

14312

DECLARATION OF CONDOMINIUM

SUNSPRAY CONDOMINIUM

BY

SUNSPRAY ASSOCIATES

Maine Condominium Act

Filed:

York County Registry of Deeds

Book _____

Page _____

DECLARATION OF CONDOMINIUM
SUNSPRAY CONDOMINIUM

DECLARATION PURSUANT TO TITLE 33,
CHAPTER 31, SECTION 1601-101 ET. SEQ.
KNOWN AS THE MAINE
CONDOMINIUM ACT

This Declaration dated May 15 , 1984, is filed pursuant to Section 1602-101 of the Maine Condominium Act as appears in the Maine Revised Statutes, as amended, Title 33, Chapter 31, Section 1601-101, et. seq. to which reference is specifically made and which Act is incorporated herein by reference and to which all owners of units described herein, and their heirs, successors and assigns, shall be bound.

1. Description of Land. SUNSPRAY ASSOCIATES, a Maine Corporation existing under the laws of the State of Maine, with a place of business at Scarborough, County of Cumberland and State of Maine, hereby submits the land hereinafter described in Appendix I attached hereto and incorporated herein with the buildings and improvements thereon ("the Property") to the provisions of said Maine Condominium Act. The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Appendix I or in the survey to which reference is hereinafter made.

A properly prepared and certified survey of the land and floor plans of the building are recorded simultaneously with

this Declaration in Unit Ownership File No. _____, in the York County Registry of Deeds.

2. Description of Building. Reference is made to the floor plans referred to in paragraph one (1) hereof for the description of the building with the number of stories and the number and identification of the units. Each unit will have a separate heating system and will be provided with electricity on a separately metered basis. The declarant reserves the right to create forty (40) units, which are hereby created.

3. Identification and Description of Units. Reference is made to the recorded survey and the floor plans referred to in paragraph one (1) hereof for the identification number of each unit showing its location, approximate area and boundaries. The boundaries of each unit are the interior unfinished surfaces of the floors, ceilings and walls separating the units from common areas or from other units. All floor and wall coverings, including linoleum, polyurethane, carpeting, paint, wallpaper, etc. are included within the boundaries of a unit. The provisions of Sections 1602-112 and 1602-113 of the Condominium Act shall govern relocation of boundaries between units and subdivision of units.

4. Description of Common Elements. Each of the units will be conveyed together with its respective undivided interest in the common elements as hereinafter set forth and will have the benefit of the right to use the common elements in common with others entitled thereto as provided by the By-Laws of SUNSPRAY

CONDOMINIUM ASSOCIATION (hereinafter referred to as the "Association") and the rules and regulations adopted thereunder.

The common elements consist of:

- (a) The land described in paragraph one (1) hereof;
- (b) The foundations, exterior walls, roofs, columns, girders, beams and supports of the buildings;
- (c) All walls, partitions, floors and ceilings separating units from common areas or other units other than the interior finished surface thereof;
- (d) The central and appurtenant installations for service such as power, light, telephone, hot and cold water, heat (including all pipes, pipechases, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or in units) all equipment attendant thereto, utility spaces, and all facilities contained within any unit which serve parts of the condominium other than the unit within such facilities are contained;
- (e) The sewer and drainage pipes;
- (f) All other parts of the condominium property and all apparatus and installations existing in the buildings or on the property for common use when necessary or convenient to the existence, maintenance, safety or enjoyment of the condominium, including, but not limited to, yards, gardens, walkways, driveways and any and all roadways as shown on said plans.

5. Description of Limited Common Elements. Limited common elements include ocean-view balconies, enclosed walkways on the second through sixth floors between units '02 and '03 and between units '05 and '06, and all exterior doors and windows designed to serve a single unit or a single floor of units. Each ocean-view balcony is a limited common element allocated exclusively to the unit it adjoins. Each enclosed walkway is a limited common element allocated exclusively to the two units adjoining such walkway. Reference is made to the recorded floor plans referred to in paragraph one (1) hereof for identification of the unit or units to which such limited common elements are allocated.

The Declarant reserves the right to allocate two parking spaces as a limited common element appurtenant to each unit. If a new unit is created by combining two or more units, that new unit may be allocated two parking spaces for each unit so combined. All parking spaces depicted on the site plan and ground floor plan referred to in paragraph one (1) hereof are subject to being allocated as limited common elements, such allocation to be accomplished by an amendment to this Declaration to be recorded in the York County Registry of Deeds.

The five storage areas on the seventh floor on the westerly side of the common corridor are limited common elements, and each is allocated exclusively to the unit whose identifying number appears on the respective storage area on the plan of the seventh floor.

The Declarant reserves the right to allocate the storage areas on the ground floor (shown on the plan of the ground floor as shaded areas around the perimeter of the northerly, easterly and southerly sides of the building and numbered one through thirty-eight) as a limited common element appurtenant to each unit. Some units may be allocated more than one such storage area and other units may be allocated no such storage area. All storage areas shown on the plan of the ground floor are subject to being allocated as limited common elements, such allocation to be accomplished by an amendment to this Declaration to be recorded in the York County Registry of Deeds.

6. Percentage of Common Element Interests, Voting Rights and Common Expense Liabilities. The fraction of undivided interest in the common elements, voting rights and common expense liabilities appertaining to each unit are set forth in Appendix II attached hereto and incorporated herein by reference. No fraction of undivided interest ascribed to any unit shall be altered except upon the unanimous vote of all unit owners and their first mortgagees.

7. Rights of Declarant. The Declarant reserves the right until the marketing and sale of all units is completed to:

A. Change the size, number and location of units, and other improvements, and the size, layout, and location of any unit for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be

effective upon the recording of (i) an amendment to this Declaration and (ii) the filing of modified floor plans indicating the changes made or an affidavit pursuant to §1602-109(f) of the Act.

B. Locate on the Property, even though not depicted on the survey and floor plans, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone and fuel oil and sewer.

C. Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.

D. Use the common elements for ingress and egress and for the storage of construction materials and equipment used in the completion of the units and common elements.

E. Operate a sales office and have prospective purchasers and others visit that office and use certain portions of the common elements including the roadways and parking spaces. The sales office may be located in any unit owned by Declarant or on common elements and may be of such size and in such location as the Declarant shall deem convenient and shall not unreasonably interfere with use of the common elements by other unit owners. Any sales office

not designated a unit shall be the property of Declarant, which Declarant reserves the right to remove within forty-five (45) days after Declarant ceases to be a unit owner.

F. Install and maintain signs and lighting for sales.

G. With respect to any units remaining unsold by Declarant, Declarant may let or lease such units and use such units as models for display for purposes of sale or rental of the units.

H. Appoint and remove the officers of the Association and members of the executive board, in accordance with the provisions of the By-Laws. The Declarant shall relinquish all special rights expressed or implied through which he may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or the majority of unit owners, and control of the Owner's Association shall pass to the owners of units within the Property not later than the earlier of the following: sixty (60) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers or three (3) years from the date of conveyance of the first unit to a unit purchaser or five (5) years from the date hereof. The requirements of this paragraph shall not affect the Declarant's rights, as a unit owner, to exercise the votes allocated to units owned by the Declarant. This Section 7 shall not be amended without the consent of the Declarant.

8. Encroachments. If any portion of the common elements, or any other unit, encroaches at any time upon any unit or upon any portion of the common elements, as a result of minor variations or relocation during construction, settling of the building, alteration or repair to the common elements made by or with the consent of the Board of Directors, repair or restoration of a unit or building after damage by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the building stands.

9. Eminent Domain.

A. If a unit is acquired by eminent domain, or if a part of a unit is acquired by eminent domain leaving the unit owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the unit owner as compensation for his unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining units in proportion to the respective interests, votes and liabilities of those units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a unit remaining after part of a unit is taken under this subsection shall be thereafter a common area.

B. Except as provided in subsection (A) hereinabove, if part of a unit is acquired by eminent domain, any award therefor shall be paid to the unit owner as compensation for the reduction in value of the unit. That unit's allocation of common element interest and common expense liability shall remain unchanged.

C. If a part of the common areas or facilities is acquired by eminent domain, the Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the unit owners in proportion to their respective percentages of undivided interest before the taking, but the portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the units to which that limited common element was allocated at the time of acquisition.

D. The court decree shall be recorded in the York County Registry of Deeds.

E. Nothing in this Declaration or the By-Laws, rules or regulations of the Association shall be deemed to give the unit owner or any other party priority over any rights of a first mortgagee of a unit pursuant to its mortgage documents in the

case of a distribution to such unit owner of condemnation awards for the taking of units and/or common elements.

10. Purposes. Each unit in the building is intended to serve as a self-contained living unit and shall be subject to the rules and regulations and By-Laws of the Association.

No part of the Property shall be used for other than a single-family dwelling, and the related common purposes for which the Property was designed. Each unit shall be used as a residence for the unit owners or any such other persons to whom the unit owners have leased the unit in accordance with this Declaration and the By-Laws of the Association. Rules and regulations consistent with this Declaration may be promulgated by the Board of Directors in order to ensure the peace and security of each resident, and each member shall be notified in writing of the rules and regulations thus promulgated.

The common elements shall be used only for access, ingress and egress to and from the respective units by the members, their lessees, guests, household help and other authorized visitors and for such other purposes as are incidental to the residential use of the respective units. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any member.

