

RULES AND REGULATIONS

and

RESIDENTS' HANDBOOK

of the

YORK & HIGH CONDOMINIUM

and

YORK & HIGH CONDOMINIUM ASSOCIATION

Current as of October 30, 2017

INTRODUCTION

High & York Condominium is a mixed use Condominium located on the westerly side of York Street, at the intersection of York Street and High Street, in Portland, Maine. The Condominium consists of sixty-three (63) residential Units located on the second (2nd) through the fifth (5th) floor, and Retail Unit(s) located on the street level (first floor). This handbook contains rules and regulations ("Rules") for the Residential Units that have been adopted by the York & High Condominium Association (the "Association"). The Association, acting through its Board, manages the affairs of the Condominium.

In these Rules, the term "Unit" refers to any one of the sixty-three (63) residential Units in the Condominium (the term "Unit" is defined in more detail in the Declaration), the term "Residents" refers to the occupants of a Unit (whether occupying through ownership or as tenants leasing from the owner), and the term "Board" refers to the Executive Board of the Condominium. Other terms will be defined in these Rules and will be capitalized to signify that they are specifically defined terms. Some capitalized words are not defined in these Rules, and they shall have the meanings assigned in the Declaration.

The Board will retain the services of a manager for the residential portion of the Condominium, referred to as the "Manager". Initially, the Manager shall be Dirigo Management Company. The Manager will be given authority to administer and enforce these Rules and to perform other administrative functions on behalf of the Board. If at any time the Board has not retained a Manager, then any references in these Rules to the Manager shall be deemed to refer to the Board. The Board may change and supplement these Rules in the future, but the Board does not have the power to change certain rules that relate to safety or structural integrity or that are critical to the functioning of the businesses that may be operating in the Retail Unit.

101 York Street, LLC (the Declarant of the Condominium), and its agents, employees, contractors and subcontractors, are exempt from these Rules in connection with the development, construction, marketing, sale, and leasing of the Condominium and the Units.

ARTICLE I GENERAL RULES AND REGULATIONS

1.1 Each Unit Owner shall be obligated to maintain his or her Unit in a clean, neat, sanitary and safe condition and keep the Unit in good repair in accordance with the Declaration.

1.2 Residents and their guests are expected to conduct themselves in a manner that will not disturb other Residents or their guests, or the customers of the Retail Unit. No unreasonable noise, disturbance or nuisance shall be allowed in any Unit or in or upon any Common Element, nor any use or practice that interferes with the quiet and peaceful occupancy of any Resident, or any Retail customer. All parts of the Condominium shall be kept in a clean and sanitary condition, and no refuse, rubbish or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate or result in the cancellation of insurance of the Condominium building or the contents thereof.

1.3 Residents have the right to use the Common Elements of the Condominium, such as the hallways, corridors and elevator and the right to use specified Common Elements of the Condominium, such as exterior walkways, emergency stairways, and the trash room, the fitness room near the entrance area on the second floor, but all such use must be in accordance with the

Declaration. Residents may not interfere with the use of these facilities by others. Residents shall have no rights to use or enter Retail Unit except as a patron.

1.4 The Units may be used only for residential purposes, subject in all events to the further restrictions contained in these Rules and in the Declaration. The Units may also be used for "home office" purposes, so long as commercial deliveries are minimal, no commercial signage is used and no staff, employees, agents, customers, clients, or business associates visit the Condominium in connection therewith.

1.5 Residents shall make their guests aware of these Rules and are fully responsible for their guests' conduct.

1.6 Except for the Residence Unit Storage room on the High Street side of the building (i.e., southwesterly corner of the street level adjacent to the Retail Unit), Common Elements may not be used by Residents to store furniture, bicycles, strollers, toys sports or other equipment or any other personal property whatsoever.

1.7 The Board may post other rules or policies regarding the use of specific facilities, such as the trash room, elevator, or the hallways. All posted rules or policies are binding on Residents and their guests.

1.8 Only the Board, the Declarant and their authorized contractors and agents have the authority to change, maintain or repair any of the Common Elements of the Condominium, except as set forth in the Declaration (under which the Retail Unit owner has special responsibilities and rights with respect to maintaining the exterior of the street floor of the Condominium building).

