2/1/85 Version

RULES AND REGULATIONS

OF

MORNINGSIDE, A CONDOMINIUM

GENERAL

1. Morningside Bangor Condominium Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, terraces, balconies, drives, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

RESTRICTIONS OF USE

5. Except for areas of the Condominium designated for recreational use, no Unit shall be used for other than single-family residential purposes for the Unit Owner and the Unit Owner's family related by blood, marriage or adoption, and the tenants and guests of such Unit Owner and of the Unit Owner's such family, provided that nothing in the Condominium Documents shall be construed to prohibit the Declarant from exercising any easements and rights reserved by the Declarant pursuant to Article VII of the Declaration or using any appropriate portion of the Common Elements for purposes including promotional, marketing or display purposes, from exercising these reserved rights for settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in the Declaration.

6. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Executive Board as herein or in the By-Laws expressly provided.

7. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Buildings or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area. No waste shall be committed on the Common Elements.

8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any Common Element. Trash, garbage and other waste shall be kept only in sanitary containers, not visible from other Units.

9. The water closets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

10. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

11. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Buildings or which may structurally change the Buildings nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board or Covenants Committee as provided in the Condominium Documents.

12. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock if such operation shall disturb or annoy other occupants of the Building in which his Unit is located.

13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed

for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any Unit unless authorized in writing by the Board or Covenants Committee, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Executive Board or the Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

14. Draperies, curtains or venetian blinds must be installed by each Unit Owner on all windows of his Unit, and must have white backing.

15. No Unit Owner shall cause or permit anything to be hung, displayed or exposed from his Unit or on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radios or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his Unit. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Executive Board. Terraces, decks, balconies and patios shall not be used as storage areas. No terrace, deck, patio or balcony shall be enclosed or covered by a Unit Owner without the prior consent in writing of the Executive Board or Covenants Committee.

16. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

17. No Unit shall be occupied as a residence by more persons (including children) than two (2) residents for each bedroom although this maximum may be exceeded for brief visits to accommodate a reasonable number of guests.

PET RULES

18. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds not to exceed one pet dog, two cats or one caged bird per Unit, aquarium fish and other limited species of animals which do not normally leave the Unit and which do not make noise is permitted, subject to

the rules and regulations adopted by the Executive Board, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Executive Board. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim of liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

19. Permitted pets may be maintained in a Unit so long as they are not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygenic offensiveness.

20. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

21. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas outside the Owners' Units.

PARKING AND STORAGE

22. All personal property placed in any portion of the Buildings or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

23. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. The parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking of commercial vehicles, trailers, motor homes, or trucks with a gross weight of over 6,000 pounds except with the prior written approval of the Executive Board or Covenants Committee. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

24. All the Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

25. Parking so as to block sidewalks, walkways or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue.

ENTRY INTO UNITS

26. The agents of the Executive Board or the Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or Unit in a Building with the written permission of the Unit Owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities stated in the Condominium Documents.

ASSOCIATION

27. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Treasurer's Unit or the Managing Agent's office by cash, check or money order, payable to the Condominium Association.

28. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

CONSIDERATION IN USE OF UNITS

29. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Executive Board and the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

30. Any damage to the Buildings or other Common Elements or equipment caused by a Unit Owner or such Unit Owner's pets shall be repaired at the expense of the Unit Owner.

GENERAL

31. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board or

Covenants Committee. No fences may be erected around or on the Common Elements without the prior written consent of the Executive Board or Covenants Committee.