EXHIBIT D

Rules and Regulations

(see attached)

RULES AND REGULATIONS

THE ENCLAVE AT SOUTH PORTLAND CONDOMINIUM
South Portland, Maine

The following common rules, regulations and standards of behavior (the "Rules and Regulations") have been adopted by the Board of Directors of The Enclave at South Portland Condominium Association (the "Condominium") in order to assure the Unit Owners the safe and peaceful use and enjoyment of the buildings and the Common Areas of the Condominium. All Owners and their guests are subject to the Rules and Regulations, which are both general and specific and are based on condominium law. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Board of Directors.

1. Right to Peaceful Enjoyment by All Unit Owners. No Unit Owner shall undertake or permit activities or noise inside a building or in a Limited Common or Common Area of the Condominium that interferes with the rights, comfort, security and convenience of other Unit Owners. This includes actions and noise by the Unit Owner, family members, visitors and tenants.

2. Guests. While visiting the Condominium, guests of Unit Owners shall abide by all aspects of these Rules and Regulations. Unit Owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.

3. Pets.

(a) Except as further provided herein, a maximum of two (2) household pets , following written consent of the Board of Directors, which consent shall not be unreasonably withheld or delayed, are allowed per Unit.

(b) Exotic pets, farm animals and wild animals are not permitted.

(c) Unit Owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the Unit Owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.

(d) All pets must be licensed and inoculated as required by law, and owners must comply with City of South Portland ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.

(e) No pet is allowed outside of its Unit except on a leash and under the control of a responsible person.

(f) Owners are responsible for the daily removal of pet wastes from lawn or roadway Common Areas.

(g) Damage to Common Area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the Unit Owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

(h) No animal shall be permitted to bark, meow, or make other noises as to disturb neighbor's rest or peaceful enjoyment of their Unit or the Common Area.

(i) Unless otherwise authorized by the Board of Directors, no animal may be tied or leashed outside the Unit at any time. Exterior pet runs and dog houses are permitted only with the Board's permission and upon the Board's determination that the proposed structure is sufficient. Any proposed structure must be tastefully constructed and painted to match the Condominium.

(j) The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets (excepting, however, that each owner shall always be permitted to keep a minimum of two (2) household pets), size, and species, to establish additional behavior requirements or rules regarding the restraint or leashing of animals, and to expel any offending animals from the Condominium.

(k) Upon the receipt of written notification of any Unit Owner as to the violation (the "Pet Violation Notification") of the provisions of this Section (collectively the "Household Pet Provisions"), or upon the Board of Directors' own initiative, the Board shall, with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the specific nature of such violation, including, time, date and location, and the Board's authority to levy fines for violating the Household Pet Provisions (the "Household Pet Violation Letter"). Upon receipt of a second Household Pet Violation Notification with respect to any Unit Owner who has previously been sent a Household Pet Violation Letter by the Board of Directors, the Board shall impose a fine of $50.00 for each day (or part thereof) such violation continues, or, in their sole discretion, may arrange for repair and dean-up at the violating Unit Owner's expense. Unpaid repair and clean-up charges as well as unpaid fines levied pursuant to this Paragraph shall constitute a lien on the Unit owned by the violator of the Household Pet Provisions pursuant to the provisions of 33 M.R.S.A. §1603-116.

4. Driveway and Parking Control.

(a) Parking or driving of motorized recreational vehicles on lawns, streets and common areas is prohibited.

(b) Street parking is permitted only on the side of any street that corresponds with the evenly numbered houses.

(c) Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.

(c) Recreational vehicles, boats, campers, trailers, etc. shall not be left in a driveway or automobile parking area for a period of more than three (3) days without the consent of the Board.

(d) All vehicles on the premises of the Condominium are there at the Owner's risk, and the Association is not responsible for damages.

5. Stormy Weather.

(a) The Association shall remove snow and ice from individual unit walkways and driveways. Unit Owners shall be responsible for the removal of snow and ice from private decks.

(b) All Owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.

(c) In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the Unit Owner/tenant.

(d) During winter months, the Unit Owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from air intake/exhaust fittings; clearing snow away from dryer vents if close to the ground; clearing snow away from sliding glass doors and basement bulkhead doors; and ensuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your Unit or others. The Unit Owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.

(e) Unit Owners who are away for extended periods of time, particularly in winter, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no storm or cold weather damage has occurred. It is essential that a member of the Board be notified of who has this responsibility and who has authorized access to the Unit.

6. Household Trash.

(a) Garbage, household trash, and recyclables shall be kept in closed containers inside the Owner's Unit or in such other area designated by the Board. Containers should be placed at the foot of the driveway on the day(s) designated for collection. Empty trash and recycling containers should be returned to such storage areas as soon as possible.

(b) Owners/tenants are responsible for insuring that accumulated trash and recyclables do not create a nuisance in regards to odor, cleanliness, bug infestation, or neatness.

(c) Trash and recycling removal services for the Condominium are only for the removal routine household trash. Larger items are the responsibility of the Owner/tenant and should be disposed of in accordance with the City of South Portland ordinances and practices.

7. Video Antennas and Satellite Dishes. No satellite dishes may be installed in a manner that is visible from the street in front of a Unit. Subject to the Board's approval of placement, a Unit Owner may install one satellite dish no more than 3 feet in diameter.

8. Air Conditioners.

(a) If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal or replacement.

