

# EXHIBIT D

## RULES AND REGULATIONS FOR GRAND BEACH SEASCAPE CONDOMINIUM OWNERS ASSOCIATION

Pursuant to Section 9.6 of the Declaration of SeaScape at Grand Beach, A Condominium and Section 6.9 of the Bylaws of the Grand Beach SeaScape Condominium Owners Association, the following Rules and Regulations are adopted in order to assure the peaceful and orderly use and enjoyment of the buildings and common areas and facilities (the "Property") of SeaScape at Grand Beach, A Condominium.

**1. Rules and Regulations.** These Rules and Regulations shall apply to the use and occupancy of the units and appurtenances of SeaScape at Grand Beach, A Condominium. These Rules and Regulations shall be enforced by the Grand Beach SeaScape Condominium Owners Association ("Association"). Violations shall be reported in writing to the Association. The Association shall thereafter give written notice of the violation to the responsible Unit Owner. Should disagreements concerning the violation arise, those disagreements will be presented to the Association's Board of Directors. The Unit Owner will be given an opportunity to be heard, and the Board shall render a decision. If the violation is not corrected within thirty (30) days, the responsible Unit Owner may be excluded from the use and enjoyment of any or all common areas and facilities not essential to access his unit. The Association shall have all other remedies at law and equity available to it in order to enforce these Rules and Regulations. Unit owners are responsible for compliance by their guests, renters and service personnel.

**2. Facilities.** The common facilities of SeaScape at Grand Beach are for the use of Association Unit Owners, their immediate families, resident house guests, guests accompanied by an owner and those here under a lease agreement.

**3. Noise.** No owner, guest or lessee shall make, cause to be made, or permit loud or disturbing sounds in units or common areas that interfere with the rights of others to enjoy the peaceful occupancy of their unit.

The term "loud or disturbing sounds" is defined as sounds that are irritating or offensive to the "reasonable person". The Board of Directors shall be the final determiner as to what constitutes a loud or disturbing noise.

After September 1, 1998 and through December 31 2013, any owner changing floor covering shall only use noise muting carpeting with dense padding or Board approved sound proofing equivalents. This will require special under floor materials that will stop the transmission of sound through hard surface flooring like tile, wood or laminate.

From and after January 1, 2014, any owner who wishes to change the floor covering in their unit must follow the provisions of Attachment 2 to these regulations.

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No residents, or their guests, shall disturb others through the making of loud sounds in units or common area floors, walls, or ceilings including, but not limited to, sounds caused by running, jumping, or the loud banging or scraping of objects, the playing of radios, televisions, stereo systems, or instruments, loud human or animal vocalizations. Vacuum cleaning or operating loud appliances is not permitted between the hours of 9:00 p.m. and 8:00 a.m. Repair or construction sounds should be limited to the hours from 9:00 a.m. to 5:00 p.m. Monday-Friday. This time limit may be exceeded in the case of an emergency.

The following steps shall be taken by the unit owner to end "loud or disturbing sounds":

- Step 1. The Unit Owner being disturbed shall furnish in writing to the offending owner a description of the disturbing sounds and request a cessation of the loudness. **Every effort shall be made by both parties to resolve the problem at Step 1.**
- Step 2. In the absence of a negotiated resolution of the problem, the Unit Owner being disturbed shall send a letter to the Board of Directors documenting the "loud or disturbing noise" and include an outline of the attempts to resolve the problem in Step 1.
- Step 3. In the event the Board of Directors finds there is merit to the complaint, the Board shall send a letter to the offending unit owner requesting cessation of the offending noise and offer to arbitrate the matter.
- Step 4. The Board of Directors, upon written notification by the complainant that the "loud or disturbing noises" are of a continuing nature, shall take the following action:
  - (1) In the event that the offending noise is due to inadequate floor noise reduction material, the Board of Directors shall require the unit owners, at their expense, to install the pad sliders and/or rugs referred to in paragraphs 4 and 5 of Attachment 2 of these Rules and Regulations.
  - (2) In the event that the offending noise is due to behavior of the residents, the Board of Directors shall impose monetary sanctions.

