ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

The undersigned hereby acknowledges receipt and review of the Public Offering Statement for The Forest Condominium including all items on the attached Exhibit list. The undersigned acknowledges that such receipt and review occurred either (1) prior to the execution of a contract for sale of the hereinafter described Unit or (2) subsequent to the execution of such contract and, if subsequent thereto, the undersigned expressly waives the right to cancel such contract set forth under 33 MRS Section 1604-107. 33 MRS Section 1604-107 allows a prospective purchase of a condominium unit to cancel any contract for sale until receipt and review of the Public Offering Statement. If the Purchaser accepts a conveyance of a Unit, there is no right to cancel thereafter.

Dated: _____, 2026

_____
Purchaser

_____
Purchaser

Unit #_____

PUBLIC OFFERING STATEMENT OF
THE FOREST CONDOMINIUM

NAME OF CONDOMINIUM:	THE FOREST CONDOMINIUM
PRINCIPAL ADDRESS OF CONDOMNIUM:	E. Emerson Cummings Blvd. Old Orchard Beach, ME 04064
NAME OF DECLARANT:	SEACOAST LAND ACQUISITIONS, LLC
PRINCIIPAL ADDRESS OF DECLARANT:	57 Smutty Lane Saco, Maine 04072
EFFECTIVE DATE OF PUBLIC OFFERNG STATEMENT:	As of September 16, 2026

IMPORTANT NOTICE:

The following capitalized statements are made in compliance with Section 1604-103 of the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended.

I. **UNLESS A PURCHASER HAS RECEIVED AND REVIEWED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT, A PURCHASER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT UNDER CERTAIN CIRCUMSTANCES; AND**

II. **IF A PURCHASER ACCEPTS THE CONVEYANCE OF A UNIT, HE MAY NOT CANCEL THE CONTRACT.**

Unless prior to the execution of a contract for sale of a unit, a Purchaser acknowledges in writing receipt and review of such public offering statement, the Purchaser, upon written notice to the Declarant, may cancel the contract at any time prior to conveyance of the unit, unless the purchaser shall, subsequently, expressly and in writing waive such right to cancel after having received and reviewed such public offering statement.

READING THE PUBLIC OFFERING STATEMENT

ALL PORTIONS OF THIS PUBLIC OFFERING STATEMENT SHOULD BE READ AND REVIEWED CAREFULLY BY A PROSPECTIVE PURCHASER PRIOR TO SIGNING AN AGREEMENT OF SALE OR, IF NOT PRIOR TO A SALE, BEFORE A CONVEYANCE OF THE UNIT.

The Declarant's salespersons and other representatives are not permitted to orally change any of the terms or conditions of this Public Offering Statement or of the documents that are part of this Public Offering Statement and may not attempt to interpret their legal effect.

The Condominium:

The Forest Condominium (hereinafter called "Forest") is a condominium project situated in Old Orchard Beach, Maine on a land area of approximately 10.39 acres at and near E. Emerson Cummings Boulevard in Old Orchard Beach, Maine. The condominium was declared on September 11, 2026, and, when fully developed, may consist of 61 Units, although all such Units need not be declared. All declared Units will be in separate wood frame buildings and shall be of six (6) different designs and finish. The construction of six (6) units has been commenced and all declared Units shall be finished by the expiration of the Seven (7) year Development Rights period set forth in the Declaration of The Forest Condominium Declaration. Certain portions of the improvements will be constructed by the Declarant and other portions by either Cozy Construction Concepts, LLC ("Cozy") or S.V.T. Property, Inc. ("SVT"). Cozy will be the Seller of the Units constructed by it and responsible for all warranty matters on such Units. SVT will be the Seller of the Units constructed by it and responsible for all warranty matters on such Units.

The Condominium Documents:

Attached as Exhibits to this Public Offering Statement are copies of the recorded Condominium Declaration, and By-Laws. The condominium has been created under the terms of the Maine Condominium Act and will be subject to that Act. You should make yourself familiar with the terms of all attached documents as they affect your use and enjoyment of your unit.

The unit is defined in the Condominium Declaration and is that area between three (3) feet below the lowest exterior portion of foundation of the building which contains the unit, three feet above the upper exterior of the highest point of the roof and chimney structure and extending three feet outside the most exterior surface of the exterior walls or roof overhang of the building containing the Unit. You are responsible for the maintenance, repair and replacement of all improvements between these areas including but not limited to, roofing and siding materials, foundation, both interior and exterior portions of the Unit, interior and exterior portions of the heating system and all doors, windows, storm windows, glass walls and frames,

sills and thresholds are part of a Unit. All other areas are common elements and limited common elements.

Limited common elements are to be maintained by the unit owner or owners who have exclusive rights to use such elements.

Common elements are these portions of the condominium which are not a part of the unit or a limited common element. Common elements are maintained by all unit owners through the owner's association. Examples of common elements are the lawn, accessways and non-designated parking areas.

The By-Laws of the Association provide for the management of the Condominium association. A five member Board will be elected from the unit owners when 75% of the units that can be created have been sold or at such earlier time as the Declarant shall choose or upon the expiration of the Declarant's right to create additional Units. Until such time the management of the association will be with the Declarant.

The Declarant is providing no services to the condominium which are not reflected in the proposed budget. The proposed budget is based upon a total of 61 units. At such time as development rights are exercised to create additional units the annual assessments may change. At the option of the Declarant no monthly assessments may be made until a later date. In that event the Declarant shall pay all common expenses of the Condominium.

Initially, each purchaser of a unit will pay two months estimated assessments to the association towards a working capital fund. This sum will not be refunded at the sale of the unit.

At present there is a mortgage to Big Ledge, LLC which encumbers the Condominium. Arrangements have been made with the Lender to secure partial releases of Units to be sold upon the payment of a fixed sum. There are no other liens affecting title to the condominium. There are certain utility easements which affect the premises as well as easements to and from the Town of Old Orchard Beach. Further the development of the Condominium required certain approvals of the Maine Department of Environmental Protection. These are more particularly described in Schedule A to the attached Condominium Declaration. Copies will be provided upon request. It is anticipated that the usual utility easements will be granted and that there may be a construction mortgage. At the sale of the unit, the unit will be released from the terms of any mortgages.

The Declarant is offering no financing of the purchase of the unit.

There are no unsatisfied judgments or pending suits against the association or material to the condominium.

Any deposits made in connection with the purchase will be held in escrow until closing and will be returned to purchaser if the contract is cancelled pursuant to 33 M.R.S.A. S 1604-107. The name and addresses of the escrow agent are set forth on Exhibit 7.

The condominium declaration provides that the association must maintain insurance on the common elements in an amount sufficient to rebuild the common elements. This is billed as part of the monthly assessments.

It is anticipated that there will be no charges made for the use of common areas, except for the normal monthly condominium fee.

No portions of the common elements may be alienated pursuant to 33 M.R.S.A. S 1603-112, except upon a vote of the association and owners pursuant to that section.

The Declarant has made financing arrangements with a Lender in an amount sufficient to finalize the project.

The Declaration contains restrictions with respect to pets and authorizes the Board of Directors of the Association to create and enforce such additional Rules and Regulations with respect to the same upon notice to the Unit Owners.

Either Cozy Construction Concepts, LLC or S.V.T. Property, LLC shall be the actual builder of the Unit and any required warranties under the terms of the Maine Condominium Act or other applicable laws, ordinances or regulations shall come from the entity that builds the Unit.

Reserved Declarant Rights:

The Declarant has reserved the right to create fewer than 61 Units at the time of Declaration and to declare an additional Unit from time to time either separately or in conjunction with the declaration of other units. All units are limited to residential uses and each unit will have one vote in the association and shall bear a percentage of the common expenses based upon the ratio of 1 to the total number of units declared. If all Units are declared, each unit shall be responsible for 1.639% of the Common Expenses.

The buildings and improvements erected pursuant to the declarant rights will be of six (6) different styles being generally of consistent materials, quality of construction and size and the location will be within the building envelope as shown on the plats and plans. Such different styles are generally depicted in separate renderings which have been provided. The common and limited common elements created pursuant to any reserved declarant rights shall be of the same general type and signs of other common and limited common elements in the condominium of the same proportions. Any restrictions on use, occupancy and alienation of units will apply to all units created pursuant to the reserved declarant rights.

The Condominium is being actively developed and no prospective purchaser of a Unit shall be entitled to visit the construction site except as accompanied by a representative of the Declarant. As a project under development, the Declarant reservices the right to make modifications to grading, drainage, utility installations, roadway location and elevations and infrastructure improvements to accommodate field conditions. Such modifications shall receive required approvals from authorized state or municipal officials.

Zoning Regulation:

The Condominium is located in within the bounds of a Contract Zone which was required in order to develop the property in manner intended. A copy of the Contract Zone Agreement is attached hereto as Exhibit 8. You should be familiar with the provisions of the Agreement as it affects use of the property. The character of the neighborhood is urban, higher density/intensity of use. It is located adjacent to or near a school, fire station, police station and recreational ballfields. The property meets the

requirements of the Contract Zone for lot size, frontage and density. The use as a residential condominium project is a permitted use.

The project has been reviewed and approved by the Old Orchard Beach Planning Board. There are certain conditions imposed by the Old Orchard Beach Planning Board as a part of its approval process. The Notice of Decision is attached hereto as Exhibit 9 and you should be familiar with those. As part of the approval process a 9.38 acre "Open Space" was created which lies adjacent to the Condominium and will be owned by the Town of Old Orchard Beach.

Shared/rah/forms/realestate/forms/condominim/theforest/publicoffering/revised

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NANCY E HAMMOND, REGISTER OF DEEDS
Bk 19995 PG 330
Instr # 2026035562
09/16/2026 12:38:13 PM
Pages 34 YORK CO

DECLARATION OF
THE FOREST CONDOMINIUM
Old Orchard Beach, Maine

LOCATION: E. Emerson Cummings Boulevard
Old Orchard Beach, Me 04064

DECLARANT: Seacoast Land Acquisitions, LLC
57 Smutty Lane
Saco, ME 04072

ATTORNEY FOR DECLARANT: Richard A. Hull, III, Esq.
Woodman, Edmands
234 Main Street
Biddeford, Maine 04005
207-284-4581

-> 34 pg

SURVEYOR: Horizons Engineering
1040 Portland Road
Saco, ME 04072

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DECLARATION OF THE FOREST CONDOMINIUM

ARTICLE 1
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. SEACOAST LAND ACQUISITIONS, LLC, a Maine limited liability company located in Saco, York County, Maine, (hereinafter called the "Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located in the Town of Old Orchard Beach, County of York and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("the Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "THE FOREST CONDOMINIUM" ("Condominium"). The Property is shown on the condominium plat and plans recorded herewith in the York County Registry of Deeds and identified as follows ("Plat and Plans"):

(a) Plat entitled "The Forest, Tax Map 207, Lot 1-2 63-91 E. Emerson Cummings Blvd., Old Orchard Beach, Maine,, Condominium Plat Plan" dated May 8, 2024, as revised through September 18, 2024, prepared by Atlantic Resource Consultants being duly recorded in Condominium File 1055, page 1; and
(b) Separate plans entitled "The Forest Condominium Plan for Units 2,4,6,8,22, and 30 with various dates prepared by Dana Libby PLS 1350, and duly recorded in Condominium File 1055, pages 2 through 67 (the "Plats and Plans").

A reduced copy of the Plats and Plans is attached to this Declaration as Schedule C consisting initially of 6 pages.

