Association took over 3/21/95

BYLAWS

OF

PINE HILL CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

Creation and Application

Section 1.01. Creation of Condominium and Association. The land located at Western Avenue, Bath, County of Sagadahoc, State of Maine, together with all improvements to be constructed thereon, as shown on Exhibit A to "Pine Hill Condominium" Declaration of Condominium, and the plats and plans recorded therewith, has been submitted to the provisions of the Maine Condominium Act by Declaration recorded in the Office of the Sagadahoc County Registry of Deeds and shall be known as "Pine Hill Condominium" (hereinafter called the "Condominium"). The Pine Hill Condominium Owners' Association (the "Association") is organized under the Maine Nonprofit Corporation Act.

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 the 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 Association (the "Board of Directors" or "Board") as hereinafter set forth or as amended or altered from time to time.

Section 1.04. Office. The principal office of the Condominium Association and the Board of Directors shall be located at the Condominium, at Western Avenue, Bath, Maine, or at such place as the Board of Directors may designate from time to time.

Section 1.05. Non-Profit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

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 of five(5) 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 obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with members of the Board elected by unit owners in accordance with the provisions of Section 2.02.

Section 2.02. Permanent Board. The transition from Declarant-appointed members of the Board of Directors to members of the Board elected by unit owners shall occur as follows: not later than the earlier of (i) sixty (60) days after the conveyance of units having seventy-five percent {75%) of the voting rights to owners other than Declarant or (ii) three years from the conveyance of the first unit to an owner other than Declarant, the owners may elect a Board of Directors of three members. At least a majority of such permanent directors must be unit owners or spouses of unit owners or, in the case of a unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. For a director who no longer so qualifies, the Director's term of office shall cease upon written notice to such Director from the Secretary of the Association.

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 Association and shall do all such acts and things except those which 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:

Operation, care, upkeep and maintenance of the common elements, including, in particular, and not by way of limitation, private utility lines, parking and driveway areas, trash removal, and sewer lines which shall be maintained in accordance with the ordinances of Bath, Maine.

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

Collection of the common charges from the unit owners.

Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the common elements and facilities. For so long as Declarant shall control the Board of Directors, the Association may not enter into any contract with any person or business entity for the management of the Condominium except one which permits the Association to exercise a right of termination without cause and without penalty upon no more than 90 days notice to such person or business entity.

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

Opening bank accounts on behalf of the Condominium Association and designating the signatories required therefore

Purchasing or leasing or otherwise acquiring on behalf of all unit owners and in the name of the Board of Directors, or its designee, units offered for sale or lease or surrendered by their owners to the Board of Directors.

Purchasing of Units at foreclosures or other judicial sales on behalf of all unit owners and in the name of the Board of Directors, or its designee.

Selling, leasing, subleasing, mortgaging, or otherwise dealing with units acquired on behalf of all unit owners by the Board of Directors or its designee.

Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing units on behalf of all unit owners.

Obtaining insurance for the property, including the units, pursuant to the provisions of Section 5.09 hereof.

Making 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 or 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), (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 (b), (e), (f), (g), (h), (i) and (j) of Section 2.03.

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 seventy-five 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 *be* elected by the unit owners 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 members of the Board of Directors at a special meeting 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. Organization Meeting. The first meeting of the members of the Board of Directors shall be held within ten (10) days following the annual meeting of the Unit Owners at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, 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 quorum shall be present.

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 two such meetings 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 five 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 telephone or electronic mail, or on five (5) business days' notice given by ordinary first-class 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 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 and place of the meeting. 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 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. Action by Board of Directors without a Meeting. 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. Such consents shall be filed with minutes of directors' meetings.

Section 2.13. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium Association for acting as a director.

Section 2.14. 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 Condominium Association 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 Association unless any such contract shall have been made in bad faith or 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 Association. 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. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium Association 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 Condominium Association 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 2.15. Fiscal Year. The Board of Directors shall establish a fiscal year.

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 names of two or more persons, as tenants-in-common or as joint tenants, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 3.02. Annual Meetings. The first annual meeting of the unit owners shall be called by the Declarant before the expiration of the time set forth in Section 2.02. Thereafter, the annual meetings of the unit owners shall be held on the first Monday in October of each year. At such meetings, members of the Board of Directors shall be elected.

Section 3.03. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Condominium Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3.04. 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 or after the first meeting at which unit owners may vote, upon a petition signed and presented to the Secretary by not less than ten percent (10%) 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 3.05. Notice of Meetings. It shall be the duty of the Secretary to mail 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, a notice of each annual or special meeting to the unit owners , or at such other address as such unit owner shall have designated in writing to the Secretary, a notice of each annual or special meeting of the unit owners at least ten (10) days but not more than fifty (50) days prior to such meeting , stating the purpose thereof (including the general nature of any proposed amendment to the declaration or bylaws, any budget changes and any proposal to remove a director) as well as the time and place where it is to be held. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 3.06. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, 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 forty-eight (48) hours from the time the original meeting was called.

Section 3.07. Waiver of Notice. Any unit owner may at any time waive notice of any meetings of the unit owners in writing, or by presence in person or by proxy at any meeting and such waiver shall be deemed equivalent to the giving of such notice.

Section 3.08. Eligibility. All unit owners shall be members of the Condominium Association and will be subject to all the rights and duties assigned to owners under the constituent documents. When there are unsold units in the project, the developer or sponsor also enjoys these rights and responsibilities as they relate to each individual unsold unit. Membership in the Association shall be automatically transferred upon the conveyance of the unit. Until the first meeting at which unit owners may vote, the Condominium Association shall act without vote of the unit owners. Thereafter, each unit owner shall be entitled to vote.

Section 3.09. Voting. Voting shall be on a percentage basis and the percentage vote to which each unit owner is entitled is the vote assigned to his unit in the Declaration as amended from time to time. 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. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the percentage interest of such a unit in the common elements and facilities shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

Section 3.10. Votes in the Event of Multiple Ownership of a Unit. If only one of the multiple owners of the unit is present at a meeting of the Association, such owner shall be entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present in person or by proxy, the votes allocated to that unit may be cast by each of the multiple owners to the extent of each multiple owner's interest in the unit as reflected by records in the Sagadahoc County Registry of Deeds. However, all multiple owners are deemed to vote the same way if any one of the multiple owners casts votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any other of the multiple owners of that unit.

Section 3.11. Order of Business. The order of business at all meetings of the unit owners shall be as follows, to the extent required:

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 3.12. Parliamentary Procedure. At all meetings of the unit owners or of the Board of Directors, Roberts' Rules of Order, as then amended, shall be followed, except in the event of conflict with these Bylaws or the Declaration, in which case these Bylaws or the Declaration, as the case may be, shall prevail.

Section 3.13. Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of a meeting, in person or by proxy, of persons owning thirty-five percent (35%) of the total common interest in the Condominium shall constitute a quorum at any meeting of the unit owners.

Section 3.14. 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, dated, signed by the unit owner, and shall he revocable at any time by written notice to the person presiding over a meeting of the Association by the unit owner designating the proxy. If a unit is owned by more than one person, each owner of the unit may vote or register protest at the casting of votes by the other owners of the unit through a duly executed proxy.

Section 3.15. Action of Unit Owners without a Meeting. 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 a consent in writing, setting forth the action so taken, shall be signed by all of the unit owners entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the Secretary of the Association as a part of the corporate records.

ARTICLE IV

Officers

Section 4.01. Designation. The principal officers of the Condominium Association shall be the President, the 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, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and any Vice President, but no other officers, need be members of the Board of Directors.

Section 4.02. Election of Officers. The officers of the Condominium Association shall be elected annually by the Board of Directors at the organizational 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 his 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 Condominium Association. 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 non-profit 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 Association.

Section 4.05. Vice President. The Vice President 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 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 non-profit corporation organized under the laws of the State of Maine.

