# RULES AND REGULATIONS

## Spring 2021

454 Post Road, Wells, ME 04090
207-641-0991
www.cottagesatsummervillage.com

*Page left intentionally blank for double-sided printing*

## Contents


**I. RULES & REGULATIONS** ..... 1

ADIRONDACK CHAIRS ..... 1

APPROVED ITEMS LIST ..... 1

BIKES & RACKS ..... 1

BIRD FEEDERS ..... 2

CAR (ELECTRIC) CHARGING: ..... 2

DOOR LOCKS / LOCKBOXES ..... 2

DRONES ..... 2

FIREWORKS ..... 2

GARDENS ..... 2

GRILL LOCATION / PADS ..... 3

HAMMOCKS ..... 3

HOUSE SIGNS / FOR SALE SIGNS ..... 4

House Sign ..... 4

For Sale Sign ..... 4

LIGHT FIXTURES - EXTERIOR ..... 4

NOISE CONTROL ..... 4

OFFENSIVE LANGUAGE/COMMUNICATIONS ..... 4

OWNER/GUEST BEHAVIOR ..... 4

PICNIC/FOLDING TABLES ..... 5

SPEED LIMIT AND TRAFFIC FLOW ..... 5

SMOKING ..... 5

SKITCHING ..... 5

STORAGE OF PERSONAL ITEMS ..... 6

TOWELS ..... 6

TRASH ..... 6

UMBRELLAS ..... 6

UTILITIES ..... 7

Water Box and Irrigation Supply ..... 7

Water ..... 7

Wastewater ..... 7

*II. COMMUNITY POLICIES* ..... 8
AIR CONDITIONING: CENTRAL AIR / DUCTLESS MINI-SPLITS / HEAT PUMP SYSTEM ..... 8
COTTAGE EXTERIORS ..... 9
DECKING ..... 9
FIRE PITS ..... 9
FLAGS ..... 9
GROUND COVER ..... 9
PERSONAL BELONGINGS ..... 10
PROJECT PERMITS / VENDOR INSURANCE ..... 10
STORAGE FENCES ..... 10
STORM DOORS ..... 11
TREES ..... 11
VOLUNTEERS ..... 11
*III. VIOLATION OF RULES / COMMUNITY POLICIES & ASSOCIATED FINES* ..... 12
OWNER FINES ..... 12
RENTER FINES ..... 12
ADDENDUM "A" ..... 13
Approved Items for Owners at Summer Village 2020 ..... 13
**ADDENDUM "B"** ..... 17
Project Permit Procedure ..... 17
Project Permit Request Form – for Interior/Exterior Work ..... 19
WAIVER OF LIABILITY FORM ..... 21
ADDENDUM "C" ..... 23
Tree Replacement Policy ..... 23
Tree Replacement Request Form ..... 25
**ADDENDUM "D"** ..... 26
AC/Mini-Splits and Central AC/Heat Pump System Procedure ..... 26
Project Permit Request Form ..... 28
WAIVER OF LIABILITY FORM ..... 30

**Purpose:** As owners at Summer Village, we should have pride in our community and all that it offers. Maintenance and upkeep of the grounds, cottages and public areas are key to ensuring this occurs. These Rules and Regulations are to assist us in maintaining our property to the high standards expected. It takes all of us to ensure we have the pristine and safe environment we all share. Thank you for helping to make Summer Village a top seasonal resort!

The Building & Grounds Committee and Rules Committee will conduct ongoing routine checks of the property and cottages to determine if there are any issues. If a cottage is found to be in violation, Owners will be notified in writing of the violation and will have two weeks (or a timeframe deemed necessary by the Board of Directors) to resolve the issues. Should owners have a question on any of these guidelines, please contact the General Manager and your question will be forwarded to the appropriate Committee Chair.

## I. RULES & REGULATIONS

### Failure to adhere to these Rules and Regulations will result in a warning, fine or assessment.

***ADIRONDACK CHAIRS***

Up to six Adirondack chairs (wood or plastic) with side tables and footrests are permitted. Chairs must be stacked and left on decks on lawn mowing days.

***APPROVED ITEMS LIST***

The Summer Village Approved Items List is attached as Addendum A.

***BIKES & RACKS***

All bikes must be stored overnight on a community bike rack or on a bike rack purchased by Owner and installed at their cottage. If bikes are not in use for a short amount of time during the day or early evening, they should not be left lying down on the grass.

Community bike racks are located throughout the property. If you choose to purchase a bike rack for your cottage, the following guidelines must be adhered to:

- The only Summer Village approved bike rack is a Swagman and can be purchased through Amazon. See Approved Items List attached as Addendum A.
- Building & Grounds Committee must approve location of bike rack.
- Bike rack must be placed within the 6-foot perimeter area on the least visible side of the cottage.
- Area must be dug out for the full length of the rack and bikes, and mulched or graveled to avoid grass growing up through the rack and bikes.
- Bike covers are preferred. No tarps are allowed.

Maine State Law requires that bicyclists under age 16 wear bike helmets.

It is required that owners who rent (both Association and Independent) purchase a bike rack for their cottage. Independent rental owners shall be responsible to make rules known to renters.