The Association and its authorized employees and representatives shall have access to and from the unit and limited common element as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the common ele-

ments or any portion thereof. In the case of emergency repairs, such right of access shall be immediate and may be exercised without notice to the unit owner. Otherwise, the unit owner shall be entitled to reasonable notice of the time and purpose of any entry pursuant to this paragraph.

11. Rules, Regulations and Expenses. Each unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted by the Board and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by the Manager or Board of Directors on behalf of the Association of unit owners, or, in a proper case, by an aggrieved unit owner. An aggrieved unit owner shall have a right of action against the Association for failure to comply with or to enforce the Declaration, the By-Laws, any rules and regulations duly adopted or any requirements imposed by the Act. No unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, rights, appurtenances or other hereditament consisting of common elements without the unanimous consent of all other unit owners.

Each unit owner shall pay to the Unit Owners' Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of maintenance, repair, replacement, administration and operation of the common elements:

management of the Association; and maintenance of adequate working capital and reserves, which expenses are hereinafter referred to collectively as "common expenses". Such proportionate share shall be in the same ratio as said unit owner's percentage of ownership in the common elements. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment.

In the event of the failure of a unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all prior recorded first mortgages on the interest of such unit owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association of Unit Owners chargeable to such unit, which became due prior to the foreclosure, shall become common expenses collectible from all unit owners, including such acquirer, his heirs, successors and assigns. Such foreclosure shall not release the delinquent unit owner from personal liability to the Association for unpaid common expenses.

Any unit owner in default in the payment of any amount due the Association or in violation of any provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations of the Association, which violation continues for ten (10) days after notice thereof by the Association to the unit owner, may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common elements not essential to access to the unit, in addition to all other remedies available to the Board of Directors.

12. Miscellaneous Provisions. Each member shall maintain his unit in good condition and in good order and repair at his own expense and shall not do or allow anything to be done in his unit which may increase the rate or cause the cancellation of insurance on other units or on the common elements.

Trash and garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner in accordance with rules and regulations to be promulgated by the Board of Directors.

Each member shall, at his expense, maintain insurance on his unit and contents to the extent not covered by the master blanket policy maintained by the Association.

Each unit owner and/or owners shall be a regular member of the Association, a non-profit corporation organized under the laws of the State of Maine. Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the regular membership appurtenant to that unit

to the transferee or transferees. A transfer in mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure.

Household pets shall be allowed in such numbers as the Board of Directors determines will not create a nuisance to unit owners. The Board of Directors may adopt regulations with respect to the number, size and type of allowable household pets. Such regulations shall become effective when written notice thereof is delivered or mailed to the members and shall operate prospectively as to all pets subsequently brought into the Property. No animals shall be permitted in any common element unless accompanied by and under the direct supervision of a unit owner or member of unit owner's household.

No commercial activity of any nature shall be permitted on the Property.

Each unit owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his own unit; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of utilities, such as water, gas, electricity and sewer to the unit, shall be furnished by the Association as part of the common expenses. Maintenance repairs and replacements of the refrigerators, stoves and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances (including all heating, ventilation and air-conditioning systems which may be located

outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. Maintenance, repairs and replacements of the common elements and limited common elements shall be furnished by the Association as part of the common expenses.

The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a unit of any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the By-Laws.

In any voluntary conveyance of a unit deed, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association By-Laws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any unit, current copies of the Declaration, By-Laws and other rules and regulations governing the

condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

13. Insurance and Related Matters. The Board of Directors shall obtain insurance on the Property against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement for 100% of the current replacement cost of the common elements and the units, excepting land, foundations, excavations or other items that are usually excluded from insurance coverage. Such policies shall contain all endorsements required by the guidelines promulgated by the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC), as the same may be amended from time to time. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, proceeds of such insurance shall be payable to, the Board of Directors as trustees for each of the unit owners in their respective percentages of the ownership interest in the common areas as established in this Declaration. The proceeds of such insurance shall be applied by the Board for the

reconstruction of the building, or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the policies shall contain the standard mortgage clause, providing however the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the building. The policies shall require the insurer to notify in writing the Board of Directors and each first mortgage holder named in the mortgage clause at least twenty (20) days before it cancels or substantially changes the Property's coverage. The Board of Directors shall obtain a "master" or "blanket" policy of flood insurance as a common expense of the Association, covering any portion of the building and any other property located within a special flood hazard area, as defined by the Federal Emergency Management Agency. The Board shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each unit owner and the Association, Board of Directors and Managing Agent, if any, from liability in connection with the common elements. Such policy shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence resulting from the operation, maintenance or use of the common elements, and coverage for any legal liability resulting from law suits related to employment contracts in which the owners' association is a party. Such policy shall

provide for at least twenty (20) days written notice to the Board of Directors and to each holder of a first mortgage on any unit before the insurer can cancel or substantially modify it. Also, the Board shall have authority to purchase worker's compensation insurance and insurance to indemnify the Directors and Officers for losses in managing the Association's affairs. The premiums for all the aforementioned insurance coverage shall be common expenses. Each unit owner, at his own cost, shall be responsible for his own insurance on the contents of his own unit and his additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance provided by the Association.

If due to the negligent act or omission of a unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, and maintenance, repairs or replacements shall be required which are not covered by insurance and which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and doors of his unit.

The Board of Directors shall obtain fidelity bond coverage for anyone who either handles or is responsible for funds held or administered by the Association. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to at least one hundred fifty (150) percent of the estimated annual operating expense for the condominium, including reserves.

It is the intent of this Declaration that the Association shall maintain all insurance and bond coverage required by FNMA and FHLMC for the sale of first mortgages of units on the secondary mortgage market, and this section shall be interpreted and applied so as to accomplish that purpose.

14. Mortgage Provisions.

A. The unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Board of Directors.

B. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

C. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the By-Laws or Rules and Regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder

of a mortgage covering such unit whose name and address has previously been furnished to the Board of Directors.

D. Each mortgagee of a unit shall be permitted to examine the books, accounts and records of the condominium at reasonable times on business days and to require annual reports and other financial data of the Corporation. If no audited financial statement is available, any holder of a mortgage on any unit shall be allowed to have an audited statement prepared at its own expense.

E. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the By-Laws, the following provisions shall govern:

(1) Any first mortgagee of a unit in the condominium will, upon request, be entitled to inspect the books and records of the condominium or Association during normal business hours.

(2) No provision of this Declaration or of the By-Laws shall be deemed or construed to give a unit owner, or any other party, priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(3) A first mortgagee of a unit shall be entitled to prompt written notification from the Board of Directors of
(i) any default by the mortgagor of such unit in the per-

formance of such mortgagor's obligations under this Declaration and/or the By-Laws which is not cured within thirty (30) days, (ii) any event of substantial destruction to, or condemnation or governmental taking of, such unit or any portion of the common elements appurtenant thereto, (iii) any lapse or modification of insurance or fidelity bond coverage, (iv) any proposed amendment under Paragraph 17 of this Declaration and (v) any proposed action of which an eligible mortgage holder is entitled to notice under §1602-119(b) of the Act.

(4) Any first mortgagee of a unit who obtains title to the unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such unit which accrue prior to the acquisition of title to such unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the unit owners including one who obtains title accordingly.

(5) An adequate reserve fund for maintenance, repairs and replacement of those common elements which must be replaced on a periodic basis shall be established and shall be funded by regular monthly payments rather than by special assessments, and a working capital fund shall be

maintained by the Association equal to at least two months' assessments to each unit as calculated according to Article VI, of the By-Laws for the operation and maintenance of the common elements. Such working capital fund shall be paid over to the Association by the Declarant within sixty (60) days after conveyance of the first unit.

(6) Any agreement for professional management of the condominium shall provide that such management contract may be terminated by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice and the term of any such contract shall not exceed three years. The Association may terminate said agreement for cause upon thirty (30) days' written notice without payment of a termination fee.

(7) No unit owner shall be permitted to lease his unit for transient or hotel purposes and no unit owner may lease less than his entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, By-Laws and all Rules and Regulations that may be adopted by the Board of Directors, and that failure by the lessee to comply with the terms of such documents shall be a default under such lease. All leases shall be in writing, shall contain a minimum initial term of thirty (30) days. A copy of the lease of any Unit shall be delivered to the Board of Directors within seven (7) days

of its execution, provided, however, that such copy need not disclose the total rent nor monthly rent amount of such lease.

15. By-laws. Prior to the date of this Declaration and the recording thereof, SUNSPRAY CONDOMINIUM ASSOCIATION, a non-profit and non-stock corporation was duly organized under the laws of the State of Maine. The Association shall be the governing body for all of the unit owners with respect to the administration, maintenance, repair and replacement of the Property as provided by the Act, this Declaration and the By-Laws.

16. General Provisions. Matters of dispute or disagreement between unit owners or with respect to interpretation of application of the provisions of this Declaration or the By-laws shall be determined by the Board of Directors consistent with the Act, which determination shall be final and binding on all unit owners.

In any dispute between one or more unit owners and the Declarant regarding the common elements, the Board of Directors shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding on the unit owners.

