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Park Street Lofts Condominium

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DECLARATION OF
PARK STREET LOFTS CONDOMINIUM

Saco, Maine

LOCATION:	18 Park Street Saco, Maine 04072
DECLARANT:	RANDOM ORBIT, LLC 70 Merrill Street Portland, Maine 04101
ATTORNEY FOR DECLARANT:	Barbara A. Vestal Chester & Vestal, PA 107 Congress Street Portland, Maine 04101
ENGINEER:	Stephen W. Tibbetts, P.E. 15 Oak Ridge Rd. Brunswick, Maine 04011

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DECLARATION OF PARK STREET LOFTS CONDOMINIUM

ARTICLE 1
SUBMISSION: DEFINED TERMS

Section 1.1. Submission of Property. RANDOM ORBIT, LLC, a Maine limited liability company having a principal place of business in the City of Portland, County of Cumberland and State of Maine ("Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Saco, 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 "PARK STREET LOFTS 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"):

> Plat entitled "Condominium Plat, Park Street Lofts Condominium, 18 Park Street, Saco, Maine" prepared for Random Orbit, LLC by Stephen W. Tibbetts, P.E., dated January 6, 2005 ("Plat"), and plans entitled "Condominium Floor Plans, Park Street Lofts Condominium, 18 Park Street, Saco, Maine" prepared for Random Orbit, LLC by Stephen W. Tibbetts, P.E., dated January 3, 2005 ("Plans"), as more fully shown on SCHEDULE C attached hereto.

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 and the Plat and Plans.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "PARK STREET LOFTS CONDOMINIUM." The address of the Condominium is 18 Park Street, Saco, ME 04072. The name of the Unit Owners association is PARK STREET LOFTS CONDOMINIUM OWNERS' ASSOCIATION ("Association") and its address is 18 Park Street, Saco, ME 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 Sec-

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tion 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; ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

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 thirty-four (34) Condominium Units ("Units") on the Land out of a maximum of thirty-four (34) Units that may be created. The location of Units and their dimensions are shown on the Plats and Plans recorded with this Declaration, reduced copies of which are attached hereto as Schedule C.

Section 2.3. Unit Boundaries. The boundaries of each Unit are generally as shown on the Plats and Plans, more specifically delineated as follows:

(a) Vertical Boundaries. The Unit-side surface of the walls and partitions of the Building which enclose such Unit and separate it from adjoining Units or Common Elements, the Unit to include within its boundary the thickness of all finish material such as plaster, drywall, plasterboard, sheetrock, plaster, paneling, tiles, wallpaper, paint and any other material constituting any part of the finished wall surfaces of the Unit;

(b) Vertical Boundaries. The Unit-side surface of furring around utility shafts, and other Common Elements within or passing through such Unit, the Unit to include within its boundary the thickness of the finish material such as plaster or drywall;

(c) Vertical Boundaries. The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the exterior surface of the panes of such windows, and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as paint, plaster or drywall; and

(d) Vertical Boundaries. The exterior surface of doors, and their hardware, and the Unit-side surface of the door frames, thresholds and sills in which such doors are set, the Unit to include the thickness of the finish material such as paint, plaster or drywall.

(e) Upper Horizontal Boundaries. The Unit-side surface of the ceiling of the uppermost story of the Unit and furring under and around (i) wood members and (ii) utility lines, ducts and cables; in the case of sheetrock ceilings, the upper boundary of the Unit shall be the upper surface of the ceiling sheetrock; in the case of ceilings consisting of wooden joists and/or decking for the floor of the level above, without any ceiling sheetrock, the upper boundary of the Unit shall be the upper surface of the paint or other finish coat applied to the ceiling joists and/or to the bottom surface of the decking for the floor

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of the level above the Unit.

(f) Lower Horizontal Boundaries. The Unit-side surface of the top unfinished surface of the bottom floor of the lowest story of such Unit, the Unit to include within its boundary the thickness of the paint, sealer, etching, or similar finish surface on any masonary floor slab, and the thickness of any other floor treatment or coverings installed by a Unit Owner or prior Unit Owner such as sub-flooring, padding, hardwood flooring, ceramic or resilient tile, or carpet.

Each Unit consists of all portions of the Building in which it is located within the aforesaid boundary lines, except the air space displaced by (i) structural members, firewalls including gypsum drywall finish, and load bearing partitions within or passing through such Unit which are deemed to be Common Elements, and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines, (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment in such partitions serving only such Unit, (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections, (4) all items of kitchen equipment located within such boundary lines and serving only such Unit, and such equipment's water, waste and electrical connections, (5) all boilers, baseboards, air intake and exhaust fittings, fuel lines, heating controls, heat pumps, furnaces, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures which serve only such Unit, (6) all screens and storm windows which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements, (7) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit, (8) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit, (9) surface mounted and recessed medicine cabinets including, by way of illustration and not limitation, all associated lighting fixtures and accessories, (10) refrigerators, ranges, dishwashers and other appliances and the portions of their water, waste, electrical and exhaust connections located within such boundary lines and serving only such Unit, and, (11) notwithstanding anything to the contrary above, pipes, lines, cables and wires serving only such Unit and located within the boundary lines of such Unit, including all water lines, sewer lines, electrical wiring, interior television cable, interior telephone lines including incoming service terminals; and internal water shutoff valves.

Section 2.4. Relocation or 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.

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Section 2.5. Percentage Interests, Common Expenses, and Voting Rights Attached as Schedule B hereto is a list of all thirty-four (34) created Units by their identifying number and the Percentage Interest appurtenant to each Unit, with each Unit to have an equal Percentage Interest. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit B. The owner(s) of each Unit shall be entitled to one (1) vote for each Unit owned.

ARTICLE 3
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. Common Elements shall mean those portions of the Building and Property defined as such pursuant to Sections 1601-103(4) and 1602-102(1) of the Act, except as provided otherwise herein, or as identified and designated as Common Elements in the Plats and Plans, including but not limited to the former boiler building, the small storage building, driveways and parking areas depicted on the Plats and Plans, and the trees, shrubbery and other plantings already existing on the Property or planted by or on behalf of the Declarant. Limited Common Elements shall mean those portions of the Building defined as such pursuant to Section 1602-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plats and Plans or by this section. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve. Pursuant to Section 1602-102(2) of the Condominium Act, any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture which lies partially within and partially outside a unit's boundaries may be a limited common element or common element, depending on whether it serves only one unit or more than one unit. Pursuant to Section 1602-102(4) of the Condominium Act, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, and patios, if any, and all exterior doors and windows, and all utility lines, pipes, wires, chases, ducts, or other fixtures which are designed to serve only a single unit, but are located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

Each Unit has two (2) open air parking spaces which are a limited common element appurtenant to the designated Unit. The limited common element parking spaces are designated on the plats and plans with the numbers 1 through 74, and 68 are allocated to the respective units in Schedule B, attached hereto as limited common elements and 6 are designated as visitor spaces, to be controlled and managed by the Condominium Association. Three of the visitor parking spaces are designated as handicapped parking spaces; their use and allocation will be managed by the Board of Directors, and, if necessary and otherwise allowed, with the consent of the unit owner involved, the Board may temporarily reallocate a handicapped parking space to a unit and reassign a unit space to visitor parking upon such terms and conditions as the Board shall establish. Regardless of the designation of some of the parking spaces as limited common elements, all of the parking spaces and the driveways shall, nevertheless, be maintained by the Association.