Section 4.07. Treasurer. The Treasurer shall have the responsibility for Condominium Association 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 Association, 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 non-profit 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 Association shall be executed by any two officers of the Condominium Association 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 Association for acting as such.

Section 4.10. Amendments to Declaration. The Secretary shall prepare amendments to the Declaration and the President and one other officer shall execute the certificate for recording on behalf of the Association.

ARTICLE V

Operation of the Condominium

Section 5.01. Determination of Common Expenses and Fixing of Common Charges. 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 percentage of undivided ownership in common elements-as established by the Declaration, as amended from time to time, except that any common expense benefitting fewer than all of the units shall be assessed exclusively against the units benefitted. The common expenses shall include, among other things: (a) the costs of repairs and maintenance of the common elements and limited common elements and (b) 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 Section 5.09 and the fees and disbursements of the Insurance Trustee, if any, and (c) such amounts as the Board of Directors deems 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 replacements, 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. Notwithstanding the above, any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned equally, or in any other proportion that the Declaration provides. Within 30 days after adoption of any proposed budget for the condominium, the Board of Directors shall provide a summary of the budget to all the unit owners and all eligible mortgage holders (as defined in section 6.01) and shall set a date for a meeting of the owners to consider ratification of the budget not less than 14 nor more than 30 days after the mailing of the summary. Unless at that meeting a majority of all the unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board. The Board of Directors shall advise all unit owners, promptly, in writing, of the amount of common charges payable by each of them, as determined by the Board of Directors, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 5.02. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 5.01 on a monthly basis. Declarant shall be responsible for such common charges for all units owned by Declarant. The first assessment of common charges shall be due on the first

day of the first month following the closing of the sale of the first unit. Declarant shall pay such common funds to the Association with respect to units owned by Declarant within 60 days following the closing of the sale of the first unit. Declarant shall establish a working capital fund at or before the sale of the first unit and shall collect from such first unit purchaser and pay over to the Association to be kept in a segregated fund a contribution toward a working capital fund equal to at least two months of estimated common charges for such unit. Upon the closing of the sale of each other unit a similar charge shall be collected from each purchaser and paid over to the Association, provided Declarant shall advance and pay such charges to the Association within 60 days of the date of the closing of the sale of the first unit on behalf of any units still owned by it. Declarant shall be reimbursed by unit owners who purchase units more than 60 days after the sale of the first unit for advances to the working capital fund. The contributions to the working capital fund shall not be in lieu of the regular monthly assessments. Declarant shall be reimbursed from each purchaser of a unit the amount of funds in the Association's treasury pertaining to the unit purchased including ordinary common assessments and contributions to the working capital fund.

Section 5.03. Collection of Assessments. The Board of Directors shall take prompt action to collect any common charge due from any unit owners which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5.04. Default in Payment of Common Charges. 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 unit owner shall be obligated to pay interest at the rate established by the Board of Directors annually, not exceeding 18% per annum on such common charges from the due date thereof, together with all expenses, including attorney's 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 attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by the provisions of the Maine Condominium Act.

Section 5.05. Foreclosure of Liens for Unpaid Common Charges. 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 the same.

Section 5.06. Statement of Common Charges. The Board of Directors shall, within ten (10) days of receiving a written request by a unit owner, provide that unit owner a recordable statement setting forth the amount of unpaid assessments currently levied against that owner's unit.

Section 5.07. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

a.) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass provided, however, the Board of Directors shall not alter or demolish any items of construction before instituting appropriate judicial proceedings;

b.) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the cost, including attorney's fees, of such unit owner;

c.) 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 violates those rules and regulations, to suspend such use by any such person for violation of such rules and regulations for a period not to exceed thirty (30) days for any single violation.

d.) To levy summary charges against a unit owner for such violation, in addition to any damages, provided that no summary charges may be levied in excess of the amount equal to one month's common charges for any one violation; but each day a violation continues after notice, it will be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the unit owner or owners involved as if the charge were a common charge owed by the particular unit owner or owners.

Section 5.08. Maintenance and Repairs.

(a) All maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible to the Association for all damages to any and all other units and/or to the common elements caused by his failure to perform the foregoing maintenance

and repairs.

(b) All maintenance, repairs and replacements to the common elements shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

(c) All maintenance, repairs and replacements to the limited common elements shall be made by the Board of Directors and be charged to the unit owners to which those limited common elements are assigned equally, or in any other proportion the Declaration provides.

(d) Notwithstanding paragraph (b) above, all maintenance, repairs and replacements to those common elements which benefit fewer than all of the unit owners shall be assessed against the units benefitted.

Section 5.09. Insurance.

(a) Power of Attorney. The Association is hereby irrevocably appointed as attorney-in-fact for each unit owner and for each holder of a mortgage or other lien upon a unit and for each owner of any other interest in the property for the purpose of purchasing and maintaining insurance as set forth in subsection (c) below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

(b) Insurance Trustee. The Association shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee. The duty of the Insurance Trustee shall be to receive, hold or otherwise properly dispose of, proceeds of insurance in trust for unit owners and their mortgagees as their interests may appear.

(c) Types and Amounts. Commencing not later than the time of the conveyance of the first unit to a person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below in subsections (c) (1) , (c) (2) , (c) (4) and (c) (5) . The Association shall obtain and maintain fidelity bond insurance as provided in subsection (c)(3). Except as otherwise provided, the premiums for all such insurance policies shall be a common expense.

1. Hazard Insurance.

(A) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Board of Directors may determine provides equal or greater protection for the unit owners and their mortgagees, if any, in each case complying with the applicable requirements of subsection (d). Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the common

elements (including the limited common elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the units. Such insurance shall also cover within each unit the wall and ceiling sheetrock; plaster or other covering, the interior wall covering (including wallpaper, paint, or the like), floor underlayment and permanently installed finish flooring (including wood, linoleum, tile, carpeting, or the like) and all permanently installed fixtures. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The Association shall give notice if such insurance is unavailable by mail to all unit owners. The amount of any such hazard insurance obtained pursuant to this Section shall be reviewed annually and shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage, but including all building service equipment), with an "agreed amount endorsement" or its equivalent, if available, and an "inflation guard endorsement," if available, and construction code endorsements, if applicable and to the extent required by the Federal National Mortgage Association, and if appropriate a Steam Boiler and Machinery Coverage Endorsement which provides that the insurer's minimum liability per accident at least equals the lesser of $2,000,000 or the insurable value of the building(s) housing the boiler or machinery. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all eligible mortgages in effect from time to time.

(B) Such hazard insurance shall afford protection against at least the following:

(i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

(iii) such other risks as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation may require by reason of their holding one or more eligible mortgages.

(C) Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Board of Directors but not to exceed the lesser of Ten Thousand Dollars ($10,000.00) or 1% of the policy face amount.

2. Comprehensive Liability Insurance.

(A) Comprehensive Liability Insurance policies, complying with the requirements

of subsection (d) hereof, insuring the unit owners, in their capacity as unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other unit owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the common elements and any part thereof, the public ways of the project, any other areas under the Association's supervision, and commercial spaces owned by the Association whether or not leased to some third party.

(B) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner.

(C) Limits of liability shall be at least one Million Dollars ($1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence.

(D) Coverage under this policy shall include legal liability (excluding liability for worker's compensation claims) arising out of lawsuits related to employment contracts of the Association.

3. Fidelity Bonds.

(A) Fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a managing agent, such bonds or insurance coverage shall include officers, employees and agents of such managing agent, or such managing agent shall provide equivalent coverage to the Association.

(B) Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half (1 1/2) times the Association's estimated annual operating expenses, including reserves.

(C) In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(D) Such fidelity bond or insurance shall also

(i) name the Association as an oblige;
(ii) contain waivers by the issuers of the bonds of all defenses based

upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(iii) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and all eligible mortgagees.

