SHIRETOWNE COMMON CONDOMINIUMS ASSOCIATION
RULES AND REGULATIONS

1. PURPOSE

The Rules and Regulations are intended to protect the investment of the Unit Owners and to provide for an attractive, pleasant, comfortable, friendly, and safe community environment. In living together, each of us have obligations to others as well as individual rights and we must be careful that the restrictions we impose on ourselves are reasonable, mutually beneficial, and enforceable.

2. DEFINITIONS (From the Public Offering Statement and the Declaration.)

A. The word "Condominium" shall refer to Shiretowne Common Condominiums Association. The words "unit" and "Unit Owners" shall have the meaning given to these terms in the Declaration.

B. Common Elements. The common elements constitute all of the Condominium other than the units. The major common elements consist of: all of the land, driveways, walkways, trees and shrubbery and other landscaping.

C. Limited Common Elements. The limited common elements are those parts of the common elements which are allocated exclusively to the unit served. The limited common elements are shown on the plat and plans, which are included in the Public Offering Statement as Exhibit C. The limited common elements consist of the non-grass areas immediately adjacent to the unit including the patio area.

3. COMMUNITY RESPECT

A. Privacy: As a member of Shiretowne Common Condominiums Association, you agree not to provide information contained in our members' directory to any person for the solicitation of sales of merchandise or services to our members.

B. Consideration: No unacceptable noise or activity that disturbs an Association member shall be carried on in either a unit or in a common element nor shall anything be done therein, either willfully or negligently, which may become an annoyance to the other unit owners or occupants. Neither shall a Unit Owner or occupant make or permit any disturbing noises by himself/herself, his/her family, his/her pets, servants, employees, agents, visitors, lessees, nor does or permits anything by such person that will interfere with the rights, comforts or convenience of other unit owners.

4. MAINTAINING ATTRACTIVE COMMON AND LIMITED COMMON ELEMENTS

A. Except as provided in these Rules and Regulations, no Unit Owner or occupant may alter or otherwise change the appearance of any of the common elements without the prior written approval of the Board of Directors. No trees, shrubbery or such, shall be cut partially, or in whole, in any common or limited common element without the written permission from the Board of Directors.

B. Flowers: A Unit Owner or occupant may plant or place flowers in his/her limited common element. The unit owner shall be responsible for their maintenance, the cost of which will not be included in the landscaping budget. Hanging flowers are permitted on the front porch but must be hung from the wood trim above the railing. No flowers, shrubs, trees or any other item (with the exception of bird houses and baths) shall be planted or placed in any common element without prior approval from the Board of Directors.

Bird feeders may be placed in the common element at a wood line or unimproved line not in the limited common element, patio, drip edge, or any other area that is close to a building.

C. Hanging Items: Self-standing clothes racks are permitted on the patio area only. No Unit Owner or occupant may hang clothes lines, laundry, towels, rugs, or drapes, and the like, from a unit, porch, nor in any other common or limited common element.

D. Signs: Unit owners may not display any signs, including "For Sale" and "For Rent" signs, political signs or the like in windows of any unit or attached to any building or placed in common or limited common element or place window displays or advertising in windows of any unit. Signs shall not be allowed to be placed at the entrances to the Condominium. In the event of an open house, a sign my be placed in the limited common element of the unit owner and additional signs directing the public to the unit for sale may be placed in the common elements. These signs cannot be put up prior to two (2) hours before the open house and must be removed immediately after the open house ends.

E. Flags: Only an American flag can be displayed and it must be placed in the limited common element of the unit. Flags and/or flag holders are not permitted to be attached to the unit in any way that would pierce the trim, siding, posts, or railing.

F. Porches, Patio, Combination Doors:
(1) Porches, patios and railings shall be kept in an orderly fashion at all times.
(2) The Association is not responsible for snow and ice removal from the porch and patio.
(3) All combination doors shall be Larsen Lifestyle Model 830-13, full view, white, or similar style as approved by the Board of Directors.