1.9 No Resident may interfere with or change any of the common heating, cooling, ventilation, lighting, plumbing, electrical, irrigation or similar facilities or the landscape plants and elements in the Common Elements.

1.10 Residents must comply with signs regulating the parking areas, drives, and entranceways of the Condominium.

1.11 Solicitors and solicitations are prohibited without the approval of the Board.

1.12 Neither the Association, the Declarant, the Board nor the Manager have any liability or responsibility for any personal property of a Resident or guest placed or kept on any portion of the Condominium.

1.13 The placing of boots, mats, umbrellas, boxes, bicycles, equipment or any other property or objects on the floor or in the corridor outside of the Units, in the hallway, or any other Common Element is prohibited.

1.14 NO SMOKING IS PERMITTED IN ANY OF THE COMMON ELEMENTS OF THE CONDOMINIUM, WHETHER OUTSIDE OR INSIDE, INCLUDING WITHOUT LIMITATION, THE ELEVATOR, CORRIDORS, STAIRWAYS, TRASH ROOM, STORAGE ROOM, FITNESS ROOM OR LOBBY.

1.15 Nothing shall be hung or displayed on or from the windows or the exterior walls or any Common Element. No awnings, canopies, or shutters shall be affixed or placed upon the windows, exterior walls or roof or any Common Element. No screen, antenna, sign, banner or

other device or item, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the building or any part of the Condominium. No addition or change of any exterior light or other exterior hardware shall be made, and no painting, attaching of decals or stickers, or other decoration shall be done on any exterior surface of the building or any part of the Condominium. No clothes, sheets, blankets, rugs or other articles may be hung out of the windows of any Unit or placed in or upon any Common Element or Limited Common Element.

1.16 Plumbing fixtures shall not be used for any purpose other than the common household functions for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, cat litter, debris, or other substances shall be deposited therein. The cost to remedy any damage to plumbing systems resulting from such misuse shall be paid by the Unit Owner that caused it.

1.17 No Resident or guest may enter upon the roof of the building or place or store anything on the roof (except for maintenance, repair, and replacement of HVAC and other equipment on the roof as specifically permitted in the Declaration). The roof access door shall be locked, and key access will be limited to the Manager.

1.18 The windows of each Unit have been fitted with opening limiter devices to help keep occupants safe from falling. Residents are urged not to remove these limiter devices, and if they do so, it is entirely at their own risk. New Residents are urged to inspect each window to ensure that the limiter devices are installed and secure, and to contact a competent window contractor if there is any doubt as to their security.

ARTICLE II INSURANCE

2.1 The Association will carry (or will ensure that the Association has provided) fire and property damage insurance in an amount equal to one hundred percent (100%) of the current replacement cost of the Common Elements and the Units (exclusive of improvements and betterments installed in the Units after the first sale of the Unit, and exclusive of personal property and other contents therein), and the share of the premiums allocable to the Condominium will be paid by the Association with each Owner paying his or her share as part of the assessment for Common Expenses. Certificates of insurance for the benefit of a Resident and/or the holder of a mortgage on a Unit may be obtained from the Association or its insurance agent. The foregoing is merely of a summary of the more detailed provisions regarding insurance – please refer to the Declaration for more details.

2.2 Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$500,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) casualty insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association or the Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. Each Unit Owner shall obtain and keep in force a customary condominium unit owner's insurance policy, and upon request will furnish the Association evidence that such coverage is in force. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein

ARTICLE III **SALE OR LEASING OF UNITS**

3.1 Except for the rights of the Declarant, no FOR SALE, FOR RENT, or any other signs, posters, or notices whatsoever may be placed anywhere within the Condominium (unless the Board establishes a bulletin board or similar area for notices for Residents).

3.2 In connection with the listing, sale or leasing of a Unit, a Resident may obtain a certificate of insurance with respect to the Association's property and casualty insurance that covers the Common Elements and the Unit may through the Manager. Upon request, the Manager will provide the statement and information required to be supplied to a buyer by Section 1604-108 of the Maine Condominium Act upon payment of the administrative fee established by the Manager.

3.3 The owner of a Unit may lease his or her entire Unit, subject to the following:

(a) No Unit may be leased without a written lease. The Manager must be furnished with a copy of the signed lease, and any subsequent amendment, within ten (10) days after it is signed.