Each Unit has a basement storage space which is a limited common element appurtenant to the designated Unit. The limited common element storage spaces are designated on the plans by number and are allocated to the respective units in Schedule B, attached hereto.

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The common elements consist of all of the Property except the individual Units, and shall include the land, buildings, walkways, foundations, roofs, outside walls; pipes, ducts, electrical wiring, conduits, and public utility lines to each Unit as further described in 2.3; floors and ceilings other than the interior finished surfaces thereof located within the Units as further described in 2.3; perimeter walls of Units, other than the interior finished surfaces thereof located within the Units as further described in 2.3; structural parts of the buildings, including structural columns, girders, beams and supports; easements for access and utilities and any other appurtenant easements, if any; trees, shrubbery and other landscaping; heating equipment to heat the Common Elements (radiators, water heaters, boilers, air intake and exhaust fittings, fuel lines and heating controls) and associated distribution to the Common Element; any masonary floor slabs, but excluding the finish surface on the slab and excluding any responsibility for repair of small cracks typically found in large floor slabs; the Community Room; 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. The existing "former boiler building" will remain on the site because of its architectural contribution to the character-defining features of the building, but it will not be used in connection with providing heat or any other services to the condominium units. Condominium residents and others shall not be allowed uncontrolled access to the interior of the boiler building; access shall be restricted to only those with specific prior authorization of the Board of Directors, and except as specifically permitted, access shall be restricted in order to avoid disturbance of and to contain any asbestos which may be present on pipes and fixtures which were used in connection with the now-defunct former heating system. Each Unit Owner shall have the right to use the other 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. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the unit to which that interest is allocated is also transferred.

Section 3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right, at its sole expense, 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, so long as Declarant is an Owner, directly or indirectly, of at least one (1) Unit.

Section 3.3 Alteration of Unit, Limited Common Element or Common Element by Unit Owner. Relocation of Unit Boundaries may only be accomplished pursuant to Section 2.4, above. No Unit Owner may make any alteration or improvement to a Unit which would impair the structural, thermal or acoustical integrity or mechanical systems of the Unit or the Property, lessen the support of any portion of the Condominium, jeopardize the soundness or safety of the property,

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nor may any Unit Owner make any alteration or improvement which involves any change to a Common Element or Limited Common Element without prior written Board approval. Specifically, but not by way of limiting the generality of the foregoing, a Unit Owner may not make changes in the exterior appearance of the Unit including exterior doors, windows, roofs, foundations, chimneys, or walls (including drilling of new holes and exterior mounting of equipment) unless pursuant to procedure established in the Rules and Regulations a majority of the members of the Board of Directors vote to allow the Unit Owner to make the proposed change. The Board shall determine whether to grant approval based on a review of written, detailed proposals submitted by the Unit Owner, and if necessary, inspection of the property, and review of an engineer's report (prepared by an engineer engaged by a Unit Owner at the Unit Owner's expense) for any matter that might affect structural integrity. In the event a Unit Owner obtains approval to make changes to a Common Element, the Unit Owner shall be solely responsible for permitting, design, construction, and requisite insurance, shall use only contractors who provide proof of adequate liability insurance and Workers' Compensation insurance as required by Maine law, and shall comply with such other conditions as may be imposed by the Board. If a Unit Owner takes action to make an alteration which involves a change in structural, thermal or acoustical integrity, removal or relocation of an interior wall, or change to a common element without prior Board approval, the Unit Owner may be required, at the Unit Owner's expense, to remove all unapproved changes or additions and to restore the building, common element or limited common element to its original condition.

Section 3.4. Rental Operation. The Declarant shall have the right to operate any Units owned by the Declarant as rental units. The Declarant may establish and maintain on the common elements or in units owned by Declarant 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

ARTICLE 4 INTENTIONALLY OMITTED.

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 and any other easements provided for by the 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. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or re-

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moved, 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 for purposes of maintenance, repair and replacement of Common Elements and Limited Common Elements, and for purposes of inspection of the Units and Limited Common Elements to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible. 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. In addition, the Declarant reserves in favor of the Declarant and other Unit Owners an easement for the encroachment of common elements on any Unit, or a Unit encroaching on the common elements or on another Unit, and its maintenance for whatever period the encroachment exists in the situation in which the construction, repair, shifting, settlement, or other movement of any portion of the improvements results in an encroachment as aforesaid or where there is a *de minimus* variance from boundaries as shown on the plat or plan, as long as the physical boundaries of the Units after the construction, reconstruction or repairs will be in substantial accord with the description of those boundaries contained herein and in attachments hereto. Encroachments upon or in favor of Units which may be created as a result of such reconstruction, repair or construction 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.

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(c) Each Unit Owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit across the common elements, which passes with the Unit as transfers of ownership of the Unit occur.

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 under this Declaration or pursuant to the Condominium Act.

Section 5.4. Easement for Utility and Service Companies. The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Unit owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property, including, without limitation, the right to install, maintain, and replace utility and service lines, and the right to enter upon Common Elements to read meters. Notwithstanding the foregoing, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Association shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Association shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Association shall have the right to grant permits, licenses and easements over the common elements to permit access utility meters, and for other purposes necessary for the proper operation of the Condominium.

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), Limited Common Elements, 1602-112(a), Relocation of Boundaries between Adjoining Units, or 1602-113; 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, 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, 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.

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(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. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders, as further defined and described in Section 12.4, below.

(c) Agreement. In the alternative, an amendment may be made by an agreement signed by the record owners of the Units to which One Hundred percent (100%) 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 (a), (b) or (c) 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) Secondary Mortgage Market Requirements. It is Declarant's intent that this Declara-

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tion complies with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements.

(g) 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 Eligible Mortgage Holders (as defined below) 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, residential dwelling unit, which may also contain a home occupation, such as artist studio space or other compatible home occupation, which is incidental and secondary to the use of the dwelling for residential purposes and which does not change the residential character, as further delineated below.

Each Unit shall be subject to the Rules and Regulations and Bylaws of the Association, in addition to this Declaration. In interpreting and applying this Declaration, the Bylaws and the Rules and Regulations, while it is generally intended that the quiet enjoyment rights of the other Unit owners in the building will take precedence over any high external-impact home occupation of a Unit owner, but Unit owners also need to recognize that due to the nature of the allowed uses, there may be some more noise than in a strictly residential building. Even if otherwise allowed by zoning and/or land use ordinances, no Unit owner may apply for or receive a change of use permit or other permit to change from residential dwelling with a home occupation as specifically allowed herein to a home occupation not permitted herein or to a commercial or retail use.

(a) A "home occupation" is an occupation or profession which is customarily carried on in a dwelling unit by a member of the family residing in the dwelling unit, which is clearly incidental and secondary to the use of the dwelling for residential purposes, and which does not change the residential character.

