EXHIBIT C

BALLANTYNE PLACE CONDOMINIUM
RULES AND REGULATIONS

Capitalized terms not otherwise defined herein shall have the meaning assigned in the Declaration of Condominium of Ballantyne Place Condominium, dated as of _____, 2003, and recorded in the Cumberland County Registry of Deeds in Book _____ at Page _____.

I. UNITS

A. General Regulations

Limitations imposed by the Association to enhance the quality of living for all unit owners are:

1. No unit owner shall use or occupy his unit in such a manner as to create a nuisance or disturbance of other unit owners. No unit owner shall play or permit to be played any musical instrument or operate or permit to be operated a stereo system, television, or other electronic or mechanical, sound-producing machinery, appliance or device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other unit

2. Window and door decorative treatments, such as shades and draperies, if visible from the common elements or limited common elements of the condominium, shall be neutral in color.

3. No sign, signal, banner, advertisement or illumination, including without limitation a sign indicating or advertising a commercial use or home office use in any unit, shall be installed in any window or other part of any unit where such sign, signal, banner, etc. would be visible from the common elements or limited common elements.

4. The toilets, sinks and other fixtures connected to the sanitary sewer system in the condominium shall not be used for any purposes other than those for which they are designed, and improper articles shall not be disposed of in the sanitary sewer system. Any damage resulting from misuse thereof shall be borne by the unit owner upon whose unit it shall have been caused.

5. No unit owner or occupant shall use or permit to be brought into any unit any explosives or articles deemed extra hazardous to person or property.

6. No business activity of any kind, designed for profit or otherwise, shall be permitted on the Property, except for the Declarant's activities in connection with the creation of and sale of units and the use of units as home offices for telecommuting purposes provided that no walk-ins or regular client or customer meetings shall be conducted

in the units.

7. Each unit owner or occupant shall comply with all applicable laws, ordinances and regulations and indemnifies and holds harmless the Association and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

8. Common elements and limited common elements provided for access to the units, including without limitation drives, streets, sidewalks, and pathways, shall be used only for access to and from units by vehicles and pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

9. Unit owners, their tenants, families and guests shall not unreasonably loiter in common elements provided for access to the units.

10. No sporting equipment, games, toys, decorations, ornaments or equipment shall be placed or kept on the common elements and limited common elements.

11. No personal property of unit owners, their family, tenants or guests, shall be left on the common areas when not in use by such persons, including without limitation lawn chairs and patio furniture.

12. No alcoholic beverage shall be consumed on the common elements.

13. No clotheslines shall be installed or used in the exterior portions of units or in limited common elements. No clothes, towels or linens shall be hung on the railings of porches and patios.

B. Entry to Units

1. Association employees or management agents are prohibited from entering any unit while they are on duty except to perform work as authorized by the Declaration.

2. The Association employees or management agents are prohibited from entering any structure within a unit without the prior permission of the unit owner, except in case of emergency.

C. Membership and Leasing Rules

1. Any unit owner contemplating the sale of his or her unit shall inform the secretary of the Association of such intent at the time the unit is offered for sale. The Association will provide copies of the Condominium documents and a Resale Certificate required under Section 1604-108 of the Maine Condominium Act to the prospective buyer upon written request to the secretary. A reasonable charge to the then-existing unit owner will be made for issuance of such information.

2. The new unit owner shall become a member of the Association upon purchase of the

unit. The new unit owner must register with the secretary of the Association by informing the secretary of his or her name and the address of the unit and providing the secretary with evidence of his or her ownership interest in the unit. Registering is not required of buyers of units from the Declarant.

3. The following regulations apply to the leasing of units:

a. The unit owner must inform the Association by written notice to the secretary when he rents the unit. Such information to be supplied must include:

i. A copy of the lease.
ii. The name of the tenant and all occupants of the unit.
iii. The term of the lease.

b. All tenancies must be in writing and shall be for a term of not less than one (1) year.

c. It is the unit owner's responsibility to ensure that the tenant and all occupants of the unit comply with the Declaration, the Bylaws and these Rules and Regulations (the "Condominium Documents") to the extent applicable to the tenant.

d. It is the unit owner's responsibility to handle all maintenance and repairs within and upon the unit and to ensure that the tenant fully understands that all matters regarding such maintenance and repairs should not be addressed to the Association or to any management agent.

e. Any violation of the Condominium Documents by a tenant or occupant will be brought to the attention of the unit owner by the Association. Upon notification from the Association, the unit owner will cause the violation to be corrected within seven (7) days. In the event the violation recurs or is not corrected within seven (7) days and subject to the procedures set forth in Article VII hereof, the unit owner shall be required to pay an additional fee equal to the monthly common expense assessment for each month or portion thereof during which the violation occurs.

