DECLARATION OF CONDOMINIUM
Thistle Petite Condominiums
Gorham, Maine

ARTICLE I
SUBMISSION

Section 1.1. Submission of Property. **Thistle Petite Condominiums LLC, a Maine Limited Liability Company** ("Declarant"), owner in fee simple of the land described in Exhibit A attached hereto, located within the Town of Gorham. Cumberland County, Maine (the "**Land**"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "**Property**") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("**Condominium Act**" or "**Act**") and hereby creates with respect to the Property a condominium, to be known as "Thistle Petite Condominiums" (the "Condominium"). The Property is also shown on a certain Plat of Condominium entitled "Thistle Petite Condominium," dated _____, 2026 and to be recorded in the Cumberland County Registry of Deeds (the "**Condominium Plat**").

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be "Thistle Petite Condominiums." The address of the Condominium is Thistle Drive, Gorham, Maine. The Declarant shall form a condominium association, which shall be called "Thistle Petite Condominiums Association," and said association shall be duly registered with the State of Maine as a not for profit corporation.

Section 1.3 Description of Condominium Development. The Condominium consists of the Land described in the attached Exhibit A, which for purposes of sharing the access road and infrastructure, as well as calculating density, includes the land and buildings previously known as Mitchell Woods Condominiums that consists of two single family homes (Units 1 and 2) and a commercial garage, along with the condominium buildings consisting of thirty (30) units as identified on the Plats and Plans, as defined herein. Units 1-2 are a single-family residences, Units 3-30 are attached, single-family residences. The commercial garage unit consists of garage and office space, and parking, its limited common area is its front and rear yards to the adjoining property lines, and the northerly sideline of the road to the property line and southerly side to the paving line of the unit's driveway.

ARTICLE 2
DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the

case of conflict between the meanings specified or used in the Act. those meanings specified or used in the Condominium Act shall control.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Assessment" means the Owner's share of the anticipated Common Expenses. allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) “Association" means the Homeowners Association of the Condominium. Which is to be known as the Thistle Petite Condominiums Association. The Association shall also include the units from Mitchell Woods Condominiums for purposes of sharing condominium owner’s association expenses.

(c) "Buildings" (or in the singular, a "Building") means any residential, commercial, service, or recreational structure or other improvement now or hereafter constructed on the Property.

(d) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(e) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(f) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(g) "Condominium" means the Condominium described in Section 1.1 above.

(h) "Condominium Documents" means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(i) "Declarant" means Mitchell Woods LLC, a Maine limited liability company, its successors and assigns.

(j) "Declaration" means this document, as the same may be amended from time to time.

(k) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property from the Condominium.

(l) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(m) "Executive Board" means the Executive Board of the Association. The terms executive Board and Board of Directors shall be interchangeable.

(n) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(o) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(p) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(q) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described either in the Condominium Act as being Limited Common Elements or described herein or in the Condominium Documents as being Limited Common Elements. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(r) "Limited Common Expenses" mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by to Section 1603-115(c) of the Condominium Act.

(s) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium.

(t) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(u) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(v) “Open Space” means that area of the Property shown on the Subdivision Plan as “Open Space 10.55 Acres,” which shall be maintained as provided in Article 5 of this Declaration.

(w) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time.

(x) "Property" means the Property described in Section 1.1 above.

(y) "Plats and Plans" means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Cumberland County Registry of Deeds, and as such may be amended from time to time.

(z) "Record" means to record in the Cumberland County Registry of Deeds.

(aa) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(bb) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(cc) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant(s) has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(cc) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3. Except as otherwise expressly set forth herein, reference to a Unit hereunder shall include all of the Residential Units.

Section 2.3. Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3

UNIT BOUNDARIES

Section 3.1. Units. This Declaration creates thirty-two (32) Units that are residential Units identified as Units 1-32 as shown on the Condominium Plat (the "Residential Units"). The maximum number of Units is thirty-two (32). The condominium buildings contain all thirty-two (32) Condominium Units, as shown on the Plats and Plans. Attached as Exhibit B hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit.

Section 3.2. Unit Boundaries. The boundary lines of each Unit are as shown on the Plat and Plans and are described as follows:

(a) The upper (horizontal) boundary of each Unit shall be the exterior surface of the roof of each Unit extended to the intersection with the vertical (perimeter) boundaries.

(b) The lower (horizontal) boundary of each Unit shall be the earth-side surface of the basement floor or slab of each Unit extended to the intersection with the vertical (perimeter) boundaries.

(c) The vertical (perimeter) boundaries of each Unit shall be the exterior surface of the exterior walls of each Unit extended to the intersections with each other and with the upper and lower boundaries.

