

**GREAT HARBOR ESTATES
RULES AND REGULATIONS
October 8, 2022**

These Rules and Regulations are to be read together, and in conjunction with, the Declaration of Great Harbor Estates Condominium dated November 7, 2007 and recorded in Book 4893, Page 71 of the Hancock County Registry of Deeds. In the event of conflict between any Rule or Regulation described herein or established by the Association and said Declaration, said Declaration will control. Said Declaration and the Rules and Regulations defined herein, as well as the Bylaws, shall collectively be referred to as "Development Documents". "Association Property" is defined as any and all real property within the Great Harbor Estates development, exclusive of the legally defined Units, including, but not limited to, all sidewalks, walkways, driveways, porches, patios, balconies, and lawn and/or yard areas.

GENERAL REGULATIONS

1. No Unit Owner shall use or occupy his Unit in such a manner as to create a nuisance or disturb other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument or operate or permit to be operated a stereo system, television, or other electronic or mechanical sound-producing machinery, appliance or device inside or outside his Unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other Unit.
2. No radio, CB, television, satellite dish, ham radio, or other antennae shall be installed by any Unit Owner or occupant anywhere on Association Property without written permission of the Board.
3. No sign, signal, banner, advertisement or illumination, including without limitation a sign indicating or advertising a commercial use or home office use in any Unit, shall be installed in any window or other part of any Unit where such sign, signal, banner, etc. would be visible from Association Property.
4. Unit Owners and tenants shall not place identification or other signs in any place on Association Property without the prior written approval of the Board.
5. Unit Owners and tenants shall not install, hang, place, or insert anything to the outside of any Unit. Unit Owners shall not change the appearance of their doors, door

hardware, thresholds or any other element that is visible from any common hallway. If a door lock is changed or rekeyed, an updated entry key should be forwarded to the Board immediately.

6. Association Property providing access to the Units, including without limitation sidewalks and pathways, shall be used only for access to and from Units by pedestrians and shall not be blocked by any personal property of Unit Owners, their tenants, families and guests.

7. Unit Owners, their tenants, families and guests shall not unreasonably loiter on Association Property provided for access to the Units.

8. No sporting equipment, games, toys, bicycles, decorations, ornaments or equipment, including, but not limited to, skateboards, scooters, roller skates, rollerblades, tricycles, swing sets, slides, playground, and gymnastic equipment, shall be left on Association Property when not in use.

9. No personal property of Unit Owners, their family, tenants or guests shall be left on Association Property when not in use by such persons, including without limitation the items listed in paragraph 8 as well as lawn chairs, patio furniture, and towels. Patio furniture on the single unit patios (described in the Declaration as limited common elements) may be left on said patios.

10. No cigarettes, cigars, pipes or other items containing tobacco or tobacco products shall be smoked, burned, or otherwise caused or allowed to emit or produce smoke in any Unit or anywhere in or upon the common Elements, except that the Executive Board may from time to time designate (and remove the designation of) areas where such activities will be permitted, subject to such rules and regulations as the Executive Board may impose. Marijuana, which is illegal at the Federal Level, is prohibited at Great Harbor. The Executive Board shall impose reasonable fines for violations of this restriction and shall take appropriate action to prevent or enjoin any continuing violation of this restriction.

11. No clotheslines, fences or flag poles of any kind shall be placed or installed on Association Property.

12. No wood burning fires, including fire pits and fire bowls are permitted on the property. Barbecues are to be located at least ten feet from any structural component of the building.

13. No exterior lights shall be placed, installed, or hung without the prior written consent of the Board.

14. The Association shall be responsible for the removal of snow from Association

property. Each owner/tenant parking a vehicle on the Association property is responsible for monitoring the weather.

Winter Parking Rules will remain in effect for the entire winter season. Please park your vehicle in the back of the lot along the wooded area furthest from the building, and in the front of the lot along the building, leaving the center of the lot clear, prior to plowing. Once the center has been plowed, move your vehicle to the center of the lot to allow cleanup of snow along the parking lot edges.

If you expect to be away for a period of time, or are unsure of the weather, please move your vehicle to the back of the parking lot nearest the complex entrance before you leave.

Failure to follow these rules will result in a fine billed to the owner of the unit to cover the additional plowing expense. It is the responsibility of the Owners to inform their tenants of the Winter Parking Rules.

