

**MOUSAM LANDING
CONDOMINIUM
ASSOCIATION
Rules & Regulations**

Rev. 03.01.09

PREFACE

Condo living and ownership is different from living in a house. It is more like living in an apartment, but you own the interior of the unit. You are free to make changes to the interior as long as it does not affect the structural integrity of the whole building. However, just like an apartment, once you step outside of those walls there are some restrictions. Some may consider them unreasonable, but they are for the benefit of the entire association, and are intended to protect and enhance the value of the owner's property. That is the purpose of these rules and regulations, and all owners and their families, tenants and guests are expected to abide by them.

AUTHORITY

The Mousam Landing Condominium Association Board of Directors has the authority to develop and enforce these rules and regulations. This authority is granted in the Mousam Landing Declaration and the By-Laws. The Mousam Landing Condominium Association Board of Directors reserves the right to add, delete, or modify this document at any time.

APPLICABILITY

These rules and regulations apply to all residents, their visitors or guests of Mousam Landing Condominiums, regardless of whether they are owner or a lessee of a unit. These rules and regulations constitute an addendum to the Mousam Landing Declaration and By-Laws.

1. COMMON AREAS

Use of common areas shall be in accordance with the Declaration and Bylaws. The following list is not meant to be all-inclusive. This list is to assist your understanding; common areas cannot be used for equipment of any kind, for example but not limited to inflatable structures, playhouses, pools, playground equipment, tents, etc. (Pools or toys for small children are permissible if a supervising adult is in attendance. Such items are not to be left on the common area after each use.) However, if an owner needs to erect a temporary tent for a social gathering, they may do so with prior approval from the board. No trailers, snowmobiles, campers, multi-person boats, motor bikes, ATV's etc are to be operated or stored on the property. Mousam Landing Condominium Association can take legal action for damages to the common property. The Association can be held liable regarding any matter connected to the parcel for which the owners are jointly liable.

Reference: Mousam landing By-Laws, Article VII, Section II

2. LANDSCAPING COMMON AREAS

Landscaping of common areas shall be in accordance with the Declaration and Bylaws. Landscaping which is present upon the purchase of the condominium on common areas cannot be removed or replaced without the approval of the Mousam Landing Condominium Association Board. The lessee(s) is not allowed to landscape. Landscaping may not include trees or oversized inanimate objects. Planting annuals and perennials in the immediate proximity of the owner's unit is allowed and must be maintained by the owner. The Mousam Landing Board may from time to time appoint a landscape committee to oversee landscaping projects and/or review landscaping in the common areas.

3. PETS

Cats are allowed "indoors only" and limited to two (2) per unit. Please note that renters are not allowed to have pets.

No dogs shall be kept on the premises by owners. Visiting dogs are allowed and it is the owner's responsibility to ensure dog is leashed and under control of person attending dog outside of the unit. Owner is also responsible for immediate removal of dog excrement. Visiting dogs may not be tethered out-of-doors alone. If a visiting dog proves to be a nuisance, they will be asked to leave. Visiting dog stays are limited to two (2) weeks. *Reference: Mousam Landing Declaration, Page XIII, Section G*

4. RESPONSIBILITY FOR ASSESSMENTS OR FINES

Each owner shall be responsible for the payment of any and all assessments and/or fines pertinent to their condo unit. These costs would also include any late charges, costs of collection and enforcement of payment. Residents need to be aware that any levied assessments or fines remain the owner's responsibility until the assessment or fine is paid in full and that late charges continue to be added each month until full payment is received and the debt is satisfied.

Owners should further understand that they cannot complete the sale of their unit until all assessments and fines are paid in full and they have received written notice either from the managing agent or the Board of Directors stating the debt is satisfied.

The Board of Directors may levy fines whenever it has been determined by the board that an owner is in violation of the By-Laws and/or these Rules and Regulations. Fines for example, but not limited to, can be assessed for pet offences, parking violations, unapproved exterior changes or modifications, excessive noise, etc.

Reference: Mousam Landing By-Laws, Article VI, Sections II, V, VI, VIII

5. LATE PAYMENT OF DUES/ASSESSMENT

Please be reminded that the condominium dues are due by the first of each month. It is important that payment is made on time to help the association run smoothly and to be able to pay their bills on time. A \$25 late fee will be assessed if payment is received after the 15th of the month. Interest will accrue after 30 days from date due. The association reserves the right to file liens on units with charges over 60 days past due and will charge the involved owner all legal fees incurred by the Association relative to each offense.