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(b) Unit Owners and/or Tenants may establish a home occupation in their residential Unit so long as the home occupation meets all of the requirements of this Declaration of Condominium, the Rules and Regulations, the zoning ordinance of the City of Saco, Saco Subdivision Regulations, and all other codes and regulations of the City of Saco, and is otherwise allowed by the Contract Zone for this site as approved by the City of Saco. The most restrictive requirements of any of the aforesaid documents shall control, thus if, for example, a particular home occupation would otherwise be permitted by the City of Saco but is not allowed in this Condominium by this Declaration of Condominium or the Rules and Regulations, it is prohibited.

(c) The home occupation shall be carried on wholly within the Unit; the home occupation shall not extend to the basement storage area allocated to the Unit, nor shall it extend to any other space outside of the Unit, with the possible exception of the Community Room, as approved and authorized by the Board.

(d) Unit Owners and/or Tenants who conduct a home occupation within a Unit shall not employ or engage any person outside the family in the home occupation; no non-family employees are allowed to work within the Unit in furtherance of the home occupation.

(e) There shall be no exterior indication of the home occupation or any other variation or deviation from the residential character of the building; specifically, there shall be no exterior display, no display of goods visible from the outside, no exterior sign concerning the home occupation, and no exterior storage of materials related to the home occupation. The only exterior sign on the Property shall be one sign marking the entrance to the residential condominium, as approved by the Planning Board, to be maintained by the Association; that sign shall not identify home occupations conducted upon the Property. However, within the lobby of the Building, consistent with policies to be established by the Board, a small Building directory and mailbox labels may contain the names of home occupations conducted within individual Units for mail delivery and general informational purposes.

(f) Activities conducted as part of the home occupation shall not create a nuisance, nor shall they generate unreasonable offensive noise, vibration, smoke, dust, other particulate matter, odors, heat, humidity, glare, electrical disturbance, or other unreasonable external effects. Noise generated by a home occupation shall be kept at a low volume, particularly between 10:00 p.m. and 8:00 a.m.; work noise generated shall not exceed normal residential living noises at the boundaries of the Unit. All individuals generating work noise shall utilize reasonable noise attenuation practices to minimize the perception of sound at the Unit boundaries at all times during the use. Reasonable noise attenuation measures may include, but are not limited to, insulation, keeping windows closed, use of air conditioners, keeping electronic amplification at low levels, etc.

(g) No Unit Owner, Tenant or Resident, as part of the home occupation, may use or store upon the Condominium premises or transport to the Condominium premises hazardous, toxic, dangerous, radioactive, noxious or unhealthful materials, substances, objects, gases

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and/or wastes, or any chemical or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which may pose a hazard to or be injurious to the health or safety of the occupants of individual units, the Building, or the neighborhood in which the Property is located.

(h) No traffic may be generated by the home occupation in such volumes that it will create hazardous conditions in the neighborhood. As there are only six designated guest parking spaces, no home occupation shall by its conduct generate a need for parking by individuals coming to the unit on more than an occasional basis; client visits shall be by appointment only, and then only on an occasional basis. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood.

(i) The home occupation(s) conducted in a single Unit shall not utilize more than the equivalent of 25% of the total floor area of the Unit.

(j) A home occupation shall be limited to the following uses:

(1) Studio of any person who is regularly engaged in the visual, performing or creative arts or crafts, including but not limited to visual artists and sculptors, individuals involved in model making, weaving, lapidary work, ceramics, jewelry making, photography, musicians (but excluding use for performances and/or band rehearsals), dance (but excluding use for performances and/or group rehearsals), and similar low-impact uses;

(2) Dressmaking or similar custom tailoring shop;

(3) Teaching or tutoring facility limited to no more than one (1) student being taught or tutored at a time;

(4) Office of a lawyer, engineer, architect, accountant, auditor, author, composer, computer programmer, or similar professional, except as "similar professionals" are further limited in (5), below.

(5) Due to concerns about their compatibility with the residential use, external effects and traffic impacts, the following are explicitly **prohibited** as home occupations in this Condominium: hairdressing shop/salon/barber shop; real estate broker or agent; insurance broker or agent; family day care home or home babysitting service; adult day care center or service; small appliance repair; facility for the repair of motor vehicles; office for custodial services, interior decorator, landscaper, towing service, or snow plowing service; direct mail service; veterinarian, kennel, animal raising; restaurant; any retail use, including antique shops and/or the retailing of any item not produced on the premises; and performance and/or group rehearsal space such as for musicians or dancers. Similarly, the following uses, which might otherwise qualify as offices of a "similar professional," are explicitly **prohibited** as home occupations in this Condominium **unless** clients/patients are

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seen in the Unit only by appointment and those appointments are strictly limited to a total of no more than six (6) visits (by all clients/patients) per week: office of a physician, dentist, optometrist, professional counselor, family practice counselor, professional therapist, chiropractor, physical, occupational or massage therapist, or other health care practitioner.

(6) There shall be no retail sales as part of a home occupation; however the occasional sale of items produced on the premises and shown to individuals by appointment only shall be permissible.

(7) Despite any indication to the contrary, the following home occupations are also **prohibited**: use of a Unit for industrial or quasi-industrial production or manufacturing; production which involves the frequent use of fiberglass, polyester resin, epoxy, or other toxic, noxious or hazardous materials, welding, woodworking, spray painting, silk screening, or on-site film processing using toxic or hazardous materials.

(8) Other home occupations which are not specifically listed in this Article 7 as either permitted or prohibited might be permitted as delineated below, but only if they qualify as (1) a similar low-impact art or craft studio pursuant to (j)(1); (2) a similar custom tailoring shop pursuant to (j)(2), or (3) an office of a similar professional pursuant to (j)(4). The Unit Owner or Tenant proposing the home occupation shall obtain a written determination from the Code Enforcement Officer of the City of Saco that the specific proposed use would be allowed under the applicable Contract Zone Agreement or would be permitted after filing an application for a Home Occupation/Minor Conditional Use permit in compliance with the City's zoning code, as it may be amended from time to time. In addition, the Unit Owner or Tenant shall also request and obtain permission from the Board of Directors of the Condominium Owners' Association to establish that use. The Board may grant permission so long as the proposed use is similar to and no more objectionable than those home occupations which are listed as permitted. The Board may condition its approval upon the applicant agreeing to limit external impacts or mitigate anticipated impacts in specific ways.

(9) Prior to establishing a home occupation use, even if listed here as permitted, each Unit Owner or Tenant must register the business at the office of the City Clerk of Saco and apply for any applicable business licenses as required by Section 132 of the City Code. A Unit Owner or Tenant who intends to establish a Home Occupation shall so indicate at the time of submitting a building permit application for improvements or structural changes to the Code Enforcement Officer. Except as specifically modified by the Contract Zone Agreement applicable to this Condominium, all uses established as a home occupation within a Unit shall adhere to all applicable building codes and life safety codes adopted by the City of Saco and the State of Maine.

Section 7.2. Interval Ownership Prohibited. No ownership interest in any Unit in the Condomin-

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ium 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 may be leased for transient purposes and no unit may be leased for a period of less than three (3) months. No portion of any unit (other than the entire unit) shall be leased for any period.