**4. Pets.** Pets are not permitted at any time at SeaScape by guests or tenants. Unit owners are permitted to have customary domestic household pets, only one of which may be a dog. The following Rules and Regulations shall apply to such permitted pets:

- A. All pets must be approved by the Board prior to the pet occupying the owner's unit, and the pet must be formally registered with the Board. Certain breeds of dogs or other pets that could possibly increase our insurance rates or be a potential hazard to others, as determined by the Board, will not be permitted. In addition, no livestock or exotic animals are permitted as pets including, without limitation, snakes and other reptiles and pot belly pigs."
- B. Only one dog at a time will be allowed to be registered to each owner and that dog will be required to wear an identifying tag issued by the Association. Owners who presently have more than one dog may keep them until those dogs no longer exist.

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- C. All animals shall be restrained by a short leash and controlled by a responsible person at all times so as not to become noisy or a threat to anyone in or on SeaScape Property.
- D. All pet owners must clean up any excrement produced by their animals on SeaScape Property and on the beach in front of SeaScape. This must then be disposed of properly. The overflow parking area is the recommended place for dog relief (clean up is still required) and the lawns may not be used.
- E. Any violation of pet Rules and Regulations will carry a five hundred dollar (\$500.00) fine to the Unit Owner.

**5. Children.** No child under the age of 18 years may reside in any unit unless accompanied by a responsible adult.

**6. Rentals.** Units may be rented under the following Rules and Regulations:

- A. No owner shall allow a rented unit to be occupied by more than the following:
  - (1). Four (4) people per one-bedroom unit
  - (2). Six (6) people per two-bedroom unit
  - (3). Eight (8) people per three-bedroom unit
- B. No renter may sublease the unit being rented.
- C. All rentals must be for a period of thirty (30) contiguous days or more.
- D. All rental agreements shall be in writing on a form provided by the Association and shall make the renter subject to the Declaration, Bylaws and Rules and Regulations and any other Condominium documents.
- E. No fee shall be charged by the Association for the rental of a unit unless such a fee is approved by a two-thirds vote of all the unit owners.
- F. A penalty of five hundred dollars (\$500.00) for a first time violation of these rules and an increase of two hundred dollars (\$200.00) for each subsequent violation shall be assessed to the Unit Owner.

**7. Destruction of Property.** Owners, their dependents, renters and guests shall not mark, mar, damage, destroy, deface or engrave any part of the building or common or limited common areas. Written notices shall be given to the owners detailing each incident. Owners shall be financially responsible for any such damage done by themselves, their dependents, renters, guests or workers servicing their units.

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**8. Exterior Appearance.** To maintain a uniform and pleasing appearance of the exterior of the building, no antennas, awnings, screens, or glass enclosures, or projections shall be attached to the outside walls, or to the deck. The only exception to this is that temporary neutral colored netting may be attached to the inside of the deck railings as a child safety protection. Standard exterior colors shall not be altered. For example; doors and window trim may not be painted other than standard original colors. No murals or paintings may be placed upon exterior walls. Window treatments must be white or off-white. Unit Owners may not plant or remove trees or shrubs, store unregistered motor vehicles outdoors, materially alter the grading or landscaping, or do any other thing which affects the external appearance of the building or grounds .

**9. Air Conditioners.** Air conditioners may be installed only in the locations designated by the Association. Unit Owners must also provide a catch pan or similar device to prevent condensation from dripping on the building.

**10. Cleanliness.** Unit Owners shall not allow anything to be thrown, or to fall from windows, doors or balconies. No residue from sweeping, washing or other activity shall be permitted to escape to the exterior of the building from the windows, doors, balconies or to the interior of the building from hall doors.

**11. Balconies and Terraces.** No object shall be hung or attached to or from the drivit EFIS), balconies, railings or window sills without the authorization of the Board of Directors. No cloth, clothing, rugs or mops, shall be hung upon, or shaken from windows, doors, balconies or terraces. No articles which pose a hazard to others shall be permitted onto any balcony or terrace. No unattended pets shall be left on balconies. Only electric grills are permitted on balconies or terraces; all other types are forbidden for safety reasons. No food that attracts birds is permitted.

