

**HAMPTON GLEN CONDOMINIUM ASSOCIATION
AT COVENTRY WOODS
Rules and Regulations
Revised October 13, 2011**

INTRODUCTION

Each owner should have a full set of Condominium Documents. These include the Declaration of Hampton Glen Condominiums, the By-Laws of Hampton Glen Condominiums, the By-Laws of the Coventry Woods (Master) Association and the Hampton Glen Rules and Regulations as may be amended from time to time. In these Rules and Regulations the word "condominium" shall refer to Hampton Glen at Coventry Woods and the words "units", "boundaries", "common elements" and "limited common elements" shall have the meaning given to those terms in the Declaration creating the Condominium. (Refer to Declaration, Sections 2 through 5. See also the Maine Condominium Act, found in the Maine Revised Statutes at 33 MRSA 1601 et seq., which is incorporated into the Declaration by reference and is binding on all owners of units.)

I. GENERAL RULES OF CONDUCT

A. Radios, Phonographs, Musical Instruments, Televisions

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall be turned down after 10:00 PM and shall, at all times, be kept at a sound level which will not annoy the occupants of the neighboring unit(s). Please be advised that this includes persons being outside after 10:00 P.M. Voice levels should be kept within a reasonable level as to not disturb other unit owners.

B. No Offensive activity

No illegal, noxious or offensive activity shall be carried on in either a unit or the common elements and limited common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other unit owners or occupants. Neither shall a unit owner make or permit any type of nuisance situation by him/her, family members, pets, servants, agents, visitors, lessees, licensees, nor permit any actions by such persons that will interfere with the rights, comforts, or convenience of other unit owners.

II. USE OF COMMON ELEMENTS

A. No Obstructions or Alterations of Common Areas

Unit owners shall not obstruct or alter the common elements or the limited common elements, which are part of the common elements but restricted to each unit owner, except as the Board of Directors may in specific instances expressly permit. (Refer to Declaration, Sections 10 and 12.) Obstructions in these areas include but are not limited to the following: lawn furniture, children's toys, ornamental statues, pet bowls, and bird feeders. Bird feeders may only be placed at the edge of the woods and are not permitted to be attached to units or decks. (Revised October 13, 2011)

To ensure there are no violations to above said rule and stated Declaration sections, our Management Company and Members of the Hampton Glen Board of Directors hold an annual walk around in the spring and follow up walk around's periodically throughout the year. At these times any violations are noted as unit owner's responsibilities that need to be addressed.

Following any walk-around a unit owner found in violation will be notified of the violation or violations by letter informing them they have 45 days to resolve the issue. If not resolved within the 45 days, the Board will be forced to impose fines and/or correct any violations, as deemed appropriate, and the unit owner in violation will be billed/responsible for any costs incurred.

Notice of said violation shall consist of a letter sent by certified mail return receipt requested to the address of record, regular mail sent to the address of record and/or by delivery in hand by a Director or representative of the Management Company.

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B. Deck & Fire Prevention Rules

1. Decks shall be kept in an orderly fashion at all times. Objects shall not be placed on or hung from the deck railings or in any other manner placed such that there would be any reasonable risks of the object falling from the deck or causing damage to the deck. The Association is not responsible for removing ice and snow from decks. It is permissible to put white vinyl lattice work around the outside edge of the deck to prevent leaves from going under the deck. Using any other material requires Board of Directors approval. (Revised October 13, 2011)

2. No wood or charcoal burning stoves, grills, chimney fires or open fires of any type are permitted at all within the confines of the Hampton Glen common or limited common elements or within any unit located within

the Hampton Glen Condominium Complex due to potential fire danger. Propane grills are permitted but must be used with extreme caution especially if used on decks or near vinyl siding. They should not be left unattended at any time.