(b) Leases must be for an initial term of at least three (3) months to no more than three (3) adult occupants unless (i) the Unit is being leased to someone who has signed a bona fide purchase and sale agreement to buy the Unit within a shorter time frame. No sub-leasing is allowed. The intent of these leasing provisions is to ensure that non-owner Residents will occupy a Unit for at least three (3) months to avoid an excessively transient residential community, and these provisions shall be interpreted and enforced to implement that intent.

(c) A Unit Owner who leases his or her Unit must, upon signing the lease, pay to the Association the "moving in" fee described in Section 5.4 of these Rules (and shall pay to the Association at the time at which his or her Tenant moves out the "moving out" fee).

(d) Tenants are required to comply with restrictions contained in the Declaration and all rules and regulations adopted by the Board, including the Rules in this handbook. The Unit Owner must give a current copy of this Handbook to tenants to ensure they are familiar with all rules and regulations affecting the Condominium.

(e) Except that residents occupying a Unit under a lease or rental agreement are not permitted to keep animals or pets of any kind, tenants generally have the same right to use the Common Elements of the Condominium as Unit Owners. However, tenants are not members of the Association and do not have the right to vote or to receive a proxy to vote from a Unit Owner or to receive notice of meetings of the Association. A lease does not qualify as a proxy for a tenant.

(f) Residents (including tenants) are responsible for any violations of the Declaration or the Rules committed by the Resident, or his or her family members, guests and agents. The Unit Owner of a Unit shall be responsible for violations committed by his or her tenants and their guests, including the cost of damages to any of the Common Elements caused by the Unit Owner's tenants or family members or guests of such tenant.

(g) Notwithstanding anything contained in this Article III to the contrary, no more than twenty-five (25) of the residential units in the Condominium, shall be leased at any given time. Accordingly, Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Manager that no more than the maximum allowed number of Units within the

Condominium are then actively under lease and that the Unit Owner may only then enter into a lease for his or her Unit. Provided, however, that the said limitation on the total number of Units in the Condominium that may be leased at any given time shall not be applicable to an institutional mortgage lender that acquires title in its own name, or in the name of subsidiary entity, to any Unit in the Condominium by foreclosure or deed in lieu of foreclosure during such time as such institutional mortgage lender or such subsidiary entity retains title to said Unit.

(h) In addition to the Rule that no more than twenty-five (25) of residential dwelling Units in the Condominium shall be leased at any given time, no Person (together with any affiliate of a Person) that owns more than one residential dwelling Unit, shall lease more than one (1) Unit at any given time. Further, under no circumstances shall any Unit or any portion thereof be rented as a so-called "short term rental" under any agency or booking platform such as "Airbnb", "VRBO", "FlipKey" or similar platforms or agencies.

(i) None of the restrictions on leasing residential Units set forth in this Article III or in the Declaration are applicable to leases entered into by the Declarant (or its assigns) with respect to Units that have not yet been sold by the Declarant and are still owned by the Declarant or its assigns.

ARTICLE IV CONTACT INFORMATION FOR RESIDENTS; KEYS

4.1 Unit Owners who do not reside in their Units, or who expect to be away for a substantial period of time (more than two (2) weeks) should provide the Manager with contact information, including the address and phone number(s) at which they can be contacted if the need arises.

4.2 Each Resident must give the Manager his or her telephone number at the Unit (whether listed or unlisted), the Resident's phone number at work and the name, address and telephone number of at least one relative or other person to contact in case of emergency.

4.3 A copy of the key for each Unit will be provided to the Manager by the Declarant. In the event that a Resident changes the locks on their Unit, or adds an additional lock to their Unit, a new key or set of keys must be provided to the Manager by the Resident.

ARTICLE V MOVING IN OR OUT

5.1 Residents planning to sell, buy, or lease a Unit should notify the Manager so he or she can provide a moving permit, elevator lock-out key and elevator mats. This is required for both outgoing and incoming Residents.

5.2 The Resident is responsible for payment of costs to repair damages to carpeting, doors, the elevator, walls and other Common Elements, which costs may be assessed as a Special Assessment against the Unit with respect to which the move-in or move-out takes place.

