SUMMIT TERRACE CONDOMINIUMS
DECLARATION OF CONDOMINIUM

ARTICLE 1
SUBMISSION, DEFINED TERMS, NOTICE, USE

Section 1.1 Submission of Property. Declarant, **HW LAND COMPANY, LLC**, a Maine limited liability company, with a mailing address of P.O. Box 8433, Portland, Maine 04104 (hereinafter called "Declarant"), owner, in fee simple, of the land described in Exhibit A attached hereto, located in the City of South Portland, County of Cumberland, and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights, and appurtenances thereunto belonging (collectively "Property"), and subject to the matters referred to in Exhibit A and the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, known as the Maine Condominium Act, as amended from time to time, (hereinafter called "Condominium Act" or "Act") and hereby creates with respect to the Property a condominium to be known as Summit Terrace Condominiums (hereinafter called "Condominium"). The Property is shown on the Plat entitled "_____" prepared by _____, dated _____ ___, 20__, which Plat is recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____, on the Floor Plans entitled "_____" prepared by _____ dated _____ ___, 20__ and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Pages ____, and on amended Floor Plans entitled "_____" prepared by _____ dated _____ ___, 20__ and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Pages _____, said Plat and Plans, as amended from time to time, being herein referred to respectively as "Plats" and "Plans".

Section 1.2 Address of Condominium. The address of the Condominium is 115 Summit Terrace Road, South Portland, Maine. The name of the Owners' Association is the Summit Terrace Condominium Unit Owners Association.

Section 1.3 Notices to Unit Owners and Others. All notices hereunder to the Association shall be sent registered or certified mail to the Board of Directors, care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of units. All notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been designated by the respective Unit Owners from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by such mortgagees from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 1.4 Interpretation. In the event of any conflict or discrepancy between the Plats and Plans and this Declaration, this Declaration shall govern.

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 meaning specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

Section 2.2 Terms Specifically Defined in the Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, the 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 Board of Directors for such year.

(b) "*Association*" means the Unit Owners Association of the Condominium, which is known as SUMMIT TERRACE CONDOMINIUM UNIT OWNERS ASSOCIATION.

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

(d) "*Building or Buildings*" means any structure or other improvement now or hereafter constructed on the Property.

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

(f) "*Common Element or Common Elements*" 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.

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

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

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

(j) "*Declarant*" means **HW LAND COMPANY, LLC**, a Maine limited liability company, its successors and assigns.

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

(l) "*Development Rights*" means those rights defined in §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.

(m) "*Eligible Mortgage Holder*" means the holder of a recorded first mortgage on the 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 the delivery in hand securing a receipt therefore, 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 Article 13 if sent at the time notice thereof is given to the Unit Owner.

(n) "*Insurance Trust Agreement*" means that certain agreement, if any, between the Association the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Article 14 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) "*Limited Common Elements or 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.

(q) "*Limited Common Expenses*" means (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 liability as between themselves, as the Board of Directors may periodically defined and (b) the Common Expenses for services benefitting fewer than all of the Units, which are assessed exclusively against the Units benefited in accordance with the use of such service as permitted by §1603-115(c) of the Condominium Act.

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

(s) "*Mortgage*" means the holder of any recorded mortgage encumbering one or more of the Units.

(t) "*Owner*" means the recorded 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.

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

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

(w) "*Plats and Plans*" means the Plats 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.

(x) "*Provisions of the Condominium Act"* means 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 Condominium Act, are contained in one or more of the Condominium Documents.

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

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

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

(bb) "*Special Declarant Rights*" means those rights as defined in §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 has reserved to itself to complete improvements, to maintain sales offices, to use easements 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, the boundaries of which are described in Article 3.

ARTICLE 3
RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

Section 3.1. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Residential Use. The Units and associated limited common elements are restricted to usual and customary residential type use. The Units may not be used for any other purposes by the Owner or any future Owner.

(b) 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, which creates or results in a hazard or nuisance on the Property, or which creates any unreasonable, noise, smell, or odor, including, but not limited to tobacco smoke, nor shall any use or practice be allowed which is a source of annoyance to guests of any other unit owner or which interferes with the peaceful possession or proper use of the Property. No smoking is permitted.

(c) Unlawful use prohibited. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Alterations. No Unit Owner shall make any structural addition, alteration, or improvement in or to any building nor shall any unit owner paint or otherwise decorate or change the appearance of any portion of the exterior of any building. No portion of the interior of a Unit that is visible from outside the Unit shall be substantially altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved by the Board of Directors, and in compliance with all state and local ordinances and laws.

(e) Obstruction of Common Elements. A Unit Owner shall not place or cause to be placed in the Common Elements, other than any areas designated as storage areas, any furniture, packages, or objects of any kind. The Common Elements shall be used for no purpose, other than for normal transit through them, without the prior written consent of the Board of Directors, which consent may be revoked without cause.

(f) Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements and facilities may be promulgated and amended by the Board of Directors with the approval of a majority in interest of the Unit Owners. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

(g) Severance of Interest. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to such owner's unit without including therein all interest by the Declaration made appurtenant to the unit, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of

any such appurtenant interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interest are appurtenant, or as part of a sale, of appurtenant interest of all the units.

(h) Common Expense Payment. No Unit Owner shall convey any Unit unless and until such Unit Owner shall have paid in full to the Board of Directors all unpaid common charges assessed by the Board of Directors against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages and mortgages made by Declarant.

(i) 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.

(j) Signs. No Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board unless the sign complies with the provisions of 33 M.R.S.A. §1603-106.

(k) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be permitted on the property. 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 and Regulations for the control and regulation of pets in the Condominium so as to not interfere with the activities of other Units and the quiet enjoyment of the Unit Owners. The Conservation Easement referenced in Section 9.11(g) herein restricts pets from entering the conservation area.

Section 3.2 Lease of Units. Units may be rented as short-term or long-term rentals. The Board may establish minimum rental period and offer restrictions in the Rules and Regulations existing from time to time. The Board may establish a minimum rental period provided it does not conflict with minimum rental periods allowed by state and local laws, and offer restrictions in the Rules and Regulations existing from time to time. All such rentals shall be in writing in a standard form agreement approved by the Executive Board. All such leases shall require the tenant to abide by the Declaration and all Rules and Regulations established by the Executive Board. Notwithstanding the terms of the rental agreement, the Unit owner shall be responsible for payment of all fees and assessments and for compliance with all provision of this Declaration and the Rules and Regulations. All rentals shall be in accordance with state and local laws, rules and regulations.

Section 3.3 Time Share Ownership Prohibited. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to affect 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 4
UNIT BOUNDARIES

Section 4.1 Location and Dimensions of Improvements. The location and dimensions of all present and future improvements are depicted on the Plats and Plans.

Section 4.2 Units; Votes; Interests in Common Elements: Shares of Common Element Expenses. The Declarant hereby reserves the right to create a total of twenty (20) Units on the Land which Units are created hereby. Each Unit to be created by this Declaration shall be located as shown on the Plans. Exhibit B attached hereby lists for each Unit, its identifying number, percentage ownership of the Common Elements and percentage assessment of the Common Element expenses as if all units had been created. Each Unit shall be allocated one (1) vote, regardless of the number of owners of such Unit.

