WILLOW GROVE
HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

April 25,2024 (Amended)

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Willow Grove Homeowners Association
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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Willow Grove Homeowners Association
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INTRODUCTION

Willow Grove is a Planned Unit Development (P.U.D.) located off McKeen Street one mile west of Maine Street in Brunswick, Maine. Originally constructed starting in 1987, there are 87 semidetached Cape Cod style units organized in clusters on 31 acres of land. While individually owned plots of land are relatively small, they all abut a larger area of lawn, trees, roads, and paths. Much of the beauty of the area is a direct result of initial planning, uniformity of construction and centrally controlled upkeep.

In order to preserve the attractiveness of Willow Grove, all owners, as a condition of their ownership of a unit within Willow Grove, agree to be bound by the provisions of this document.

STATEMENT OF DECLARATION

This Declaration of Covenants, Conditions and Restrictions for Willow Grove is made on the date hereinafter set forth by Willow Grove Homeowners Association, a Maine corporation with a place of business at 88 Willow Grove Road, Brunswick, Maine 04011 (Declarant).

WITNESSETH WHEREAS, The members of Willow Grove Homeowners Association, individually and collectively are the owners of the real property known as Willow Grove, (A Planned Unit Development) in the Town of Brunswick, County of Cumberland, State of Maine. This property is described on a plan made by Brian Smith Surveying, Inc., dated April 23, 1986, and entitled “Final Plan of Willow Grove, a Planned Unit Development” (“The Plan”), including the modifications made by the Stage Plans recorded in the Cumberland County Registry of Deeds. The Plan is recorded in the Cumberland County Registry of Deeds in Plan Book 159, Page 17. This is the same property that was conveyed and described in a deed from Jon A. Carr to Verrier Construction Co. on June 4, 1986 and recorded in Book 7246, Pages 133 and 134, at the Cumberland County Registry of Deeds. There is hereby excepted and reserved from the above described parcel of land, Right of Ways/Easements as detailed on the Plan.

NOW THEREFORE, Declarant now declares that all the properties described above shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions, which are for the purpose of protecting the value and desirability of the property called “Willow Grove.”

The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land, and the same shall inure to the benefit of and be binding upon each and every one of the Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Lot or interest is conveyed shall be

deemed to accept and agree to be bound by and be subject to all the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association.

This Declaration amends and supersedes in its entirety the Declaration made for Willow Grove by Verrier Construction Company, dated November 12, 1986 and recorded in the Cumberland County Registry of Deeds, in Book 7490, Page 186, along with any and all amendments thereto.

ARTICLE I – DEFINITIONS

1. "Association" shall mean and refer to WILLOW GROVE HOME OWNERS ASSOCIATION, its successors and assigns.
2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation. Owners that are entities and not natural persons, such as corporations, trusts and limited liability companies, shall designate in writing to the Secretary of the Association who is the person or persons authorized to exercise on behalf of such Owner the rights of membership in the Association.
3. The "Plan" shall mean and refer to the plan entitled "Final Plan of Willow Grove, a Planned Unit Development" made by Brian Smith Surveying, Inc., dated April 23, 1986, and recorded in the Cumberland County Registry of Deeds Plan Book, 159, Page 17, dated November 19, 1986, as modified by the recorded stage plans.
4. "Property" shall mean and refer to that certain real property hereinbefore described together with any improvements located thereon.
5. "Common Area" shall mean all real property (including the improvements thereon) not shown as lots on the Plan, and are for the private enjoyment of the Owners. Use of common areas shall be in accordance with this Declaration.
6. "Lot" shall mean and refer to the numbered building sites shown upon the Plan of the Property and the areas to the front and rear of, and immediately contiguous to, the numbered building sites.
7. "Unit" shall mean and refer to the dwelling and any accessory structure located on any Lot.
8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property as recorded in the Cumberland County Registry of Deeds.
9. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration, who are the Owners and/or those persons designated by an Owner to exercise the rights of membership.

ARTICLE II – PROPERTY RIGHTS

Section 1. Owners' Rights.

Each Owner and Member shall have the right to use his/her unit exclusively as a single-family residence and the related Common Purposes for which the property was designed. This right may be transferred to such other persons to whom the Unit has been leased in accordance with this Declaration and the By-Laws of the Association. Rules and regulations restricting such use and occupancy are contained in other portions of this Declaration and may be supplemented by the Board of Directors by written directives promulgated to each Member.

In any voluntary conveyance of a Lot, it shall be the duty of the Seller to furnish the Buyer with a copy of this Declaration, the Association By-Laws and the Rules and Regulations as they may from time to time be amended.

Every Owner and Member shall have a right and easement of use and enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. Lot Boundaries. Each lot shall consist of the numbered building sites shown on the plan, together with the areas to the front and rear of, and adjacent to, the numbered sites. Generally the lot boundaries enclose the area fifteen (15) feet in front, thirty (30) feet in the rear and two (2) feet on the side of the unit. The use of the areas shall be for lawn area, including the right to landscape and garden, subject to the provisions of this Declaration, the By-Laws of the Association, and any Rules and Regulations adopted by the Association.

b. Common Areas. The Common Areas and facilities shall be used only for access, ingress and egress to and from the respective Lots by the Members, their lessees, guests, household help and other authorized visitors and for such other purposes as are incidental to the residential use of the respective Lots. The use, maintenance and operation of the Common Areas and facilities shall not be obstructed, damaged or unreasonably interfered with by any Member. The Association and its authorized employees and representatives shall have access to and over the Common Area by virtue of an exclusive easement as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Areas and facilities or any portion thereof.

   In the case of emergency repairs, such right of access shall be immediate and may be exercised without notice to the Owner of adjacent property. Otherwise, the Owner shall be entitled to reasonable notice of the time and purpose of any entry pursuant to this paragraph.

c. Encroachment. If any portion of a Unit encroaches at any time upon any other Unit, another lot or upon any portion of the Common Areas and facilities, as a result of settling of the building, alteration or repair to the Unit made by or with the consent of the Board of Directors, repair or restoration of a Unit after damage by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for as long as it takes to eliminate the encroachment.

Activity associated with construction of any addition to, or repair or maintenance of any unit, shall not extend beyond the boundaries of the lot belonging to the owner of the lot for which the activity is initiated. The Association shall have an easement over all individual lots and units and The Board of Directors may authorize the installation, repair or maintenance of utility lines that traverse private lots or units. Landscaping shall not encroach on lots not owned by the member who plants or installs it except that the Association may establish procedures to authorize private landscaping of common land.

d. Delegation of Use. Any owner may delegate, in accordance with this Declaration, his/her right of enjoyment to the Common Area and facilities to the members of his/her family or his/her tenants who reside on the Property.

Section 2. Association Rights.
Herein spelling out the rights and responsibilities of The Association vis-a-vis The Common Area.

a. The Association shall have the right to dedicate or transfer any part of the Common Area to any public agency, authority, utility, entity, or individual, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, is voted by two-thirds of the Membership and has been recorded in the Cumberland County Registry of Deeds.

b. Notwithstanding the foregoing paragraph, the Association shall have the right to grant approval for permits, licenses or easements over the Common Areas for utilities, roads or other purposes reasonably related to the operation of Willow Grove upon determination by the Board of Directors that such grant is in the best interest of the Willow Grove Development.

ARTICLE III - PARTY WALLS

Section 1. General Rules of Law to Apply.
Each wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.
The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.
If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing.
Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the Elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.
The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.
In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each dispute shall be resolved by means of arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision rendered by a majority of all the arbitrators shall be binding upon the parties.

ARTICLE IV – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.
Each Owner shall be a regular member of the Association, a non-profit corporation organized under the laws of the State of Maine. Membership shall be subject to assessment and appurtenant to the lots. The transfer of title to a Lot shall automatically transfer the regular membership appurtenant to that Lot to the transferee or transferees.

Section 2. Voting.
Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V – COVENANT FOR ASSESSMENTS

Section 1. Obligation of Assessments.
Each Owner of any Lot within Willow Grove, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Regular Assessments.
Each Owner shall pay to the Association, or its authorized representative, his/her proportionate share of the expenses of administration of the association, and maintenance, repair, replacement, administration and operation of the Common Areas, which expenses are hereinafter referred to collectively as "common expenses", and which shall include, but not be limited to: (1) the cost and management of snow removal; (2) maintenance, repair and replacement of the access roads leading from McKeen Street, and driveways, sidewalks, and walkways in front of units except for those which have become the responsibility of Owners pursuant to A-7(d) of the Rules and Regulations; (3) maintenance, repair and replacement of all water, sewer and drainage pipes, equipment and facilities located in the Common Areas, or leading to individual units except underground electrical, telephone and television cables, and natural gas lines, all of which are maintained by the respective utilities; (4) care and maintenance on an as-needed basis of the grounds and any and all detention or retention areas as designated on said Plan; (5) ~~i~~nsurance premiums for policies maintained by the Association, and (6) for monochromatic painting of siding and trim with specific colors for doors and shutters decided by the Board of Directors and on a schedule approved by the Board of Directors. All such **proportionate shares** shall be evenly prorated for each Lot.

Section 3. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Establishment of Annual and Special Assessments.
The annual budget shall be prepared by the Board of Directors and ratified by the Members of the Association. The budgeting process results in the establishment of annual and special assessment requirements to be shared equally by all members.

Section 5. Date of Commencement of Annual Assessments.
The annual assessments provided for herein shall commence for all units on the first day of the month following the approval of the annual Association budget. When there is a change of ownership, the first annual assessment of the New Owner shall be adjusted according to the number of months remaining in the assessment period. The Board of Directors shall fix the amount of the annual assessment against each lot.

Section 6. Payments.
Payment shall be in equal monthly installments and subject to annual review and adjustment. Payments are due on the 1st day of the month for which assessment is being collected. A late payment fee of $50.00 (which fee maybe adjusted by the Board of Directors) will be due immediately upon receipt of written notification issued 10 days after the due date (i.e. 10th of the month). An additional late payment fee will be added to any balance due on the first day of the following month.

In the event of the failure of an Owner to pay such proportionate share when due, the amount thereof together with the late payment fee(s), costs and reasonable attorney's fees, shall constitute a lien on such Owner's Lot, his/her Unit, and on the interest of such Owner in the Common Areas, and such lien shall have the same status as liens established on condominium units under the Maine Condominium Act, Title 33, Chapter 31 of the Maine Revised Statutes, and such lien shall be foreclosed in the same manner provided by law for the foreclosure of mortgages; provided, however, that such lien shall be subordinate to the lien of all prior recorded mortgages on the interest of such Owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to a mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common expenses. The entire unpaid share of the common expenses or Assessments by the Association of Owners chargeable to such Unit which became due prior to the foreclosure, shall become common expenses collectible from all Owners, including such acquirer, his/her heirs, successors and assigns. Such foreclosure shall not release the delinquent Owner from personal liability to the Association for unpaid common expenses.

