

# FALLBROOK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS



May 18, 2020

Revised July 26, 2021

July 27, 2021

Dear Homeowner,

The Fallbrook Board of Directors recently approved some minor revisions in the Rules and Regulations.

First, we clarified the types of landscaping changes that require pre-approval by the Board of Directors. In the "Maintenance and Use" section, in #2 we added patios to the list of items requiring prior Board approval (page 2). In #4, we added patios, tree or shrub removal, and tree or shrub replacement in the paragraph that previously referenced only gardens (page 3). We created a new form to submit for landscaping change requests.

Second, we revised the deck expansion policy to also include deck replacement (page 8). The policy clarifies the circumstances under which the Association will replace decks and spells out Association practice if owners choose to replace wooden decks with composite at their own expense. As before, all new extended decks and replacement decks must be constructed of composite materials.

Third, we modified the unit exterior change form to include the signatures of abutting owners who have been consulted. The new landscape change request form also includes a section for abutter signatures. We added the unit exterior change form and landscape change form in a new Appendix B.

Please replace your copy of the previous rules and regulations with this new version.

Board of Directors

Ann Acheson (Unit 28), President

Peter Andrinias (Unit 27), Treasurer

Margaret Gilson (Unit 8), Secretary

Mark Holmes (Unit 7)

Roberta Zimmerman (Unit 12)

May 20, 2020

Dear Homeowner,

The Board of Directors determined that our Fallbrook Association Rules and Regulations should be revised and updated to reflect the current Amended and Restated Declaration approved at the annual meeting in June, 2019. To that end, the ad hoc committee listed below rewrote and/or reviewed the last revision of the Rules and Regulations dated 2017 in an effort to create a more concise and clear document.

These Rules and Regulations are an attempt to insure that we are all able to enjoy Fallbrook Condominiums in an equitable manner. They are for our benefit as they foster a well-run community. The Board is charged with the administration of the Association's affairs and it is their duty to interpret and enforce the Declaration, Bylaws, and Rules and Regulations of our Association. Feel free to contact any Board member for additional clarification or information.

Please take the time to review these Rules and Regulations and if you find that you happen to be in noncompliance, take steps to correct the issue.

Ad hoc committee: Ann Acheson (Unit 28), Susan Rowan (Unit 18), Barbara Tufts (Unit 6), Dick Welsh (Unit 13), Susan Welsh (Unit 5)

### **BOARD OF DIRECTORS**

President	Sue Howard, Unit 10
Secretary	Ann Acheson, Unit 28
Treasurer	Peter Andrinias, Unit 27
Member at Large	Barbara Tufts, Unit 6

# FALLBROOK CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

### DEFINITIONS

*Unit:* A “unit” is a part of the property designated for separate ownership or occupancy. The general upper, lower, and vertical boundaries of a unit are the undecorated, unfinished surfaces of the structure. (See Amended Declaration Article 3.1)

*Common elements:* The term “common elements” means the entire property other than units and includes the grounds, walkways, access roads, pump station, utility lines, pipes, and wires outside the units, roofs, exterior walls, and other components of the buildings. (See Amended Declaration Article 4.1)

*Limited common elements:* The term “limited common elements” means portions of the common elements whose use is reserved to one or more units, e.g., driveways, garages, porches, decks, exterior steps, interior attic areas above a unit. (See Amended Declaration Article 4.2)

### GENERAL:

1. There shall be no obstruction of the common elements or storage thereon. (See Amended Declaration Articles 7.7(d), 7.6(h))
2. *Renting:* Owners who lease their property must obtain a lease agreement signed by each adult tenant, along with a copy of the Rules and Regulations signed by each adult tenant acknowledging that they have read and will abide by them. A copy of these documents will be submitted to the Board of Directors/property manager, along with email, phone, and vehicle information for all tenants. Short-term rentals are not permitted. Leases must be for no less than one year. Leases for less than one year require prior written approval by the Board. (See Amended Declaration Article 7.9)
3. No unit owner will make or permit any loud or disturbing noises. An atmosphere of relative quiet will be maintained between the hours of 11 pm. and 8 am.
4. Outside gatherings at individual units will be limited to the immediate limited common area of the hosting unit and held in a controlled fashion.
5. Yard sales are not allowed.