(d) Each Unit's identifying number is shown on the Plat and on Exhibit B.

For sake of clarity, it is the intent that each Unit be an attached single-family residence and that the Unit boundaries include/enclose the entirety of the home/building and its fixtures and building components including all elements up to and including the painted or stained surface of the exterior clapboards or siding, the exterior surface of the roof, the underside of the foundation slab, and any utilities or other elements that extend beyond the exterior surface of the lowest floor, exterior walls, shared walls or roof of each Unit..

Section 3.3. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

ARTICLE 4
DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND LIMITED COMMON PROPERTY

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, public and private utility lines

and any easements as set forth in Exhibit A for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

(a) Grounds. The land, lawns, trees, any forested areas, signage, any common paved areas, walkways, or driveways as identified on the Plats and Plans (including, but not limited to Thistle Drive shown on the Plat), any common facilities or storage buildings, and any stormwater control improvements and systems located at the Property (except to the extent any of the same are allocated to one more Units as a limited common element);

(b) Systems & Utilities. Each unit shall be served by a shared well and sanitary septic systems, the designs of which are on file with the Town of Gorham. The Association shall be responsible for the maintenance of these system, along with the pumping of the septic system;

(c) Cluster Mailbox. Cluster mailbox(es), if any, shall be in location(s) adjacent to selected by the Declarant with approval from the Town of Gorham. The individual mailbox assigned to each Unit (by street address) is a Limited Common Element allocated to the Unit to which it is addressed (by street address).

(d) Other. All other parts of the property necessary or convenient to its existence, maintenance, and safety or normally in common use, except as otherwise expressly provided.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Common Elements defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3 hereof.

Section 4.3. Specified Limited Common Elements. Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes, doorsteps, stoops, steps, porches, balconies, patios, decks, any garage areas, flues and all exterior doors and garage doors, and windows or other fixtures designed to serve a single unit but located outside a unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, certain specified Limited Common Elements are allocated to particular Units as designated on the Plats and Plans, which specified Limited Common Elements expressly include without limitation the following:

(a) Unit Driveways. The driveway serving each Unit is a Limited Common Element allocated to the Unit served by such driveway. The Unit served by each driveway is responsible for the maintenance, repair and replacement of such driveway including snow and ice removal as needed at the discretion of the Unit Owner.

(b) Exterior Decks. Decks attached or immediately adjacent to Units are Limited Common Elements allocated to the Unit to which they are attached. The Unit served by each deck is responsible for the maintenance, repair and replacement of such deck.

(c) Exclusive-Use Unit Yard Areas. Units 1-32 each shall have an area at the exterior rear of their Unit that is equal to the width of the Unit and is ten feet deep, measured from the exterior of the finished survey of the first-floor rear wall of the Unit. If the first-floor real wall is not a flat plane, then the yard area shall be measured from the portion of the wall that protrudes out from the remainder of the rear wall. This area (a "Unit Yard Area") is a Limited Common Element allocated to each respective Unit. Subject to any restrictions contained in this Declaration or any Rules or Regulations adopted by the Board, this Unit Yard Area may be used for installation of a garden or other landscaping; a patio (if permitted by the Town of Gorham); a temporary and small child playset or playhouse; a hot tub; a small storage shed that matches the exterior color of the related Unit and not to exceed exterior dimensions of 8 wide x 10 long x 9 feet tall (if permitted by the Town of Gorham); and similar uses common for a residential yard. If a Unit Owner makes use of his or her Unit Yard Area, then the Association and its landscaping contractor shall have no responsibility to maintain any portion of the Unit Yard Area except that portion that is a lawn area readily accessible from the adjacent Common Area lawn. This means that any Unit Owner installing landscaping or a garden in a Unit Yard Area shall be responsible for maintaining it; any fixture, shed or other equipment placed in a Unit Yard Area shall be maintained and insured by the Owner to which that Unit Yard Area is allocated. Fencing may be installed in or around a Unit Yard Area, provided that the fence shall not exceed six feet in height and shall not be a chain- link fence.

Section 4.4. Locations of Common and Limited Common Elements. Except for those Common Elements and Limited Common Elements that cannot be located on the Plat and Plans (such as subsurface elements) or that are not constructed as of the time of recording, the locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans.