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in Section 1601-103 of the Condominium Act. "Condominium Instruments" shall mean this Declaration, as it may be amended from time to time, and all schedules attached hereto.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "THE FOREST CONDOMINIUM". The address of the Condominium is 57 Smutty Lane, Saco, Maine, 04072. The name of the Unit Owners association is THE FOREST CONDOMINIUM OWNERS' ASSOCIATION ("Association") and its address is 57 Smutty Lane Saco, Maine, 04072.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing

address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.5. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat and Plans, this Declaration shall govern.

Section 1.6. Successor Declarants. For the purposes of this Declaration or of the Condominium Act, a conveyance of one or more Units to a successor to any special Declarant rights (see Section 1603-104 of the Condominium Act) shall not be considered a sale to a person other than Declarant.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimension of Buildings. The location and dimensions of each building constructed or to be constructed on the Land are depicted on the Plat recorded with this Declaration and being Schedule C hereto.

Section 2.2. Units. This Declaration creates Six (6) Condominium Units ("Units") on the Land out of a maximum of Sixty-one (61) Units that may be created. The location of Units and their dimensions are shown on the Plat and Plans. Attached as Schedule B hereto is a list of the Six created Units, their identifying model name and numbers, Common Element Interest, Common Expense Liability and Vote appurtenant to each Unit. The dimensions and types of Units are shown on the Plans recorded with this Declaration and being Schedule C hereto. It is the Declarant's intent to offer Six (6) different styles of Units, each being constructed within the building envelope as shown on the Plats and Plans. All Units, whether created hereby or added by exercise of development rights reserved in Article 4 herein, shall be allocated an equal interest in the common elements and common expenses and shall be entitled to one (1) vote in the Association affairs upon creation. Said interest in the common elements and common expenses shall be stated as a percentage and shall be established by dividing one hundred (100) percent by the total number of all Units created in the Condominium.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The upper boundary of the Units shall be Three (3) feet above the upper exterior surface of the highest point of the roof structure of the building in which the Unit is located.

(2) Lower Boundary: The lower boundary of the Units shall be the horizontal plane located Three (3) feet below the lowest portion of the foundation of the building in which the Unit

is located.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Units shall be Three (3) feet outside of the most exterior surface of the exterior walls or roof overhang of the building containing the Unit

Section 2.4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act. Subdivision of Units is not permitted.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. The locations of the common elements to which each Unit has direct access are shown on the Plat and Plans; pursuant to Section 1602-102 (4) of the Condominium Act, a shutter, awning, window box, window glass, doorstep, stoop, balcony, attics, porch and patio, doors and storm doors, if any, adjacent to a Unit is a limited common element appurtenant to that Unit. Each Unit has two (2) exterior parking areas in front of the garage area which is a limited common element appurtenant to the designated Unit as indicated on the Plat. The limited common element parking areas are designated on the plats and plans with the same unit number as the unit to which they are appurtenant. Such parking area may be large enough to accommodate more than one vehicle. Any parking spaces shown on the Plat which are not assigned as limited common elements to specific Units are common elements available for use by all Unit Owners. Main entranceways, deck stairs, bulkheads and decks are limited common elements to the Units which they serve. Limited common element yard areas, if any, are as indicated on the Plat and Plans..

The common elements shall consist of all of the Property except for the individual Units, and shall include the land (including the internal drives which shall remain private and are not intended to be dedicated as public streets), buildings and foundations not part of a Unit, pipes, ducts, electrical wiring and conduits, public and private utility lines(to the extent not owned by a public utility or entity and not part of a Units); easements for access and utilities and any other appurtenant easements, if any, trees, shrubbery and other landscaping, 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 schedule attached hereto. Each Unit Owner in any building 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 the members of the immediate family, guests 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, the Bylaws of the Association ("Bylaws") and Rules and Regulations of the Association ("Rules and

Regulations"), as they may hereafter be amended from time to time. No tree cutting shall be allowed in any of the common areas as shown on the Plats and Plans except for such cutting as may be necessary to remove decayed, diseased, or dying trees or to create small areas for benches.

Section 3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

The limited common element patio or deck areas which are of pressure treated wooden construction shall not be expanded in size except upon amendment of this Declaration. All grills, outdoor furniture and personal property shall be kept within the confines of such patio and deck area and shall not be placed in the general common elements.. No enclosures shall be created on the limited common element patio or deck areas and they shall not be utilized for year round storage of any personal property.

Section 3.3. Rental Operation. The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE 4

DEVELOPMENT RIGHTS

The Declarant reserves the right, but not the obligation, to declare, create and construct up to an additional Fifty-Five (55) Units for a total of Sixty-one (61) Units and to create and construct such additional common elements on the Property as it in its sole discretion deems to be useful to and in accordance with the design of the Condominium as a whole. These reserved development rights must be exercised, if at all, within seven (7) years from the date on which this Declaration is recorded. Each of the development rights reserved herein may be exercised as to different portions of the Property and at different times, and no assurances are made by the Declarant as to the order in which the development rights will be exercised as to those portions. The exercise of any development right as to any portion of the Property subject to that right does not obligate the Declarant to exercise that right in all or any other portion of the remainder of the Property. The Declarant may declare all, some or none of the additional units not hereby declared.

The exercise of any of the foregoing development rights shall be evidenced by the recordation of an amendment to this Declaration in accordance with Section 1602-110 of the Condominium Act. The amendment will become effective upon its recordation in the York County Registry of Deeds.

Additionally, any improvements constructed pursuant to such an amendment shall be consistent with existing improvements in terms of quality of construction and shall be substantially

completed prior to annexation to the Condominium. It is specifically provided, however, that the Declarant may alter foundation plans and sizing, rooflines, exterior dimensions and similar portions of the buildings containing the Units in connection with the development of the condominium, the same all to be done in accordance with applicable local approval processes. Any such changes or modifications shall be consistent with the design elements of existing buildings already constructed.

As stated earlier, the Declarant intends to offer Six (6) different styles of buildings win the definition of the Unit. Uch different styles shall be consistent with all governmental approvals as to placement and size. The particular style shall be determined at the time the Unit is declared.

The area subject to development rights reserved herein is the land described in Schedule A.

ARTICLE 5

EASEMENTS

In addition to the easement for encroachments with respect to Units and common elements created by Section 1602-114 of the Condominium Act, the following easements are hereby created:

Section 5.1. Easement to Facilitate Sales and Construction. The Property shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or as customer service offices. The Declarant reserves the right to relocate the same from time to time within the Land; 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 Land and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

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, 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. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

Section 5.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant and the management agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 1603-107(a) of the Condominium Act. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period such entry shall be permitted to perform warranty-related work whether or not the Unit

Owner consents or is present at the time. Declarant, its agents, officers, servants, and its successors and assigns, shall have the reasonable right of access to all common elements as long as it or they may own Units or shall have obligations or rights with respect to such common elements. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other Units.

(b) Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit and common element to the extent that lateral and subjacent support exists.

(c) The Declarant reserves in favor of the Declarant and the management agent and/or any other person authorized by the Declarant or the Board of Directors the right and easement to maintain and access a common electrical meter in any Unit or in or about the common areas for the purpose of metering electrical usage for the purpose of common area lighting or maintenance and such expense shall be a common expense. The expense of radon mitigation devises or sump pumps shall be an individual expense of the Unit Owner.

Section 5.3. Easement to Facilitate Discharge of Declarant's Obligations. Pursuant to Section 1602-116 of the Condominium Act, Declarant shall have an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights.

Section 5.4. Declarant's Right to Grant Easements. The Declarant shall have the right, until two (2)years after all Units which may be created hereunder have been conveyed to Unit Owners other than Declarant, to grant and reserve easements and rights-of-way through, under, over and across the Property Land for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for all utilities, including, but not limited to, public or private water, sewer, drainage, gas (including the right to locate above and below ground tanks and pipes and appurtenances), electricity, telephone, cable television and other utilities to serve the Land and/or real estate adjacent to the Land. This section may not be amended during such two (2) year period without the consent of Declarant.

ARTICLE 6
AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Condominium Act and except in cases, where permitted, of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium, of the

Condominium Act, and except in cases, if any, of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans, or under Section 1602-110, Exercise of Development Rights, of the Condominium Act, and subject to the other provisions of this Declaration and of the Condominium Act, this Declaration, and the Plat and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall in any manner which the Declarant may deem appropriate have the right to amend and re-amend this Declaration.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided for service of notices and upon Eligible Mortgage Holders in the manner provided.

(2) Resolution. An amendment may be proposed by either the Board of Directors or by Unit Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph E of this Article.

C. Agreement. In the alternative, an amendment may be made by an agreement signed by the record owners of the Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded in the York County Registry of Deeds.

D. Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Condominium Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted, without the unanimous consent of the Unit Owners. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

E. Execution and Recording. A copy of each amendment adopted pursuant to the provisions of Paragraph B of this Article 6 shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors as are designated for that purpose in the Bylaws. The amendment shall be

effective when such certificate and copy of the amendment are recorded in the York County Registry of Deeds.

F. Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one (1) year after such amendment is recorded in the York County Registry of Deeds. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all known mortgage holders at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE 7

RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION; ASSESSMENTS; MAINTENANCE AND INSURANCE

Section 7.1. Use and Occupancy Restrictions on Units. The Declarant shall own in fee simple each Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant. Each Unit is intended to serve as a self-contained living Unit and shall be subject to the Rules and Regulations and Bylaws of the Association.

Only normal household pets shall be allowed to be in the Unit or in the common areas. There shall be no livestock, poultry or swine permitted. No more than Two (2) dogs per Unit shall be permitted to be kept in the Unit or in and about the common elements. No breed which is excluded or restricted from Condominium Owners Insurance coverage shall be permitted to be in the Unit or on the common or limited common elements. All dogs must be registered with the governmental unit in the place where the dog normally resides a majority of the time and all dogs shall wear an appropriate tag in accordance with all municipal ordinances, rules and regulations and in accordance with State law. Further all pets shall be current in their vaccinations and the owner shall provide evidence of the same to the Board of Directors of the Association. When outside of the Unit all pets, including but not limited to dogs and cats, shall be suitably leashed and under the direct control of the Unit owner or a person residing in the Unit capable of controlling the same. All Unit owners shall be responsible for the pick up and proper disposal of all pet waste. The provisions hereof may be modified, supplemented and amended upon duly constituted action of the Board of Directors of the Association.

The Unit Owner and any guest bringing a dog on the property shall be responsible for all damage, both to person and property, caused by their pet.

The Board of Directors may, upon written notice to the Unit Owners, adopt such additional Rules and Regulations with respect to pets including, but not limited to, prohibition of certain dog breeds and provisions for the removal of pets whose behavior is a nuisance or a threat to other Unit Owners or other persons lawfully upon the Condominium property.

Cats may be kept in the Unit provided they shall remain in the Unit at all times.

There shall be no exterior clothes lines or outside storage of any materials.

No Unit shall be used for other than single family residential purposes for the Unit Owner, his relatives, guests or tenants.

No unregistered vehicles shall be permitted within the boundaries of the Unit or any common element and the occupants of any Unit shall not maintain more than 2 registered motor vehicles in the aggregate within the driveway appurtenant to a Unit or within any common or limited common element. No Recreational Vehicle, travel trailer, boat and no vehicle weighing over 10,000 pounds when fully loaded shall be permitted to remain on the common or limited common areas

except for temporary unloading.

No Unit shall be occupied by more than 5 persons except for intermittent guests and no guests shall occupy the Unit for more than 10 consecutive days in any 6 month period in the aggregate.

No Unit owner may make any changes to the exterior color, design, or material components of the Unit or install a standby generator without first obtaining consent to the same from the Board of Directors which consent may be conditioned upon a determination that the proposed changes are consistent and compatible with the general design and color of the Condominium. Portable generators shall be permitted provided they are properly connected in accordance with requirements of the applicable utility provider and are stored inside a visually appealing enclosure which hides it from view when not in use.