**12. Door Locks and Security.** Unit Owners agree to permit entry into their units in case of emergency. In case of emergency originating in any unit, (or threatening any other unit,); regardless of whether the Unit Owner is present at the time of such emergency; or regardless of whether the unit is occupied by guests or renters; the Association, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each unit must use only locks approved by the Association. The building is designed with good security. Do not compromise that security by leaving the front door open and unattended. The door stop is a convenience for loading and unloading only. The pool door to the building must not be propped open when unattended. The pool sliders to the outside must also be locked when unattended.

- A. Master keys shall be under the control of the Association President who may designate the use of such keys to Fire Department, Management Company, and other Board Members. Unauthorized use of such keys will be considered trespassing.

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**13. Bicycles.** All bicycles and other types of non gas-powered recreational wheeled vehicles must be stored in the unit's designated storage cage, garage (if owned), in the unit or in the bicycle rack outside and may not be left in other common or limited common areas at any time.

A. All gas-powered vehicles must be stored outside or in a garage (if owned).

**14. Plumbing.** Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown in them. The costs of any damage resulting from their misuse shall be borne by the owner causing the damage.

**15. Responsibility for Deliveries.** Owners shall be liable for all damages to the building caused by receiving deliveries, or moving, or removing furniture or other articles to or from the building. Elevator protection wall pads must be used when moving furniture or other articles that may damage the elevator. These pads are stored on the wall in the storage cage room adjacent to elevator.

**16. Roof.** Owners are not permitted on the roof for any purpose without permission from the management.

**17. Solicitation.** There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Association.

**18. Parking.** Will be regulated as follows:

- A. Two parking spaces are assigned to each Unit Owner for their sole use as they wish. Owner parking stickers are available for these cars especially if parked in the overflow area.
- B. No vehicles belonging to owners, guests, visitors, service personnel, etc. are allowed to park in someone else's parking space without the permission of that owner.
- C. No more than two vehicles per unit may be kept on the property from Memorial Day to Labor Day.
- D. Parking spaces shall not be used for trailers, unregistered vehicles, etc.
- E. Two guest parking tags per unit will be issued. These guest tags are to be hung from the rear view mirror of guest vehicles while visiting especially if parked in the overflow area.
- F. The overflow parking area is intended as a temporary facility for use when guests are visiting. It is first come, first served. Every car in this area must have a SeaScape sticker or tag.
- G. Non-designated parking areas such as the front of the building (which is to be used only for loading and unloading) and areas in front of the garages are not to be used for parking.
- H. All vehicles not in compliance with the Rules and Regulations or park in the wrong parking spaces shall be subject to towing at the vehicle owners expense.

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**19. Signs.** No Unit Owner may install or authorize the installation of a sign of any kind (other than a notice to be placed on the bulletin board) on the property. No real estate or For Sale signs can be placed on the property. Open house signs are permitted during the advertised hours of an open house.

**20. Hazard.** Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance for the property, or any part thereof, applicable for residential use without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation, or administrative ruling. No hazardous substance or material may be stored in the storage cages. The term "hazardous substance, and material" are defined in Title 38 of the Maine Revised Statutes Annotated, Sections 1362(1) and 1401(2).

**21. Trash Disposal.** The following Rules and Regulations shall be observed with respect to trash disposal:

- A. All trash should be double or triple bagged, in plastic, and placed in the trash chute on each floor. No loose trash (like sheets of paper or dust from vacuum cleaner bags), containers with liquid in them or any large items are permitted in the chute. Recycling bins are provided in each trash room for clean mixed glass, plastic, paper and cardboard. Please recycle!
- B. Throwing carpet sweepings containing naphthalene, camphor balls or flakes, floor scraping, oil-soaked rags, empty paint cans or any other inflammable, explosive or highly combustible substances into the trash chute is unlawful and all offenders are subject to the penalty which may be assessed under the Laws of the State of Maine or the town of Old Orchard Beach.
- C. Garbage should be placed in a kitchen disposal, if available, or well drained, and wrapped in a compact package that will not drip or burst while being transported to and deposited into the trash chute.
- D. Owners must themselves arrange for the disposal of any large items such as appliances, plumbing fixtures, furniture, etc. that are not accepted or require a special fee by our trash disposal company.
- E. Use of the trash chute is prohibited between the hours of 10:00 P.M. and 7:00 A.M.