Section 4.5. Reserved Common Elements. The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Owners and to establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without

limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 5 MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2. Maintenance of Limited Common Elements allocated to more than one Unit. The maintenance, repair and replacement of Limited Common Elements allocated to or benefitting more than one Unit shall be the responsibility of and at the expense of the Association, except as otherwise noted in the Condominium Documents. As further set forth in Article 6 and the Bylaws, the cost of maintenance, repair and replacement of any Limited Common Element allocated to or benefitting more than one Unit but less than all Units shall be assessed to the Units benefited by such Limited Common Element.

Section 5.3. Maintenance of Units and Limited Common Elements allocated exclusively to one Unit. Each unit Owner shall keep and maintain his, her or its Unit and the Limited Common Elements allocated exclusively to such Unit, including, but not limited to the buildings and other improvements, allocated to such Unit, in good order, condition and repair and in a clean and sanitary condition and shall do all maintenance which may at any time be necessary to maintain the good appearance and condition of his, her or its Unit and the Limited Common Elements allocated exclusively to such Unit. Each unit Owner shall perform his, her or its responsibility in such manner as shall not unreasonably disturb or interfere with any other unit Owners. No unit Owner shall change the exterior color of his, her or its Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the Condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 5.4. Maintenance of Common Elements. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements, the cost of which shall be charged to the unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements. The Common Elements include, but are not limited to, Thistle Drive, all stormwater collection, treatment and management systems installed on the Property, and any common open space depicted on the Subdivision Plan.

Section 5.5. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his, her or its Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. After notice as provided herein, the Association shall also have the right to perform maintenance required of a unit Owner under Section 5.3, but not performed by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. In the event a unit Owner fails to perform any such maintenance, the Association may send such Owner a written notice specifying the required maintenance and set a deadline, not less than 10 days nor more than 60 days from the date of the notice, for completion of such maintenance. If the Owner fails to complete the required maintenance before the deadline established in the written notice, the Association, through its agents or contractors, may conduct such required maintenance after the deadline and bill the cost therefor to the Unit owner benefited by the same.

Section 5.6. Stormwater Maintenance Responsibilities. The Association is responsible for maintaining all stormwater management facilities located on the Property in the manner prescribed by the stormwater management plan prepared by BH2M, dated _____(the "Stormwater Management Plan"). Proper maintenance is specified in § 250-15.A of the Code of the Town of Gorham (the "Code"), as amended, and includes, but is not limited to: (a) the hiring of a qualified post construction stormwater inspector, as defined in § 250-12 of the Code, to at least annually inspect all stormwater management facilities on the Property, including but not limited to parking areas, catch basins, drainage swales, detention basins, ponds, pipes, and related structures; (b) hiring qualified professionals to provide any maintenance required for the continued proper functioning of all such stormwater management facilities, as determined by the qualified post construction stormwater inspector; and (c) on or before May 1 of each year, causing the aforementioned qualified post construction stormwater inspector to submit a completed and signed certification form to the Town, attesting to their inspection of the stormwater maintenance facilities on the Property and, if necessary, the completion of all required maintenance of the same, as outlined in the Stormwater Management Plan. Failure of the Association to comply with these requirements may result in the Town of Gorham initiating enforcement action against the Association, seeking injunctive relief and civil monetary penalties, pursuant to § 250-16 of the Code and 30-A M.R.S. § 4452.

Section 5.7. Road Maintenance Responsibilities. Unless and until a road or roads on the Property are accepted as a town way by the Town of Gorham, the Association shall be exclusively responsible for maintaining said road(s) in a condition that is sufficient to allow the safe passage of vehicles, including emergency services vehicles. In the event the road(s) is/are not sufficiently maintained to support the passage of emergency services vehicles, the Town of Gorham shall

notify the Association, which shall be responsible for causing such repairs or maintenance as are necessary to allow the safe passage of such vehicles.

Section 5.8. Open Space Use; Maintenance Responsibilities. The Property contains approximately 10.55 acres of open space. Such open space may only be used for agricultural cultivation, gardening, forestry, natural resource conservation, wetland preservation, wildlife habitat, undeveloped park land, scenic preservation, or passive outdoor recreation. The Association shall be responsible for ensuring that the Open Space shall be used only for such purposes and that the Open Space is properly and safely maintained in such a state. To the extent the Association fails to do so, the Town of Gorham or its designee shall be empowered to provide the Association reasonable notice of its failure to perform such maintenance and an opportunity to cure such failure. Should such failure not be cured, the Town of Gorham or its designee shall have the authority to enter the Open Space, repair and/or maintain the Open Space as required by this Declaration and by § 300-3.12.D of the Code of the Town of Gorham, and charge the costs of such repair and maintenance to the Association, which shall be passed along the Unit owners as a common expense.

ARTICLE 6
ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit B, and as such shall be determined by the same formula by which the Percentage Interest is determined.

