RULES AND REGULATIONS

WILBUR'S WOODS HOMEOWNERS CONDOMINIUM
Brunswick, Maine

The following common rules, regulations and standards of behavior (the "Rules and Regulations") have been adopted by the Executive Board of **Wilbur's Woods Homeowners Condominium** (the "**Condominium**") in order to assure the Unit Owners' the safe and peaceful use and enjoyment of the buildings and the Common Areas of the Condominium. All Owners and their guests are subject to the Rules and Regulations, which are both general and specific and are based on condominium law. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Executive Board.

The Executive Board welcomes constructive input and involvement from any Unit Owner. In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the following Rules and Regulations for the safety, well-being and convenience of all Unit Owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, Bylaws and Rules and Regulations.

1. Right to Peaceful Enjoyment by All Unit Owners. No Unit Owner shall undertake or permit activities or noise inside a building or in a Limited Common or Common Area of the Condominium that interferes with the rights, comfort, security and convenience of other Unit Owners or neighbors abutting the Condominium. This includes actions and noise by the Unit Owner, family members, visitors and tenants.

2. Guests. While visiting the Condominium, guests of Unit Owners shall abide by all aspects of these Rules and Regulations. Unit Owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.

3. Pets.

(a) Except as further provided herein, a maximum of two (2) household pets, being defined as dogs, cats, and birds, are allowed per Unit.

(b) The maximum combined total capacity of fish tanks per Unit is 50 gallons.

(c) Exotic pets, farm animals and wild animals are not permitted.

(d) The following dog breads are considered aggressive and are not permitted: American Staffordshire Terrier, American Bull Dog, and American Pit Bull. The following dog breads are permitted only with the permission of the Board, which shall be subject to the Board's receipt of proof of the owners' personal liability insurance of at least $100,000: Akita, Doberman, Boxer, Chow, and Rottweiler.

(e) Unit Owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the Unit Owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.

(f) All pets must be licensed and inoculated as required by law, and owners must comply with Town of Brunswick ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.

(g) No pet is allowed outside of its Unit except on a leash and under the control of a responsible person.

(h) Owners are responsible for the daily removal of pet wastes from Unit lawns and common lawn or roadway Common Areas.

(i) Damage to Common Area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the Unit Owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

(j) No animal shall be permitted to bark, meow, or make other noises so as to disturb neighbor's rest or peaceful enjoyment of their Unit or the Common Area.

(k) Unless otherwise authorized by the Executive Board, no animal may be tied or leashed outside the Unit at any time. Exterior pet runs and dog houses are permitted only with the Board's permission and upon the Board's determination that the proposed structure is sufficient and does not pose a safety risk to others. Any proposed structure must be tastefully constructed and painted to match the Condominium.

(l) The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets (excepting, however, that each owner shall always be permitted to keep a minimum of two (2) household pets), size, and species, to establish additional behavior requirements or rules regarding the restraint or leashing of animals, and to expel any offending animals from the Condominium.

4. Driveway and Parking Control.

(a) Parking or driving of motorized recreational vehicles on lawns, streets and common areas is prohibited.

(b) Parking is only permitted in the designated parking lots for the Units.

(c) Parking is expressly prohibited in the fire lane that surrounds units 1-21 if the Condominium (the "Fire Lane"). Limited use of vehicles in the Fire Lane for loading and unloading to and from Units is permitted for period no greater than 15-minutes or with the express written permission of the Executive Board to park within the Fire Lane for a designated period of time.

(d) Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.

(c) Recreational vehicles, boats, campers, trailers, and commercial or trade vehicles larger than a regular car, pickup truck, sport utility vehicle or Van, etc. shall not be parked or stored on a Unit's lawn and shall not be parked in an automobile parking area for a period of more than three (3) days without the consent of the Board.

(d) All vehicles on the premises of the Condominium are there at the Owner's risk, and the Association is not responsible for damages.

5. Stormy Weather.

(a) The Board and the snow removal contractor make every effort to ensure that snow is cleared from paved areas and common sidewalks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable. Removal of snow and ice from individual unit walkways is the responsibility of the Association, unless otherwise determined by the Association. The Association shall have the right (without any affirmative obligation), as necessary for maintenance purposes to prevent any damaging accumulations of snow or ice.