No unit owner shall rent or lease a unit other than in accordance with a written form of lease which contains the following provisions:

(a) requiring the tenant to comply with the Declaration, the Bylaws and Rules and Regulations;

(b) providing that failure to comply constitutes a default under the lease;

(c) providing that 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 unit owner after thirty (30) days prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease, and

(d) in the event that the payment of common charges and/or service charges or other amounts due to the Association becomes more than thirty (30) days past due, authorizing the Association to require the tenant to pay directly to the Association the rent on the unit in an amount of up to the balance of current and delinquent common charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or eligible mortgage holder which has exercised an assignment of rents. The Association's notice to the tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of common charges and other fees due. The Unit owner shall have ten (10) days after such notice is sent to file any objection, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of canceled checks or other written evidence of objection or miscalculation of the amounts due. The unit owner must state what amounts, if any, which the owner admits is owed to the Association.

Any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a unit.

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Each tenant shall be required to show proof of contents insurance and the Unit Owners must not suspend their own condominium owners insurance policy during the period of rental. Regardless of the terms of rental, timely payments of the Unit's monthly fees and special assessments during the rental period remain the responsibility of the Unit Owner.

Each unit owner of a condominium unit shall, promptly following the execution of any written lease of a condominium unit, forward a true copy thereof to the Board of Directors.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

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 or her Unit. Failure to so comply shall give the Board of Directors, on behalf of the Association, the right to take action to enter the Unit to abate the violation; to assess fines and penalties in the amount of 10% of the then monthly assessment of the Unit for each violation (with each day during which a violation is found to exist or continue to be considered a separate violation); to assess expenses for maintenance, repair or replacement of damage caused by the violation; to commence appropriate legal proceedings to enjoin, abate or remedy the continuance of any violations, or to recover damages or for injunctive relief, or both; to suspend use of the common elements except for access to the Unit and utility services to the Unit; and/or to assess all costs incurred by the Association, including court costs and attorneys' fees, in the process of rectifying any violation, all as may be further outlined in the Rules and Regulations. Failure to so comply shall also be grounds for an action in a proper case maintainable by an aggrieved Unit Owner against another Unit Owner or against the Association.

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 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 (1) any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned equally, (2) any common expense which, in the judgment of the Board of Directors of the Association, benefits fewer than all of the Units shall be assessed exclusively against the benefited Units, and (3) notwithstanding anything to the contrary, if any common expense is caused by the misconduct of any unit owner, the Board of Directors may assess that expense exclusively against that unit owner. 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 Unit, as provided by the Condominium Act; and the recording of this Declaration shall constitute record notice of such lien. Such assessments shall be the personal obligation of the Unit Owner who owns the Unit at the time such assessments become due and such personal liability shall not pass to successor Owners of

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the Unit unless such successor Owner agrees to assume the obligation. Any lien for delinquent common expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit if the mortgage was recorded either before or after the date on which the assessment sought to be enforced becomes delinquent. A lien against the Unit so purchased for assessments imposed pursuant to this Declaration or the Act shall not be affected by such sale, conveyance or other transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish any lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent unit owner from paying further assessments. Assessments will begin as to all existing Units, including all Units owned by the Declarant, upon the later of: (1) sixty (60) days after the first conveyance of any Unit, (2) when the Association commences making common expense assessments against any Unit Owner; or (3) when the Declarant has obtained a Certificate of Occupancy for the Unit.

It is understood that real estate taxes are to be separately taxed to each Unit Owner for such owner's Unit and the corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements, excluding units already assessed by the City directly to purchasers of such units.

Each Unit Owner shall pay for such owner's telephone, electricity, and other utilities that are separately metered or billed to each user by the respective utility company. Except as may otherwise be provided herein, utilities that are not separately metered or billed shall be treated as part of the common expense and Unit Owners shall take reasonable steps to conserve such utilities. If a Unit Owner fails to take reasonable steps to conserve such utilities and/or wastes such utilities, the Board of Directors may assess that Unit Owner for that Unit Owner's disproportionate use of such utilities.

Section 7.6. Working Capital Fund. The Declarant shall establish a working capital fund for the Association equal to a minimum of two times the estimated monthly Common Expense Assessment for each Unit. 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 the working capital fund that shall be maintained in a segregated account for the use and benefit of the Association. 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 or her 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.

Section 7.7. Maintenance. Each Unit Owner shall furnish and be responsible for, at his or her own expense, all the maintenance, repairs and replacements within his or her own Unit and for the payment of any insurance deductible on damages within the Unit. Each Unit Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would

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affect the Condominium in its entirety (or any part thereof) or would affect a part belonging to one or more other Unit Owners, and each Unit Owner 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 to enter the Unit 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. 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.

All repairs of internal installations of the Unit such as water, light, power, sewerage, telephones, sanitary installations, exterior surfaces of doors, window glass, lamps, and all other accessories belonging to the Unit area shall be performed at the Unit Owner's expense.

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

All other maintenance and repair of the common elements, including but not limited to the limited common elements, shall be performed at the direction of the manager or Board of Directors, and shall be a common expense. However, assessments associated with maintenance, repair or replacement of limited common element shall be assessed against the Unit(s) to which that limited common element is assigned equally, and any common expense which benefits fewer than all of the Units shall be assessed exclusively against the benefited Unit(s), pursuant to Section 7.5 of the Declaration.

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 Condominium Act and the Bylaws. If in a request to the Association forwarded by an Eligible Mortgage Holder (as defined in Section 12.3 below), a mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association at a commercially reasonable cost.

Section 7.9. Covenants. The provisions of this Declaration 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 and this Declaration.

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Section 7.10 Household Pets. The following use restrictions apply to household pets:

(a) No animals, birds or reptiles of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that orderly dogs, cats or other household pets, not to exceed a total of two per Unit, may be kept in a Unit. Additional numbers of such pets may be kept with the prior approval of the Board, subject to compliance with this Section 7.10, the Bylaws and the Rules and Regulations.

(b) A pet permitted pursuant to (a) above may be maintained in a Unit only so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, meowing, or scratching such that it disturbs another Unit Owner's rest or quiet enjoyment of his or her Unit; unhygienic offensiveness; causing repeated damage to the landscaping or other Common Elements; or a pet owner's repeated failure to comply with these pet rules.

(c) All pets must be registered and inoculated as required by law.

(d) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

(e) When upon the Common Elements of the Property, pets must be confined in a container or leashed on a leash which does not exceed six feet in length, and, in either case, attended by a responsible person.

(f) Owners of pets which enter upon the Common Elements must promptly clean up their pet's droppings.

(g) Unless otherwise authorized in advance in writing by the Board of Directors, no animal may be tied or leashed outside the Unit at any time and exterior pet runs of any type are not allowed at the Condominium.

Section 7.11 Miscellaneous Use Restrictions. The following additional restrictions apply to use:

(a) No Smoking in Common Areas: No Unit Owner, Tenant or Resident or guest or invitee of a Unit Owner, Tenant or Resident shall smoke any tobacco product anywhere upon the Common Elements of the Building, including but not limited to the halls, stairs, elevator, community room, lobby, and entrances or within fifty (50) feet of the entrance to the Building.

(b) The Limited Common Element parking areas may not be used for any purpose other than parking passenger automobiles and trucks with a gross vehicle weight of less than 6,000 pounds. No buses, trucks with a gross vehicle weight in excess of 6,000 pounds, trailers, boats or recreational vehicles shall be parked in the Limited Common Element parking area. All vehicles must have current license plates and be in operating condition. Car repairs shall not be done on any portion of the Property.