4. Indemnification of Directors.

Insurance to satisfy the indemnification obligation of the Association and all unit owners if and to the extent available at the election of the Board of Directors.

5. Flood Insurance. If part of the project is in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as common expense. The policy shall cover common area buildings and other common property. The building coverage should equal 100% of the insurable value of the building, including machinery and equipment that are part of the building. The contents coverage shall include 100% of the insurable value of all contents, including any machinery and equipment that are not part of the building, but which are owned in common by the Association members. The maximum deductible amount is the lesser of $5,000 or 1% of the policy face amount. Funds to cover this deductible amount should be included in the Association's operating reserve account.

6. Other Insurance.

The Association may carry any other insurance it deems appropriate to protect the Association or the unit owners.

(d) Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(1) All policies shall be written with a company licensed to do business in the State of Maine.

(2) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its authorized representative.

(3) With respect to the insurance policies issued to the Association and covering all or any part of the property, the Association shall endeavor to cause such policies to provide that:

(A) the enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the association, any managing agent, the unit owners and their respective tenants, employees, agents,

customers and guests, such subrogation being hereby waived;

(B) such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more unit owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to the Association, any Insurance Trustee, each unit owner and all holders of eligible mortgages whose names and addresses are on file with the insurer;

(C) any "no other insurance" clause in such policies shall not prohibit unit owners from obtaining insurance on their individual unit provided such insurance policy conforms with the requirements of this section.

(D) the name of the insured under each policy required pursuant to this section shall be stated in form and substance substantially as follows: "Pine Hill Condominium Owners' Association for the use and benefit of the individual owners of the Units contained in Pine Hill Condominium." The policies may alternatively be issued in the name of an authorized representative of the Association, including any Insurance Trustee, or any successor to such Trustee, for the use and benefit of the individual owners, as provided for in subsection (b) above.

(E) loss payable under each policy required pursuant to this Section shall be in favor of the Association or Insurance Trustee (if an Insurance Trustee has been appointed by the Board of Directors pursuant to subsection (b)), as a trustee for each unit owner and each such owner's mortgagees as their interests may appear. Policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) or shall otherwise be endorsed to protect fully all mortgagees' interests. If the Federal National Mortgage Association holds one or more mortgages, the policies must name as mortgagee either the Federal National Mortgage Association or the servicers for the Eligible Mortgages it holds; such servicer's name shall be followed by the phrase "its successors and assigns."

(F) coverage may not be prejudiced by: (1) any act or negligence of one or more owners of units when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(G) all policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior

written approval of the Board of Directors (or any Insurance Trustee), or (ii) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(H) insurance coverage obtained and maintained by the Association pursuant to the requirements of this Section may not be brought into contribution with insurance purchased by unit owners or their mortgagees.

(I) insurance coverage obtained and maintained by the Association pursuant to the requirements of this Section shall provide that no assessment may be made against mortgagees or may become a lien on the mortgaged premises superior to the lien of any mortgagees.

(J) any Insurance Trustee designated by the Association shall be recognized.

(K) all policies shall have provisions required by 33 M.R.S.A. § 1603-113.

(L) the policies carried pursuant to Paragraphs (c)(1.) and (c)(2.) above must provide that if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary coverage.

(e) Unit Owner's Insurance.

1. Each unit owner may obtain additional insurance at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in the Condominium Instruments; and (ii) no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the property at any particular time.

2. Any unit owner who obtains individual insurance policies covering any portion of the property, other than: (i) personal property belonging to such owner; or (ii) the individual unit of such owner, shall be required to file a copy of such individual policy or policies with the Association with thirty (30) days after purchase of such insurance.

3. The Board of Directors shall have the power to require all unit owners to carry such types of insurance on their units as the Board of Directors may reasonably require, including, without limitation, insurance on all portions of the units.

Section 5.10. Repair or Reconstruction After Condemnation or Destruction. Each unit owner appoints the Association its attorney-in-fact to act for him in the event of a partial or

total condemnation or destruction of the property, the common elements and facilities. With respect to any proceeds payable to a unit owner or to the Association as a result of partial or total condemnation or destruction by fire or other casualty of the common elements and facilities, each unit owner and the Association appoint the Association trustee to receive such proceeds for the benefit of the unit owners and their mortgage holders. The trustee shall use such funds for the repair and restoration of the property or shall distribute the funds to the appropriate unit owners or their mortgagees as their interests may appear in accordance with the provisions below and section 1603-113 of the Condominium Act.

(a) 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 condemnation or destruction as a result of fire or other casualty of substantially all the Property and, thereafter, unit owners owning an aggregate of eighty percent (80%) of the total common interest 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.

(b) 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 condemnation or destruction as a result of fire or other casualty of the Property, or, if the vote against proceeding with repair or restoration, as provided in Section 5.10(a), is not sufficient, then in either event the Board of Directors as agents for the trustee shall arrange for the prompt repair and restoration of the units, as well as any other buildings, and the Board of Directors as agents for the trustee 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 all the unit owners for such deficit as part of the common charges.

(c) Repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings, and such improvements and fixtures as may have been installed by any particular unit owner, 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 fifty-one percent (51%) of the Units 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. Approvals shall not be withheld unreasonably.

Section 5.11. Restrictions on Use of Units. 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) The units shall be used only as residences and for reasonable, temporary nonresidential uses permitted by the Board of Directors.

(b) The common areas shall-be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents. The keeping of pets and animals shall be governed by the rules and regulations of the Association.

(d) No 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 Association, whichever shall have the obligation to maintain or repair such portion of the property.

(e) All rental agreements shall be in writing and shall make the tenants' occupancy subject to the Declaration, By-Laws and rules and regulations. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a unit and thereafter no unit owner shall execute a lease of his own unit unless it complies with such resolution.

(f) No Unit owner shall make any structural addition, alteration or improvement in or to any-building except as provided in the Declaration, concerning reserved development rights.

(g) No limited common element may be used for the storage of products which shall be deemed extra hazardous for insurance purposes, nor for the storage of materials which create a hazard to the health to occupants of the units.

(h) In addition to the foregoing, rules and regulations concerning the use of the units and the common and limited common elements 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.

Section 5.12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations or improvements, costing in excess of $10,000, and the making of such additions, alterations or improvements shall have been approved by a majority in interest of the unit owners and by all mortgagees of Declarant on 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 $10,000 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 5.13. Additions, Alterations or Improvements by Unit Owners. Except as provided in the Declaration, no unit owner shall make any structural addition, alteration or improvement in or to any building nor shall he 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 or the Architectural and Grounds Committee of the Condominium should one have been appointed by the Board of Directors. The Board of Directors and/or the Architectural and Grounds Committee, should one have been appointed by 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 do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. The provisions of this Section 5.13 shall not apply to units owned by Declarant until such units shall have been initially conveyed by Declarant.

Section 5.14. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, reasonably necessary for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements and facilities in his unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency such right of entry shall be immediate, whether the unit owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 5.14, any costs of repairs shall be borne in accordance with the provisions of Section 5.01.

Section 5.15. Alienation of Common Elements. The Association, on behalf of the unit owners, may contract to sell real estate interests in the Condominium or subject real estate to a security interest if persons entitled to cast at least 80% of the votes allocated to units not owned by the Declarant approve such action. Portions of the common elements may be conveyed or encumbered in accordance with this section, provided that the consent of all owners of units to which any limited common element is allocated must consent to the conveyance or encumbrance of that limited common element. All actions to convey or encumber real estate in the Condominium approved under this section shall be effected in accordance with 33 M.R.S.A. § 1603-112.

ARTICLE VI

Mortgages

Section 6.01. Notice to Board of Directors. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units." Nothing contained in this Section 6.01 shall prevent the mortgagee from filing said conformed copy of the mortgage with the Board of Directors.