Section 6.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on Exhibit B. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

ARTICLE 7
MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than

sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year but may be renewed upon consent of the Association.

Section 7.2. Maintenance Responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements serving more than one Unit, Thistle Drive, Carol Drive, and Moe's Way, any common open space depicted on the Subdivision Plan. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8
EASEMENTS

Section 8.1. Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, the Association, other Owners, appropriate utility and service companies, cable television companies, stormwater inspection and maintenance professionals and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, inspect, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, drain lines, drainage ditches and pump stations, stormwater collection, treatment and management

facilities, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.l(b), any such easement through a Unit shall be located either in, substantially the same location as such facilities or similar, facilities existed at the time of first conveyance of a Unit in the Unit by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses, and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires, and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his, her or its Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, and Property (including, but not limited to the Limited Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(2) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will, not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and

(3) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) Reserved.

(i) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or

casualties to the Common Elements and Property, the Limited Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his, her or its Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(l) and the following Section 8.l(i)(2) or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(j) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(k) The Open Space and Thistle Road are subject to an easement in favor of the Town of Gorham for the purpose of providing emergency medical services and to repair and maintain the Open Space as may be necessary under the provisions of Section 5.8.

(l) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 8.2. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.3. Additional Easements. Covenants. Restrictions. The Property is also subject to:

(a) an electric utility easement in favor of Central Maine Power Company to be recorded in the Cumberland County Registry of Deeds.

(b) any easements and restrictions as shown on the Plats and Plans or described in Exhibit A;

(c) all of the requirements shown on the Subdivision Plan or included in the Town of Gorham subdivision permit for the Condominium;

ARTICLE 9
RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND COMMON ELEMENTS/PROPERTY

Section 9.1. The following restrictions shall apply to the use of the Condominium:

(a) Residential and Commercial Use. The commercial garage unit may conduct commercial uses as permitted by the Town of Gorham and may sold, leased, or occupied as allowed by the Town of Gorham.

(1) Use of Residential Units. The Residential Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to single-family, residential use. The Residential Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Residential Unit shall permit his, her or its Unit to be used or occupied for any purpose other than as a single-family residence. Notwithstanding any of the foregoing, an Owner may use a Residential Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(2) Commercial Uses Prohibited. Residential Units may not be used for any commercial use, except as permitted Section 9.1(a)(1) above, additionally a unit owner may park their work vehicle at their unit, provided that it fits within their garage or drive without obstructing use by other unit owners in the case of a shared driveway.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied, or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner of a Residential Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his, her or its Unit or any Limited Common Element which is visible from outside his, her or its Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board, which permission shall not be unreasonably conditioned, withheld or delayed.

(f) Pets and Animals.

(l) No animals, except as common household pets kept in accordance with the Rules and Regulations (if any) and the terms of this Declaration, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners shall be limited to keeping no more than two (2) cats or two (2) dogs with a total combined weight of fifty (50) pounds. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(2) Notwithstanding anything herein to the contrary, the following aggressive dog breeds are prohibited: Akita; American Staffordshire Terrier (a.k.a. Pit Bull); Bernese Mountain Dog (a.k.a. Bernese Cattle Dog); Canario (a.k.a. Pressa Canario); Chow Chow (a.k.a. Chow); Doberman Pinscher; German Shepherd; Grate Dane; Huskies (including American, Eskimo, and Greenland Huskies but not including Siberian Huskies); Karelian Bear Dog (a.k.a. Laika); Malamute (a.k.a. Alaskan Malamute); Rhodesian Ridgeback; Rottweiler; Saint Bernard; and Staffordshire Bull Terrier (a.k.a. Pit Bull); provided however, that service dogs are exempt from the foregoing prohibition regardless of breed. The Association may further regulate or exclude from the Condominium additional specific breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium.

(3) Pets may not be housed, tied, or fenced outside of a Unit in the Common Area or any Limited Common Area without the owner of the pet being present with the pet. For example, this means that dogs may not be tied to a run or line outside of a Unit without the dog owner being physically present with the dog; may not be kept or maintained in a fenced area (whether

with a physical fence or an "invisible" fence); and may not be tied, kept or enclosed in a porch or deck without the dog owner being physically present with the dog; provided that pets may be left unattended for very brief periods of time if the pet owner is nearby, the pet is leashed, fenced or otherwise under control, and the pet does not bark loudly or repeatedly or cause other noises that unreasonably interfere with the quiet enjoyment of the Units by other Owners. The Board may require that noisy or loud pets be kept inside a Unit at all times except when leashed or otherwise under the direct control and supervision of the pet owner and may impose fines or other penalties for violations of these requirements.