Section 4.3 Unit Boundaries. The Boundaries of each Unit are as follows:

(a) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the plane of the lower joist line of the ceiling of each level of the Unit; (ii) Lower Boundary: the horizontal plane of the top surface of the undecorated floor of each level.

(b) The vertical (perimeter) boundaries of each Unit shall be the interior stud line surface of the walls bounding the Unit and adjacent to either an adjoining Unit or the exterior walls of the Building extended to the intersections with each other and with the upper and lower boundaries.

(c) Each Unit's identifying number is shown on the Plats and Plans and is listed on Exhibit B.

Section 4.4 Relocation of Unit Boundaries and Subdivision of Units. Relocation of Unit Boundaries is permitted subject to compliance with the provisions therefor in §1602112 of the Condominium Act. Subdivision of Units is not permitted.

ARTICLE 5
COMMON ELEMENTS

Section 5.1 Common Areas. The Common Elements shall consist of all of the Property except the individual Units within the Unit Boundaries, and generally shall include the land (other than the Units), common storage areas, common portion of the water system and pipes serving more than one Unit, sewer lines, electrical wiring and conduits, public and private utility lines,

easements as set forth in Exhibit A, if any, for access and utilities, and in addition, all other parts of the property necessary and convenient to its existence, maintenance and safety, and 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. As provided in §1602102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, and the Bylaws and Rules and Regulations of the Association, as hereinafter described. The locations of the Common Elements to which each Unit has direct access are shown on the Plat. Without limitation, the Common Elements shall specifically include:

(a) Grounds. The land, roadways, parking areas, lawns, trees, any forested areas, Unit driveways, Unit walkways, signage, and any Limited Common Elements or storage buildings;

(b) Systems & Utilities. Sewer pump station within each Unit, sanitary sewer to each Unit, electric distribution to each Unit meter, water distribution to each Unit master valve, storm and groundwater drainage system, water lines servicing more than one Unit (in foundation slab, basement, and exterior walls), sewer lines up to Unit outlet (in foundation slab, basement, and exterior walls), electrical wiring from meter and serving more than one Unit, satellite television dish and wiring serving more than one Unit, laundry piping and valves, life safety equipment (excluding smoke detectors);

(c) Interior Structure & Fixtures. Sheetrock (drywall) (interior of exterior walls), interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

(d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including Unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor, and insulation), foundation walls, all floor slabs, exterior foundation drains, interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings, garage slab floors and attic floors, sun rooms (roofing, walls, foundation), dormers (roofing and walls, but excluding new dormer construction), doors and garage doors.

(e) 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 5.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer

than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

(i) For each Unit, an exterior parking space, if any, as shown and assigned on the Plat;

(ii) Water, sewer, septic, or other utility lines, wells, septic tanks, leach fields, water heaters, electrical circuit breaker boxes, wire conduits, bearing walls and other fixtures designed to serve a single Unit but not located within a defined part of the Unit are Limited Commons elements allocated exclusively to that Unit;

(iii) The exterior deck, balcony or patio areas, walks, and the porch areas if any, shown and assigned on the Plats;

(iv) Any door steps, stoops, thresholds, doors and windows and their frames and sills, window boxes and other fixtures designed to serve a single Unit but located outside its boundary, and the chimney, and flue, if any, servicing a Unit;

(v) The air space above a Unit and the land and concrete slab and foundation below a Unit;

(vi) The portions of the Property shown on the Plats or Plans as Limited Common Elements or as described as Limited Common Elements pursuant to §1602-102(2) and (4) of the Condominium Act;

Section 5.3 Common Elements to Remain Undivided. The common element interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the common element interest, whether or not expressly referred to in the instrument effecting such transfer. The Common Elements shall remain undivided and no action for the partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

Section 5.4 Completion and Alteration of Common Elements by the Declarant. Until completion of all of the Units and expiration of the Special Declarant Rights, the Declarant reserves the right to complete and reasonably alter the Common Elements, including without limitation any equipment, fixtures, and appurtenances, when in the Declarant's sole judgment, it is necessary or desirable to do so.

ARTICLE 6
MAINTENANCE AND RESPONSIBILITIES\

Section 6.1 Maintenance and 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 §1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 6.2 Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a common expense except as otherwise provided in this Section with regard to Limited Common Elements. Such expense will include, at a minimum, the cost of lighting (not including exterior unit lighting) lights, yard work, trash removal and snow plowing. Any repair or other expenses to the Common Area resulting from the negligence, misuse or neglect of a Unit Owner shall be paid by and chargeable to such Unit Owner. The maintenance, repair and replacement of Common Elements located within a Unit, for which the Unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the common expenses.

Section 6.3 Maintenance of Unit. Each Unit Owner shall keep and maintain their Unit, including the building, equipment, appliances and appurtenances thereto, in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and other finishing which may at any time be necessary to maintain the good appearance and condition of their Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from their Unit onto the Common Area or onto any other Unit any dirt, debris or other substance. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform their responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No Unit Owner shall change the exterior color of their Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All approved exterior work 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 6.4 Liability of Owner. Each Unit Owner shall be liable for and the Association shall have a lien against such Unit Owner's 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 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. The Association shall also have the right to perform maintenance required of a Unit Owner under this Article 5, 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. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

ARTICLE 7

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 7.1 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 7.2 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 7.3 Allocation of Owner's Voting Rights. Each Owner of a Unit shall be entitled to vote in accordance with the percentage 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, and as further provided in the Bylaws.

ARTICLE 8
MANAGEMENT

Section 8.1 Managing Agent. Subject to Section 8.3 below, the Association shall have the right to employ a professional 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 five (5) 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 8 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Section 8.2 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. The cost of the provision of such services shall be a Common Expense.

Section 8.3 Declarant Right of First Refusal as Managing Agent. The Declarant shall have a right of first refusal to be engaged as the Managing Agent in connection with any such agreement entered into by the Association, to be exercised as follows: (i) upon receipt by the Association of any bona fide offer by a third party Managing Agent to provide such services, the Association shall promptly provide written notice thereof (including all the material terms and conditions of such offer) to the Declarant; (ii) the Declarant shall have 21 days after receiving notification of such offer to accept the terms of such offer and to provide the Association with

written notice of such acceptance, and thereafter the Association and the Declarant shall enter into a written agreement upon the terms and conditions as set forth in said notification; (iii) if the Declarant fails to accept the offer within said 21 day period, the Association may, for a period of 90 additional days thereafter, engage any third party Managing Agent upon the same terms and conditions contained in said notification.

ARTICLE 9
EASEMENTS

In addition to the easements created by §1602114 of the Condominium Act, the following easements are hereby granted and/or reserved as applicable:

Section 9. 1 Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public or private utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public or private utility lines and other Common Elements serving such other Units and located in such Unit. The Association and its Board of Directors shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

Section 9.2 Ingress, Egress and Regress. Each Unit Owner shall have an easement in common with all other Unit Owners, subject to any Rules and Regulations established by the Board of Directors, to use the entrances, exits, and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining road. The Board of Directors shall not and cannot establish any Rules and Regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements.