ARTICLE VI – USE AND OCCUPANCY RESTRICTIONS

Section 1. General Upkeep.
Each member shall maintain his/her Unit in good condition and in good order and repair at his/her own expense; and shall not do or allow anything to be done on his/her Lot or in his/her Unit which may compromise the letter or intent of this Covenant; or increase the rate or cause the cancellation of insurance on other Units or on the Common Areas and facilities, or impact negatively on the general aesthetics of Willow Grove.

Repair and replacement of service utilities, such as water, electricity, telephone, TV Cable and sewer to the Unit, shall be furnished by the Association as part of the Common Expenses. The maintenance of utility cables passing through a Unit or Units, but servicing another Unit or Units, will be under the control of the Association. The Board of Directors may authorize service of such cables and assess the charges to the parties deemed responsible for causing the service to be required. Any encroachment on adjacent units caused by this activity shall be coordinated with, and arranged to cause the minimal inconvenience and cost, to the affected units.

Section 2. Lot Appearance.
Each parcel of land and all improvements thereon shall be maintained by the Owner so as to present a neat and attractive exterior appearance.

a. No junk material, debris, stumps, trash, branches, or similar material shall be stored on the Property.
b. No noxious, dangerous, offensive or unduly noisy activity of any nature or any activity that may be, or may become, an annoyance or nuisance to owners of other land, shall be permitted on any part of the property.
c. No trash, garbage, or other waste shall be kept, except in sanitary containers; and shall be disposed of in a clean and sanitary manner in accordance with rules and regulations promulgated by the Board of Directors or by public authority.

Section 3. Restrictions.
In order to preserve the appearance and value of Willow Grove, the following restrictions shall be adhered to:

a. No boats, house trailers, campers, motor homes, tents or other forms of temporary residence of any type or description shall be kept on the property.
b. No animals other than common household pets, such as cats and dogs, shall be allowed on the property.
c. No external appendages such as Satellite Dishes, Antennae, Solar Panels, Decorative Fixtures or other similar devices and structures shall be permitted on any Lot unless approved by the Board of Directors with recommendation from the Architectural Control Committee.
d. No motor vehicle repairs other than emergency repairs, are to be done or performed anywhere on the Property, except for such repairs which are prepared entirely within a garage; and no storage of non-functioning motor vehicles or parts thereof shall be permitted anywhere on the Property.
e. No commercial activity of any nature shall be permitted on the Property; provided, however, that this restriction shall not prohibit any owner from using his/her Unit as an office or workplace incidental to such Owner's normal occupation so long as direct sales of goods and services to customers visiting the Unit are not involved.

Section 4. Exterior Maintenance.
In the event an owner of any lot in the Property shall fail to maintain his/her lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, then the Association, after approval by a three-fifths (3/5ths) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the lot and the exterior of the Unit and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject. Said maintenance obligation includes the obligation to maintain the exterior of all Units or structures in a manner reasonably satisfactory to the Board of Directors. and in a manner which shall preserve the value and appeal of Willow Grove.

ARTICLE VII – ARCHITECTURAL AND LANDSCAPE CONTROLS

In order to preserve the attractive appearance of Willow Grove and to maintain the value of all units, various Architectural and Landscape regulations and standards must be adhered to by all unit owners.

Section 1. Architectural Controls.
A standing committee, appointed by the Board of Directors and composed of three (3) or more unit owners, shall review any proposed additions to or alterations (including exterior paint and stain) of any building, fence, wall or other structure within unit property lines.

No such addition, change or alteration shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, material and locations of the same shall have been submitted in writing by the owner to the Committee and a favorable response obtained. The Committee will review such items as to the harmony of external design and location in relation to surrounding structures and topography, as well as other considerations depending on the content of the request. A response to each such proposal shall be provided by the Committee within 30 days after the proposal has been received.

Section 2. Landscape Controls.
The Board of Directors shall appoint a committee, of at least three (3) unit owners, which shall review any proposed significant landscape changes. Plans for significant landscape changes within unit lines, or any change outside these lines, must be submitted in writing to the Landscape Committee, provided, however, that any unit owner's request to trim or remove any tree on his/her property must be submitted to the Board of Directors for consideration. Such changes may not commence until approval is granted.

Each unit owner is expected to maintain the shrubs, appropriate plantings and gardens that are within the owner's lot. Any landscaping that is not maintained will be subject to correction by a contractor, hired by the Directors, at the owner's expense.

All gardens and shrubs must be positioned in such a way as to not interfere with mechanized grounds maintenance.

These rules apply to the area within each lot's lines as well as the Common Areas adjacent to the lot.

ARTICLE VIII – INSURANCE AND RELATED MATTERS

Section 1. Owner Responsibilities.

a. Property Insurance. In accordance with the rules and regulations promulgated by the Association through its Board of Directors, each owner shall, at his/her own expense, maintain Homeowners insurance on his/her lot and unit, including any additions and improvements thereto, and decorations, furnishing and personal property therein. This insurance policy shall include coverage for Personal Liability. Upon request of the Board of Directors, but not less than annually, each Owner shall provide the Board of Directors with a certificate or copy of an insurance policy demonstrating that this requirement has been complied with.

b. Damage to Common Area. If due to the negligent act or omission of an Owner or of a member of his/her family or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Unit or Units owned by others, and maintenance, repairs or replacements shall be required which are not covered by insurance and which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

Section 2. Association's Responsibilities.

a. Property Insurance. To the extent that there are any insurable structures constituting Common Property, the Board of Directors shall obtain insurance on the Common Property against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils covered by the standard "all risk" endorsement for 100% of the current replacement cost of the Common Property, excepting land, foundations, excavations or other items that are usually exempted from insurance coverage.

b. Liability Insurance. The Board shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, Board of Directors, and Managing Agent, if any, from liability in connection with the Common Areas. Such policy shall provide coverage of at least one million dollars ($1,000,000.00) for bodily injury and property damage for any single occurrence resulting from the operation, maintenance or use of the Common Areas and coverage for any legal liability resulting from law suits related to employment contracts in which The Association is a party. Such policy shall provide for at least ten (10) days' written notice to the Board of Directors before the insurer can cancel or substantially modify it.

c. The Directors' Liability. The Board of Directors shall obtain Liability Insurance in the amount of one million dollars ($1,000,000.00) to indemnify the Directors and Officers for any losses in managing the Association's affairs.

d. Workers' Compensation. The Board of Directors shall ensure that all workers who perform work for the Association shall be covered by Workers' Compensation Insurance.

e. Fidelity Bond Coverage. The Board of Directors shall obtain Fidelity Bond coverage for all persons authorized to handle, or be responsible for, funds held or administered by the Association. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to one hundred per cent (100%) of the checking balances on hand as of the last annual financial report.

ARTICLE IX – MANAGEMENT

Section 1. General.
The Willow Grove Homeowners Association, a non-profit and non-stock corporation, is duly organized under the laws of the State of Maine. The Association shall be the governing body for all of the owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Declaration and the By-Laws. The Association, as a corporation, shall cover all operations expenses with duly collected assessment fees and shall maintain a complete set of books, recording such receipts and expenses.

Section 2. Operations.
The management of Willow Grove is overseen by the elected Board of Directors of the Association and guided by the provisions of this Declaration and the By-Laws.

In the event consideration is given to securing professional management of Willow Grove, it will be necessary to get consent by vote or written approval of sixty-seven percent (67%) of the membership. Such professional management shall be secured by written contract and shall be accountable to the Board of Directors.

Section 3. Working Capital.
An operating fund shall be maintained by the Association for the operation and maintenance of the common areas and facilities. The Operating Fund shall have funds adequate for two (2) months' cash flow requirements, as determined by the Board of Directors.

Section 4. Entry Fee.
Upon the conveyance of any Lot, an entry fee shall be paid to the Association by the purchaser. The amount of the Entry Fee shall be voted on annually at the Associations Annual meeting. Such Entry Fee shall constitute an assessment against the transferred lot.

Section 5. Capital Reserve Fund.
An adequate Reserve Fund for replacement of those common areas and facilities, which must be replaced on a periodic basis, shall be established and shall be funded by regular monthly rather than by special assessments, except when special circumstances require the use of special

assessments. Money in this fund is to be maintained in a separate bank account and not co-mingled with other funds.

Section 6. Audited Financial Statements.
The Association shall have an-financial statement prepared and reviewed each year in accordance with generally accepted accounting principles.

ARTICLE X – MORTGAGE HOLDERS

Section 1. Any holder of a first mortgage of a Unit will, upon request, be entitled to inspect the financial books and records of the Association upon the same terms and provisions as the Owner of such Unit could inspect the books and records.

Section 2. A holder of a first mortgage of a Unit shall, upon written request, be entitled to written notification from the Board of Directors of:

1. Any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the By-Laws which has not been corrected within thirty (30) days.
2. Any event of substantial destruction to or condemnation or governmental taking of such Unit or any portion of the Common Areas and facilities.
3. Any lapse or modification of insurance or fidelity bond coverage.
4. Any proposed amendment of this Declaration or of the By-Laws.

Such notifications are subject to the requirement that such holder of a first mortgage shall have notified the Board of Directors in writing of its mortgage and the Unit to which it applies, shall have provided a correct address to which such notice may be sent by regular USPS mail service, and shall have confirmed the continuing existence of its said mortgage and the accuracy of its address information in writing to the Board of Directors at least annually.

Section 3. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit shall promptly report to it any then-unpaid Assessments due from, or any defaults by, the Owner of the mortgaged Unit.

Section 4. The Board of Directors, when giving notice to an Owner of a default in paying Assessments or other violation of the provisions of this Declaration, the By-Laws, or rules and regulations, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Board of Directors.

Section 5. Documents.
The Association shall make available to Owners, prospective purchasers, lenders and the holders, insurers, and mortgagers of any Unit, current copies of the Declaration, By-Laws and Rules and Regulations governing the Association, and financial statements of the Association. This

requirement may be satisfied by making the documents available for inspection. If copies are requested, the Board of Directors may, but shall not be obligated to, make them available at a reasonable charge.

ARTICLE XI - LEASING

Section 1. General.
Subject to the limitations set forth herein, any Member may lease his/her Unit. Any lease agreement shall include an addendum, in a form specified by the Association, which provides that the lease is subject to all of the provisions of this Declaration, the By-Laws, and the Rules and Regulations of the Association and also provides that failure by the Lessee to comply with the terms of such documents shall be a default under such lease.

Family Leases defined as a lease where no owner is residing in the unit and it is being lived in by family of the owner or owners. Family is defined as parent, child, grandparent , niece, nephew or sibling of the owner , spouse or Domestic Partner of the owner regardless if any rent is being paid or not. Family leases must follow the requirements of regular leases.