***BIRD FEEDERS***

Bird feeders are not allowed to be hung in or on trees. A bird feeder may be hung on a shepherd's hook within your 6' perimeter garden.

***CAR (ELECTRIC) CHARGING:***

The charging of electric vehicles by any means at your cottage or at a public or common area of Summer Village is prohibited.

***DOOR LOCKS / LOCKBOXES***

All door locks must be keyed to the Summer Village master key. If it is determined that a cottage lock has been changed and not keyed to the master, Summer Village will notify the Owner and shall arrange to have the lock rekeyed to the master by a locksmith. The cost will be charged to the Owner's account and Owner shall be responsible for payment of same.

Electronic key locks are not permitted.

Lockboxes attached to houses or hung on doorknobs are not permitted.

Temporary realtor lockboxes hung on front doorknobs are permitted during the time a cottage is for sale with Board of Director's approval.

***DRONES***

Drones are not permitted anywhere on Summer Village property.

***FIREWORKS***

Fireworks are not permitted anywhere on Summer Village property.

***GARDENS***

Owners may plant a garden in the six-foot perimeter around their cottage under the following guidelines:

- Per Town of Wells Ordinance, at least 50% of your perimeter garden must be "green", meaning that at least half of the area must be plantings.
- Bushes, plants and flowers cannot exceed 3 feet in height at the time of planting and must never exceed the height of the top of the porch window line.
- Plantings must not obstruct sprinkler heads.

- Gardens must be trimmed and maintained throughout the season by the Owner to keep bushes, plants and flowers from becoming unwieldy and overgrown.
- Recommended garden edging is either black or green rolled vinyl edging, no higher than 2-inches.
- Perennials must be cut down at the end of each season.
- It is strongly recommended that a crushed stone or mulched area under the drip edge of the roof be installed/maintained around the perimeter of the cottage where there is no garden.
- A maximum of six decorative items (28" max height) are permitted in the garden. One shepherd's hook OR one six-foot decorative item is allowed as part of the six items.
- A maximum of 8 solar lights (low profile) are also permitted in the six-foot perimeter garden area. No low voltage electric lights are acceptable.
- One granite post is permitted, no more than eight inches square on cross-section.
- Any flower/garden or tree trimmings waste must be deposited at the rear of the property in the wooded area beyond the overflow parking lot.
- No trees allowed in the gardening area.

Should your 6' perimeter garden plan follow all of the above guidelines, owners do not need to present a plan for approval. Any questions or exceptions to the above guidelines must be submitted to the Buildings & Grounds Committee for approval prior to any planting being undertaken.

a. Building & Grounds Committee will take all steps necessary to have a two-week turnaround on all plan approvals.

b. Owners are not authorized to remove any common area ground elements (outside the 6-foot perimeter of the cottage) such as trees, bushes, etc. unless written approval from the Building & Grounds Committee has been given. Common elements are owned by the Association and removal will result in a fine.

***GRILL LOCATION / PADS***

Cement grill pads are provided for the placement of an outdoor grill (limit 1 per cottage). The pads can be moved for the owner's convenience but must be placed at least 18-inches from the side of the cottage and must remain within the six-foot privacy zone around the cottage.

***HAMMOCKS***

The use of hammocks is permitted so long as they are free-standing and are stored after dusk either in your cottage, inside a storage fence or in your vehicle. Hammocks and stands must be removed on mowing days. In no event shall hammocks and stands be left outdoors overnight.

## ***HOUSE SIGNS / FOR SALE SIGNS***

House Sign

A Project Permit Request must be completed for the addition of a sign to your cottage. Please complete and submit your request to the General Manager, who will then forward such request to the Building & Grounds Committee.

Sign restrictions are as follows:

- One sign attached to the cottage for the purpose of identifying or naming the cottage, is allowed, and must follow the guidelines listed below:
    - Size – not to exceed 180 square inches total.
    - Color – To be consistent with the colors and theme of the Village.
    - Material – Wood or composite
    - Placement – Under the exterior light on the porch. The sign must be hung with stainless steel screws to avoid rust damage to the exterior of the cottage.

For Sale Sign

The only "FOR SALE" sign allowed is a Summer Village sign, which is available at the Front Desk and may be displayed in a window.

## ***LIGHT FIXTURES - EXTERIOR***

Please see Approved Items List attached as Addendum A for the Summer Village-approved light fixtures. A Project Permit Form must be completed and submitted to the General Manager prior to purchasing and installing such a light fixture. It is recommended that you install the approved exterior light sensor when replacing the fixture to help conserve energy.

## ***NOISE CONTROL***

Summer Village quiet hours are 10:00 pm to 8:00 am. If you have a noise control complaint after 10:00 pm, call 207-450-9022.

## ***OFFENSIVE LANGUAGE/COMMUNICATIONS***

Abusive or foul language, whether in person, via phone call or email, directed by an Owner to another owner, guest, visitor or employee of Summer Village, will not be tolerated. Any fighting or any other type of inappropriate behavior that is either disrespectful or detrimental to the welfare and enjoyment of other owners, guests, visitors or employees of Summer Village will not be tolerated and will result in an automatic $250 fine.