**22. Use of Pool.** The pool in the community room shall be subject to the following Rules and Regulations:

- A. Quiet must be maintained in the pool area between 9:00 P.M. and 7:00 A.M.
- B. There shall be no diving or jumping into the pool.
- C. There is no lifeguard on duty. All use the pool at their own risk.
- D. Children under the age of 16 must be accompanied by an adult.
- E. Untrained infants may be brought into the pool only if properly diapered/suited.
- F. All pool toys that could injure, annoy or become an inconvenience to others must not be brought into the pool.
- G. No glass may be used in or around the pool except for bottles or dishes at a party.
- H. No alcoholic beverages may be left in the kitchen refrigerator.

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- I. All swimmers must shower before entering the pool.
- J. Cut-off jeans or similar attire are not permitted in the pool as the threads clog the filters.
- K. No pets are allowed in the pool area.
- L. Life saving equipment must never be used as toys, but only for rescue of someone.
- M. Smoking is not permitted in the pool area.
- N. The pool cover must be replaced on the pool surface from October to May.
- O. Parents should check the bathrooms for cleanliness after their children use them.
- P. Pool users are responsible to clean up any mess they make and take with them their personal property or it will be discarded.
- Q. The pool and Community Room are considered private for use by owners and their guests only. These may not be used for any business, community events or any **public purpose of any kind.**

**23. Alteration of Common Areas.** Nothing shall be altered or constructed in or removed from the common areas except upon the prior written consent of the Association. When a unit owner is performing construction or repairs within its unit that requires connecting into common elements plumbing pipes/lines or electrical lines/ junction boxes, any work affecting those common elements must be performed only by Maine licensed plumbers or electricians

**24. Use of Common Areas.** The common areas shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The pool, kitchen and other common areas can be used for groups and special occasions by making arrangements with the building administration. Some restrictions, like holiday weekends, may apply. The other owners will be informed by a notice on the bulletin board. Exclusive use of the facilities can not be guaranteed. No specific fee for the use of these areas is required. However, any expenses to the Association as a result of the event, including maintenance or time for clean up, shall be charged to the party giver.

**25. Compliance.** Each unit and the common areas shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Association. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner.

**26. Amendments.** These Rules and Regulations may be amended, modified or revoked at any such time by affirmative vote of the Board of Directors, and such Rules and Regulations may be amended by, and may be modified or rejected, in whole or in part, by vote of sixty-seven percent (67%) interest of Unit Owners of the Association present in person or by proxy at a duly called meeting of the Association. Material amendments of these Rules and Regulations shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders (as defined in the Declaration). In the event of any conflict between these Rules and Regulations and the provisions of the Maine Condominium Act, the Declaration or Bylaws, the latter shall govern and apply.

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**27. Space Heaters.** Gas, oil or kerosene space heaters are not permitted in the building. Portable electric U.L. approved heaters may be used if necessary, but with extreme caution.

**28. Smoking.** Because of the potential hazard of secondary smoke, smoking of any kind is not allowed in any of the common elements (which includes the limited common elements) including, but not limited to, the pool room, hallways, staircases, lobby areas, elevator, unit balconies and common use balconies, the open areas under the second floor, parking garages, the paved parking areas and driveways, the seawall and the grass area on the ocean side of the building; provided, however, that smoking is allowed in the area of the overflow parking lot next to where the cigarette disposal can is located. Smokers must extinguish their smoking materials in the cigarette disposal can. When the overflow parking area is unreachable because of snow accumulation, smokers must smoke outside the common elements such as on the sidewalk on East Grand Avenue. Owners must advise their guests, tenants and contractors of these smoking rules and make reasonable efforts to monitor compliance.

**29. Storage Areas.** Each unit has its own storage cage which should be used for storing all your personal articles. Nothing should be in any of the hallways or aisle areas outside the storage cages. Anything left there can and will be disposed of. There is a bicycle rack under the overhang outside the pool that can be used for wheeled vehicles. If it is used, the bicycles should be locked.