Section 9.3 Condominium Association and Board of Director Access. Declarant reserves in favor of itself, the Association and its Board of Directors, officers, agents and employees, and the managing agent and every other person authorized by the Board of Directors, the irrevocable right and easement to have access to each Unit as provided in §1603-107(a) of the Condominium Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, Rules or Regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

Section 9.4 Declarant's Easement for Marketing. The Declarant reserves the right, with respect to its marketing of Units, to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. 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.

Section 9.5 Declarant's Easements for Construction. The Declarant reserves the special declarant right and easement, right and privilege without hindrance with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to §1602116 of the Condominium Act for the purpose of discharging Declarant's obligations and exercising the development rights and other special declarant rights reserved pursuant to this Declaration or on the Plat. In case of emergency, any such entry shall be immediate.

Section 9.6 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

Section 9.7 Encroachments. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of the building in which they are located or otherwise than as a result of the purposeful or negligent act or omission of the owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenance to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any building shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of, or in the

nature of, eminent domain or by a deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the building as so rebuilt shall stand.

Section 9.8 Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements.

Section 9.9 Declarant's Right to Grant Easements. The Declarant shall have the right to grant and reserve easements and rightsofway through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies 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 in this paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

Section 9.10 Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a common element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of

any part of the Common Elements, adversely affect either the thermal or acoustical character of any building or impair or structurally weaken any building.

Section 9.11 Record Easement. The Condominium is also subject to the following easements recorded in the Cumberland County Registry of Deeds:

(a) General notes and other matters as set forth on plan entitled, " Subdivision Plan 1 of Summit Terrace for HW Land Company, LLC", dated February 19, 2021 and recorded in Plan Book 222, Page 179.

(b) General notes and other matters as set forth on plan entitled, " Subdivision Plan 2 of Summit Terrace for HW Land Company, LLC", dated February 19, 2021 and recorded in Plan Book 222, Page 180.

(c) Terms and conditions as set forth within a Certificate of Taking of Public Drainage Easements by Eminent Domain by the City of South Portland v. Quirino M. Lucarelli, Jr.; Philric; Arlen Davis; and Richard N. and Mary J. Small, dated January 30, 1986 and recorded in Book 7063, Page 53; as affected by general notes and other matters as set forth on plan entitled, "City of South Portland, South Portland, Maine, Brooklyn Heights Storm Drainage Separation", recorded on July 6, 1986 in Plan Book 152, Page 55, as affected by release of easement granted by the City of South Portland to HW Land Company, LLC dated July 22, 2022 and recorded on July 22, 2022 in the Cumberland County Registry of Deeds in Book 39594, Page 172.

(d) Rights and easements granted to Portland Water District by instrument dated July 19, 2019 and recorded in said Registry of Deeds in Book 6514, Page 112.

(e) Rights and easements granted to Portland Water District by instrument dated May 4, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4219, Page 350.

(f) Rights and easements as contained in the deed to Summit Terrace Maine Associates, LP, dated May 13, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30638, Page 178.

(g) Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated March 24, 1978 and recorded in said Registry of Deeds in Book 4239, Page 346.

(h) Grading and Storm Water Management System Easement and Maintenance Agreement granted by the City of South Portland to HW Land Company, LLC dated July 22, 2022 and recorded on July 22, 2022 in the Cumberland County Registry of Deeds in Book 39594, Page 157.

(i) Easement Deed from HW Land Company, LLC to the City of South Portland dated July 22, 2022 and recorded on July 22, 2022 in the Cumberland County Registry of Deeds on

Book 39594, Page 174.

(j) Deed for Pedestrian Access granted by HW Land Company, LLC to Nichols Charov and Xanthe E. Charov dated July 22, 2022 and recorded on July 22, 2022 in the Cumberland County Registry of Deeds in Book 39594, Page 179.

(k) Storm Water Maintenance Agreement dated _____ and record in the Cumberland County registry of Deeds in Book _____, Page ____.

ARTICLE 10
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Declarant reserves to itself all Development Rights and Special Declarant Rights including without limitation the rights as follows for ten (10) years from the date of recording of this Declaration, except as may be otherwise stated below:

Section 10.1 General Development Rights. The Declarant reserves the rights:

a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

b) Until the construction, marketing and sale of all Units in completed, including any future Units which may be created hereunder, 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, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices, permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Article 11 of this Declaration;

f) Until the construction, marketing and sale of all Units is completed (including any future Units which may be created hereunder), to approve of the creation of easements between adjoining Units or between a Unit and an adjoining limited common element in accordance with this Declaration;

g) Until the expiration of any applicable warranty established by law or agreement, the Declaration, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of that Unit or any other Unit;

h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements under Article 9 or as otherwise permitted under this Declaration or in furtherance of the exercise of Declarant's Rights hereunder;

i) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to subdivide or convert Units into Common Elements withdraw, allocate or reallocate as Limited Common Elements all of the parking spaces which may be depicted on the Plat and Plans;

j) Those rights established under this Declaration; and

k) Those rights established under the Condominium Act.

The Land subject to the Development Rights and Special Declarant Rights is the Land shown on the Plat and Plans, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

The exercise of Development Rights is subject to the applicable land use requirements under the City of South Portland land use ordinance and approvals related thereto. Notwithstanding the foregoing, nothing shall prevent the Declarant from exercising its Development Rights and special Declarant Rights in conformity with any modification, consents, or approvals pursuant hereto.

Section 10.2 Phasing and Additional Units. Developer reserves the rights, but not the obligation until ten (10) years from the date of the recording of this Declaration:

To create on the Property a total of up to twenty (20) Units, Common Elements and Limited Common Elements appurtenant to such Units on the Land as described in the attached Exhibit A, all pursuant to §1602-110 of the Condominium Act. The said conversion creating any additional Units and Limited Common Elements appurtenant thereto in addition to any Units initially created hereby and the projected location and approximate dimensions of said additional Units and the limited Common Elements are shown on the Plats**.** Said additional Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Plat and Plans, and the DECLARATION EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 10.1 above, including any and all Parking and any allocation of Parking shown on Plan and Plans. Upon the addition of such units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional building phases and the allocated interests of the Units in the Common Elements and otherwise shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding each said additional building.

All such future additional Units, Common Elements and Limited Common Elements shall be consistent with the initial Units created hereby in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium need not be substantially completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to such additional building phases and Units including, without limitation, the restriction to residential use.

A) Upon the addition of any such additional Units to the Condominium, the allocated interests of all Units in the Common Elements and otherwise shall be reallocated in accordance with this Declaration and Exhibit B shall be amended accordingly.

B) To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

Section 10.3 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations or Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the

assignee.

Section 10.4 Amendment, Waiver, Etc.

This Declaration shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits contained in the Declaration and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations or §1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 11
BOARD OF DIRECTORS (EXECUTIVE BOARD) AND DECLARANT CONTROL PERIOD

Section 11.1 Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of 3 persons to be appointed and who may be removed and replaced by Declarant.