6. Signage of any kind is prohibited. (See Amended Declaration Article 7.7(c))
7. Solicitation is not permitted on Association property.
8. Unit owners will be liable for damage to buildings, grounds, and surrounding structures caused by neglect, acts of omission, or carelessness. (See Amended Declaration Article 7.5) This liability extends to damage caused by any persons or vehicles on Association property at said owner's behest, including tenants.
9. Awnings, clotheslines, reflective window foil, and other such modifications are not permitted.
10. Window air conditioners are permitted from May 1st till November 1st.
11. Trash and recycling shall be securely contained and placed outside no earlier than the night before pickup and containers taken inside no later than 24 hours after pickup. Garden waste may be put out bagged with regular trash or taken to Portland's recycling facility. (See Portland city website for details.)
12. Any damage to or maintenance needed in common elements or limited common elements needs to be reported immediately to the property management company.

## **MAINTENANCE AND USE**

1. No part of the condominium unit shall be used for any purpose except housing. Each unit shall be used as a single-family residence. The number of occupants is limited to two per bedroom. This applies to owner-occupied units and to rentals. (See Amended Declaration Article 7.6)
2. Alterations or modifications to the common elements and to the limited common elements may only be undertaken with **prior** written approval from the Board. (See Amended Declaration Article 7.7(a)) These areas include all property external to an individual unit. Examples include, but are not limited to decks, patios, skylights, heat pumps and external air conditioning units, and external vents. Alterations or modifications may require filing a conditional consent form.
3. Building exteriors, including doors and windows, may not be altered, painted, or otherwise modified in any way that changes the appearance of the common elements or limited common elements. Windows, storm doors, and patio doors may be replaced at owner expense, but must conform in style and color with existing doors and windows.

**Prior** written approval must be obtained from the Board. (See Amended Declaration Article 7.7(a))

4. Additional gardens or patios, tree removal, and tree or shrub replacement, as limited common elements, require **prior** written approval from the Board. Existing shrubs and trees in the front of units that need replacement will be replaced at association expense with Board approval. Perennial/annual plantings are allowed in the defined garden areas. Owners wishing to add patios, remove or replace trees or shrubs, create new garden areas, or extend existing gardens must submit a proposed plan, including a drawing showing location and dimensions, to the Board. Plantings, other than shrubs and trees in the front of units, are the owner's responsibility to maintain. (See Amended Declaration Article 7.7(a))

(Revisions to #2 and #4 approved by the Board of Directors, June 14, 2021)

#### **PARKING, VEHICLES, AND GARAGES**

(See Amended Declaration Article 7.8)

1. Association parking areas may only be used for the parking of passenger vehicles and motorcycles. All vehicles must have a current registration and be drivable.
2. Unit residents may park only in the assigned garage or driveway. Parking is provided for two (2) motor vehicles per unit on the property. Residents are not permitted to park in guest parking areas except on a limited short term basis (i.e., not on a daily basis). Any owner or tenant who routinely parks in guest spaces will receive a warning from the management company. A second warning will result in a \$25 fine. Repeated violation thereafter will result in the vehicle being towed.
3. There are eleven designated guest parking spaces for use by visitors around the circle, with additional parking available along the entry road facing Ray Street. Vehicles that are illegally parked, abandoned, or impede the movement of other vehicles will be towed if the situation is not corrected after the vehicle's owner has received a warning. Vehicle owners are responsible for any associated fees and the Association will not be held responsible for any damages.

4. Garage doors shall be kept closed as much as possible. Major car repair shall be done in the garage and not in the driveway.

