

Owners Manual

A. Purpose

The purpose of this Manual is to provide, in one place, much of the information that Lot owners frequently need to refer to regarding their Lots and the common facilities, including HOA fees, maintenance, taxes, resale, restrictions, and the Common House. Additional information can be found in the Declaration of Covenants and Restrictions, the Bylaws, and other documents in the Membership Notebook.

B. Definitions

1. **Project:** The Project, as approved by the Town of Brunswick, is the Twin Echo Cohousing Community.
2. **CCCC:** CCCC is the most common abbreviation for Cumberland County Cohousing Community Limited Liability Company (which is also known as the CCCC). The CCCC is the legal entity that is the development company or "vehicle" for the subdivision. It is made up of households who intend to live in the subdivision.
3. **Maximus Associates:** Maximus Associates was the original developer for and declarant of the subdivision. Maximus Associates did this under a contractual agreement with the CCCC. The CCCC has been assigned and has assumed from Maximus Associates all Declarant Rights and Development Rights.
4. **HOA:** HOA is the abbreviation for the Two Echo Cohousing Community Homeowners Association. The HOA controls the completed aspects of the subdivision.
5. **LCE:** LCE is the singular abbreviation for Limited Common Elements, which are the areas of land shown and depicted on the plan entitled "Twin Echo Cohousing Community" and that are analogous to yards surrounding residences in a typical subdivision.

6. **Lot:** A Lot is essentially a home site. A Lot can be more specifically defined in two different ways:
 1. If a residence has not been built within the LCE, a Lot is a building envelope. The owner of an exclusive right of contract--vendee is deemed to be a Lot owner for the purposes of this Manual.
 2. If a residence has been built within the LCE, a Lot is the residence footprint. The owner of a residence footprint is deemed to be a Lot owner for the purposes of this Manual.
7. **Right of Contract--Vendee:** The right of contract--vendee, for the purposes of this Project, is the right to construct a residence within a building envelope. This right is similar to a deed in that it is recordable, insurable, and transferable, but since it doesn't have exact surveyed boundaries, it is not the same thing as a deed.
8. **Building Envelope:** A building envelope is the area of land within each LCE within which a residence may be built, and is defined by the setbacks of the particular LCE, which are provided in section E of the Permitting Manual.
9. **Residence Footprint:** The residence footprint is the area of land within each Lot and over which the residence foundation has been constructed according to a survey of the foundation.
10. **DRC:** DRC is the abbreviation for the Design Review Committee, which is a committee established by the CCCC and the HOA primarily to enforce the House Design Guidelines.

C. Homeowners Association (HOA) Budget, Fees and Assessments

1. Ownership of a Lot automatically denotes membership in the HOA, and Lot owners automatically remain members of the HOA for as long as they own their Lot at Two Echo.
2. The HOA will set an annual operating budget for the operation, maintenance, repair, and replacement of common amenities including but not limited to those in the 50 foot access easement on the lot of the farmhouse at 253 Hacker Road, and all roads, access roads, common parking areas (except as noted in C5 below), water, septic (except the cost of operating residential septic pumps), drainage, electrical (common amenities only), telecommunication (common amenities only), and similar utility systems. The budget will also include funds for liability insurance and other insurance on common amenities, and funds for the operation of all well pumps.
3. The monthly association fee is expected to be about \$100 to \$110 per home owner once the Common House is complete (and less prior to that time).
4. The cost of maintaining, repairing and replacing septic leach fields, septic pumps, septic tanks will be borne by the HOA. This includes the parts and labor costs of installing a time-elapse meter for septic pumps. Septic systems will be inspected annually and tanks will be pumped every three years. The cost of this will be borne by the HOA. A reserve fund, paid out of monthly fees, will be set up for maintenance, repair and replacement of the septic systems. As is indicated in section C9 below (which was taken from section 10 of the Declaration of Covenants and Restrictions), if a septic tank requires pumping more frequently, and the cause can be attributed to household negligence, that household may be charged by the HOA for the pumping.
5. The cost of maintaining, repairing and replacing all utility systems within a LCE serving only that LCE, except septic leach fields, septic pumps, septic pump meters, and septic tanks, will be borne by the owners of the LCE.

6. Individual Lot owners that supply electricity for well pumps used by more than one Lot will be reimbursed for the cost of supplying this electricity by the HOA. These costs may be passed on to individual Lot owners in accordance with each Lot's measured or estimated water usage.
7. Each car-free Lot owner will pay for, and may be assessed separately by the HOA, for the costs of maintenance (including snow removal), and repair of its two parking spaces and any structures thereon. These costs will be divided evenly among all car-free Lot owners.
8. Each car-access Lot owner will pay for, and may be assessed separately by the HOA, for the costs of maintenance (including snow removal), repair of any driveway from an access road to, and any driveway within, the LCE associated with that Lot. This includes a proportionate share of any driveway shared with neighbors from where that driveway leaves the main access road.
9. As described in section 10 of the Declaration of Covenants and Restrictions, the HOA may assess Lot owners for costs incurred by the HOA as a result of the negligence or willful acts of the owners, household members or tenants of such Lots.