Section 11.2 Declarant Control Period. For a period of ten (10) years from the first conveyance of a Unit to a person other than the Declarant, subject to earlier termination as set forth below, the Declarant shall control the Association (the "Declarant Control Period"). During this period the Declarant or persons designated by him may appoint, remove, and replace the three (3) initial members of the Board provided, however, that these Declarant-appointed members of the Board shall be replaced with Unit Owners, other than the Declarant, no later than the earlier of either sixty (60) days after Units having seventyfive percent (75%) of the voting rights are conveyed to Owners other than the Declarant, or seven (7) years following the conveyance of the first Unit to an Owner other than the Declarant.

According to the above transition process, the Unit Owners other than the Declarant shall elect a Board of three (3) Unit Owners, all of whom shall be Owners other than the Declarant, one (1) of whom shall be elected for a term of one (1) year, one (1) of whom shall be elected for a term of two (2) years, and one (1) of whom shall be elected for a term of three (3) years. Thereafter, as the terms of the members expire, the Board members shall be elected by the Unit Owners for periods of three (3) years each in accordance with the provisions of the Bylaws.

The Declarant shall establish a working capital fund equal to at least two (2) estimated monthly maintenance fees for each Unit. Any amount paid into this fund shall not be considered as an advance payment of the regular monthly maintenance fee. Each Unit's share of this working

capital fund shall be collected at the time of the sale closing of the Unit, and then shall be transferred to the Association for deposit into a segregated fund. Within sixty (60) days after the closing has been held for the first Unit, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. The Declarant shall then be reimbursed for this payment from the funds collected at closing when the unsold Units are sold.

The Bylaws may further regulate the Board of Directors of the Association, which Bylaws are attached hereto as Exhibit C.

ARTICLE 12
AMENDMENT TO DECLARATION REQUIRED CONSENT

Except as otherwise provided in the Condominium Act the Declaration may be amended only by vote or agreement of the owners of Units to which at least sixtyseven (67) percent of the votes in the Association are allocated. No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant. In addition, no material amendment of the Declaration shall be made without the approval of "eligible mortgage holders", as defined by §1602119 of the Condominium Act, holding mortgages on Units having at least fiftyone (51) percent of the voting power of owners of Units which are subject to eligible mortgages, and by all mortgagees of Declarant of one or more Units. An amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve amendments which are not material and who does not deliver or mail to the requesting party a negative response within (thirty) days of receipt shall be deemed to have approved such request. Amendments which are material include any change in voting rights, types of assessments, assessment liens, or subordination of any such liens, in reserves or provisions for maintenance, repair, or replacement of Common Elements, changes in insurance or fidelity bond provisions, provisions concerning expansion or contraction of the Condominium, annexation, addition or withdrawal of property to or from the Condominium, in provisions for responsibility for maintenance and repairs, in the boundaries of any Unit, reallocation of interests in general or Limited Common Elements or rights in their use, changes in provisions relating to the leasing of Units, conversion of the Units into Common Elements, or conversion of Common Elements into Units, imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, any decision by the Association to establish selfmanagement after professional management has been previously required by an eligible mortgage holder, a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or to restore or repair the Condominium in a manner other than as specified in the Declaration and Bylaws after such condemnation or destruction, or any provisions for the express benefit of mortgage holders, insurers, or guarantors.

ARTICLE 13
MORTGAGEES

Section 13.1 Mortgagee Rights. "Eligible mortgage holders", as defined in the Condominium Act, shall have all rights provided in the Condominium Act.

ARTICLE 14
OPERATION OF THE CONDOMINIUM

Section 14.1 Budget/Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective percentages of undivided ownership as established by the Declaration, as amended from time to time. The common expenses shall include, among other things, (a) the costs of repairs and maintenance of the Common Elements and Limited Common Elements; (b) parking area maintenance, including plowing, sweeping, repairs, etc.; (c) cost of parking area lighting (d) costs of trash removal; and (e) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of this Article and the fees and disbursements of the insurance trustee, if any. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacement and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporation or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial or any other sale. The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

Until the Association makes a common expense assessment, the Declarant shall pay all the common expenses. Common expenses shall be assessed, and payable with respect to all Units on the date that the first Unit is sold.
All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of this Article at such time or times as the Board of Directors shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with the appurtenant interests. A purchaser of a Unit shall be personally liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit only if that Unit Owner agrees to assume the responsibility for said assessments. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale. All Unit assessments shall be the personal responsibility of the Unit Owner to whom they are assessed. The provisions of this paragraph shall be subject to the provisions contained in Section 10.2 herein.

The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Unit Owner which charge(s) remains unpaid for more than thirty (30) days from the due date for payment thereof. All regular assessments of common expenses shall be payable monthly.

Section 14.2 Default. In the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such defaulting Unit Owner shall be obligated to pay interest at the rate established by the Board of Directors but not exceeding eighteen (18) percent per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees, in any action to recover the same brought against any such defaulting Unit Owner, or by foreclosure of the lien on such Unit granted by the provisions of the Condominium Act. No such lien shall be prior to the lien of any mortgage on any one or more Units.

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the Plaintiff in such foreclosure action shall (subject to the prior right of any mortgagee on any one or more Units) be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners shall have the right to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges ("Assessments") shall be maintainable without foreclosing or waiving the lien securing same.

The Board of Directors shall within ten (10) days provide any Unit Owner making written request, a recordable statement setting forth the amount of unpaid assessments currently levied against the Unit.

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw or any provision of the Declaration shall give the Board of Directors and any Unit Owner or owners the right, in addition to any other rights set forth in the Bylaws, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach which action shall be at the cost, including attorneys' fees, of such Unit Owner.

In addition, if the Board of Directors has adopted and published Rules and Regulations governing the use of the Common Elements and the personal conduct of any person in use of said Common Elements who violates those Rules and Regulations, the Board of Directors shall have the right, in addition to any other rights set forth in the Bylaws:

(a) To suspend use of the Common Elements by any such person for violation of such Rules and Regulations for a period not to exceed thirty (30) days for any single violation.

(b) To levy summary charges against a Unit Owner for such violation, in addition to any damages, provided that no summary charges may be levied for more than $50.00 for any one violation, but each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner involved as if the charge were a common charge owed by the particular Unit Owner.

Section 14.3 Insurance.

Section 14.3.1 The Unit Owners shall obtain and maintain insurance on the Units and the Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices, insurance on the Condominium Common Elements, together with any fixture, machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees as their interest may appear. Additionally, the Board of Directors shall obtain and maintain to the extent reasonably available, liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. All insurance coverage and policies shall meet the requirements of the Maine Condominium Act and this Declaration.

Section 14.3.2 The Board of Directors shall obtain master policies of insurance on the Common Elements which shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under this Declaration. Under the said master policies certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering the Condominium Common Elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the interest in the Common Elements of the Condominium property. Such master insurance policies and certificates shall contain provisions that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association, that the insurer waives its right to subrogation as to any claim against the Board of Directors, its agent and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Board of Directors as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require the same. The Board of Directors must acknowledge that the insurance policies and any proceeds thereof will be held In accordance with the terms hereof. The Board of Directors shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each Unit mortgagee of such payment within twenty (20) days after the making thereof.