#### **FIREWOOD, HEATING UNITS, AND OPEN FIRES**

1. Heating units must be installed by a licensed and insured contractor and certified to code by the appropriate fire official. Owners are responsible for obtaining Certificates of Insurance for heating installation contractors on any owner's unit.
2. Portable heaters using liquid or gas fuel are not permitted inside units. Gas grills are permitted outside.
3. Firewood may not be stored outside and must be moved into the garage within 24 hours of delivery. Cutting and splitting of fire wood is not permitted on Association property. Damage caused by wood delivery or garage storage will be repaired at the owner's expense.
4. Open fires of any type are prohibited. This includes, but is not limited to, fireplaces, fire pits, and Chimineas. Charcoal grills are permitted if they are placed on a fire resistant surface, i.e., not directly on the ground or on a wood deck.

#### **CHILDREN**

Activities of small children in the common elements will be supervised by a responsible person at all times. Toys, bicycles, strollers, and carriages may not be left outside overnight.

#### **PETS**

(See Amended Declaration Article 4)

All pets must be inoculated and registered as required by the City of Portland. Owners are allowed no more than two (2) pets. Tenants, with owner approval, are allowed one (1) pet. A pet may be kept as long as it does not create a nuisance. Pets must be leashed when on common property. Pet owners are responsible for the proper removal and disposal of their pet's waste from all Association property.

## **PREVENTATIVE POLICIES**

(See Amended Declaration Article 7.4)

1. Dryer vents need to be cleaned and inspected every two (2) years at the owner's expense and documentation provided to the property manager.
2. Chimneys need to be cleaned and inspected every five (5) years at the owner's expense and documentation provided to the property manager.
3. Flush only human waste and toilet paper down your toilet (no baby or adult wipes, dental floss, sanitary or incontinence products, diapers, prophylactics, Q-tips, or other similar items). Any items other than toilet paper and human waste flushed down the toilet cause damage to the septic pump and result in expensive repair costs. Grease, oils, solvents, or non-household chemicals should not be put in sinks or toilets.
4. Install and maintain fire and carbon monoxide detectors in working condition.
5. Contractors employed by owners are recommended to have liability insurance. Owners are liable for any damage caused by contractors they employ.

## DECK REPLACEMENT AND DECK EXTENSION POLICY

The Association will pay for replacing decks when it is determined that repair of the existing deck is not cost-effective.

If the Association deems that deck repair is needed, owners may choose to upgrade to a composite replacement deck at their own expense, and the Association will give a credit equal to the repair cost.

Replacement decks shall be constructed of composite materials (e.g., Azek).

Owners wishing to replace or to increase the size of their deck must submit a proposal to the Board which meets the following conditions:

1. Size: Decks shall be limited in size to a maximum of 10' X 24'.
2. Style: Decks will be built in the same manner as the original deck. Railings, privacy fences, or any other structure may not be erected or attached to the deck.
3. Site Preparation: Support bricks or patio blocks will be placed under the corners and at appropriate stress points below the deck. All grass and weeds will be removed and two inches of crushed rock will be installed in the area directly beneath the deck.
4. Materials: The deck surface will be constructed using composite materials - color Brownstone (if Azek. Check with Board for color if using a different manufacturer).
5. Deck Extension Fee: A fee of \$5.00 per month will be assessed by the Association for extended decks. The fee will be payable in one lump sum on July 1st of each year. The fee for any deck change made during a year will be pro-rated beginning with the month directly following construction.
6. Authorization: Requests for deck replacement or deck changes must be made in writing to the Board. Requests shall address items 1 - 5 above and include a line drawing depicting the proposed deck. Written approval must be received from the Board prior to beginning deck construction.
7. Conditional Consent Form: For extended decks, a conditional consent form must be completed and returned to the property manager along with a check for \$75.00 for recording in the Cumberland County Registry of Deeds. This will follow the deed so all future owners are aware that the new deck is an owner responsibility.