All claims, disputes and other matters in controversy between the Declarant, on the one hand, and the Association or any unit owners, on the other hand, arising out of or relating to this Declaration, the By-Laws or the deed to any unit, or the

breach thereof, or the Property and any warranties with respect thereto, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in controversy has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in controversy would be barred by the applicable statute of limitations or other principles of law and equity.

Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership interest in the common elements and limited common elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof except his own unit and his own respective ownership interest in the common elements as aforesaid.

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the Property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

Each unit owner shall pay for his own telephone, water, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

17. Method of Amending Declaration. Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the unit owners of units to which sixty-seven percent (67%) of the votes in the Association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing fifty-one percent (51%) of the votes allocated to units that are subject to mortgages held by eligible holders.

Notwithstanding the foregoing, except to the extent expressly permitted or required by the Act, the unanimous consent of all unit owners and the written approval of eligible mortgage holders representing sixty-seven percent (67%) of the votes allocated to units that are subject to mortgages held by eligible holders shall be required for any amendment that would:

A. Seek to terminate the legal status of the Property for reasons other than substantial destruction or condemnation of the property;

B. Change the pro rata interest, obligations or voting rights of any unit;

C. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Association shall not be deemed a transfer within the meaning of this clause;

D. Use hazard insurance proceeds from losses to any condominium property (whether to units or to common elements) for other than repair, replacement or reconstruction of such improvements, except as provided by this Declaration or the Act in case of substantial destruction of the condominium.

18. Name and Address. The name of the Condominium is SUNSPRAY CONDOMINIUM as shown on the survey, located at East Grand Avenue, Old Orchard Beach, Maine.

19. Notice. The Secretary shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of unit owners and/or mortgagees to be sent in writing by U. S. Mail, postage prepaid, to all unit owners and all eligible mortgage holders at the address filed with the Secretary by said owners and mortgage

holders not less than ten (10) days and not more than thirty (30) days prior to the proposed meeting or action. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration and bylaws, any budget changes and any proposal to remove a director or officer.

20. Assent by Mortgagee. Rita A. Tirrell, the mortgagee, joins in this Declaration and by joining herein does hereby submit her interests to the terms, conditions and covenants set forth herein. Said Mortgagee joins in this Declaration for the purposes of assenting to the terms, conditions and covenants set forth herein.

IN WITNESS WHEREOF, SUNSPRAY ASSOCIATES has caused this Declaration to be signed and sealed by William T. Brown, its President, thereunto duly authorized; RITA A. TIRRELL has hereunto set her hand and seal, this 24th day of May, 1984.

WITNESS:

Katherine M. Dennis
(to both)

SUNSPRAY ASSOCIATES

BY: William T. Brown
Its President WILLIAM T. BROWN
Rita A. Tirrell
Rita A. Tirrell

STATE OF MAINE
CUMBERLAND, ss.

May 24, 1984

Personally appeared the above named William T. Brown,
President of said SUNSPRAY ASSOCIATES, and acknowledged the
foregoing instrument to be his free act and deed in his said
capacity and the free act and deed of said SUNSPRAY ASSOCIATES.
Before me,

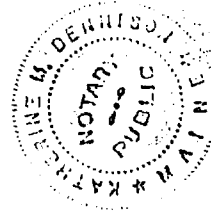
Katherine M. Dennison

Notary Public

~~Justice of the Peace~~

Katherine M. Dennison

MY COMMISSION EXPIRES
SEPTEMBER 29, 1985



APPENDIX I

A certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of East Grand Avenue in the Town of Old Orchard Beach, County of York and State of Maine, and being more particularly bounded and described as follows: Beginning at an iron rod set at the intersection of the southeasterly sideline of East Grand Avenue with the northeasterly sideline of Grand View Avenue (also known as River Street said point being the westerly corner of Lot No. 14 as shown on Plan of W. M. Davis Property recorded in the York County Registry of Deeds in plan Book 9, Page 1; thence North 37° 08' 30" East along the southeasterly sideline of East Grand Avenue 180.00 feet to an iron pipe; thence South 54° 03' 30" East by land now or formerly of Reeves 80.00 feet to an iron rod; thence South 54° 03' 30" East a distance of 75.69 feet to the Public Beach Front Line; thence South 39° 51' 19" West by said Beach Front Line 198.41 feet to a point; thence North 54° 03' 30" West a distance of 66.19 feet to an iron rod set at the southerly corner of Lot No. 7 as shown on the aforementioned Plan of W. M. Davis Property; thence North 54° 03' 30" West by a right of way leading to the beach 80.00 feet to an iron rod; thence northerly on a straight line 30.8 feet, more or less, to an iron rod set at the southerly corner of Lot No. 13 as shown on the aforementioned Plan of W. M. Davis Property; thence North 54° 03' 30" West by Grand View Avenue 80.00 feet to an iron rod and the point of beginning.

The above description is based on a Plan Showing Land Surveyed For Brown Homes, Inc., Old Orchard Beach, Maine, prepared by Dow & Coulombe, Inc., Engineers and Surveyors, Saco, Maine, dated April 29, 1981. Bearings refer to Maine Coordinate Grid System (West Zone).

The above premises will be subject to an easement from Sunspray Associates to Central Maine Power Company to be recorded in the York County Registry of Deeds describing an underground electrical service location and other necessary utility services, including but not limited to public sewer and water, needed to service the Sun Spray Condominium Building.

APPENDIX II

ALLOCATION OF COMMON ELEMENT INTERESTS,
VOTES AND COMMON EXPENSE LIABILITIES

<u>UNITS</u>	<u>COMMON ELEMENT INTEREST & COMMON EXPENSES LIABILITY</u>	<u>VOTES</u>
203, 303, 403, 503, 603, 204, 304, 404, 504, 604, 205, 305, 405, 505, 605	1/48 Each	1 Each
201, 301, 401, 501, 601, 202, 302, 402, 502, 602, 206, 306, 406, 506, 606, 207, 307, 407, 507, 607	5/192 Each	1 Each
<u>701, 702, 703, 704, 705</u>	<u>1/30 Each</u>	<u>1 Each</u>
TOTALS: 40	1	40

NOTE: Allocation of common element interest and common expense liability is based upon the following relative valuations, which valuations shall apply to any reallocation of interests resulting from addition or withdrawal of units.

Floors two-six, one bedroom - 1.00
 Floors two-six, two bedroom - 1.25
 Seventh Floor Units - 1.60

Voting rights are allocated on the basis of one vote per unit.

LIMITED JOINDER AND AGREEMENT OF MORTGAGEE

The undersigned, MAINE SAVINGS BANK, a corporation organized and existing under the laws of the State of Maine and located at One Maine Savings Plaza, Portland, Maine, as holder of and mortgagee under a Mortgage and Security Agreement dated August 31, 1983, recorded in the York County Registry of Deeds in Book 3156, Page 230, covering premises located on East Grand Avenue, Old Orchard Beach, Maine;

Hereby joins with SUNSPRAY ASSOCIATES in submitting the land, building, improvements and rights appurtenant thereto described in a Declaration dated May 15, 1984, and to be recorded in said Registry of Deeds, together with the plat and floor plans filed therewith and being subject to the lien of said Mortgage and Security Agreement to the provisions of the Maine Condominium Act, 33 M.R.S.A., Chapter 31 for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such submission for compliance with the requirements of said Act for subordinating the lien of said Mortgage and Security Agreement to said Declaration to the same extent as if the Declaration had been executed, delivered, and recorded prior to and without notice of the execution, delivery and recording of said Mortgage and Security Agreement, PROVIDED, that such joinder and consent shall not be construed to make said MAINE SAVINGS BANK, its successors and assigns, as Mortgagee and Secured Party, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under the Declaration, including, without limitation, any obligation

or liability of any kind to any purchaser(s) of any condominium unit(s), and said MAINE SAVINGS BANK makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the condominium premises, express or implied.

The undersigned hereby agrees that its lien under the aforesaid Mortgage and Security Agreement as to the premises described in said Declaration shall be subject to the provisions of said Condominium Act, being Title 33, Chapter 31, Section 1601-101, et seq. of the Revised Statutes of Maine, as amended, and that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage and Security Agreement, the undersigned will recognize the establishment of said condominium by said Declaration of Condominium.

IN WITNESS WHEREOF, the said MAINE SAVINGS BANK has caused this instrument to be executed this 15th day of May, 1984

Witness:

MAINE SAVINGS BANK

Barbara J. Smith

By Thomas D. Lewis
 Thomas D. Lewis
 ITS Assistant Vice President

STATE OF MAINE
 CUMBERLAND, ss

May 15, 1984

Personally appeared the above-named Thomas D. Lewis, Assistant Vice President of Maine Savings Bank and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Barbara J. Smith
 Barbara J. Smith
 Notary Public

BARBARA J. SMITH
 NOTARY PUBLIC, MAINE
 MY COMMISSION EXPIRES OCTOBER 2, 1986

RECEIVED YORK, SS.

1984 MAY 25 PM 4:00

RECORDED REGISTRY OF DEEDS

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this 20th day of December 1984 by SUNSPRAY ASSOCIATES, pursuant to the power reserved in Section 5 and Section 7(A) of the Declaration of Sunspray Condominium dated May 15, 1984 and recorded in York County Registry of Deeds in Book 3299, Page 33, for the purpose of allocating parking spaces and storage lockers as limited common elements to the units and to change the number and location of parking spaces and storage lockers.