If deemed necessary, the Board will discuss and review the violation and corrective action with the unit owner at its next regularly scheduled meeting or at a meeting specifically called for that purpose. At the time of the violation review with the unit owner, the Board must be satisfied with the corrective action or it may terminate the lease between the unit owner and the tenant and demand the tenant vacate the premises within thirty (30) days after receipt of notice by the unit owner from the Board. All leases for units shall contain a default provision providing for termination by the Association as provided above.

II. PARKING AREAS AND DRIVEWAYS

A. No vehicle repairing, mechanical work, painting, or maintenance is permitted in the common elements or limited common elements.

B. Trailers, campers, motor coaches, boats and similar recreational vehicles may not be parked in or upon the common elements or limited common elements except for short periods to load and unload.

C. Only vehicles for legal street use with a valid, current license and registration shall be parked in the limited common elements.

D. Driveways, streets and other portions of the common elements used for access to and from the units shall not be obstructed or used for any other purposes.

F. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature left in the units, limited common elements or common elements.

III. GROUNDS AND LANDSCAPING

A. Each unit owner, tenant or guest thereof shall be responsible for the removal of refuse or litter left on the common elements by him or her. Unit owners and tenants shall use their best efforts to prevent the common elements from becoming unsightly.

B. Damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the unit owner or tenant responsible for such damage.

C. In the event any authorized improvements to a unit become unsightly, deteriorated, dilapidated, or any planting within the unit becomes weedy or dies, the Association shall have the right to enter the unit, remove the deteriorated improvement or landscaping, restore it to a condition similar to the condition provided for standard construction and plantings in the Condominium, and assess the cost of such improvement and repair to the unit owner.

IV. PETS/ANIMAL REGULATIONS

A. Domestic pets (including by way of illustration and not limitation dogs, cats, caged birds and fish) may be kept by a unit owner or tenant as household pets in his or her unit, provided that:

1. Such pets are not kept for any commercial purpose;

2. Such pets do not, in the judgment of the Board, constitute a nuisance to others and in all cases are controlled by, and within the control of, the owner of such pet;

3. Such pets are kept in compliance with local leash laws and animal health laws;

4. Such pets are kept indoors or are permitted outdoors only on a leash;

5. The unit owner takes responsibility for the clean up of the pet's excrement; and

6. With respect to all animals, except fish, the aggregate number of animals per unit does not exceed two (2).

B. Each pet owner shall assume full responsibility for personal injuries or property damage caused by such pet and shall indemnify the Association, the Board, any managing agent, and other owners and occupants of the units and shall hold them harmless against loss, claim or liability of any kind or character arising from or growing out of any act of such pet.

C. Notwithstanding the foregoing, no pit bulls, Rotweilers, Doberman Pincers or other dog breeds with a general reputation for being aggressive shall be permitted in the Condominium.

V. ARCHITECTURAL REGULATIONS

A. Architectural Control

1. After the completion of construction by the Declarant, no modification, alteration, addition, exterior change or other improvement of any kind shall be commenced, erected or maintained upon the unit and limited common elements.

B. Architectural Restrictions

1. No radio, CB, television, satellite dish or other antennae shall be installed by any unit owner or occupant anywhere on the Property. With the prior written approval of the Board, one small satellite dish antennae (e.g., for DirecTV reception) may be installed in a visually unobtrusive location on each unit. The Declarant or Board shall determine the location of and method of installation of any such dish.

3. No shades, awnings or window guards shall be installed on the exterior of windows or glass doors.

4. No "For Sale," "For Rent," or "For Lease" signs or other displays or advertising shall be placed on any part of the Property by any person other than the Declarant.