(c) No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal

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property shall be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements.

(d) Nothing shall be stored upon or obstruct any of the Common Elements, including stairways and hallways, except in those areas, if any, designated for storage by the Declaration or the Board.

(e) Unit Owners may install window-mounted air-conditioners, provided that no owner may install more than two such air conditioners. If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal. The air conditioner may remain in place from May through October, but must be removed during the winter months. The Unit Owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

(f) Unit Owners may not install any fireplace or stove in the Unit which is designed to burn coal, wood, pellets, or any other material, except that a gas fireplace and/or a gas stove may be installed if it is in compliance with all of the requirements of the City of Saco fire marshal and codes, and if it is permitted by an affirmative vote of the Board of Directors after a review of plans and consideration of any conditions required by the Board of Directors pertaining to vent installation, vent inspection and regular cleaning.

(g) No signs, communications or writings of any character, window displays and no advertising shall be erected, posted or displayed upon, in, from or about any Common Element or Limited Common Element or any Unit window or door without the prior written approval of the Board. However, the right is reserved by the Declarant to place "For Sale", "For Rent", or "For Lease" signs adjacent to or in any unsold or unoccupied Units and on the Condominium property generally. The right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event shall any sign be larger than one foot by two feet.

(h) Without the prior written approval of the Board, no Unit Owner shall cause or permit anything to be hung, installed, or displayed on the exterior of a unit or upon a Common Element. This prohibition includes, without limitation, works of art, laundry, clothing, rugs, signs (except for directional signs installed by the Declarant or the Association or signs as described in paragraph (g) above), awnings, canopies, shutters, radio or television antenna, or any other items. Under no circumstances shall any television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her unit except with the prior written permission of 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; (b) to exercise any development rights; (c) to maintain sales offices,

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management 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 pursuant to section 9.2 below. In addition, the Declarant reserves, in favor of itself and any successor Declarant, the following rights with respect to the Property (the "Special Declarant Rights") until the construction, marketing and sale of all units:

(a) To locate and relocate in the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television, natural gas, and sewer and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through units sold by Declarant to third parties without such unit owner's consent and that the common elements promptly shall be reasonably restored upon disturbance;

(b) To connect with and make use of utility lines, wires, pipes, conduits and facilities located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) To use the common elements and limited common elements for ingress and egress, for the alteration, repair and construction of units, common elements and limited common elements (including without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of ponds, drainage ditches and swales and the installation of signs and lighting for sales and promotional purposes;

(d) To use the common elements and limited common elements for the ingress and egress of itself, its employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property (upon relocation, the furnishings thereof may be removed); to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

(e) Those Special Declarant Rights established under the Condominium Act.

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

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hereunder to Unit Owners other than the Declarant.

ARTICLE 9
BOARD OF DIRECTORS

Section 9.1. Initial Board of Directors. 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. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five (75%) of the Units to Owners other than the Declarant or (ii) three (3) years following conveyance of the first Unit to a Unit Owner other than the Declarant, all members of the Board of Directors appointed by the Declarant shall resign and the Unit Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) pursuant to the Bylaws, shall elect a Board of Directors composed of five (5) persons, each of whom shall be a Unit Owner or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, then a designated agent thereof.

Section 9.3. Powers of Board of Directors. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Declaration or the Bylaws, the Board of Directors (hereinafter sometimes "Board") may act on behalf of the Association, and shall have all of the powers described in Section 1603-102 of the Condominium Act and necessary for the administration of the affairs of the Association.

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 the Condominium Act.

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

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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.

(c) In the event of condemnation, destruction or liquidation of all or a part of the project, each Unit Owner shall be deemed to have delegated to the Association the right to represent the Unit Owner in any related proceedings, negotiations, settlements or agreements. Each Unit Owner shall appoint the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the project should be made based on the relative value of each unit and in accordance with the formula used to determine the Unit Owner's individual interest in the common elements.

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. Any court decree pertaining to eminent domain 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 per-

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mitted 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

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:

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

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

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

(d) The conveyance or subjection to a security interest of any portion of the Common Elements, except in connection with the mortgage of a Unit;

(e) 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;

(f) 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

(g) Any default in the performance or payment by a Unit owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense Liabilities, that continues for more than 60 days.

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. An "Eligible Mortgage Holder" means the

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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.

In the event of any proposed actions described in Paragraphs (a), (b), (c), (d) or (e) 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 (g) 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 (a) to (f) 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) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

(3) reductions in 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;

(6) redefinition of any Unit boundaries;

(7) conversion of Units into Common Elements or Common Elements into Units;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

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(9) hazard or fidelity insurance requirements;

(10) imposition of any restrictions on the 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 if 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 damage or partial condemnation) in a manner other than as specified in the Declaration or the By laws;

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

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

(16) change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;

(17) the merger or consolidation of the Condominium with another condominium or the subjection of the Condominium to a master association; or

(18) any change in the Association's right to lien a unit for unpaid common expense assessments or a change in the priority of such liens.

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 material 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 Eligible Mortgage Holders. The Association shall send timely prior written notice of the following matters by prepaid United States mail to Eligible Mortgage Holders:

(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;

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(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 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 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 (including the Declaration and Articles of Incorporation), 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

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, but shall continue to apply to conveyances other than the foregoing.

ARTICLE 13
TERMINATION

Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which eighty percent (80%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

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ARTICLE 14
MISCELLANEOUS

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

14.2 Unit Owner's Rights and Duties. Each Unit Owner in a condominium project shall be subject to all the rights and duties assigned to owners under the terms of the Declaration, Bylaws, Rules and Regulations and related documents. When there are unsold Units in the project, the Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

14.3 Severability. The provisions of this Declaration shall be deemed independent and severable. If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

14.4 Use of Common Elements by Unit Owner in Default. Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Rules and Regulations of the Association pertaining to the use of common elements and facilities, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

14.5 Dispute between Unit Owners, Association and Declarant. In any dispute between more than one Unit Owner and the Declarant regarding the common elements or this Declaration, the Board of Directors shall act for the Unit Owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided initially by mediation using the services of a mediator acceptable to all parties to the dispute (which acceptance must be made in good faith). If such mediation fails, the parties may have resort to available legal remedies.

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

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14.7 Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium and to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

14.8 Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by PETER L. BASS, its Sole Member and Manager, thereunto duly authorized this 6th day of January, 2005.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

RANDOM ORBIT, LLC

By: _____
Peter L. Bass
Its Sole Member and Manager

STATE OF MAINE
CUMBERLAND, ss. January 6, 2005

Personally appeared the above named PETER L. BASS, Sole Member and Manager of said RANDOM ORBIT, LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said Company.