Section 6.02. Notice to Mortgagees of Unpaid Common Charges, Etc. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit. In particular, upon the request of a first mortgagee, the Association shall give such first mortgagee notice of any condemnation or casualty loss affecting a material portion of the Condominium or the unit securing the mortgage; any 60-day delinquency in payment of a common assessment owed by the unit securing the mortgage; any lapse, cancellation or material modification of any insurance policy maintained by the Association; and any proposed action requiring first mortgagee consent under Article XI of these Bylaws.

In addition to the foregoing, the Board of Directors shall send reasonable prior written notice by prepaid United States mail to eligible mortgage holders (as defined in section 1602-119(b) of the Act) of the consideration by the Association of the following proposed actions:

a) termination of the condominium pursuant to section 1602-118 of the Act;

(b) a change in the allocated interest of a unit, a change in the boundaries of a unit or a subdivision of a unit;

(c) the merger or consolidation of the condominium with another condominium;

(d) the conveyance or subjection to a security interest of any portion of the common elements;

(e) the proposed use of any proceeds of hazard insurance required to be maintained by the Association under section 1603-113(a) of the Act for purposes other than repair or restoration of the damaged property;

(f) the adoption of any proposed budget by the Association under section 1603-103(c) of the Act and the date of the scheduled unit owners meeting to consider ratification thereof (a summary of the proposed budget shall accompany this notice);

(g) any default in the performance or payment by a unit owner of any obligations under the Declaration, including, without limitation, default in the payment of common expense liabilities.

Section 6.03. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or ether default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors, but the Board of Directors shall have no responsibility for failure to give such notice to the mortgagee of such unit.

Section 6.04. Examination of Books_ The Association shall have current copies of the Declaration, Bylaws and Rules and Regulations and all financial records available for examination by unit owners and by holders, insurers and guarantors of first mortgages secured by units in the Condominium during normal business hours or under other reasonable circumstances. Each unit owner and each holder, insurer and guarantor of a mortgagee of a unit shall be permitted to examine the books of account of the Condominium Association at reasonable times, on business days, but not more often than once a month. Any holder, insurer or guarantor of a mortgage may have audited financial statements prepared at its own expense.

ARTICLE VII

Partition

Section 7.01. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Directors or Its Designee on Behalf of All Unit Owners as Tenants in Common. In the event that a unit shall be acquired by the Board of Directors, or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

ARTICLE VIII

Tort Liability

Each unit owner shall be deemed to have released and exonerated each other unit owner and the Condominium Association, and the Condominium Association shall be deemed to have released and exonerated each unit owner, from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of liability insurance carried by a unit owner or by the Condominium Association.

ARTICLE IX

Records

Section 9.01. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners and financial records and books of account for the Condominium Association, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon and the balance remaining unpaid, and all other records required under the Unit Ownership Act.

Section 9.02. Statement. A written report summarizing all receipts and expenditures of the Condominium Association shall be rendered by the Board of Directors to all unit owners at least semi-annually.

Section 9.03. Annual Report. An Annual Report of the receipts any expenditures of the Condominium Association shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units whose names appear in the record maintained under Section 6.01 hereof.

Section 9.04. Examination of Records. The Board of Directors or manager shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and facilities and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for examination by the unit owners and holders, insurers and guarantors of first mortgagees at convenient hours of weekdays.

ARTICLE X

Miscellaneous

Section 10.01. Notices. 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 and to all mortgagees of units. All notices to any unit owner shall be sent by ordinary prepaid mail to the unit address or to such other address as may have been designated by any unit owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be sent by ordinary prepaid mail to their respective addresses, as designated by the unit owner 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 10.02. 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 10.03. 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 10.04. 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 10.05. 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.

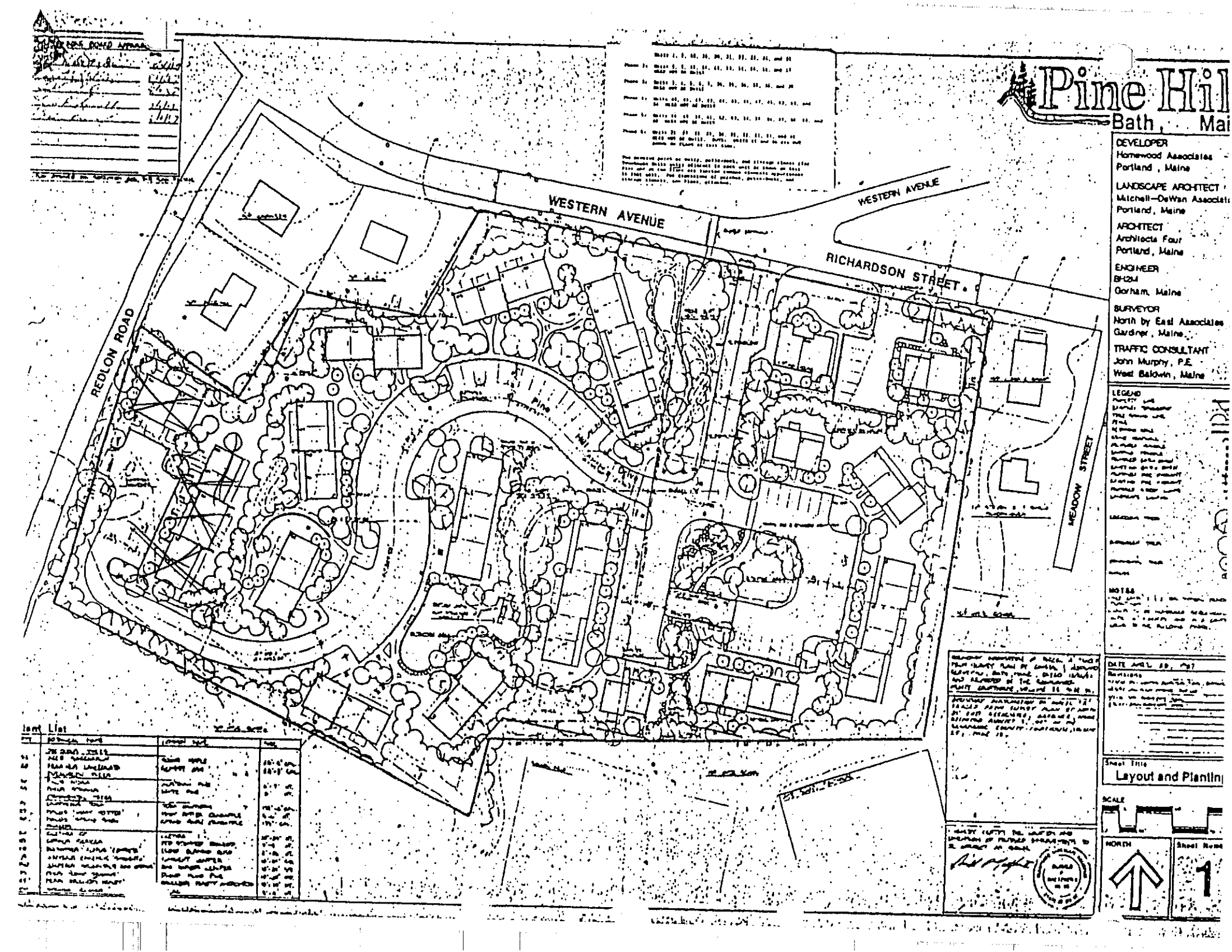
Section 10.06. Conflict. These Bylaws are intended to comply with the requirements of the Maine Condominium Act and the Maine Non-profit Corporation Act. In the event of any conflict between these Bylaws and the provisions of such Acts or of the Declaration, the provisions of such Acts or of the Declaration, as the case may be, shall control.