15. The units are restricted to single-family residential use, and the Board may decide whether the occupants of a unit constitute a single family for this purpose. Guests (including relatives) who occupy a unit for a long term (over 30 days, not necessarily consecutive) may be treated as occupants for the purpose of deciding whether a unit is being used as a single-family residence.

16. No woodstove, or other self-contained heating unit, except electric heaters, shall be allowed in any Unit.

17. No vehicle repairing, mechanical work, painting, or maintenance is permitted on Association Property.

18. Trailers, campers, motor coaches, boats and similar recreational vehicles, as well as any vehicle weighing over 6,000 pounds or that is too large to fit within a Great harbor parking space may not be parked in or upon Association Property except for brief periods to load and unload.

19. Only vehicles for legal street use with a valid, current license and registration shall be on Association Property. No vehicles shall be parked or left on Association Property other than in the parking lot.

20. No all-terrain vehicles (ATV), snowmobiles or other recreational vehicles shall be used, stored or parked on Association Property.

21. Garbage shall be disposed of as provided by the Association. Outdoor trash

receptacles, other than those provided by the Association, are prohibited. All garbage and other refuse shall be in tightly sealed paper or plastic bags. Items too large for normal handling by the refuse hauler can be removed by arrangement with the Board. The cost for any such disposal shall be borne by the requesting party.

22. Laundry Room hours are between 8:00 am through 8:00 pm only. The washing machines are to be used for clothing and household linens only. Pet bedding is not permitted. Clothing is not to be left in the machines and should be removed promptly.

23. Portable air conditioners may be installed in individual units. Exhaust heat and water vapor must be vented outside using a kit compatible with the unit's window. In addition, a pan must be placed under the air conditioner unit to collect any water. Contact a member of the Board of Directors before installing.

24. Patio Gardens. Units with patios may plant personal gardens adjacent to their patios with the prior approval of the Board of Directors. Such gardens may contain solely ornamental perennial or annual plants. For clarity, "solely" excludes such things as vegetables, herbs, and lawn ornaments. Gardens need to be mulched with mulch matching that used in the common gardens, stone is not allowed. Boundaries will be established in the Board's approval. The owner must maintain any approved garden. Should the garden fall into disrepair, the Board has the right to contract for removal of the garden and turf replacement at the owner's expense. A lien for such contingency, or owner deposit will be required, for any approved garden. If the owner decides to sell their unit, responsibility for the personal garden transfers to the new owner upon payment of the required deposit. If the new owner is not interested in maintaining the garden, the existing owner must return the garden area to turf before release of the lien or deposit.

PETS/ANIMAL REGULATIONS

25. Domestic pets (limited to dogs, excluding the breeds listed below, and cats, aquarium fish and caged birds) may be kept by a Unit Owner or tenant as household pets in his or her Unit, provided that:

A. Such pets are not kept for any commercial purpose;

B. Such pets do not, in the judgment of the Board, constitute a nuisance to others and, in all cases are controlled by, and within the control of, the owner of such pet;

C. Such pets are kept in compliance with local leash laws and animal health laws;

D. Dogs shall be on a leash within the building, in the front entrance way, and in the parking lot. Outside the aforementioned areas, dogs may be at large under the owner's control.

E. The Unit Owner takes responsibility for the clean-up of the pet's excrement

F. With respect to dogs and cats, the number shall be limited to an aggregate of one, i.e. one (1) dog or one (1) cat per Unit.

G. Breeds of dogs which are prohibited on Association Property are as follows:
Pitt Bulls, Rottweilers, Chow Chows, Doberman Pinschers, German Shepherds,
Presa Canarios, Alaskan Malamutes, Akitas, American Staffordshire Terriers,
Boxers, Great Danes, Wolf-hybrids, or any breed of dog which has any of the
above breeds in their lineage.

26. Each pet owner shall assume **full** responsibility for personal injuries or property damage caused by such pet and shall indemnify the Association, the Board, any managing agent, and other owners and occupants of the Units and shall hold them harmless against loss, claim or liability of any kind or character arising from or growing out of any act of such pet.

COMPLIANCE AND ENFORCEMENT OF RULES AND REGULATIONS

27. Each Unit Owner is responsible for full compliance with the Development Documents by all family members, guests, visitors, tenants and any others the Unit Owner brings to the Unit.

