HERITAGE PINES & SCHOONER LANDING

RULES AND REGULATIONS

In these Rules and Regulations the word "Condominium" shall refer to HERITAGE **PINES AND SCHOONER LANDING** and the words "common elements" and "limited common elements" and "Unit Owners" shall have the meaning given to those terms in the Declaration and By-Laws (12/22/08) creating the Condominium.

1. Common Elements and Areas

No Unit Owners shall alter, add or install anything in the common elements or limited common elements and their respective areas without approval from the Board of Directors.

2. Noise level

The level of noise shall be respectful of neighbors and be kept at a sound level which will not be a nuisance to the occupants of the neighboring Unit(s).

3. Laundry

No Unit Owners shall hang laundry items, rugs and towels out of a Unit or on a porch or deck. No clotheslines will be permitted on common and limited common element areas (grass, lawns).

4. Signs

No Unit Owners shall display any signs, including "For Sale" or "For Rent" signs, political signs or the like in front of any Unit or in the windows of any Unit or place window displays or advertising in the windows of Units. Such signs are not allowed to be placed on the lawn at the entrance to the complex by owners or agents.

5. Leases/Rental of Units

No Unit Owner shall be permitted to lease/rent their Unit for less than six (6) months nor can any part of a Unit be sublet. In the event a Unit is occupied under a lease/rent the occupants shall be responsible for any and all damages and/or violations of the Condominium Bylaws and Rules and Regulations including payment of any insurance deductible amounts. The Unit Owner shall be responsible for providing the leaser/renter with a copy of the Heritage Pines and Schooner Landing Rules and Regulations. A copy of the lease/rent agreement shall be provided to the Board of Directors within seven (7) days of execution.

6. Decks, Patios and Privacy Fences

Outside storage is not permitted on or under decks or on patios.

Privacy fences may be allowed to weather naturally. They may be power washed by the Unit Owner. They may be stained, not painted, by the Unit Owner. Can only be stained using Thompson's Waterseal, Waterproofer Plus Clear Wood Protector. Allow wood fence to dry completely before applying.

7. Open Fires

All fire pits are prohibited with the exception of propane fire pits which are allowed. They must be used on the stone patio and be 10 feet away from larger propane tanks.

8. Vehicles, Parking, and Repairs

a. Vehicles
Recreational land and water vehicles, commercial vehicles, boats snowmobiles, or any other type recreational vehicles, disabled vehicles, unlicensed vehicles shall not be allowed outside. The Board of Directors may grant written approval for exceptions for temporary parking situations.

b. Parking
Each Unit has a minimum of two parking spaces in front of their garage. There is no parking in the street for guests or residents. The street is a Fire Lane and should not be blocked for safety reasons.

c. Repairs
No mechanical repair, general maintenance, body work or painting of vehicles is permitted on any part of the common element or limited common element areas. Minor repairs of a quiet nature can be made IN THE GARAGE. The only outside repair would be car washing/waxing, changing of tires on a disabled vehicle and/or checking fluid levels of the Unit Owners vehicle(s).

9. Plantings

Those Unit Owners who wish to plant flowers, shrubs, bushes, etc. in limited common element mulched and unmulched areas around their Units are required to get approval from the Board of Directors and shall be responsible for their upkeep. Maintenance of these plants shall not be included in the grounds maintenance budget. Nothing can be planted in common element areas and no additional beds will be constructed without written approval of the Board of Directors.

10. Pets

a. Number of pets

The number of pets per Unit shall not exceed two (2). Any current original purchase Units that exceed the two (2) pet limit shall be "grandfathered-in" until such time that normal pet attrition achieves the two (2) pet limit.

b. Outside Unit pet control/behavior

Unit Owner and guest pets must not interfere with the comfort, safety, convenience, or enjoyment of others. Pets shall be leashed at all times and accompanied by and under the direct control of the unit owner or guest on all common element and limited common element areas.

Units Owners and their guests shall be responsible for any damage caused by the pet in common and limited common areas.

c. Pet waste

Unit Owners shall be responsible for immediately picking up and removing solid waste in all common and limited common element areas. All pet waste, including pet litter, must be properly stored and disposed of in the Unit Owner's trash.

11. Speed limit

The speed limit shall be 15 mile per hour for the protection and safety of pedestrian Unit Owners, guests and their pets.

12. Trash/Recycling Disposal

All household trash and recycling shall be the responsibility of the Unit Owner and will be stored inside the Unit and placed at the end of the Unit Owner's driveway in a closed trash and designated recycling containers for pickup, no earlier than the night prior to pre-scheduled pickup. All trash containers must have tops securely in place. No trash bags allowed. Unit Owners shall, or arrange to have, empty trash and recycle containers removed from the end of the Unit Owner's driveway by 6 pm the day of scheduled pickup.