## ***OWNER/GUEST BEHAVIOR***

Any Owner or Family/Guest of Owner who willfully or neglectfully causes damage to Summer Village property will be held responsible for repairs. If an Owner's family

member or Guest of Owner causes such damage, the Owner shall be held responsible for the cost of required repairs.

***PICNIC/FOLDING TABLES***

The use of portable picnic tables and folding tables are allowed in the cottage yard so long as they are removed before dusk and stored in your cottage, inside a storage fence or in your vehicle. Picnic tables must be removed on lawn mowing days.

***SPEED LIMIT AND TRAFFIC FLOW***

- 15 mph on the paved loop road around the Village only.
- 5 mph on all crossroads
- 5 mph near all pools and playgrounds. Please note the one-way directional signage.
- ALL gravel roads are one-way going from the paved in-bound road towards the out-bound road.
- The two gravel road circles in the 100's and 200's are one-way going from the paved in-bound road towards the out-bound road. When entering either of the circles from the paved in-bound road, you must either go to the right or left at the beginning of the circle. You cannot drive around the entire circle.

The rules of the road apply on Summer Village property, including but not limited to stop / one way / speed limit signage. Drivers must have a current driver's license. No cell phone usage while driving.

***SMOKING***

No smoking of any nature including, but not limited to vaping, electric cigarettes, cigars, is allowed in rental cottages or in any of the "public areas" of Summer Village, to be construed as Barn, Fitness Center, Game Room, inside any of the fenced Pool areas, gazebo, at picnic tables under pavilion roof, playgrounds or any of the sports courts (shuffleboard, bocce, basketball, tennis, pickleball, baseball, volleyball, soccer, mini golf).

Recreational marijuana, in any form, is prohibited in the public areas of Summer Village as referenced above.

The use of illegal drugs is strictly prohibited.

Owners and their guests are encouraged to use courtesy and respect for other owners and guests when smoking in their yards, on their walkways, when walking down a street or in any other common area ("common area" not to be misconstrued as "public areas" listed above).

***SKITCHING***

Skitching is prohibited on Summer Village grounds. Skitching is the act of hitching a ride by holding onto a motor vehicle while riding a skateboard, roller blades or bicycle.

***STORAGE OF PERSONAL ITEMS***

All personal items must be stored either in an enclosed storage fence at the cottage or inside the cottage.

Except for Adirondack chairs, no items may remain on the lawn or walkway overnight.

***TOWELS***

Beach towels or beach blankets on Adirondack chairs must be brought into cottages at dusk. Articles of clothing such as bathing suits or cover-ups may not be dried outdoors at any time. Drying racks are not permitted outdoors at any time. No towels are to be hung on tree branches or any other areas of the yards to dry.

***TRASH***

The area by the compactor is NOT to be used as a drop off for furniture, grills, appliances or any other items that are not household trash and do not fit in the compactor. Owners will be charged a $100 fine, plus removal costs, for items left at the compactor. Anyone caught dumping trash or any other large items in the overflow lot will be fined up to $500.

Exterior trash barrels or trash are not to be stored around the cottage including, but not limited to, walkways or gardening areas.

***UMBRELLAS***

Owners are allowed one umbrella and one base in the cottage yard and subject to the following guidelines:

- Only the Summer Village approved umbrella and umbrella base included on the Approved Items List attached as Addendum A will be allowed.
- Renters are not allowed to use an owner's umbrella. Use by someone other than the cottage owner will result in a fine to the cottage owner.
- When an umbrella is not in use or unattended, they must be in the down position.
- Umbrellas must be removed each evening by dusk and stored in your storage fence, in your cottage or car.
- Umbrella bases must be removed each evening by dusk and may be stored within the six-foot perimeter around the cottage.
- Umbrellas are not to be used during rainstorms or windy days.
- Improper use or storage of the umbrella and base will be subject to a fine.
- Umbrellas must not encroach on other cottage yards.

***UTILITIES***

Water Box and Irrigation Supply

Owners, renters, visitors and guests are not permitted to tamper with water shut-off valves or connect a hose to the water run-off valves located in any irrigation supply or water box supply (as shown below).

Water

The use of any hose, pipe, or other object designed to carry water that is attached to a spigot, faucet, pump or water source from inside the house or connected to a spigot or faucet outside the house is prohibited. **This violation will incur a written warning for immediate cease and desist followed by a $500 fine for each violation thereafter.**

Wastewater

The use of grey or black wastewater (includes water from bathtubs, sinks, toilets, dishwashers and washing machines) for any use in Summer Village is prohibited and will incur a $1000 fine in addition to any local or State fines imposed. *

****As of August 8, 2020, the use of grey or black wastewater is a violation of Maine Department of Environmental Protection Rules. Penalties for violations of the Uniform Plumbing Code are up to $2500.00 a day per violation. The State Department of Environmental Protection also has monetary penalties for violations of their rules.***

## *II. COMMUNITY POLICIES*

***AIR CONDITIONING: CENTRAL AIR / DUCTLESS MINI-SPLITS / HEAT PUMP SYSTEM***

The installation of central air, ductless mini-splits, or a heat pump system is permitted so long as the units meet the requirements as stated in Addendum D attached. A Project Permit Request form, also attached as Addendum D, must be filed with the General Manager, who will then forward it to the Building & Grounds Committee for approval of the location of the condenser.