28. Loss or damage to Association Property, machinery, fixtures or furnishings caused by a Unit Owner or by his or her pets, guests, visitors, tenants, or other persons shall be replaced or paid for by the Unit Owner involved.

29. Any resident suspecting the loss or damage of any of his personal property should immediately bring it to the attention of the Board.

INSURANCE RELATED REQUIREMENTS

30. All units must maintain a minimum 50 degree (F) temperature whether occupied or unoccupied to protect common water lines from freezing. In addition, if a unit is to be unoccupied for 15 days or more, (1) the water line to the hot water heater should be turned off to prevent a potential undetected leak which may affect adjoining units, and (2) electricity to the water heater should be turned off at the electric panel.

31. No conventional water heater older than ten years from date of manufacture shall be connected to the common water system. The Association shall maintain records of the date of manufacture of all installed heaters; however, it is the unit owner's sole responsibility to replace aged heaters. In addition, all heaters must have a suitable drip pan under the unit to collect leaked water and permit the owner to monitor any leaks.

32. Any washer connected to the common water supply must have a drip pan under the unit and all hoses must be replaced after every five years of service. The Association shall maintain records of all washer installations; however, it is the unit owner's sole responsibility to replace aging hoses and install suitable drip pans under all washers.

EMERGENCY ACCESS

33. To facilitate access in an emergency such as water line break, each unit owner should provide an access key to the HOA Secretary to be kept in a secure area in the condominium office. Access to such keys is restricted to the HOA Care Taker and the BOD. Any use of such keys shall be immediately reported to the homeowner (by phone, if available, or email). If no key is available, access in an emergency will be obtained by whatever means are necessary and repairs will be the responsibility of the unit owner.

34. The Board reserves the right to amend, alter or cancel any of these rules and regulations and to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the Property and for securing the comfort and convenience of all residents of the Development.

COMPLAINT AND HEARING PROCEDURES

35. Since voluntary compliance with Association rules is not always obtained, it may be necessary for the Board to enforce compliance with the Development Documents. Members of the Board serve without compensation and they are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with Development Documents. It is therefore provided that complaints regarding violations will be accepted by the Association only if the complaining person has first attempted and failed to obtain voluntary compliance without official intervention.

36. The following provisions shall be observed before the Board may impose any penalty or sanction authorized under the Development Documents for violations of the

Development Documents.

A. Written Complaint. Any Unit Owner or tenant, any officer or member of the Board or the managing agent may file a complaint with the Board concerning any act or omission which appears to be in violation of the Development Documents.

The complaint shall contain:

(i) a written statement in ordinary and concise language of the acts or omissions with which the party named therein is charged, including if known, the time, date, location and person involved; and

(ii) the specific provisions of the Development Documents which such party is alleged to have violated.

B. Notice of Hearing. Promptly after the filing of the complaint, the Board shall serve a notice of hearing on each affected party together with a copy of the complaint if the proceeding is based on a complaint, by any of the following means:

(i) personal delivery; or

(ii) by registered or certified mail, return receipt requested, and addressed to respondent, at the address of the respondent appearing on the records of the Association.

The Notice of Hearing shall provide for a hearing on the complaint to be held not earlier than ten (10) days after the date of giving such notice and not later than thirty (30) days after the date of receipt of the complaint or petition by the Board. If any of the parties, within twenty-four (24) hours after receipt of a Notice of Hearing, shows good cause as to why such party cannot attend the hearing on the established date, the Board may reschedule the time and date of hearing to a date not later than thirty (30) days after the date of receipt of the complaint by the Association.

C. Hearing. At the beginning of the hearing, a member of the Board shall explain the rules and procedures by which the hearing is to be conducted. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any contrary common law or statutory rule in civil actions. Provided that the respondent has received proper notice of the hearing as required by the Development Documents, the absence of the

respondent from the hearing shall not invalidate the proceedings or any determination made thereon by the Board. Hearings may be conducted via telephone at the Board's discretion.

D. Decision. After all testimony and documentary evidence has been presented to the Board, the Board shall vote upon the matter, with the votes of a majority of the Board then participating being necessary to sustain a complaint.