(g) Rules and Regulations. The Executive Board may promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units and Limited Common Elements Allocated Exclusively to One Unit. Except as otherwise provided herein, additions, alterations, remodeling or renovation of Unit exteriors and free-standing or attached Limited Common Element structures allocated to one Unit, such as decks, shall not be permitted or conducted unless such addition, alteration, remodeling, or renovation has been approved in advance by the Executive Board of the Association, such approval not to be unreasonably withheld, conditioned or delayed. Such approval may be conditioned on receiving detailed plans of the proposed work and requiring that such work conform to the existing design style and quality of the Unit at issue. In the event of any exterior renovations that change the exterior dimensions and/or footprint of the Unit (such as adding a room or a dormer), the Unit owner making such changes shall be responsible for recording an amended plan of the Unit to depict the new Unit boundaries.

Except as provided herein, Executive Board approval shall not be required for alterations, remodeling or renovations to the interior of the Units.

(i) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his, her or its Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his, her or its Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

(j) Use of Common Open Space. The common open space that is part of the Land at the Condominium (excluding, for sake of clarity, that portion of the Land that is occupied by the footprint of a Unit or is a Limited Common Element allocated to one or more Units), including the grassy or landscaped areas around each Unit (other than any Unit Yard Area), is a Common

Element. No portion of the common open space at the Condominium may be used exclusively by, improved, or maintained by any Unit Owner without the prior written consent of the Executive Board, which consent may contain such reasonable conditions as the Board may determine are appropriate for the proposed use and may include a reasonable fee for usage. This means that Unit Owners may not use the common open space or the landscaped areas around their units (other than any Unit Yard Area) for storage of equipment, vehicles, extra parking, the installation of sheds, gardens, chicken coops, laundry lines or similar items without the prior written consent of the Executive Board.

Section 9.2. Sale and Lease of Units.

(a) The Declarant(s) shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant(s) may establish and maintain in the Units and Common Elements, all offices, signs, and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant(s). Such operation shall be for the benefit of the Declarant(s) and neither the Association nor any Owner (other than the Declarant(s)) shall have any right or interest in the profits or losses thereof.

(b) No residential Unit may be leased or rented for transient purposes, such as through Airbnb or VRBO, and no residential Unit may be leased for an initial lease term of less than three (3) months unless the Executive Board approves a shorter rental period in its discretion, if it determines that it is necessary to avoid undue hardship unique to that owner and which could not otherwise be remedied, all subject to periodic review by the Board. No portion of any Unit (other than the entire Unit) shall be leased for any period. The Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Residential Unit owned by a party other than the Declarant(s), and thereafter no Residential Unit Owner other than the Declarant(s) shall execute a lease of his Residential Unit that is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration. Unit Owners shall be responsible for assuring their tenants comply with the terms of this Declaration and any Rules or Regulations adopted by the Executive Board. The Executive Board may impose fines on any Unit owner who fails to do so.

(c) This Section 9.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Section 9.3. Time Share Ownership Prohibited. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not

members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

ARTICLE 10
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Amend this Declaration upon the final approval of the condominium development by the Town of Gorham in order for this Declaration to conform to the terms of said final approval.

(b) Until the construction, marketing and sale of all Units is completed, to 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 services so used;

(c) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(d) Intentionally omitted;

(e) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located; and

(f) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.1.

Section 10.2. Exercise of Rights. The exercise of the Development Rights and Special Declarant(s') Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plats and Plans or record an affidavit that the Plats and Plans previously recorded conform to the requirements of the Act.

Section 10.3. Amendment. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

ARTICLE 11
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 12
EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The initial Executive Board shall consist of three (3) members. One (1) member of the Executive Board shall be: (i) the Declarant, or (ii) an officer, member, shareholder or partner of the Declarant, as applicable, or (iii) an agent or representative of the Declarant that is a

corporate entity or partnership, provided that such agent or representative is duly authorized in writing by such Owner. The Declarant may waive this right and allow a Residential Unit Owner to fill the Declarant's position on the Executive Board. The other Executive Board members shall be Owners of a Residential Unit. The members of the initial Executive Board shall be appointed, removed, and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.l.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant (the "**Period of Declarant Control**"), all members of the Executive Board appointed by the Declarant shall resign and as soon as possible thereafter the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall possess all of the duties; and powers granted to the Executive Board by the Act.

Section 12.2. Disputes.

(a) Regarding Owners, Condominium and Condominium Documents.

(1) Subject to Section 12.2(b), any dispute or disagreement between any Owners relating to the Property shall be first submitted to mediation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The cost of such mediation shall be born equally by the parties.

