

Meadowbrook Ridge Associates



Rules and Regulations

Dated: September 26, 2022.

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INTRODUCTION

Meadowbrook Ridge is a Planned Unit Development (PUD) that is operated by an association which is responsible for the care and maintenance of the common areas. Regular and uniform upkeep of the landscaping in the common areas helps to enhance the appearance of the property within the community, thereby helping to maintain the property values. Living in this private community we each have a responsibility not just to ourselves, but also to our neighbors and other residents to make Meadowbrook Ridge a safe, clean and peaceful place for all to live. As a homeowner in this PUD you own title to the immediate outside perimeter of the unit, both inside and out, including all siding, windows, doors, shutters, roofing, and any other outside attachments including any existing decks. You own the land beneath the unit, but not the land under the deck. The maintenance and upkeep of what you own... is the responsibility of the unit owner. All other areas of the development are considered common areas. Common areas are all real and personal property, which the association now or hereinafter owns or otherwise holds for the common use and enjoyment of all owners. Common areas are not divided into common shares. The Association has permanently granted an easement to each unit owner for parking spaces, located in the driveway directly in front of each unit for the exclusive use of the unit owner. Snow removal, repair and maintenance of the same shall be the responsibility of the Association.

These Rules and Regulations (the "Rules") have been promulgated and approved by the Board of Directors (the "Board") of the Meadowbrook Ridge Associates. These Rules are not meant to harass, but to; maintain a community-wide standard; provide maximum health and safety standards for all owners, guests and tenants; ensure everyone's privacy; protect the property value of all owners; and provide a peaceful place to live and an overall superior living environment.

These Rules are binding on all homeowners (the "Unit Owners"), as well as on their guests, tenants, licensees and invitees who have assumed the responsibility to comply with the Governing Documents. It is the responsibility of all who use our facilities and services to know these Rules, abide by them, and cooperate in their enforcement.

In accordance with the Governing Documents and Maine Law, the Board is obligated to strictly enforce these Rules. Violations of these rules may result in the Board issuing a warning; assessing fines; or instituting legal proceedings.

Any questions concerning these Rules should be addressed in writing to the Board. These Rules are meant as a summary for unit owners and do not include the following:

1. Restated Articles of Incorporation.
2. Restated Declarations of Covenants, conditions and restrictions for Meadowbrook Ridge (A Planned Unit Development) dated June 6, 2016, and recorded in Penobscot county Registry of Deeds in Book 14171, Page 249.
3. Amended and Restated Bylaws of Meadowbrook Ridge Associates effective October 10, 2017.

In the event any Rule or Regulation contained herein is in conflict with the Declaration of Covenants, Conditions and Restrictions, or the By-Laws, the Declaration and the By-Laws shall be controlling.

Any violations of these Rules should be reported in writing to the Board through the managing agent's office.

COMMON AREA LAND AND GENERAL USE

1. The Meadowbrook Ridge development is subject to conditions described in a Maine Dept. of Environmental Protection Order dated 6-28-2007 and recorded in Book 11042, Page 256, and to a City of Bangor, Findings of Fact and Order approved by the City of Bangor Planning File #SLODA BGR-00069, Maine DEP File #L-23574-B-D, on file at the Bangor Planning Department. As such, the development was required to have an Impervious Surface Ratio (ISR) calculation below the maximum of 0.3. At the time of approval the ISR was at 0.299. Subsequent to the Maine DEP Order and the City of Bangor Finding of Fact and Order referred to above the Association acquired additional land from Eagle Crest LLC by deed dated January 26, 2018 and Recorded in Penobscot County Registry of Deeds Book 14760, Page 235. The acquisition of the additional land enabled the Association to permit additional unit patios and generator pads. Notwithstanding the foregoing neither the Architectural Committee nor the Board of Directors has the power or authority to allow any additional developmental or structural changes that exceed the ISR calculation of 0.3 anywhere in the development.
2. Each residential unit is intended to be used as a residence only, not to be occupied by more than one (1) family at a time, and to be used for no other purpose. Therefore no business or commercial activity shall be conducted in or from any residential unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in the residential unit; from keeping personal, business or professional records in the unit; or from handling personal, business or professional telephone calls, or written or electronic correspondence in and from the residential unit. Such uses are expressly declared customarily incidental to residential use.
3. Operation, care, upkeep and maintenance of the Common Areas and the making of additional improvements to the Common Areas are within the control of the Board of Directors. No unit owner shall either temporarily or permanently, alter or make any changes to either the Common Areas or Unit Exterior without prior approval of the Board of Directors.
4. No signs (except as may be exempted by law), advertisements, banners, notices or other lettering shall be exhibited, inscribed, painted or affixed by any person on any part of the outside of a unit building or inside of a unit building that is visible from the outside of the unit. Notwithstanding the above, a unit owner placing his unit for sale may erect one aesthetically pleasing "For Sale" sign directly in front of the unit, provided that; if the sale is brokered by a commercial enterprise, said enterprise representative acknowledges receipt of the Governing Documents.
5. No satellite antenna of any kind shall be placed or erected upon the common area or affixed in any manner to the exterior of any building other than one (1) meter in diameter. The satellite antenna may be installed only at a preferred location where an acceptable signal may be obtained. The preferred location is on a Unit Building at a location to the rear or side of the residence, least visible from neighborhood residences, or from the interior roadways within Meadowbrook Ridge.
6. In accordance with Maine Law, unit owners may display in a respectful manner one portable, removable United States flag or official flag of the State of Maine, including, but not limited to, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.