Said Declaration is hereby amended as follows:

1. The second and fourth paragraphs of Section 5 are hereby deleted.
2. In place of the second paragraph of Section 5 the following paragraph is substituted:

Reference is made to the Site Plan and Ground Floor Plan, both revised as of December 18, 1984, to be recorded with this Amendment, for the designation of parking spaces and storage lockers, which are hereby allocated as Limited Common Elements for the exclusive use of the respective units in accordance with the table set forth in Appendix III to this Declaration. Outdoor parking spaces are shown on the Site Plan and numbered 18 to 80. Indoor parking spaces are shown on the Ground Floor Plan and lettered A to R (except J). Storage lockers are shown on the Ground Floor Plan and are numbered 1 to 36.

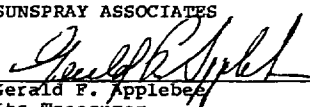
Appendix III, which is attached hereto, is hereby added to the Declaration.

4. The Site Plan and Ground Floor Plan are hereby revised as shown on the revised plans recorded herewith in York County Registry of Deeds File No. 110, Pages 9-10.

IN WITNESS WHEREOF, Sunspray Associates has caused this instrument to be executed by Gerald F. Applebee, its Treasurer, thereunto duly authorized this day and year first above written.

SUNSPRAY ASSOCIATES

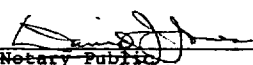
BY:


Gerald F. Applebee
Its Treasurer

STATE OF MAINE
CUMBERLAND, ss.

December 20, 1984

Then personally appeared before me the above-named Gerald F. Applebee, Treasurer of Sunspray Associates and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Sunspray Associates.


Notary Public
David S. Jones
Attorney-at-law

APPENDIX III

Allocation of Parking Spaces and Storage Lockers
as Limited Common Elements

<u>Unit</u>	<u>Parking Spaces</u>	<u>Storage Locker</u>
201	51 and H	16
202	48 and 50	1
203	58 and 59	2
204	69 and 70	3
205	57 and 60	4
206	56 and 61	5
207	55 and 62	6
301	18 and 63	7
302	32 and 64	8
303	54 and J	30
304	53 and 65	11
305	52 and 66	12
306	44 and 74	14
307	A and 67	15
401	20 and 21	26
402	35 and 68	17
403	34 and C	10
404	33 and 71	18
405	37 and P	27
406	45 and 76	20
407	19 and L	24
501	39 and B	13
502	38 and 72	22
503	77 and 79	23
504	43 and 73	25
505	40 and 42	28
506	41 and N	21
507	26 and M	19
601	22 and 23	9
602	K and 36	29
603	47 and 49	32
604	31 and 46	33
605	30 and 75	34
606	78 and 80	35
607	29 and Q	31
701	24 and E	Seventh Floor
702	25 and D	Seventh Floor
703	F and G	Seventh Floor
704	27 and R	Seventh Floor
705	28 and O	Seventh Floor

Storage locker 36 is designated as a common element to be used
by the Association at the discretion of the Board of Directors.

RECEIVED YORK SS.

1985 JAN 22 AM 8:49

RECORDED REGISTERED FILES

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this first day of May 1985 by
SUNSPRAY ASSOCIATES for the purpose of correcting an error in
the description of the property contained in Appendix I of the
Declaration of Sunspray Condominium dated May 15, 1984 and
recorded in York County Registry of Deeds in Book 3299, Page 33.

Said Declaration is hereby amended as follows:

1. The first paragraph of Appendix I is hereby deleted and
the following description is substituted in place thereof.

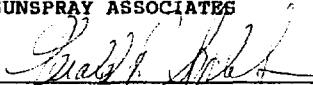
A certain lot or parcel of land, with the buildings
thereon, situated on the southeasterly side of East Grand
Avenue in the Town of Old Orchard Beach, County of York and
State of Maine, and being more particularly bounded and
described as follows: Beginning at an iron rod set at the
intersection of the southeasterly sideline of East Grand Avenue
with the northeasterly sideline of Grand View Avenue (also
known as River Street said point being the westerly corner of
Lot No. 14 as shown on Plan of W. M. Davis Property recorded in
the York County Registry of Deeds in Plan Book 9, Page 1;
thence North 37° 08' 30" East along the southeasterly sideline
of East Grand Avenue 180.00 feet to an iron pipe; thence South
54° 03' 30" East by land now or formerly of Reeves 80.00 feet
to an iron pipe; thence South 54° 03' 30" East by the terminus
of Surf Side Avenue 25.00 feet to an iron pipe; thence South
54° 03' 30" East by land now or formerly of Reeves 80.00 feet
to an iron rod; thence South 54° 03' 30" East a distance of
75.69 feet to the Public Beach Front Line; thence South 39° 51'
19" West by said Beach Front Line 198.41 feet to a point;
thence North 54° 03' 30" West a distance of 66.19 feet to an
iron rod set at the southerly corner of Lot No. 7 as shown on
the aforementioned Plan of W. M. Davis Property; thence North
54° 03' 30" West by a right of way leading to the beach 80.00
feet to an iron rod; thence northerly on a straight line 30.8
feet, more or less, to an iron rod set at the southerly corner
of Lot No. 13 as shown on the aforementioned Plan of W. M.
Davis Property; thence North 54° 03' 30" West by Grand View
Avenue 80.00 feet to an iron rod and the point of beginning.

2. The allocation of parking spaces in Appendix III as set forth in the First Amendment to the said Declaration is hereby amended by changing the parking spaces allocated to Units 402, 507 and 601 to the following:

<u>Unit</u>	<u>Parking Spaces</u>
402	35 and 22
507	26 and 68
601	M and 23

IN WITNESS WHEREOF, SUNSPRAY ASSOCIATES has caused this instrument to be executed by Gerald F. Applebee, its Treasurer, thereunto duly authorized this day and year first above written.

SUNSPRAY ASSOCIATES

BY: 
Gerald F. Applebee
Its Treasurer

STATE OF MAINE
CUMBERLAND, ss.

May 6, 1985

Then personally appeared before me the above-named Gerald F. Applebee, Treasurer of Sunspray Associates and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Sunspray Associates.


~~Notary Public~~
David T. Jones
Attorney-at-Law

RECEIVED YORK, SS.

1985 MAY -7 AM 9:50

RECORDED REGISTRY OF DEEDS

23995

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this 15th day of July, 1985,
by SUNSPRAY ASSOCIATES, for the purpose of changing the
allocation of parking spaces set forth in the FIRST AMENDMENT
dated December 20, 1984 and recorded in York County Registry of
deeds in Book 3452, Page 55, with respect to Units 402 and
403. The original Declaration of Condominium is dated May 15,
1984 and recorded in York County Registry of Deeds in Book
3299, Page 33.

Appendix III of said Declaration is hereby amended as
follows:

Parking spaces C and 68 are allocated to Unit 402.

Parking spaces 34 and 35 are allocated to Unit 403.

Sunspray Associates is the owner of both Units 402 and 403
as of the time of the execution of this Amendment.

IN WITNESS WHEREOF, SUNSPRAY ASSOCIATES has caused this
instrument to be executed by Gerald F. Applebee, its Treasurer,
thereunto duly authorized, this day and year first above
written.

WITNESS:

Katherine M. Denson

SUNSPRAY ASSOCIATES

BY:

Gerald F. Applebee
Gerald F. Applebee
its Treasurer

STATE OF MAINE,
CUMBERLAND, ss.

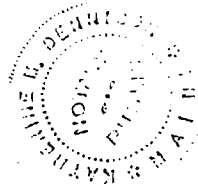
July 15, . 1985

Personally appeared the above-named Gerald F. Applebee,
Treasurer of SUNSPRAY ASSOCIATES, as aforesaid and acknowledged
the foregoing instrument to be his free act and deed in his
said capacity and the free act and deed of said SUNSPRAY
ASSOCIATES.

Before me,

Katherine M. Dennison
Notary Public

Katherine M. Dennison MY COMMISSION EXPIRES
SEPTEMBER 29, 1986



RECEIVED YORK, SS.

1985 JUL 18 AM 11:49

RECORDED REGISTRY OF DEEDS

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this 17th day of September 1985, by Sunspray Condominium Association, at the request of the unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated December 20, 1984 and recorded in York County Registry of Deeds in Book 3452, Page 55 the SECOND AMENDMENT dated May 1, 1985 and recorded in York County Registry of Deeds in Book 3514, Page 115 and the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577, Page 242 and to correct an error in said THIRD AMENDMENT. The original Declaration of Condominium is dated May 15, 1984 and recorded in York County Registry of Deeds in Book 3299, Page 33. This amendment is prepared pursuant to Title 33 M.R.S.A. §1602-108(b).

The said THIRD AMENDMENT is hereby corrected by changing the allocation of parking spaces for Unit 402 from C and 68 to C and 22. Parking space 68 was allocated to Unit 507 by the SECOND AMENDMENT and was not intended to be affected by said THIRD AMENDMENT.

Appendix III of said Declaration, as corrected, is hereby amended as follows:

Parking spaces 20 and M are allocated to Unit 401.
Parking spaces 22 and C are allocated to Unit 402.
Parking spaces 21 and 23 are allocated to Unit 601.