**30. Sea Grass.** The sea grass that is growing outside the sea wall is ecologically important to preserve. This aids in creating dunes for the protection of our shore and building from storm erosion. This grass is very sensitive to foot traffic. It is illegal, under state law, to enter into this sea grass area or allow humans or animals to play and dig in the sea grass.

**31. Lock-out.** Board of Directors and/or management may charge a fee for opening a unit when a Unit Owner, guest, or renter has locked themselves out of a unit or for any other reason does not have a key to enter the unit. A lock-out fee of twenty-five dollars (\$25.00) may be assessed.

**32. Reporting Problems.** Everyone is asked to put a note in the lobby SeaScape box anytime a problem is found that requires fixing or repair.

**33. Unoccupied Units.**

(i) Any time a unit is to be unoccupied for more than three days the following precautions shall be implemented by the last person leaving:

- A. All furniture and other large items that can blow around and do damage if high winds occur shall be removed from the balconies.
- B. All windows shall be tightly closed, slider screens closed and slider doors locked to prevent wind driven rain from entering the Unit.
- C. It is recommended that draperies be closed to either prevent sun damage within the unit or prevent the cold outside air from entering the unit.
- D. All thermostats shall be set at a minimum of 50 degrees F so that if there is a building furnace failure, the water pipes will not freeze.
- E. Perishables shall be removed from the cabinets and refrigerator to prevent odors, bugs or vermin.



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- F. All garbage and trash shall be bagged and disposed of in the trash chute.
- G. The automatic ice maker in the freezer shall be turned off, if one is present.
- H. All small heat appliances (toasters, ovens, coffee makers, irons, etc.) shall be unplugged so they cannot cause a fire.
- I. The circuit breaker that feeds power to the electric water heater shall be turned off to prevent possible fire if it should fail.
- J. The main water valve in the utility closet shall be shut off and the pressure relieved on both the hot and cold water to prevent any water leakage problems.
- K. If Plexiglas panels have previously been installed on the slider screens and you are leaving for the Fall/Winter season, they shall be securely re-installed.

(ii) During the period from the end of the Columbus Day weekend through April 30, all furniture and other items shall be removed from the balconies, but the following exceptions are permitted: (a) heavy furniture (but its detachable pillows must be removed off the balcony) or other heavy objects which will not be blown around by winds, (b) units which are occupied during this time period by either owners or tenants and (c) balcony items which have been strongly secured together on the balcony and covered with a tarp to avoid being blown around but such items shall not be secured to a railing in a manner which would risk causing scapping to the paint on a railing.

If these precautions in subparagraphs (i) and (ii) are not taken, the owner shall be directly and solely responsible for any damage caused to his/her unit, any other unit or the common elements and limited common elements of the building. The owner shall also be directly and solely responsible for any injury to any person or persons occurring from balcony objects which are blown off the balcony (even if they were thought by the owner to be strongly secured or too heavy to be blown around) during the period set forth in subsection (ii) above.

**34. Board of Director Requirements.** The Board of Directors has mandated the following requirements within the units:

- A. In accordance with the provisions of Section 6.13 (e) 3 of the By-Laws each unit owner must obtain Unit Owners Insurance to cover hazards to their own personal property, improvements and betterments installed within their unit, and any liability not covered by the Association's policy. Proof of this insurance must be mailed (emailed) to the Association or faxed to 207-934-4541 each time the policy is renewed.
- B. To allow proper shut off of the main water line within a unit, a quarter turn ball valve must be positioned on the input water line so that it is easily accessible for operation. In addition, the shut off valves for both the hot and cold water inputs to the clothes washing machine must also be accessible.

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- C. Needle valves that pierce a water pipe to provide a source of water to appliances like ice makers or water filter/coolers are not permitted in the units of the building. Piping tees and shut off valves shall be used. Additionally, plastic piping to these appliances is forbidden and must be copper tubing.

**35. Major Renovations Within a Unit** If a contractor is hired by an owner to make major renovations within a particular unit, the provisions of Attachment 1 to these Rules and Regulations shall be followed and a signed copy of Attachment 1 shall be provided for the Board of Directors. This requirement does not apply to simple repairs and routine maintenance, but these items still require compliance with all the other SeaScape provisions. Any dispute about the definition of "Major Renovations" shall be resolved at the sole discretion of the Board of Directors.