(2) Subject to Section 12.2(b), the Executive Board shall decide any questions of interpretation or application of the provisions of the Condominium Documents. Any claim or dispute an Owner may have in regard to such decision shall be submitted to mediation prior to the commencement of any suit or litigation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The costs of such mediation shall be paid pursuant to agreement of the parties. In the event the parties do not resolve the dispute at mediation, the dispute shall be submitted to binding arbitration to take place in Portland, Maine, or other location agreed upon by the parties, and shall be conducted by a single arbitrator selected by agreement of the parties. In the event the parties cannot agree on an arbitrator, each party shall select one arbitrator, and those arbitrators

shall jointly select a single arbitrator to conduct the arbitration. The arbitrator's expense shall be paid by the non-prevailing party. The arbitrator shall order the non-prevailing party to pay the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party in connection with or arising from the arbitration. The decision of the arbitrator is intended to be final and binding and may be enforced in any court of competent jurisdiction.

(3) The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant(s). All claims, disputes and other matters in question between the Declarant(s), on the one hand, and the Association or any unit owner or owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration(s), the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant(s), except for claims which have been waived by the acceptance of a deed, shall first be submitted to mediation. Such mediation shall take place in Portland, Maine or other location agreed upon by the parties, and shall be conducted by a single mediator selected by agreement of the parties. In the event the parties cannot agree on a mediator, each party shall select one mediator and those mediators shall jointly select a single mediator to conduct the mediation. The costs of such mediation shall be paid equally by the parties. In the event the parties do not resolve the dispute at mediation, the dispute shall be submitted to binding arbitration to take place in Portland, Maine, or other location agreed upon by the parties, and shall be conducted by a single arbitrator selected by agreement of the parties. In the event the parties cannot agree on an arbitrator, each party shall select one arbitrator, and those arbitrators shall jointly select a single arbitrator to conduct the arbitration. The cost of such arbitration shall be paid equally by the parties and each party shall bear its own costs. The decision of the arbitrator is intended to be final and binding and may be enforced in any court of competent jurisdiction. Prior to commencing arbitration, the complaining party shall file a notice of demand for arbitration in writing with the other parties. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

Section 12.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in

equity, the continuance of any such breach. The Board may impose penalties for violations or breaches that continue after a written demand to cure or end such violations.

ARTICLE 13
LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in

connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 13.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 13.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 14
ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments, budget deficits; such expenses as are necessary for the Association's share of any common expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such

additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements, Limited Common Elements and Limited Common Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with the Bylaws and as circumstances may reasonably require, shall assess Limited Common Expenses as follows: (i) If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited; and (ii) Ifa Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and Exhibit B.

Section 14.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in Exhibit B hereto. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Units owned by the Declarant, the Declarant in its discretion may elect: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as a part of the Common Expenses or Limited Common Expenses for such year; or (b) to offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 14.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 14.6. Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his, her or its Unit or otherwise.

Section 14.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such. The Association may charge up to eighteen percent (18%) interest, or the maximum rate allowed by law, on any Assessment that is more than two months past due.

Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance, or other transfer, however.

Section 14.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded

before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 14.10. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

Section 14.11. Initial Reserve Deposit. Upon the purchase and sale of a unit, the purchaser shall be required to pay the sum of $1,200.00 to be placed in the Association's reserve account.

ARTICLE 15
RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

(1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

(2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

(3) The merger or consolidation of the Condominium with another condominium;

(4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-l 13(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

Section 15.3. Liability for Use and Charges. Any first Mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the Mortgagee except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency. If the Association's lien priority includes costs of collecting unpaid dues, the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.

Section 15.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 15.5. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 16
INSURANCE

Section 16.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and Limited Common Elements and Property serving more than one Unit, and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and any Limited Common Elements allocated exclusively to one Unit and excluding all personal property of the Unit Owners. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the insured property, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed five percent (5%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "Thistle Petite Condominiums Association", for the use and benefit of the individual owners, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors, and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles,

liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least $1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the project's improvements are within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements and property, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by an Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed $25,000.00. Funds to cover this amount shall be included in the Association reserve fund.

Section 16.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.l(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) Each Owner may obtain additional insurance at his own expense; provided, however, that: (I) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which

the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (I) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 16.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

Section 16.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-l 13(e) and (h) of the Condominium Act.

Section 16.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 17
ASSIGNABILITY OF DECLARANT(S') RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act, except with regard to the maintenance and management of the stormwater management facilities and Open Space, which may only be assigned upon written approval of the Town of Gorham.