The unit owners of the above units are as follows:

Unit 401 - Vitorino B. America and Maria A. America
Unit 402 - John M. Daigle and M. Dolores Daigle
Unit 601 - Sunspray Associates

Maine Savings Bank, holder of mortgages covering the above units, joins in this instrument for the purpose of indicating its consent to the above reallocation of limited common elements.

IN WITNESS WHEREOF, Sunspray Condominium Association has caused this instrument to be executed by George Liming, its President, thereunto duly authorized, Sunspray Associates has caused this instrument to be executed by Gerald F. Applebee, its Treasurer, thereunto duly authorized, Maine Savings Bank has caused this instrument to be executed by Thomas D. Lewis, its Assistant Vice President, thereunto duly authorized, John M. Daigle and M. Dolores Daigle and Vitorino B. America and Maria A. America have hereunto set their hands and seals as of this day and year first above written.

SUNSPRAY CONDOMINIUM ASSOCIATION

BY: George Liming
George Liming
Its President

SUNSPRAY ASSOCIATES

BY: Gerald F. Applebee
Gerald F. Applebee
Its Treasurer

MAINE SAVINGS BANK

BY: Thomas D. Lewis
Thomas D. Lewis
Its Assistant Vice President

John M. Daigle
John M. Daigle

M. Dolores Daigle
M. Dolores Daigle

Vitorino B. America
Vitorino B. America

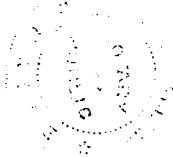
Maria A. America
Maria A. America

STATE OF MAINE
Cumbria, ss.

September 11, 1985

Personally appeared before me the above-named Gerald F. Applebee, Treasurer of Sunspray Associates, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Sunspray Associates.

Ruth S. Wallace
NOTARY PUBLIC
Ruth S. Wallace
MY COMMISSION EXPIRES
MARCH 24, 1992



RECEIVED YORK, ME.
1985 DEC 30 PM 2:22
RECORDED REGISTRY OF DEEDS

37279

FIFTH AMENDMENT

THIS AMENDMENT is made this 18th day of August, 1986 by SUNSPRAY CONDOMINIUM ASSOCIATION at the request of SUNSPRAY ASSOCIATES, owner of Units 602 and 702, for the purpose of reallocating the parking spaces with respect to said units as set forth in the First Amendment dated December 20, 1984 and recorded in the York County Registry of Deeds in Book 3452, Page 55. The original Declaration of Condominium is dated May 15, 1984 and recorded in the York County Registry of Deeds in Book 3299, Page 33. This Amendment is prepared pursuant to Title 33 M.R.S.A. §1602-108(b).

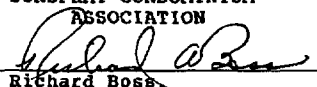
The allocation of parking spaces of units 602 and 702 as set forth in Appendix III of said Declaration is amended as follows:

Parking spaces 25 and 36 are allocated to Unit 602.
Parking spaces D and K are allocated to Unit 702.

IN WITNESS WHEREOF, SUNSPRAY CONDOMINIUM ASSOCIATION has caused this instrument to be executed by Richard Boss, its President, and SUNSPRAY ASSOCIATES has caused this instrument to be executed by Gerald F. Applebee, its Treasurer as of this day and year first above written.

SUNSPRAY CONDOMINIUM
ASSOCIATION

BY:


Richard Boss
Its President

BK3977 PG118

SUNSPRAY ASSOCIATES

BY

Gerald F. Applebee
Gerald F. Applebee,
Its Treasurer

STATE OF MAINE
YORK, ss.

August 18, 1986

Personally appeared before me the above named RICHARD BOSS,
President of SUNSPRAY CONDOMINIUM ASSOCIATION, and acknowledged
the foregoing instrument to be his free act and deed in his
said capacity and the free act and deed of SUNSPRAY CONDOMINIUM
ASSOCIATION.

Margaret A. Whitaker
~~Attorney at Law~~
Notary Public

MARGARET A. WHITAKER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 6, 1990

RECEIVED YORK, SS.

1986 AUG 25 PM 3:54

RECORDED REGISTRY OF DEEDS

SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

07672

THIS AMENDMENT is made this 22nd day of February, 1991 by SUNSPRAY CONDOMINIUM ASSOCIATION, at the request of the unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated December 20, 1984 and recorded in the York County Registry of Deeds in Book 3452, Page 55; the SECOND AMENDMENT dated May 1, 1985 and recorded in the York County Registry of Deeds in Book 3514, Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577, Page 242; the FOURTH AMENDMENT dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723, Page 91; the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County Registry of Deeds in Book 3977, Page 117; and the final Amendment incorrectly numbered as the FIFTH AMENDMENT dated December 1, 1988 and recorded in the York County Registry of Deeds in Book 4920, Page 003. The original Declaration of Condominium is dated May 24, 1984 and recorded in the York County Registry of Deeds in Book 3299, Page 33. This Amendment is prepared pursuant to Title 33 M.R.S.A. Section 1602-108(b).

Appendix III of said Declaration is hereby amended as follows:

Parking spaces 24 and C are allocated to Unit 701.

Parking spaces 22 and E are allocated to Unit 507.

The owner of Unit 701 is M. Dolores Daigle.

The owners of Unit 507 are M. Dolores Daigle and John M. Daigle.

IN WITNESS WHEREOF, Sunspray Condominium Association has caused this instrument to be executed by John DiMatteo, its President, thereunto duly authorized, and M. Dolores Daigle and John M. Daigle, hereunto setting their hands and seals as of this day and year first above written.

SUNSPRAY CONDOMINIUM ASSOCIATION

by: John DiMatteo
JOHN DIMATTEO, Its President

M. Dolores Daigle
M. DOLORES DAIGLE

John M. Daigle
JOHN M. DAIGLE

STATE OF MAINE
YORK, ss.

February 22, 1991

Personally appeared the above-named JOHN DIMATTEO, M. DOLORES DAIGLE and JOHN M. DAIGLE and acknowledged the foregoing instrument to be their free act and deed.

Linda A. Maloy
Linda A. Maloy
Attorney-at-Law

RECEIVED YORK S.S.

91 MAR -5 AM 11:19

ATTEST: Annem Stone
REGISTER OF DEEDS

06402

SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this 18th day of February, 1992 by SUNSPRAY CONDOMINIUM ASSOCIATION, at the request of the unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated December 20, 1984 and recorded in the York County Registry of Deeds in Book 3452, Page 55; the SECOND AMENDMENT dated May 1, 1985 and recorded in the York County Registry of Deeds in Book 3514, Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577, Page 242; the FOURTH AMENDMENT dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723, Page 91; the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County Registry of Deeds in Book 3977, Page 117; and the final Amendment incorrectly numbered as the FIFTH AMENDMENT date December 1, 1988 and recorded in the York County Registry of Deeds in Book 4920, Page 003; and the SIXTH AMENDMENT dated February 22, 1991 and recorded in the York County Registry of Deeds in Book 5644, Page 68. The original Declaration of Condominium is dated May 24, 1984 and recorded in the York County Registry of Deeds in Book 3299, Page 33. This Amendment is prepared pursuant to Title 33 M.R.S.A. Section 602-108(b).

Appendix III of said Declaration is hereby amended as follows:

Parking spaces 58 and D are allocated to Unit 702.

Parking spaces 59 and K are allocated to Unit 203.

The owner of Unit 702 is Sagamon Associates, Inc.

The owners of Unit 203 are Roger D. Smith, Jr. and Marcia H. Fitzgerald.

IN WITNESS WHEREOF, Sunspray Condominium Association has caused this instrument to be executed by James Chiariello, its President, thereunto duly authorized, and Sagamon Associates, Inc. and Roger D. Smith, Jr. and Marcia H. Fitzgerald, hereunto setting their hands and seals as of this day and year first above written.

SUNSPRAY CONDOMINIUM ASSOCIATION

Robert D. Smith *James Chiariello*
WITNESS James Chiariello as President
of Sunspray Condominium
Association

Robert D. Smith *Eric Clanchette*
WITNESS Eric Clanchette as President
of Sagamon Associates, INC.

Therence O'Keefe *Roger D. Smith, Jr.*
WITNESS Roger D. Smith, JR.

Therence O'Keefe *Marcia H. Fitzgerald*
WITNESS Marcia H. Fitzgerald

State of Maine
Cumberland ss.

February 16, 1992

Personally appeared before me the above-named James Chiariello, President of Sunspray Condominium Association, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Sunspray Condominium Association.

Before me,

Maryellen Tierney
MARYELLEN TIERNEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 13, 1998



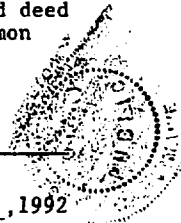
State of Maine
Cumberland ss.

February 13, 1992

Personally appeared before me the above-named Eric Cianchette, President of Sagamon Associates, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Sagamon Associates, Inc.

Before me,

Gerald Nelson
Gerald Nelson
Notary Public



State of Maine
York, ss.

February 12, 1992

Personally appeared before me the above-named Roger D. Smith, Jr., and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Maryellen Tierney
Notary Public MARYELLEN TIERNEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 13, 1998



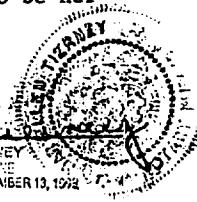
State of Maine
York, ss.