G. Sports and Play Equipment: Most children love to play outside and that is just fine; however, bicycles, wheeled toys and the like must be placed inside when not in use. Users should observe rules of safety and courteous behavior regarding their neighbors.

H. Outdoor Ground Lighting: The placement of outdoor ground lighting in the common element is not permitted. Such lighting in the limited common element must have approval by the Board of Directors.

5. USE OF COMMON AND LIMITED COMMON ELEMENTS

A. Recreational Activities: Children, grandchildren, parents and yes, even grandparents love to play with some type of ball. So, go to it and have fun. For safety reasons and potential damage to vehicles, such activity is restricted to the common element immediately adjacent to the Unit Owner or occupant who engages in such activity. It is also understood if any damage to the unit and/or the common element results from such activity, the unit owner will be responsible for the cost of repair subject to the approval by the Board of Directors.

B. Outdoor Equipment/Cooking Equipment and Furniture:
(1) Lawn furniture shall be restricted to the front porch or back patio.
(2) Cooking equipment shall be restricted to the back patio with the exception of Shiretowne's annual block party.
(3) Cooking grills are not permitted to be used in the front of the unit or garage area.
(4) Chimineas, portable pits, and wood burning equipment may not be used.
(5) Hot tubs are not permitted. It is recognized some unit owners installed hot tubs before the Rules and Regulations were adopted. In consideration of this situation and the costs for removal, these Unit Owners are permitted to keep them until such time as their units are sold. All future Unit Owners must comply with the Rules and Regulations. It is the responsibility of the Unit Owner to restore the patio to its original state before the unit is sold.

C. Holiday Decorations: December holiday lights/decorations, Memorial Day, Independence Day, Veterans Day, Halloween, and Easter decorations may be placed on or in front of the Unit Owner's or occupant's front porch, side of the garage, limited common element, or common element without the approval of the Board of Directors. However, the Board of Directors reserves

the right to disallow the existence of any decoration if it receives complaints from other Unit Owners or occupants and feels it is not in the best interest of the community.

Air-filled, inflatable decorations or blinking lights (which could disturb the neighbors), and the like, are NOT permitted.

Decorations for all holidays other than those in December may be placed no earlier than a week before the holiday and must be removed by a week after the holiday. December holiday lights/decorations may be placed no earlier than November 15th and must be removed by February 1st (of the following year). Should weather prevent the removal of extension cords, the extension cords will be removed as soon as the weather conditions permit.

D. Moving Containers and Receptacles: A maximum of two containers or trash receptacles utilized for moving, may be placed on the Unit Owner's side of the driveway with the adjoining unit for one week, by prior approval of the Board. Any additional containers or trash receptacles and time require additional prior approval of the Board. The Unit Owner is responsible for any damage caused to the driveway.

6. ARCHITECTURAL INTEGRITY

A. Siding, Trim, and Roof: With the exception of cable boxes, satellite dishes, and air conditioning units with outdoor compressors/condensers, penetration or cutting of the vinyl siding, vinyl trims or roof of the units, including the front porch area, by means of a screw, nail, bracket, hook, or the like is not permitted without prior Board of Directors' approval.

B. Cable Boxes or Satellite Dishes: Cable boxes may be mounted on the side of any end unit garage and satellite dishes 30" or less may be mounted on the rear roofs of any unit. Should the mounting of a satellite dish on the rear roof not be feasible due to poor signal strength, the Unit Owner should contact the Board of Directors for approval mounting exception.

Unit Owners (and successive Unit Owners) shall be responsible for any subsequent damage to the unit caused by the mounting of the cable box or dish antenna unless the cable box or satellite dish antenna is removed and the siding or roof repaired prior to the sale of the unit.

C. Air Conditioning Units: Outdoor compressors/condensers for air conditioning units may be mounted on the rear of any unit.

Unit Owners (and successive Unit Owners) shall be responsible for any subsequent damage to the unit caused by the mounting of an air conditioner compressor/condenser on the rear of a unit unless the air conditioner compressor/condenser is removed and the siding repaired prior to the sale of the unit.

Plans or descriptions for mounting satellite dishes and outside air conditioner compressors/ condensers MUST be approved by the Board prior to any installation.