ARTICLE 18
AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, or amendments which may require the consent of the Declarant, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, would be considered as material:

(a) reallocation of interests in the Common or Limited Common Elements, or rights to their use;

(b) boundaries of any Unit;

(c) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents; or

(d) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 19
TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the

Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act. Notwithstanding the foregoing, the Condominium shall not be legally terminated unless and until a successor homeowners' association has been created which, among other things: (i) shall be responsible for the maintenance of all stormwater management facilities located on the Property and the maintenance of and enforcement of restrictions of use of the Open Space, (ii) shall be responsible for the proper maintenance of Thistle Drive and any other roads and rights-of-way now or hereafter existing on the Property unless and until the same are accepted as town ways by the Town of Gorham, (iii) shall be empowered to assess the owners of lots and/or units within the resulting subdivision in order to cover the costs of such maintenance responsibilities, and (iv) shall be empowered to place a lien on the interests of such lot or unit owners in the event that they should fail to pay such assessments in a timely manner. A notice of termination of the condominium shall not be recorded in the Cumberland and County Registry Deeds until a declaration creating such a homeowners' association, or a declaration of rights and responsibilities for the Property has been approved by in writing by the Town Attorney.

ARTICLE 20
ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21
GENERAL PROVISIONS

Section 21.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not

affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 21.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 21.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 21.5. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 21.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 21.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 21.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said Christinia A. Mitchell, as Manager of Thistle Petite Condominiums LLC, has signed this instrument on this _____ day of June, 2026.

Thistle Petite Condominiums LLC

By:_____
Christinia A. Mitchell, Manager

STATE OF MAINE
COUNTY OF CUMBERLAND June ____, 2026

Personally appeared the above-named Christinia A. Mitchell in her capacity as Manager of Thistle Petite Condominiums LLC and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said Company.

Before me,

_____
Notary Public/Attorney-at-Law

EXHIBIT A

Land Submitted to Condominium Act
THISTLE PETITE CONDOMINIUMS
Gorham, Maine

A certain lot or parcel of land located on the southerly sideline of County Road, so-called, in the Town of Gorham, County of Cumberland and State of Maine and shown on the plan titled "Lot Division Plan, Land of CA Wood 2017 Trust, 34 County Road, Gorham, Maine", for Christine Mitchell, dated March 2021 as revised through 10/2/24 by BH2M, Inc. to be recorded; said parcel being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) on the southerly sideline of said County Road at the northeasterly corner of an Outsale Lot as shown on aforesaid plan;

thence N 85°-07'-43" E along the southerly sideline of said County Road a distance of 40.00 feet to a capped iron rod to be set (PLS #2190) and land now or formerly of Todd Cole;

thence S 05°-19'-44" E along the land of said Cole and along a Back Lot a distance of 278.16 feet to a capped iron rod to be set (PLS #2190);

thence N 87°-00'-00" E along said Back Lot a distance of 104.89 feet to a capped iron rod to be set (PLS #2190) and land now or formerly of Maria S. Merritt & John D. Kile;

thence S 01°-55'-55" W along the land of said Merritt & Kile a distance of 754.27 feet to a capped iron rod set (PLS #2190);

thence S 49°-28'-37: W along the land of said Merritt & Kile a distance of 621.22 feet to a capped iron rod set (PLS #2190) and land now or formerly of Royce O'Donal;

thence N 55°-30'-13" W along the land of said O'Donal a distance of 599.05 feet to a capped iron rod set (PLS #2190) and land now or formerly of Gregory Thompson;

thence N 34°-24'-40" E along the land of said Thompson and along land now or formerly of Jane Plummer a distance of 418 .48 feet to a capped iron rod set (PLS #2190) and land of now or formerly of Paul & Paulette Brim;

thence S 64°-36'-31" E along the land of said Brim a distance of 396.19 feet to a 1" iron pipe found;

thence N 05°-23 '-19" W along the land of said Brim a distance of 700.63 feet to a capped iron rod set (PLS #2190) and land now or formerly of Daniel & Beverly McGillicudy;

thence N 84°-55'-04" E along the land of said McGillicudy, along land now or formerly of Ping Ding & Jia Jun and along said Outsale Lot a distance of 310.87 feet to a capped iron rod to be set (PLS #2190);

thence N 05°-19'-44" W along said Outsale Lot a distance of 186.65 feet to the point of beginning.