Before me,

_____
~~Notary Public~~/Attorney at Law

Printed name: _____

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SCHEDULE A
LEGAL DESCRIPTION

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in the City of Saco, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod with survey cap driven into the ground marking the intersection of the northwesterly side of Park Street with the northeasterly side of Central Street as shown on "Plan No. Two – A Plan of Land in Saco Situated on North Street on the Southerly Side of the Railroad Belonging to the Heirs of the Late Eunice Nye as Divided into Lots," dated August, 1862, by D. Jordan and recorded at the York County Registry of Deeds in Plan Book 1, Pages 58 and 59; said point of beginning also being the easterly corner of land described in the deed from Random Orbit, LLC to the City of Saco, dated April 13, 2004, and recorded at said Registry in Book 14047, Page 536;

Thence, from said point of beginning, North 36°-04'-00" West, by said northeasterly side of Central Street and said City of Saco land, a distance of 40.00 feet to an iron rod with survey cap driven into the ground;

Thence, North 72°-58'-45" West, by said City of Saco land and across said Central Street, a distance 41.21 feet to an iron rod with survey cap driven into the ground;

Thence, North 63°-54'-45" West, across said Central Street, a distance of 52.98 feet to an iron rod with survey cap driven into the ground on the southwesterly side of Central Street and land described in the deeds to the City of Saco recorded at said Registry in Book 9882, Pages 272, 274, 276 and 278;

Thence, North 36°-04'-00" West, by said southwesterly side of Central Street and the last named City of Saco land, a distance of 169.25 feet to an iron rod with survey cap driven into the ground;

Thence, North 71°-13'-15" East, by land now or formerly of the Boston and Maine Railroad as shown on a plan entitled "Right of Way and Track Map, Boston and Maine Railroad, Station 4993 + 47 to Station 5046 + 27", dated June 30, 1914, sheet V2ME/97C, a distance of 392.56 feet to a "PK" nail found set in a landscape timber;

Thence, South 21°-32'-30" East, by land of Parkwood Place Condominium as shown on a "Plan Showing A Standard Boundary Survey, Condominium Plat, and Plans of Parkwood Place Condominium," dated October 25, 1993 by Dow & Coulombe, Inc. recorded at said Registry in Condo File 456, Page 1, a distance of 171.19 feet to an iron rod with survey cap driven into the ground;

Thence, South 52°-35'-00" West, by said northwesterly side of Park Street, a distance of 282.47 feet to the point of beginning.

Containing 1.788 acres.

The bearings used in this description refer to the 1979 Magnetic Meridian as calculated from said Parkwood Place Condominium plan.

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The lines of Park Street and Central Street are per the first herein named Eunice Nye plan.

Reference is made to "ALTA/ACSM Land Title Survey Made For Random Orbit, LLC," dated December 6, 2004, by Dow & Coulombe, Inc.

Reference is made to the deed from Lunder Shoe Products Company to Random Orbit, LLC dated July 15, 2003 and recorded in the York County Registry of Deeds in Book 13161, Page 185; the Order of Discontinuance of Central Street by the City Council of Saco, dated February 2, 2004 and recorded in said Registry of Deeds in Book 13989, Page 285; the deed from the City of Saco to Random Orbit, LLC dated April 13, 2004 and recorded in said Registry of Deeds in Book 14047, Page 538; and the deed from Random Orbit, LLC to the City of Saco dated April 13, 2004 and recorded in said Registry of Deeds in Book 14047, Page 536.

The above-described parcel of land is **SUBJECT TO and BENEFITTED BY a Drainage Easement** granted by the City of Saco to Random Orbit, LLC, its successors and assigns, to allow, facilitate and maintain drainage and the flow of surface water across, over and upon the below referenced parcels for purposes of controlling and directing the surface water on the land owned by Random Orbit, LLC, its successors and assigns, to certain drainage facilities and features including an adjacent brook and an existing culvert, said Easement to include the right to enter onto such land to contour the land, to remove vegetation and debris, install rip rap, and repair and replace such other features as reasonably necessary to accomplish the purposes described therein, all as further subject to the terms set forth in the Drainage Easement Deed dated April 13, 2004 and recorded in the York County Registry of Deeds in Book 14047, Page 540, over the two parcels described below:

Drainage Easement Parcel #1:

Beginning at an iron rod with survey cap driven into the ground at the intersection of the northwesterly side of Park Street with the northeasterly side of Central Street as shown on "Plan No. Two – A Plan of Land in Saco Situated on North Street on the Southerly Side of the Railroad Belonging to the Heirs of the Late Eunice Nye as Divided Into Lots" dated August, 1862, by D. Jordan and recorded at York County Registry of Deeds in Plan Book 1, Pages 58 and 59; said iron rod with survey cap also marking the southerly corner of lot #103 as shown on said plan and marking the southerly corner of land described in a deed from Lunder Shoe Products Company to Random Orbit, LLC dated July 15, 2003 and recorded in said Registry in Book 13161, Page 185;

Thence, from said point of beginning, South 52°-35'-00" West, by said Park Street 49.52 feet;

Thence, North 36°-04'-00" West, by the southwesterly side of said Central Street 120.97 feet to the southwesterly corner of other land conveyed by the City of Saco to Random Orbit, LLC by deed dated April 13, 2004 and recorded in the York County Registry of Deeds in Book 14047, Page 538;

Thence, South 63°-54'-45" East, a distance of 52.98 feet to the southeasterly corner of the said land conveyed by the City of Saco to Random Orbit, LLC as aforesaid;

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Thence, South 72°-58'-45" East, a distance of 41.21 feet to the northeasterly side of Central Street;

Thence, South 36°-04'-00" East, by the northeasterly side of Central Street and the southwesterly side of said lot #103, a distance of 40.00 feet to the point of beginning.

Drainage Easement Parcel #2:

Beginning at a point which is South 52°-35'-00" West, by said Park Street 49.52 feet from the point of beginning of Drainage Easement Parcel #1 described immediately above, which point is also the southwesterly corner of said Drainage Easement Parcel #1;

Thence, North 36°-04'00" West by the southwesterly side of Central Street 40.00 feet to a point;

Thence, South 52°-35'-00" West, on a line parallel with Park Street, approximately 12 feet, more or less, to the brook;

Thence, southeasterly along the centerline of said brook southeasterly to the centerline of a culvert and thence following the centerline of said culvert southeasterly to its intersection with the northwesterly side of Park Street;

Thence, North 52°-35'-00" East by said Park Street approximately 20 feet, more or less, to the point of beginning.

The declaration of condominium being further SUBJECT TO:

(1) A utility easement granted to Central Maine Power Co. and New England Telephone & Telegraph Co., recorded in said Registry in Book 1810, Page 53;

(2) The restrictions, terms, notes and provisions set forth in "Final Subdivision and Site Plan, Park Street Loft Condominium" for Random Orbit, LLC by Stephen W. Tibbetts, P.E., dated December 23, 2003 and recorded on April 6, 2004 in York County Registry of Deeds in Plan Book 289, Page 48;

(3) Possible private rights of others in and to a paper street known as Central Street as shown on Plan of Nye Pasture, so called, drawn by D. Jordan in August, 1862 and recorded in York County Registry of Deeds in Plan Book 1, Pages 58 and 59;

(4) The terms and conditions of an Order of Discontinuance of Central Street by the City Council of Saco, Maine, dated February 2, 2004 and recorded in York County Registry of Deeds in Book 13989, Page 285;

(5) An underground line easement granted to Central Maine Power Company and Verizon New England Inc., dated June 29, 2004 and recorded in the York County Registry of Deeds in Book 14193, Page 545; and

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(6) Mortgage and Security Agreement granted by Random Orbit, LLC to Banknorth, N.A., dated May 14, 2004 and recorded in the York County Registry of Deeds in Book 14086, Page 721.