Section 7.2. Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Unit and such owners have a formal or informal right-to-use agreement.

Section 7.3. Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than twelve (12) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on written form of lease: (a) requiring the lessee to comply with the Condominium Instruments, Bylaws as applicable to the lessee and Rules and Regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that, in the event of such a default by the lessee in the performance of the lease, the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Lessor thereunder after thirty (30) days prior written notice to the Unit Owner. 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 any Unit which lease is not in compliance with such resolution. Each Unit Owner shall, promptly within Seven (7) days following the execution of such a lease of a Unit, forward a conformed copy thereof to the Board of Directors. Said copy may, at the Lessor's discretion, have all rental and security deposit amounts deleted therefrom.

Section 7.4. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to his Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Manager or Board of Directors on behalf of the Association or in a proper case by an aggrieved Unit Owner. No Unit Owner shall do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof, increase the rate of insurance thereof, or impair any easement, rights, appurtenances or other hereditament

consisting of common elements, without the unanimous consent of all the other Unit Owners.

Section 7.5. Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, his proportionate share, as assessed by the Board of Directors, of the expenses of maintenance, repair, replacement, insurance, administration and operation of the common elements, including, but not limited to the costs of use, maintenance, repair and replacement of the stormwater drainage system as outlined in the Stormwater Maintenance Plan attached hereto as Exhibit E, the costs of maintenance and repair of any open space areas as outlined in the plan attached hereto as Exhibit F, as well as the cost of all trash storage and removal and the costs of all snow plowing and interior road maintenance, it being understood that trash removal and road maintenance will not be provided as a municipal service, and of any reserves for operation, maintenance or replacement established by the Board of Directors. Such proportionate share shall be equivalent to the Common Expense Liability as set forth in Schedule B attached hereto except that common expenses which, in the judgment of the Board of Directors of the Association, benefit fewer than all of the Units may be assessed exclusively against the benefited Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or the Rules and Regulations of the Association and shall be subject to annual review. In the event of the failure of a Unit owner to pay such assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Condominium Act. Such assessments shall be the personal obligation of the Unit Owner who owns the Unit at the time such assessments become due and shall not pass to successor Owners of the Unit unless such successor Owner agrees to assume the obligation. Assessments will begin as to all existing Units upon the first Unit sale by the Declarant or at such time prior to the sale of the 25th Unit at the option of the Declarant.. Nothing herein shall be construed, however, to release the Unit from the terms of any assessment lien, either choate or inchoate. No unit shall be assessable hereunder until declared or, when built, when eligible for the issuance of a certificate of occupancy.

Section 7.6. Working Capital Fund. The Declarant shall establish a working capital fund for the Association equal to a minimum of two (2) months and a maximum of six (6) months estimated Common Expense Liability for each Unit. Such assessment shall be consistently applied. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into a segregated working capital fund. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense Liability and no Unit Owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. Upon transfer of control of the Association to the Unit Owners pursuant to Section 9.2 hereof, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. When any such unsold Unit is sold, the Declarant shall be entitled to reimbursement for the Unit's prepaid share. The working capital fund shall not be used for any purposes until after such transfer of control.

Section 7.7. Maintenance. Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within the boundaries of his/her/its own Unit as defined in Article 2,, Section 2.3 hereof; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of water, gas, sewer, electricity and all other utility services to the Unit, shall be furnished by the Association as part of

the common expenses. The Association shall be responsible for the maintenance, repair and administration of the common elements but shall delegate this responsibility to the Unit Owners to the extent permitted by the Bylaws and limited common elements but, in the case of limited common elements, the Association may assess and collect the costs of the same from the unit owner or owners entitled to use such limited common elements.

Maintenance, repairs and replacements of the refrigerators, stoves, and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances, (including all heating, ventilation, hot water and air-conditioning systems which may be located inside or outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. In the event a unit owner or owners shall not promptly effectuate such repairs and the failure to make the same shall present a safety issue or may result in damage to the common elements, the Association may make such repairs and assess and collect the costs of the same from the unit owner or owners who have failed to do the same.

If due to the intentional or negligent act or omission of a unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

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

The Association shall be responsible for the implementation, observance and performance of all duties required under the terms of an "Inspection and Maintenance ", a copy of which is attached hereto as Exhibit D as the same may be supplemented and/or amended in the future.

Section 7.8. Insurance. The Association, through its Board of Directors, shall obtain and maintain such master policies of insurance for the Condominium as are required by the Bylaws.

Section 7.9. Covenants. The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, his heirs, successors or assigns shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Board of Directors.

ARTICLE 8

SPECIAL DECLARANT RIGHTS

Special Declarant Rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium Instruments, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plat and Plans filed with the Declaration including the right, upon obtaining any required governmental approvals (including authorized staff approvals) re-locate infrastructure improvements, roadways, building elevations or placement as may be dictated by conditions on the ground or impracticality, provided, if the same is done that revised plat and plans be recorded if necessary to show the same.; (b) to exercise any development rights; (c) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (d) to use easements through the common elements for the purpose of making improvements within the Condominium; and (e) to appoint or remove any officer of the Association or any member of the Board of Directors or to approve any acts of the Association or the Board of Directors during the period of Declarant control.

Except as otherwise provided herein, these special declarant rights may be exercised by the Declarant until such time as the Declarant has conveyed all Units which may be created hereunder to Unit Owners other than the Declarant.

ARTICLE 9

BOARD OF DIRECTORS

Section 9.1. Initial 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 three (3) members. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with members elected by the Unit Owners, in accordance with the provisions of Section 9.2.

Section 9.2. Election by Unit Owners of Board of Directors. At such time as selected by the Declarant but no later than the earlier of (i) sixty (60) days after the conveyance of ninety percent (90%) of the Units (including Units which may be created pursuant to development rights reserved in Article 4 herein if such rights are reserved) to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Unit Owners shall elect a Board of Directors initially composed of Five (5) persons each of whom shall be Unit Owners or spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, then a designated agent thereof. The Directors so elected shall serve until the first regular election of the Board of Directors held at the first annual meeting of the Association held in accordance with the Bylaws.

ARTICLE 10

NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by this Condominium Declaration.

ARTICLE 11

EMINENT DOMAIN

Section 11.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a common element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the common elements whether or not any common elements are acquired. Upon acquisition: (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the allocated interests, votes, and common expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced allocated interests.

Section 11.2. Acquisition of Common Elements. If part of the common elements are acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the Units to which that limited common element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to negotiate or settle with any entity seizing any of the common elements by eminent domain.

Section 11.3. Court Decree. The court decree shall be recorded in the York County Registry of Deeds.

Section 11.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any Unit, common element, or limited common element shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE 12

MORTGAGES OF UNITS; RIGHTS OF ELIGIBLE MORTGAGE HOLDERS AND OTHER HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest, Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the common elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board.

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 12.3. Notices to and Rights of Eligible Mortgage Holders. Pursuant to the requirements of Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders as hereinafter defined of the consideration by the Association of the following proposed actions:

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

(2) A change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

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

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

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

(6) The adoption of any proposed budget by the Board of Directors under Section 1603-103, Subsection (c) of the Condominium Act, and of the date of the scheduled Unit Owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and

(7) 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.

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

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

In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Board of Directors meetings for the purpose of discussing the matters described in Paragraphs (1) to (6) above.

Section 12.4. Approval Rights of Eligible Mortgage Holders. Approval of amendments of a material nature to the Condominium Instruments or Bylaws must be obtained from Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

(1) voting rights;

(2) assessments, assessment liens or the priority of assessment liens;

(3) reserves for maintenance, repair and replacement of Common Elements;

(4) responsibility for maintenance and repairs;

(5) reallocation of interests in the Common Elements or Limited Common Elements, or

rights to their use, except pursuant to the exercise of development rights by the Declarant;

(6) redefinition of any Unit boundaries, except pursuant to the exercise of development rights by the Declarant;

(7) convertibility of Units into Common Elements or Common Elements into Units, except pursuant to the exercise of development rights by the Declarant;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except pursuant to the exercise of development rights by the Declarant;

(9) insurance or fidelity bonds;

(10) leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

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

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Instruments or Bylaws shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested, to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 12.5. Rights of Mortgage Holders, Insurers or Guarantors. The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(2) any sixty (60) day delinquency in the payment of Common Expenses or other charges owed by the owner of any Unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insurer or guarantees the mortgage.

Section 12.6. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 12.7. Books and Records. The Association must have current copies of the Condominium Instruments, Bylaws and Rules of Regulations concerning the Condominium as well as its own books, records and financial statements available during normal business hours or under other reasonable circumstances for inspection by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium. In addition, when the Condominium consists of fifty (50) or more Units, the Association must provide an audited statement for the preceding fiscal year if any holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for such a statement. Any mortgage holder has the right to have an audited statement prepared at its own expense when a project consists of fewer than fifty (50) Units.

Section 12.8. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the Bylaws or the Rules and Regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth. Initially, there shall be no rights of first refusal.

ARTICLE 13

TERMINATION

SCHEDULE A TO
CONDOMINIUM DECLARATION
FOR
THE FOREST CONDOMINIUM
(Lot 1 10.39 Acres)

A certain lot or parcel of land situated on the southerly side of E. Emerson Cummings Boulevard in the Town of Old Orchard Beach, County of York, State of Maine being **Lot 1** as shown on **"The Forest Condominium Plat Plan"** dated May 8, 2024, prepared Atlantic Resource Consultants and recorded at the York County Registry of Deeds in condo file 1055, page 1 and bounded and described as follows:

Beginning at a 5/8" iron rod set, flush with grade with plastic survey cap marked "ME2326 NH947 VT55852" on the southerly sideline of E Emerson Cummings Boulevard at the centerline of the discontinued Ancient Old Orchard Road and land now or formerly of Cider Hill Condo Association Royal River Development Company as described in deed recorded at the York County Registry of Deeds in book 12051, page 225;

Thence, South 57°-52'-13" East, 24.97 feet by said E Emerson Cummings Boulevard to a 5/8 inch iron rod found 0.2 feet below grade with aluminum cap marked "#2114";

Thence, continuing South 57°-52'-13" East, 598.82 feet by said E Emerson Cummings Boulevard to an iron rod to be set;

Thence, South 53°-42'-13" East, 76.33 feet by said E Emerson Cummings Boulevard to granite monument to be set and land to be conveyed by the Grantor herein to the Town of Old Orchard Beach and is further shown on the above referenced plan as "**Lot 2** - Open Space";

Thence, South 22°-32'-50" West, 98.20 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, South 58°-25'-13" West, 196.15 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, South 17°-29'-37" West, 160.28 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, North 58°-25'-34" West, 235.39 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, South 42°-02'-57" West, 95.63 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, South 26°-15'-48" East, 75.95 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

Thence, South 30°-04'-31" West, 53.14 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to the easterly terminus of EASEMENT A hereinafter described;

Thence, continuing South 30°-04'-31" West, 10.03 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach and by the easterly terminus of EASEMENT A hereinafter described;

Thence, continuing South 30°-04'-31" West, 18.61 feet by said land to be conveyed by the Grantor herein to the Town of Old Orchard Beach to a granite monument to be set;

SCHEDULE A
TO
THE FOREST CONDOMINIUM DECLARATION
(CONTINUED)

LIENS AND ENCUMBRANCES:

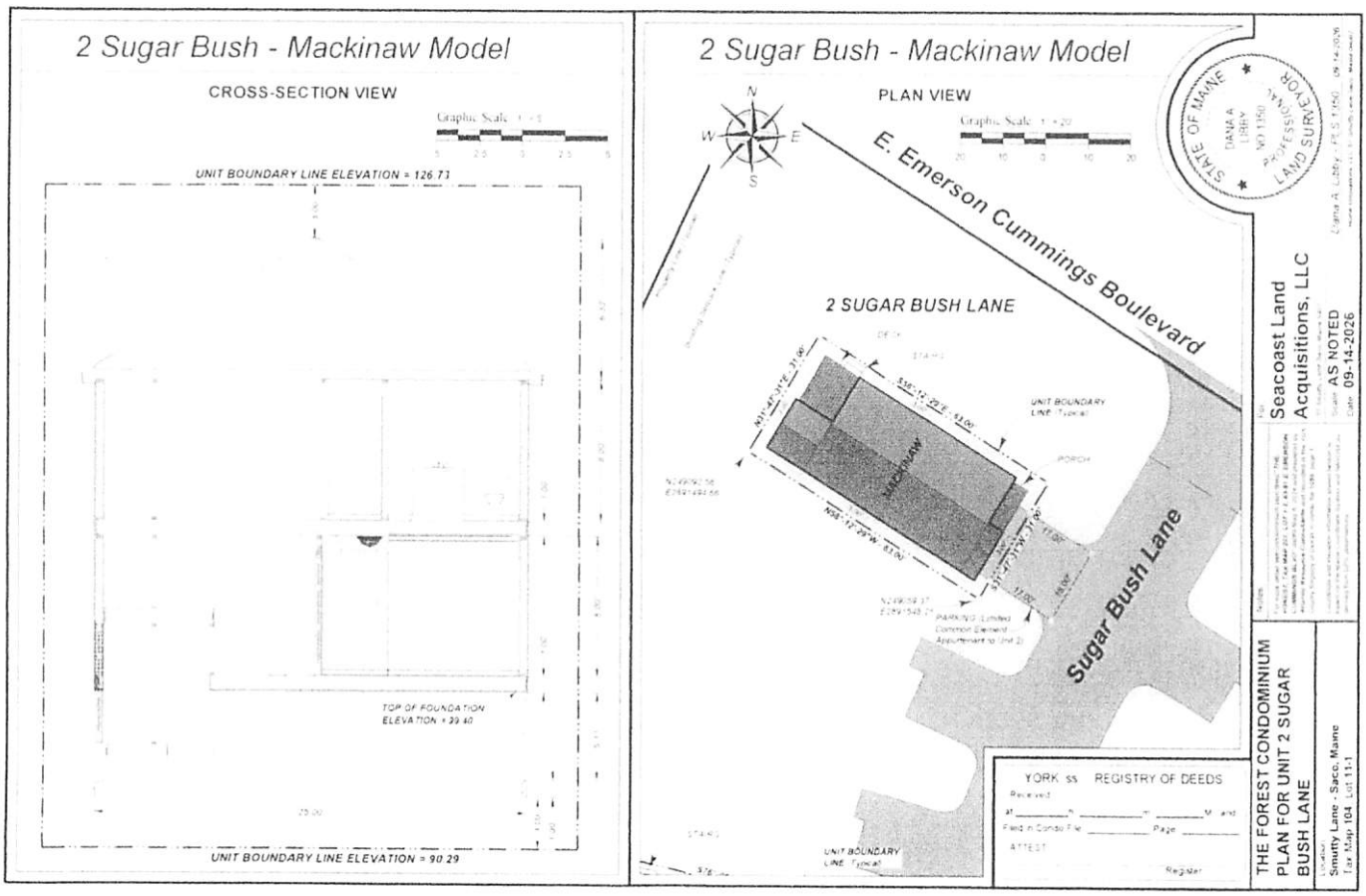
1. Mortgage, Security Agreement, Lease Assignment & Financing Statement given by Seacoast Land Acquisitions, LLC to Big Ledge, LLC recorded on November 18, 2024, in York Registry of Deeds in Book 19556, page 339.
2. Easement Deed from Seacoast Land Acquisitions, LLC to The Maine Water Company-Biddeford Saco Division recorded in York Registry of Deeds in Book 19789, page 907.
3. Sewer Easement Agreement dated December 19, 2025 by and between the Town of Old Orchard Beach and Seacoast Lan Acquisitions, LLC, recorded in York Registry of Deeds in Book 19576, page 324.
4. Order of the Maine Department of Environmental Protection under the Site Location of Development Act and other Acts dated November 19, 2024, and recorded in York Registry of Deeds in Book 19561, page 534.
5. Provisions of Contract Zone Agreement dated January 2, 2024, between Seacoast Land Acquisitions and The Town of Old Orchard Beach recorded in York Registry of Deeds in Book 19386, page 877.
6. Order of the Maine Department of Environmental Protection under the Site Location of Development Act and other Acts dated November 19, 2024, and recorded in York Registry of Deeds in Book 19576, page 544.
7. Maintenance Agreement for Post-Construction BMPs dated August 22, 2025, and recorded in York Registry of Deeds in Book 19730, page 594.

SCHEDULE B

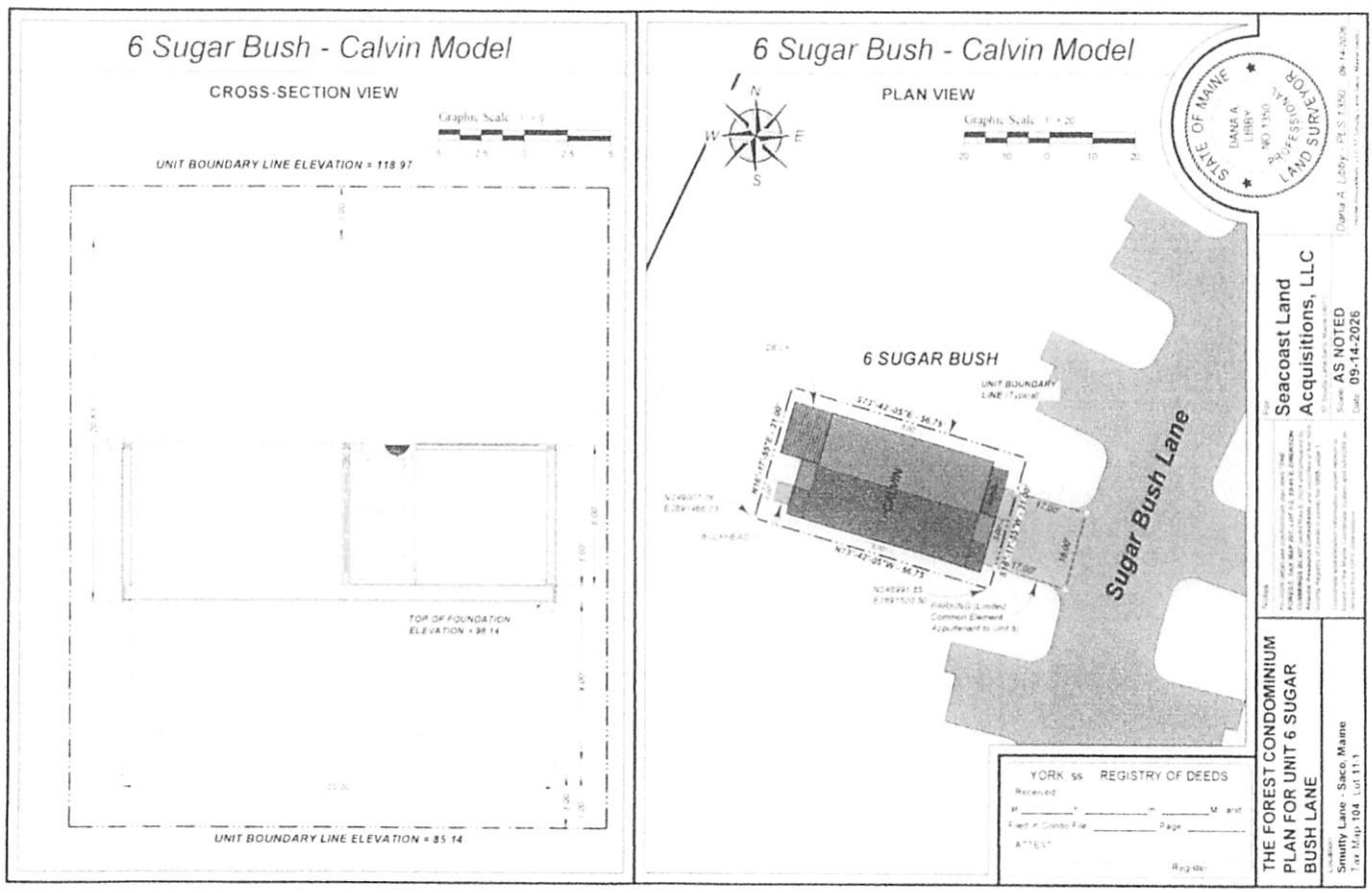
UNIT NO.	COMMON ELEMENT INTEREST* and COMMON EXPENSE LIABILITY	VOTE
2 Sugarbush-Mackinaw Model	16.6667%	1
4 Sugarbush-Duval Model	16.6667%	1
6 Sugarbush- _____ Model	16.6667%	1
8 Sugarbush _____ Model	16.6667%	1
22 Sugarbush Herringbone Model	16.6667%	1
30 Sugarbush Wyatt Model	16.6667%	1

*Based on number of Units created. If all Units are created the common expense liability shall be 1.6393%. If these than all are created, each declared unit shall have 1 vote and the Percentage interest shall be equal to 100 divided by the number of Units declared.

Shared/rah/forms/realestate/condominium/the forest/scheduleb

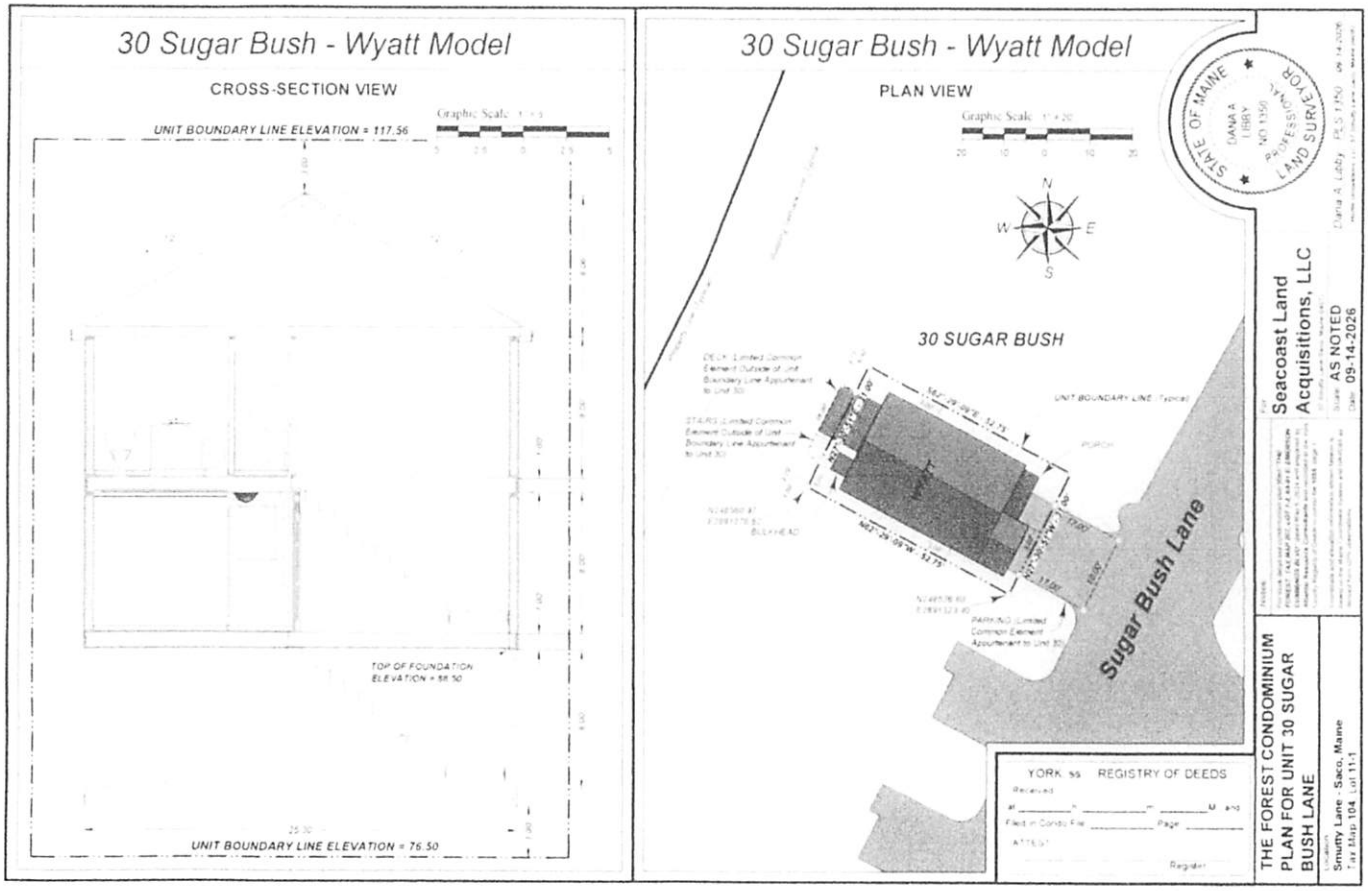


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BY-LAWS OF THE FOREST CONDOMINIUM OWNERS' ASSOCIATION OLD ORCHARD BEACH, MAINE