D. Taxes

Individual home owners will be billed by the Town of Brunswick for their property, plus a share of taxes on common land and amenities.

E. Resale (and Leases with Option to Buy or for Terms of 20 Years or More)

1. The process for reselling a Lot in the subdivision will resemble a typical sale of a lot that is part of a homeowners association. Along with the Lot (and residence, if one has been built) and substantial control of the "yard" around it, the purchaser will be buying a share in the common facilities and land as well as membership in the HOA. Please see section C4 of the Purchasing Manual for information

regarding the Fair Share and private lot sales.

2. There are no restrictions on the reselling of a Lot, the leasing of a Lot with an option to purchase, or the leasing of a Lot for a term of 20 years or more, other than that the Lot owner shall provide adequate written notice to the HOA of their intent to do this. The purpose of this notice is so the HOA can contact its members and those who may be on a "waiting list" who may be interested in buying the Lot. The following specifics regarding this matter are taken from section 13 of the Declaration of Covenants and Restrictions:

Prior to advertising a Lot for sale or for lease with an option to purchase or for lease of twenty (20) years) or more, or listing a Lot with a real estate broker for sale or for such lease, or accepting an unsolicited offer for sale or for such lease, a Lot owner, excluding Grantor, the Cumberland County Cohousing Community, or any assignee of or successor to Grantor which acquires and holds undeveloped lots for resale, shall give the HOA two (2) weeks written notice of the intent to sell or lease with an option to purchase or lease for a term of twenty (20) years or more. Upon request from the Lot owner, the HOA shall certify that such notice has been received.

This notice of intent to sell or lease shall not apply to any transfer by gift or devise, nor to any transfer to any family or household member of the Lot owner or to any entity or trust controlled by or for the beneficial interest of the Lot owner or members of his or her family or household, nor to any mortgage, nor to any foreclosure sale or deed in lieu of foreclosure, nor to any leasehold of less than twenty (20) years that does not include an option to purchase.

If the HOA or its designees are interested in purchasing said Lot, the HOA or its designees shall give written notice of this interest to the Lot owner within said two (2) week period. No purchase option is intended to be established by this section.

F. Restrictions

1. Motor Vehicles:

a. The area of the subdivision that is in between the public faces of the homes is a car-free zone in which motor vehicles are not allowed except as described in b below. The eastern border of this zone is the south edge of the driveway of Lot 6. The central border of this zone is where the circular road in front of the Common House abuts the path/road to its south. The western border of this zone is where the western edge of the western parking lot abuts the path/road near Lots 25 and 27.

b. Occasions for cars, motor vehicles in the car-free zone are limited to moving in or out of residences, emergencies (ambulance, hospital, etc.), transporting large bulky items (beyond the capability of one cart), going on vacation (needing to load with more than one cart load), making service calls involving heavy equipment, fuel truck deliveries (which will be coordinated if possible), and the following drop-off situations: severe illness (afraid or unable to walk); disabled visitor or resident; and severe weather (really bad). Motor vehicles may not be parked at car free homes unless absolutely necessary. Residents who live in car-free homes will use Garden-way or similar carts to transport groceries, small children, luggage, etc. between the common parking lots and their homes. (See section F3 of the Purchasing Manual for information regarding which Lots are designated as car free and which are designated as car access.)

2. Home businesses:

- a. Home based businesses are allowed, within the limits set by the Town of Brunswick for the R.R. 1 Zone.
- b. No business that creates a large amount of traffic will be allowed, although clients may drive to the community for appointments.
- c. Business owner must direct clients to guest parking spaces.
- d. The HOA will create guidelines for the placement of signs in the 50 foot Access Easement (near Hacker Road), in LCE's, and on residences.

3. Septic:

- a. Sewage will be disposed of on our land, in septic systems. These systems will be carefully designed and maintained, and cooperation and understanding will be important in maintaining long lasting, healthy systems and preserving the quality of our environment.
- b. Garbage disposals in drains are prohibited in the subdivision.
- c. Homeowners are asked to keep as little grease as possible from flowing into drains; toxic liquids and foreign objects must be kept out of drains at all times.
- d. Beginning 8/13/00, the HOA will require a pump-out test of septic systems that use a septic pump. The test must be performed before the septic tank and pump are covered and back-filled, and must be witnessed by someone on the Maintenance or Management Committees.

4. Common Land:

- a. For information regarding the land owned by the HOA, please see the documents in the Common Land sections of the Membership Notebook.

5. Common House:

- a. For information regarding the Common House, please see the documents in the Common House section of the Membership Notebook.

6. Pets:

a. Introduction

This statement reflects our concerns and expectations about how pets are handled in our community. We consider pets to include all domesticated animals that live in our homes and yards (not livestock that might live in the barn or fields) and that visit our community.