C. Structural Enhancement Rules

- 1. All proposed changes to the common and/or limited common elements need to be submitted in writing to the Board of Directors for approval. Please mail such proposals to the President of the Board of Directors, if the Association is self-governing, or to the Management Company. Proposals need to include any drawings or renderings of the proposed project, approximate time frame for completion and written consent from neighboring unit owners for any project that would be in view or interfere with the privacy of neighboring unit owners and/or buildings.**
- 2. Once the unit owner has received written approval from the Board of Directors, or the Management Company on behalf of the Board of Directors, the contractor's name and proof of at least \$1,000,000 in liability insurance coverage along with copies of any required Town of Kennebunk Building Permits need to be provided to the Board of Directors or to the Management Company. Unit owners are strongly advised to obtain references, evidence of appropriate insurance coverage (liability and worker's compensation coverage, if applicable) and to have a written contract for any work they have done including work done within their own units.**
- 3. A waiver of liability needs to be signed and submitted to the Board of Directors or to the Management Company by the unit owner. The Board of Directors or the Management Company will provide the letter of approval.**
- 4. All documentation must be complete and filed with the Board of Directors or the Management Company prior to any work being performed.**
- 5. It must be understood that any enhancements become the sole responsibility of the unit owner and any subsequent unit owners and not the Association.**
- 6. The unit owner must provide the Board of Directors or the Management Company with a copy of his/her home owners insurance if the project warrants a change in coverage.**
- 7. The unit owner must notify the Board of Directors or the Management Company when the project is completed.**
- 8. The minimum fine for a violation of these Rules is \$100 following Notice and an opportunity to be heard by the Board of Directors. Notice shall consist of a letter sent by certified mail return receipt requested to the address of record, regular mail sent to the address of record, and/or by delivery in hand by a Director or representative of the Management Company. Subsequent fines for the same continuing violation will be \$5 per day for each day the violation continues until such time as the Board of Directors decides to commence legal action. Thereafter all accrued fines as well as all attorney's fees and costs associated with the legal action will be the responsibility of the unit owner against whom the action is brought should the Association prevail. (Refer to 33 MRSA 1603-102 (11) and 33 MRSA-1603-116(g).)**

D. Laundry Rules

No unit owner shall hang clothes, beach towels, bathing suits, rugs or drapes, and the like out of a unit or on a deck. No clothes lines will be permitted.

E. Town Services

1. The Town of Kennebunk has a "pay as you throw" trash disposal program. Green tags or marked trash bags (available in 2 sizes) can be purchased for this purpose at a number of places in Town. The tags can be used on either trash barrels or conventional plastic bags. The Town's waste disposal contractor picks up all household trash weekly. Trash should be placed at the end of the driveway not before 6: 00 P.M. prior to collection day.

2. The Town of Kennebunk has a very active recycling program whereby you may set recycling material at the curbside the same day as your trash. Information about special containers for this activity may be obtained by calling the Town Recycling Center at 985-6778. (Any useable container will be acceptable in the absence of a special container.) Flyers are also available at locations where trash bags are sold giving providing program information.

3. The Town Public Works Department will respond to remove dead animals in the roadway. Call the Town Communications Center at 985-6121 to report that kind of situation. The PWD will not remove dead wildlife on private property. If he/she wishes to do so, the unit owner should feel free to use a shovel to pick up any small dead animal around his/her unit and to place it into the nearest wooded area. For large animals, such as a dead deer, also call the Communications Center at 985-6121 for direction.

F. Flowers & Shrubs

Those who wish to plant flowers will be responsible for their upkeep and the cost of that upkeep will not be included in the grounds maintenance budget. No additional beds may be constructed without approval from the Board of Directors. Planting is limited to the shrub bed areas. Planting in stone drip areas, around the foundation, and around trees is not permitted. Unit owners may trim the shrubs in front of their units if they wish to do so and are capable of doing so without damaging the shrubs. Any shrubs they trim and do not want trimmed again by the landscape company should be marked with a ribbon starting in mid-July and continuing until the landscaper's trimming has been completed. All shrubs are the property of the Association and may not be removed or transplanted without approval from the Board of Directors.