7. No bicycles, scooters, baby carriages, motorcycles, boats or similar vehicles or toys, or other personal articles, shall be allowed unattended in any of the Common Areas of the development when not in use.
8. No clothes, sheets, blankets, laundry or any other article shall be allowed to hang outside a unit, or be exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.
9. Wildlife feeding within Meadowbrook Ridge is prohibited except for bird feeders which must be suspended above ground. The Board may suspend all bird feeding during any period of increased nuisance wildlife activity.
10. A unit owner shall be liable for any maintenance, repairs or replacement to any Common Areas, other residential units or personal property, which is caused by the negligent act of the unit owner, his family, lessees, agents, employees and guests.
11. No automobile garage shall be permanently enclosed or converted to other use without written permission of the Board of Directors.
12. No rubbish, trash, garbage, or other waste material shall be kept or permitted at the exterior of any of the units.
13. ATVs, snowmobiles and other vehicles not normally used for highway travel are prohibited from being operated either on Common Area land, within a street, or anywhere else within the property. No maintenance or repair shall be performed upon any motor vehicle, boat, trailer, or camper, except within a garage with doors closed.

PETS

1. Common household pets shall not exceed two (2) per unit.
2. No dogs shall be permitted unleashed in any portion of the common areas.
3. No pets shall be permitted to cause or create a nuisance, unreasonable disturbance or noise which constitutes a source of annoyance to the residents of the Development or which interferes with the peaceful possession or proper use of the units and common areas by the residents thereof. Any pet causing or creating such a nuisance or disturbance or noise shall be permanently removed from the Development upon ten (10) days written notice from the Association. In the event that the pet is not so removed from the Development, the Association may initiate legal proceedings to enforce such a removal and may assess a civil penalty of twenty-five dollars (\$25.00) per day for each day the pet remains in the Development after the date specified for removal. In addition, the pet owner shall be responsible for all legal expenses, including attorneys' fees incurred by the Association in securing the removal of the pet(s) from the Development. Any civil penalties and legal expenses shall be levied as a supplemental assessment against the applicable unit and shall constitute a lien on said unit in accordance with provisions in the Declaration.
4. Each person shall be responsible for any damage caused by his or her pet.
5. Pet owners shall restrain their animals from the common area around other unit owners.
6. No outside pens, houses, shelters, or runs are permitted.

7. Pet owners shall be responsible for the retrieval and proper disposal of their pet's droppings.
8. The pet owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Development.

NEIGHBORHOOD NOISE POLICY

1. Quiet hours for this neighborhood are between the hours of 10:00pm and 7:00am.
2. Extreme care shall be exercised to minimize noise so as not to disturb other persons.

SPEED LIMIT

1. Since Meadowbrook Ridge does not have sidewalks, we all need to "Share the Road". Pedestrians, automobiles, commercial vehicles, bicycles, and other forms of transportation all use our streets therefore it is imperative that everyone obey all traffic laws and rules and exercise extreme caution so as to ensure the safety of all.
 - **The Speed Limit within Meadowbrook Ridge is 10 MPH**

PARKING POLICY

1. No owner shall store or permit to be stored, either in a driveway or within the street right-of-way of this development, any ATV, stock car, golf cart, or other vehicle not normally used for highway travel; or any boat, trailer, or camper, except when such motor vehicle, boat, trailer or camper is stored within an existing garage.
2. No overnight parking is allowed on any street right-of-way within the development and operating or parking a vehicle on the grass is strictly prohibited. In general, owners and guest vehicles should park in their designated parking spaces in front of each unit. Vehicles must not block a neighbor's driveway.
3. Temporary parking to the side of the street is allowed for periods of up to eight (8) hours, provided that care is given to allow for safe passage of emergency equipment and other vehicles.
4. During the winter months (November-April) use common courtesy when parking so as to not hamper snow removal.