5.3 The Resident must furnish the name, address and telephone number of any moving company and sign the permit acknowledging receipt of instructions, the elevator lock-out key and protective elevator mats.

5.4 Any Resident moving in or moving out (except for the first move-in following the sale of the Unit by the Declarant) shall pay a fee in the amount of Two Hundred Fifty Dollars (\$250.00), which shall be non-refundable, and shall cover the estimated expenses of the Association such as wear and tear on the Common Elements, additional costs of trash removal, administrative expenses and the like. Such fee shall apply to both a Resident moving in and a Resident moving out (except for the first Unit Owner moving in after the sale of the Unit by the Declarant). The moving in or moving out fees are fully earned by the Association at the time such payment is due and are non-refundable.

5.5 The moving Resident must remove all temporary floor coverings, empty packaging boxes and other debris resulting from the move, and break down boxes and place them in the trash or recycling receptacles provided for Residents. No trash or debris shall be kept or placed, temporarily or otherwise, in the corridors, stairwells, lobbies or other Common Elements.

5.6 The moving Resident will be provided instructions for elevator usage during moving events, including instructions regarding the maximum loading capacity of the elevator. The Resident will acknowledge the instructions in writing. It is possible that certain furnishings may not fit in the elevator, or may exceed the weight capacity of the elevator.

ARTICLE VI INDIVIDUAL HEATING AND COOLING UNITS

6.1 Each Unit is heated and cooled by means of an individually controlled heating and cooling unit owned by each Unit Owner with a remote condenser located on the roof of the building. Because a major temperature differential between two units and/or wide swings in temperature within a Unit can cause discomfort to other Units and potentially damage building structures, Residents are required to maintain their thermostats at a temperature within the range of 60 degrees Fahrenheit and 80 degrees Fahrenheit. Temperature alarms will activate if the temperature within the unit falls below 58 degrees Fahrenheit or exceeds 82 degrees Fahrenheit.

6.2 The Association shall solicit bids and select an HVAC service contractor for routine maintenance and filter change for the heating and cooling units, including the roof-top condenser portion of the unit, for all the Unit Owners in order to obtain favorable pricing and to minimize the potential for damage to the heating and cooling units, the roof, etc. Participation in this maintenance program is mandatory and the cost will be allocated as a Common Expense liability in each annual Budget. Expenses for repairs (or replacements) of an individual Unit's heating and cooling unit, including the roof-top condenser unit that is not covered by the HVAC service contractor maintenance program will be at the sole cost of the Unit Owner and assessed against such Unit as a Special Assessment.

ARTICLE VII DECORATIONS OUTSIDE (OR VISIBLE FROM OUTSIDE) UNITS

7.1 Reasonable holiday or seasonal decorations may be hung only on the corridor-side of the entrance door to your Unit, and such decorations are only permitted to be displayed in the above fashion two weeks prior to a holiday and must be removed within one week following the holiday. Residents are not permitted to place any decorations or other items on the outside of their windows or exterior walls, or on the walls of the corridor, in the hallways or elsewhere in the Common Elements. **No decorative lighting, candles, lighted displays of any sort, signs, posters, decals, flags or any similar decorative items may be placed or**

displayed in the windows of the Units or the windows or glass entryways of any Common Elements.

7.2 The Board may authorize holiday or seasonal decorations in the lobby. Residents are not permitted to place decorations or other items in these area(s).

ARTICLE VIII
ALTERATIONS WITHIN YOUR UNIT

8.1 Most changes, alterations or improvements that you may want to make in your Unit, including alteration or replacement of floor coverings, appliances, electrical systems, ductwork, plumbing and partition walls, require the prior written approval of the Board. Certain work does not require approval of the Board or a construction permit, such as repainting and other cosmetic changes. If there is any question about whether a construction permit from the Association is required, you should contact the Manager. The Association requirement of a permit does not replace any approvals or permits that may be required by governmental authorities.

8.2 All work performed on Units, whether requiring approval of the Board or not, shall be performed by properly licensed and insured contractors. All contractors performing work shall carry liability and property damage insurance with minimum limits of \$500,000.00, as well as workers' compensation insurance. Certificates of insurance must be filed with the Manager before the work starts.