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G. Satellite Dishes

FCC Rules, adopted pursuant to federal law, state that the installation of satellite dishes cannot be prohibited. However, the guidelines for their use are as follows: (1) they must be freestanding and not more than seven feet in height; (2) they must be located in the rear limited common area of the unit owner; (3) the abutting unit owners must have no objection and the Board of Directors must vote its approval before any installation; (4) a dish may not be attached to any part of a structure and the unit owner erecting it is responsible for its maintenance and repair. The Board of Directors, prior to beginning any installation, must give its written approval.

H. Flag Display

Flags are limited to one per unit. The flag holder must be displayed from a post on the front porch. Flag holders may not penetrate the vinyl posts. No penetration of the vinyl is allowed so if you have questions about installation, please ask the Management Company or a member of the Board of Directors. No flag may be placed in the common elements without prior consent of the Board of Directors.

III. ARCHITECTURAL INTEGRITY RULES

A. Signs & Yard Sales

Unit owners may not display any signs, including "For Sale" or "For Rent" signs, political signs or the like in the windows of any unit or attached to any building nor may they place window displays or advertising in windows of such units. Signs shall not be placed at the entrance to the complex or in the common elements with the single exception that temporary signs advertising yard sales may be placed the morning of the event to be removed not later than 5 PM the same day of the event.

Yard Sales in Coventry Woods are scheduled by our Master Association Board of Directors, normally once a year.

The Hampton Glen Board of Directors strongly encourages residents of Hampton Glen to kindly plan their yard sales accordingly around the specified annual date. In the event the specified date is in conflict with a resident's schedule, the Board may grant an alternate date. Requests for alternate dates are to be made in writing to the Board of Directors. The Board of Directors, within reason, will try to accommodate said requests. However, the Board of Directors reserves the right to accept or decline any

requests as well as the right to assign or reassign a particular date for any request.

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B. Siding and Trim

Penetrating or cutting the vinyl siding or trim of the building is prohibited for any reason without permission from the Board of Directors.

C. Combination Doors

All combination doors shall be Larson Lifestyle Model 830-13 full view, white or similar style as may be approved by the Board of Directors.

IV. LEASING OF UNITS

A. Length of Lease

No unit owner may lease his/her unit for transient or hotel purposes and no unit owner may lease less than his entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, By-Laws and all Rules and Regulations that may be adopted by the Board of Directors. Failure to comply with the terms of those documents shall be a default under such lease. All leases shall be in writing and shall contain a minimum initial term of six (6) months. A copy of the lease of any unit, containing affirmation of the requirements stated within this subsection, shall be delivered to the President of the Board of Directors, if the Association is self-governing, or to the Management Company within seven (7) days of its execution. Information pertaining to the monthly rent or the total rent may be redacted from the copy that is provided. (Refer to Declaration, Section 17H.)

B. Unit Owner Responsibilities Under the Lease:

When a unit is occupied under a lease, the unit owner shall be responsible for any and all damages and/or violations of the Condominium By-Laws and these Rules and Regulations including timely payment of any Association insurance deductible amounts should such damage result from a negligent act or omission. (Refer to Declaration, Section 12 and see Section VI.C of these Rules & Regulations.) Unit owners are ultimately responsible for timely payment of condominium fees. The tenant shall sign an acknowledgement of his/her receipt of these Rules & Regulations which shall be provided to the Board of Directors, if the Association is self-governing, or to the Management Company by the unit owner along with a copy of the lease agreement as required in the previous sub-section.

V. PARKING & VEHICLE REGULATIONS

A. Parking

There is no parking permitted in the street for guests or residents. All streets are fire lanes. There is no long-term storage of vehicles and all vehicles must be moved for plowing.

