred Dollars (\$100.00) per day* for each day thereafter that each violation remains uncured or unabated, as the case may be. If a violation continues or re-occurs following the provision of the Notice of Violation and the increasing of the fine to \$100, the Board of Directors or Fines Committee may, upon written notice to the violator and opportunity to request a hearing within 10 days of the notice, increase the fine up to the amount of Five Hundred Dollars (\$500.00) per day for each day thereafter that each violation remains uncured or unabated, as the case may be.
- e) If the Unit Owner chooses to appeal the Notice of Violation, such Unit Owner must notify the Board (this can be done via email through the Management Company) within ten (10) days after such Notice of Violation. All appeals will be considered in the following manner:
 - i. If an active Fines Committee (see section (g)) is in place at the time of appeal, the Fines Committee will consider the appeal. Unit Owners who appeal the Notice of Violation must be in attendance at the Fines Committee meeting for the appeal to be considered. The Fines Committee will forward their decision to uphold or rescind the fine to the Board (for the decision to be entered into record in Executive Session). The Board will refer the decision back to the Rules Committee for reconsideration if the decision is found to be contrary to any governing documents of the Association.

If no standing Fines Committee is in place at the time of the appeal, the appeal will be heard by the Board in Executive Session at the next

scheduled Board meeting. Unit Owners who appeal the Notice of Violation must be in attendance at the designated Executive Session of the Board meeting for the appeal to be considered.

- ii. Fines will be stayed until a final determination of the appeal of the Notice of Violation has been entered into the record of the Association through Executive Session of the Board; provided, however, that if the appeal is denied, fines may be imposed retroactively to the Notice of Violation if so determined by the Fines Committee and/or Board
- f) The Fines Committee shall be managed as follows:
 - i. The Fines Committee, to be considered active, shall be comprised of no less than 3 Association members who are not Board Members, plus at least one (1) Board member. If at any time there are only 2 or fewer members on the Fines Committee then the Committee shall be deemed inactive.
 - ii. Association members who have volunteered for the Committee must be voted in by a majority of the Board to be added to the Fines Committee roster.
 - iii. The Fines Committee will meet in Executive Session, in advance of the next regularly scheduled Board meeting, with the appealing Unit Owner to consider the applied fine(s). This meeting can be conducted in person or via video/tele-conference.
 - iv. A decision will be rendered by a majority vote of the Fines Committee to uphold or remove the applied fine(s). The decision, along with the rationale for the decision, will be communicated to the Board and the Management Company.

The above warning and fine schedule will apply to most standard violations of the Condominium Documents; however, the Board reserves the right to vary from the above procedure and fine schedule if it determines in its discretion that such variance is justified based upon the particular violation. For example, in the event of an egregious violation or a significant non-continuing violation the Board may levy initial fines greater than \$25 per day or a larger lump sum fine.

The preceding is without prejudice to, and does not waive, any other rights or remedies of the Association. The Board shall have the right to seek or obtain injunctive or other legal relief to prevent a violation or continued violation of these Rules, or of any provision of the Declaration, and to recover attorneys' fees and costs.