Section 14.3.3 The Common Elements shall be covered by:

(a) Casualty or physical damage insurance in an amount equal to not less than 100 percent of the full replacement value of the common condominium buildings as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, containing provisions designed to protect against inflationary increases in value. Such coverage shall afford protection against the following:

(i) Loss or damage by fire, lightning, vandalism and malicious mischief, boiler coverages and other hazards covered by the standard extended coverage endorsement.

(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium buildings, including but not limited to, vandalism, malicious mischief, windstorm and water damage, collapse, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine.

The policies providing such coverage shall be primary and shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors or where in conflict with the terms of this Declaration and the Bylaws, and shall further provide that the coverage thereof shall not be terminated for nonpayment of premiums without twenty (20) days' notice to all of the insured including each Unit mortgagee.

(b) Public liability insurance in such amounts, but not less than $1,000,000.00 Bodily Injury and Property Damage for a single occurrence, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability (including liability resulting from employment contracts to which the Association is a party), hired automobile, nonowned automobile and offpremises employee coverage. Such liability insurance policy shall include severability of interest in its terms or shall contain a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of another Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, for an amount at least equal to the sum of three month's assessments on all of the Units, plus the Association's reserve funds. Any such coverage shall name the Association as an obligee.

(e) All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all mortgagees of the Units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all

Unit Owners and their mortgagees at least thirty (30) days prior to the expiration of the then current policies.

Section 14.3.4 Each Unit Owner shall obtain additional insurance at his own expense affording coverage for his Unit and his personal property and for his personal liability, but all such insurance shall contain the same terms and waiver of subrogation as that referred to in the preceding paragraph (2) hereof. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors. The insurance shall be in such form and amount as is acceptable to the Board of Directors. The owner shall furnish the Association with proof of such insurance. Proceeds must be used for repair or replacement of a damaged Unit.

Section 14.3.5 Premiums for insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses.

Section 14.3.6 All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to part or all of the Condominium property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to 100 percent of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

Section 14.3.7 Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors

Section 14.3.8 In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittance shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

Section 14.4. Repair or Reconstruction After Fire or Other Casualty.

Section 14.4.1 Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of this Declaration, in the event of substantially total destruction of the Property as a result of fire or other casualty and, thereafter, if Unit Owners owning an aggregate of eighty (80) percent of the total votes in the Condominium promptly vote not to proceed with repair or restoration, the Property remaining shall be deemed to be owned in common by the Unit Owners, as provided in the Condominium Act.

Section 14.4.2 Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of the Declaration, in the event of less than substantially total destruction of the Property as a result of fire or other casualty, or, if the vote against proceeding with repair or restoration, as provided herein, is not sufficient, then in either event the Board of Directors shall arrange for the prompt repair and restoration of the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units), as well as any other buildings, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess the Unit Owners for such deficit as part of the common charges.

Section 14.4.3 Repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings, and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming, or according to plans and specifications approved by the Board of Directors, by a majority in interest of the Unit Owners and by holders of first mortgages encumbering fiftyone (51) percent of the undivided interest in the Common Elements subject to mortgages, and if the damaged property contains any Units, by all of the owners of the Units therein, and by all mortgagees of Declarant on one or more Units; which approvals shall not be withheld unreasonably.

Section 14.4 Condemnation. Subject to the rights of eligible mortgage holders, in the event of condemnation of any portion of the Common Elements, not affecting the improvements to the Condominium, the proceeds of any condemnation award shall be distributed prorata among the Unit Owners in accordance with their respective undivided interests in said elements. In the event of condemnation of improvements, any award relating to Common Elements, including Limited Common Elements shall be divided among the Unit Owners whose Units are served by said Common Elements on a prorata basis. Any termination of the condominium by virtue of a condemnation shall be governed by the provisions on termination contained herein. The Board of Directors is appointed duly authorized attorney in fact to act for the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements.

Section 14.5 Termination. Subject to the consent of at least 67 percent of the eligible mortgage holders, the Condominium may be terminated by vote of eighty (80) percent affirmative vote of all Unit Owners, except for termination for casualty loss. Upon termination, all Unit Owners shall hold the Common Elements as equal tenants in common.

ARTICLE 15
LIMITATION OF LIABILITY

Section 15.1 Limited Liability of the Board of Directors. The Board of Directors, 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 Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, snow, dust or sand which may leak or flow from the outside or from any part of any building, 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 Board of Directors;

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

(c) Shall have no personal liability in contract to a Unit Owner 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 Board of Directors or the Association in the performance of the Board of Directors members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit 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 Board of Directors members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Board of Directors 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 conduct of any building, or which might in any other way be assessed against or imputed to the Board of Directors members as result of or by virtue of their performance of their duties, except for the Board of Directors members' own willful misconduct or gross negligence.

Section 15.2 Indemnification. Each member of the Board of Directors in his capacity as a Board of Director 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 Board of Directors, or any settlement of any such proceeding, whether or not he is a Board of Directors member, officer or both at the time such expenses are incurred, except in such cases wherein such Board of Directors 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 Act; provided, that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he is then a Board of Directors member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit

Owners set forth in this Section 14.2 shall be paid by the Association on behalf of the Unit 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 Board of Directors member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 15.3 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuses or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 15.4 Defense of Claims. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints against one or more but less than all Unit Owners shall be defended by such Unit Owners who are defendants themselves and such Unit 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.

Section 15.5 Storage; Disclaimer of Bailee Liability. Neither the Board of Directors, the Association nor any Unit Owner of the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 16
MISCELLANEOUS

Section 16.1 If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 16.2 Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Section 16.3 If any terms, covenant, provision, phrase or other element of this declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 16.4 Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

Section 16.5 In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

Section 16.6 All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 16.7 Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in 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.

IN WITNESS WHEREOF, **HW LAND COMPANY, LLC** has caused this Declaration to be executed by Daniel H. White, its President, thereunto duly authorized this ___ day of _____, 2023.

DECLARANT

HW LAND COMPANY, LLC

_____ _____

Witness By: Daniel H. White
Its: Manager

State of Maine, _____ ____, 2023
Cumberland, ss.

Personally appeared before me Daniel H. White and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of HW LAND COMPANY, LLC.

Before me,

_____
Notary Public/Attorney at Law

SUMMIT TERRACE CONDOMINIUMS
LIMITED JOINDER AND AGREEMENT OF MORTGAGEE

_____, a Maine bank ("Lender") as holder of and Mortgagee and Secured Party under a certain Mortgage, Security Agreement and Financing Statement from **HW Land Company, LLC.** ("Borrower") dated _____ ___, 2023 and recorded in the Cumberland County Registry of Deeds in Book _____, Page ___ or otherwise of record covering premises located in the City of South Portland, County of Cumberland, and State of Maine as described therein (collectively the "Mortgage"), hereby confirms its consent to and joins with Borrower in submitting the land, buildings, improvements and rights appurtenant thereto to the Maine Condominium Act 33 M.R.S.A. Chapter 31 as amended, all as described in the Declaration of Summit Terrace Condominiums dated _____ ___, 2023 recorded or to be recorded in said Registry of Deeds, and as shown on the Plat entitled "Summit Terrace" prepared by _____, dated _____ ___, 2023, which Plat is recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page ___ and the Floor Plans entitled "Summit Terrace Condominiums" prepared by _____ dated _____ __, 2023 and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Pages _____, said Plat and Plans, as amended from time to time, and all being subject to the lien of the mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under said Declaration, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and Lender makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied. The Mortgage shall otherwise remain in full force and effect.