B. Vehicles (Revised February 8, 2010)

The parking spaces are to be used only for the parking of motor vehicles owned for personal use. No commercial vehicles, trailers, boats or trucks with a gross weight over 6,000 pounds shall be permitted in the parking spaces except service vehicles, moving vans or the like at the property on business. No mechanical repairs of vehicles shall be performed and no stripped or junk vehicles and no recreational vehicles or boats shall be placed or maintained on any part of the common elements or limited common elements. Declaration Section 10, item i, page 10. If these vehicles are stored in view, the Board of Directors can direct the Management Company to order them towed away or impose a \$100 per day fine. The Board of Directors may grant exceptions due to temporary or emergency situations. REVISED December 1, 2009:

VI. MISCELLANEOUS ISSUES

A. Late Charges

Checks are made payable to Hampton Glen Condominium Association. Monthly assessment payments are due and payable the first day of each month. If they are not paid by the first day of the following month, a late charge of \$25.00 will automatically be charged to your account. If they are still not paid after thirty (30) days or more the total due will be subject to a late charge of 1-1/2 % (one and one-half per cent) of the balance due for each day it remains unpaid. (See also Section VIII of these Rules & Regulations.) Any late balance of \$500.00 or more will be turned over to a collection agency or an attorney for appropriate action with fees and costs for collection to be charged to the affected unit owner. The Association may place a lien against any unit for non-payment of assessments, fees, charges, late charges, fines and interest charged pursuant to the provisions of the Maine Condominium Act. (Refer to 33 MRSA 1603-102 (11) and 1603-116 (a).)

B. Problems and Complaints

Matters of dispute or disagreement between unit owners or with respect to interpretation of the application of the provisions of the Declaration or the By-Laws should be submitted in writing to the Board of Directors, if the Association is self governing, or to the Management Company. The Board of Directors or the Management Company will respond within a reasonable period of time. The unit owners may request and shall receive a hearing with the Board of Directors if the Management Company has not been able to satisfactorily resolve the issue. The final decision required to resolve the issue(s) shall be as determined by the Board of Directors. (Refer to Declaration, Section 18.)

C. Insurance

1. Each unit owner shall obtain and maintain his/her own insurance for his/her own unit which shall include general liability insurance in an amount of \$500,000 and shall provide for a certificate of insurance to be sent annually to the Board of Directors, if the Association is self governing, or to the Management Company. The obtaining of general liability insurance is for the protection of each unit owner as well as adjacent unit owners and the Association should unit owner negligence result in a claim. The certificate must be submitted at least two weeks prior to the expiration of the unit owner's current coverage. (Refer to Declaration, Section 16D.) Notice of this violation shall consist of a letter sent by certified mail return receipt requested to the address of record, regular mail sent to the address of record and/or by delivery in hand by a Director or representative of the Management Company.

Unit owners whose insurance binders are 30 days passed expiration will be subject to a fine of \$25. Subsequent fines for the same continuing violation will be @ \$5 per day for each day the violation continues until such time as the Board of Directors decides to commence legal action. There after all accrued fines as well as all attorney's fees and costs associated with the legal action will be the responsibility of the unit owner against whom the action is brought should the Association prevail. (Refer to 33 MRSA 1603-116 (g).)

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2. When an insurance claim is necessary due to damage caused to the common elements or to other unit(s), by the negligent act or omission of a unit owner, family member, guest or other authorized occupant or visitor of that unit owner, such unit owner is responsible for payment of any deductible required by the Association Master Policy and/or may be subject to having all or a part of the claim subrogated by the Association insurance carrier to his/her individual liability insurance carrier. (Refer to Declaration, Section 12. See also Section IV (B) of these Rules & Regulations) For the purpose of providing notice to the unit owners, through these Rules & Regulations, examples of what would constitute a negligent act or omission include:

(a) A fire, the cause of which is determined by Fire authorities to have originated in a unit owner's dryer vent/ductwork due to the lack of proper maintenance by the unit owner. An affirmative defense to this would be written evidence produced by the unit owner proving that he/she had had his/her dryer vent/ductwork inspected/cleaned and or repaired within the previous twelve months. (CAUTION: WHEN YOU REPLACE YOUR DRYER, MAKE SURE THE NEW DRYER DUCTWORK REQUIREMENTS ARE THE SAME AS THOSE OF YOUR ORIGINAL DRYER.)