ARTICLE XI

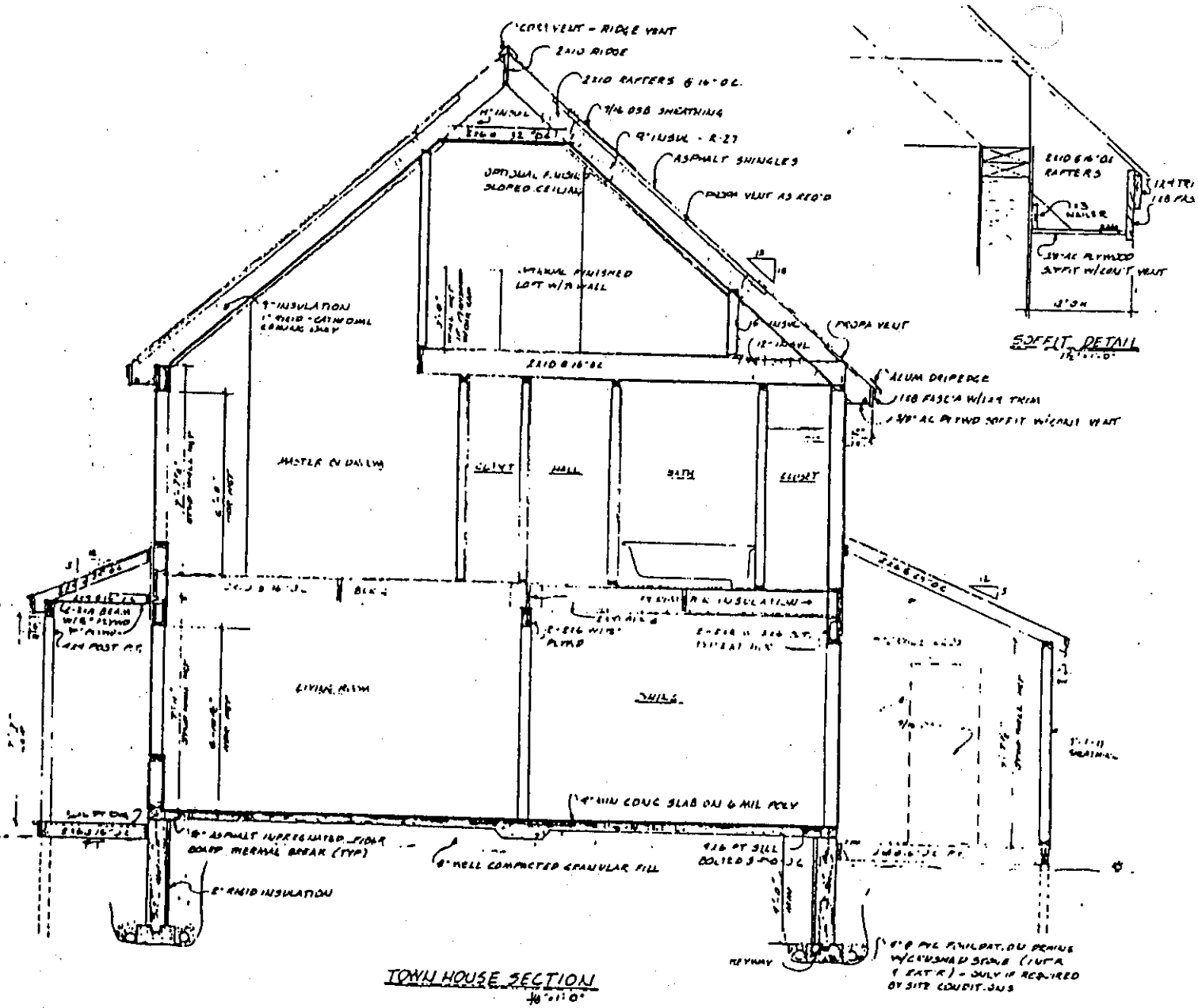
Amendments

These Bylaws may be altered, amended or added to 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 at least 67% of the total allocated votes in the Owners' Association; and (3) that the amendment be approved in writing by the holders of first mortgages encumbering fifty-one percent (51%) of the votes of units that are subject to mortgages and by all mortgagees of Declarant on one or more units. 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. Mortgagee consent must be obtained for material amendments to the Declaration of Condominium or Bylaws, including changes in: voting rights; assessments, assessment liens and the subordination thereof; reserves for maintenance, repair or replacement of common areas; reallocation of interests in common areas or rights to their use; unit boundaries and convertibility of units into common areas or vice versa; expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; provisions relating to insurance or fidelity bonds; provisions referring to the leasing or rental of units; provisions relating to an owner's right to sell or transfer his unit; provisions relating to a change in management of the Condominium from

professional management to self-management; repair or restoration of the project after damage or condemnation in a manner different than provided in the Bylaws; provisions benefiting mortgage holders, insurers or guarantors; termination of the legal status of the Condominium after destruction or condemnation. When termination of the legal status of the project is proposed for reasons other than substantial damage or condemnation, then the consent of the holders of first mortgages encumbering 67% of the votes of the mortgaged units and all mortgagees of the Declarant on one or more units shall be required. Mortgagees shall be deemed to have assented to any proposed amendment to the Declaration of Condominium or these Bylaws which is of a non-material nature by failing to respond to a written proposal for an amendment within 30 days after the proposal is made. No amendment made to these Bylaws shall be contrary to Chapter 6 of Title 13-B of the Maine Revised Statutes.


Pine Hil
Bath, Mai
WESTERN AVENUE
WESTERN AVENUE
RICHARDSON STREET
REDLON ROAD
MEADOW STREET
DEVELOPER
Homewood Associates
Portland, Maine
LANDSCAPE ARCHITECT
Mitchell–DeWan Associat
Portland, Maine
ARCHITECT
Architects Four
Portland, Maine
ENGINEER
BH2M
Gorham, Maine
SURVEYOR
North by East Associates
Gardiner, Maine
TRAFFIC CONSULTANT
John Murphy, P.E.
West Baldwin, Maine
LEGEND
NOTES
Sheet Title
Layout and Plantin
SCALE
NORTH
Sheet Num
1

Some of the employees of Diverse Drafting & Design Associates, Inc. are engineers or surveyors. All dimensions and specifications should be [illegible] by client and/or contractor before actual construction be[illegible]. If dimensions and specifications are not verified by client and/or contractor before actual construction begins Diverse Drafting & Design Associates, Inc. will be held harmless. Diverse Drafting & Design Associates, Inc. assumes no liability for changes and/or revisions made to plans by the client and/or contractor.



TOWN HOUSE SECTION
1/8" = 1'-0"

NOTES:
FOR RESERVED DEVELOPEMENT RIGHTS SEE SECTION 2.1 OF DECLARATION

LEGEND
- - - - OPTION ITEMS
——— HEAVY LINE DENOTES UNIT BOUNDRIES
UON UNLESS OTHERWISE NOTED

ALL UNITS EXCEPT 2, 61, 64, 54, 26, 55, 60, 65, & 66 TO BE TOWNHOUSE STYLE UNITS DRAWINGS SHOW MIRROR IMAGES. DECLARANT HAS NOT DETERMINED WHICH LAYOUT WILL APPLY TO INDIVIDUAL UNITS AT THIS TIME.

DIVERSE DRAFTING & DESIGN, Assoc. Windham, Me.