EXHIBIT 2

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BY-LAWS OF THE FOREST CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I. OFFICE

Section 1. Principal Office. The principal office of The Forest Condominium Owners' Association (hereinafter referred to as "the Association") shall be maintained at the offices of the Association at 57 Smutty Lane, Saco, Maine, or such other place as the Association shall choose.

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

ARTICLE II. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all Unit Owners of The Forest Condominium (hereinafter referred to as "the Condominium"), a property submitted to the provisions of the Maine Condominium Act and located in Old Orchard Beach, York County, Maine. Membership shall be in accordance with the Declaration of THE FOREST CONDOMINIUM (hereinafter referred to as the "Declaration") or these By-Laws, as amended from time to time. The membership of each Unit Owner terminates upon a sale, transfer or other disposition of his ownership interest in a Condominium Unit (hereinafter referred to as "Unit") as provided in the Declaration, whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of a Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the property sold in lieu of foreclosure. The Association may, but is not required to, issue certificates of membership.

Section 2. First Meeting; Annual Meeting. The first meeting of the members shall be held, at the call of the Declarant of THE FOREST CONDOMINIUM (hereinafter referred to as "the Declarant"), within sixty (60) days after the closing of sales of seventy-five percent (75%) of the Units by the Declarant, the expiration of seven (7) years from the date of the first Unit sale by Declarant, or at the call of the Declarant, whichever is the earliest. Thereafter, the annual meeting of the Association shall be held each year on the SECOND Monday in September, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday.

Section 3. Special Meetings. Special meetings of the members may be held at any time upon the call of the President of the Association (hereinafter referred to as "the President") or upon the call of any TWO (2) Unit Owners. Upon receipt of the call, the Secretary of the Association (hereinafter referred to as "the Secretary") shall send out notices of the meeting to all members of the Association.

Section 4. Notice of Meetings. A written or printed notice of every meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call, the place, day, and hour of the meeting, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least ten (10) days before the date set for the meeting. Such notice shall be given to each member as indicated in the records of the Association by delivery in hand or mailing such notice, postage prepaid, addressed to the member at his address as it appears on the records of the Association. Such notice shall also be given to holders, insurers or guarantors of a mortgage on any unit when

required by the Declaration. If notice is given pursuant to provisions of this Section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary at the address of the Association, the holder of any duly recorded mortgage against any Unit may promptly obtain a copy of any and all notices permitted or required to be given to the members from and after receipt of the request until the request is withdrawn or the mortgage is discharged of record.

Section 5. Waiver of Notice. The presence of all the members in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of the meeting, object to the holding of the same for noncompliance with the provisions of Section 4 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and any general business may be transacted and any action may be taken.

Section 6. Quorum. The presence at any meeting of the Association in person or by proxy of Unit Owners whose aggregate voting rights constitute more than fifty percent (50%) of the total voting rights 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 except the election of Directors of the Association (hereinafter referred to as "Directors") presented to the meeting, unless a greater percentage vote is required by law, by the Declaration or by these By-Laws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

Section 7. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any Unit other than as a mortgagee in the Condominium duly recorded in his or its name, the ownership whereof shall be determined by the records of the York County Registry of Deeds, shall be a member of the Association, and either in person or by proxy entitled to vote for each Unit so owned at all meetings of the Association. Any provisions to the contrary notwithstanding, co-Owners or joint Owners shall be deemed one Owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a Unit is jointly owned then by all joint Owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless otherwise stated therein, such authority shall be valid until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such Unit in such capacity. Whenever any Unit is owned by two or more jointly according to the records of said Registry of Deeds, the Owners thereof may designate in writing one or more of the Owners to cast the vote for all such Owners, and such designation, unless otherwise limited by its terms, shall be valid once filed with the Secretary until revoked by any such Owner by notice in writing filed with the Secretary. The Declarant may exercise the voting rights pertaining to any Unit title to which is in the Declarant. No vote pertaining to a Unit owned by the Association may be cast. Finally, an Eligible Mortgage Holder shall have the voting rights provided by Section 1602-119 of the Maine Condominium Act.

Any specified percentage of Unit Owners refers to the aggregate voting rights and not to the

number of Units or Owners.

Section 8. 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 members present, whether a quorum be present or not. If the adjournment is for less than thirty (30) days and the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice need be given. 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.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Qualification. As provided by these By-Laws, the Declaration and the Maine Condominium Act, the Association shall be administered by an executive board to be known as the Board of Directors. Until the first meeting, the affairs of the Association shall be governed by a Board of Directors composed of two (2) persons appointed by the Declarant, who need not be a Unit Owner. Thereafter, the affairs of the Association shall be governed by a Board of Directors elected by the members, initially composed of five (5) persons, and as increased or decreased at any annual meeting by a majority vote, within the limits stated in the Articles of Incorporation. Each such Director shall be the Owner or the spouse of an Owner of a Unit in the Condominium; or if a Unit Owner shall be a corporation, partnership, trust or estate, then a designated agent thereof.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association as provided by the Maine Condominium Act and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Unit Owners.

Section 3. Other Duties. In addition to other duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the project and the common elements.

(b) Determination and collection of the monthly assessments from the Unit Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium and the common elements.

Section 4. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or 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 Section 3 of this Article. Any agreement for professional management, or any other contract providing for services of the Declarant to the Unit Owners, shall not exceed a term of three (3) years and shall be cancelable by either party without cause and without a termination fee upon ninety (90) days written notice. The Board of Directors may employ any other employees or agents to perform such duties and at such salaries as the Board of Directors may establish. Any first mortgagee of a Unit may file a written request with the Board of Directors that it be notified of a change of management agent or manager and the Board of Directors shall, upon making such change,

give such notification as requested. Until the first meeting of members, the Board of Directors may employ or use the services of the Declarant or the Declarant's employees, and all costs and expenses related to those services shall be charged to common expenses. Neither the Board of Directors nor the Declarant shall be charged with self-dealing or breach of fiduciary duty by reason of such employment.

Section 5. Election and Term of Office. From and after the first meeting, the Directors shall be elected by the Unit Owners. At the first annual meeting of the Association, the term of office of two Directors shall be fixed for three (3) years, the term of office of two Directors shall be fixed at two (2) years and the term of office of one Director shall be fixed for three (3) years. At the expiration of the initial term of office for each Director, his successor shall be elected to serve a term of three (3) years year. The Directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-fifth (1/5) of the Directors shall expire annually.

Section 6. Vacancies. Until the first meeting of members, vacancies in the Board of Directors shall be filled by appointment by the Declarant. Thereafter, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before or after the services are undertaken. A Director may not be an employee of the Association.

Section 9. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place, and no notice shall be necessary in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 10. 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 Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, addressed to his residence, or by telephone, 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 Directors. Upon the request of any Director made within thirty (30) days after a meeting, the person giving notice of the meeting shall execute a sworn affidavit setting forth the specific manner in which notice of the meeting was given to and received by each Director.

Section 12. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Unanimous Action. Unless otherwise provided by law, the Declaration, or these By-Laws, any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors meetings and shall have the same effect as a unanimous vote.

Section 15. Bonds of Officers and Employees. The Board of Directors may require that all officers and employees of the Association handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors may establish such standing or other committees, with such powers and duties, as it deems advisable.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer all of whom shall be elected by the Board of Directors. The Directors may in their discretion appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers, as in their judgment may be necessary.

Section 2. Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an 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 elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors

called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. In his absence, a chairman pro tempore may be chosen by the members or Directors, as the case may be, to preside at a meeting. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint ad hoc committees from among the Unit Owners or their spouses from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board or of the Association, shall give all notices as provided by these By-Laws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these By-Laws or assigned to him from time to time by the Board Members. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency. The Secretary shall keep a record of the names and addresses of all Unit Owners and mortgage holders, and shall keep copies of all Condominium documents. The Secretary shall, within ten (10) days after receipt of a request and payment of a fee, established by the Board, provide any person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Section 1603-116(h) and 1604-108(b) of the Maine Condominium Act.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be available for examination by Unit Owners during reasonable weekday hours. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. He shall be responsible, subject to the direction of the Board, for preparing and providing to the Secretary for dissemination to the members all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have such other powers and duties as may be incidental to the office of Treasurer, given him by these By-Laws or assigned to him from time to time by the Board Members.

Section 7. Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.

Section 8. Auditor. The members may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

ARTICLE V. FISCAL MANAGEMENT

Section 1. 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 2. Assessments. With respect to each fiscal year, the Board of Directors shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

(a) Management and administration expenses;

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

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

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

(e) Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

Electricity, telephone, and television cable and other utilities shall be assessed and billed to each Unit separate from the common assessments.

Within ninety (90) days of the commencement of each fiscal year, the Board of Directors 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 of Directors shall call a meeting of the members not less than fourteen (14) 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 percent (60%) 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 of Directors.

On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership 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 or element to each Unit rather than according to the percentage interest of each Unit.

Until the annual budget for a fiscal year is ratified by the members, each member shall continue to pay that amount which had been established on the basis of the previous annual budget.

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 percent (18%), established from time to time by the Board of Directors and, together with such interest and such costs and attorney's fees as are allowed by law, shall constitute a lien on the Unit of such member. The Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these By-Laws, 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 and, if available, all possessory remedies under the Forcible Entry and Detainer laws of Maine.

Section 3. Revised and Emergency Assessments. If at any time prior to or during the course of any fiscal year the Board of Directors 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 of Directors 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, monthly assessments shall be determined and said on the basis of such revision.

The Board of Directors may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the then current monthly assessment for each Unit, which shall be due and payable when communicated to the members.

Section 4. Declarant. With respect to any Units owned by the Declarant, the Declarant shall pay a monthly assessment determined in the same manner as the monthly assessment is determined for all other Unit Owners

Section 5. Maintenance and Repair.

(a) Every Unit Owner must perform promptly all maintenance and repair work within his own Unit, or within his limited common element which if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners, and shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any Unit 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 and duty to enter the Unit or Limited Common Element and perform such maintenance or repair in the name of the Unit Owner and shall be entitled to reimbursement from the Unit Owner for any expenditures incurred.