(b) A fire, the cause of which is determined by Fire authorities to have originated from the careless use of candles, matches or smoking materials or other open flame as may be prohibited elsewhere in these Rules & Regulations.

(c) A fire, the cause of which is determined by Fire authorities to have originated from an explosion resulting from the improper use of fireworks, gasoline or similar volatile substances.

(d) A fire or explosion, the cause of which is determined by Fire authorities to have resulted from improper furnace/hot water tank maintenance. An affirmative defense to this would be written evidence produced by the unit owner that he/she had his/her furnace/hot water tank serviced/replaced within the previous twelve months.

(e) A winter freeze up in a unit causing damage to the common elements, limited common elements or to adjacent unit(s) due to a lack of precautions taken by the unit owner such as those that would be taken by any prudent person leaving his/her property unattended during the winter months as further defined herein.

This sub-section, (e), shall be in effect from November 1st to April 30th each year and shall apply to unit owners who either do not occupy their units for long periods at a time during the winter or who are away for the entire winter. It is being adopted to protect both the unit owner(s) who are affected as well as adjacent unit owners and the Association. Two Options are offered depending on the unit owner's particular situation. Each contains recommended steps which can be taken by the unit owners to lessen the risks but which are not intended to be all inclusive.

Evidence of compliance with these recommended steps, when submitted by the unit owner, shall be taken into consideration by the Board of Directors in determining if there was any negligence on the part of a unit owner in the event of an insurance claim due to winter freeze up damage. (Refer to Declaration, Section 12).

REVISED AND APPROVED September, 2010.

OPTION #1.

Away with Heat On

When you are going to be away from your unit for a period of time whether it is just a few days, weeks or months the Mandatory items listed below need to be completed. Other items listed are recommended as precautionary and safety measures.

When you are going to be away from your unit for a period of time whether it is just a few days, weeks or months you need to follow the recommended steps listed below.

Maintain heat in your unit at a minimum temperature sufficient to prevent your unit from freezing up. A unit owner may wish to consult with their plumber/heating/boiler contractor or their insurance agent to get a better idea for a recommended temperature setting for their particular unit.

Place a "MANDATORY" WINTER WATCHMAN device in a prominent place such as a window facing the street so that it can be seen by neighbors or our management company during their regular drive thru of the property if it has trigger by a loss of heat. When you are going to be away and your winter watchman is in place make sure to advise whomever you have watching your unit whether it is a friend, relative, neighbor or an outside company that you will be away. In addition make sure you provided them with any and all emergency contact information to be used on your behalf should they notice that Winter Watchman has been triggered or if the unit is entered and heat is found to be off.

In addition to informing any or all of the above people you have watching your unit you need to fill out and supply the Board of Directors if Association is self-governing or our current Management Company with a "MANDATORY" WINTER AWAY OPTION AND EMERGENCY CONTACT FORM by November 1st of each year or prior to your leaving whichever comes first.

(Remember this must be resubmitted yearly)

If you have an alternative heat source, such as electric baseboards, they should also be set at the same minimum so they will take over if your furnace should fail.

Other items you should consider as precautionary and safety measures.

Cabinet doors should be opened to spaces with pipes running through them.

Your fuel (oil or K-1 if using a monitor) should be on automatic delivery.

Depending on your length of time away you may want to consider draining any non-vital water pipes as much as you can and consider adding a small amount of non-toxic antifreeze in the sink drains, bath drains and toilet bowls.

You may want to consider using a caretaker, someone who actually enters and checks your unit frequently especially during extremely cold weather.

Finally, remember, even if you take all the above precautions, you could have a furnace issue that could result in an interior leak and some damage to your unit or a neighbor's, but at least you have performed due diligence in seeking to avoid or at least minimize any such event caused by heat loss should it happen.

OPTION #2

Complete Shut Down

The assistance of a licensed plumber/boiler professional is strongly advised.