Prior to the commencement of any major renovation; there following shall be delivered to the board of Directors or the building manager:

- I. A \$200 deposit by the unit owner for major construction projects, which will be returned if the contractor performs all of its obligations under this Attachment. If the contractor does not so perform, the Board can use the deposit to pay the cost of curing any error by the contractor.
- II. A signed dated copy of Attachment 1
- III. A copy of the contractors "Certificate of Insurance"

**36. Predicted High Winds**. If high winds are predicted, the unit owner is responsible, prior to the predicted storm, to clear its balcony of all items that could damage its unit, other units or any common elements. If they are not timely cleared, the Board has the right, but not the obligation, to clear them and put the objects inside the unit. If the Board elects to do so, neither the Board nor the Association shall have any liability to the unit owner for any damage to the items cleared or to the inside of the unit where the items were placed. If the Board elects to clear the items, a \$25 fee will be charged to the unit owner, and if it happens again, the fee shall be \$50.

**37. Offensive Odors**. No unit owner or its guests or tenants shall allow any offensive odors to emanate from their unit. The term "offensive odors" is defined as odors which are irritating or otherwise offensive to a "reasonable person". Household cooking odors shall not be considered offensive. The Board shall have the final determination as to what constitutes an offensive odor.

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### **SEASCAPE PROCEDURE for DELINQUENT FEES from OWNERS Effective March 1 2016**

Section 6.2(f) of the Bylaws requires that payments must be paid by their due date. Our monthly assessments are due on the first day of each month. Our special assessments are due on the date set forth in the approval of the special assessment.

The Bylaws provide that if a payment is not paid within 10 days after the due date of a payment, a \$25 late fee is due (for each month the payment remains unpaid in full) plus interest shall accrue on the delinquent payment at the annual rate of 18% until the payment, all late fees, accrued interest and other sunt9due under section 6.2(f) of the Bylaws are paid in full.

If payments are not received within ten days after the due date, the Board of Directors and/or the property management company may exercise all of the rights of the Association under the Declaration, Bylaws, the Maine Condominium Act and any other state and federal laws to collect payments owed to the Association.

If a unit owner experiences a major personal problem which tee unit owner believes may interfere with the unit owner timely making a payment, the unit owner may contact the members of the Board of Directors by email to the due date. The unit owner may send an email to the Board of Directors explaining the unit owner's problem together with an explanation of how the unit owner will make up the missed payment. The Board of Directors will consider the unit owner's described circumstances in the unit owner's email, and will decide whether, in the Board of Directors' sole discretion, the Board of Directors will make a short term extension of the payment date.

## EXHIBIT D

### ATTACHMENT 1

## To the SeaScape Rules and Regulations For Contractors working on major Unit Renovations

April 23, 2015

The following requirements are provided for when *contractors* are planning major renovations within a SeaScape unit. Many of these requirements are already set forth in the official Declaration, By-Laws, and Rules and Regulations for the SeaScape Condominium. In case of any conflict, those documents shall supersede.

Owners shall inform the Board of Directors of any major changes they are planning to make within their unit prior to the start of work. The contractor should contact our Maintenance Manager for any questions or information involving the building's construction or its requirements.

The unit owner is liable for the expenses of maintenance, repair or replacement of any damage to the common areas or to another unit caused by anyone associated with that unit. This liability is normally passed on to the contractor during modifications and it is the owners' responsibility to confirm that the contractor has the proper insurance to cover this liability.

Each contractor needs to provide a Certificate of insurance to both the unit owner and the Association in the amount of at least \$1 million for bodily injury and property damage, which includes: 1) General Liability, 2) Statutory Worker's Compensation, and 3) Automobile Liability (for owned and hired vehicles). Contractors SHALL provide the "Certificate of Insurance" before starting ANY work.

Contractors may use the front of the building for loading/unloading but must use the owner's parking spots or the overflow area for parking.

The Association WILL NOT remove debris from the construction work. i.e If they brought it in they take it out. Common area Hallways are not to be used for a work area and contractors must protect the hallway carpet, entrance way (1<sup>st</sup> floor) and the elevator by placing runners on it.