Reference: Mousam Landing Declaration, Page XIV, Section XI

6. EXTERIOR APPEARANCE AND MODIFICATIONS

It is not permissible to make changes to the exterior of the building or common areas without written authorizations of the Board of Directors. Common areas are to be free of trash, materials, and personal property of any kind or storage of supplies. No bicycles or similar vehicles or toys shall be allowed to stand in the common areas overnight. Each owner is asked to maintain their unit and its common areas in a safe, clean and sanitary manner. Decks are not to be used for storage of any kind such as trash, boxes etc., or maintained in an unsightly manner. Sidewalks, landscaped areas, driveways and roads are to remain unobstructed and used only for purposes for which they were intended.

7. DECK AWNINGS

Deck awnings are allowed with board approval and must be a Sun Setter Retractable Awning.. Color of all awnings must be green.

8. ACCESS TO OWNER UNIT

In order to protect the safety and/or welfare of the other inhabitants of the condominium and the common elements, it shall be the responsibility of each owner to provide the association with the following:

Home phone number

Work phone number

Cell phone number

Emergency contact and phone number

Set of front door key(s)

These are required so the association may gain access to a unit to prevent any loss or damage to that unit, adjoining unit(s) or buildings, or common elements in the event of a water main break, flooding, fire or any other emergency effecting common areas or an adjacent unit.

9. VACATED UNIT FOR EXTENDED PERIOD

All unit owners must ensure that their units are adequately heated during the winter months to prevent frozen pipes. Thermostats must not be below 60° Fahrenheit. If your unit is going to be vacant for an extended period, the managing agent needs to know the date of your departure and the date of your return. Water should be shut off in unit to prevent damage in case of frozen pipes.

10. LEASING OF UNITS

No unit may be leased for fewer than six (6) months. The owner must furnish a copy of the lease agreement to the managing agent prior to renting the unit. A Rental Acknowledgement Form (available from managing agent) must be completed and returned to the managing agent 15 days prior to occupancy of tenant.

Any tenants of a leased unit are required to obey all rules and regulations. The owner must provide a copy of the rules and regulations signed to indicate that the lease holder has read the rules and regulations by lease holder to the managing agent.

If occupancy by tenants or guests creates a nuisance to other owners, the Board of Directors shall have the right to require that the offensive tenants or guests vacate the property. Owners are required to inform their renters of this policy.

Reference: Mousam Landing By-Laws, Article VII, Sections I and VI, Mousam Landing Declaration, Page XXVIII, Section H

11. VEHICLES

Each unit is allotted two (2) parking spaces. This is especially important during the winter months when snow banks encroach on parking space. Refer to snow plow policy.

There will be no unregistered or non-functioning vehicle left on premises. Any vehicle without a current, valid license plate and registration, or any vehicle parked in violation of these regulations will be towed at the owner's expense if the vehicle is not removed upon the request of the association. The parking spaces are to be used only for parking of vehicles owned for personal use. No commercial vehicles or trucks with a gross weight over 6,000 pounds shall be permitted. No mechanical maintenance of motor vehicles shall be performed on association property.

Reference: Mousam Landing Declaration, Page XIV, Section I

12. COMPLAINTS

Complaints should be made in writing to the managing agent and NOT to any board member.

The Board of Directors will act on complaints. If a rule violation is not corrected, a warning letter will be sent to the offending party. If the rule violation does not discontinue within the time allotted by the Board of Directors in the warning letter, the unit owner will be fined not less than \$25.00 per day until the offense is discontinued. Owners will be responsible for any cost, including reasonable attorney's fees, incurred by the Board of Directors to collect the fine.

Failure to pay any charges will occasion a lien on the property.

13. Noise Levels

The volume of televisions, stereos, musical instruments, etc., shall be turned down between 9PM and 8AM, and shall at all times be kept at a sound level which will not annoy the occupants of neighboring units.

14. Insurance

All claims need to go through the managing agent. If in the judgment of the Board of Directors, a claim against the association's insurance policy is due to neglect, malfeasance or abuse by a unit owner or their lessee, said unit owner may be billed for the expense incurred by the association.

15. Trash

With the exception of recyclable items refuse shall be deposited in the dumpster. Containers and paper shall be put in designated bins for pickup by the Town of Kennebunk. All cardboard boxes shall be flattened. Larger cartons have a separate bin.

16. Speed Limit

Extreme caution must be exercised when driving motor vehicles. The speed limit at Mousam Landing Condominiums is 5 miles per hour.

17. Snow Removal Protocol

All vehicles should be parked on the same side of your parking lot (preferably away from the building to allow sidewalks to be shoveled) with the knowledge of an approaching storm. After the snow plow extradition team (the plow company) clears the empty section of your lot, after the storm, please move your vehicle to that section so that they can then plow the other side. If you know you will not be at the complex please leave your keys with a neighbor or friend to move your vehicle for you. Please remember that this is part of being a good neighbor as all will suffer the loss of parking spaces if we don't work together.