8.3 Construction approval shall be obtained from the Board before work is begun. The application shall state the nature of the work and, where applicable, the plans and specifications relating to the work, including a description of the materials to be used and incorporated into the work, the name and contact information for the contractor(s) that will perform the work, and the insurance certificates required by Section 8.2 above. No work may be done that affects Common Elements of the Condominium, including any common electrical, plumbing or other facilities, or that would in any way affect any structural component of the Condominium without the express prior written approval of the Board, and such work (if permitted) shall be done only by a contractor expressly approved in writing by the Board. The Board may in its sole discretion require the Unit Owner to obtain, at the Unit Owner's cost, certification from a licensed professional architect/engineer that alterations will not adversely affect Common Elements or structural components of the Condominium.

8.4 In addition to obtaining a construction approval from the Board (where required), no work shall take place unless the Resident has obtained from the local municipality or other governmental agency having jurisdiction, all necessary permits and approvals permitting such work to take place. Copies of such permits shall be provided to the Manager before work begins.

8.5 Residents and contractors must become familiar with the location of existing wiring, water and sewer lines and air ducts before doing any work that may affect these facilities.

8.6 No radio, television or other type of antenna or reception device or any other fixture, furnishing or other item shall be installed on the outside of the building or otherwise on the common facilities unless approved by the Board.

8.7 If a resident wants to replace carpeted floor surfaces with any other flooring material including, but not limited to, tile, stone, vinyl, or wood; an acoustical underlayment material must be applied in a manner approved by the Board before the new floor covering is installed. Such

acoustical underlayment must provide a minimum Impact Isolation Class (IIC) rating increase of 18, over and above the IIC rating that exists for the concrete floor assembly and the ceiling beneath the concrete floor.

8.8 Only a licensed plumber shall be permitted to disconnect plumbing within any Unit, even for such purposes as replacing dishwashers or other water-using appliances, and even where a construction permit from the Board may not otherwise be required.

8.9 Certain features, components, and systems have been installed by the Declarant to minimize the potential for undesirable impacts on the Unit, other Units or the Retail Unit below. The following have been installed and must be maintained in good working order by the Unit Owner:

- (a) Leak detection device in the utility laundry area.
- (b) Vibration isolating pads beneath laundry equipment.
- (c) Low/high temperature sensor.

No Resident shall alter, disable or replace the above-listed devices and systems. Any alteration that would require replacement of any of the above must be approved by the Board. Any alterations that would tend to increase noise or vibration in the Retail Unit below are subject to the approval of the Retail Owner.

8.10 Notwithstanding the requirements set forth herein regarding the insurance required of contractors, Unit Owner are responsible and liable to the Association for any damages resulting from alterations or changes to the improvements or facilities within their Units, and the cost incurred by the Association in correcting such damage may be assessed as a Special Assessment against the responsible Unit.

ARTICLE IX **FIRE AND SAFETY REGULATIONS**

9.1 All stairwells are constructed to act as fire towers and to contain fire for a specified period of time when all doors and windows are closed.

9.2 It is a violation of fire codes to prop open any of the exterior or interior fire doors or to open any of the windows at any level within the fire towers.

9.3 Smoking is prohibited in all Common Elements.

9.4 Storage of fireworks, explosives and flammable fluid, including propane or other liquid petroleum gases and hazardous paints, thinners and oils which would be in violation of Maine State Fire Code is prohibited. Wood or coal stoves, charcoal grills, and portable gas grills are prohibited.

9.5 If a Resident will be away for more than two (2) weeks, it is recommended that that all water valves within the Unit are shut off.

9.6 If a Resident has a pest problem of any kind they should contact a pest control contractor at their own expense and notify the Manager.

9.7 There are smoke detectors and carbon monoxide detectors in the Units and the interior Common Elements. Activation of any one of these will result in activation of the alarm system.

9.8 Fire alarm "pull" stations are located in various locations to permit fire system activation.

9.9 All rooms and hallways of Units and interior Common Elements are protected by fire sprinkler heads, mounted in the ceiling. In the event of activation of a sprinkler head by heat or by accidental breakage, the system is designed to spray a continuous stream of water under high pressure to contain a fire and summon the fire department.

