

**Sorrento Way Home Owners Association
(SWHOA)**

RULES & REGULATIONS

November 2017

Reference Documents: Declaration of Protective Covenants and Common Easements Sorrento Way Subdivision; Declaration of individual Sorrento Way Lot(s) Condominiums; Sorrento Way Home Owners Association Rules and Regulations; and Sorrento Way Home Owners Bylaws.

General: It should be understood by all Unit Owners that the exteriors of the buildings and all the land area and facilities outside the Individual Units are common property. Certain parts of the common property, including driveways, front walks, propane tanks (including any screening and piping), decks, stoops, front porch (including steps), back and side yards are "limited common areas" reserved for the exclusive use of the associated Unit Owners. The maintenance, alteration, improvement, general appearance and use of common property, including the limited common areas, are under the control of the Association through its Board of Directors. Attention is called to the Declarations for the specific definition of the common property and for the general responsibilities of Unit Owners with respect to the common property and to their limits.

All complaints or suggestions regarding maintenance, nuisances or general welfare must be submitted in writing to the Board of Directors together with, if desired, a request for a hearing. If the matter is too urgent for this procedure to be practical, a member of the Board should be advised by telephone.

Use and Occupancy:

A) Common and Limited Common Areas

Use, maintenance and changes to Common and Limited Common Areas shall not be obstructed, damaged or subject to interference by any Unit Owner. Any changes to Common and Limited Common Areas are authorized by the Board of Directors and executed by the Board and/or its designee.

B) Unit use and Maintenance

1. Each owner shall maintain his or her Unit in good condition, order and repair at their own expense as specified in the Declaration(s).

2. Commercial Activity- No commercial activity of any nature shall be permitted in or about any Unit.

3. Speed Limit- Vehicle speeds are not to exceed 15 miles per hour on Sorrento Way.

4. Parking – Unless otherwise authorized by the Board of Directors, no parking may be used for any purpose other than parking registered and operable automobiles, pickup trucks and motorcycles. No bus, truck, trailer, camper, recreational or commercial vehicle (unless it is the Unit Owner's transportation to

and from work) shall be parked in any such parking area. Snowmobiles, ATV's or other off-road vehicles may not be used within the confines of the Sorrento Way boundaries. If owned by any Unit Owner they must be stored in the garage. For purposes of interpreting this rule, vehicles shall be defined in accordance with 29-A M.S.R.A. Section 101. Boats may not be stored outside a Unit. For additional limitations on parking, see Section 4.4(a) of the Declaration.

Street parking may occur on a limited basis for reasons such as driveway repairs or a Unit Owner is entertaining a large group of guests and the additional vehicles cannot be accommodated in the driveway. Overnight street parking may occur only when a Unit's driveway is not available.

5. Pets – No animals may be raised, bred or kept in a Unit or on the common areas, except for dogs, cats or other household pets, not to exceed one per Unit without prior approval of the Board of Directors. Any Unit having more than one pet is required to complete a request form and submit it to the Board for approval.

No pet that is kept in a Unit shall constitute a nuisance. Actions which give rise to a nuisance include, but are not limited to, abnormal or unreasonable crying, barking or scratching. The Board of Directors shall make any determination as to whether a pet constitutes a nuisance.

Any Unit Owner keeping a pet is fully responsible for personal injuries and/or property damage caused by such pet. Lawn damage that is the result of a pet is the responsibility of the pet owner.

Any unleashed pet outside of a Unit must be attended to at all times by a responsible person or contained by an invisible electric fence that has been approved by the board. Any Unit Owner walking a pet upon on the common areas must immediately clean up the pet's waste or droppings.

All pets must conform to State and local laws including, but not limited to, licensing, leash laws and vaccinations. The Board may request proof on demand.

6. Signs and Unit Sales – No signs of any kind (e.g. garage sale, political endorsements, etc.) may be posted, hung or otherwise displayed in, on or around windows, decks, patios, porches, common areas, exterior trim, grounds or anywhere that can be seen from the outside without prior written approval from the Board. One (1) Unit for Sale sign per Unit is permitted. This sign may be displayed from an interior window of the affected Unit only. The sign shall not exceed 24x24 in size. The Unit Owner shall be responsible for maintaining the sign. If for any reason the sign should become unsightly or deteriorated, the Board of Directors shall direct the Unit Owner to immediately remove the sign. Within two (2) days after signing a contract for the sale or lease of the Unit, the sign shall be removed from the premises.

7. Trash, Garbage, Refuse – All trash, refuse and garbage must be properly stored in containers designed for that purpose in a Unit Owner's basement or garage until disposed of. Unit Owners may contract with private/commercial garbage, trash, refuse "haulers" for the pickup and depositing of their (Unit Owner) rubbish. If a Unit Owner does not contract with a private/commercial "hauler" he or she is responsible for depositing his/her trash, garbage, refuse at the Gray Transfer Station or another of their choosing. All spilled trash must be picked up immediately and trash barrels returned to their storage area on the same day as the trash collection.

8. Clothesline – No Unit Owner may erect or otherwise use or install a clothesline on any part of the exterior of a Unit.

9. Air Conditioning Units –No Unit Owner may install air conditioner(s) in the front windows of a Unit that extend beyond the window frame. However, upon a written request the Board of Directors may grant a request for an air conditioner in one or more windows in the rear or side section of the Unit.