With central air installations, the cement pad under your grill may have to be moved and used for installation of the condenser as a second cement pad may not be installed at your cottage as it could exceed Town of Wells' ground coverage ordinances.

Ductless mini-split installations will only be approved if the Provider is able to install them without the addition of any piping or ductwork on the exterior of the cottage.

The present wall air conditioner must be removed. Owners have three options for removal:

a. Remove the air conditioner and the window and replace it with a full-size window that matches the other living room window (specs for an approved living room window can be obtained from the GM); or,

b. Remove the air conditioner only and construct an insert of Azek and trim to match the window (as shown in the picture below).

c. Remove the air conditioner, board up the hole and install clapboards over this area.

Only one of the approved air conditioning systems may be installed as listed in Addendum "A" Approved Items for Owners at Summer Village 2021.

***COTTAGE EXTERIORS***

The exterior of all cottages must be maintained in accordance with the Summer Village bylaws, e.g., gardening supplies, beach chairs, kayaks, paddleboards, tarps, storage containers, coolers, etc. must not be stored outside or on the exterior of the cottage. These items may be stored inside an approved storage fence or in the racks at the rear of the Village.

***DECKING***

Any decking being replaced can be constructed of composite materials such as Trex, Azec or any other manufacturer composite materials. All deck replacements must not exceed the ***current square footage*** of the existing deck; however, you may choose to go smaller. One piece granite slabs are acceptable for your deck; however, they must be approved prior by building and grounds.

A Project Permit Request form must be completed and submitted to Building and Grounds prior to having any work completed on your deck. All costs incurred for replacing decks are the responsibility of the owner. All deck related materials and old decks should be disposed of by the owner or contractor. Deck trash should not be disposed of in the Summer Village dumpster.

Note - Under no circumstance should any deck ***exceed 30 sq. feet.***

***FIRE PITS***

Fire pits of any kind are not permitted.

***FLAGS***

An American flag may be flown at all times. Hardware for mounting flags must be installed in the wood trim of the cottage (not the siding). Stainless steel screws must be used to install the bracket.

***GROUND COVER***

A Town of Wells Ordinance restricts the square footage of property that can be covered within the complex. Your cottage, your walkway and the cement pad at your cottage are all considered as square footage coverage. Summer Village is at the maximum amount of ground coverage based on these elements.

The addition of pavers, steppingstones, crushed stone walkways or any type of storage containers being placed on the ground would each cause Summer Village to exceed the

ground coverage allowable by the Town of Wells. All these items, therefore, would be in violation of the Wells Ordinance and are not permitted, other than crushed stone that may be installed under the roof drip line around the perimeter of the cottage as referenced in "Gardens".

Mulch is allowable for use within the six-foot area surrounding the cottage, as well as around trees.

A crushed stone drip edge is allowable around a cottage under the roofline drip edge as referenced in "Gardens". The crushed stone cannot extend beyond the drip edge roofline. No stone is allowed beyond that point.

***PERSONAL BELONGINGS***

The Summer Village Condominium Association is not responsible for loss, theft or damage to personal belongings of an Owner.

***PROJECT PERMITS / VENDOR INSURANCE***

For all work that is intended to change the interior/exterior of a cottage from its "as built" condition, the Owner must complete a Project Permit Request Form, a paper copy of which is available from the Front Desk or from the General Manager. The procedure and forms are attached as Addendum's "B" and "D".

***STORAGE FENCES***

Storage fences are intended to keep the property looking neat and tidy. Owners may have an approved 3' X 6' individual white storage fence installed at their cottage and must contact the General Manager to sign up for installation. Installations generally occur in the spring and fall, assuming that there are at least five owners who would like to have fences installed. The cost is to be paid prior to ordering the fence. Fence guidelines are as follows:

- Owners are not permitted to contract directly with a service provider of their own choosing for the installation of a storage fence.
- The only size storage fence that is approved by Summer Village is a 3'X6' fence.
- Owner is responsible for all costs, injuries, liabilities, or fines resulting from the installation of the storage fence.
- Items stored shall not exceed the height of the fence and the gate must remain closed.

Kayaks, paddleboards and surfboards must be stored in the racks in the overflow parking lot.

The General Manager will send an email to the community during the winter and late summer to determine which owners would like a storage fence installed. Contracts for such installations will be emailed upon request. All requests for fences will be forwarded

to the Building & Grounds Committee who will then visit each cottage to determine permissible locations.

***STORM DOORS***

A storm door on a cottage will decrease the moisture that might cause swelling and/or damage to your threshold. Refer to the Approved Items List (Addendum A) for the only storm door which may be installed. A Project Permit Form must be completed and submitted to the General Manager prior to installing a door.

***TREES***

If Summer Village removes a tree from the area surrounding an Owner's cottage, the Owner shall have the right to purchase and plant another tree in its place, if they desire, at their own expense, so long as they have received approval from the neighbor and so long as the replacement tree is planted within 2 feet of the original tree location. See Tree Replacement Policy and form attached as Addendum "C".