Grocery carts are for residents ONLY.

If owners are not present, contractors must be given a unit key to have access to the building and the unit. They shall not normally rely on SeaScape personnel to let them in. The front door may be propped open during loading and unloading but must be closed when not attended.

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The contractor vehicles should park in the two numbered spaces reserved for the unit that they are working in. They should never park in other numbered spaces or in the area by the front door. If more space is needed, the overflow area at the north end of the lot can be used with a guest parking tag.

Normal construction is permitted in the building from 9:00 a.m. to 5:00 p.m. on Monday through Friday.

The contractor is responsible for preventing the dust and dirt of his work from being spread to the common areas or other units. The building fire alarm could be activated by excessive dust outside the unit door. The smoke detectors within the unit are not connected to the main alarm and can be covered or temporarily disconnected if necessary during dusty or smoky work. Any mess outside the unit must be cleaned up immediately.

The contractor is responsible for the removal of ALL packaging and debris cause by their work. Nothing may be thrown out windows or from balconies.

Contractors using the elevator to transport materials; shall use the elevator protective pads at ALL times. The protective pads are available in the first floor cage room next to the elevator. The pads must be put away EACH Night. Contractors cannot "Tie" up the elevator. The weight limit of the elevator is 2,500 lbs.

The boundaries of each of the 42 Units of the Condominium on floors 2 through 8 are defined to be within the top of the approximately 3 inch thick reinforced concrete floor, the bottom of that same floor of the unit directly above (or the metal deck of the roof), and the vertical plane at the interior edge of the metal studs of all the walls bounding the unit. Changes within these boundaries are generally permitted but outside are not.

The walls between the units have double sets of metal studs with soundproof insulation between them and two thickness of ½" gypsum board on each side. This system shall not be modified. No changes that affect the outside surfaces of the building or that are visible from the outside shall be made without the specific written permission of the Board of Directors.

Floors are a particular noise problem in this building because of the way it is constructed. The hard concrete surface coupled with the space between the floor and ceiling below acts like a drum to amplify any sound from above and disturb the people below. Therefore, only noise muting carpeting with dense padding or Board approved sound proofing equivalents may be used. Kitchens, bathrooms and utility closets are an exception to this rule.

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Electrical wiring and portions of water and sewer lines serving only one unit are part of that unit and may be modified as necessary. The fire sprinkler system within a unit, including the wet sprinkler heads and the alarm horn, may be modified only by the company that services the building system. Extreme caution should be used when working near or around the sprinkler heads.

Building drawings are available if necessary, but they provide primarily major building structure and not the details within the units. Electrical and plumbing drawings are particularly poor for correct details within a unit. Metal studs are used throughout the building for fire retardation and should be continued. Wiring is generally 12 gauge, three wire, metal clad, BX cable.

The Board of Directors reserves the right to expel any contractor who refuses to adhere to the rules set forth in this document or creates a situation not to the benefit of the SeaScape condominium and its owners.

Signed copies of this attachment shall be retained in the SeaScape file as proof that Owners and Contractors know and agree to the requirements of major unit modifications.

_____	_____	_____
Unit Owner	Unit No.	Date
_____	_____	
Contractor Representative	Company Name	
_____	_____	
Contractor Telephone Number	Company Address/City	

## EXHIBIT D

### ATTACHMENT 2

To the SeaScape Rules and Regulations

Criteria for Replacement of Unit Floor Coverings

After a review of the SeaScape drawings by an Acoustical Engineering Firm retained by the Board, we have determined that wall to wall carpeting over dense padding is the preferred floor covering to prevent excess noise from being transmitted to the unit below. If the unit owner wishes to install a different type of floor, they must first obtain permission of the Board of Directors in accordance with the following criteria:

1. Detailed plans, including proposed specific floor coverings, underlayments and contractors must be provided to the Board at least 30 days prior to the planned start of the installation.
2. For the living/dining rooms and bedroom hallways, the only type of hard floor that will be approved is engineered wood or laminate flooring and a ½ inch (12 mm.) thick underlayment. These items must be installed per the manufacturer's instructions and all cracks in the concrete floor must be sealed by the owner's contractor prior to the installation of the engineered wood or laminate flooring and their underlayments.
3. The recommended underlayment from our engineer is either "Regupol" made by Sound Seal or "QTscu" made by Ecore. If the unit owner wishes to use a different underlayment, they must obtain and deliver to the Board a certification from a licensed acoustical engineer in the form below Attachment 3 of this document.
4. There must be good quality pad sliders made of felt, rubber or cork on the legs of furniture and chairs to prevent them from scraping on the engineered wood or laminate floors when moved.
5. If notwithstanding the installation of the engineered wood or laminate flooring and their underlayment in accordance with the requirements of this rule, the unit owner below the unit complains of excessive noise and the two unit owners cannot resolve this complaint between themselves in accordance with the requirements set forth above in this Rule 3, the Board reserves the right, in its sole discretion, to determine if excessive noise is occurring and if so, the Board has the right to require the unit owner to place in high traffic areas good quality carpet runners and area rugs with appropriate good quality padding over these hard floors as an added sound deadening.
6. Other hard flooring (tile, ceramic, porcelain, stone, vinyl, cork, etc.) are permitted only in the bathrooms, kitchen, utility closet and the entry hallway. Appropriate underlayment is required. Engineered wood and laminate flooring may also be installed in those areas if it is installed in accordance with paragraphs 2 and 3 above.
7. For Tile/Stone installations: Laticrete's 170 Sound & Crack Isolation Mat 170 product or such better product as the Stone/Tile Manufacture recommends shall be used.

## EXHIBIT D

8. Bedrooms shall be wall to wall carpeted and thick padding shall be installed. The carpet must be of good quality and at least should be made of medium density and thickness. The pad should be high density and thick spun nylon and/or other synthetic fibers flat rubber or rebond form to prevent moisture problems. Expanded polyurethane foam rubber is not permitted.
9. If other improvements are being made to a unit, the old floor covering must not be removed until those changes are done. In no case may work be done in a unit when the floor covering has been removed, except to immediately replace it.
10. Hard flooring installed prior to January 1, 2014 can remain in place, but any replacement of all or a majority of the existing hard flooring must conform to these new rules.
11. If the strict application of these rules would impose a material burden on a unit owner installing new flooring, the Board, in its sole discretion, may consider the issue and grant an appropriate waiver of one or more requirements of these flooring rules.



**EXHIBIT D**

**ATTACHMENT 3**

To the SeaScape Rules and Regulations

Criteria for Wavier of Underlayment

LETTERHEAD OF THE LICENSED ACOUSTICAL ENGINEER

Seascape at Grand Beach Condominium Association  
221 East Grand Avenue  
Old Orchard Beach, ME 040664

RE: Flooring and underlayment for unit \_\_\_\_\_

To the Board:

I have been retained by \_\_\_\_\_, the owner of unit \_\_\_\_\_, to evaluate the noise abatement qualities and durability of the owner’s preferred underlayment product which is a \_\_ mm underlayment consisting of \_\_\_\_\_ material and manufactured by \_\_\_\_\_ ( the “Alternate Underlayment” ).

I have been informed ( but I have not independently verified ) that the floor structure of your building is 2.5 inches of concrete laid over a corrugated metal deck and that the total thickness of the concrete, taking into account the concrete within the corrugated metal deck to be up to 3 inches. I also have been informed that there is a 12 inch open space below the corrugated deck and above the ceiling of the unit below , that steel joists run through that space and that there is no insulation in that 12 inch space. Finally, I have been informed that the ceiling of the unit below is ½ inch gypsum wallboard rather than the more commonly used 5/8 inch gypsum wallboard. With your permission, I have assumed these facts to be accurate.

Taking into account the structure of the building described above, I have compared the Alternative Product to both 12mm Regupol and 12mm QTscu (the” Recommended Products”), for the underlayment to be installed under the engineered wood product the owner desires to install.

I have concluded that, in my professional opinion, the Alternative Product equals or exceeds the noise abatement qualities and the durability of the Recommended Products.

Very truly yours,

\_\_\_\_\_

License No. \_\_\_\_\_, State of \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_