The above described parcel contains 647,633 s.f. (14.87 acres). All bearings refer to grid north. Together with a certain 25-foot wide access easement across the land of Marla S. Merritt & John D. Kile for ingress and egress and the installation of utilities located on the southerly sideline of said County Road and being more particularly described as follows:

Beginning at a point on the easterly sideline of the above described parcel and on the westerly sideline of land of said Merritt & Kile as shown on aforesaid plan; said point of beginning being S 01°-55' -55" W a distance of 106.90 feet form a 5/8" iron rod found at the northeasterly corner of the above described parcel at the northwesterly corner of land of said Merritt & Kile and the southeasterly corner of land of Todd Cole;

thence N 79°-19'-37" E across the land of said Merritt and Kile a distance of 166.05 feet to a point;

thence N 53°-18 '-02" E across the land of said Merritt and Kile a distance of 41.29 feet to a point;

thence N 29°-15'-08" E across the land of said Merritt and Kile a distance of 82.69 feet to a point at the southeasterly corner of land now or formerly of Kevin and Bonnie Crowe;

thence N 04°-54'-50" W along the land of said Crowe a distance of 180.20 feet to a point on the southerly sideline of said County Road;

thence N 85°-07'-43" E along the southerly sideline of said County Road a distance of 26.29 feet to a point at the northwesterly corner of land now or formerly of James McDonald, Jr., Michael, Julie, Kevin, and Stephen McDonald;

thence S 04°-54'-50" E along the land of said McDonald a distance of 179.24 feet to a point;

thence S 04°-50'-47" E along the land of said McDonald a distance of 6.73 feet to a point;

thence S 29°-15'-08" W across the land of said Merritt and Kile a distance of 97.98 feet to a point;

thence S 53°-18'-02" W across the land of said Merritt and Kile a distance of 52.39 feet to a point;

thence S 79°-19'-37" W across the land of said Merritt and Kile a distance of 177.42 feet to a point on the easterly sideline of said CA Wood 2017 Trust;

thence N 01°-55'-55" E along the land of said CA Wood 2017 Trust a distance of 25.62 feet to the point of beginning.

The above described access easement encompasses 12,537 s.f. All bearings refer to grid north.

The above described parcel is subject to and conveyed together with a certain 40-foot wide access easement in common with others located on the southerly sideline of said County Road and being more particularly described as follows:

Beginning at a capped iron rod to be set (PLS #2190) on the southerly sideline of said County Road at the northeasterly corner of said Outsale Lot as shown on aforesaid plan;

thence N 85°-07'-43" E along the southerly sideline of said County Road a distance of 40 .00 feet to a capped iron rod to be set (PLS #2190) and land now or formerly of Todd Cole;

thence S 05°-19'-44" E along the land of said Cole and along a Back Lot a distance of 278.16 feet to a capped iron rod to be set (PLS #2190) and the above described parcel;

thence S 87°-00'-00" W across the above described parcel a distance of 40.03 feet to a point;

thence N 05°-19'-44 " W across the above described parcel and along the said Outsale Lot a distance of 276.71 feet to the point of beginning.

The above described 40-foot access easement encompasses 11,100 s.f.

This property is conveyed subject to the following restriction, which shall be a covenant running with the land:

There shall be no water extraction for human consumption within 100 feet of the edge of the septic field located on the property shown as Back Lot on the plan titled "Lot Division Plan, Land of CA Wood 2017 Trust, 34 County Road, Gorham, Maine", for Christina Mitchell, dated March 2021 as revised through 10/2/24, by BH2M, Inc. to be recorded.

Being a portion only of the premises conveyed to Carol A. Wood, as Trustee of the CA Wood 2017 Trust by Quitclaim Deed of Carol A. Wood dated April 3, 2019 and recorded at Cumberland County Registry of Deeds in Book 35562, Page 95.

EXHIBIT B

DECLARATION OF CONDOMINIUM THISTLE PETITE CONDOMINIUM

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE LIABILITY

UNIT #	Unit Percentage Interest	Vote
1	3.125%	1
2	3.125%	1
3	3.125%	1
4	3.125%	1
5	3.125%	1
6	3.125%	1
7	3.125%	1
8	3.125%	1
9	3.125%	1
10	3.125%	1
11	3.125%	1
12	3.125%	1
13	3.125%	1
14	3.125%	1
15	3.125%	1
16	3.125%	1

17	3.125%	1
18	3.125%	1
19	3.125%	1
20	3.125%	1
21	3.125%	1
22	3.125%	1
23	3.125%	1
24	3.125%	1
25	3.125%	1
26	3.125%	1
27	3.125%	1
28	3.125%	1
29	3.125%	1
30	3.125%	1
31	3.125%	1
32	3.125%	1

A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units and rounding to the nearest 1,000ths of a percent.