***VOLUNTEERS***

Summer Village appreciates volunteerism in many aspects of the operation of the resort. In accordance with the requirements of our insurer, volunteering must occur only with advance notice to and with the authorization of the General Manager or his/her designee.

***Remainder of page intentionally left blank***

## *III. VIOLATION OF RULES / COMMUNITY POLICIES & ASSOCIATED FINES*

***OWNER FINES***

**Unless otherwise specified in this Handbook**, any violation or infraction of any of the guidelines set forth herein will be subject to fine(s). Each successive two weeks, or as otherwise set by the Board, that the issue is not fixed the fine escalates and compounds to the next level.

1. A written warning will be issued to an owner via email when a violation occurs.

2. A $100 fine will be assessed against the owner if the provisions in paragraph 1 above are not remedied within the allotted time period.

3. A $200 fine will be assessed for a recurring violation related to the same issue.

4. A $300 fine will be assessed for a third offense of any issue.

5. A $500 fine will be assessed if renters smoke inside a cottage.

6. Renting without a contract: Any owner caught renting without a signed contract in place will be subject to a $500 fine plus any applicable fees including but not limited to check-in fee, unconfirmed rental arrival fee and an Independent Contract fee.

In reference to the Fines Policy above, owners shall have the right, at any time, to appeal such fines/decisions by requesting a meeting with the Board of Directors.

***RENTER FINES***

All renters shall be given a written warning for a rule violation. If the problem is either not corrected or repeated during their stay, a $50.00 fine will be assessed against an Association renter's security deposit. If the renter has rented through an independent rental owner, since we have no credit card on file for these renters, the owner's account will be charged the fine. It is the responsibility of independent rental owners to make their renters aware of all the Summer Village Rules & Regulations.

# ADDENDUM "A"

## *Approved Items for Owners at Summer Village 2020*

| | |
|---|---|
| ***Air Conditioning Units (wall)**** | Currently we have (2) models of wall air conditioners, Fridgidare and GE, which fit into a permanently mounted wall sleeve. Any replacement wall AC's must fit into the existing wall sleeve. AC units are 12,000 BTU's. The existing wall sleeve will accommodate up to a 14,000 BTU AC unit.<br><br>**Note:** We are currently searching for replacement AC's and local retail outlets that can supply them. Owners should check with GM prior to making any purchases of new AC's. |
| ***Air Conditioning Units (Mini Split Ductless/Central AC/Heat Pump System)**** | Mitsubishi and Daikin mini-split ductless air conditioning/heat pump and central AC/heat pump systems are allowed.<br><br>Pricing and manufacture's warranties vary. Owners shall meet with the vendor of their choice to determine the desired system that meets their needs. All vendors must meet the Summer Village requirements for vendors. However, Summer Village recommends the two service providers noted below:<br><br>*Daikin Units*<br>*True Comfort, Alfred, ME*<br>*Jeremy Desrochers, Owner*<br>*207-651-9474*<br><br>*Dave's World*<br>*Adrian Bouchard*<br>*207-717-9398*<br>*www.davesworld.com* |

**Only one of the approved air conditioning systems may be installed as listed in this list of Approved Items for Owners at Summer Village 2021.*

***Bathroom Window (over tub)***

Any cottage owner wishing to add a window above the tub in the bathroom must use the approved window: ***Anderson A251 Series with middle grid.*** The Anderson A251 series is vinyl wrapped on the outside. We recommend ordering the composite jambs for the inside which are waterproof.

This window can be ordered thru Home Depot – Millworks Dept, or through any authorized Anderson Dealer. Prior to placing your order, please request a copy of the window details from the General Manager to ensure you have all the correct details.

***Bike Rack***

Swagman Park City 6-Bike rack www.Amazon.com

***Door Locks***

Schlage Plymouth Bright Bass Single-Cylinder Deadbolt Keyed Entry Doorknob Combo Pack
Model – B50N V PLY 505 605

***Gutters***

Plastmo Gutters; Model: Class Half round
Available at Eldredge Lumber, York, ME
www.eldredgelumber.com or on-line at www.plastmo.com

***Individual White Storage Fence***

This must be coordinated with the General Manager. Installations are generally done in the spring or fall.

***Exterior Front Door Light (White)***

Trans Globe Lighting www.tglighting.com
Model #44835 WH, 1 Light Pocket Lantern (White)

See list of Recommended Service Providers to select an electrician for installation.

***Exterior Light Sensor***

*LANTERN 180 SENSOR 500W 120V WHITE*
*Item #RAB SL500 – Smart Lantern 180 www.amazon.com*

***Storm Door***

Anderson 2500 Series – Full view, brass handle hardware, in white aluminum, clear glass. Features a self-storing slide away screen.

Model # 208354 Size: 36” x 80”

Anderson 3000 Series – Full view, in white aluminum, clear glass. Features a self- storing slide away screen.