PINE HILL CONDOMINIUMS
BATH, MAINE

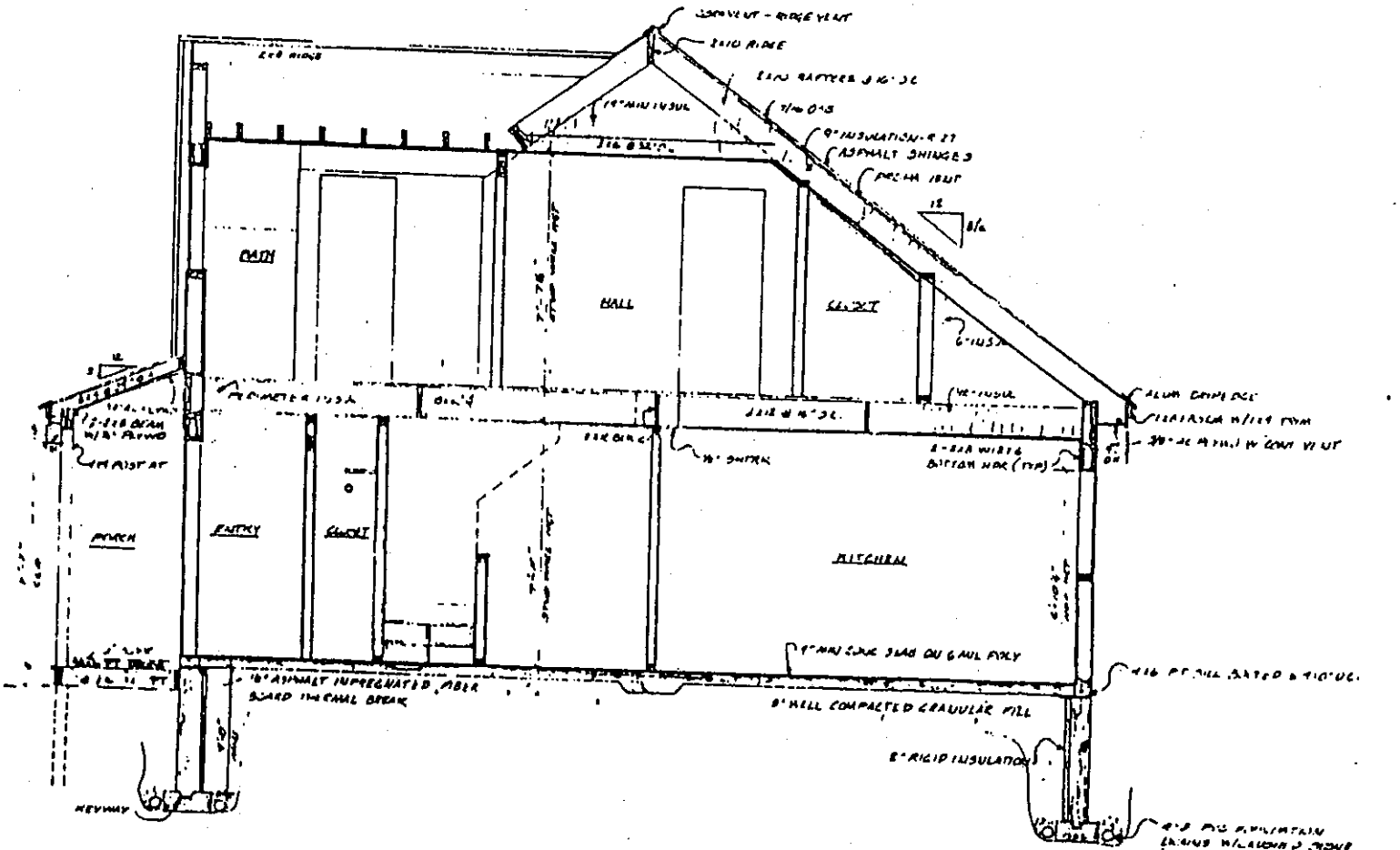
SCALE: AS NOTED | APPROVED BY: | DRAWN BY: DLS
DATE: 7 Aug 87 | REVISED

CUSTOM BUILT HOMES OF MAINE, INC.
WINDHAM, MAINE

TOWNHOUSE SECTION - [illegible] | DRAWING NUMBER 8 OF 13

CHAT-33

Inc. are engineers or land surveyors. All dimensions and specifications should be [illegible] ed by client and/or contractor before actual construction [illegible] If dimensions and specifications are not verified by [illegible] and/or contractor before actual construction begins Diverse Drafting & Design Associates, Inc. will be held harmless. Diverse Drafting & Design Associates, Inc. assumes no liability for changes and/or revisions made to plans by the client and/or contractor.



NOTE
FOR RESERVED DEVELOPMENT RIGHTS
SEE SECTION 21 OF DECLARATION

LEGEND
- - - - OPTION ITEMS
——— HEAVY LINE DENOTES UNIT BOUNDARIES

* FOR GENERAL NOTES SEE TOWNHOUSE SECTION

DIVERSE DRAFTING & DESIGN, INC. Windham, Me.