ARCHITECTURAL REVIEW

1. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, change of exterior color, or other work which in any way alters the exterior appearance of any structure, residential unit or Common Area be made. Proposals must be submitted through the managing agent, for review by the Architecture Committee and approved in writing by the Board of Directors. All plans and specifications shall be evaluated as to the harmony of external design and location to surrounding structures and topography.
2. Project proposals must include a complete set of all plans and specifications for any work that in any way alters the current appearance of any structure, building unit or common area, including without limitation, any building fence, wall, enclosure, sewer, drain, decorative building, landscape device, object or other improvement, the construction and placement of which is proposed upon the Property. The Architecture Committee, or Board, may require submission of samples of proposed building materials for use on any dwelling unit, and may require such information as may reasonably be necessary to completely evaluate the proposed structure or improvement.
3. All applications to the Board must be submitted on a form approved by the Board and must include a sketch of the change or alteration drawn to scale and in relation to existing dwellings, and a detailed description of the improvement. Each request is to be submitted as a separate application.
4. It is the sole responsibility of the unit owner to obtain any and all permits required by city, county, state or federal governmental entities prior to performing any Board and/or Committee approved work. Board approval does not relieve the unit owners' responsibility to governmental entities and accepts no liability in these matters.
5. It is required that any exterior work on any unit, however minor, be reviewed with the Board.
6. Interior alterations do not of themselves require approval, but any related exterior manifestations such as excessive noise, machinery, sanitation devices or dumpsters must be approved in advance by the Board. The Board may approve or disapprove any proposed project. Any party aggrieved by a decision of the Board shall have the right to make a written request to the Board of Directors within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

SEWER SYSTEM

A portion of the Meadowbrook Ridge neighborhood is augmented by pumps for the disposal of household waste into the city sewer system. These pumps require periodic maintenance and have a life expectancy, and both can be adversely affected by what is in the waste stream. For this reason, toilet paper is the only foreign material permitted to be flushed into the toilets. Specifically, this means that you and your guests refrain from flushing or depositing the following products:

- Feminine hygiene products
- Biodegradable wipes or cloths
- Disposable diapers (*infant or adult*)
- Plastic products

LANDSCAPING

1. In general the Board of Directors is responsible for the landscaping and other maintenance items within the Common Areas of the Meadowbrook Ridge development. The Board may establish a Garden and Landscape Committee to help maintain the appearance and appeal of our development by providing recommendations. All maintenance and landscaping requests need to be directed to the Board of Directors by submitting such request in writing to the managing agent's office.
2. All unit owners wanting additional work or maintenance items performed or having issues with existing maintenance and landscaping issues should direct those requests in writing to the managing agent's office. No unit owner should make any oral requests to the maintenance contractors and their staff as they are prohibited from performing any work orders without prior authorization from the managing agent's office.
3. No landscaping, including the planting of shrubs or trees, by owners on Common Areas, is permitted without Board approval. However annual and perennial flowers may be planted and maintained by owners around their units provided they do not interfere with lawn cuttings.
4. No unit owner shall cut, damage, remove or injure any existing tree, shrub, or other landscaping located in the Common Areas without prior approval of the Board. However limited pruning of shrubs is permitted in the immediate area surrounding each owner's unit. The Association is responsible for the replacement of dead or damaged shrubs in the shrub beds at the front of units. Any extended or additional shrub beds that have been put in by an owner, are the responsibility of the current owner to maintain.

SAFETY, SECURITY and PRIVACY

- Bicycles are considered vehicles when ridden on streets and riders must obey all traffic signs and rules. Pedestrians must be given the right of way. Lights and reflectors should be used from sunset to sunrise.
- When walking on Common and Limited Common land, please respect unit owners privacy and do not walk in close proximity to unit windows.
- Garage doors should be closed for the night and also closed when away from your home for an extended period of time during the day.

SALES AND LEASING

1. In keeping with the interest of developing a stable residential community and preventing a motel-like atmosphere, no unit owner shall be allowed to rent out a portion of any residence for a period of less than one year, and any such rental must be accompanied by a lease agreement. All lessees must be a natural person. No subleasing or assignment of lease rights is permitted. A Single Family unit owner may lease only his entire Single Family Unit. The unit owner must register the tenants and the lease with the Board. Violation of this paragraph may be enjoined by an action instituted by the Board in any court having jurisdiction of this cause.

2. All leases must be in writing and contain a provision that the Lessee or Tenant has received a copy of the Governing Documents, and these Rules, and agrees to comply with them. Such provision will not relieve the unit owner of any responsibility should the Lessee or Tenant violate any of these Rules. Should the Lessee violate any Rule, the Board may assess a fine against the unit owner of \$100.00 per day for each Rule violation in addition to all other remedies available by law.
3. Any failure by the Lessee or Tenant under any lease agreement to comply with the Governing Documents or Rules shall be deemed a material default breach of the Lease Agreement and thus cause for termination of said agreement.