(b) All the repairs of internal installations of the Unit such as water, light, power, sewerage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit area shall be maintained at the Unit Owner's expense.

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

(d) Every Unit Owner must, at his own expense, maintain heat at levels sufficient to protect the common elements (sprinkler, water pipes, etc.) from damage.

(e) 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 6. 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 of Directors, exclusively or substantially exclusively for the benefit of those who requested it, the cost shall be assessed against such Unit Owner or Unit Owners in such proportion as the Board of Directors 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 (1) Unit.

Section 7. Use of Units. All Units shall be utilized in accordance with the provisions of the By-Laws, Declaration and any Rules and Regulations established by the Board of Directors Pursuant to Section 8 of this Article V.

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 in 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, these By-Laws or the Rules and Regulations against such Owner or any occupant of such Unit.

Upon any violation of the Declaration, By-Laws, or the Rules and Regulations, the offending party (including any Owner, tenant, lessee, licensee, guest or invitee) and 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 of Directors 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 Unit Owner shall each pay a penalty in the amount of ten percent (10%) 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 8. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the buildings and common elements of said project, the Board of Directors may from time to time adopt, modify, and revoke in whole or in part, at any meeting duly called for the purpose, such

reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on said project as it may deem necessary, including, but not limited to, regulations governing such matters as parking, pets, noise, lights, signs, leasing of units, landscaping, window appearance, refuse disposal, storage areas, use of common and limited common elements and methods and procedures for enforcing compliance with the Declaration and By-Laws. Such Rules and Regulations, and every amendment, modification, and revocation thereof, shall, upon adoption, be delivered promptly to each Unit Owner and shall be binding upon all members of the Association and occupants of the property.

Section 9. 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. The delinquent Owner shall be required to pay to the Association a reasonable rent for such Unit until the sale or foreclosure, together with all costs and reasonable attorneys' fees. Suit to recover money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorneys' fees without foreclosing or waiving the lien securing the same.

Section 10. Title. Every Unit Owner shall promptly cause to be duly recorded in the York 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 record of Ownership of the Association.

Section 11. 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 record 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

Section 12. Insurance.

(1) The Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices and the standard requirement's of mortgage holders, insurance on the Condominium buildings and all other insurable improvements upon the land, excluding the units themselves, together with the fixtures, service 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. To the extent reasonably available and required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority, such policy shall cover the fixtures, equipment and other personal property inside a Unit financed by a mortgage purchased by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. Unit Owners shall obtain casualty and property damage insurance in the full replacement value of the Unit plus public liability insurance in a single limit coverage amount of at least $500,000.00.

It must show the named insured as "Association of the Owners of THE FOREST CONDOMINIUM, for the use and benefit of the individual Owners."

(2) The property shall be covered by:

(a) Casualty or physical damage insurance in an amount equal to not less than one hundred percent (100%) of the full replacement value of the Common Elements and facilities as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, containing agreed amount provisions and provisions designed to protect against inflationary increases in value. The maximum deductible amount for any such policy shall be the lesser of Ten Thousand Dollars ($10,000) or one percent (1%) of the policy face amount. Such coverage shall afford protection against the following:

(I) Loss or damage by fire, lightning, sprinkler leakage, vandalism and malicious mischief, boiler and machinery coverage, if applicable, and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of common expenses with respect to damaged Units during the period of

(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, those covered by standard "all risk" endorsements, vandalism, malicious mischief, windstorm and water damage, collapsed boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine.

To the extent reasonably available and required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority, such policies shall also contain an Inflation Guard Endorsement, when it can be obtained, a Steam Boiler and Machinery Coverage Endorsement, if applicable, and construction code endorsements, which may include, but are not necessarily limited to, the following: Demolition Cost Endorsements; Contingent Liability from Operation of Building Laws Endorsement; Increased Cost of Construction Endorsement.

The policies providing such coverage 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 and shall further provide that the coverage thereof shall not be terminated or substantially changed by the insurer without twenty (20) days' notice to all of the insured parties, including each Unit mortgagee. 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 twenty (20) days prior to the expiration of the then current policies.

The policies shall also provide standard mortgage clauses which shall provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein; provide that such insurance as to the interest of any mortgagee shall not be invalidated by any such act or neglect of the Board of Directors or Unit owners or any persons under any of them; waive any provision invalidating such mortgagee clauses

by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee designated by the Board of Directors for that purpose, otherwise to the Association.

(b) Public liability insurance covering the common elements and any other property under the Association's supervision in such amounts, but not less than One Million Dollars ($1,000,000) Bodily Injury and Property Damage, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile, off-premises employee coverage, bodily injury or property damage that results from the operation, maintenance or use of the common elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Said policy must provide that the insurer may not cancel or substantially modify it without twenty (20) days' notice to all of the insured parties, including each mortgagee. Additionally, said policy shall also contain "severability of interest" provisions to the effect that the insurer waives its right to subrogation or to deny coverage as to any claim against the Association or any Unit Owner as a result of negligent acts by the Association or such Unit Owner.

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

(d) Blanket Fidelity Bond coverage naming the Association as the Obligee and covering anyone who handles Condominium funds, including any management agent, in an amount equaling the maximum amount of funds that will be in the custody of the Association or any management agent at any time during which the insurance is in effect, but in no event less than the sum of three (3) months' assessments on all Units plus the Association's reserve funds. The bond shall provide that the insurer may not cancel or substantially modify it without twenty (20) days' notice to all of the insured parties, including each Unit mortgagee.

(e) Flood insurance in the amount of the lesser of (I) one hundred percent (100%) of the current replacement cost of all buildings and the insurable property located in a flood hazard area or (ii) the maximum available coverage for the property under the National Flood Insurance Program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of $5000 or 1% of the policy's face amount.

(f) Any other insurance the Board of Directors deems appropriate to protect the Association or the Unit Owners.

(3) Each Unit Owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in the preceding paragraph (2) hereof. Each Unit Owner may obtain casualty insurance at his own expense upon his Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors or shall be written by the same carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Board of Directors pursuant to the preceding section due to proration of insurance purchased by the Unit Owner under this section, the Unit Owner agrees to assign the proceeds of this latter insurance, to the extent of the

estimates of the 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 desires.

(b) 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 costs of reconstruction and repair.

(c) 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 Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands.

(d) 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 VI. EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts, deeds, amendments to the Declaration and all other instruments shall be signed by the President, Secretary or Treasurer or by such other officer or employee as the Board of Directors may designate.

ARTICLE VII. LIABILITY OF DIRECTORS AND OFFICERS

Section 1. Exculpation. No Director or officer of the Association shall be liable for acts or defaults of any other officer or members 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 2. 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 a Director, officer 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 the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition co and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the

benefit of the legal representatives of such Person.

ARTICLE VIII. FISCAL YEAR

Section 1. Fiscal year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

ARTICLE IX. BY-LAWS

Section 1. Amendment. These By-Laws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common elements constitutes seventy-five percent (75%), at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these By-Laws shall always contain those particulars which are required to be contained herein by the Maine Condominium Act.

Section 2. Conflict. In the event of any conflict between these By-Laws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

SHARED/RAH/REALESTATE/CONDOMINIUM/THEFOREST/bylaws/revised

THE FOREST CONDOMINIUM

UNIT INSPECTION FORM

TO BE EXECUTED AT TIME OF FINAL INSPECTION

PART I

_____ _____

Buyer Unit Number

_____

Buyer

My (our) Unit is hereby accepted in accordance with the terms and conditions of the Agreement of Sale, subject to the following terms and conditions.

I (we) agree that the following procedures have been established to efficiently identify and correct possible defects existing at time of inspection and acceptance of the Unit.

1. All incomplete items and defects readily visible to the human eye shall be noted for completion or correction upon this Unit Inspection Form.

2. In case there is a failure to agree between Seller or Seller's representative and Buyer or Buyer's representative (identified to Seller on no less than three (3) days' advance written notice from Buyer to Seller) concerning inclusion of the legitimate items and defects to be noted on this Unit Inspection Form, Seller will, within five days after the date of inspection, submit the disagreement to an independent arbitrator located at and near Saco, Maine, from a list provided by the American Arbitration Association for final decision, and such decision shall be final and binding on Seller and Buyer. The arbitrator will render his decision on the items in dispute based on the plans and specifications for the Unit, the Certificate of Limited Warranty, the Public Offering Statement, and the Declaration for the Condominium. The charge by the Project Inspector for this service will be paid one-half by Seller and one-half by Buyer upon resolution.

3. The signature of Seller's representative on this Unit Inspection Form constitutes agreement by the Seller to correct in a workmanlike manner all items noted on this form. Corrective work shall start promptly and be carried on expeditiously by Seller. In the event that such corrective work is not completed prior to Closing and occupancy by Buyer, then Buyer agrees to grant reasonable access to the Unit for the purpose of such corrective work during normal working hours and as required by the work schedule of the Seller's contractor. If Buyer fails to grant such access, Seller will so notify Buyer in writing. If Buyer still fails to grant access five days after delivery of such notice, then Buyer waives any right to the corrective work noted on this Unit Inspection Form.

4. Upon completion of all corrective work noted on this Unit Inspection Form, Seller will so notify Buyer in writing and Buyer shall acknowledge such completion by signing Part II of this form. In the event Buyer and Seller fail to agree on the satisfactory completion of the corrective

EXHIBIT 3

Date: _____

_____
Buyer

Date: _____

_____
Buyer

Shared/rah/forms/condominium/theforest/warrantyinspectioform

THE FOREST CONDOMINIUM

LIMITED WARRANTY CERTFICIATE
(UNIT)

Issued To and Accepted By

_____

COZY CONSTRUCTION CONCEPTS, LLC OR S.V.T. PROPERTY, INC., (as the case may be) as the Builder is selling condominium units in The Forest Condominium located in Old Orchard Beach, The Unit is located in a newly constructed building. In any newly constructed condominium, certain items may require adjustment. This Limited Warranty Certificate describes Builder's obligations to make such adjustments to the Unit.

I. COVERAGE AND DURATION

A. Non-Consumer Products

1. Builder warrants that any improvements to each Unit made or contracted for by the Builder are free from defective materials, brought to Builder's attention in writing within one (1) year from the date that such Unit is completed and the first person to whom this warranty is made enters into possession.

2. Builder warrants that each Unit made or contracted for by the Builder is constructed in accordance with the specifications attached hereto as Exhibit 6-1, in accordance with applicable law, according to sound engineering and structrual standards and in a workmanlike manner. Construction complying with the National Building Code and Code Administrators (BOCA), Building Code, or equivalent applicable local building code, if any, shall be deemed to satisfy such sound engineering or construction standards. However, the BOCA Basic Building Code is not the sole evidence or measure of sound engineering and construction standards since some improvements which are constructed in a workman-like manner according to sound engineering and construction standards may not be intended to comply with the BOCA Basic Building Code because of the unique nature of those improvements. This warranty is limited to any improvement to the Unit made or contracted for by the Builder which has not been constructed in accordance with applicable law, according to sound engineering and construction standards and in a workmanlike manner, brought to Builder's attention in writing within two (2) years from the date that such Unit is completed and the first person to whom this warranty is made enters into possession.

3. Builder warrants that the existing use of the Unit for residential purposes does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

B. Consumer Products

EXHIBIT 4

to time, as is normal in a new building. If any additional items arise, the procedure to be followed for correcting these items is as follows:

2. Ninety days after occupancy, if the Unit Owner has discovered defects that are covered by this Limited Warranty Certificate, in order to obtain performance of any of the Seller's warranty obligations, a written statement of all warranty claims should be sent to: Cozy Construction Concepts, LLC, 57 Smutty Lane, Saco, ME 04072, or S.V.T Property, Inc. __ Beaulieu Dive, Lyman, Me 04002 (as the case may be).