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SCHEDULE B

UNIT NUMBERS; COMMON ELEMENT INTERESTS; COMMON EXPENSE LIABILITY; VOTE; PARKING SPACES

UNIT NUMBER	COMMON ELEMENT INTEREST AND COMMON EXPENSE LIABILITY	VOTE	PARKING SPACES	BASEMENT STORAGE UNIT
101	2.941%	1	36, 74	101
102	2.941%	1	35, 73	102
103	2.941%	1	34, 72	103
104	2.941%	1	12, 48	104
105	2.941%	1	11, 47	105
107	2.941%	1	30, 68	107
201	2.941%	1	22, 60	201
202	2.941%	1	23, 61	202
203	2.941%	1	49, 50	203
204	2.941%	1	10, 46	204
205	2.941%	1	9, 45	205
206	2.941%	1	1, 37	206
207	2.941%	1	31, 69	207
301	2.941%	1	21, 59	301
302	2.941%	1	24, 62	302
303	2.941%	1	51, 52	303
304	2.941%	1	8, 44	304
305	2.941%	1	7, 43	305
306	2.941%	1	27, 65	306
307	2.941%	1	29, 67	307
401	2.941%	1	20, 58	401
402	2.941%	1	25, 63	402
403	2.941%	1	53, 54	403
404	2.941%	1	6, 42	404
405	2.941%	1	5, 41	405
406	2.941%	1	28, 66	406
407	2.941%	1	32, 70	407
501	2.941%	1	19, 57	501
502	2.941%	1	26, 64	502
503	2.941%	1	55, 56	503
504	2.941%	1	4, 40	504
505	2.941%	1	3, 39	505
506	2.941%	1	2, 38	506
507	2.941%	1	33, 71	507

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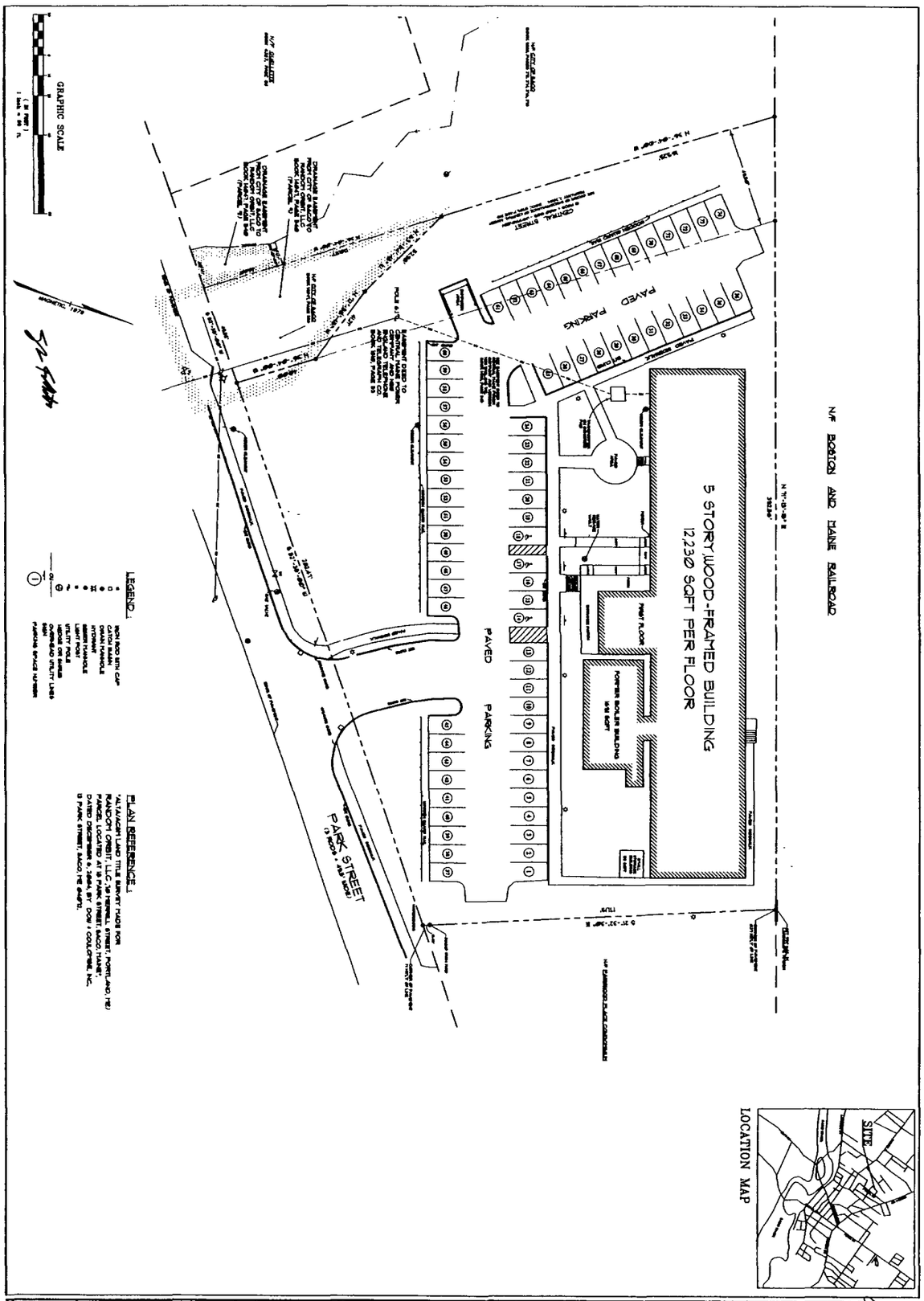

CP1	CONDOMINIUM PLAT PARK STREET LOFTS CONDOMINIUM 18 Park Street Saco, Maine	Date: 1/06/2004 Drawn By: Revisions:	Scale: 1" = 20' Checked By:	Project: PARK STREET LOFTS CONDOMINIUM 18 Park Street Saco, Maine	Engineering: Stephen W. Tibbetts, P.E. Consulting Civil Engineer 108 Maine Street Brunswick, Maine 04011 (207) 725-7667 Fax (207) 725-2667	Owner Random Orbit, LLC 70 Merrill Street Portland, Maine 207-772-0885