Section 2. Restrictions.
a. The homeowner shall notify the Board of Directors when a Unit is to be leased.
b. No Owner shall be permitted to lease a Unit for transient or hotel purposes, and no owner may lease less than his/her entire Unit.
c. All leases shall be in writing and shall be for a term of not less than six months.
d. A copy of the lease of any Unit shall be delivered to the Board of Directors within seven (7) days of its execution. The copy provided to the Board need not disclose the total rent nor monthly rent amount of such lease, but must include name(s) and contact information of lessee.
e. The subleasing of any Unit is not permitted.
f. Any lease that does not comply with the requirements of this Article is invalid.

ARTICLE XII – GENERAL PROVISIONS

Section 1. Arbitration.
Matters of dispute or disagreement between owners, or with respect to interpretation of application of the provisions of this Declaration or the By-Laws, shall be determined by the Board of Directors, which determination shall be final and binding on all Owners.

Section 2. Real Estate Taxes.
Real estate taxes are separately taxed to each Owner for his/her Unit and Lot. The Assessment includes the Owner's one eighty-seventh (1/87th) undivided interest in the Common Areas and

facilities. The Association does not pay any real estate taxes, since it holds no title to any real property.

Section 3. Utility Charges.
Each Owner shall pay for his/her own telephone, water, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utility bills for servicing the Common Areas shall be treated as Association expenses.

Section 4. Severability.
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Enforcement.
Each Owner shall comply strictly with the Declaration, the By-Laws, and with the administrative rules and regulations adopted pursuant thereto.

Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association of Owners, or, in a proper case, by an aggrieved Owner. An aggrieved Owner shall have the right of action against the Association for failure to comply with the Declaration, the By-Laws, any rules and regulations duly adopted.

No Owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, rights, appurtenances or other hereditament consisting of Common Areas and facilities without the unanimous consent of all other Owners.

Section 6. Eminent Domain.

a. If a Lot or Unit is acquired by eminent domain, or if a part of a Lot is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, any award therefore shall be paid to the Owner as compensation for his/her Lot or Unit. Upon acquisition, unless the decree otherwise provides, that Owner's membership in and obligations to the Association shall cease and his/her percentage of contribution to Common Expenses shall be re-allocated to the remaining Lots in proportion to the respective liabilities of those Lots before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Lot remaining after part of a Lot is taken under this subsection shall be thereafter a Common Area, and the Owner shall deliver a deed thereof to the Association.

b. Except as provided in subsection (a.) herein above, if part of a Lot is acquired by eminent domain, any award therefor shall be paid to the Owner as compensation for the reduction in value of the Lot. The Owners' allocation of voting rights and Common expense liability shall remain unchanged.

c. If a part of the Common Areas or facilities is acquired by eminent domain, the Association shall be a party to any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association and its mortgagees as their interests may appear. The Association may, at the option of the Board of Directors, divide any portion of the award not used for restoration or repair of the remaining Common Areas or facilities among the owners in proportion to their respective Common Expense liability.

d. The court decree shall be recorded in the Cumberland County Registry of Deeds.

e. Nothing in this Declaration or the By-Laws, rules or regulations of the Association shall be deemed to give the Owner or any other party priority over any rights of a first mortgagee of a Lot pursuant to its mortgage documents in the case of a distribution to such Owner of condemnation awards for the taking of Lots, Units, and/or Common Areas and facilities.

ARTICLE XIII - AMENDMENTS

This Declaration may be amended by a vote, or by written approval of the Owners of Lots to which sixty-seven percent (67%) of the votes in the Association are allocated and written approval from eligible mortgage holders, defined as being those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of mortgage holders, representing fifty-one percent (51%) of the votes allocated to Lots that are subject to mortgages held by eligible holders.

IN WITNESS WHEREOF, the said WILLOW GROVE HOMEOWNERS ASSOCIATION,

Has caused this instrument to be signed and sealed in its corporate name

By_____, Its _____

Thereunto duly authorized, this (date) _____

WITNESS:
WILLOW GROVE HOMEOWNERS ASSOCIATION

_____ By _____

STATE OF MAINE, CUMBERLAND, ss _____

Personally appeared before me the above named _____

_____, _____ of said Corporation as aforesaid, and acknowledge the foregoing instrument to be his/her free act and deed in his/her said capacity and free act and deed of said Corporation.

Before me,

_____
Notary Public [seal]

WILLOW GROVE
HOMEOWNERS ASSOCIATION

BYLAWS

April 25,2024 (Amended)

Willow Grove Homeowners Association

BYLAWS

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Willow Grove Homeowners Association

BYLAWS

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Willow Grove Homeowners Association
BYLAWS

ARTICLE I – Name and Location

The name of the corporation is WILLOW GROVE HOMEOWNERS ASSOCIATION, hereafter referred to as the Association. The principal office of the corporation shall be located at Brunswick, Maine, but meetings of members and directors may be held at such places within the State of Maine, County of Cumberland or Sagadahoc, as may be designated by the Board of Directors.

ARTICLE II - Definitions

Section 1. "Association" shall mean and refer to WILLOW GROVE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation. Owners that are entities and not natural persons, such as corporations and limited liability companies, shall designate in writing to the Secretary of the Association who are the person or persons authorized to exercise on behalf of such Owner the rights of membership in the Association. The trustees of any trusts that are Owners shall also so designate the person or persons who shall exercise the rights of membership.

Section 3. "Property" shall mean and refer to that certain real property described in the Willow Grove Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) not shown as numbered building sites on the recorded plan and is dedicated as open space for the private enjoyment of owners of Lots in Willow Grove and shall remain as open space in perpetuity.

Section 5. "Lot" shall mean and refer to those numbered building sites shown upon the recorded subdivision map of the Property.

Section 6. "Declarant" shall mean and refer to the Willow Grove Homeowners Association.

Section 7. "Unit" shall mean and refer to the dwelling and any accessory structure located on or about any Lot.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Cumberland County Registry of Deeds.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, who are the Owners and/or those persons designated by an Owner to exercise the rights of membership.

ARTICLE III – Meeting of Members

Section 1. Annual Meeting.
The Annual Meeting of the members shall be held each year at a specific date, time, and place to be set by the Directors. The Annual Meeting may be held electronically or by mail if deemed necessary by the Board of Directors.

Section 2. Special Meetings.
Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of twenty two of the members who are entitled to vote and such special meetings shall meet the requirements of Sections 3, 4, 5,and 6 of this Article.

Section 3. Voting.
One vote in the Association is allocated to each Unit and may be cast by any Owner of that Unit or any Member to whom the rights of membership have been delegated. If more than one Owner or Member of a Unit is entitled to vote, then the vote shall be cast as directed by the majority of the persons entitled to vote. If no majority can agree, then the vote shall not be cast. Any requirement that a matter be decided by a certain number or percentage of votes always refers to the votes themselves and not to the number of persons entitled to cast them. For example, a requirement for the approval of a certain number of members means the approval of members entitled to cast that number of votes.

Section 4. Notice of Meetings.
Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least (15) days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting. All such notices may alternatively be sent via email or similar electronic communications, provided that the member to whom the notice is sent has provided an email address to the Secretary.

Section 5. Quorum.
The presence at the meeting of members entitled to cast, or of proxies entitled to cast **one**-half (1/2) of the votes of membership shall constitute a quorum for any action except as otherwise

provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members present, either in person or by proxy, shall have power to recess the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6. Proxies.
At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.

ARTICLE IV – Board of Directors

Section 1. Number.
The affairs of this Association shall be managed by a Board of five (5) Directors, all but one of whom must be members of the Association.

Section 2. Term of Office.
At each annual meeting the members shall elect one (1) or two (2) directors for a term of three (3) years.

Section 3. Removal.
Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation.
No Director shall receive compensation for any service she/he may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting.
The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and such action shall be included in the following Directors meeting minutes.

ARTICLE V – Nomination and Election of Officers

Section 1. Nomination.
Nomination for election to the Board of Directors shall be made by a Nominating Committee.

Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members, except that one member of the Board of Directors may be a non-member.

Section 2. Elections.
Election of the Board of Directors shall be by open vote of the members unless there is a contested race, at which time there will be a secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI – Meetings of the Directors

Section 1. Regular Meetings.
Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.
Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum.
A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by the votes of at least three of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Participation by telephone or similar communications device counts as being present at a meeting of the Board of Directors.

ARTICLE VII – Powers and Duties of the Board of Directors

Section 1. Powers.
The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs which are recorded in the Board Directors meeting minutes which are available on the Association's website.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:
   1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
   2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
   3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
(g) cause the Common Area to be maintained.

ARTICLE VIII – Officers of the Board and Their Duties

Section 1. Enumeration of Officers.
The officers of this Association shall be President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.
The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

Section 3. Term.
The officers of this Association shall be elected annually by the Board and each shall hold office for three (3) years unless she/he shall resign sooner, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments.
The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.
Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.
A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices.
No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.
The duties of the Officers are as follows:

President
The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments.

Vice-President
The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary
The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; keep all records of requests for and judgments of changes to Unit or Lot in "Unit Files"; cause the official records of the Association, including Declaration of Covenants, Conditions, and Restrictions, By-Laws, Rules and Regulations, written and e-mail correspondence of the Board of Directors and permanent and temporary committees, to be kept at one central location; and shall perform such other duties as required by the Board.

Treasurer
The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual ~~audit~~ review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular Annual Meeting and deliver a copy of each to the members.

ARTICLE IX - Committees

The Board of Directors shall appoint an Architectural Control Committee and a Landscape Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X – Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. Also, the Rules, the Declaration, and By-Laws of the Association may be found on the Willow Grove website.

Willow Grove Homeowners Association
BYLAWS

ARTICLE XI - Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, a late payment fee of twenty-five dollars ($25.00) will be added to the monthly assessment and is due immediately upon receipt of written notification issued ten (10) days after the due date. An additional twenty-five dollar ($25.00) late payment fee will be added to any balance due from the first of the following month. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his/her Lot.

ARTICLE XII – Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: WILLOW GROVE HOMEOWNERS ASSOCIATION.

The Corporate Seal shall reside with the President of the Association at his/her residence and be made available to Directors as needed.

ARTICLE XIII - Amendments

Section 1. These By-Laws may be amended, at a regular, or special meeting of the Members, in accordance with the provisions set forth in Article XIII of the Declaration, including the requirements for mortgagee approval set forth therein.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control.

ARTICLE XIV - Miscellaneous

The fiscal year of the Association shall begin on the first day of April each year and end on the 31st day of March the following year.