Lender hereby agrees that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage and Security Agreement, the undersigned will recognize the actions taken under said Declaration of Condominium pursuant to the provisions of the Maine Condominium Act.

IN WITNESS WHEREOF, the said _____ has caused this Consent to be signed in its corporate name sealed with its corporate seal this ____day of _____, 2023, by its officer thereunto duly authorized.

WITNESS _____

_____ _____
By:
Its:

STATE OF MAINE _____ ___, 2023
CUMBERLAND, ss.

Personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed and his/her free act and deed in his/her said capacity and the free act and deed of _____.

Before me,

_____
Notary Public/Attorney at Law
Printed Name: _____

EXHIBIT A

A certain lot or parcel of land, together with the buildings thereon, located in the City of South Portland, Cumberland County, and State of Maine, being bounded and described as follows:

EXHIBIT B

The unit numbers, percentage of ownership of Common Elements, percentage assessment of Common Element expense, and number of votes in the Summit Terrace Condominium Association are as follows:

Unit Number	Votes	Percentage of ownership of common elements and percentage assessment of Common Element expense
1	1	5%
2	1	5%
3	1	5%
4	1	5%
5	1	5%
6	1	5%
7	1	5%
8	1	5%
9	1	5%
10	1	5%
11	1	5%
12	1	5%
13	1	5%
14	1	5%
15	1	5%
16	1	5%
17	1	5%
18	1	5%
19	1	5%
20	1	5%
TOTAL:	**20**	**100%**

EXHIBIT C

BYLAWS OF THE SUMMIT TERRACE CONDOMINIUMS UNIT OWNERS ASSOCIATION

ARTICLE I
Plan of Unit Ownership

Section 1.01. Unit Ownership. The land located at 115 Summit Terrace Road, South Portland, Maine, and known as Summit Terrace Condominiums in the City of South Portland, County of Cumberland and State of Maine, together with all improvements existing thereon, as described on Exhibit A to the Declaration has been submitted to the provisions of the Maine Condominium Act by Declaration recorded in the Office of the Cumberland County Registry of Deeds and shall be known as the "Summit Terrace Condominiums" (hereinafter called the Condominium).

Section 1.02. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the units, and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Maine Condominium Act.

Section 1.03. Application. All present and future Unit Owners, mortgagees, lessees and occupants of the units and their employees and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration and to the rules and regulations established by the Board of Directors of the Condominium (the "Board of Directors") as hereinafter set forth. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit by any of the foregoing persons, other than a mortgagee of Declarant, shall constitute agreement that these Bylaws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with and the acceptance of a deed or conveyance by a mortgagee of Declarant shall constitute agreement that the estate of any such mortgagee in and to any such unit shall be subject to these Bylaws, the rules and regulations and the provisions of the Declaration as they may be amended from time to time. Unless otherwise specifically stated herein, the term "Unit Owner" shall
mean Declarant in instances where Declarant has not conveyed by deed a unit and purchasers of units in instances where Declarant has conveyed by deed a unit.

Section 1.04. Office. The principal office of the Condominium Board of Directors and the Board of Directors shall be located at 115 Summit Terrace Road, South Portland, Maine, or at such place as the Board of Directors may designate from time to time.

ARTICLE II
Board of Directors

Section 2.01. Initial Board of Directors. Subject to Section 2.02 below, the affairs of the Condominium shall be governed by a Board of Directors consisting initially of three (3) persons. The members of the initial Board of Directors shall be appointed, removed, and replaced from time to time by Declarant without the necessity of retaining resignations. The Declarant appointed members of the Board of Directors shall be replaced with Unit Owners, other than the Declarant, in accordance with the provisions of Section 2.02.

Section 2.02. Permanent Board. Except as otherwise required by 33 M.R.S.A. §1603-103, the transition from Declarant-appointed members of the Board of Directors to Unit Owners, other than Declarant, shall occur no later than the earlier of either sixty (60) days after Units having seventyfive percent (75%) of the voting rights are conveyed to Owners other than the Declarant, or seven (7) years following the conveyance of the first Unit to an Owner other than the Declarant. Declarant shall call the transitional meeting of Unit Owners pursuant to the provisions of Article III.

The Owners shall elect a Board of three (3) Unit Owners, the majority of whom shall be Owners other than the Declarant, one (1) of whom shall be elected for a term of one (1) year, one (1) of whom shall be elected for a term of two (2) years, and one (1) of whom shall be elected for a term of three (3) years. Thereafter, as the terms of the members expire, the Board members shall be elected by the Unit Owners at the Annual Meeting with each Director elected serving for a term of three (3) years. Incumbent members may be elected to a renewal term.

Section 2.03. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium Board of Directors and shall do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and facilities.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Condominium Board of Directors and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease surrendered by their owners to the Association.

(h) Purchasing of units at foreclosures or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by, and subleasing units leased by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners.

(j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all Unit Owners.

(k) Obtaining of insurance for the Property pursuant to the provisions of Article 9 of the Declaration.

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation of eminent domain proceedings.

Section 2.04. Managing Agent and Manager. The Board of Directors may employ for the Condominium a managing agent or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k), and (1) of Section 2.03. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivisions (e), (f), (g), (h), (i), and (j) of Section 2.03. Any contract entered into by the Board of Director for management services or any other services to be provided by the Declarant of the Condominium shall not exceed three years in length, and may be terminated at any time by either party, without cause, and without liability for a termination charge, fee or penalty.

Section 2.05. Removal of Members of the Board of Directors. On or after the date three (3) years from the date of the conveyance of the first unit to an owner other than the Declarant, or upon the

sale by the Declarant of seventyfive percent (75%) of the units, whichever shall first occur, and thereafter, at any regular or special meeting of Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 2.06. Vacancies. Subject to Section 2.02, vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining Board members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members of the Board of Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so replaced and until a successor shall be elected at the next annual meeting of the Unit Owners.

Section 2.07. Organizational Meeting. The first meeting of the members of the Board of Directors shall be immediately following the annual meeting of the Unit Owners, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 2.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, telephone or electronic mail, at least three (3) business days prior to the day named for such meeting.

Section 2.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

Section 2.10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 2.11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a

quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.12. Informal Action by Board of Directors. Any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors entitled to vote with respect to the subject matter thereof.

Section 2.13. Fidelity Bonds. The Board of Directors may obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium Board of Directors funds. The premiums on such bonds shall constitute a common expense.

Section 2.14. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium for acting as such.

Section 2.15. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or intentionally contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements and facilities bears to the interests of all the Unit Owners in the Common Elements and facilities and limited to the equity in the Unit (i.e., non-recourse to other assets of the Unit Owner). Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements provided however the failure to so provide will not invalidate such agreement.

Section 2.16. Fiscal Year. The Board of Directors shall establish a fiscal year.

Section 2.17. Committee. The Board of Directors may establish such standing or other committees with such powers and duties as its deems advisable.