Model - 975544 Size 36” x 80”

Brass handle sold separately.
Model – 974818

The Anderson 3000 Series is a higher quality gauge Aluminum and higher quality hardware. This series must also be purchased as “Left-Handed” or “Right-Handed”. (Example: “Left-Handed” means that the doorknob will be located on

the left side of the door, so the door opens to the right. Right-handed is the opposite.)

The Andersen 2500 Series is a lesser quality gauge Aluminum and while it comes complete with the handle, the door is sold as a slab, which means that it can be for left-handed or right-handed doors. This requires more work during installation, as the hinges must be placed on the correct side of the door.

Anderson Series doors can be purchased at Home Depot.

***Umbrella***

Umbrella – 9 ft. Fade Resistant Aluminum Market Auto Tilt Patio Umbrella in Navy Blue by Sunnydaze Decor
*Model #JLP-693 Internet #308672798*

*https://www.homedepot.com/p/Sunnydaze-Decor-9-ft-Fade-Resistant-Aluminum-Market-Auto-Tilt-Patio-Umbrella-in-Navy-Blue-JLP-693/308672798*

Base – Emanuel 62.5 lbs. Granite and Stainless-Steel Patio Umbrella Base in Natural Grey by Noble House
*Model #11680 Internet #306922348*

*https://www.homedepot.com/p/Noble-House-Emanuel-62-5-lbs-Granite-and-Stainless-Steel-Patio-Umbrella-Base-in-Natural-Grey-11680/306922348*

# ADDENDUM "B"

## *Project Permit Procedure*
## Effective June 2020 (Revised March 1, 2021)

For all work that is intended to change the interior/exterior of a cottage from its "as built" condition, the Owner must complete the attached Project Permit Request Form, following the procedure listed below:

1. Structural work or improvements to a cottage means any work that changes the interior or exterior of the cottage from "as built" condition. Structural work or improvements includes, but is not limited to, replacing interior flooring, altering ceiling or stairs, cabinets, counters, walls, front walkways, exterior wood replacement, window replacement, exterior painting and other similar projects that change the cottage from the way it was built.

   (Note: A project permit does not need to be completed for interior painting.)

2. You should complete the Project Permit Request Form at least two weeks in advance of the date that you anticipate the work to begin at your cottage.

3. If you intend to perform the work described on the Project Permit Request Form on your own or if the family member, friend or relative performing the work or helping you to perform the work is not being paid for such work, then you must sign the attached Waiver of Liability Form and return it with the Project Permit Request.

4. If you intend to hire your own contractor or insured-individual to perform the work described in the Project Permit Request, please be sure to attach copies of that company's or individual's Certificate(s) of Insurance which names Summer Village Condo Association as an additional insured to your Project Permit Request unless such evidence of insurance is already on file with Summer Village.

5. Hand deliver the completed Project Permit Request Form and attachments noted in #3 and #4 above, if any, to the General Manager or scan/email the form to the General Manager. The General Manager will then determine if the information on the Permit Request is complete and if the necessary insurance certificates have been filed.

6. Barring an application for a project that does not comply with the Summer Village Condominium Documents/Bylaws or Town of Wells Ordinances (e.g., adding a room onto your cottage, altering the exterior of the cottage, etc.), so long as the required insurance information has been provided with the Permit or is already on file with Summer Village, then the Project Permit will be signed by the Board of Directors and a copy returned to the Owner within one week.

7. Post the approved Project Permit Request in your sunroom window prior to the start of work.

8. Once the work has been completed, notify the General Manager so that an inspection (if any) can be scheduled. Any exterior work must be inspected upon completion by Building & Grounds Committee or the Board of Directors.

9. The General Manager will notify the Owner once an inspection date has been scheduled and will communicate the results of such inspection to the Owner once complete.

10. Failure to comply with the above process can result in a $500.00 fine and a return to "as built" condition.

11. If a Town of Wells, Maine building permit is required the Board of Directors must apply for the building permit with the cottage owner.

12. Owners who perform work via a contractor during the off-season (November 1st – April 30th) and require the use of electricity:

    Power may be turned on at the shed which services a cottage if an Owner submits a written request via email. The Owner will be responsible for all costs that the Association may incur by turning on such power. Please note that one meter services multiple cottages. Summer Village will make every effort to confirm that additional cottages do not have power prior to turning on the meter but will not be responsible should another owner turn the power on at their cottage.

13. Contractor's hours during the off-season are Monday thru Friday, 8:00am – 5:00PM.

*SUMMER VILLAGE CONDO ASSOCIATION*

***Project Permit Request Form – for Interior/Exterior Work***

Cottage #: _____ Name(s): _____

Date: _____ Phone: _____

**PROJECT DESCRIPTION:**

_____ Exterior Paint
_____ Exterior Wood Rot Replacement
_____ Roof, Door, Window(s) Walkway– (please circle one)
_____ Interior – please describe (use reverse if lengthy)
_____ Other – please describe (use reverse if lengthy) _____

_____

Who will be performing the work? _____

Is this person/company being paid to perform the work: YES / NO (circle one)

What date do you anticipate having the work begin? _____

Will you require electricity in the off season? YES / NO (Circle one). Charges will apply. See Project Permit Procedure (Item 12) above.