Willow Grove Homeowners Association
BYLAWS

POSTSCRIPT

1. These Willow Grove By-Laws have been updated for the use of homeowners and residents of the Willow Grove community.

2. This document was prepared by the Document Review Committee:

Donald Gerrish
Liz Newman
Bill Bannon
Carolyn Wollen
Ron Condon

3. This document was approved by the 2023-2024 Board of Directors and approved at the April 25, 2024 Annual Meeting.

Beth Levesque, President
Donald Gerrish, Vice President
Steve Belanger, Secretary
Carolyn Wollen, Treasurer
Jim Low, Officer at-large

4. Any questions or suggested changes to the Rules should be submitted in writing to the Board of Directors, stating the Rules topic and location, the suggested change(s), and explanation of suggestion(s) with appropriate background.

5. All homeowners and residents are responsible for maintaining the accuracy of this document in their possession by inserting updates issued by the Board of Directors.

6. The information in this document is also located on the Association's website, for reference by both residents and non-residents.

_____ _____

Signature of President *Date*



RULES AND REGULATIONS

WILLOW GROVE HOMEOWNERS ASSOCIATION

April 19, 2018

Willow Grove Homeowners Association

RULES AND REGULATIONS

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Willow Grove Homeowners Association

RULES AND REGULATIONS

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INTRODUCTION TO RULES AND REGULATIONS

A. Willow Grove is a Planned Unit Development (P.U.D.), not a condominium or assisted living community. The community is managed by a volunteer Board of Directors, assisted by Committees of volunteers. Homes are individually owned, and homeowners are responsible for the care and upkeep of both the inside and outside of their unit except exterior painting. Homeowners are expected to maintain the attractiveness of their unit's plantings and appearance.

B. Homeowners at Willow Grove enjoy the opportunity of living in an attractive community. Much of the beauty of the area is a direct result of initial planning, uniformity of construction and centrally controlled upkeep. Because homes are in close proximity to one another, the community was established with a variety of covenants, conditions, rules and regulations for the purpose of maintaining harmony and protecting the owners' investments – both in their own properties and in the common grounds. This document is a compendium and expansion of requirements set out in the Declaration of Covenants, Conditions, and Restrictions (DCCR) and the Association By-Laws. The Rules and Regulations are enacted and enforced by the Board of Directors.

C. There is a monthly assessment fee for each homeowner, which pays all annual Operating expenses and deposits to the Reserve Fund. A portion of the assessment is placed in the independent cooperative Painting Fund for exterior painting of each unit.

D. By acceptance of a deed to a unit in Willow Grove, each homeowner becomes a regular member of the Willow Grove Homeowners Association (WGHOA) and is deemed to accept and agree to be bound by, and subject to, all the provisions of the DCCR, the By-Laws, and the Rules and Regulations of the Association.

E. The goal of the decisions of the Board of Directors is to satisfy individual owner's preferences while protecting the overall well-being of the community.

F. If an owner or resident has a question concerning the applicability, meaning or intent of any rule, that person shall contact the President of the Board of Directors. Likewise, if an owner feels an additional rule(s) is warranted, such a concern(s) should be addressed to the Board of Directors.

EXPECTATIONS FOR WILLOW GROVE VOLUNTEERS

A. Willow Grove Homeowners Association is managed by a volunteer Board of Directors and volunteer Committees. The success of the Association depends on willingness of all volunteers to work together to make Willow Grove the special place we all call home.

B. As we are all volunteers it is important that we understand what is expected from each of us as we interact with each other, particularly in group meetings where ideas and opinions are shared in civil discourse to reach a common goal.

C. The following are the expectations for Willow Grove volunteers:
   1) Treat all individuals with respect, dignity and worth.
   2) Allow all opinions to be expressed and listen to all views.
   3) Express disagreement with ideas not individuals.
   4) Refrain from abusive and profane language.
   5) Try to reach consensus on issues but if unable then majority rules.
   6) Arrive at meetings prepared and on time.

D. If any volunteer feels that the above norms have not been followed please contact any member of the Board of Directors with your concern. The Board will investigate the concern and deal with the issue as necessary including removal of a volunteer from a committee.

ARCHITECTURAL CONTROL



A-1. Introduction to Architectural Control

a) The purpose of the Architectural Control Committee is to oversee requests for proposed additions or alterations to the exterior of any building, fence, or other structure in order to maintain the architectural harmony and consistent appearance of the houses at Willow Grove, and to consider the impact on neighbors' sight lines, privacy, and quality of life.

b) All architectural requests shall be made in writing to the Architectural Control Committee with appropriate sketches or diagrams, **prior** to commencing any work and prior to application to the town for a building permit.

i. When the Architectural Committee receives any request for approval, a copy of the request will be sent to abutting unit owners informing them of the proposed project and giving them a time frame to provide input on the proposed project to the Committee and applicant if so desired.

ii. The Architectural Committee shall do a site visit on all requests and shall take into consideration any input from abutters before any final decision is made. If any issues arise with an abutter concerning the project, the Architectural Committee will work with the applicant and abutter to resolve any issue before making a final decision.

iii. Any appeal of a decision of the Architectural Committee must be made within five (5) days of the decision of the Architectural Committee. The appeal must be in writing to the President of the Board of Directors with copies to the Architectural Control Committee and either the applicant or abutter. The project is placed on hold for thirty (30) days from the date the President receives the appeal, and the Board must make a decision on the appeal within those thirty (30) days or the appeal is considered approved.

c) An Architectural Change Application form (PDF) is available on the Willow Grove website.

d) Any request for an ***exception*** to any Architectural Rule shall be decided by the Board of Directors with recommendation from the Architectural Control Committee. The Board shall notify homeowner of the decision.

e) If any exterior cable wiring is being redone by Comcast or other provider, homeowner should notify the Board before any work is started.

f) Copies of all Architectural requests and associated rulings shall be placed in the appropriate Unit file maintained by the Board Secretary.

ARCHITECTURAL CONTROL - 2

A-2. Additions to House

a) For additions to the house, preliminary plans for construction, materials, and location must be submitted to the Architectural Control Committee for approval prior to applying to the Town of Brunswick for a building permit. An Architectural Change Application form (PDF) is available on the Willow Grove website.

b) All plans must meet Town of Brunswick building codes.

c) Upon receipt of the building permit, final plans must be submitted to the Architectural Control Committee. These plans must include:
   i. Final plans showing construction, material and location for addition.
   ii. A schedule or time frame required to complete the exterior of the addition, including the painting. It is not necessary to include a schedule for interior completion.
   iii. A copy of the building permit and any other paperwork received from the Town of Brunswick.

d) Material, construction and color must match that of the unit to which the addition is being attached.
   i. Structural additions may be made only to the back of the unit within the boundary of the owner's property.
   ii. Such additions may not exceed a single story.

e) No free-standing structures, such as storage sheds, are allowed. A storage space may be built onto the back of the garage if the space and location are appropriate. Regular approval procedures apply.

f) Any addition to a house will be evaluated with consideration to impact on neighbors' sight lines, privacy, and quality of life.

A-3. Air Conditioners/Heat Pumps

a) Installation of air conditioners in windows is allowed, but appliance must be removed between October 15 and May 15.

b) For split systems (air conditioning/heating, heat pumps), outdoor components shall only be permitted in the back of a house.

c) With split systems (air conditioning/heating, heat pumps), exterior wiring and tubing must be covered, and covers painted the same as the house siding or the trim, as appropriate.

d) Regular approval procedures apply for all heat and air installations.

ARCHITECTURAL CONTROL - 3

A-4. Compliance Check

a) The Architectural Control Committee will perform a compliance check of each project within thirty (30) days of that project's completion date and report its findings to the Board of Directors. In so doing, it is understood that any member(s) of this committee is/are acting on behalf of the Board of Directors during the time that the physical check is being performed.

b) In order to establish a completion date for each project, the following statement will be stipulated on each approval granted: "Any work not completed by__(date)__ will be considered an abandoned project, and as such will require submission of a new request, unless a time extension is requested in writing and granted in writing by this committee." *(The blank will be filled in on each request with a date deemed reasonable by the committee.)*

c) In order that the Homeowner understands that a compliance check will be done and he/she is giving tacit approval for such an inspection, the following will be stipulated on each approval granted: "This project approval is granted with the stipulation that, by virtue of commencement of the project, you thereby give consent to members of the Architectural Control Committee to perform an on-site, external inspection of this project. The purpose of the inspection will be to check for compliance with established guidelines and with your request as approved."

d) If at any time during construction, the project is not in compliance with the Architectural Rules, the homeowner will be given notification of the violation, and requested to stop construction. A written copy of the violation will be given to the homeowner as a follow-up.

A-5. Decks

a) Decks may be constructed only in the back of the unit and must not extend beyond the boundary of the owner's property.
b) Plans for construction, materials, and location on property must be submitted **in writing** to the Architectural Control Committee for approval **prior** to the start of construction. An Architectural Change Application form (PDF) is available on the Willow Grove website.
c) Preliminary plans for construction, materials, and location should be submitted to the Architectural Control Committee for approval prior to applying to the Town of Brunswick for a building permit.
d) Regular approval procedures apply.

ARCHITECTURAL CONTROL - 4

A-6. Dormers

a) Dormers shall match the design of existing dormers in Willow Grove.

b) A building permit must be obtained in order to comply with Town of Brunswick building codes.

c) Once a building permit has been obtained, final plans must be submitted to the Architectural Control Committee for consideration. These plans must include:
   i. A copy of the building permit and any other paperwork issued by the Town of Brunswick.
   ii. Final plans showing construction, materials, and location of the dormer.
   iii. A schedule or time frame required to complete the exterior of the dormer.

d) Regular approval procedures apply.

A-7. Driveways and Walkways

a) The driveway and front walkway at each unit are included in the Association's budgeted landscape contract for snow removal and the paving contract for maintenance.
b) Any change to the driveway or walkway surface or location must be requested of the Board, as it would be an ***exception*** to standard practice and general appearance.
c) Any change to the walkway surface must include solid material that will not interfere with lawn maintenance equipment or snow removal.
d) Any change to the walkway approved by the Board will become homeowner's responsibility for payment, maintenance, and removal.

A-8. Fences



a) May be erected only at the back of a unit.
b) Are restricted to a maximum height of 6 feet.
c) Are not to exceed the boundary of the owner's property.
d) Will be maintained by owner.
e) Must be stockade style, wood, unfinished or unpainted.
f) Natural barriers, such as trees and shrubs, are recommended as screens or fences, to help maintain the community's natural, open appearance.

ARCHITECTURAL CONTROL - 5

(A-8. Fences)

g) Maintenance of any yard which is completely enclosed by a fence shall be the responsibility of the homeowner, unless an opening or openings with a minimum of five feet is/are provided for access by lawn machinery. The determination of the number of openings will be made by the Architectural Committee based on the need for a pass-through for lawn maintenance.

h) A fenced yard with animals must have a gate that may be opened from the outside for access of lawn machinery. Homeowners are responsible for securing their animals inside their home during contracted yard maintenance. *Also see Pets, #T-14, below*.

i) To install a new fence or change any existing fencing, the homeowner must submit a request in writing to the Architectural Control Committee. No change may be made in style, height, color, or location without approval.

j) When installing or replacing any fence or fence section, the finished surface of the fence must face to the outside.

k) Regular approval procedures apply.

l) *Also see Shrubs, #L-9, below.*

A-9. Rain gutters and downspouts

a) Must be aluminum, vinyl, or wood.

b) Must be color-matched to the unit trim.

c) Downspouts must empty onto owner's property.

d) Regular approval procedures apply.