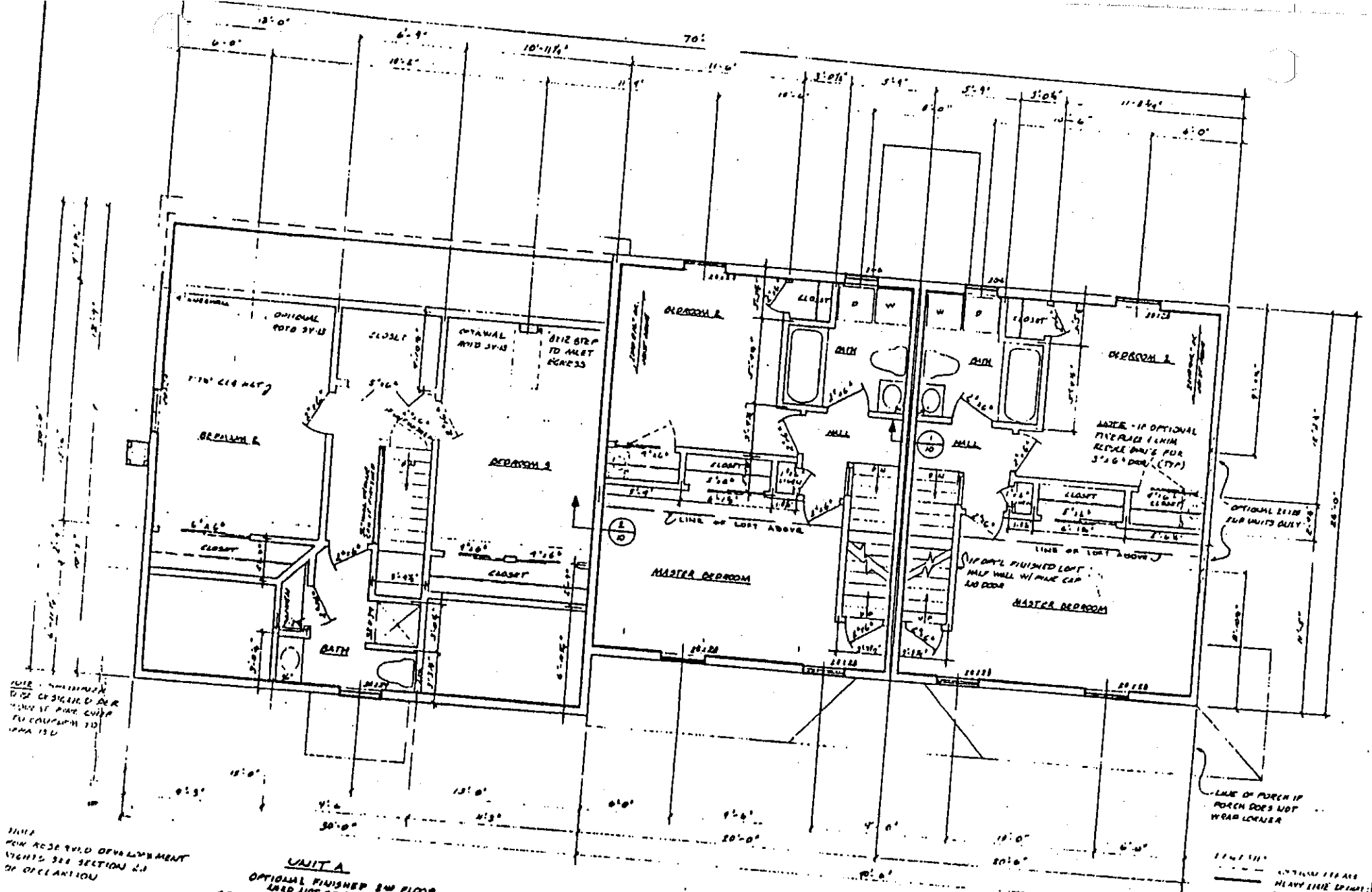
PINE HILL CONDOMINIUMS
BATH, MAINE

SCALE: 3/8"=1'-0" | APPROVED BY: | DRAWN BY CR E
DATE: 7 Aug 87 | REVISED

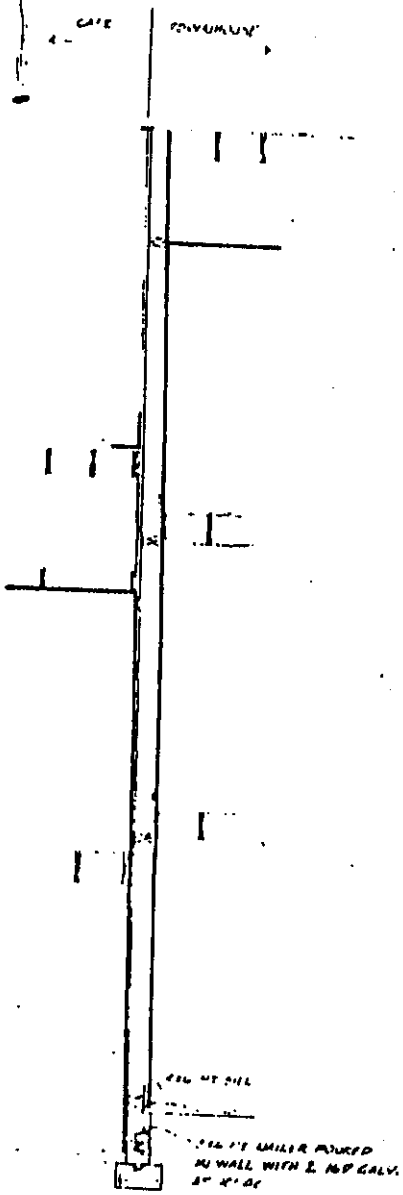
CUSTOM BUILT HOMES OF MAINE, INC.
WINDHAM, MAINE

CAPE SECTION - [illegible] | 9 OF 13

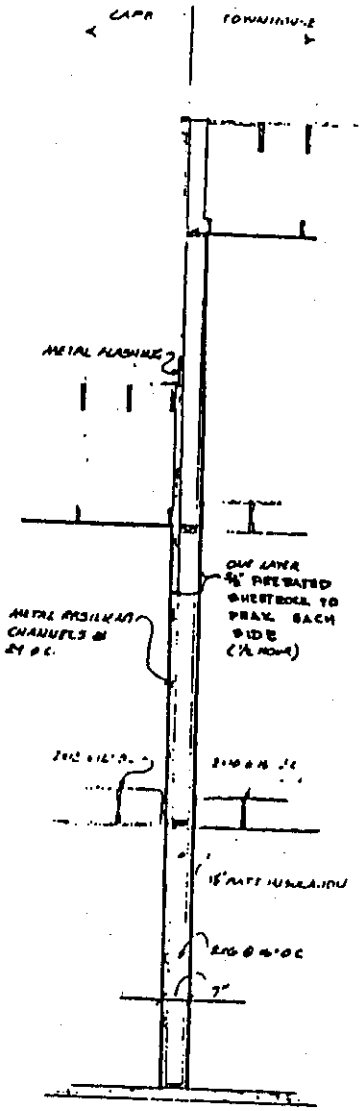
dr87-03


BEDROOM 2
BEDROOM 3
MASTER BEDROOM
BATH
CLOSET
HALL
LINE OF LOFT ABOVE
LINE OF PORCH IF PORCH DOES NOT WRAP CORNER
UNIT A
OPTIONAL FINISHED 8W FLOOR AREA NOT OR BUILT
CAPE STYLE (UNITS 2, 61, 64, 39, 26, 35, 60, 55, 166)
"PEACHTREE WINDOWS"
UNIT A
ALL UNITS EXCEPT 2, 61, 64, 39, 26, 35, 60, 45, 166 TO BE TOWNHOUSE STYLE UNITS
DRAWINGS SHOW MIRROR IMAGES: DEVELOPMENT HAS NOT DETERMINED WHICH LAYOUT WILL APPLY TO INDIVIDUAL UNITS AT THIS TIME.
DIVERSE DRAFTING & DESIGN ASSOC. Windham, Me.
PINE HILL CONDOMINIUMS
BATH, MAINE
CUSTOM BUILT HOMES OF MAINE, INC.
WINDHAM, MAINE
SECOND FLOOR PLAN - UNIT
6 OF 11
6887-03

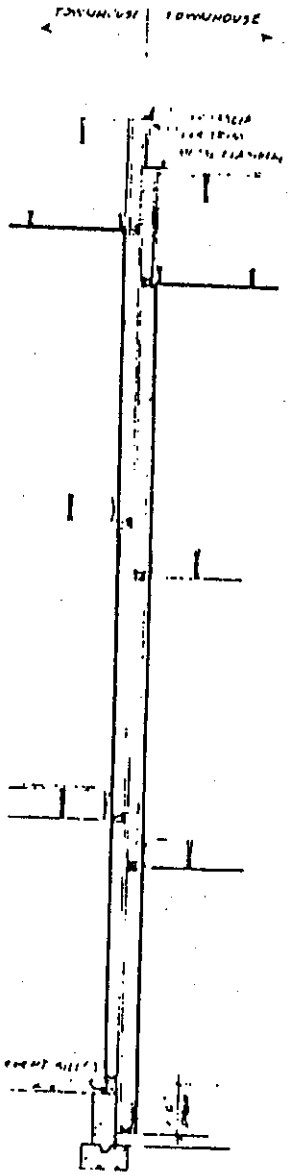
... surveyors. All dimensions and specifications should be verified by client and/or contractor before actual construction be... If dimensions and specifications are not verified by c... and/or contractor before actual construction begins Diverse Drafting & Design Associates, Inc. will be held harmless. Diverse Drafting & Design Associates, Inc. assumes no liability for changes and/or revisions made to plans by the client and/or contractor.



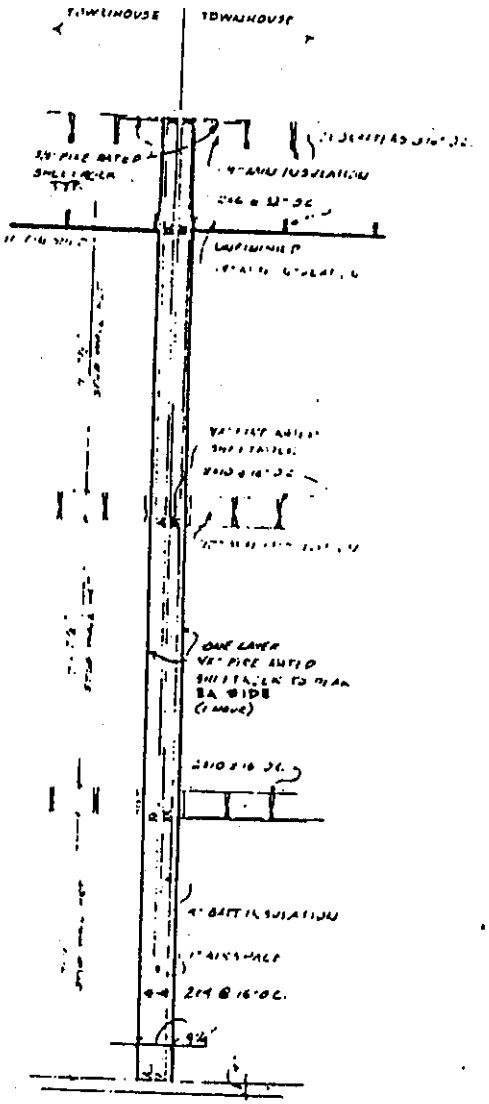
WALL SECTION SIMILAR (2/SE1)



WALL SECTION (2/SE1)



WALL SECTION SIMILAR (1/SE1)



WALL SECTION (1/SE1)

NOTE
FOR RESERVED DEVELOPEMENT
RIGHTS SEE SECTION 8.1 OF DECLARATION

* FOR GENERAL NOTES SEE TOWNHOUSE SECTION PAGE 8

LEGEND
- - - - OPTION ITEMS
——— HEAVY LINES ... UNIT BOUNDRIES

DIVERSE DRAFTING & DESIGN, INC. Windham, Me.