**If you are not paying anyone or any company to perform the work described above, a Waiver of Liability Form must be signed and submitted with this Application.**

Evidence of liability insurance must be provided if an individual will be performing the work and being paid for it. Please attach a copy of Certificate of Liability Insurance naming Summer Village Condo Assn as an additional insured unless the individual has already provided it to SV. Evidence of workers comp and liability insurance must be provided if a company will be performing the work and being paid for it. Please attach a copy of Certificates of Insurance naming Summer Village Condo Association as an additional insured unless the company has already provided to Sumer Village.

APPROVAL OF WORK GRANTED BY:

_____ Date: _____
Building & Grounds

_____ Date: _____
Board of Directors – Position

*SUMMER VILLAGE CONDO ASSOCIATION*

***Project Permit Completion Form – for Interior/Exterior Work***

To be completed by Summer Village

Date of Completion: _____

Inspection of exterior work date: _____

Inspected by: _____

Approved by: _____

Reason for withholding approval / additional work needed: _____

_____

_____

Notified homeowner (date): _____

Re-inspection date: _____

Inspected by: _____

Approved by: _____

Project Permit Expires: _____

Town of Wells, Maine Building Permit Required: YES / NO (circle one)

# *SUMMER VILLAGE CONDO ASSOCIATION*

## ***WAIVER OF LIABILITY FORM***

IN CONSIDERATION of being permitted to maintain my cottage according to the attached Project Permit Request Form, I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the project described on the attached Project Permit Request and that I am qualified, in good health, and in proper physical condition to participate in such project. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the project.

2. FURTHER UNDERSTANDING that: (a) THIS PROJECT INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Project, the conditions in which the Project takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Project.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE The Cottages at Summer Village ("the Association"), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Project is conducted, (each of the foregoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney's fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

***Remainder of page intentionally left blank***

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed name of Participant: _____

Participant's Signature: _____

Address: _____
(Street) (City) (State) (Zip)

Phone: _____ Date: _____ Cottage #: _____

Witness: _____ Date: _____

# ADDENDUM "C"

## ***Tree Replacement Policy***

Effective 6/2019 (Revised March 1, 2021)

If Summer Village has removed a tree from the area surrounding an Owner's cottage and Owner requests that a tree be planted in its place at Summer Village's expense, then Summer Village shall take the following criteria into account when determining whether or not Summer Village shall be responsible for the costs of the replacement tree:

(1) Was the removed tree the only tree in Owner's yard (other than woods that may be located at the perimeter of the yard?

(2) Did the removed tree provide privacy between the Owner's cottage and a neighboring cottage or provide privacy from the street?

(3) Did the removed tree provide the only shaded area in which to sit outdoors in the yard?

(4) Did the removed tree provide the only shade to a portion of the cottage?

In the event that the removed tree meets any of the above criteria, Summer Village shall work with the Owner to select a tree from the list below and arrange for the purchase, delivery and planting of the tree at the earliest possible time.

In the event that Summer Village determines that the tree removed does <u>not</u> meet any of the above criteria, then Owner shall have the right to purchase and plant a tree, at their own expense, so long as they have received approval from the neighbor and so long as the replacement tree is planted within 2 feet of the original tree location. In such event, the Owner shall be responsible for calling Dig Safe/Dig Smart, shall bear the cost of the tree purchase and planting, and shall be responsible for the initial watering of the tree after planting. Upon planting the tree, it shall become the property of Summer Village and Summer Village shall be responsible for trimming the tree along with all other community trees.

The only trees that may be planted are:

- October Glory (maple)
- Red Sunset (maple)
- Norway Maple
- Crimson King Maple
- River Birch
- Sugar Maple
- Red Maple

If the Owner is to be responsible for purchasing and planting the replacement tree, then the Owner must adhere to the following procedure:

1. Owner selects tree from list above.

2. Owner must receive approval from neighbor if the tree to be planted is located between Owner's cottage and neighbor's cottage.

3. Owner completes a Tree Replacement Request Form, noting the tree selected, the neighbor's name that has authorized the replacement tree and the location at which the tree will be planted, and submits it to the General Manager who will then forward to the Buildings & Grounds Chair.

4. Building & Grounds Chair shall approve the Tree Replacement Request Form if all information mentioned in #3 above has been provided and shall visit the cottage to determine/approve tree location.

5. Owner may then purchase and plant the selected tree.

6. Owner shall be responsible for hand watering the tree. Summer Village will not be responsible for watering the tree nor mulching/weeding around the tree.

7. The tree becomes the property of Summer Village after Owner has planted it.

8. Summer Village shall be responsible for trimming the tree, along with all other community trees during its normal course of business.

