

Amended September 1998
Amended October 2005
Amended February 2013
Amended March 2015
Amended March 2017

**RULES AND REGULATIONS
FOR
MERRYMEETING COMMONS CONDOMINIUM ASSOCIATION (MCCA)**

The Merrymeeting Commons Condo Association Board of Directors (“Board”) welcomes the assistance of all unit owners in the enforcement of these Rules and Regulations. Violations should be reported to the Manager of the Condominium and not to the Officers of the Association. Your complaint will be held in confidence. The Manager will give notice of the violation to the violating Unit Owner and any appropriate committee. All disagreements will be presented to the Board, which will take appropriate action. Unit Owners are responsible for compliance of their guests, invitees, and tenants.

I. VEHICLES

- A. No vehicles should be parked in any area other than a designated parking space. No vehicles included, but not limited to, motorcycles, ATVs, snowmobiles, bicycles, scooters and skateboards should be driven/ridden on the common area grass.
- B. Guests should be directed to park in visitor parking.
- C. No driving or parking on the grass.
- D. Although there are NO ASSIGNED spaces, two parking spaces are allowed per unit for passenger vehicles. Two vehicles per condo unit are allowed. Each vehicle belonging to residents of Merrymeeting Commons must display a parking permit which can be obtained from the Manager. Any vehicle not displaying the MCCA parking permit risks being towed.
- E. Washing cars and doing minor repairs, as long as it does not disturb neighbors or property, is permitted.
- F. Parking or storing vehicles that cannot be lawfully driven is not allowed.
- G. Motorcyclists are responsible to protect the surface below their motorcycle from damage caused by their kick stand or center stand. Cyclists are further responsible to remove whatever device is used to protect the surface when it is not under the bike.

II. SNOW REMOVAL

- A. Each Storm of more than 2 inches will be plowed and shoveled. Storms of less than 2 inches will be sanded as needed.
- B. Vehicles must not be parked in the main roadway during a storm so that the contractor can keep the main roadway clear. Cars should be moved out of the parking spots before the scheduled final clean up and moved back to their spots once the spaces are cleared. Cars not moved from their spots will not be cleared of snow and will be towed at owner’s expense. Owners should be mindful that their unplowed spots affect their neighbors’ spots as well!

III. NOISE

- A. No Unit Owner shall make or permit any disturbing noises or do or permit anything that will interfere with the rights, comforts or convenience of other Unit Owners.
- B. All Unit Owners shall keep the volume of any electronic device, musical instrument or other sound producing device in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of 9:30 p.m. and the following 8 a.m. if such operation shall disturb or annoy other residents.

- C. Carpentry, carpet laying, picture hanging, or any trade (or do-it-yourself) work involving any noise must be done between the hours of 8:00 a.m. and 6:00 p.m.

III. ALTERATIONS/IMPROVEMENTS/ADDITIONS

- A. Air conditioners are allowed in windows between April 1 and September 30. All air conditioners must be removed by October 1. Exhaust fans or any other item which will protrude through any window serving the unit is prohibited.
- B. No unit shall have any aluminum foil placed in any window or glass door, nor any reflective substance placed on any glass, except such as is approved by the Board for energy conservation purposes. Plastic sheeting on the exterior of the unit is prohibited.
- C. Alterations to patios or the common area including the building or the grounds require prior written approval from the Board.
- D. Planting of flowers is allowed. The planting of shrubs and trees need prior written approval from the Board.
- E. Replacement of doors and windows are at the expense of the unit owner and require prior written approval from the Board.

IV. WASTE DISPOSAL

All residents of Topsham are privileged to participate in the town's recycling program. The Solid Waste Facility is located on Foreside Road, 2.4 miles east of Middlesex Road. The town of Topsham does not provide a pick-up service for either recyclables or trash. Residents keep municipal taxes lower by transporting their own disposables to the Solid Waste Facility. More information can be found at www.topshammaine.com.

Merrymeeting Commons Condominium Association does contract for trash removal for residents on a weekly basis, however, this contract has no provision for sorting or recycling items that are recyclable.

- A. All household waste shall be securely contained in plastic bags and placed in the dumpster.
- B. Large items must be taken to the Solid Waste Facility by the unit owner/tenant.