9.10 Residents should not hang anything from, cover, or otherwise tamper with any fire protection devices.

9.11 In the event of discharge of water from an open sprinkler head, the adjacent Units and those on the floor levels below should be inspected for possible water damage and the Resident notified. The Manager must be notified and in the absence of a Resident will arrange to enter the Unit to inspect for damage.

ARTICLE X REGISTRATION AND CONTROL OF PETS

10.1 Residents that wish to keep a pet or pets must complete a Pet Application Form (available from the Manager), and if the pet is a dog or cat a current photograph must be attached. The Manager will present a copy of the applicable pet rules and regulations to the Resident for review and signature. Residents occupying a Unit under a lease or rental agreement are not permitted to keep animals or pets of any kind.

10.2 No livestock, fowl, poultry or animals may be raised, bred, kept or allowed in any Unit or the Common Elements, except for pets that are expressly allowed under this Article X.

10.3 Unit Owners residing in the Unit that he/she owns may have the following types and numbers of domesticated animals as pets:

- (i) Dogs: No more than two (2) dogs.
- (ii) Cats: No more than two (2) domestic house cats.
- (iii) Fish and other aquarium species: one (1) aquarium of not more than fifty-five gallon capacity.

No other animals or pets are permitted. The Association has the sole discretion to restrict certain breeds of dogs and/or cats from being kept in the Condominium.

10.4 Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

10.5 Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Condominium. Pets in transit are to be carried, restrained by a leash no longer than five feet in length, or placed in an animal carrier.

10.6 Pets shall be exercised and "walked" (e.g., allowed to urinate or defecate) only off the premises of the Condominium – in other words, in the public streets, parks or other areas off the Condominium premises specifically designated for such use. In particular, pets shall not be allowed to urinate on grassed or landscaped areas on or adjacent to the Condominium grounds, as this damages the landscaping.

10.7 Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet dropping in the following designated areas: (a) proper receptacles not on the premises of Condominium or (b) if securely double-bagged, in designated trash receptacles in the Trash Room. Cat litter may not be disposed of in toilets.

10.8 Unit Owners are responsible for any damage caused by their pets or those of their tenants or guests. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

10.9 No pet shall be allowed to become a nuisance or to create any unreasonable noise, odor or other disturbance. Examples of pet behavior that constitutes a nuisance for the purposes of this paragraph are as follows:

- (a) Pets whose unruly behavior that causes personal injury or property damage.
- (b) Pets whose barking, whining or other noise that can be heard from within any Unit or within any part of the Condominium.
- (c) Pets in Common Elements that are not under the complete physical control of a responsible person and on a hand-held leash not more than five feet in length or in a pet carrier.
- (d) Pets that defecate or urinate upon or otherwise spoil the floors or walls of a Common Element , another Unit, or the Retail Unit.
- (e) Pets that create odors that can be detected in Common Elements or in another Unit.
- (f) Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
- (g) Pets that are conspicuously unclean or are infested with parasites.

10.10 Pet owners will be responsible for the cost of all damage from pets, including damage to carpeting in hallways, the elevator or foyers, and to all trees and shrubbery, and will be billed for costs of such cleaning or replacement that may be required.

10.11 Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their Unit.

10.12 Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as the pets of Residents. No pet(s) of guests may stay in a Unit for more than 3 days in any one year period without prior written permission of the Manager.

10.13 Residents shall be responsible for and shall indemnify the Association, the other Unit Owners, the Retail Unit Owner, and the Declarant and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Condominium.

10.14 The foregoing pet provisions shall be enforced as follows:

(a) Any Resident or personnel of the Manager or Association observing or otherwise becoming aware of an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not resolved, is must be put in writing, signed, and presented to the Manager, who shall deliver it to the Board, who shall provide written notice of the violation to the Resident responsible for the pet. If so requested in the complaint, the identity of the complaining person shall remain confidential.

(b) If after two similar violations a problem is still unresolved, the Board shall arrange a hearing. The Board may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to persons or property. The Board may also institute fines as set forth in Article XIV.

(c) If the owner of the Retail Unit ("Retail Owner") brings a complaint and in its sole discretion determines that the Board has failed to enforce these pet provisions, then the Retail Owner may in writing direct the Board to take appropriate enforcement action, which may include in the sole discretion of the Retail Owner, requiring permanent removal of the offending pet, and the Retail Owner may seek any legal remedy in a court of competent jurisdiction, including but not limited to injunctive relief, and to recover from the responsible Resident attorneys' fees and costs in obtaining such remedy.

