RULES AND REGULATIONS OF DUNSTAN CROSSING CONDOMINIUM

GENERAL

1. Adoption and amendment. Dunstan Crossing Condominium Association ("Association") has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

The Rules and Regulations of the Master Association are incorporated herein by reference. **The Dunstan Crossing Condominium and the Homeowners Associations may adopt additional or more restrictive rules and regulations. These Rules and Regulations may be amended from time to time by resolution of the Board of Directors of the Condominium Association.**

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

The cost of repairing any damage resulting from noncompliance with the Rules and Regulations caused by a Unit Owner, his family, guests and invitees shall be paid by the Unit owner. Any and all costs of determining potential or actual damages and any legal fees will be borne by the Unit owner.

After notice and opportunity to be heard, the Board of Directors may fine Unit Owners for each day of noncompliance with the Rules and Regulations, Bylaws and Declaration, and each Unit Owner shall be responsible for the legal expenses of the Association in enforcing compliance with the Rules and Regulations, Bylaws and Declaration, including without limitation any breach by the owner, members of his family, guests and invitees.

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 or reduction in the scope of insurance coverage on the building or contents thereof, an increase in the amount of the premiums, or which would be in violation of any building or fire code.

Unit Owners are responsible for the payment of the first $10,000 of any applicable insurance deductible for damage to their Units, or such other deductible amount as may then be applicable under the insurance policies carried by the Association for Units, and the value of

improvements and betterments. We encourage Unit owners to discuss the proper level of coverage for their unique situation with their insurance agent/broker.

Each Unit Owner should obtain at his own expense a personal condominium insurance policy (namely form type HO-6 as established by Insurance Services Office, Inc.) for damage to his Unit and personal property for his own benefit and for his personal liability as well as upon any improvements made by him to his Unit or the Limited Common Elements under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall maintain such insurance coverage which would decrease the amount which the Association may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association. Neither the Association nor its officers, directors or managers have any obligation to monitor whether an Owner has procured such personal insurance coverage.

7. Trash. All garbage and trash must be stored inside a Unit or other designated area until the day designated by the Association or by the Town of Scarborough (once the roads have been accepted) for pick up, when it may be left outside in an animal proof, covered container. Any requirements of the Town as to particular type of container shall be complied with. Empty trash receptacles shall be promptly returned to the interior of the Unit after pick up. Any trash spread on the Common Elements shall be promptly picked up by the Unit owner.

No waste shall be committed on the Common Elements.

8. Plumbing/Washing Machines/Water Heaters. 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.

No washing machines shall be permitted in a Unit unless equipped with stainless steel mesh reinforced hoses connecting directly to the water supply. Hoses installed by the Association shall be assessed as a Service Charge.

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 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.

If a Unit has constructed an approved porch or sunroom facility as authorized under the Declaration, the Owner shall maintain such facility in good condition and repair at the Owner's expense and in a manner consistent with the Common Elements.

Each Unit should be maintained a minimum temperature of no less than 55 degrees Fahrenheit at all times in order to prevent the freezing of pipes and damage to the Unit and Common Elements. Each Unit owner is responsible for monitoring compliance with this requirement when the Unit is vacant.

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. Noise. No Unit owner shall make or permit any disturbing noises or do or permit any noise which will interfere with the rights, comforts or convenience of other Unit owners with normal sensibilities, including without limitation the actions of pets.

All Unit owners shall keep the volume of any radio, television, musical instrument and other devices sufficiently reduced at all times so as not to disturb other Unit owners with normal sensibilities, as determined by the Board of Directors.

Furthermore, no Unit owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 11 o'clock p.m. and the following 8 o'clock a.m. if such operation shall disturb or annoy other occupants with normal sensibilities.

13. Residential Use of Units/Leasing. The Units are restricted to residential use. 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.

As further appears in the Declaration, no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease for a period of not less than six (6) months which provides that the tenant and all other occupants must comply with the Declaration, these Bylaws, and Rules and Regulations and that the tenant's failure to comply constitutes a default under the lease. Copies of the lease must be provided to the Association.

14. 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 or with the approval of the Board of Directors. 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.

15. Window Coverings. Draperies, curtains or blinds must be installed by each Unit owner on all windows of his Unit and must be so maintained thereon at all times.

16. 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 appurtenant thereto, whether through or upon windows, doors or masonry of such Unit except for existing directional signs of the Association.

The prohibition herein includes without limitation flags, banners, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items. However, household sized United States flags may be displayed at any time.

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 as follows: (i) air conditions may be installed in the rear or side windows not facing the street, or in any wall aperture is constructed as a part of the original Unit configuration, but no air conditioners may be installed front part of a Unit, visible from the street; (ii) such items as may be approved 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 and any replacement in kind thereof shall be permitted.

Mandatory removal of failed/no longer used exterior HAVC systems, or parts thereof, will be performed by a properly insured company, as determined by the DCCA property management company. All costs associated with removal and any damage to Common Elements will be the sole responsibility of the Unit owner. If the Unit owner does not meet these requirements, any costs including legal expenses if any, will be a Service Charge to the Unit owner.

No decks may be stained or painted by Unit Owners without the permission of the Association.

No deck, patio balcony shall be enclosed or covered by a Unit owner, except in accordance with the Declaration and with the prior written permission of the Board of Directors on such additional terms and conditions as they may establish.

No clothesline, 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.

17. Storage. Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture and barbeque units in good condition and repair.

No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas and Limited Common Areas.