E. Fines. For violations of the Development Documents involving damage to Association or other Unit Owners' property or other violations that result in physical changes to the Association Property (e.g. improper installation of a sign or satellite dish, oil stains from automobile repairs performed in parking lot), the offending party shall be responsible for all costs of repair, remediation or replacement of the affected property, and such costs shall become a lien on the Unit owned or occupied by the offending party pursuant to the Declaration of Covenants. In addition, with respect to all violations, whether or not resulting in damage to Association Property or Unit Owners' property or physical change to the Association Property:

(i) for the first violation of a particular provision or provisions of the Development Documents, the offending party shall receive a written warning or censure from the Board;

(ii) for any subsequent violations of the same or similar provision(s) of the Development Documents, the offending party shall be assessed a fine by the Board in an amount equal to the monthly common expense assessment then payable with respect to the Unit owned or occupied by the offending party, which fine(s) shall be a lien on the Unit pursuant to the Declaration of Covenants.

F. The Association may, in its discretion, seek an injunction or other equitable relief for repeated violations of the Development Documents by a Unit Owner or tenant. If the Association prevails in any action brought pursuant to this paragraph, it shall be entitled to recover from the offending party reasonable attorney's fees and costs incurred in connection with such action, and the recovery shall be a lien against the offending owner's Unit and a personal obligation of such owner.

OWNER INFORMATION, LEASING, AND TRANSFER REQUIREMENTS

37. Each unit owner is responsible for maintaining up to date names, contact numbers (phone), email and physical addresses and pet information with the Executive Board. Also make, color, State of license, and license plate number for any vehicle to be parked regularly in the Association parking lot. Owners are also required to provide the same information for any tenants occupying their owned unit. This information is necessary for billing, controlling parking during winter storms, as well as potential emergencies. The information will be treated confidentially and available only to the Executive Board to discharge its responsibilities for operation of the Association. The Executive board may impose fines for failure to provide the required information, especially if it results in added expense because of inability to contact owners or tenants.

38. Upon the transfer of a unit (other than to a mortgage holder, spouse, trustee of a trust for the benefit of the grantor, or other such transfer that does not change the beneficial ownership and use of a Unit), a "Reserve Contribution Fee" shall be assessed against the Unit as a Service charge, in an amount to be determined and adjusted from time to time by the Executive Board, which fee shall be added to the general operating reserve funds of the Association.

39. Owners are required to provide the Board with a copy of any lease agreement promptly after the lease is signed and to execute an "Addendum to Lease," available from the Association's bookkeeper to confirm the responsibilities of owners and tenants. Transfer of keys must be made person to person and is the responsibility of the Unit Owner. No Unit or Entry key may be hidden on the property. Units may not be leased for any period less than seven days. No portion of the Leased Unit (other than the entire Unit) shall be leased for any period. The Executive board will impose fines for failure in complying with these rules. The Unit Owner shall be directly liable to the Association for any fines or fees incurred by the Tenant and/or the Tenant's guests, invitees, or other occupants of the Leased Unit.

40. A Unit Owner may apply, in writing and in advance, for permission to deviate from these Rules and Regulations. The Association shall as soon as reasonably practical consider any reasonable written request submitted by a Unit Owner. Until approved in writing by the Association, a Unit Owner may not deviate from these Rules and Regulations, as may be amended.

41. Installations of split system ductless heat pumps may be permitted. The Unit owner shall provide a written plan/proposal from Acadia Refrigeration for the installation. In order to maintain consistency of appearance and quality of workmanship, Acadia Refrigeration shall be the only approved installer. Necessary alterations to the electrical wiring shall be performed by _____. The plan must be pre-approved prior to commencement of installation by the Committee created by the Board to oversee heat pump installations. The

Committee/Board shall maintain final authority for approval of the location of system components on Common areas of GHC as well as the location of all required plumbing and electrical wiring. By submission of the proposal the unit owner assumes all responsibility for the installation as well as any damage to the building. Maintenance of the system as required by the rules and regulations of GHC shall be the responsibility of the unit owner. All components of the system including the heat pumps, the pipes and wires as well as any penetrations in the building for the installation are limited common elements. Any water seepage or other damage resulting from the installation as well as routine maintenance of the system shall be the responsibility of the unit owner.

Great Harbor Estates Board of Directors