A-10. Roof Shingles and Skylights

a) Replacement **roof shingles** must match the existing roof shingles, which are "Three-tab Certainteed, TX25, Color, Slate Gray."

b) This specific brand and color are used to help maintain the consistent appearance of homes in Willow Grove.

c) For installation of **skylights**, the quality, size, style, and placement must be of the type presently existing on homes in Willow Grove.

d) Regular approval procedures apply.

A-11. Siding

a) Replacement siding shall be of a solid material with a non-patterned plain surface.

b) Replacement siding shall be primed and painted within thirty (30) days of completion of that construction.

c) Wood siding shall be primed before installation and painted to match the cluster color immediately after installation.

d) Other siding material shall be factory painted to closely match the cluster color and finish painted immediately after installation to match the cluster color.

ARCHITECTURAL CONTROL - 6

(A-10. Siding)

e) Siding other than wood shall be installed by a factory-trained and approved contractor and shall strictly follow the manufacturer's installation instructions.

f) Vinyl and aluminum siding are unacceptable.

g) Regular approval procedures apply for non-wood siding.

A-12. Storm Doors

a) Replacement doors may be white or the same color as the front door.

b) Must be plain and simple in style with no grille work.

c) A self-storing storm door is recommended.

A-13. Water System - Household

a) See photograph for *Household Water System, #A-15*, below.

b) *Also see Alarms, #T-1, below*.

A-14. Windows

a) Replacement windows must match the size and style of the windows being replaced.

b) Replacement windows made of wood or vinyl clad wood or all vinyl are acceptable.

c) It is recommended that replacement windows have grids to simulate individual glass panes, particularly on the front of the house. This architectural feature is in keeping with the original plan of Willow Grove and of Cape Cod style houses in general and will add value to the house.

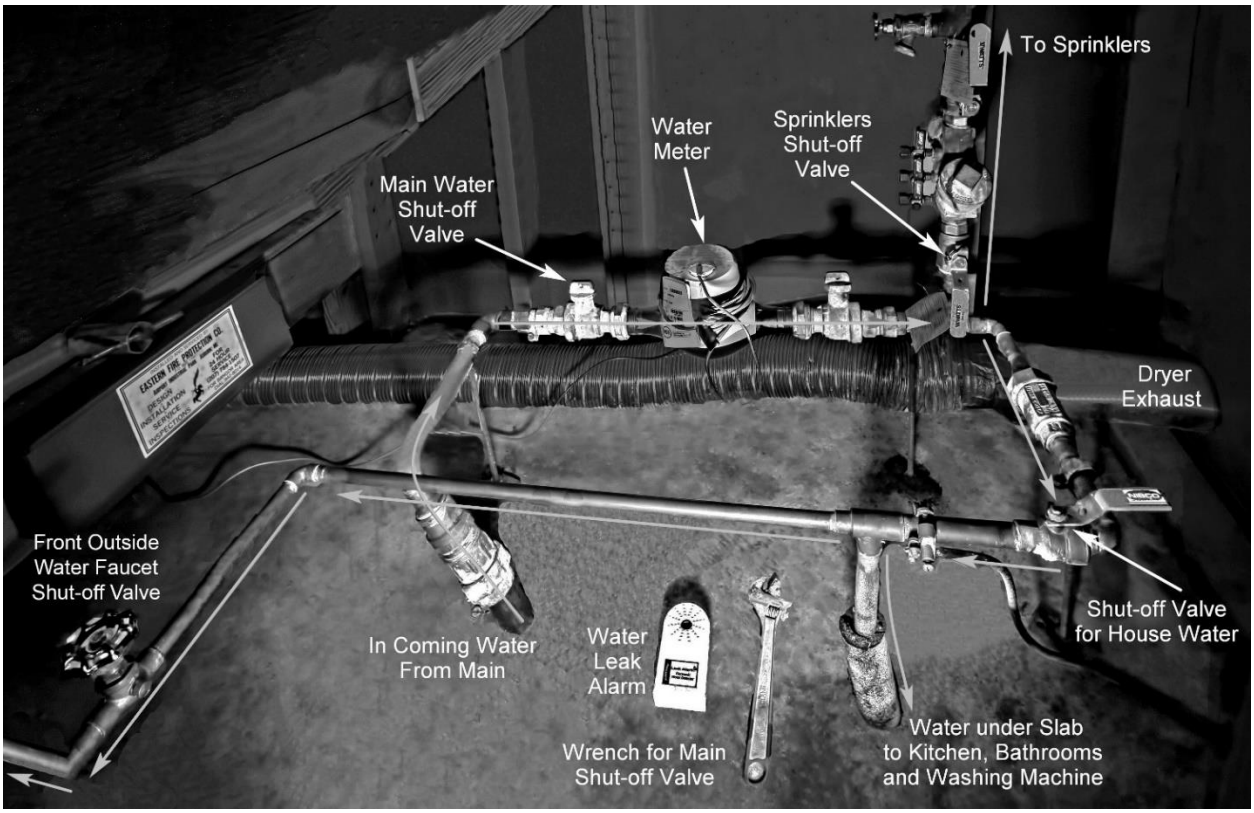
A-15. Photograph: Household Water System

a) Access to plumbing under the stairs is through the access panel in the larger 1st floor bedroom. It is highly recommended that access to the panel not be blocked by furniture.

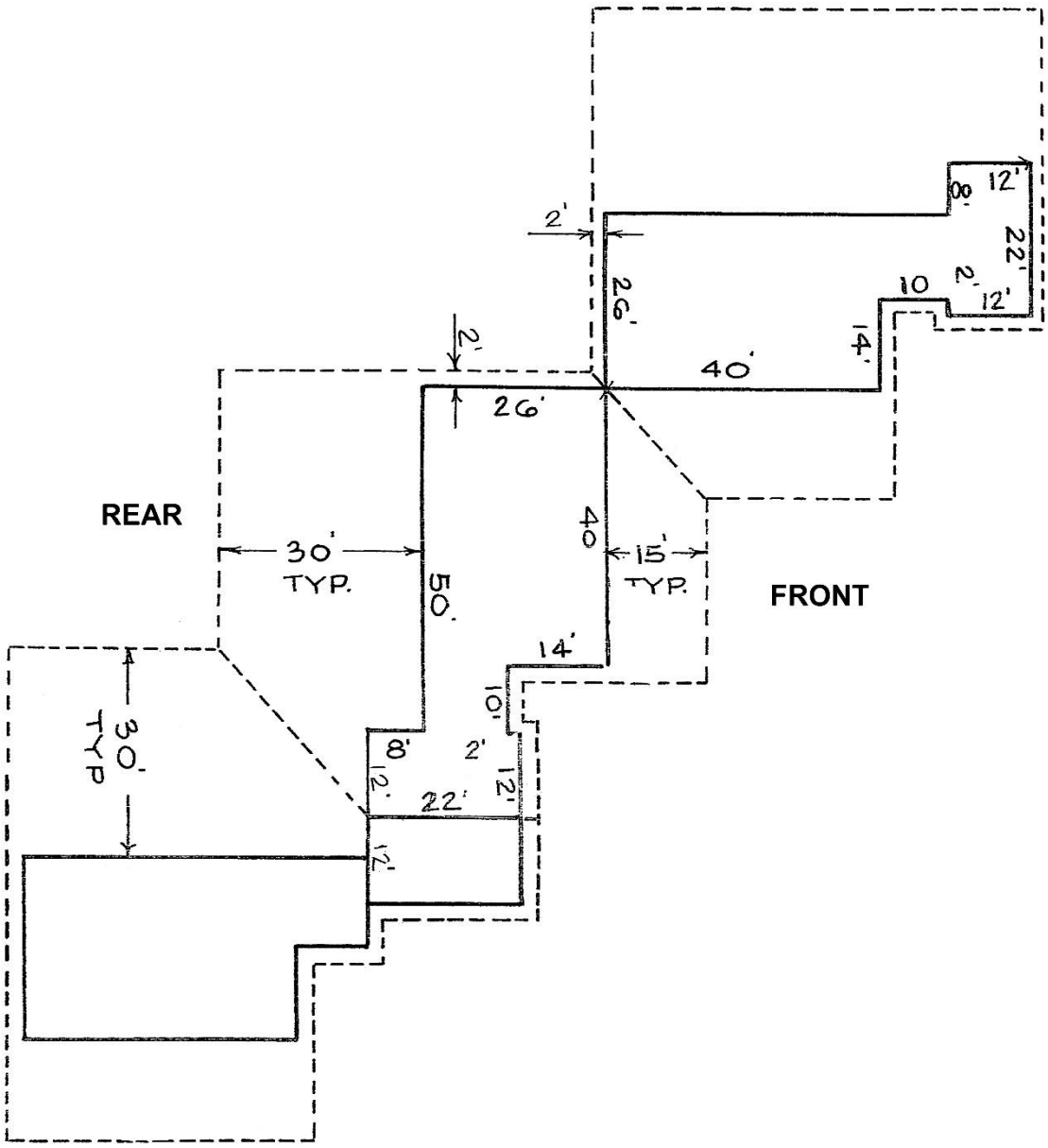
b) It is highly recommended that a **water leak alarm** and a **wrench** for the main shut-off valve be placed in the plumbing compartment under the stairs. A water leak alarm is also recommended on the floor near the clothes washer, dryer and hot water heater.

c) Water to sinks or toilets can be shut off by valves under each fixture. The **Shut-off Valve for House Water** under the stairs will shut off water to the entire house **except** for the sprinklers and 1st floor toilet. The **Maine Water Shut-off Valve** ahead of the **Water Meter** will shut off water to the entire house **including** the sprinklers and toilets.