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

18. 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

19. General. No animals of any kind are allowed to be kept on the Property except orderly dogs, cats or other ordinary household pets as permitted by these Rules and Regulations. Otherwise, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles or "exotic" pets of any kind, regardless of number, is prohibited within any Unit or upon the Common Areas.

An Owner may keep up to two (2) dogs, two (2) cats and a reasonable number of other ordinary household pets such as caged birds and tropical fish in a Unit.

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.

20. Nuisance and Dangerous Pets. A pet may be maintained in a Unit and the Common Areas only so long as it does not become a nuisance or endanger anyone as determined by the Board of Directors. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness. The Board of Directors shall have the exclusive right in its discretion to determine what constitutes a nuisance.

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

Dobermans, Rottweilers and Pit Bulls or any mixtures thereof are prohibited. Any type or breed of pet which is not covered by the Master Association's liability insurance or by Owner's liability insurance or which results in an additional Master Association insurance premium or which is deemed dangerous by the Board of Directors in its discretion shall also be prohibited.

21. Registration and Licensing. Each pet kept on the Property for more than 72 hours shall be registered with the Master Association in writing, and such additional information shall be provided as the Association may request. All pets must be licensed and inoculated as required by law.

22. Violations. Upon notice and opportunity to be heard, dogs, cats or other pets in violation of these Regulations or the Master Covenants may be expelled from the Property by the Master Association and the Association may fine offending owners.

VEHICLES, PARKING AND STORAGE

23. Permitted Vehicles. Unless otherwise authorized by the Master Association, the Common Element and Unit parking areas may not be used for any purpose other than parking automobiles and trucks with a gross vehicle weight of less than 8,000 pounds.

All vehicles must be in operable condition and fully licensed for operation on public highways unless stored inside a garage or for Lots, in an area at the rear of the Unit screened so that it is not readily visible from the streets or any other Unit.

The temporary, short-term parking of service or delivery vehicles actively delivering to or servicing the Units is permitted. The use of commercial vehicles and trailers in connection with the active construction of improvements for a Unit is permitted.

24. Parking and Storage. Only one (1) motor vehicle for each approved, designated parking limited common element and garage space assigned to a Condominium Unit may be kept overnight on the property except for temporary use by guests.

No motorized vehicles shall be used or parked on the Property, except within the parking areas, alleys and the streets as shown on the Master Plans or on approved driveway and parking areas within an individual Lot or Condominium property.

No parking is permitted on the paved portions of the Alleys.

No boats, recreational vehicles, snowmobiles, all-terrain vehicles, campers, trailers, tractors, mobile homes or other vehicles or recreational equipment or similar items may be kept or stored on the Property except within a fully enclosed garage forming a part of the Unit.

All personal property placed in any portion of the Common Areas shall be at the sole risk of the Owner. The Master 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 Master Association.

25. Repairs and Signs. No motor vehicle repair may be carried on in the Common Areas or in an area readily visible from the streets or another Unit.

No vehicles shall be parked with conspicuous "For Sale" signs attached.

26. Operation of Other Vehicles. No snowmobiles, all-terrain vehicles or similar vehicles may be operated anywhere on the Property, except by the Master Association in connection the maintenance of the Master Common Areas.

27. **Regulations and Signs**. All persons shall observe and abide by all parking and traffic regulations and signs as posted by the Master Association, the Condominium Association or by municipal authorities.

Parking shall not be permitted in areas posted against parking by the Master Association or which block sidewalks, Alleys, garage entrances, or driveways.

28. **Overnight Parking – Snow**. Between 2 AM and 6 AM of each day, parking on any portion of the Alleys is prohibited and, pending acceptance of the streets by the Town, is also prohibited on the streets and drives.

During snow related parking bans announced by the Town of Scarborough, no parking is permitted in the Alleys, streets, drives, or other Common Areas. Owners shall move their vehicles as required to facilitate snow removal.

29. Violations. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense. If any vehicle owned or operated by an Owner, any member of his family, tenants, guests, invitees or licensees shall be improperly parked or abandoned on the property, the Master Association shall be held harmless by such 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 Owner shall indemnify the Master Association against any liability which may be imposed on the Master Association as a result of such illegal parking or abandonment and any consequences thereof.

ENTRY INTO UNITS

30. The agents of the Board of Directors or the Management Company, and any contractor or workman authorized by the Board of Directors or the Management Company, may enter any room or Unit in the building at any reasonable hour of the day (except in case of emergency in which case entry may be immediate) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation preventing damage to other Units or the Common Elements, inspecting such Unit for dangerous conditions or the presence of any vermin, mold, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, mold insects or other pests.

30. Each Unit owner is encouraged provide to the Association or the Management Company upon request, and the Association or Management Company shall have the right to keep, a working copy of the key(s) 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 Management Company 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.

If no key is provided, the Association and its agents shall have no liability for any damage to doors and/or windows created by gaining entry into a Unit in the event there is a reasonable belief that circumstances exist for which entry is authorized

MOVING

32. Except during the initial ninety-day move-in period in each Unit for the original purchasers or their lessees, 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 - NONCOMPLIANCE

33. There is a 10-day grace period for the late payment of Assessments and Service Charges. If not paid within 10 days of when due, a $20.00 late fee shall be assessed on the 11th day and on the first day of month thereafter that that the payment remains delinquent. 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. Returned checks or ACH payments (insufficient funds) will be charged $35.00 per occurrence. Any collection costs, including attorney fees, will be charged to the Unit owner.

34. Upon any failure to comply with the Rules and Regulations, the Bylaws or the Declaration, then the Board may assess a fine against the Unit owner after giving notice and opportunity to be heard in the amount of **$75.00** for each day of violation.