*SUMMER VILLAGE CONDO ASSOCIATION*

***Tree Replacement Request Form***

Cottage #_____ Name(s): _____

Date: _____ Phone: _____

**TREE SELECTION:**

____ Red Sunset Maple

____ Crimson King Maple

____ Red Maple

____ River Birch

____ Norway Maple

____ Sugar Maple

____ October Glory Maple

Neighbor (if any) that has approved tree replacement:

_____

Name Cottage #

Location of tree: _____

APPROVAL OF WORK GRANTED BY:

_____

Building and Grounds Chair Date:

APPROVAL OF WORK GRANTED BY:

_____

Board of Director – Position Date:

# ADDENDUM "D"

## ***AC/Mini-Splits and Central AC/Heat Pump System****
## ***Procedure* and Project Permit***
## Effective May 2019 (Revised March 1, 2021)

## *These procedures are in addition to the procedures noted in Addendum "B".

(1) Summer Village will authorize the installation of air conditioning/heat pumps in cottages that meet the following requirements:

(2) Owners shall meet with the vendor of their choice to determine the desired system that meets their needs. All vendors must meet the Summer Village requirements for vendors. However, Summer Village recommends choosing a vendor from those listed on the Recommended Vendor List.

(3) Mitsubishi and Daikin mini-split ductless air conditioning/heat pump and central AC/heat pump systems are allowable. *Wells Town Code does not allow porches to be heated; owners are expected to comply with all town codes. (see condo documents Article 4 section 4.3)

(4) A Project Permit Request Form must be completed and filed with the General Manager and work may not begin until such request has been approved. The form must designate where the condenser and exterior ductwork will be located and what the owners plan is to fill the area where the prior air conditioner was placed. (see #7)

(5) The condenser will be placed in an area that is negotiated with Buildings and Grounds and the General Manager and must be installed within the 6-foot privacy/gardening area. Condensers may be installed on the cottage siding with the bottom of the condenser level with the bottom of the cottage skirtboard. As an alternative, the condenser may be placed on a metal stand provided by the vendor. In no event shall Owner install an additional cement pad, pavers or additional hardscape on which to locate the condenser.

(6) Only one exterior duct cover per installation is allowable and it must run in a straight line from soffit to ground and must be constructed of a material that allows it to be painted. To the maximum extent possible external wiring/piping must be tucked under soffits so that it is not visible.

The painting of duct covers and piping is up to the discretion of the cottage Owner. If an owner chooses to paint the duct covers and piping, the color must be the same as the surface color in which it is placed.

(7) There are three options for dealing with removal of the present wall air conditioner.

a. Remove the air conditioner and the window and replace it with a full-size window that matches the other living room window (specs for an approved living room window can be obtained from the GM); or,

b. Remove the air conditioner only and construct an insert of Azek and trim to match the window (as shown in the picture below).

c. Remove the air conditioner, board up the hole and install clapboards over this area.

Each option will require the services of a carpenter to accomplish this task. All such work must be completed within 30 days of the installation of the mini-split ductless system or within the time frame set by Buildings and Grounds.

**SUMMER VILLAGE CONDO ASSOCIATION**

***Project Permit Request Form***

for AC/Mini-Split and Central AC/Heat Pump System*

Cottage #: _____ Name(s): _____

Date: _____ Phone: _____

**PROJECT DESCRIPTION: *Town code prevents the heating of the porches.**

_____Mini-Split Ductless System – AC Only OR AC/Heat (circle one)

_____ Central AC – AC only or AC/Heat (circle one)

_____ Removal of In-Wall Air Conditioner and installation of Azek "insert."

_____ Removal of In-Wall Air Conditioner and Window above & replace with standard living room window.

_____ Removal of In-Wall Air Conditioner and replace with clapboards.

Where is the condenser to be located? _____

_____

Who will be performing the work for AC? _____

Who will be performing electric work for AC? _____

Who will be performing carpentry work related to window or insert? Which option has been selected? (See procedure number 7 for acceptable options) _____

_____

_____

Are these persons/companies being paid to perform the work: YES NO (circle one)

Copy of COI (liability insurance) is required from each vendor.

What date do you anticipate having the work begin? _____

Will you require electricity in the off season? YES / NO (Circle one). Charges will apply. See Project Permit Procedure (Item 12) in Addendum "B".

**If you are not paying anyone or any company to perform the work described above, a Waiver of Liability Form must be signed and submitted with this Application.**

Evidence of liability insurance must be provided if an individual will be performing the work and being paid for it. Please attach a copy of Certificate of Liability Insurance naming Summer Village Condo Assn as an additional insured unless the individual has already provided it to SV. Evidence of workers comp and liability insurance must be provided if a company will be performing the work and being paid for it. Please attach a copy of Certificates of Insurance naming Summer Village Condo Assn as an additional insured unless the company has already provided to SV.

APPROVAL OF WORK GRANTED BY:

_____ _____

Buildings and Grounds Date

# SUMMER VILLAGE CONDO ASSOCIATION

## WAIVER OF LIABILITY FORM

IN CONSIDERATION of being permitted to maintain my cottage according to the attached Project Permit Request Form, I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the project described on the attached Project Permit Request and that I am qualified, in good health, and in proper physical condition to participate in such project. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the project.

2. FURTHER UNDERSTANDING that: (a) THIS PROJECT INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Project, the conditions in which the Project takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Project.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE The Cottages at Summer Village ("the Association"), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Project is conducted, (each of the foregoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed name of Owner: _____

Owner's Signature: _____

Address: _____
(street) (city) (state) (zip)

Phone: _____ Date: _____ Cottage #: _____

Witness: _____ Date: _____