ARTICLE III
Unit Owners

Section 3.01. Title to Units. Title to units may be taken in the name of an individual or in the name of two or more individuals, as tenants in common or as joint tenants, or in the name of a corporation, limited liability company, or partnership, or in the name of a fiduciary, or other entity recognized under Maine law as an entity that may hold title to real estate.

Section 3.02. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3.03. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors established after the first meeting at which Unit Owners may vote, upon a petition signed and presented to the Secretary by not less than twentyfive percent (25%) in common interest of Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.04. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than sixty (60) days prior to such meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 3.05. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended in person or by proxy, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than fortyeight (48) hours from the time the original meeting was called.

Section 3.06. Waiver of Notice. Any Unit Owner may at any time waive notice of any meetings of the Unit Owners in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 3.07. Eligibility. Any person who acquires title to a unit shall be a member of the Condominium Unit Owners Association. There shall be one membership for each unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any unit. Until the first meeting at which Unit Owners may vote, the Condominium Board of Directors shall act without vote of the Unit Owners. Thereafter, each Unit Owner shall be entitled to vote.

Section 3.08. Voting. Voting shall be on a one vote per each unit owned basis and the votes to which each Unit Owner is entitled is equal to the number of units owned. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 3.9. Votes in the Event of Multiple Ownership of a Unit. If only one (1) of the multiple owners of the unit is present at a meeting of the Board of Directors, such owner shall be entitled to cast the vote allocated to that unit. If more than one (1) of the multiple owners are present, the vote allocated to that unit may be cast only in accordance with the agreement of a majority of interest of the multiple owners and failing such majority agreement, not at all. There is deemed to be a majority agreement when any one of the multiple owners casts the vote allocated to that unit without protest being made promptly to the person presiding over the meeting by any other of the owners of that unit.

Section 3.10. Order of Business. The preferred order and topics of business at all meetings of the Unit Owners shall be as follows, to the extent necessary:

(a) Roll Call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Board of Directors.
(f) Report of committees.
(g) Election of members of the Board of Directors.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

Section 3.11 Parliamentary Procedure. At all meetings of the Unit Owners, Robert's Rules of Order, as then amended, shall be the preferred procedure, except in the event of conflict, these Bylaws or the Articles of Incorporation shall prevail.

Section 3.12 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.13 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Unit Owner may designate any person, who need not be an owner, to act as proxy. The designation of any such proxy shall be made in writing, signed and dated by the Unit Owner, and shall be revocable only by written notice to the Secretary by the Unit Owner designating the proxy. If a unit is owned by more than one (1)

person, each owner of the unit may vote or register protest at the casting of the unit vote by the other owners of the unit through a duly executed proxy.

3.14 Informal Action of Unit Owners. Any action required to be taken at a meeting of the Unit Owners or any action which may be taken at a meeting of the Unit Owners, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the Unit Owners entitled to vote with respect to the subject matter thereof.

3.15 Quorum of Unit Owners. The presence at any meeting of the Association in person or by proxy of unit owners whose aggregate interest in the common elements constitutes more than fifty (50) percent of the total interest in the common elements shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide any question presented to the meeting unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

ARTICLE IV
The Officers

Section 4.01 Officers and Qualifications. The principal officers of the Condominium shall be the President, Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an Assistant Treasurer, and Assistant Secretary and such other officers as in its judgment may be necessary. The officers may be members of the Board of Directors.

Section 4.02. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.03. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

Section 4.04. President. The President shall be the chief executive officer of the Board of Directors. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Maine, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President must be a Unit Owner or the agent of an entity which is a Unit Owner.

Section 4.05 Vice President. The Vice President, if one is appointed, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint

some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.06 Secretary. The Secretary shall attend and keep the minutes of all meetings of the Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall be responsible for certifying the adoption of any amendment to the Declaration and Bylaws, and for filing any amendment to the Declaration in the Cumberland County Registry of Deeds. The Secretary shall maintain records of the addresses of Unit Owners for purposes of providing notice under the Declaration and these Bylaws and shall be responsible for issuing such notices.

Section 4.07 Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Condominium, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Maine.

Section 4.08 Agreements, Contracts, Deeds, checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two officers of the Condominium Board of Directors or by such other person or persons as may be designated by the Board of Directors.

Section 4.09 Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V
Operation of the Condominium

Section 5.01. Responsibility of the Board of Directors. The Board of Directors shall be responsible for the operation of the Condominium in accordance with the provisions of the Declaration of these Bylaws.

Section 5.02. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors, the Common Elements and facilities shall require additions, alterations or improvements, costing in excess of $1,000.00, and the making of such additions, alterations, or improvements shall have been approved by a majority vote of the Unit Owners, and by all mortgagees of Declarant of one or more units, which approval shall not be withheld unreasonably, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing $1,000.00 or less may be made by the Board of

Directors without approval of the Unit Owners or any mortgagees of units and the costs thereof shall constitute part of the common expenses.

Section 5.03. Additions, Alterations, or Improvements by Unit Owners. No Unit Owners shall make any structural addition, alteration, or improvement in or to any building nor shall be paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any request by a Unit Owner for such approval within thirty (30) days after such request and failure to so answer within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to the city or municipality or to any department or to any other governmental authority for a permit to make an addition, alterations, or improvements in or to any unit shall be executed by the Board of Directors only, but the Board and its members shall not by doing so incur any liability to any contractor, subcontractor or materialman on account of such addition, alterations, or improvements, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 5.03 shall not apply to units owned by Declarant until such units shall have been initially conveyed by Declarant.

Section 5.04. Utility Charges. As to any utility charges, except water and sewer, which are supplied to each unit, each Unit Owner shall be required to pay the bills for said utility charges allocable to his unit. The utility services supplied to the Common Elements and facilities shall be separately billed, and the Board of Directors shall pay all said bills as a common expense.

Section 5.05. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the condominium in its entirety or in a part belonging to other owners or detract from the value or appearance of the condominium, including the unit or units in question, and shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or manager shall have the right to enter the unit and perform such maintenance or repair in the name of the owners and shall be entitled to reimbursement from the owner for any expenditures incurred.

(b) All the repairs of internal installations of the unit such as toilets and other internal plumbing fixtures, lights, wiring, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be maintained at the owner's expense, other than the furnishing of water, sewer disposal, and power, through the common water systems, septic system and electric lines.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements damaged through his negligence, misuse or neglect.

(d) All other maintenance and repair of the common elements shall be performed at the direction of the manager or the Board of Directors, and shall be a common expense. Vouchers for the payment of maintenance and repair costs shall be approved by the manager or Board of Directors before payment.

Section 5.06. Improvements. The Board of Directors may make improvements to the common elements and assess the cost thereof to all unit owners as a common expense. In addition, if an improvement is requested by one or more unit owners and is in the opinion of the Board, exclusively or substantially exclusively for the benefit of those who requested it, the cost shall be assessed against such owner or owners in such proportion as the Board shall determine as fair and equitable. Nothing contained herein shall prevent the unit owners affected by such improvement from agreeing, in writing, either before or after the assessment is made, to be assessed in different proportions. The Declarant may, at its expense, make such improvements to the common elements as it deems advisable as long as it is an owner, directly or indirectly, of at least one unit or has rights to construct additional buildings within units.