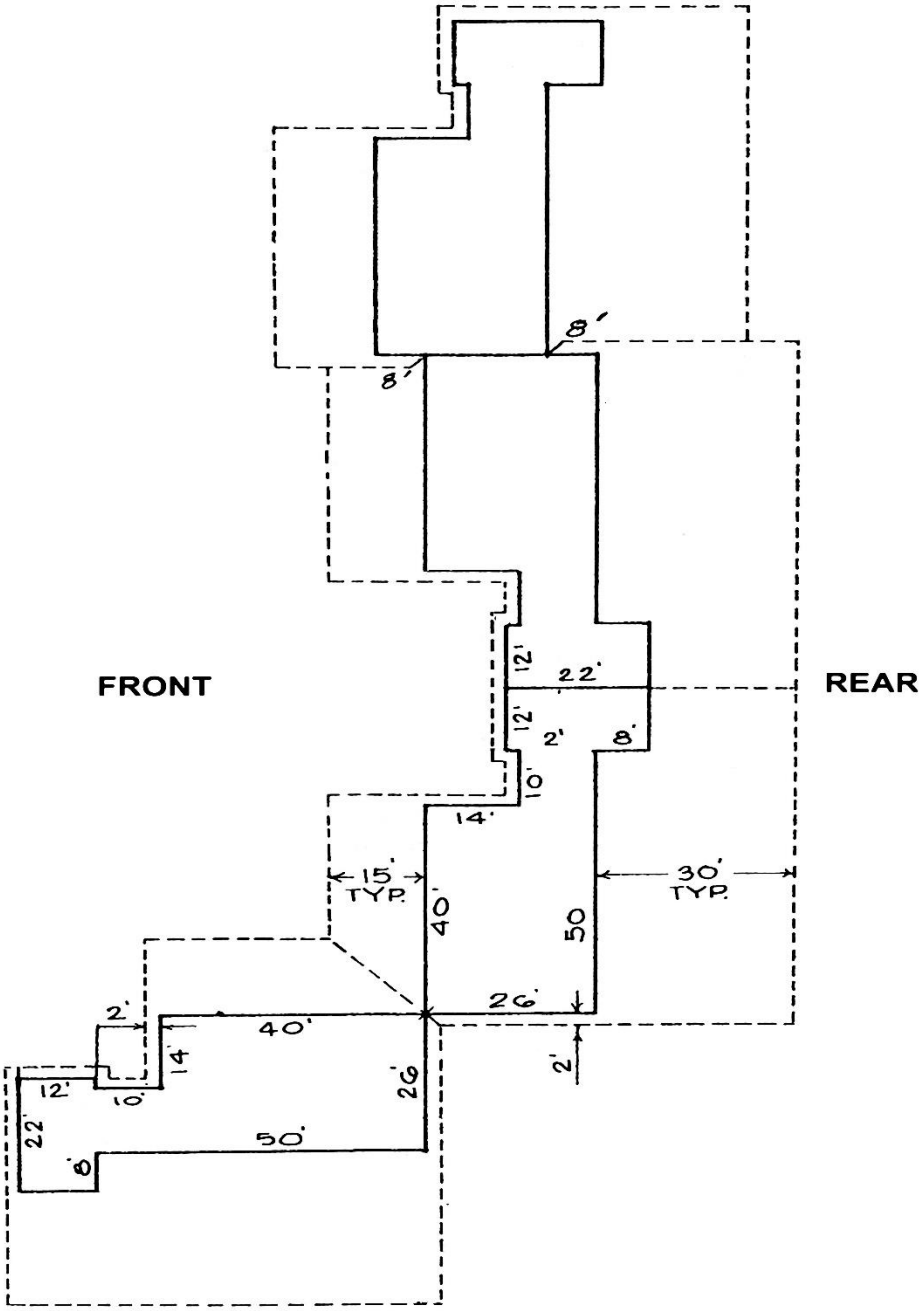
d) The photography below is for a typical original plumbing installation. Modifications may have been made for specific individual residences. Several residences have had the shut-off valve for the house water relocated to the area near the clothes washer, dryer and hot water heater.



A-16. Diagram: Typical Unit Lot Lines-1 of 2



A-17. Diagram: Typical Unit Lot Lines-2 of 2



Willow Grove Homeowners Association

RULES AND REGULATIONS

LANDSCAPE CONTROL



L-1. Introduction to Landscape Control

a) The appearance of the landscape, gardens, and mature trees in Willow Grove is an important feature of our community, and each owner/resident has a responsibility to assist in maintaining this beautiful environment.

b) Any request for landscape improvement on homeowner's property, establishing or changing a garden or its dimensions, shall be submitted in writing to the Landscape Committee ***before*** any landscape work is done.

c) The Landscape Committee shall do a site visit on all requests and shall take into consideration any input from abutters before any final decision is made.

d) Any landscape request that is an ***exception*** to any Landscape Rule shall be decided by the Board of Directors. with recommendation from the Landscape Committee. The Board shall notify homeowner of decision.

e) CAUTION: before digging any holes, call Dig-Safe at 1-800-344-7322 for the location of buried utility lines. Repair costs for damaged utilities will be borne by the homeowner.

L-2. Brush Pile

a) Brush Pile Rules are posted on sign at the fire road past units 83-87: 1-Homeowners use only; 2-Woody brush only; 3-Pile with cut ends to the front; 4-No garden debris, leaves, stumps, wreaths.

b) Small branches (less than 6 feet long) from a resident's trimming may be taken to the Willow Grove brush pile with cut ends facing to the front top facilitate chipping. Do **not** dump trimmings or leaves on the ground alongside existing materials.

c) Large branches (longer than 6 feet) and stumps should **not** be left at the brush pile. Such items should be taken to the Town Landfill on Graham Road.

d) Only on community cleanup day and the week following, small branches may be left in piles by the roadside for pickup by our contractor. Watch for notice with details.

e) Christmas wreaths or swags should **not** be placed on the brush pile, but be disposed of through household trash, as they contain wires and metal forms that will damage chipping equipment.

f) Leaves, grass, and garden clippings may be taken to the Town Compos pile on Industry Road. *Also see Yard Debris, #L-11, below.*

LANDSCAPE CONTROL – 2

L-3. Buffer Zones

a) Buffer zones, green belts, areas of trees and undergrowth behind and between some units, are to be left in a natural state to allow privacy between and around units and provide for the enhancement of the community.
b) Residents are encouraged to assist in the maintenance of the natural areas by picking up any loose trash and excess tree debris.

L-4. Common Land

a) Areas outside the homeowner's lot lines are common land and are maintained by contractors hired by the Willow Grove Homeowners Association. Residents may not plant beyond their lot lines or on any common land.
b) There are several gardens on common land maintained by the Homeowners Association.
c) Residents with interest in or concerns about gardens on common land should contact the Landscape Committee.
d) *Also see Driveways and Walkways, #A-7, above.*

L-5. Lawn and Garden Ornaments

a) Display of lawn or garden ornaments must be requested to the Landscape Committee in writing before placing any such item in the front of a house.

b) Lawn and garden ornaments requiring approval from the Landscape Committee include statuary, oversized or inflatable holiday or seasonal decorations.

c) Approval is also required for **any** flag being displayed in the front of a house, whether it be a full sized American flag, a small, decorative "welcome" or garden flag, or other.

d) Ordinary seasonal decorations such as Halloween pumpkins and Christmas lights may be displayed around the time of the specified holiday and must be displayed within the homeowner's property. Such decorations should be removed no later than thirty (30) days after the specified holiday, with the ***exception*** of Christmas wreaths, that may be displayed until April 1.

e) Rocks and stones used to replace shrubbery or plantings ("hardscaping") in the front of a unit are ***exceptions*** to standard appearance and must be decided by the Board with recommendation from the Landscape Committee.

LANDSCAPE CONTROL – 3

L-6. Lot Lines

a) The owner/resident is responsible for the area around his/her unit. In most cases this is a lot as long as the house and 15 feet in front of the unit (front door section) and 2 feet at the side by the chimney. In the rear, the depth is 30 feet from the house (not the garage) into the backyard.

b) See diagrams for *Typical Unit Lot Lines, #A-16 and #A-17, above.*

L-7. Plantings

a) Flower gardens may be planted in the front or rear of a unit's lot on the homeowner's property. All plantings must be positioned to allow access to meters and vents and not interfere with lawn mowing or snow plowing equipment.

b) Foundation plantings and gardens within the lot lines are the responsibility of the owner/resident. CAUTION: be aware of gas lines in this area and call Dig Safe as needed.

c) The land between the driveway and the chimney, beyond the homeowner's 2-foot strip alongside the house, is common land but may be used for planting a flower garden. No structure or bush that may interfere with lawn mowing or snow removal may be planted or placed there.

d) Vegetable plots must be set out behind the house, located in a way that does not interfere with lawn mowing equipment.

e) A circle of mulch, four to six (4-6) feet in diameter, is recommended around any single planting in the lawn area to preclude damage during lawn mowing or snow removal operations.

f) Regular approval procedures apply for all plantings.

L-8. Raised Beds

a) Raised beds may be placed only in the rear of a unit within the homeowner's property and positioned so that they do not interfere with mowing equipment.

b) Maintenance of raised beds is the responsibility of the homeowner.

c) Any request to install raised beds shall be submitted to the Landscape Committee **before** any work is started.

LANDSCAPE CONTROL – 4

L-9. Shrubs

a) A shrub is a perennial woody plant that is smaller than a tree and has several main stems arising at or near the ground and is usually less than ten (10) feet tall.

b) Shrubs in front and along the sides of a unit must be kept neat and trimmed by the owner/resident in order to maintain an attractive appearance.

c) Branches of shrubs should be kept away from the outside walls of the unit to allow for air circulation between the plantings and the house siding, and allow access to meters, vents, and exhaust, and access by painting contractors.

d) If shrubs are planted in the back of a unit to serve as a privacy screen or a "living" fence between homes, those shrubs are subject to the same constraints as trees, noted below.

e) *Also see Trees, #L-10, below.*

L-10. Trees

a) A tree is a plant having a permanently woody main stem or trunk, ordinarily growing to a considerable height, and bearing lateral branches at some distance from the ground.

b) Residents may request that trees around their unit be trimmed or removed.

c) Any request for tree work must be submitted **in writing** to the Board of Directors.

d) The Association's contracted arborist will review the request and recommend work needed to the Board of Directors, based on health of tree, danger to residents or property, and community aesthetics. The Board will then make a determination on the request.

e) If the Board of Directors does not make a decision on any such request within thirty (30) days of submission, such request shall be presumed to have been approved.

f) Any request for planting a new tree on homeowner's property or on common land shall be submitted to the Board of Directors. The Board will seek a recommendation from the Landscape Committee.

g) Before any tree is taken down by a unit owner on his/her land or on abutting common land, the Board will notify the neighbors.

h) Contracting and cost of ***approved*** tree repair or removal or planting ***on homeowner's property*** is the responsibility of the homeowner.

i) Contracting and cost of ***approved*** tree repair or removal or planting ***on common land*** is the responsibility of the Willow Grove Homeowners Association.

(L-10. Trees)

j) Removal of healthy trees is discouraged, particularly where select trimming may suffice. Mature trees are part of the attractiveness and aesthetics of Willow Grove.

k) Any concerns or conflicts between neighbors concerning trees shall be mediated by the Board with guidance from the DCCR and the Rules.

l) Copies of any requests and decisions concerning tree work shall be kept by the Board Secretary in the Unit files.