(b) All Owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.

(c) In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the Unit Owner/tenant.

(d) During winter months, the Unit Owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from air intake/exhaust fittings; clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; and ensuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your Unit or others. The Unit Owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.

(e) Unit Owners who are away for extended periods of time, particularly in winter, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no storm or cold weather damage has occurred. It is essential that a member of the Board be notified of who has this responsibility and who has authorized access to the Unit.

6. Household Trash.

(a) Garbage, household trash, and recyclables shall be kept in closed containers inside the Owner's Unit home. Trash and recycling shall only be disposed of into the designated dumpster or trash area of the Condominium or such other locations designated by the Board from time to time.

(b) Owners/tenants are responsible for insuring that accumulated trash and recyclables do not create a nuisance in regards to odor, cleanliness, bug infestation, or neatness.

(c) Trash and recycling removal services for the Condominium are only for the removal routine household trash. Larger items are the responsibility of the Owner/tenant and should be disposed of in accordance with the Town of Brunswick ordinances and practices.

7. Video Antennas and Satellite Dishes. One satellite dish or antenna may be permitted to be installed upon an Owner's Unit. Any additional satellite dish or antenna shall require the prior written consent of the Board before being installed.

8. Air Conditioners.

(a) Air conditioning units may remain in place from April through November and must be removed during the winter months.

(b) The Unit Owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

9. General Hazards and Liability of Unit Owners.

(a) Nothing shall be done, kept in any Unit or in any part of the Common or Limited Common Areas that will cause an increase in the insurance premium for the property without the prior written consent of the Board. No Unit Owner shall permit anything to be done, kept in the Unit or in the Limited Common or Common Areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.

(b) Unit Owners shall be liable for the expense of maintenance, repair or replacement of any damage to the Common or Limited Common Areas or to another Unit caused by such Unit Owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a Unit.

10. Hazardous Materials.

(a) It is strongly recommended that Unit Owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, Unit Owners are responsible for appropriate and lawful storage, safekeeping and disposal.

(b) Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.

(c) Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

(d) Spills of fuel oil, kerosene, other hazardous or polluting substances inside a Unit, or on any Common or Limited Common Area (paved or otherwise) shall be reported immediately to the Executive Board.

(e) All removal, remediation and restoration costs associated with a hazardous material spill caused by a Unit Owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the Unit Owner.

11. Yards.

(a) Maintenance of yard's within a Unit boundary are the responsibility of the Unit Owner.

(b) The Association shall have the right, but not the obligation to maintain the landscaping within the first 3 feet of the Unit yards to ensure tasteful landscaping along common area walkways and drives and safety of Owners and visitors of the Condomininum

12. Exterior Decorations.

(a) Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building decor. Simple lighting can be strung on bushes in front of a Unit. No lighted decorations can be attached to the building. No large freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

13. Signs.

(a) "For Sale" signs or other real estate marketing devices are allowed in the Condominium without the approval of the Executive Board.

(b) Realtors may place up to two temporary "Open House" signs on the Common Area on the day of the scheduled Open House, and these signs must be removed immediately after the close of the Open House.

(c) No business or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

14. Solicitation.

(a) There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

15. Information and Emergency Contact.

(a) Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.

(b) All Unit Owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the Unit.

(c) Unit Owners who are away for extended periods of time, either on vacation or because of seasonal use of their Condominium Unit, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who has(ve) this responsibility and who has(ve) access to the Unit.

16. Short-Term or Long-Term Rental of Condominium Units.

Short-Term and Long-Term Rental of Units is not permitted and Homeowner Units shall be maintained as the primary residence of the Owner.

17. Procedures.

(a) Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) shall be communicated to a Board member immediately.

(b) Work requests, suggestions or complaints to the Board shall be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.

(c) Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.

18. Violations of Rules and Policies Including Financial Obligations.

(a) When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the Unit Owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.

(b) In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.

(c) Any Unit Owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.

(d) All Unit Owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an Owner is liable, and unpaid financial obligations, including amounts owing to the Managing Agent for services provided to the Unit, *may become a lien against the violating Owner's Unit* if not satisfied in a reasonable period of time.