February 12, 1992

Personally appeared before me the above-named Marcia H. Fitzgerald, and acknowledged the foregoing instrument to be her free act and deed in her said capacity.

Before me,

Maryellen Tierney
Notary Public MARYELLEN TIERNEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 13, 1998



RECEIVED YORK S.S.
92 FEB 18 AM 9:41

ATTEN: CLERK OF COURT
REGISTER OF DEEDS

025245

EIGHTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this ^{24th} day of June 1996, by

SUNSPRAY CONDOMINIUM ASSOCIATION at the request of the unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated December 20, 1984 and recorded in York County Registry of Deeds in Book 3452, Page 55; the SECOND AMENDMENT dated May 1, 1985 and recorded in York County Registry of Deeds in Book 3514, Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577, Page 242; the FOURTH AMENDMENT dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723, Page 91; the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County Registry of Deeds in Book 3977, Page 117; the amendment incorrectly numbered as the FIFTH AMENDMENT dated December 1, 1988 and recorded in the York County Registry of Deeds in Book 4920, Page 003; the SIXTH AMENDMENT dated February 22, 1991 and recorded in the York County Registry of Deeds in Book 5644, Page 68 and the SEVENTH AMENDMENT dated February 18, 1992 and recorded in the York County Registry of Deeds in Book 5973, Page 108. The original Declaration of Condominium is dated May 24, 1984, and is recorded in the York County Registry of Deeds in Book

3299, Page 33. This amendment is prepared pursuant to Title 33
M.R.S.A. Section 1602-108(b).

Appendix III of said Declaration is hereby amended as follows:

Parking spaces P and Q are allocated to Unit 607

Parking spaces 29 and 37 are allocated to Unit 405

The unit owners of the above units are as follows:

Unit 405 Larry Nichols

Unit 607 Patricia H. DiMatteo

IN WITNESS THEREOF, Sunspray Condominium Association has
caused this instrument to be executed by James Chiariello, its
President, thereunto duly authorized. Larry Nichols and Patricia H.
DiMatteo have hereunto set their hands and seals as of this day and
year first above written.

SUNSPRAY CONDOMINIUM ASSOCIATION

By its President

Larry Nichols

Larry Nichols

Patricia H. DiMatteo

Patricia H. DiMatteo

STATE OF MAINE
CUMBERLAND, ss.

JUNE , 1996

Then personally appeared before me the above-named James
Chiariello, President of Sunspray Associates and acknowledged the
foregoing instrument to be his free act and deed in his said capacity
and the free act and deed of Sunspray Associates.

RECEIVED YORK S.S.

96 JUN 24 PM 12:09

ATTEST: *Leis M. Mace*
REGISTER OF DEEDS

Paul Kerry

My Commission Expires
April 6, 1999

PAUL KERRY

242 → Sunspray Condominium Assn., 191 East Grand Ave Old Orchard Beach, Me 04064

NINTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

THIS AMENDMENT is made this 25 day of January 2001, by SUNSPRAY CONDOMINIUM ASSOCIATION at the request of unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated DECEMBER 20, 1984 and recorded in York County Registry of Deeds in Book 3452, Page 55; the SECOND AMENDMENT dated May 1, 1985 and recorded in the York County Registry of Deeds in Book 3514, Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577, Page 242, the FOURTH AMENDMENT dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723, Page 91; the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County Registry of Deeds in Book 3977, Page 117; the amendment incorrectly numbered as the FIFTH AMENDMENT date December 1, 1988 and recorded in the York County Registry of Deeds in Book 4920, Page 003; the SIXTH AMENDMENT dated February 22, 1991 and recorded in the York County Registry of Deeds in Book 5644, Page 68, the SEVENTH AMENDMENT dated February 18, 1992 and recorded in the York County Registry of Deeds in Book 5973, Page 108 and the EIGHT AMENDMENT dated June 24, 1996 and recorded in the York County Registry of Deeds in Book 7883, Page 335.

The original Declaration of Condominium is dated May 24, 1984 and is recorded in the York County Registry of Deeds in Book 3299, Page 33. This amendment is prepared pursuant to Title 33 M.R.S.A. Section 1602-108(b).

Appendix III of said Declaration is hereby amended as follows:

Parking Spaces B and C, are allocated to Unit 701

Parking Space 24 is allocated to Unit 501

The unit owners of the above units are as follows:

Unit 701 Normand R. Lemaire

Unit 501 Tom Carabine

BK10413PG106

IN WITNESS THEREOF, Sunspray Condominium Association has caused this instrument to be executed by John R. DiMatteo, its President, thereunto duly authorized. Normand R. Lemaire and Tom Carabine have hereunto set their hands and seals as of this day and year first above written.

SUNSPRAY CONDOMINIUM ASSOCIATION

John R. DiMatteo

By: Its President

Normand R. Lemaire

Normand R. Lemaire

Tom Carabine

Tom Carabine

STATE OF MAINE
CUMBERLAND, SS

JANUARY , 2001

Then personally appeared before me the above-named John R. DiMatteo, President of Sunspray Condominium Association and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Sunspray Condominium Association.

Daniel E. Blaney
Notary Public

my commission expires
Aug. 2, 2001

RECEIVED YORK S.S.
2001 JAN 25 P 1:05

ATTEST: *Leslie M. Blaney*
REGISTER OF DEEDS

2001 JAN 25 P 1:05
SUNSPRAY CONDO ASSN
191 E CUMBERLAND ST
PORTLAND, ME 04106

BK 11992PG043

SUNSPRAY CONDOMINIUM ASSOCIATION

By its President

Eileen Barrett

Robert Yamartino

Robert Yamartino

Patricia H. DiMatteo

Patricia H. DiMatteo

STATE OF MAINE

September, 2002

Then personally appeared before me the above named Eileen Barrett, President of Sunspray Condominium Association and acknowledged the foregoing instrument to be her free act and deed in her capacity and the free act and deed of Sunspray Condominium Association.

Daniel E. Blaney
Daniel E. Blaney

Notary Expires Aug. 2, 2004

RECEIVED YORK S.S.

2002 SEP 23 PM 2:48

*Sunspray Condo Assoc.
191 East Grand Ave
00131-1100
000004*

2002 →

TENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM

058716

THIS AMENDMENT is made this 4th day of September, 2002, by SUNSPRAY CONDOMINIUM ASSOCIATION at the request of unit owners named below, for the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT dated December 20, 1984 and recorded in York County Registry of Deeds in Book 3452, page 55; the SECOND AMENDMENT dated May 1, 1985 and recorded in the York County Registry of Deeds in Book 3514 Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded in the York County Registry of Deeds in Book 3577 page 242; the FOURTH AMENDMENT dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723 page 91; the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County Registry of Deeds in Book 3977, page 117; the amendment incorrectly numbered as the FIFTH AMENDMENT dated December 1, 1988 and recorded in the York County Registry of Deeds in Book 4920, page 003; the SIXTH AMENDMENT dated February 22, 1991 and recorded in the York County Registry of Deeds in Book 5644, page 68; the SEVENTH AMENDMENT dated February 18, 1992 and recorded on the York County Registry of Deeds in Book 5973, page 108; the EIGHTH AMENDMENT dated June 24, 1996 and recorded in the York County Registry of Deeds in Book 7883, page 335 and the NINTH AMENDMENT dated January 25, 2001 and recorded in the York County Registry of Deeds in Book 10413, page 105.

The original Declaration of Condominium is dated May 24, 1984 and is recorded in the York County Registry of Deeds in Book 3299, Page 33. This amendment is prepared pursuant to Title 33 M.R.S.A. Section 1602-108(b).

Appendix III of said Declaration is hereby amended as follows:

Parking spaces Q and 6 are allocated to Unit 206

Parking spaces 61 and P are allocated to Unit 607

The unit owners of the above units are as follows:

Unit 205 Robert Yamartino

Unit 607 Patricia H. DiMatteo

IN WITNESS THEREOF. Sunspray Condominium Association has caused this instrument to be executed by Eileen Barrett, its President, thereunto duly authorized. Robert Yamartino and Patricia H. DiMatteo have hereunto set their hands and seals as of this day and year first above written.