10. Outside toys -Toys, bicycles, portable/temporary pools, ect. must be stored in the garage or cellar when not in use. Swing sets and sand boxes are not permitted.

11. Antennas/Dishes - All potential installation plans must be submitted in writing to the board of directors. No installation may occur without the prior approval of the Board. Plans should include a description of the work to be done and the location on the Unit of the item to be installed.

12. Seasonal Decorations – Seasonal decorations must not be displayed prior to one month before the holiday or event and must be removed within one month after the holiday. Flashing lights, lighted lawn ornaments, strings of lights bordering windows, doorways or the house frame are not permitted. Large or lighted exterior decorations must have prior board approval.

13. Landscaping – Any changes to the landscape require prior board approval.

14. Building emergencies-may occur in many forms with each requiring an individual and specialized response. Fires and medical emergencies normally require a phone call to the local 911 responders. Other emergencies such as a loss of electrical power may require Individual Unit Owners to wait until Central Maine Power Co. rectifies the problem.

When other exterior Unit damages and or emergencies occur the Unit Owner should inform a board member and the board member will make an immediate call to Foreside Mgt. Co. at 207-775-2325 to report the damage or emergency.

15. Generators- Another approach to the loss of electrical power is for individual Unit Owners to purchase and activate private generators during a loss of power. These generators may be portable (taken out of storage to generate electricity during an outage) or permanently installed outside awaiting activation on as needed basis.

Placement of generators has the potential to cause visual and noise concerns. Permanently installed generators should, when possible, be placed in locations that are out of the view of most SWHOA residents. The Unit Owner(s) may, with prior Board approval, add shrubs and/or other plantings or another approved enclosure to soften the visual impact of the permanent installation.

Portable generators, when possible, should also be placed in locations that are out of the view of SWHOA residents. However, the Board recognizes that because of the temporary nature of power outages and the potential damage that may result from an outage, portable generators may be placed where the Unit Owner deems appropriate. Both of these generator options serve a critical function for the Unit Owner by allowing the Unit Owner to remain in their Unit during the outage and to help assure that the Unit does not sustain any interior damage (for which the Unit Owner is responsible).

16. Leasing- Unit owners must obtain a signed, written agreement from the lessee to abide by the rules adopted by the Board and a copy must be filed with the Board. Such an agreement must provide for termination of the lease on ten (10) days notice from the Board for failure to comply. A copy of the lease must be filed with the Board within seven (7) days of its execution. A lease shall be for a minimum of six (6) months.

17. Single-Family Occupancy- Single family occupancy shall mean any number of individuals related by blood, marriage or adoption. Under no circumstances shall a Unit be occupied by more than two (2) unrelated adults without express written consent of the Board.

Fines Schedule & Policy

Goal of Rules and Fines - The goal of rules and regulations is to promote the quality of life in the condominium. Rules and fines should help to encourage consistency in the appearance and management of the SWHOA and encourage harmony among association members.

Unit Owners' Rights Regarding Fines - Unit Owners will be given oral notice of a violation. The owner has ten (10) days in which to request a hearing. If the infraction persists, written notice will be sent. The Unit Owner will be provided an opportunity to be heard at a specific time and place if he/she requests it.

The Unit Owner's defense and any mitigating circumstances will be given a fair hearing by the Board.

Unit Owners' Grace Period -A fine will not be imposed until after a minimum of ten (10) days from the time of hearing if one is scheduled. If no hearing is requested, the fine shall be imposed ten (10) days from the postmark date of the written notice.

Legal Status of Fines -Under the Maine Condominium Act, any fines imposed by the Board of Directors represent a lien on the Unit Owner's property. By law, the Board shall establish the fine schedule and impose fines for any new rules.

Schedule of Fines

1. **General** - A fine of \$25.00 will be levied for violations of all Rules, and \$1.00 per diem is added until the infraction is corrected.

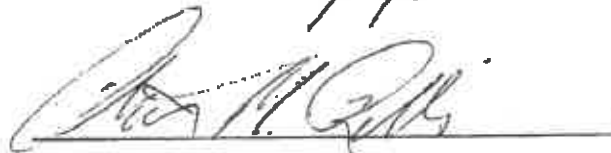
2. **SWHOA Monthly Condo Fee** -A charge of \$25.00 will be levied if the SWHOA monthly condo fee is not postmarked by the tenth (10th) day of the month in which it is due.

If the SWHOA monthly condo fee(s) remains unpaid, interest at the rate of eighteen (18%) percent per annum will accrue on the unpaid amount.

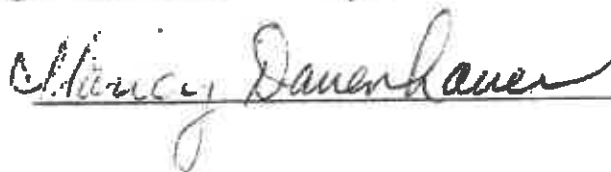
Any money received on delinquent accounts will be applied to the oldest unpaid assessment.

3. Other- There will be a \$25.00 charge for a returned check. When necessary and appropriate, the Board of Directors may choose another type of fine (such as removal of an obstacle), as provided in the Declaration.

These rules and policies were revised and accepted by the Board of Directors of Sorrento Way Home Owners Association on 11/18/2017.



President



Secretary