In addition to the concerns and expectations expressed in this statement, community members and visitors are also reminded to obey all town, state, and federal laws that address pet health, licensing, and restraint.

b. Cats

We recognize the desire of community members to keep domestic cats as pets. While the ability of their cats to have access to the outdoors is important to some cat owners, there is significant concern among community members that cats adversely impact wildlife.

We expect cat owners to be responsive to this community concern. We expect cat owners to consider any and all of the following preventive measures in order to help limit the impact of cats on wildlife:

- Keep cats indoors
- Fencing (invisible or other)
- Leash or tether for short periods of time under supervision
- Neutering (because unneutered female cats will attract unneutered male cats into our community, and unneutered male cats are more inclined to roam)
- Don't leave cats out when not at home
- Be mindful of the number, and character, of cats you have in light of how many other cats are in the community
- Limit the amount of time cats spend outdoors, in particular, the times of year that cats are allowed out (prey is more vulnerable in the spring and summer)
- Selecting male cats over female cats (some maintain males hunt less, although we have not found convincing evidence of this)

c. Dogs

We recognize the desire of community members to keep domestic dogs as pets. While we recognize the need for dogs to run and walk outdoors, we want to ensure that dogs don't harm or scare people in our community.

We expect dog owners to be responsive to this community concern. We expect anyone responsible for a dog to abide by the following rules:

1. Dogs within yards (limited common elements) must be either leashed or fenced at all times, unless closely attended by a responsible person.
2. Within 50' of any house lot, in any parking lot, in the common green, and on the East and West Road (from Echo Road to East and West parking lots), dogs must be leashed at all times.
3. On Echo Road, dogs must be leashed if any other person (not in a vehicle) is present on the road, otherwise, rule 4 pertaining to All Other Areas applies.
4. In All Other Areas, dogs must be either leashed or under voice control at all times. Under voice control means that the dog is closely accompanied by a person who is able get an immediate desired response from the dog.
5. Adults in the community must approach and interact with dogs properly so as not to encourage an adverse response, and encourage children to do so also.
6. Dangerous dog breeds, such as pit bulls and rotweilers, are not allowed in the community.

Furthermore, we expect people responsible for dogs to consider the following:

1. Before letting your dog off its leash, consider:
 - A. The number of other unleashed dogs in the area

- B. The number of people in the area and the extent to which their activity is favorable to dogs
 - C. If there is any people-food nearby that could distract your dog
 - D. If there are any wildlife in the area that your dog might disrupt
2. Know your dog's temperament to be appropriately measured in the amount of freedom that you allow your dog. Similarly, consider the character and potential apprehension of the person with whom your dog might yearn to interact with; and
 3. Consider having your dog neutered (because unneutered female dogs will attract unneutered male dogs into the community, and unneutered male dogs are more inclined to roam).

d. Pets Other than Cats and Dogs

We recognize the desire of community members to keep pets other than cats and dogs but at the same time, we are concerned about pets harming or scaring people and pet impact on wildlife.

We expect owners of pets other than cats and dogs to be responsive to this community concern by abiding by the following rule: Pets other than cats and dogs must be fenced, leashed, or caged at all times on all Two Echo property, except in their home yards (LCEs) where they may be loose if accompanied by a responsible person.

e. All Pets, Including Cats and Dogs

We expect people who are contemplating getting a pet to consider the number and types of pets that they already own and that are already in the community as a whole, and consider not choosing species and breeds known to be dangerous.

To minimize the nuisance and health impact of pets, pet owners are expected to properly dispose of solid waste, especially within 50' of any house lot, in

any parking lot, along any road, or any other conspicuous places (where someone is likely to see it or step on it). Animal waste should not be disposed in toilets.

Before breeding a dog, cat, or other uncaged animal with intent to have a litter at Two Echo, consider:

1. Notifying the community of your intent, and
2. Identifying appropriate homes for the offspring.

f. Further Actions

We expect community members to raise concerns as they think appropriate with pet owners about specific incidents of (1) pet impact on wildlife, (2) pets scaring or harming people, (3) other unreasonable nuisances caused by pets.

Additional community discussions and measures may be needed to:

- limit the outdoor predatory activity of cats;
- ensure that dogs don't harm or scare people in our community;
- address behavior of specific cats, dogs, and other pets; and
- address any other matters related to pets;

in the event that the efforts of community members do not appear adequate.

7. Guns:

The discharge of firearms or high powered pellet guns will not be permitted on the property of the Two Echo Community, or within homes. In the following sentences, the terms "gun" or "firearm" are inclusive of all the devices mentioned above and "ammunition" refers to the projectile shot by the device. No loaded firearms are permitted on the property (inside or outside our homes), with the possible exception of law enforcement officials who may be members of the community. Guns and ammunition will be stored separately. There will be no formal notification procedure to identify those members who choose to exercise their privilege to own a firearm. Any

member may ask any other member whether they possess a firearm and can expect an immediate and full response. Members can seek assurance that any gun is being stored in a safe place, in a safe manner, separate from ammunition. In respecting each individual community member's privacy, the inquiring member will not further disclose this information to other community members without specific permission.

■ ■ ■ ■

9/18/00