13. Satellite Dishes

Federal Law under the FCC states that the installation of satellite dishes cannot be prohibited. However installation guidelines for satellite dishes or similar devices shall be followed, with location review and approval by the Board of Directors prior to actual device installation.

14. External Window Air Conditioners

All air conditioners must be removed from windows by November 1.

15. Unit Building Integrity

No Unit Owner shall alter or otherwise change the appearance of any of the common or limited common elements (driveways, walkways, structures) without the prior written approval of the Board of Directors.

Penetrating or cutting the vinyl siding, vinyl or wood trim or the roof of the building is prohibited for any reason without written permission of the Board of Directors. There shall be no exterior changes made to any building, including such installations, but not limited to, permanent generators, awnings, central HVAC systems, electrical devices/components, mechanical bracket/fasteners etc., without the approval by the Board of Directors.

Unit Owners must submit all requisite pre-approved Town of Wells permits prior to Board of Director review for project approval and all installation work shall be performed by licensed Electricians, licensed Plumbers, or Carpenters.

16. Flags and Lawn Ornaments

Lawn ornaments are only permitted in the limited common element areas.

Flags can be mounted using a white flag holder bracket on the wooden frame on either side of the garage door.

17. Insurance

Unit Owners shall be responsible for the deductible on the Association insurance when an event takes place because of a Unit Owner's negligence or those of their guest(s) that causes an insurance claim.

18. Initial Fee upon purchasing a Unit

All new Unit Owners buying a Unit in Heritage Pines and Schooner Landing shall be required to contribute a non-refundable one-time payment equal to two months association fees, which will be deposited in the reserve funds of the Condominiums, and will not be considered a prepayment of monthly condominium fees. This payment shall be collected at the time of closing and forwarded to the Heritage Pines and Schooner Landing Condominium.

19. Monthly Condominium fees and late charges

Monthly Condominium fees shall be due and payable by the 1st of each month. All fees in arrears after the month due are subject to a late fee of $25.00 and an additional $25.00 late fee will be charged against any outstanding balance on each subsequent month.

20. Snow Plowing and Removal

The following policy has been developed for all Unit Owners to help contractors perform their tasks during snow storms:

a. Be aware of the possibility of snowstorms.
b. All vehicles must be moved for snow plowing, sanding, and sand removal operations.
c. Use your garage for your car. Unit Owners with multiple cars must be aware when the plowing contractor is on the property and keep their vehicles in their driveway until the road and guest parking areas are plowed. After the road and guest parking areas are plowed all vehicles must be removed from their driveway to the guest parking area to facilitate unimpeded plowing of the driveway. Vehicles cannot be left on the road unattended.
d. Overnight parking on the road is never permitted. We must have the road open for snow plowing and emergency vehicles.
e. If you have permission to use a neighbor's driveway for parking you are responsible for removing your vehicle, because that driveway also needs to be cleared.
f. If you will not be here during part, or all, of the snow season or a snowstorm, please make arrangements to have your vehicle removed during a snow event.
g. Unit Owners are responsible for moving vehicles during and after a snowstorm.
h. The Condominium Association is not responsible for the removal of ice and snow from decks or patios.

21. Seasonal Residents

Seasonal residents are responsible for the security and safety of their unit. In the absence of being on site for long durations, Unit Owners shall make sure that their unit is heated properly or properly prepared for enduring the weather during long absences. Unit Owners shall identify and provide the name of a trusted/responsible individual(s), who can assist in gaining entrance to their Unit in an emergency. The Board of Directors shall have the name and contact number, on file, of the identified individual(s) in the event that there is an emergency and entrance to a Unit is necessary.

22. Violation of Heritage Pines and Schooner Landing Rules and Regulations

The Board of Directors of Heritage Pines & Schooner Landing Association is empowered to govern the affairs of the Association, and it may become appropriate for the Board of Directors to initiate a Notice of Violation for apparent non-compliance with the Rules & Regulations of the Association.

Definitions: (from Declaration and By-Laws, page 4 & 5, dated December 22, 2008)

Common Element: consist of all portions of the property other than the units, which is all the property located within boundaries of the parcel more fully described in Appendix 1. Joint ownership of the common elements includes the ownership rights and maintenance responsibilities including but not limited to site roads, drives, parking areas, landscaping, lighting and subsurface utilities.

Limited Common Elements: decks, patios, porches, stoops, shutters, doorsteps, walkways and other fixtures, including but not limited to flues, ducts, wires, conduits, designed to serve a single unit but located outside the unit's boundaries, are limited common elements allocated exclusively to the unit served.

Unit Boundaries: each unit's boundaries are the interior surface of the roof rafters, walls, windows, and the basement concrete floor slab. All interior floor and wall coverings, including but not limited to linoleum polyurethane, carpeting, paint, wallpaper, are included within the boundaries of a unit.