7. VEHICLES/PARKING/SAFETY

A. There is no overnight parking permitted in the street for Unit Owners, occupants, or guests because all streets are fire lanes. Note: Parking IS permitted in the turn-around area at the end of Sterling Drive but IS NOT permitted at the end of Shiretowne Common Drive, as it is a Right-of-Way/Fire Lane for the non-Shiretowne Common property between our community and the interstate.

B. During or pending snow operations (snow plowing, snow blowing, and deicing/salting), cars MAY NOT be parked on the street. Any car parked on the street may be towed and stored at owner's expense if it interferes with snow operations.

C. All vehicles on the property must be in operating condition, currently registered, and insured

D. During the winter months, if you are going to be away, please make arrangements to have someone or the management company move your vehicle in the event of a storm, so that we will be able to remove the snow properly.
E. The parking spaces are to be used only for the parking of motor vehicles owned for personal use. No commercial vehicle, trailers, boats, or trucks with a gross weight over 6,000 pounds shall be permitted in the parking spaces except service vehicles, moving vans or the like at the property on business.
F. As a Unit Owner or occupant, you are responsible for the adherence of these parking rules and regulations for guests.
G. Posted speed limit on Coventry Woods Drive is 25mph. As advised by the Kennebunk Police Department interior roads should not exceed 20mph. Of course, all vehicles should adhere to the stop signs.

8. RUBBISH DISPOSAL AND RECYLING

A. The Town of Kennebunk has a "Pay As You Throw" trash disposal program. Trash tags or marked trash bags can be purchased for this purpose at a number of places in town. All household trash and recycling is picked up weekly by the Town's waste disposal contractor.
B. Trash and recycling containers may be placed at the end of the driveway the night before collection.
C. Trash and recycling containers shall be taken in the same day as collection.

9. LEASE OF UNITS

A. No unit owner shall be permitted to lease his/her unit for less than six (6) months (as defined in the Declaration) neither can any part of the unit be sublet. A lessee cannot sublet the unit.
B. When a unit is occupied under a lease, the owner shall be responsible for any and all damages and/or violations of the Condominium Bylaws, the Declaration and these Rules and Regulations, including payment of any insurance deductible amounts. Unit owners are ultimately responsible for timely payment of Condominium fees.
C. A copy of the Rules and Regulations must be provided with the lease and a lessee signed copy of the lease and Rules and Regulations, not to include the rental price, shall be given to the property management company or to the Board of Directors.

10. PETS

A. Animals kept by Unit Owner, occupants, or guests must not interfere with the comfort, safety, convenience, or enjoyment of occupants of the other units.
B. It is an animal owner's responsibility to pick up and dispose of his/her animal's feces immediately after the dropping.
C. A dog may not be kept outside a unit on a leash, rope, "invisible" fence, or by other electronic means. Doing so might result in a threat to neighbors comfort and enjoyment as well as potentially damaging to the lawn grass and shrubbery.
D. Unit owners and/or guests are encouraged to walk their dogs in areas that would prevent damage to the lawn grass such as in the street or on the edge of the woods.
E. If a Unit Owner or occupant has a cat(s), the litter must be properly disposed of by sealing it in a plastic bag and putting it in the unit owner's trash.
F. Unit Owners or occupants are subject to all applicable Town of Kennebunk ordinances and the Maine Leash Law.
G. No animal shall be permitted in any common element unless accompanied by and under the direct supervision of the unit owner or a member of such owner's household or guest.

11. MONTHLY FEES AND LATE CHARGES

A. Monthly fees are due and payable the 15th of the month by any of the methods stated by the Property Management firm or the Board of Directors.
B. Fees in arrears for thirty (30) days will be subject to a late fee of $25.00 each month and will incur interest of 1.5% per month.
C. Any delinquency in excess of sixty (60) days in payment of assessments for common expenses or charges by an owner shall be reported in writing to that unit owner's mortgagor, insurer or guarantor upon proper request. If the non-compliance is not corrected, the person will be notified by certified mail from the Association attorney that the matter has been turned over for legal action and all related costs will be added to the collection of the debt.