PINE HILL CONDOMINIUMS
BATH, MAINE

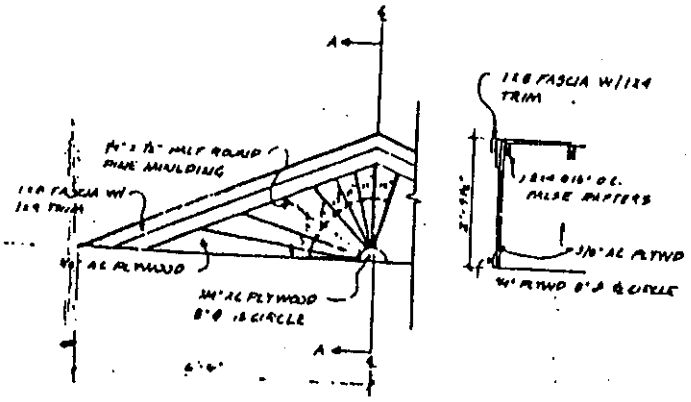
SCALE: 1/2" = 1'-0"
DATE:
APPROVED BY:
DRAWN BY: D. E.
REVISED

CUSTOM BUILT HOMES OF MAINE, INC.
WINDHAM, MAINE

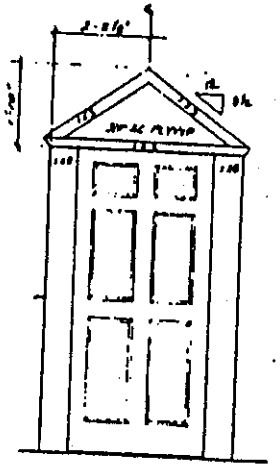
WALL SECTIONS - 3

DRAWING NUMBER 10 OF 13

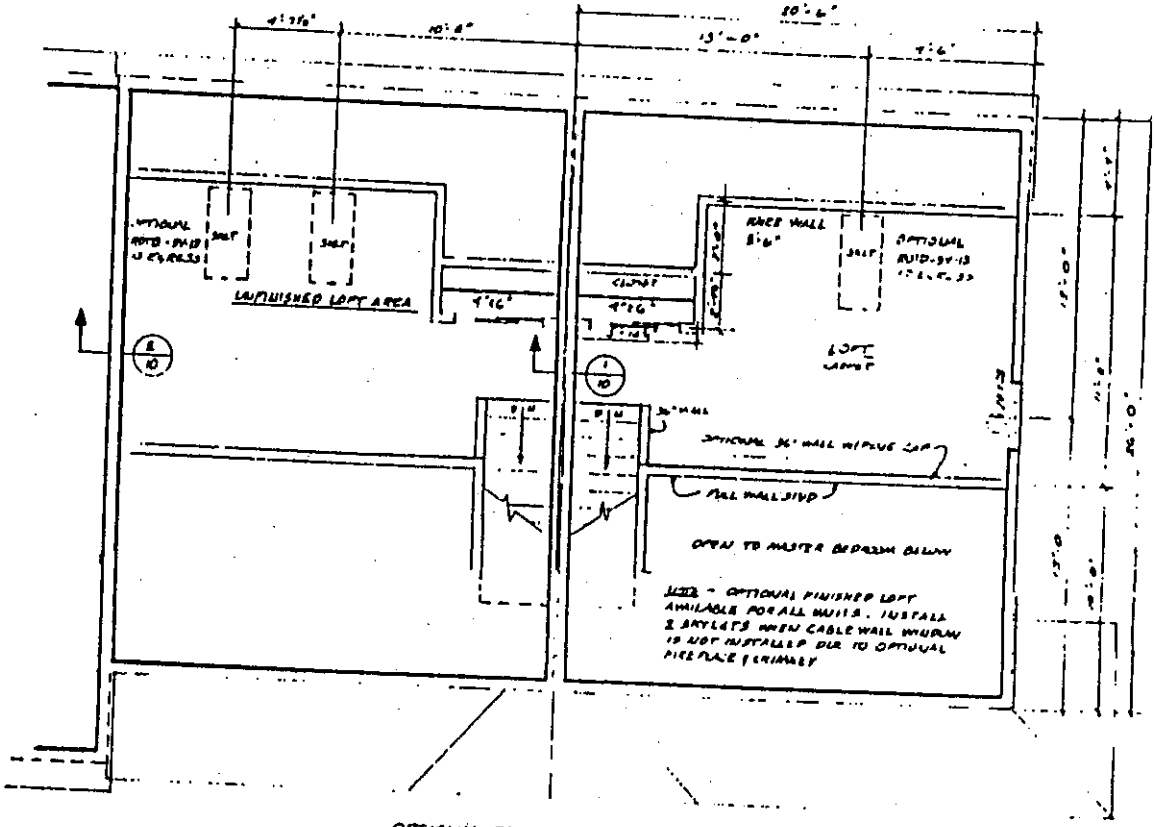
Some of the employees of Diverse Drafting & Design Associates, Inc. are engineers and surveyors. All dimensions and specifications should be verified by client and/or contractor before actual construction begins. If dimensions and specifications are not verified by client and/or contractor before actual construction begins Diverse Drafting & Design Associates, Inc. will be held harmless. Diverse Drafting & Design Associates, Inc. assumes no liability for changes and/or revisions made to plans by the client and/or contractor.



PORCH GABLE ROOF DETAIL
1/2"=1'-0"
CAPE PEAK DETAIL SIMILAR



DOOR TRIM DETAIL
1/2"=1'-0"



OPTIONAL TOWNHOUSE LOFT PLAN
1/4"=1'-0"
NEED NOT BE BUILT

ALL UNITS EXCEPT 2, 61, 64, 54, 26, 33, 60, 63, & 66 TO BE TOWNHOUSE STYLE UNITS DRAWINGS SHOW MIRROR IMAGES! DECLARANT HAS NOT DETERMINED WHICH LAYOUT WILL APPLY TO INDIVIDUAL UNITS AT THIS TIME.

"PEACHTREE WINDOWS"

NOTE
FOR RESERVED DEVELOPEMENT RIGHTS SEE SECTION 2.1 OF DECLARTION.

LEGEND
- - - - OPTIONAL ITEMS
——— HEAVY LINE DENOTES UNIT BOUNDRIES

NOTE - SPRINKLER TO BE DESIGNED PER REQUEST FIRE CHIEF & TO CONFORM TO NFPA 13

DIVERSE DRAFTING & DESIGN, ASSOC. Windham, Me.

PINE HILL CONDOMINIUMS
BATH, MAINE

SCALE: AS NOTED | APPROVED BY: | DRAWN BY: R.S.
DATE: | REVISED

CUSTOM BUILT HOMES OF MAINE, INC.
WINDHAM, MAINE

OPT'L LOFT PLAN/SECTION UNIT | DRAWING NUMBER 7 OF 13

0887-03