3. Upon receipt of the written statement, Seller's representative will meet the Unit Owner, inspect the Unit and list all warranted defects on the "Warranty Inspection Form", a copy of which is attached, to be signed by both the Unit Owner and Seller's representative.

4. Any latent defects that may be discovered subsequent to the completion of the "Warranty Inspection Form", during the period covered by the Limited Warranty Certificate, will be handled individually upon written notice from the Unit Owner to Seller sent to the address set forth in paragraph 1 above and in accordance with the same rules and procedures established in the "Warranty Inspection Form" and the "Unit Inspection Form".

5. If the Unit Owner and Seller's representative fail to agree upon the defects to be noted on the Warranty Inspection Form or the workmanlike correction of such defects, Seller will, within five days after receipt of the date of the Unit Owner's request therefore, submit the disagreement to the Project Inspector for decision, and such decision shall be final and binding on Seller Builder and the Unit Owner. The Project Inspector will render his decision based on the plans and specifications for the Unit, the Public Offering Statement and the Declaration. The charge by the Project Architect for this service will be paid one-half by Builder and one-half by the Unit Owner prior to resolution. The Project Inspector is Jason Labonte.

VI. ASSIGNMENT

This Limited Warranty Certificate may be assigned by the Buyer to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Seller in writing of such assignment; this Limited Warranty Certificate is not otherwise transferable.

VII. INTERPRETATION

Nothing contained herein shall be deemed to be in derogation of the warranty required by §1604-113(b) of the Maine Condominium Act, as amended, as of this dated. To the extent permitted, the warranty contained in Exhibit 4-1 shall govern the warranty herein give in the case of conflict between the provision of the same. No action taken to correct defects shall extend this warranty. This Limited Warranty Certificate shall be governed by the laws of the State of Maine.

Date: _____ _____

Buyer

Date: _____ _____

Buyer

Cozy Construction Concepts, LLC

Date: _____

by: _____
Owen Labone, Member, Seller

S.V.T. Property, Inc.

By: _____
James McCurry, President

*NOTE: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Moss Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. S2301); the sentences indicated by asterisks are required by regulations promulgated by the Federal Trade Commission (16 C.F.R. S701.3).

Shared/rah/forms/realestate/condominium/theforest/Exhibit4/

THE FOREST CONDOMINIUM

AGREEMENT TO REDUCE PERIOD OF LIMITATIONS
(UNIT AND COMMON ELEMENTS)
(UNIT OWNER)

Name of Purchaser: _____ Date _____

Address: _____, Unit ___ Unit No. _____

Old Orchard Beach, ME 04064

The Seller, Declarant, Cozy Construction Concepts, LLC and S.V. T. Property, Inc. have created The Forest Condominium and sold the Unit to the Purchaser pursuant to an Agreement of Sale between the Seller, Cozy Construction Concepts, LLC or S. V. T. Property, Inc., as the case may be, and the Purchaser. The Purchaser agrees with Seller pursuant to the Agreement of Sale as follows:

1. The six (6) year period, during which a judicial proceeding for breach of any obligation arising under Sections 1604-112 and 1604-113 of the Maine Condominium Act must be commenced with respect to Unit and/or Common Elements, is hereby reduced to a period of limitations of two years (2) as permitted pursuant to § 1604-115(a) of the Maine Condominium Act.

2. Accordingly, the statute of limitations with respect to each Common Element is reduced to 2 years from the date that such Common Element is completed, or, if later, for 2 years after the time the first Unit in the Condominium is conveyed to a Purchaser.

3. Except as modified hereby the Agreement of Sale between the Seller and the Purchaser and any Limited Warranty Certificate issued to the Purchaser by the Seller remain in Full force and effect.

_____
Purchaser

Cozy Construction Concepts, LLC

By: _____
Its Member, Seller

Or

EXHIBIT 5

S.V. T. Property, Inc.

By: _____
James McCurry, President

Shared/rah/forms/realesate/condominium the forest/reduction

EXHIBIT 6

BUDGET

EXHIBIT 7

Escrow Agent name,

Address and Telephone Number:

_____

_____

_____

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED Bk 19386 PG 877
Instr # 2024004047
02/09/2024 09:41:24 AM
Pages 12 YORK CO

CONTRACT ZONE AGREEMENT

This CONTRACT ZONE AGREEMENT is revised this 2nd day of January, 2024, and between SEACOAST LAND ACQUISITIONS, LLC, a Maine limited liability company with a principal place of business in the City of Saco, in the County of York and State of Maine, (hereinafter "Seacoast"), and THE TOWN OF OLD ORCHARD BEACH, a municipal corporation located in York County, Maine.

WHEREAS, Seacoast proposes to construct a single-family condominium development containing sixty-one (61) units on 19.23 acres of land located in Old Orchard Beach, 63-91 E Emerson Cummings Boulevard (hereinafter referred to as the "Project"); and

WHEREAS, the parcel to be developed is shown as Tax Map 207, Block 1, Lot 2 on the Town of Old Orchard Beach Tax Maps, more specifically described on Exhibit A attached (the "Property"), and is located within the Planned Mixed Use District (the "PMU District"); and

WHEREAS, at the time of application for a contract zone, Seacoast has a purchase and Sales Agreement dated May 26,2022 which has been presented to the Old Orchard Beach Town Council as evidence of right, title or interest in the Property; and

WHEREAS, residential dwellings are permitted as a conditional use within the PMU District, and the rezoning to permit the construction of the Project is consistent with the Old Orchard Beach Comprehensive Plan (the "Comprehensive Plan") and with existing uses within the PMU District; and

WHEREAS, Seacoast has petitioned for a contract zone to amend the Old Orchard Beach Zoning Ordinance (the "Zoning Ordinance") to allow the Project to be developed, for the following reasons:

A. The proposed Project would provide sixty-one (61) units on 19.23 acres. The minimum lot area requirement within the PMU District for general residential uses with sewer is 20,000 square feet of buildable area per unit. Given the buildable area of the subject property after subtracting the wetland area that will remain protected, the Project would be restricted to 19 general residential units and would not be viable without the Contract Zone.

B. The required front, side, and rear setbacks within the PMU District for a site with public sewer are equal to 35 feet (25 feet plus 10 feet per additional story above the 1st story – the proposed condominiums have two floors). Given the significant acreage of wetland area on-site, which is located generally to the southwest and covers nearly half of the property, development is restricted to upland areas to the north/northeast. The abutting parcel to the south of the subject property is zoned Residential 4 (R-4),

EXHIBIT B

which requires 20-foot front/rear setbacks and 15-foot side setbacks. With reduced setbacks that are in keeping with the neighboring zone, the project will result in less wetland impact and will allow for more open space, which will contain these natural resources and be protected from further development in perpetuity.

C. The proposed Project use will be entirely single-family residential. Although the Distribution of Uses standard set forth in Section 78-1025 of the Zoning Ordinance states that no single use shall exceed 75 percent of the total building square footage permitted in the PMU District, the nature of the site and surrounding properties is more suitable for a solely residential development. Existing residential developments occupy general areas to the south and west of the project site and abutting parcels to the north and east have educational uses. Residential developments, such as the one proposed, provide living opportunities for families; with close proximity to two schools, a fully residential use meets the intent of the Comprehensive Plan.

D. Per Section 78-1027: Performance Standards – Site Amenities, residential neighborhoods containing in excess of 50 units in the PMU District shall provide neighborhood facilities designed to service the recreational needs of the residents. Such facilities may be designed for indoor or outdoor use and for passive or active recreational activities. An indoor facility is not feasible due to the limited amount of upland area on-site, however, walking trails within the dedicated Open Space area would allow for outdoor recreation for residents of the development, as well as general members of the public.

E. Per Section 78-1027: Performance Standards – Site Amenities, pedestrian travel, safety, and convenience for PMUD residents is encouraged; sidewalks shall be provided along all residential streets and between recreational site amenities. The applicant proposes that the roadway be designated as an internal drive, as it will not have its own Right of Way and the surrounding land will be considered common, outside of the individual condo plats for each unit. This being the case, the applicant proposes to construct a 24-foot-wide road, which will consist of two (2) 10-foot-wide travel lanes, and a 4-foot-wide painted pedestrian path. This design allows for maneuverability of a ladder truck/other emergency vehicles and enhances pedestrian safety, without requiring the road to be widened, which would result in further wetland impacts. A 24-foot-wide paved road also meets the design criteria outlined within the street design standards for a "collector street". The applicant also notes that a traditional curbed sidewalk would require 61 breaks for individual driveways along the travel way, which is not feasible from a design perspective, due to the close proximity of each driveway.

NOW, THEREFORE, pursuant to the authority found in 30-A M.R.S.A, Section 4352(8), and Article IX of the Zoning Ordinance (the "Contract Zoning Ordinance"), and by vote of the Old Orchard Beach Town Council on January 2, 2024, the following findings are hereby adopted:

A. The Property is a large, undeveloped 19.23-acre parcel located in Old Orchard Beach, in an existing residential area, with access to existing public water and sewer, and extensive wetland area existing on a large portion of the site. Single-family dwellings are permitted as a conditional use within the PMU District. In keeping with the Comprehensive Plan, the proposed contract zone will allow the development of the Property to be maximized for residential use, while preserving roughly 9.5 acres of existing forested wetland area.

B. The proposed rezoning is further consistent with one of the goals identified as most important to the Town, as set forth in Section IV of the Comprehensive Plan, which is to direct growth to areas with economical access to existing sewer and water facilities.

C. The Comprehensive Plan has an overall theme of promoting desirable development, which includes providing a benefit to the public. The project must include "affordable housing" within the proposed development and include deed restrictions for all future sales of the home to ensure that it remains affordable. No less than 7 units will be offered at the affordable rate, as described. For the purposes of this Agreement, "affordable housing" means a decent, safe and sanitary dwelling for a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended. This shall also be applicable to long term rentals for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended.

D. As an added benefit the applicant also proposes the creation of trails throughout the open space, which will be available for resident and general public use. These trails will be constructed with as little disturbance as possible to preserve the natural resources, terrain, and forested areas within the Open Space. Thirteen (13) parking spaces have been added to the layout for use by visitors/guests and those who wish to use the trails.

E. The proposed rezoning is further consistent with Section IV(D) of the Comprehensive Plan, which provides that development should work to protect, preserve and enhance the wetlands of the community. The Property is a total of 19.23 acres, 9.5 acres of which will be preserved forested area, with at least 5.36 of that being wetlands. The wetlands will be protected from development in perpetuity and places within a conservation easement. The applicant proposes to convey this land to the Town of Old Orchard Beach.

F. Short Term Rentals, as defined by the town of Old Orchard Beach Code of Ordinances, of any unit, including the entire unit or portion of a unit, shall be prohibited.

G. The Project shall not exceed sixty-one (61) Dwellings, as defined by the Town of Old

Orchard Beach Zoning Ordinance, throughout the life of this project. For the purposes of this condition, Dwellings shall include Accessory Dwelling Units, as Defined by the Town of Old Orchard beach Zoning Ordinance.

H. The roadway serving the development shall remain private and roadway improvements, maintenance, and snow plowing/removal shall be the responsibility of the condominium association.

I. Seacoast shall add two crosswalks with rapid flashing beacon signage at the proposed development's two road access points, proceeding across E. Emerson Cummings Blvd, then connecting with the existing sidewalk on the high school property.

J. The conditions hereinafter set forth in this contract and by the Old Orchard Beach Planning Board are sufficient to meet the intent of the Contract Zoning Ordinance.