12. INSURANCE CLAIMS

When an insurance claim is necessary due to damage by an occupant or guest, the unit owner involved is responsible for the incurred deductible by the Association's Master Insurance Policy.

13. ASSESSMENT FOR NEW UNIT OWNERS

As stated in the Declaration, when a unit is sold an assessment equal to two (2) months fee will be charged to the buyer for working capital. This assessment will be deposited in the reserve fund and will not be considered a pre-payment of monthly Condominium fees.

14. PROBLEM RESOLUTION PROCESS

On the rare occasion where a Unit Owner or occupant is not in compliance with the Rules and Regulations, it is necessary to provide a process to address that noncompliance.

A Board member or Property Manager, upon notification or what they observe seems to be an issue not in compliance with the Rules and Regulations, will email the Secretary to have the issue added to the agenda under New Business for the next Board meeting.

If at the next Board meeting, the majority of the Board members present vote that the issue:

a) DOES NOT violate the Rules and Regulations, the matter is closed.
b) DOES violate the Rules and Regulations, the President will appoint either a Board member or Property Manager to address the issue with the Unit Owner or occupant.
c) IS A TIE VOTE, the Secretary will contact the absent Board members for their vote and the total absentee vote will be recorded in the minutes of the meeting. The total vote will also be changed to reflect the outcome of all votes.
    1) If the outcome of the total vote is that the issue does not violate the Rules and Regulations, the matter is closed.
    2) If the outcome of the total vote is that the issue violates the Rules and Regulations, the Secretary will contact the President, who will appoint either a Board member or Property Manager to address the issue with the Unit Owner or occupant. This appointment will also be added to the meeting minutes and the person will be notified by the Secretary.

If a resolution of the issue is reached, the person appointed indicates such at the following Board meeting and the matter is closed.

If a resolution of the issue cannot be reached, the Unit Owner or occupant may meet with the Board of Directors during the Unit Owner portion of the meeting at the following Board meeting for further discussion. The Board will then revote on the issue during the Old Business portion of the meeting and if required, following similar procedures as stated above for a tie vote.

If after the end of this Board meeting (or absentee voting if the vote was a tie during the meeting), the vote (or outcome of the total vote) is that the issue:

a) DOES NOT violate the Rules and Regulations, the matter is closed.
b) DOES violate the Rules and Regulations, the Property Manager will send a **First Notification Letter** to the Unit Owner or occupant via certified mail. The letter will state that the issue needs to be corrected within 14 days from receipt of the letter unless there is mutual agreement to extend the date.

The Property Manager will continue to monitor the issue and report either non-compliance or compliance at the next Board Meeting.

a) If compliance is indicated, the matter is closed.
b) If non-compliance is indicated, the Property Manager will inform the Board that a **Second Notification Letter** to the Unit Owner or occupant will be sent via certified mail. The letter will state that a $25 assessment has been charged to the Unit Owner's account and that the issue needs to be corrected within 14 days from receipt of the letter unless there is mutual agreement to extend the date.

The Property Manager will continue to monitor the issue and report either non-compliance or compliance at the next Board Meeting.

a) If compliance is indicated, the matter is closed.
b) If non-compliance is indicated, the Property Manager will inform the Board that a **Third and Final Notification Letter** to the Unit Owner or occupant will be sent via certified mail. The letter will state that a $100 assessment has been charged to the Unit Owner's account and that the issue needs to be corrected within 14 days from receipt of the letter unless there is mutual agreement to extend the date.

The Property Manager will continue to monitor the issue and report either non-compliance or compliance at the next Board Meeting.

a) If compliance is indicated, the matter is closed.
b) If non-compliance is indicated, the Property Manager will contact an attorney, who will send a **Legal Letter** to the Unit Owner or occupant via certified mail stating that the matter has been turned over for legal action and all related legal costs will be added to the collection of the debt.

The above process will also be followed for repeated incidents of the same noncompliance (for example, unacceptable noise, speeding, pet noncompliance, etc.)