RULES AND REGULATIONS OF WINDHAM WAY CONDOMINIUM

GENERAL

1. Adoption and amendment. Windham Way Condominium Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Compliance. All Unit owners, their families, invitees and guests and all other persons on the Condominium property shall comply with these Regulations.

3. Obstructions. There shall be no obstruction of the Common Elements.

5. Document Conflict. In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

6. Insurance, etc. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. 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 building or contents thereof or which would be in violation of any building or fire code. No waste shall be permitted on the Common Elements.

Unit Owners are responsible for the payment of the applicable insurance deductible for damage to their Units, or such other deductible as may then be applicable under the insurance policies carried by the Association for a Unit, and for losses that are not covered under the Association's policy. As further set forth in the Declaration, each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit and loss of use for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability.

7. Trash. All garbage and trash must be stored inside a Unit, or disposed of in the dumpster(s) located within the Common Elements. Any trash spread on the Common Elements shall be promptly picked up by the Unit owner. Only ordinary quantities of typical household trash may be deposited or left for pick up, excluding furniture, appliances, electronic waste and hazardous waste.

8. Plumbing and Sewerage. The toilets and other water and sewer apparatus shall be used only for the household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes or other improper articles shall be deposited in the sewer system. The cost of repairing any damage resulting from misuse of any of such apparatus shall be paid by the Unit owner causing such damage.

No washing machines shall be permitted in a Unit unless equipped with stainless steel mesh reinforced hoses connecting directly to the water supply.

Unit owners shall comply with the periodic water heater replacement program established from time to time by the Board of Directors.

9. Unit Repair/Minimum Temperature. Each Unit owner shall keep his/her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or other substance onto the Common Elements.

All Units shall be maintained a minimum temperature of no less than 55 degrees Fahrenheit in order to prevent the freezing of pipes and damage to the Unit and Common Elements. Units may not be left unheated.

10. Structural and Common Element Changes. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors or as otherwise provided in the Declaration.

11. Nuisances. 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.

12. Smoking. Smoking shall be prohibited (i) within each Unit (ii) within the Common Elements of buildings, including without limitation their lobbies, hallways, walls and stairs, and (iii) such other portions of the Common Elements as may be designated from time to time as areas in which Smoking is prohibited.

No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, or family member which would violate this Section.

Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

(i) Definition of Smoking**.** The term "Smoking" shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as "electronic nicotine delivery

systems" or "e-cigarettes." The term "Smoke" shall include all the products and residue of Smoking.

(ii) Disposal of Smoking Products**.** All lighted and/or unlighted Smoking products shall be disposed of properly in the proper waste receptacles. They shall not be thrown from balcony or patio areas. Smoking products shall not be deposited on the Common Elements, including outdoor walkways, parking lots, drives and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner. These provisions shall not be deemed to allow Smoking on the Property.

(iii) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(iv) Enforcement**.** Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit, or from an occupant of a Unit, then the burden of proving that Smoking did not occur shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to $50.00 for each single occurrence, in additional to all other rights and remedies of the Association. Upon a second Smoking violation, the charge for each incident constituting a violation shall increase to $250 per incident in additional to all other rights and remedies of the Association including the recovery of its legal expenses.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days' written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, but such person shall not be entitled to recover legal expenses. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

13. Noise. No Unit owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts or convenience of other Unit owners, including the actions of pets. 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.

Furthermore no Unit owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 10 o'clock p.m. and the following 8 o'clock a.m. if such operation shall disturb or annoy other occupants of the Property.

14. Use of Units. Except activities conducted entirely within the Unit, not detectable from outside the Unit and not involving visits by customers, salesmen or clients, no unit shall be used for commercial or business purposes. No Unit shall be used or rented for transient, hotel or motel purposes. Pursuant to the Declaration, no Unit may be leased for a period of less than six (6) months except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period.

15. Signs. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Units except by the Declarant. The Declarant has the right to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units. Any Mortgagee who may become the owner of any Unit may 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.

16. Window Coverings. Window blinds may be installed by each Unit owner on all windows of his Unit; provided, that, such blinds must have a solid white backing.

17. Hangings and Visible Changes. No Unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit, or Common Elements or Limited Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit, Common Element or Limited Common Element, except for existing directional signs of the Association. The prohibition herein includes without limitation flags, other than the US or State of Maine flags, banners, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items except as otherwise expressly required by the Federal Communications Commission Rules or law. Under no circumstances shall any air conditioning apparatus, television or radio antennas or dishes, or other items be installed by the Unit owner beyond the boundaries of his Unit except with the special permission of the Board of Directors from time to time upon any conditions and terms that they may establish; and (iii) any original exterior HVAC systems installed by the Declarant shall be permitted.