Approved by the Board of Directors July 28, 1992

Revision approved by Board of Directors July 26, 2021

## **EXTERNAL AIR CONDITIONING UNITS AND HEAT PUMPS**

(Permanently Installed – Not Window Units)

1. A written request must be made to the Fallbrook Board of Directors.
2. Unit must be installed at the rear of the building and be free standing on a slab and not attached to the building.
3. Unit must be installed by a licensed, insured, and certified contractor.
4. Venting materials must be coordinated with the building color and all connecting lines must be covered with materials to coordinate with the building.
5. Unit must not interfere with common areas: grass, shrubs, etc.
6. Homeowners are solely responsible for any costs or damages caused by the air conditioning unit or heat pump.
7. Home owner is responsible for any additional tax assessment made by the City of Portland.
8. Home owner is responsible for any additional insurance assessment.
9. A conditional consent form must be completed and returned to the property manager along with a check for \$75.00 for recording in the Cumberland County Registry of Deeds. This will follow the deed so all future owners are aware that the air conditioning unit or heat pump is an owner responsibility.

Revised and approved August 22, 2017

## **LATE FEE POLICY**

Monthly condominium fees are due on the first day of each month. Any fee received after the 15th (fifteenth) day of the month will be considered late and the owner will be charged a late fee of \$25 (twenty-five dollars). Late fees will continue to accrue monthly until the outstanding balance is paid in full.

Other charges including but not limited to dryer vent cleaning [biannual], extended deck fee [annual], and special assessments will be due not later than 60 days after billing or will themselves be subject to the \$25 (twenty-five dollar) late fee per month.

Interest in the amount of 18% (eighteen percent) per year will be charged on any late condominium fees or other charges.

(See Amended Declaration Article 6.5(b))

Approved by the Board of Directors March 21, 2011

Revised February 12, 2018

Revised August 28, 2018

Revised July 17, 2019

## **GUIDELINES FOR EXTENDED ABSENCE OF HOMEOWNER DURING THE WINTER**

The Board has developed the following guidelines to ensure a prompt response when a homeowner is away or for an extended period during the winter.

1. Designate a responsible individual who will check your unit frequently. Provide names and phone numbers to the property manager and board members.
2. Frequent means at least three (3) times per week and more often during heavy snow fall.
3. Check vulnerable areas around slider doors, window frames, and skylights.
4. Report immediately any problem or leak to the property manager.
5. Maintain heat at 62 degrees.
6. Leave all kitchen and bathroom cabinet doors open for air circulation around pipes.

A homeowner will be financially responsible for the insurance deductible and any repairs not covered by the Association's insurance policy when negligence has been determined. (See Amended Declaration Article 7)

Approved September 21, 2009

## **RECOMMENDATIONS TO AVOID ADDITIONAL ASSOCIATION AND OWNER COSTS**

1. Turn off water to your washing machine when not in use.
2. Clean your dryer filter after each use.
3. Plan an escape route in the event of a fire.
4. Have a qualified, licensed heating system technician clean and check your boiler annually.
5. Freezing of pipes during the winter can occur, particularly in downstairs bathrooms in townhouses and kitchen faucets in the capes. Keeping bathroom and kitchen sink cabinet doors open is advised. Check with the Board regarding other corrective measures.
6. Remove snow from the deck to help preserve the deck and to provide for an accessible alternative exit in case of fire.

## APPENDIX A: Highlights of Owner and Association Responsibilities

(See Amended Declaration, Articles 3 and 4)

	Common Elements, Association Responsibility	Limited Common Elements, Association Responsibility	Limited Common Elements, Unit Owner Responsibility	Unit Owner Responsibility
Land/maintenance, including plowing, grounds, front shrubs and trees	X			
Lamp posts and lights	X			
Mail box maintenance		X		
<i>Buildings:</i> Structural aspects - roofs, exterior walls, foundations, chimney above roof		X		
Exterior doors-painting		X		
Exterior window framing/sills; door thresholds/frames/sills		X		
Doorbells, outside push button			X	
Outside light fixtures and light bulbs			X	
Wiring utilities, piping serving more than one unit		X		
Outside water faucets			X	
Back decks, front steps and porches, privacy fences		X		
<i>Unit interior:</i> ceiling surfaces, walls, floors, appliances, indoor lighting, kitchen and bathroom fixtures, fireplace, dryer vent, stove vent and bathroom vents, interior chimney, smoke & CO detectors				X
Exterior doors: front, slider, storm, garage			X	
Glass and screen portions of windows and doors			X	
Door and window hardware and locks			X	
Inside wiring of doorbell / chimes			X	
Wiring originating from circuit breaker			X	
Piping inside unit			X	
Heating equipment and piping			X	
Damage caused by < 62-dearee temperature in unit			X	
Damage to unit or common areas by : owner, family, guests, tenants, pets, contractors				X

\*Any replacement items visible from the outside must conform in appearance with existing items in other units, including, but not limited to, windows, exterior doors, and outside light fixtures.