**IN RE: TENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUMS**

AFFIDAVIT TO CORRECT CLERICAL ERROR

I, Vitorino America, President and duly authorized representative of the Sunspray Condominium Association in Old Orchard Beach, Maine hereby state the following:

1. On or about September 23, 2002 a Tenth Amendment to Declaration of Condominium of Sunspray Condominiums was duly executed and recorded in the York County Registry of Deeds in Book 11992, Page 042.
2. The purpose of the amendment was to change the allocation of parking spaces for Units 206 and 607.
3. The Tenth Amendment as dated and records states the following in part:
"Appendix III of said Declaration is hereby amended as follows:

Parking spaces Q and 56 are allocated to Unit 206
Parking spaces 61 and P are allocated to Unit 607

The unit owners of the above units are as follows:

Unit 205 Robert Yamartino
Unit 607 Patricia H. DiMatteo"

4. It is the understanding of the owners association that "Unit 205 Robert Yamartino" should have stated "Unit 206 Robert Yamartino" Therefore the purpose of this Affidavit is to note the clerical error as stated above and to correct the proper allocation as follows: "Appendix III of said Declaration is hereby amended as follows:

Parking spaces Q and 56 are allocated to Unit 206
Parking spaces 61 and P are allocated to Unit 607

The unit owners of the above units are as follows:

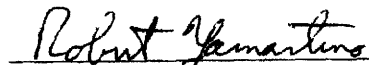
Unit 206 Robert Yamartino
Unit 607 Patricia H. DiMatteo"

5. All other aspects of the Tenth Amendment shall remain the same as if set forth fully herein.
6. A copy of this affidavit along with a copy of the original recorded Tenth Amendment has been provided to all of the owners of Sunspray Condominiums.
7. This affidavit shall be recorded in the York County Registry of Deeds.
8. Robert Yamartino, owner of Unit 206 and Patricia H. DiMatteo, owner of Unit 607 have hereby signed this Affidavit signifying there understanding and agreement to the correction of the clerical error as it pertains to their respective units and allocated parking spaces.

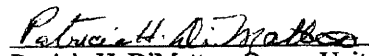
DATED: July 11, 2009


Vitorino America
President/Duly Authorized Representative

DATED: July 11, 2009


Robert Yamartino, Owner Unit 206

DATED: July 11, 2009

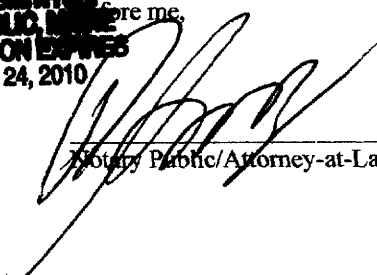

Patricia H. DiMatteo, Owner Unit 607

STATE OF MAINE
YORK, ss.

July 11, 2009

Personally appeared before me the above named Vitorino America, as President and duly authorized representative of the Sunspray Condominium Association and gave oath that the foregoing was true to the best of his/her knowledge, information and belief and that he/she signs in his/her duly authorized capacity as his/her free act and deed.

ROGER D. SMITH, JR.
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
JANUARY 24, 2010


Notary Public/Attorney-at-Law

Seal

**Amendments I and II to the Sunspray Declaration of
Condominium, Book 3299, Page 36, passed by two-thirds vote of
the membership at the July, 2007 Annual Owners Meeting.**

AMENDMENT I:

WHEREAS, the Association must at all times adhere to the an
equitable protocol for the allocation of expenses among the owners,

WHEREAS, to ensure that such protocol is in full compliance with
the Declaration and applicable law, the Association wishes to amend the Declaration
as stated herein:

NOW THEREFORE, it is hereby resolved that the Declaration
shall be amended as follows:

**Section 13 of the Declaration is amended by adding the
following Paragraph:**

The Board of Directors shall have the authority and discretion to
refrain from asserting insurance for an loss or damage under any
Association insurance policy when the associated costs of repair or
replacement does not exceed the applicable insurance deductible amount.

AMENDMENT II.

WHEREAS, the Association must at all times adhere to the an
equitable protocol for the allocation of expenses among the owners,

WHEREAS, to ensure that such protocol is in full compliance with
the Declaration and applicable law, the Association wishes to amend the Declaration as
stated herein.

NOW THEREFORE, it is hereby resolved that the Section 13
of the Declaration shall be amended as follows:

If due to the intentional, reckless or negligent act or omission of a
unit owner or of a member of his family or of a guest or other authorized
occupant of visitor of such unit owner, damage shall be caused to the
common elements or to any unit, and maintenance, repairs or replacement
shall be required which are not covered by insurance and which otherwise
be a common expense, including any insurance deductibles, then such unit
owners shall pay for all such damage, costs or expense as may be
determined and assessed to the unit owner by the Board of Directors.

JEFFREY THOMPSON, JR.
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES
OCTOBER 17, 2014

Subscribed and sworn to by the said August H. Favazza to be his free act
and deed on May 18, 2009.

Before me,




August H. Favazza

SEAL

2p - Sunspray Condominiums
191 Edst Grand Ave.
006, ME. Quabdy

**Amendment To The Declaration Of Sunspray Condominium,
Book 3299, Page 36, passed by two-thirds vote of mail-in vote of
the owners, April 30, 2009.**

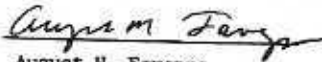
AMENDMENT 1:

WHEREAS, the Association must at all times adhere to an equitable protocol for the allocation of expenses among the owners,

WHEREAS, to ensure that such protocol is in full compliance with the Declaration and applicable law, the Association wishes to amend the Declaration of Condominium as stated herein:

NOW, THEREFORE, it is hereby resolved that section 12 of the Declaration shall be amended as follows:

The Board of Directors shall have full authority to approved and monitor the installation of storm/screen doors for all units (except 02, 03, 05 and 06 units where such installation is prohibited by law) on such terms and conditions as the Board of Directors may deem reasonable to ensure safety, uniform appearance, the protection of the common elements and to allocate to the maximum extent permitted by law all costs, expenses and risks associated with such storm/screen doors to the unit owners benefited by same.


August H. Favazza

Subscribed and sworn to by the said August H. Favazza to be his free act and deed on May 18, 2009

Before me,



JEFFREY THOMPSON, JR.
NOTARY PUBLIC
STATE OF MAINE
MY COMMISSION EXPIRES
OCTOBER 17, 2014

SEAL

End of Document



BK 17359 PGS 752 - 752 11/07/2016 02:54:46 PM
 INSTR # 2016048275 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS

12/9/16

AFFIDAVIT TO CORRECT CLERICAL ERRORS

In re Amendments to Sunspray Declaration of Condominium filed in York County
Registry of Deeds, in Book 3299, Page 36.

On May 19, 2009, three (3) amendments to the Sunspray Condominium Declaration were filed in the York County Registry of Deeds, in Book 15633, Pages 573 and 574. These Amendments were erroneously labeled Amendment I and II for a two-thirds (2/3) vote of the Association membership, at the July 2007 annual owner's meeting and Amendment I, for two-thirds (2/3) vote of mail-in vote of owners, on April 30, 2009. These Amendments were erroneously labeled and should have been labeled Amendments 11, 12 and 13, respectively, to the Declaration of Sunspray Condominium recorded in the York County Registry of Deeds, at Book 3299, Page 36.

Dated: October 22, 2016

SUNSPRAY CONDOMINIUM ASSOCIATION

Jessica Healey
 Jessica Healey, its President

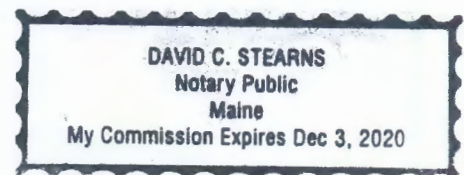
STATE OF MAINE
 YORK, ss.

October 22, 2016

Personally appeared the above-named Jessica Healey, in her capacity as President of Sunspray Condominium Association, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Sunspray Condominium Association.

David Stearns
 Notary Public / ~~Attorney at Law~~

Print Name: DAVID STEARNS



Craig Rancourt 13 Crescent St Biddeford ME 04005
 ← 1p2

12/9/16



BK 17359 PGS 750 - 751 11/07/2016 02:54:46 PM
INSTR # 2016048274 DEBRA ANDERSON
RECEIVED YORK SS REGISTER OF DEEDS

FOURTEENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM ASSOCIATION

THIS AMENDMENT is made this 22 day of October 2016, by
SUNSPRAY CONDOMINIUM ASSOCIATION, at the request of unit owners named below, for
the purpose of changing the allocation of parking spaces set forth in the FIRST AMENDMENT
dated December 20, 1984 and recorded in York County Registry of Deeds in Book 3452, Page
55; the SECOND AMENDMENT dated May 1, 1985 and recorded in the York County Registry
of Deeds in Book 3514, Page 115; the THIRD AMENDMENT dated July 15, 1985 and recorded
in the York County Registry of Deeds in Book 3577, Page 242; the FOURTH AMENDMENT
dated September 17, 1985 and recorded in the York County Registry of Deeds in Book 3723,
Page 91, the FIFTH AMENDMENT dated August 18, 1986 and recorded in the York County
Registry of Deeds in Book 3977, Page 117; the amendment incorrectly numbered as the FIFTH
AMENDMENT dated December 1, 1988 and recorded in the York County Registry of Deeds in
Book 4920, Page 003; the SIXTH AMENDMENT dated February 22, 1991 and recorded in the
York County Registry of Deeds in Book 5644, Page 68; the SEVENTH AMENDMENT dated
February 18, 1992 and recorded in the York County Registry of Deeds in Book 5973, Page 108;
the EIGHTH AMENDMENT dated June 24, 1996 and recorded in the York County Registry of
Deeds in Book 7883, Page 335; the NINTH AMENDMENT dated January 25, 2001 and
recorded in the York County Registry of Deeds in Book 10413, Page 105, and the TENTH
AMENDMENT dated September 14, 2002, recorded in the York County Registry of Deeds in
Book 11992, Page 42 and corrected by Affidavit for a Clerical Error dated July 11, 2009, and
recorded in the York County Registry of Deeds at Book 15679, Page 721-724. Three additional
amendments were filed in the York County Registry of Deeds, on May 19, 2009, in Book 15633,
Pages 573-574, which were erroneously labeled as Amendments 1, 11 and I. These should have
been labeled Amendments 11, 12 and 13, respectively.