L-11. Yard Debris

a) Twigs and small branches (less than 6 feet long) from a resident's trimming may be taken to the Willow Grove brush pile near the fire road past units 83-87.

b) Leaves, grass, and garden debris created by homeowner shall be removed by homeowner or his/her contractor, and delivered to the Brunswick leaf/compost pile on Industry Road

c) Yard and garden debris, leaves, and stumps may **not** be discarded on any part of a Common Area or into any dumpster by any resident, hired gardener or contractor.

d) Large branches (6 feet or longer) and stumps may be taken to the Town Landfill on Graham Road.

e) *Also see Brush Pile, #L-2, above*.

GENERAL TOPICS IN ALPHABETICAL ORDER

T-1. Alarms

a) Because of the proximity of our homes to each other, the Board strongly urges all homeowners to install smoke alarms and carbon monoxide alarms in their homes.
b) It is recommended that a water alarm be placed 1) under the water heater, 2) under the household water shut-off valves in the area under the stairs, and 3) under the dishwasher.
c) *Also see Photograph for Household Water System, #A-15, above.*

T-2. Awnings

a) May be added only in back of a unit for the patio/deck area.
b) Must complement the color of the siding specified for that unit.
c) Mounting shall be on the house itself and shall be strong enough to support a fully-open awning without need for stanchions or further support.
d) Must be maintained in good repair.

T-3. Clotheslines

a) May only be erected and used in the back of a unit and must be portable or retractable.
b) May not be constructed to permanently stand in the back yard of a unit.
c) If clothesline is viewable from the street, it must be removed when not in use.

T-4. Contractors for Willow Grove

a) Board members, designated individuals or committee members **only** shall contact, advise, or direct contractors engaged in Willow Grove contracted work.

b) All residents shall refrain from interrupting, advising, or interfering with Willow Grove contractors at all times.

c) Residents with questions concerning contracted work may contact the Contract Coordinator for the Board of Directors.

T-5. Contractors for Homeowners

a) The Board strongly recommends that the homeowner ask his/her contractor to provide proof of insurance, and such information should be included in request for work to be done.

b) Construction equipment may be left at the work site on homeowner's property or driveway (not on any common land) for the duration of the project while workers are present, but no longer than thirty (30) days.

(T-5. Contractors for Homeowners)

c) All construction and/or renovation debris must be removed from Willow Grove property by the contractor or homeowner doing the construction or renovations, by Friday of each week.

d) No debris may be left at worksite beyond completion of repair project. Containers for construction debris may be left at the work site on homeowner's property or driveway (not on any common land) for the duration of the project, but no longer than thirty (30) days.

e) Landscape debris created by a homeowner or private contractor shall be removed from Willow Grove by homeowner or his/her contractor.

f) No construction or landscape debris created by homeowners or contractors shall be put into any Willow Grove dumpster.

g) No litter or household refuse is to be left on any Willow Grove property.

h) Dumpsters are available and assigned for (bagged) Household Trash or Single Stream Recycling. *Also see Trash and Recycling #T-18, below.*

T-6. Enforcement Policy

a) All Willow Grove policies shall be enforced by the Board of Directors.

b) Violators of any of the community rules and other Willow Grove governing documents will receive a letter from the Board of Directors citing the rule or regulation violated along with other pertinent information.

c) The addressee shall respond **in writing** to the Board President within ten (10) business days from the date of the letter. The addressee shall:
   i. Accept responsibility for the violation and state the action taken to correct the problem; or,
   ii. Appeal the violation and state specific reasons for such appeal.
   iii. The Board shall make a judgment on the appeal at its next scheduled meeting and inform the violator in writing of that judgment.

d) If no response is received, or an appeal is unsuccessful, subsequent or continuing rule violations will be charged at a rate of fifty dollars ($50.00) per occurrence (fee may be adjusted by the Board of Directors) and ten dollars ($10) per day for each day that the violation continues unresolved. Each fine will be billed to the offender. Payment shall be due within ten (10) business days of the date of the bill and will be added to the Association's Operating Fund. *Also see the DCCR, Article V, Section 6.*

GENERAL TOPICS IN ALPHABETICAL ORDER - 3

T-7. Exterior Upkeep and Appearance

a) Units shall be maintained in good condition, order, and repair at the owners' expense. Owners shall not do or allow anything to be done on their Lots or to their Units which may compromise the letter or intent of this Covenant, or impact negatively on the general aesthetics of Willow Grove. *Also see the DCCR, Article VI.*

b) Garden equipment, lawn furniture, tools, toys, or any personal items may not be left in the front of a unit overnight.

c) Unit lots and adjacent common areas shall be kept clear of garden and yard debris at all times. Small limbs, branches, and twigs from Willow Grove properties may be deposited on the brush pile at the end of the fire road near units 83-87. *Also see Brush Pile, #L-2, above.*

d) Leaves, pine needles, and some garden refuse may be taken to the Town compost pile on Industry Road.

e) Miscellaneous debris, junk, broken or unused toys, unworking or unregistered vehicles shall not be stored outdoors anywhere in Willow Grove. Old furniture, appliances, and other large household items shall be disposed of with the vendor replacing the item or delivered by the owner to the Brunswick Landfill on Graham Road, subject to appropriate fees.

f) Construction, renovation, and landscaping debris shall be removed by homeowner, or hired contractor, upon the completion of the job. No debris is to be left on Willow Grove property, nor put into any Willow Grove dumpster.

g) No litter or household refuse is to be left on any Willow Grove property. Dumpsters are available and designated for (bagged) Household Trash or Single Stream Recycling. *Also see Trash and Recycling, #T-18, below.*

h) Antennae, satellite dishes, solar panels, or other exterior appendages must be positioned on the back of a house. Board permission required for installation.

i) Exterior antennae or satellite dishes not being used or not functioning shall be removed by the homeowner within thirty (30) days of receiving a removal request from the Board.

GENERAL TOPICS IN ALPHABETICAL ORDER - 4

T-8. Firewood

a) Firewood shall be stacked in the garage or behind the unit.
b) No wood shall be stored on any common area.
c) Wood delivered to a unit driveway shall be properly stored within ten (10) days.
d) The Board recommends that residents burning wood should have their chimneys professionally cleaned once a year.

T-9. Fuel Tanks-External

a) Fuel tanks shall be located at the rear of a house or in the garage, and shall meet all federal, state, and local requirements.
b) All external fuel tanks must be enclosed by stockade fencing six-feet (6') high, not to exceed an area of 5 feet by 8 feet.
c) *Also see Fences, #A-8, above.*

T-10. Noise

a) Any noisy activity that may disturb other residents shall not be allowed, including prolonged loud radio talk or music, barking dogs, use of outdoor loudspeakers, or sudden blasts of sound.

b) Noisy vehicles or equipment shall not be used on a regular basis, except for contractors executing their assigned operations.

c) The Board recommends that use of power tools by residents or contractors occur after 8:00 am and no later than 6:00 pm.

T-11. Parking - general

a) Only common personal vehicles (such as sedans, mini-vans, SUVs, pickup trucks) shall be parked in the driveway.

b) Vehicles may be parked on roads for brief temporary periods.

c) No vehicle shall be parked on a sidewalk or lawn area.

d) No commercial vehicles, recreational vehicles, and/or utility, boat, house, or other trailers shall be parked in the driveway for more than one night or on a regular basis.

e) No vehicle shall be parked in such a manner that it interferes with or obstructs access or egress to any unit by emergency vehicles, large service or construction vehicles such as trash collection and delivery trucks, lawn maintenance or snow plowing equipment.

GENERAL TOPICS IN ALPHABETICAL ORDER - 5

T-12. Parking - winter

a) All vehicles should be away from roadways before, during, and after a snowstorm to allow for plowing and other snow-clearing activities.

b) After a road is plowed, and the driveway plowing is occurring, residents may move their vehicles temporarily from the driveway to the road to facilitate the driveway snow-clearing.

c) Residents should make every effort to park their car inside the garage during snowstorms and plowing activities.

d) Residents shall not interrupt or interfere with contracted personnel or operations during snow-clearing.

e) *Also see Vehicles, #T-21, below.*

T-13. Payments

a) Monthly assessment fees for the WGHOA are determined by the Board of Directors, after recommendation by the Finance Committee as part of the annual budget process and ratified by homeowners at every annual meeting.

b) Monthly assessment fees are collected by automatic withdrawal from a bank account. An authorization form is included in the Welcome Packet presented to new homeowners, or available from the Treasurer. This method of payment facilitates processing, documentation time and accuracy.

c) The automatic withdrawal system will be activated by the Treasurer upon receipt of the authorization form.

d) For any other payment arrangement, the homeowner should contact the Treasurer. If necessary, a new homeowner may pay by check for up to two (2) months to allow for banking arrangements to be finalized.

e) Such interim payments must be paid by check to the Treasurer by the first of each month in the exact amount of the fee.

f) Late payments and payments in any amount other than the exact monthly assessment fee shall be treated as overdue assessments and subject to fines. *Also see the DCCR, Article V, section 6.*

GENERAL TOPICS IN ALPHABETICAL ORDER - 6

T-14. Pets

a) Household Pets
   i. Only common household pets, such as cats and dogs, shall be allowed in Willow Grove (DCCR, Article VI).

   ii. It is strongly recommended that residents keep no more than two pets per household.

b) Pet Control
   i. It is suggested that pet owners consider an electronic/invisible fence for their animal to help preserve the open quality of this community.

   ii. The pet owner or person responsible for the pet shall collect and remove droppings from a dog or any other household pet from any unit lot, any common area, walkway, or the rear meadow.

   iii. Pet owners must pick up all animal droppings from their fenced-in back yard if they wish to have our contracted mowers maintain that area.

   iv. Animal droppings shall be collected by owner and placed into the homeowner's trash. No animal refuse or bagged droppings shall be placed directly into any dumpster.

   v. Homeowners and pet owners must keep their pets under control at all times and are responsible for any damages caused by their pet.

   vi. Pet owners must keep their dogs from frequent or extended barking.

   vii. Any concerns or complaints about animals may be directed to the town's Animal Control Officer.

c) Pet Restraint
   i. Residents and visitors shall comply with Brunswick's leash law, which requires that dogs be kept on a leash or in a fenced yard at all times.

   ii. Homeowners are responsible for securing their animals inside their home during contracted winter and summer maintenance. *Also see Fences, #A-8, above.*

   iii. Owners of cats are strongly encouraged to keep their cats indoors.

   iv. If cats are allowed outdoors, pet owners are urged to provide them with a collar and bell to help preserve neighborhood birds and wildlife, and keep them inside at night.

GENERAL TOPICS IN ALPHABETICAL ORDER - 7

T-15. Safety Checks

a) The Board recommends that dryer filters and exhausts be cleaned once each year.
b) Batteries in household alarms should be checked and replaced once a year.
c) For residents burning wood, chimneys should be professionally cleaned once each year.