V. COMMON AND LIMITED COMMON ELEMENTS

- A. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- B. No Unit Owner/tenant may store anything in or on Common Elements without prior written approval from the Board.
- C. Unit Owners, their families and guests, shall not appear in nor use the Common Elements or Limited Common Elements except in appropriate attire. Sun bathing is permitted under these conditions.
- D. No yard sales or similar types of sales are allowed without prior written approval from the Board.
- E. Unit Owners shall be liable for all damages to the buildings as a result of the negligence of the unit owner, resident, guests or contractors of the unit owner.
- F. The owner of a Unit shall be responsible at his sole expense for the cleanliness of any Limited Common Element serving his Unit.
- G. Unit Owners are not permitted on the roofs for any purpose, except as otherwise permitted by the Board.
- H. Children are the responsibility of the parents or legal guardians and must follow the rules and regulations

VI. UNIT

- A. To maintain and preserve the property value of the association, the Board of Directors has instituted a 'renters cap' policy to ensure that no more than 25% of the 90 units may be leased.

1. No Unit shall be occupied except under the terms of a written lease for a period of not less than six months in length. All leases must specifically state that the lease is subject to the Declaration, By-laws and Occupancy 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, within 10 days of leasing the unit. Subleasing of Units is prohibited and no portion of any Unit shall be leased for any period.
 2. Within 10 days of execution of a lease (original and renewals), the Unit owner shall deliver a copy of such document to the Board of Directors or the Property Manager. A unit is not considered a rental unless a valid lease agreement has been provided to Property Management.
 3. Non-resident Unit owners must provide their mailing address; email address; telephone number and vehicle information to the Unit owner and the Property Management company
- B. Satellite dishes are permitted with prior written approval of the Board. Please contact property management for a satellite dish agreement prior to installing a dish on the property
There are restrictions, however, to the placement of the dish. Below are the guidelines:
1. All potential installation plans must be submitted to the Board of Directors. No installation may occur without the prior approval of the Board.
Installations logistics:
 2. The Limited Common Area (rear deck) of Unit is preferred. If necessary, the fascia board, soffit board, rake board or corner board can be considered, but never on the roof or siding area.
 3. Cable runs must be kept at minimum lengths and exposed cables must be painted to match the building colors.
 4. All unit owners who install a dish must sign an agreement with Merrymeeting Commons to restore any installation site to its original condition, should they move or discontinue their contract. This includes replacing boards and painting if necessary. The agreement will also make the Unit Owner responsible for covering any damages caused by a dish that pulls away from the Unit for any reason.
- D. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any unit or on the Common Elements, except such as are normally used in small barbecues and kerosene heaters.
- E. The units in the Condominium are restricted to residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- F. No unit shall be used, occupied, or kept in a manner which in any way increases the fire insurance premiums for the premises without the prior written permission of the Board, which permission may be conditioned upon the Unit Owner of such unit being required to bear the cost of such increase. No unit or any part of the Common Elements shall be used, occupied, or kept in a manner which violates any law, statute, ordinance or regulations of any governmental body or which leads to the cancellation of any hazard insurance policy or policies on the premises.
- G. The owner of a unit shall be responsible for maintaining such Unit in good order and repaired, at the expense of such owner, including (but not limited to) cleaning and replacing glass panes in any window serving such unit.
- H. Nothing greater than a 60 watt light bulb may be placed in the exterior light fixtures located at the front and back of the unit.

VII. PETS

- A. Residents MUST leash their animals and clean up after them immediately. Tethering of pets is prohibited. Residents are responsible to common grounds and/or personal property. Pets that are repeatedly bothersome to other residents can be reported to the Animal Control Unit and any costs incurred are the owner's responsibility.

- B. The Board reserves the right to pursue legal action to remove animals that are deemed dangerous, a nuisance or in cases where the owner does not tend to their pets in accordance with the rules set forth by the Board.

VIII. POLICY ON FINES

- A. The Board has set the following policy on fines for violation of Rules and Regulations to be enforced by the Management:
1. Three (3) written notices -- the first two are warnings. The third notice will assess the fine.
 2. Fines will be in the amount of one month's assessment.
 3. If fine is not paid within 30 days, small claims action will begin.

No owner or occupant shall violate the Maine Condo Act, the Declaration, By-laws or the Rules and Regulations enacted for the use of the units and Common Elements and amended from time to time by the Association. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, and any and all Rules and Regulations which, from time to time, may be adopted as amended from time to time.

Failure of a Unit Owner or occupant to so comply shall be grounds for action to recover sums due for damages, injunctive relief, or any combination thereof. The Board shall have standing to enforce these Rules and Regulations. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more unit Owners from specific rules and regulations upon written request therefore, and good cause shown in the sole opinion of the Board. Any consent or approval given may be amended or repealed at any time by resolution of the Board.

If in question about any of these Rules and Regulations or in doubt as to what this entire document covers, check with the Board or Management Company before doing something on your own.

Unit #: _____ Signature: _____
Printed name

Phone Number: _(_____)_____ - _____

Email: _____@_____._____