The original Declaration of Condominium is dated May 24, 1984 and is recorded in the
York County Registry of Deeds in Book 3299, Page 33. This amendment is prepared pursuant to
Title 33 M.R.S.A., Section 1602-108(b).

Appendix III of said Declaration is hereby amended as follows:

- Parking space Q allocated to Unit 306.
- Parking space 44 allocated to Unit 206.

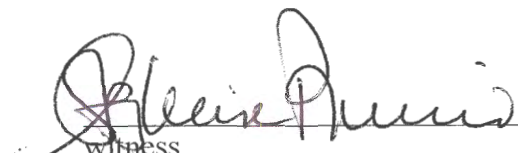
The unit owners of the above units are as follows:

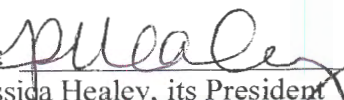
- Unit 206 Robert Yamartino
- Unit 306 Kevin Rowles

IN WITNESS WHEREOF, Sunspray Condominium Association has caused this
instrument to be executed by Jessica S. Healey President thereunto duly authorized, as of
the day and year first above written.

Craig Rancourt 13 Crescent St Biddeford ME 04005
4-2p②

SUNSPRAY CONDOMINIUM
ASSOCIATION

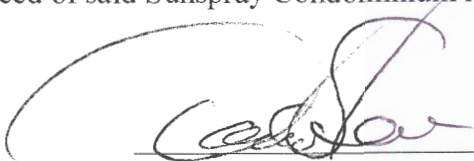

witness

by 
Jessica Healey, its President

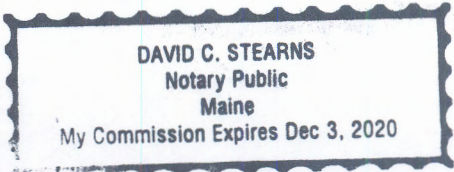
STATE OF MAINE
YORK, ss.

October 22, 2016

Personally appeared the above-named Jessica Healey, in her capacity as President of
Sunspray Condominium Association, and acknowledged the foregoing instrument to be her free
act and deed and the free act and deed of said Sunspray Condominium Association.


Notary Public / ~~Attorney at Law~~

Print Name: David STEARNS



AFTER RECORDING RETURN TO:

Rebecca D. Shiland, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

**FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUNSPRAY CONDOMINIUM
(Reassignment of Parking Spaces)**

THIS FIFTEENTH AMENDMENT is made as of this 11th day of December 2024, by SUNSPRAY CONDOMINIUM ASSOCIATION ("Association"), a Maine nonprofit corporation with a principal place of business in Old Orchard Beach, Maine, and a mailing address of c/o Dirigo Management Company, One City Center, 4th Floor, Portland, ME 04101, and THOMAS E. MORGAN, TRUSTEE OF THE MORGAN LIVING TRUST UNDER INSTRUMENT DATED JUNE 30, 2011 AND RESTATEMENT DATED JUNE 29, 2017, with a mailing address of 191 E Grand Ave, Unit 501, Old Orchard Beach, ME 04064 and CLAIRE L. CELENZA AS TRUSTEE OF THE CLAIRE L. CELENZA 2009 TRUST UNDER DECLARATION OF TRUST DATED SEPTEMBER 22, 2009, with a mailing address of 191 East Grand Avenue, Unit 506, Old Orchard Beach, ME 04064.

1. Recitals:

A. On or about May 15, 1984, a condominium known as Sunspray Condominium (the "Condominium") was created pursuant to Title 33 of the Maine Revised Statutes Annotated (the "Act") by means of a Declaration of Condominium Sunspray Condominium, recorded in the York County Registry of Deeds in Book 3299, Page 33 (the "Condominium Declaration").

B. The Condominium Declaration has been amended by the following amendments, all recorded in the York County Registry of Deeds:

Date	Deed Book	Page
12/20/1984	3452	55
5/1/1985	3514	115
7/15/1985	3577	242
9/17/1985	3723	91
8/18/1986	3977	117
12/1/1988	4920	3
2/22/1991	5644	68
2/18/1992	5973	108
6/24/1996	7883	335
1/25/2001	10413	105

9/14/2002	11992	42
5/18/2009	15633	573
10/22/2016	17359	750

C. Claire L. Celenza as Trustee of the Claire L. Celenza 2009 Trust Under Declaration of Trust Dated September 22, 2009 (“Celenza”) is the owner of Unit 506 of Sunspray Condominium by virtue of a deed from Claire L. Celenza dated September 22, 2009 recorded in Book 15730, page 502 of the aforesaid records.

D. Thomas E. Morgan, Trustee of the Morgan Living Trust under instrument dated June 30, 2011 and Restatement dated June 29, 2017 (“Morgan”) is the owner of Unit 501 in Sunspray Condominium by virtue of a deed from Thomas E. Morgan dated July 23, 2018 and recorded in Book 17763, Page 154 of the aforesaid records.

E. The parties to this Amendment have agreed, pursuant to Section 1602-108 of the Condominium Act, to reallocate Unit 506’s parking space allocated by Section 5 of the Declaration and Appendix III thereto to Unit 501 and to reallocate Unit 501’s parking space to Unit 506. The parties have applied to the Board of Directors of the Association for approval of the reallocation described in this amendment, and the Board of Directors has granted its approval, as evidenced by the Association’s execution of this Amendment.

1. Amendments:

A. Appendix III of the Declaration is hereby amended as follows:

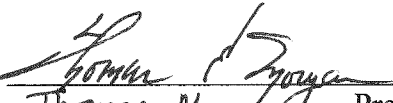
Parking Space “N”, previously assigned to Unit 506, is hereby reassigned to Unit 501.

Parking Space “24”, previously assigned to Unit 501, is hereby reassigned to Unit 506.

2. Ratification of Condominium Declaration. The Condominium Declaration is hereby ratified and confirmed and, except as expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first set forth above.

SUNSPRAY CONDOMINIUM
ASSOCIATION

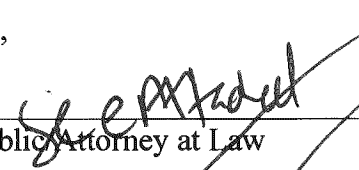
By: , President
Thomas Morgan

STATE OF California
COUNTY OF Riverside, ss

December ^{TSM / M}
November 11, 2024

Then personally appeared before me the above named Thomas Morgan in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,


Notary Public, Attorney at Law
Name: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

This certificate is attached to a 5 page document dealing with/entitled fifteenth Admendment and dated 12-11-24.

to Declaration of Condominium
California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

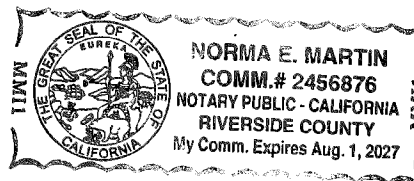
On December 11th 2024 before me,

Norma E. Martin, Notary Public (here insert name and title of the officer),

personally appeared Thomas Morgan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in dark ink, appearing to read 'Thomas Morgan', written over a horizontal line.

(Seal)

Printed 02-18

THE MORGAN LIVING TRUST UNDER
INSTRUMENT DATED JUNE 30, 2011
AND RESTATEMENT DATED JUNE 29,
2017

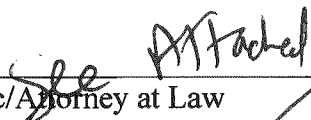
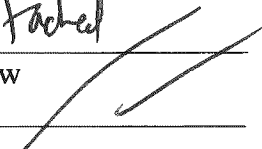
By: 
Thomas Morgan, Trustee

STATE OF California
COUNTY OF Riverside ss

December 11, 2024

Then personally appeared before me the above-named Thomas E. Morgan as
Trustee of the Morgan Living Trust and acknowledged the foregoing to be his free act
and deed in said capacity.

Before me,


Notary Public/Attorney at Law
Name: 

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

This certificate is attached to a 5 page document dealing with/entitled Fifteenth Amendment and dated 12-11-24

to Declaration of Condominium
California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

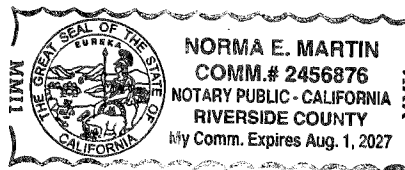
On December 11th 2024 before me,

Norma E. Martin, Notary Public (here insert name and title of the officer),

personally appeared Thomas Morgan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Printed 02-18

CLAIRE L. CELENZA 2009 TRUST
UNDER DECLARATION OF TRUST
DATED SEPTEMBER 22, 2009

By: Claire L. Celenza 11-28-2024
Claire L. Celenza, Trustee

STATE OF MASS
COUNTY OF Suffolk, ss

November 18, 2024

Then personally appeared before me the above named Claire L. Celenza, Trustee of the Claire L. Celenza 2009 Trust and acknowledged the foregoing to be her free act and deed in said capacity.

Before me,

[Signature]
Notary Public/Attorney at Law
Name: SIM Celenza, Esq.
Bar # 9617
My Comm. Expires: 3-27-2029