VI. COMPLIANCE AND ENFORCEMENT OF RULES AND REGULATIONS

A. Each unit owner is responsible for full compliance with the Condominium Documents by all family members, guests, visitors, tenants and any others the unit owner brings to the Condominium.

B. Loss or damage to common element machinery, fixtures or furnishings caused by a

unit owner or by his or her guests, visitors, tenants or other persons shall be replaced or paid for by the unit owner involved.

C. Any resident suspecting the loss or damage of any of his personal property should immediately bring it to the attention of the Board or any managing agent.

D. The Board reserves the right to amend, alter or cancel any of these rules and regulations and to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the property and for securing the comfort and convenience of all residents of the Condominium.

VII. COMPLAINT AND HEARING PROCEDURES

A. Since voluntary compliance with Association rules is not always obtained, it may be necessary for the Board to enforce compliance with the Condominium Documents.

Members of the Board serve without compensation and they are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with Condominium Documents. It is therefore provided that complaints regarding violations will be accepted by the Association only if the complaining person has first attempted and failed to obtain voluntary compliance without official intervention.

B. The following provisions shall be observed before Board may impose any penalty or sanction authorized under these Rules and Regulations or the Condominium Documents for violations of the Condominium Documents.

(a) Written Complaint. Any unit owner or tenant, any officer or member of the Board or the managing agent may file a complaint with the Board concerning any act or omission which appears to be in violation of the Condominium Documents. The complaint shall contain (i) a written statement in ordinary and concise language of the acts or omissions with which the party named therein is charged, including if known, the time, date, location and person involved; and (ii) the specific provisions of the Condominium Documents which such party is alleged to have violated.

(b) Notice of Hearing. Promptly after the filing of the complaint, the Board shall serve a notice of hearing on each affected party together with a copy of the complaint if the proceeding is based on a complaint, by any of the following means: (l) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address of the respondent appearing on the records of the Association. The Notice of Hearing shall provide for a hearing on the complaint to be held not earlier than ten (10) days after the date of giving such notice and not later than thirty (30) days after the date of receipt of the complaint or petition by the Board. If any of the parties, within twenty-four (24) hours after receipt of a Notice of Hearing, shows good cause as to why such party cannot attend the hearing on the established date, the Board may reschedule the time

and date of hearing to a date not later than thirty (30) days after the date of receipt of the complaint by the Association.

(c) Hearing. At the beginning of the hearing a member of the Board shall explain the rules and procedures by which the hearing is to be conducted. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any contrary common law or statutory rule in civil actions. Provided that the respondent has received proper notice of the hearing as required by these Rules and Regulations, the absence of the respondent from the hearing shall not invalidate the proceedings or any determination made thereon by the Board.

(d) Decision. After all testimony and documentary evidence has been presented to the Board, the Board shall vote upon the matter, with the votes of a majority of the Board then participating being necessary to sustain a complaint.

(e) Fines. For violations of the Condominium Documents involving damage to Association or other unit owners' property or other violations that result in physical changes to the Condominium property (e.g. improper installation of a sign or satellite dish, oil stains from automobile repairs performed in common elements), the offending party shall be responsible for all costs of repair, remediation or replacement of the affected property, and such costs shall become a lien on the unit owned or occupied by the offending party pursuant to the Declaration. In addition, with respect to all violations, whether or not resulting in damage to Condominium or unit owners' property or physical change to the Condominium property: for the first violation of a particular provision or provisions of the Condominium Documents, the offending party shall receive a written warning or censure from the Board; for any subsequent violations of the same or similar provision(s) of the Condominium Documents, the offending party shall be assessed a fine by the Board in an amount equal to the monthly common expense assessment then payable with respect to the unit owned or occupied by the offending party, which fine(s) shall be a lien on the unit pursuant to the Declaration.

(f) The Association may, in its discretion, seek an injunction or other equitable relief for repeated violations of the Condominium Documents by a unit owner or tenant. If the Association prevails in any action brought pursuant to this Article, it shall be entitled to recover from the offending party reasonable attorney's fees and costs incurred in connection with such action, and the recovery shall be a lien against the offending owner's unit and a personal obligation of such owner.