Notwithstanding the foregoing, signs displayed from a Unit supporting or opposing a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held, are permitted.

No decks may be stained or painted by Unit Owners without the permission of the Association. A written request should be sent to in advance to the Association. No work may commence until written permission has been received from the Association.

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 Board of Directors. No deck, patio balcony shall be enclosed or covered by a Unit owner except for the construction of the optional sunspaces by the Declarant as permitted in accordance with the Declaration.

Flowers and annual plants may be planted in the Limited Common Elements and other designated areas subject to the approval of the Board of Directors.

1**8. Storage**. Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture and barbeque grills, provided, that only electric barbeque grills may be stored or used on the outdoor decks and patios. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas or Limited Common Areas.

No propane or gasoline shall be stored or used in any Unit, excepting only heating systems installed by a licensed plumber or heating technician.

19. Illegal Acts. 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.

PET RULES

20. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except orderly dogs, cats or other household pets as permitted by the Declaration and these Rules and Regulations.

Except for certain types of ordinary household pets expressly permitted herein, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements however a Unit Owner may keep within such Unit up to one (1) dog (two dogs if both dogs are under 25 pounds), two (2) cats and a reasonable number of other ordinary household pets such as caged birds and tropical fish.

No pets and animals shall be permitted outside of a Unit except on a leash attended by a responsible person.

Pet owners shall immediately clean up the droppings left by their pets.

Upon notice and opportunity to be heard, the Association may expel dogs, cats or other pets in violation of these Regulations or the Declaration from the Property and may fine and assess penalties against offending owners.

21. In any event all pets and animals shall be restrained so as not to become a nuisance, noisome or offensive to, or endanger other persons on the Property. Such actions may include, but are not limited to, barking, scratching, crying in the Common Elements or within a Unit which can be heard outside of the Unit's boundaries or attacking people. The Board of Directors shall have the right to determine whether these restrictions have been violated.

22. All pets must be registered and inoculated as required by law and registered with the Association.

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

24. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous be the Board of Directors in its discretion shall be prohibited. Without limiting the foregoing, Dobermans, Rottweilers and Pit Bulls or any mixtures thereof shall be prohibited.

PARKING AND STORAGE

25. Unless otherwise authorized by the Association, the no parking areas may not be used for any purpose other than for passenger automobiles, trucks and motorcycles, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

26. No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property. All vehicles must have current license plates and be in operating condition. No motor vehicle repair may be carried on in the Common Elements. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

27. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property.

28. All 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.

29. Parking shall not be permitted in areas posted against parking or which block sidewalks, garage entrances, or driveways. The Association may restrict overnight parking on the Condominium streets in accordance with posted signs.

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, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

30. All personal property placed in any portion of the buildings or any place appurtenant thereto, 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, even if due to the alleged fault or negligence of the Association.

31. Nothing shall be stored on the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws.

ENTRY INTO UNITS

32. Upon request of the Board of Directors, each Unit owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) (including electronic keys and key cards) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units. No Unit owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. If no such key is provided for any reason, then the Association shall not be liable for any damage in breaking into a Unit for the purpose of exercising and discharging its powers and responsibilities, including without limitation, damage to the Common Elements.

33. As also provided in the Maine Condominium Act, the agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any Unit upon reasonable advance notice to the Unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and with such notice as may be possible) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

MOVING

34. Move-ins and move-outs are restricted to the hours between 9:00 a.m. and 8:00 p.m.

FAILURE TO PAY COMMON CHARGES AND SERVICE CHARGES, FINES

35. With respect to Common Charges, Service Charges and Fines, there is a 10 day grace period for late payments. If not paid within 10 days of when due, a $25.00 late fee shall be assessed on the 11th day. If not paid within 30 days of when due, then effective on the 31st day there will be a 18% interest rate fee assessed effective back to the original due date in addition to the late charge. All costs of collection including reasonable attorney's fees shall be a lien on the Unit

36. Upon any failure to comply with the Rules and Regulations, the Bylaws or the Declaration by a by a Unit Owner, his or her family, occupants and tenants, and any guests and invitees thereof visiting a Unit, the Board may assess a fine against the Unit owner in the amount of up to $100.00 for each day of violation, provided that a Unit Owner shall be given notice and opportunity to be heard by the Board, but the Board's decision shall be final on the amount of such fine. If a fine is not paid within 30 days, then the Unit Owner shall pay interest at the rate of 18% per annum on the outstanding balance and shall be liable for all costs of collection and enforcement including without limitation reasonable attorneys fees. The amount of the fine with interest and costs shall constitute a lien on the Unit.