The reason we strongly recommend this is for both your protection and ours because non licensed work performed could lead to unit owner liabilities for any damages if something were to go wrong under Maine's licensing law.

When you winterize your unit and shut the heat off, the following steps are recommended:

Completely drain your boiler, pipes – both domestic and heating – and your tanks, drains and other places where water may collect. Add non-toxic anti-freeze to reach those spots water may have collected.

You should also make sure that your ice maker is drained and your dishwasher as they hold water and have plastic parts that can freeze and crack. If they do you most likely will not know until you have the water turned back on.

Contact the KK&W Water District to have the water shut off at the street outside of your unit.

Provide the Board of Directors, if the Association is self-governing, or the Management Company with the necessary information as to your caretaker or emergency contact(s) as with the first option, using the "MANDATORY" WINTER AWAY OPTION AND EMERGENCY CONTACT FORM.

Other items you should consider as precautionary and safety measures.

Cabinet doors should be opened to spaces with pipes running through them.

Contact your fuel dealer(s) and other vendors to advise them of the dates you will be away etc.

You may want to consider using a caretaker, someone who actually enters and checks your unit frequently especially during extremely cold weather. Consider contacting a company "CARETAKER" to have regular inspections made of your unit as with the first option.

Taking these steps to completely winterize your unit will help ensure you have performed due diligence to protect your unit, an adjacent unit or Association property from any serious damage.

Remember, this sub-section contains recommended steps only. They are not intended to be all inclusive. They are intended to be a checklist, but not a guarantee, to help keep unit owners from becoming liable to adjacent unit owners or to the Association should due diligence not be taken with resulting damage to the property of others. It is strongly recommended that each unit owner consult with his/her own insurance agent to make sure he/she has adequate insurance coverage(s) and meets the requirements of this sub-section C.

All unit owners:

Provide the Board of Directors if self-governing or Management Company with keys to your unit in case emergency access must be gained to your unit for the purpose of protecting your property and or your neighbor's. (Refer to Declaration, Section 10c.)

VII. PETS

1. Animals kept by owners, lessees or guests must not interfere with the comfort, safety, convenience, or enjoyment of occupants of other units. It is an animal owner's responsibility to pick up and dispose of his/her animal feces immediately after its dropping. A dog may not be kept outside a unit on a lead or rope. It is a threat to a neighbor's comfort and enjoyment as well as potentially damaging to the lawn grass and shrubbery. It is required that animals be walked along the edge of the woods adjacent to the sidewalk(s) day and night. Section I-B of these Rules & Regulations also covers excessive noise from animals.

2. If an owner or lessee does have a cat, cat litter must be properly disposed of by sealing it in plastic and putting it in the owner's trash.

3. The owners and lessees are subject to all applicable Town Of Kennebunk ordinances and the State of Maine leash law found in the Maine Revised Statutes at 7 MRSA 3911. The Town Animal Control Officer may be contacted to report violations by calling the Town Communications Center at 985-6121.

VIII FINES

Unless otherwise stated herein, fines for violation of any of these Rules & Regulations shall be as follows: A. Failure to correct a violation within five days of receipt of Notice - \$25 after Notice and an opportunity to be heard by the Board of Directors; B. continued failure to correct the violation will result in an additional fine of \$5 per day for each day the violation continues. Notice shall consist of a letter sent by certified mail return receipt requested to the address of record, regular mail sent to the address of record and/or by delivery in hand by a Director or a representative of the Management Company. (Refer to 33 MRSA 1603-102 (11).)

IX ADOPTION OF THESE RULES & REGULATIONS:

These Rules & Regulations have been adopted by vote of the Board of Directors of Hampton Glen Condominium Association on September 14, 2009, as recorded in the official Minutes of the Board Meeting, pursuant to authority granted the Board by the Maine Condominium Act and by the Condominium Documents. They supersede all previous editions. (Refer to 33 MRSA 1603-102(1); Declaration, Section 10; By-Laws, Article IV (3).)