ARTICLE XI NOISE REGULATIONS

11.1 Because the Units share common walls with other residential Units, the control of noise and vibration is a major concern.

11.2 Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Retail Unit shall be deemed to be a "Noise Violation", and it shall be the responsibility of the Unit Owner causing the Noise Violation to promptly abate the Noise Violation.

11.3 Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

11.4 The construction methods and materials of walls, floors, flooring, doors, etc. and the selection of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Retail Unit. Certain provisions of Article VIII regarding alterations to Units are to ensure that these sound-mitigating measures remain in place permanently.

ARTICLE XII

TRASH AND RECYCLING

12.1 Normal household trash and garbage shall be placed in secure plastic trash bags. Trash disposal containers are located in the trash room (second floor near the fitness room). Any bulk items, boxes, etc., must be disposed of in the trash receptacles provided in the trash room.

12.2 Residents disposing of larger bulk items, such as TV sets, chairs, mattresses or springs, must arrange to have them removed and disposed of by a contractor at the Resident's expense.

12.3 Put medical waste in double plastic bags sealed to prevent leakage.

12.4 Flatten cardboard containers before placing in the designated area in the trash room of the Condominium.

12.5 The Board shall establish rules and may provide special containers and procedures for recycling of refuse. These rules will be posted in the trash room and may change from time to time with availability, pricing, technological developments, etc.

ARTICLE XIII OFF-STREET VEHICLE PARKING

13.1 J.B. Brown & Sons, a Maine corporation (its successor and assigns, the "Parking Garage Landlord") owns the adjacent two-level parking garage on the northwesterly side of the Condominium building (the "Parking Garage"). Pursuant to a memorandum of parking agreement between the Parking Garage Landlord and the Declarant which is, or shall be, recorded in the Cumberland County Registry of Deeds (collectively herein called the "Parking Agreement"), each residential dwelling Unit Owner, as appurtenant to and for the benefit of his or her residential dwelling Unit so long as he or she owns said Unit, shall have the right to lease one (1) non-exclusive parking space in the adjacent Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. The lease payments shall be paid directly by the Unit Owner to the Parking Garage Landlord during the term of the parking lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space tenants. The use of the Parking Garage is also subject to such reasonable rules and regulations as the Parking Garage Landlord may from time to time promulgate with respect to safety, security, vehicle size, vehicle height and traffic control.

ARTICLE XIV PENALTIES; ENFORCEMENT

14.1 These Rules may be enforced in any manner permitted by the Declaration or as set forth in these Rules. Unit Owners shall be responsible for violations by their guests, invitees, and tenants and shall be jointly and severally liable for any penalties, damages, or other amounts owing under these Rules or under the Declaration.

14.2 Any Resident who causes, or whose guests cause, any damage to any of the Common Elements of the Condominium is responsible for the costs of repairing such damage. The Association may recover such costs in any manner permitted by law, together with interest on such costs at the rate of the lower of (a) eighteen percent (18%) per annum and (b) the maximum rate permitted under applicable law until paid in full. In addition, such costs, with interest, may be

assessed as a Special Assessment by the Board against the Unit occupied by the Residents causing such damages.

14.3 Except for damages to the Common Elements, other Units, or the Retail Unit, any violation of these Rules shall be subject to Section 2.12 of the Bylaws and the following:

(a) The Resident shall be given written notice of violation by the Board (a "Violation Notice").

(b) If the Resident fails to cure such violation or discontinue the conduct constituting such violation within five (5) days after such Violation Notice, such Resident shall be liable to pay a fine in the amount of Twenty-Five Dollars (\$25.00).

(c) If the violation continues and/or is not cured within fourteen (14) days after written notice of the violation was given, such Resident shall be liable for a fine in the amount of One Hundred Dollars (\$100.00) per day for each day thereafter that the violation remains uncured or unabated, as the case may be.

The preceding is without prejudice to, and does not waive, any other rights or remedies of the Association. The Board shall have the right to seek or obtain injunctive or other legal relief to prevent a violation or continued violation of these Rules, or of any provision of the Declaration, and to recover attorneys' fees and costs.