(b) The air conditioner may remain in place from April through November and must be removed during the winter months.

(c) The Unit Owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

9. General Hazards and Liability of Unit Owners.

(a) Nothing shall be done, kept in any Unit or in any part of the Common or Limited Common Areas that will cause an increase in the insurance premium for the property without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, kept in the Unit or in the Limited Common or Common Areas which will result in the cancellation of insurance on the property, any part thereof or that is in violation of any law, regulation, or administrative ruling.

(b) Unit Owners shall be liable for the expense of maintenance, repair or replacement of any damage to the Common or Limited Common Areas or to another Unit caused by such Unit Owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a Unit.

10. Hazardous Materials.

(a) It is strongly recommended that Unit Owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, Unit Owners are responsible for appropriate and lawful storage, safekeeping and disposal.

(b) Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.

(c) Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

(d) Spills of fuel oil, kerosene, other hazardous or polluting substances inside a Unit, or on any Common or Limited Common Area (paved or otherwise) shall be reported immediately to the Board of Directors.

(e) All removal, remediation and restoration costs associated with a hazardous material spill caused by a Unit Owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the Unit Owner.

11. Yards.

(a) Limited Common Element yard areas ("Yard(s)") are appurtenant to a Unit and reserved for the exclusive use of the Unit Owner.

(b) Yard maintenance is the responsibility of the Association.

12. Exterior Decorations.

(a) Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building decor. Simple lighting can be strung on bushes in front of a Unit. No lighted decorations can be attached to the building. No large freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

13. Signs.

(a) "For Sale" or "For Rent" signs or other real estate marketing devices are allowed in the Condominium without the approval of the Board of Directors.

(b) Realtors may place up to two temporary "Open House" signs on the Common Area on the day of the scheduled Open House, and these signs must be removed immediately after the close of the Open House.

(c) No business or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

14. Solicitation.

(a) There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Board of Directors.

15. Information and Emergency Contact.

(a) Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.

(b) All Unit Owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the Unit.

(c) Unit Owners who are away for extended periods of time, either on vacation or because of seasonal use of their Condominium Unit, are responsible for arranging with a neighbor, friend or contractor to have their Unit checked periodically to ensure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who has(ve) this responsibility and who has(ve) access to the Unit.

16. Short-Term or Long-Term Rental of Condominium Units.

(a) Short term rentals of less than thirty (30) days shall not be permitted.

(b) Unit Owners who wish to rent their property must use a standard lease form, approved by the Board of Directors, and must require tenants to show proof of contents insurance. The lease shall have a term of not less than one (1) month.

(c) Unit Owners must not suspend their own Condominium Owner's insurance policy during the period of rental.

(d) Unit Owners who rent their property to another for any period of time must obtain a written acknowledgment from the tenant that they have been given a copy of the Condominium's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Board of Directors prior to occupancy.

(e) Regardless of the terms of rental, the timely payment of Unit monthly fees and special assessments during the rental period remains the responsibility of the Unit Owner. In the event of non-payment, regardless of who should be making payments, the Unit Owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

17. *Age Restriction.* It is intended that the Condominium qualify for the adult community exemption under the Fair Housing Act. Accordingly:

(1) The deed for each Unit shall contain a certification by the grantee(s) under the penalties of perjury, that as of the date of execution of the deed, at least one of the occupants or Unit Owners has attained the age of fifty-five (55) and that the Unit will not be occupied by any persons under the age of eighteen (18).

(2) In the absence of fraud, the statement included on any deed for a Unit shall be conclusive on all questions as to the age of the prospective purchaser, tenant, or lessee in question; and in the absence of fraud, no conveyance, rental, or lease for which such statement has been made shall thereafter been deemed to be void or voidable.

(3) In the event of the death of the Unit Owner who has attained the age of fifty-five (55), and at least one heir or devisee has not attained the age of fifty-five (55), the Unit, the Unit must be sold or transferred as soon as is reasonably possible to a transferee or purchaser who has attained

the age of fifty-five (44). Such transferee or purchaser shall also certify that at least one of the occupants or Unit Owners has attained the age of fifty-five (55) and that the Unit will not be occupied by any persons under the age of eighteen (18).

(4) No person under eighteen (18) years of age may reside permanently in any Unit.

(5) No person under the age of eighteen (18) shall occupy a Unit beyond (30) thirty consecutive or (60) sixty cumulative overnight stays in any calendar year. Upon prior written request by a Unit Owner, the Board may grant a short-term extension for extenuating circumstances.

18. Procedures.

(a) Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) shall be communicated to a Board member immediately.

(b) Work requests, suggestions or complaints to the Board shall be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.

(c) Any personal or phone contact with a Board member shall only be made during reasonable hours of the day.

19. Violations of Rules and Policies Including Financial Obligations.

(a) When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the Unit Owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.

(b) In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.

(c) Any Unit Owner has the right to appeal a Board decision in writing to the Board of Directors and to request a hearing before the Board.

(d) All Unit Owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an Owner is liable, and unpaid financial obligations, including amounts owing to the Managing Agent for services provided to the Unit, *may become a lien against the violating Owner's Unit* if not satisfied in a reasonable period of time.

The Board of Directors welcomes constructive input and involvement from any Unit Owner. In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Board of Directors of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all Unit Owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, Bylaws and Rules and Regulations.