**APPENDIX B: FORMS**

**Unit Exterior Change Form**

**Landscaping Change Form**

**FALLBROOK CONDOMINIUM ASSOCIATION: REQUEST TO  
CHANGE UNIT EXTERIOR**

*Submit completed form to FALLBROOK CONDOMINIUM ASSOCIATION PROPERTY  
MANAGER*

UNIT OWNER NAME \_\_\_\_\_ DATE \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

DESCRIBE WORK REQUESTED BELOW (WHAT AND WHERE). ATTACH SKETCH OF LOCATION, PRODUCT SPECIFICATIONS (MAKE, MODEL, MATERIAL, COLOR), AND CONTRACTOR NAME & CONTACT INFO. If making structural changes to the unit, attach a signed Conditional Consent Form.

HAVE YOU DISCUSSED THIS REQUEST WITH NEIGHBORS WHO ABUT YOUR UNIT OR WILL BE IMPACTED BY THIS CHANGE? YES NO

\_\_\_\_\_  
Name Unit No. Signature Date

\_\_\_\_\_  
Name Unit No. Signature Date

**By signing below, the unit owner acknowledges:**

- 1) The unit owner is responsible for obtaining all required work permits and ensuring all work complies with local, state, and federal codes as well as Fallbrook's Rules & Regulations.*
- 2) The unit owner is responsible for all costs associated with – or damage caused by - the requested work.*
- 3) If request is approved by the Board and any project specifications subsequently change, the unit owner must submit a revised request for the Board's consideration BEFORE completing the work.*
- 4) If the work is not done according to the specs presented to the Board, the unit owner will be responsible for removing the unauthorized changes and all associated costs.*

**Unit Owner Signature:**

**Date:**

**BOARD DECISION** Approved Not Approved **SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**CONDITIONS:**

**FALLBROOK CONDOMINIUM ASSOCIATION: REQUEST TO ADD OR CHANGE PATIOS, GARDENS, TREES, OR SHRUBS (AT OWNER EXPENSE)**

*Submit completed form to FALLBROOK CONDOMINIUM ASSOCIATION PROPERTY MANAGER*

UNIT OWNER NAME \_\_\_\_\_ DATE \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

DESCRIBE PROPOSED WORK BELOW (WHAT AND WHERE). ATTACH SKETCH AND PHOTO OF LOCATION, PHOTO OF TREES OR SHRUBS TO BE REMOVED, DIMENSIONS (IF GARDEN EXPANSION OR PATIO), AND DESCRIPTION OF PROPOSED NEW PLANTINGS. PLEASE INCLUDE CONTRACTOR NAME & CONTACT INFO.

HAVE YOU DISCUSSED THIS REQUEST WITH NEIGHBORS WHO ABUT YOUR UNIT OR WILL BE IMPACTED BY THIS CHANGE? YES NO

\_\_\_\_\_  
Name Unit No. Signature Date

\_\_\_\_\_  
Name Unit No. Signature Date

**By signing below, the unit owner acknowledges:**

- 1) *The unit owner is responsible for obtaining all required work permits and ensuring all work complies with local, state, and federal codes as well as Fallbrook's Rules & Regulations.*
- 2) *The unit owner is responsible for all costs associated with – or damage caused by - the requested work.*
- 3) *If request is approved by the Board and any project specifications subsequently change, the unit owner must submit a revised request for the Board's consideration BEFORE completing the work.*
- 4) *If the work is not done according to the specs presented to the Board, the unit owner will be responsible for removing the unauthorized changes and all associated costs.*

**Unit Owner Signature:**

**Date:**

**BOARD DECISION**      **Approved**   **Not Approved**  
**CONDITIONS:**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_