WHEREFORE, based on the findings above set forth, the Old Orchard Beach Town Council hereby agrees that this contract shall modify the Space & Bulk Requirements in the PMU District to allow a reduction in the minimum lot size per dwelling unit to allow 61 residential units to be constructed on the Property and to allow for a 20-foot front/rear and 15-foot side setback; however, that this agreement shall be subject to the conditions and restrictions as follows:

A. Except as set forth herein, the applicant shall adhere to all other applicable provisions of the PMU District, the Zoning Ordinance and Subdivision Ordinance.

B. All details shown on the plans conditionally approved by the Old Orchard Beach Planning Board are incorporated into this contract by reference. The Property shall be developed substantially in conformance with those plans. Revisions to the Site Plan may be administratively approved by the Town Planner and Code Enforcement Officer in accordance with applicable provisions of the Zoning Ordinance. Any changes determined by the Planning Staff to require Planning Board approval shall be submitted for such review. If the Planning Board determines that any proposed revisions to the approved plans would not comply with the provisions in this Agreement, Seacoast shall be required to obtain an amendment of the Agreement from the Town Council before the Planning Board can review and approve the revised plans.

C. These amendments affect only the parcel of land identified as Tax Map 207, Block 1, Lot 2 on the Town of Old Orchard Beach tax maps as more particularly described on Exhibit A.

D. This contract and its provisions shall specifically and exclusively apply to the contract zone request submitted by Seacoast. Approval of this contract

zone is in part based on the technical qualifications of Seacoast as submitted to the Town. Accordingly, without the prior written consent of the Town Council, which consent shall not unreasonably be withheld, this contract and the contract zone it creates shall not be transferable by Seacoast except that this contract shall be binding upon, and shall inure to the benefit of, future owners of the Property, or any part thereof, provided, however, that Seacoast may (1) transfer this contract and the contract zone it creates to a Maine limited partnership in which the general partner thereof is controlled by _____ without any need for written consent of the Town Council and (2) this contract and the contract zone it creates may be assigned or pledged to lenders providing financing secured by the Property and the Project. In the event of a transfer to such a limited partnership, all references in this agreement to Seacoast shall thereafter be deemed to refer to such limited partnership.

E. Failure of Seacoast to secure the required Site Plan and Subdivision approvals from the Planning Board, and any and all other permits or approvals that may be required by the Town or other regulatory agencies including but not limited to the Maine Department of Environment Protection and/or Department of Transportation within one year of the approval of this Contract by the Town Council shall render this Contract null and void. In the event that permits or approvals are delayed due to circumstances beyond the control of Seacoast, this one year deadline may be extended by one (1) year upon written request to the Town Council submitted by Seacoast prior to the expiration of the original one-year period, and in the event the final permits or approvals are delayed due to the pendency of an appeal, the one- year deadline shall start to run from the date the appeal(s) are determined and such permits or approvals become final.

F. Failure of Seacoast to initiate construction of the Project within two (2) years from the date of final approval of this contract zone by the Town Council, or within two (2) years from the date the permits and approvals referred to in Subparagraph E above become final, whichever shall last occur, shall render this contract null and void. In the event that permits or approvals are delayed due to circumstances beyond control of Seacoast, this two-year deadline may be extended by one year upon written request to the Town Council submitted by Seacoast prior to the expiration of the original applicable two-year period.

G. In the event that Property Owner and/or its successors and assigns fail to develop or operate the Property in accordance with this Agreement or in the event of any other breach of any conditions set forth in this Agreement, the Town Council shall have the authority, after written notice to Seacoast and/or its successors and assigns, and reasonable opportunity to cure, to terminate this Agreement or to re-zone the Property to the current zone or any successor zone. In the event of such a re-zoning, the Property shall then be used for only such uses or otherwise allowed by law. The Town

can also enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S.A. § 4452.

H. Seacoast shall record this Contract Zone Agreement in the York County Registry of Deeds within thirty (30) days of the date on which Seacoast receives an executed original of this Contract Zone Agreement from the Town. The purpose of this requirement is to provide record notice of all of the requirements of the Contract Zone Agreement.

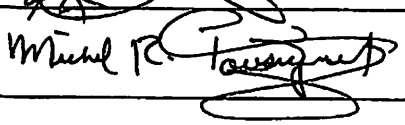
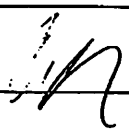
I. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the Property and shall be amended only upon further written agreement of the Town and Seacoast and/or its heirs, successors and assigns to the Property. Any variation from the Contract Zoning Agreement, plans, supporting documents and representations are subject to review and approval by the Planning Board, provided that de minimis variation is subject to review and approval by the Town Planner. If it is determined by the Planning Board or Town Planner that the changes constitute a change in the contract, then Seacoast and/or its heirs, successors and assigns to the Property shall also be required to obtain Town Council approval of the changes.

J. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property and shall bind Seacoast and/or its heirs, successors and assigns of the Property or any party in possession or occupancy of the Property or any part thereof and shall inure to the benefit of and be enforceable by the Town.

If any of the restrictions, provisions, conditions or portions of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portions shall be deemed as separate, distinct and independent provisions and such determination shall not affect the validity of the remaining portions hereof.

Based on the above findings, conditions and restrictions, the Town Council hereby incorporates this contract zoning agreement into the Zoning Ordinance by reference. By signing this contract, both parties agree to abide by the conditions and restrictions contained herein. The above restrictions, provisions, and conditions are an essential part of the rezoning o f the Property, shall run with the land, and shall bind and inure to the benefit of Seacoast.

The Town of Old Orchard Beach	**Seacoast Land Acquisitions, LLC**
bys/Shawn O'Neill, Chairman	bys/Jason Labonte, Owner

bys/Kenneth Blow, Vice-Chair	
bys/Michael Tousignant	
bys/V. Louise Reid	
bys/Connor Ague	

STATE OF MAINE)
) ss
MAINE COUNTY of York)

OF

On January 19, 2024 ~~, 2023,~~ before me personally appeared Jason Labonte, ~~Owner~~ Member of Seacoast Land Acquisitions, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Richard A. Hull

~~NOTARY PUBLIC~~, signature

Richard A. Hull III
Maine Attorney at Law
Bar No. 006964

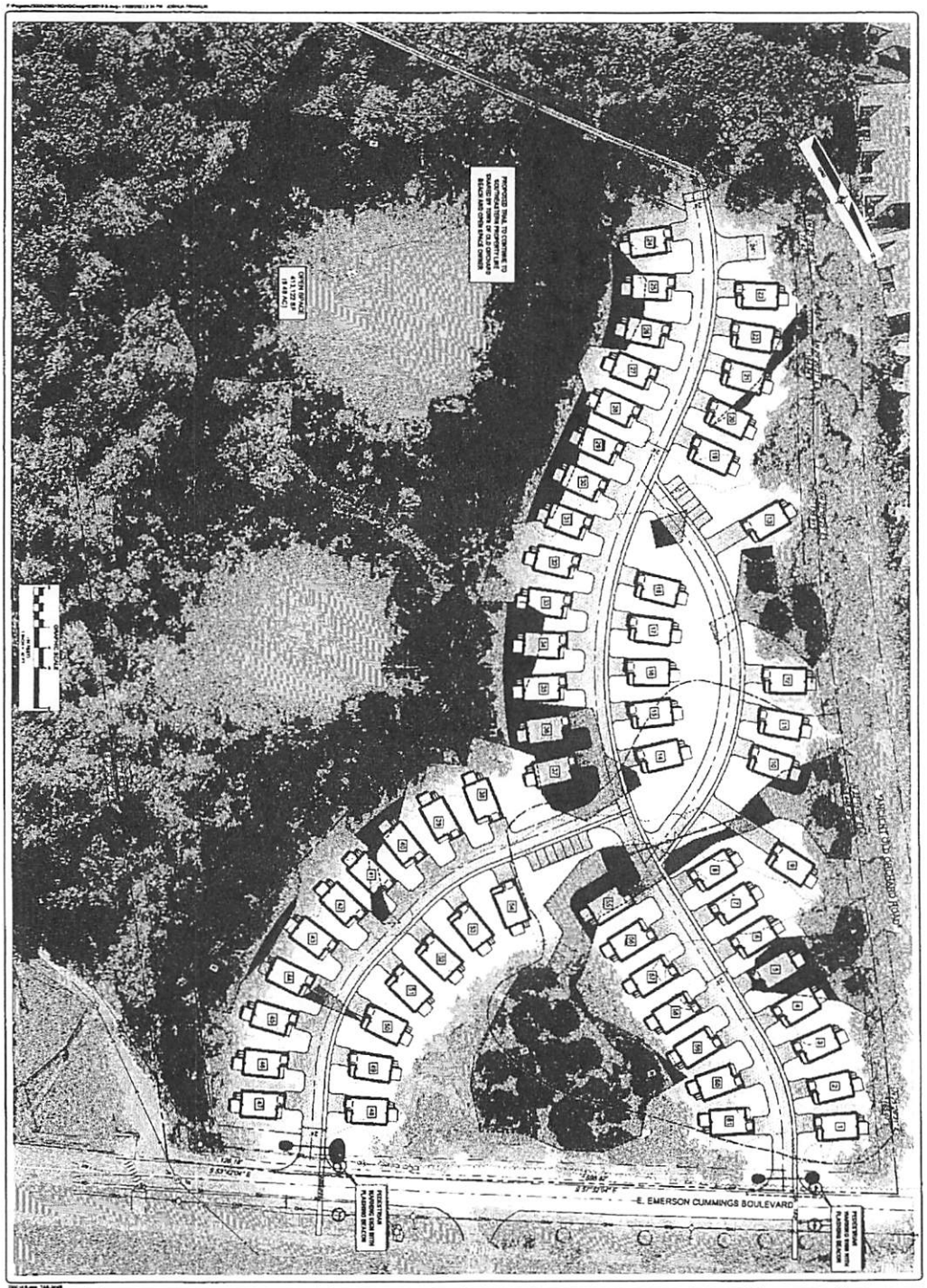
Print Notary Name RICHARD A. HULL III

My Commission Expires: _____

EXHIBIT A

MAP AND PROPERTY
DESCRIPTION

E EMERSON CUMMINGS BOULEVARD
PROPOSED TRAIL TO CONTINUE TO PUBLIC ACCESS EASEMENT AS SHOWN & DEFINED BY DEED OF OLD ORCHARD BEACH AND OPEN SPACE OWNED
OPEN SPACE (14.81 AC.±)
SEBAGO
PROGRESS PRINT
NOT FOR CONSTRUCTION
SEACOAST LAND ACQUISITIONS, LLC
LOT 1-2, OOB TAX MAP 207
OOB CONDOMINIUM DEVELOPMENT
SHEET 1 OF 1



SHEET 1 OF 1

OOB CONDOMINIUM DEVELOPMENT
OF
LOT 1-2, OOB TAX MAP 207
E. EMERSON CUMMINGS BLVD
OLD ORCHARD BEACH, ME
FOR
SEACOAST LAND ACQUISITIONS, LLC
37 BEAUTY LANE
SACO, ME 04072

SEBAGO TECHNICS
www.sebagotechnics.com
75 John Roberts Rd
Suite 4A
South Portland, ME 04106
Tel: 207-200-2100

REV'T	BY	DATE	STATUS
3	KJR	08/29/21	REVISED PER PLANNING BOARD STAFF COMMENT (CONTRACT ZONE APP)
2	KJR	07/29/21	SUBMITTED TO TOWN OF OOB (CONTRACT ZONE APP)
1	KJR	06/21/21	SUBMITTED TO CLIENT FOR REVIEW

THIS PLAN SHALL NOT BE ALTERED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

NOT FOR CONSTRUCTION

PROGRESS PRINT

EXHIBIT B
CONDITIONALLY APPROVED PLAN

Exhibit 9

NOTICE OF DECISION