Section 5.07. Use of Units. All units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and any Rules and Regulations. Every unit owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association for collecting any delinquent assessments or fees against such unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration or these Bylaws against such owner or any occupant of such unit. Upon any violation of the Declaration, Bylaws, or Rules and Regulation, the offending party and the owner (including any owner, tenant, lessee', licensee, guest or invitee of the owner of any unit in which the violation is occurring or has occurred) shall be given ten (10) days written notice by the Board by delivery in hand or by mail of the violation committed and the necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the owner shall each pay a penalty in the amount of ten (10%) percent of the then monthly assessment of the unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 5.08. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the common elements and the occupancy of the Units to the extent such occupancy affects common elements of the condominium or other Units, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on the Condominium as it may deem necessary, including, but not limited to, methods of procedures for enforcing compliance with the Declaration and Bylaws; such rules and regulations, however, may be revoked by a vote of the Unit Owners whose aggregate interest in the common elements constitutes seventyfive

percent (75%) at any meeting duly called for the purpose. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the property.

ARTICLE VI
Fiscal Management

Section 6.01. Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

Section 6.02. Assessments.

(a) Budget. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expense for such year, including but not limited to the following items:

(i) Management and administration expenses;

(ii) The estimated cost of repairs, maintenance and replacement of common elements;

(iii) The cost of such insurance and utilities as may be furnished by the Association;

(iv) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance and replacements; and

(v) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods. Prior to the sale of the first unit, or within one hundred fifty (150) days thereof, the Declarant shall adopt a budget and make a common expense assessment. This budget shall remain in effect until changed by the adoption of the different budget in accordance with if the procedures hereafter set forth.

a. Budget Approval. Within thirty (30) days of the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member. The Board shall call a meeting of the members not less than fourteen (14) days nor more than thirty (30)

days after such budget is furnished to the members for the purpose of considering ratification of such budget. Unless at that meeting sixty (60%) percent or more of the unit owners vote to reject the budget, the budget shall be deemed ratified, whether or not a quorum is present at the meeting. In the event the budget is rejected, the budget last ratified by the members shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board. If the aforesaid budget ratification meeting is not held, ratification shall be voted at the annual meeting.

b. Budget Assessments. On or before the first day of each month the fiscal year covered by such estimated annual budget, each member shall pay his respective one-twelfth (1/12) of his of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Alternatively, the Board of Directors may, in its discretion, change the assessment payment from monthly to semi-annual, quarterly or annual. Each member's proportionate share of members assessments shall be an amount equal to the total membership assessment multiplied by his respective percentage interest in the common elements provided however, that with respect to certain common elements, the operation, maintenance and replacement costs and reserves may be allocated among the members according to the respective use and benefit of the particular facility to each unit rather than according to the percentage interest of each unit. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

c. Lien for Assessments. If any member shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum, not exceeding eighteen (18) percent, established from time to time by the Board of Directors and, together with such interest, shall constitute a lien on the unit of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Condominium Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year.

Section 6.03. Revised and Emergency Assessments. If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, assessments shall be determined and paid on the basis of such revision. The Board may, upon finding that an emergency exists which

requires immediate assessment of the members, make an emergency assessment for each unit, which shall be due and payable when communicated to the members.

Section 6.04. Declarant. With respect to any units owned by the Declarant, the Declarant shall pay an assessment determined in the same manner as the assessment is determined for all other unit owners.

Section 6.05. Foreclosure of Lien. In any action to foreclose the lien against any owner of a unit, the Association may represent itself through its Manager or Board of Directors in like manner as any mortgagee of real property. The Manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale.

Section 6.06. Title. Every unit owner shall promptly cause to be duly recorded in the Cumberland County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary shall maintain such information in the records of ownership of the Association.

Section 6.07. Mortgages. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through the manager, and the Secretary shall maintain such information in the records of ownership of the Association. After the filing of the mortgage, and upon the request of the mortgagee, the Board of Directors through its manager shall be required to notify the mortgagee of any matters for which notice to eligible mortgage holders is required under the Maine Condominium Act.

Section 6.08. Insurance. The Board of Directors shall obtain and maintain insurance as required by the Condominium Declaration.

Section 6.09. Reconstruction or Repair of Casualty Damage. Except as hereinafter provided, damage to or destruction of the common buildings and units shall be promptly repaired and reconstructed by the Board of Directors, using the proceeds of insurance, if any, on the building for that purpose, and any deficiency for a common building shall constitute common expenses, unless;

(b) The condominium is terminated;

(c) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(d) Seventyfive percent (75%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

If the entire condominium is not repaired or replaced:

(b) The insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium;

(c) The insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated or to their respective lien holders as their interests may appear; and

(d) The remainder of the proceeds shall be distributed to all the unit owners or lien holders as their interests may appear in proportion to the common element interests of all the unit owners.

If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned and the Association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this section, §1602118 of the Maine Condominium Act governs the distribution of the insurance proceeds if the condominium is terminated.

(b) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

(c) The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair.

(d) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by a unit owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands.

(e) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Condominium property, or, in the discretion of the Board of Directors, it may be distributed to the unit owners and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in

proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against a member for committing willful or malicious damage.

ARTICLE VII
Liability of Officers

Section 7.01. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer, director or members of the Association or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 7.02. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer, directors or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law or under the Declaration and shall inure to the benefit of the legal representative of such person.

ARTICLE VIII
Fiscal Year

Section 8.01. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors, but shall be calendar year unless otherwise established.

ARTICLE IX
Miscellaneous

Section 9.01. Notices. Except as otherwise specifically provided in these Bylaws, all notices hereunder shall be sent registered or certified mail to the Board of Directors, care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners. Except as otherwise specifically provided in these Bylaws, all notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been designated by them from time to time, in writing, to the

Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 9.02. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 9.03. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 9.04. Gender. The use of masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.05. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur without enforcement.

ARTICLE X
Bylaws

Section 10.01. Amendment. These Bylaws may be amended at any duly called meeting of Unit Owners, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by Unit Owners holding eighty percent (80%) interest in the aggregate of the individual ownership and (3) that the amendment be approved in writing by the holders of first mortgages encumbering fiftyone percent (51%) of the undivided interest in the Common Elements subject to mortgages. If an amendment to these Bylaws is merely a correction of a technical error or the clarification of a statement, any eligible mortgage holder provided notice of such amendments shall be deemed to have approved same should said mortgage holder fail to respond within 30 days after having received notice of such amendment. No amendment will affect or impair the validity or priority of Unit Owners and holders of a mortgage encumbering a unit or units nor the validity or priority of any other proper liens, nor any rights or remedies of any mortgagee of Declarant under the terms of any mortgage on any one or more units.

No amendment made to these Bylaws shall be contrary to Chapter 6 of Title 13B of the Maine Revised Statutes.

Section 10.02. Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

ARTICLE XI
Association Records

Section 11.01. Copies. Upon request, the Association shall make available to all unit owners, lenders and eligible mortgage holders current copies of the Declaration, Bylaws, Rules and Regulations, Association books, records and financial statements. Copies shall be provided for reasonable copying fees not to exceed twenty-five cents ($0.25) per page or the actual costs of photocopying, whichever amount is greater.