T-16. (Community) Shed

a) The community shed is used as a central gathering place for Community Clean-up days in spring and fall, for monthly collections of recycling items, for summer collection of Landfill items, and for winter storage of the Association's planters, benches, summer furniture, and replacement fencing.
b) The shed is accessible to residents for recycling drop-off by using the lock box near the outside door. Any member of the Board or the Committee on Recycling and the Environment could provide the access number.
c) The shed stores some tools and items as a Lending Locker for use by residents of this community. (List of items is available on the Willow Grove website.) A sign-out sheet is available for short-term use and follow-up.
d) The shed is for storage of community items only. No storage of an individual's property is allowed.

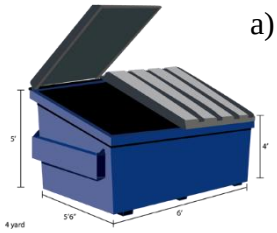
T-17. Signs

a) Signs shall be limited to "For Sale" signs located in the window of a unit.
b) During an "Open House" a realtor may post directional signs on the day of the event.
c) No other signs are permitted, including political or contractor signs.

GENERAL TOPICS IN ALPHABETICAL ORDER - 8

T-18. Trash and Recycling

Trash collections at Willow Grove are done by the vendor contracted by the town of Brunswick, currently Pine Tree Waste. Dumpsters are the property of Pine Tree Waste. Further details on trash and recycling in Willow Grove are available in the Welcome Packet, on the community bulletin board and website, or by contacting a member of the Committee on Recycling and the Environment. (***See map for locations of designated dumpsters, #T-25, below).***



a) Dumpsters

→Dumpsters throughout the community are designated for either Household Trash **or** Single Stream Recycling.

→Dumpsters for **Household Trash** shall contain only official town-approved green bags.

→Dumpsters for **Single Stream Recycling** shall contain loose recyclables, except for plastic bags and shredded paper which must be secured in newspaper or paper bags.

→Do not overfill any dumpster. If a dumpster is full, use another appropriate dumpster or hold the items for the next collection. Dumpster lids must be able to stay closed.

→Leave no item outside any dumpster.

b) Household Trash
   i. Household trash must be placed in Town-approved green trash bags and put in dumpsters designated for Household Trash. Use **no other bags** as they will NOT be picked up.
   ii. Official Town-approved green trash bags may be purchased at local grocery and convenience stores; bags are in two sizes, 15 gallon (10/roll), or 33 gallon (5/roll).
   iii. Loose plastic bags and bagged animal refuse should be placed in household trash.
   iv. Refer to notice within each packet of Brunswick trash bags for list of specific items to include, or not include, in the Town trash bags.

c) Single Stream Recycling
   i. Recyclables shall be placed as **loose** items in dumpsters labeled for Single Stream Recycling, **except** for plastic bags and shredding.
   ii. Shredded paper shall be secured in newspaper or paper bags. Do not dump in loosely.
   iii. Cardboard boxes must be broken down into flat pieces to save space.

GENERAL TOPICS IN ALPHABETICAL ORDER - 9

(T-18. Trash and Recycling)

d) Items recycled at the Shed
   i. The Community Shed/Recycling Center will accept specific items for redemption or distribution to town agencies. Residents may bring the recyclables listed below to the Shed on the announced "open" day (once a month except winter).
   ii. Items collected include: returnable/deposit paid bottles (rinsed), egg cartons, plastic grocery handle-bags, plastic newspaper sleeves, packing peanuts (in bags) & bubblewrap.

e) Other Disposal
   i. Large household items, such as plastic toys, mirrors, furniture, and appliances, shall be disposed of with the vendor replacing the item, or delivered by the owner to the Brunswick Landfill on Graham Road; a disposal fee will be charged.
   ii. Construction and/or renovation debris must be removed from Willow Grove property by the contractor doing the construction or renovations. *Also see Contractors, #T-4 and #T-5, above.*
   iii. Yard and garden debris created by homeowner shall be removed by homeowner or his/her contractor, and delivered to the Brunswick Leaf/Compost pile on Industry Road or the town Landfill on Graham Road. *Also see Yard Debris, #L-11, above.*

T-19. Trees

For the process of requesting, purchasing, planting and removing trees on homeowner's property or on common land, *see Trees, #L-10, above.*

T-20. Trellises

a) Must be for plant support only.
b) May not be installed as a screen or privacy fencing.
c) Must be of natural wood or painted to match the color of the main body of the house.
d) Regular approval procedures apply.

T-21. Vehicles

a) Vehicle speed: All owners, renters, guests, and other visitors to Willow Grove shall abide by the posted speed limit of 15 mph.

b) Vehicle type: No motorized off-road vehicles of any type shall be operated within Willow Grove, including ATV's, dirt bikes, or snowmobiles.

c) *Also see Parking, #T-11 and #T-12, above.*

GENERAL TOPICS IN ALPHABETICAL ORDER - 10

T-22. Website

a) The Willow Grove Homeowners Association maintains a website for informational and marketing purposes. The website is managed by the volunteer Webmaster(s) and is overseen by the Board of Directors.

b) The website was created to improve communication among residents by providing information on governance and community activities and online access to meeting minutes and various directories.

c) The website also contains information about the Willow Grove community for realtors and prospective homeowners.

d) Residents' contact information is password-protected, and the password may be changed at any time by the Board.

e) The website name and resident password will be shared as appropriate by any member of the Board of Directors.

T-23. Window Boxes

a) May be installed only below windows on the first floor.
b) Must be painted to match house or doors.
c) Any permanent brackets must be painted to match the color of the main body of the house.
d) May not extend beyond the sides of the window.
e) Regular approval procedures apply.

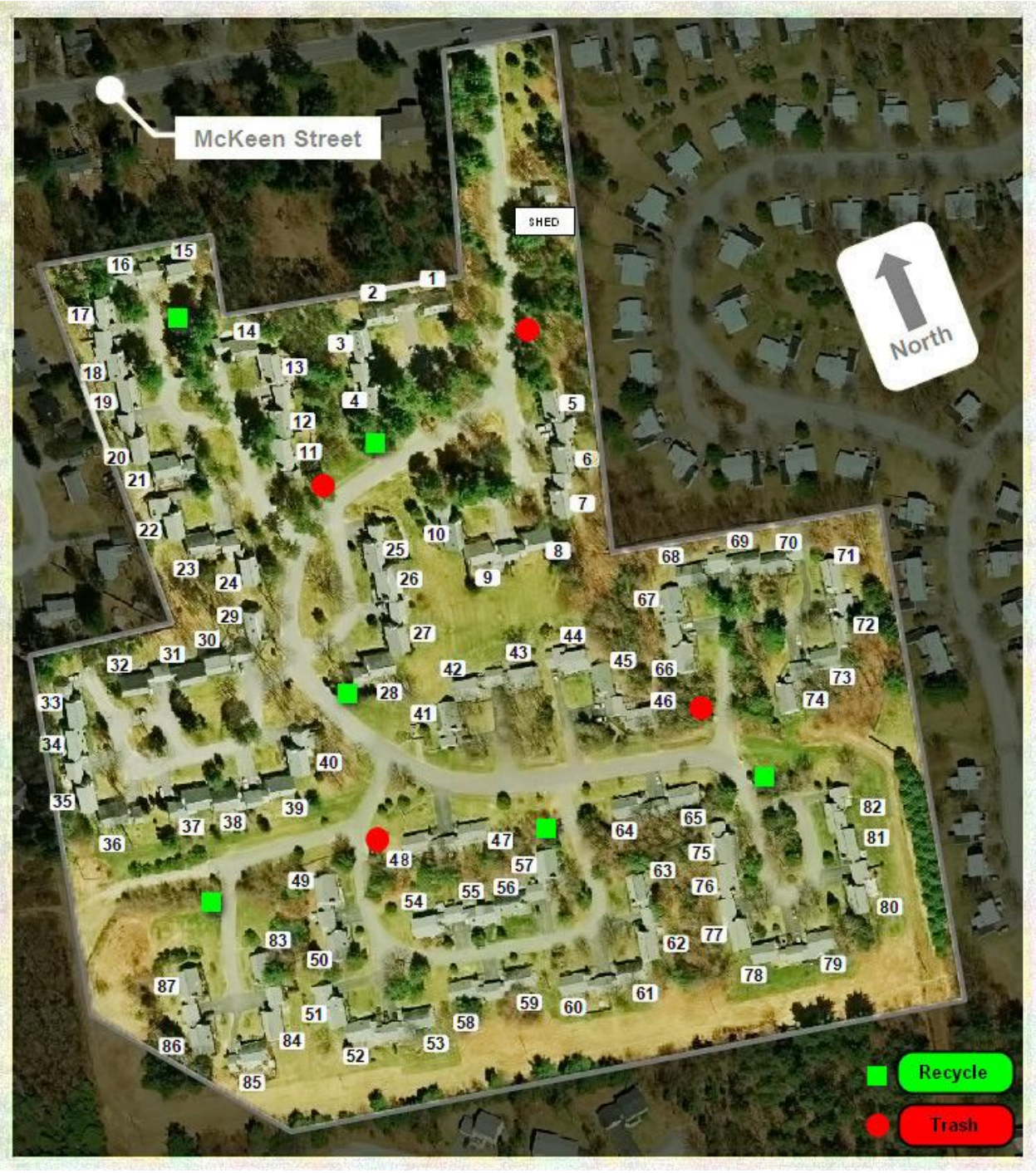
T-24. Yard Sales

a) Yard, Garage, Estate, or other such sales are not allowed in Willow Grove.

GENERAL TOPICS IN ALPHABETICAL ORDER - 11

T-25. Map of community and designated dumpsters

a) **Green Squares** indicate locations for Single Stream Recycling (6).
b) **Red Circles** indicate locations for Household Trash (4).



Willow Grove Homeowners Association

RULES AND REGULATIONS

POSTSCRIPT

1. This document of Rules and Regulations for Willow Grove has been created and updated for the use of homeowners and residents of the Willow Grove Community.

2. This document was prepared by the Document Review Committee:
   Robert Galloupe
   Donald Gerrish
   Thomas Green
   Beth Levesque
   Chris Simonson
   Peter Sollecito
   With technical contributions from Craig Snapp

3. This document was approved by the 2018-2019 Board of Directors:
   Beth Levesque, President
   Donald Gerrish, Vice President
   Elinor Rosenberg, Secretary
   Elizabeth Newman, Treasurer
   Blake Hendrickson, Director At-large

4. Any questions or suggested changes to the Rules should be submitted in writing to the Board of Directors, stating the Rules topic and location, the suggested change(s), and explanation of suggestion(s) with appropriate background.

5. The information in this and other governing documents is located on the Willow Grove website for reference by both residents and non-residents.

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Signature of President *Date*