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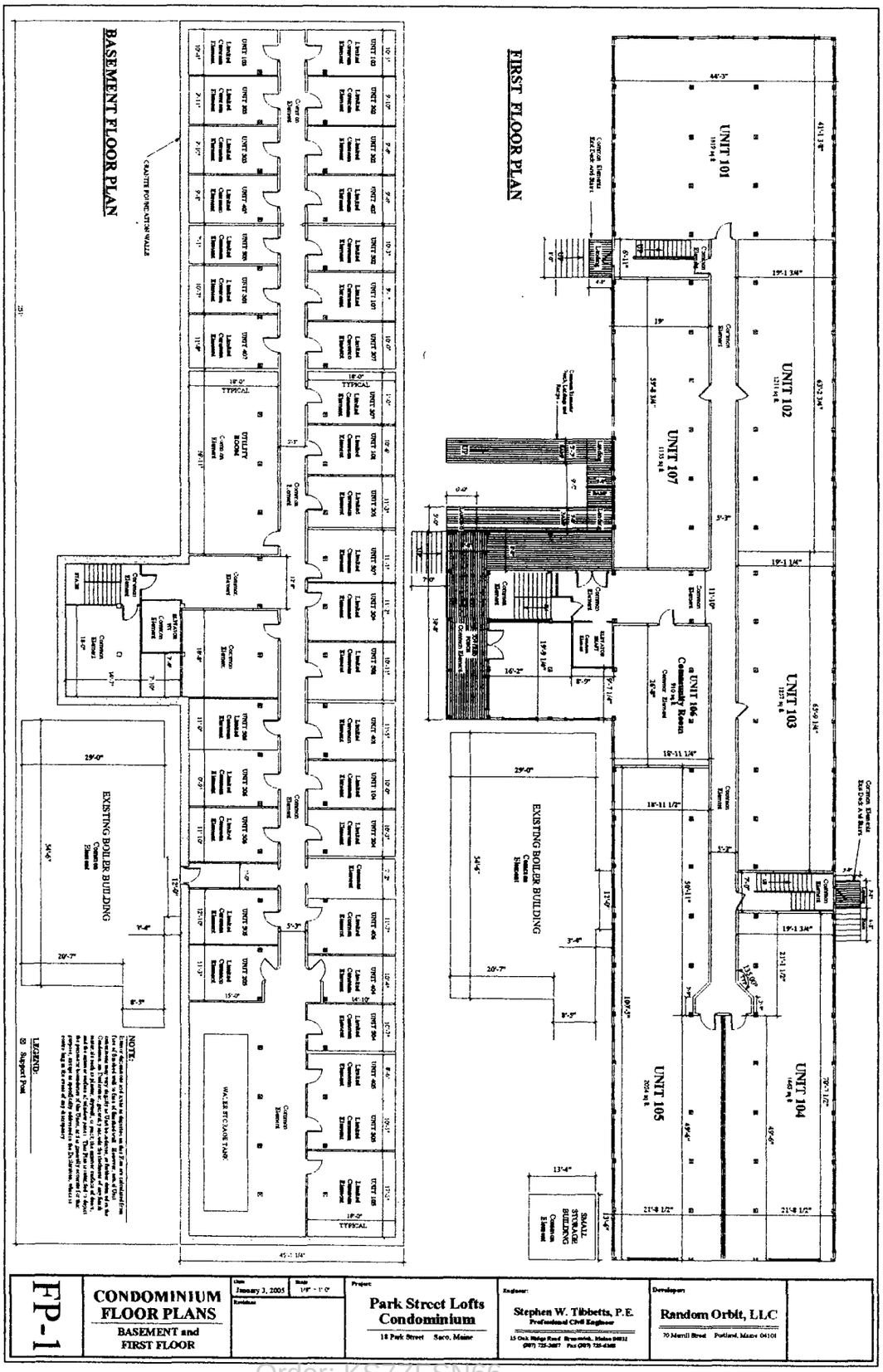

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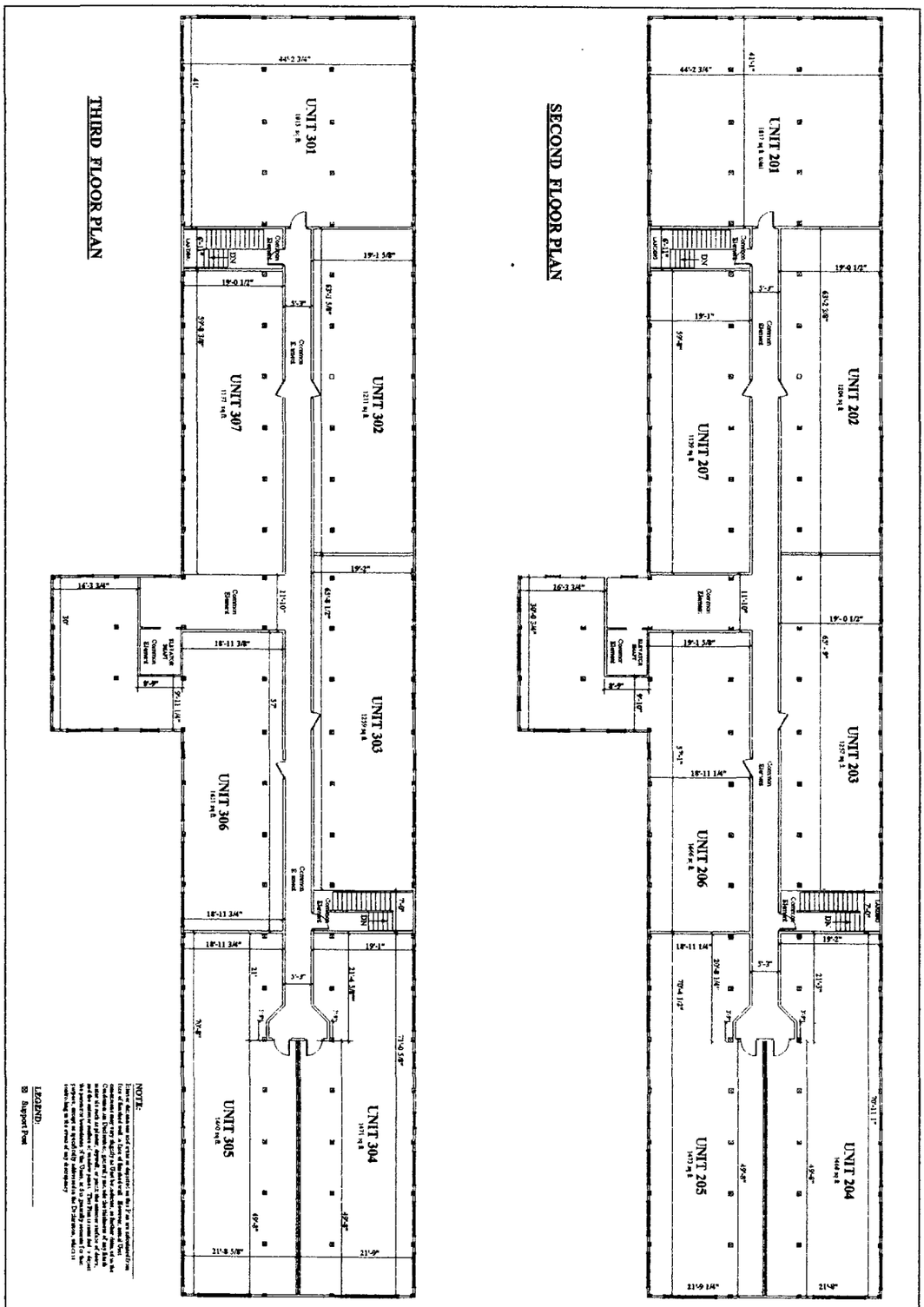

FP-2	**CONDOMINIUM FLOOR PLANS** SECOND and THIRD FLOOR	Date: January 3, 2005 Revised:	Scale: 1/8" = 1'-0"	Project: **Park Street Lofts Condominium** 18 Park Street Saco, Maine	Engineer: **Stephen W. Tibbetts, P.E.** Professional Civil Engineer 15 Oak Ridge Road Brunswick, Maine 04011 (207) 725-3887 Fax (207) 725-6669	Developer: **Random Orbit, LLC** 70 Merrill Street Portland, Maine 04101

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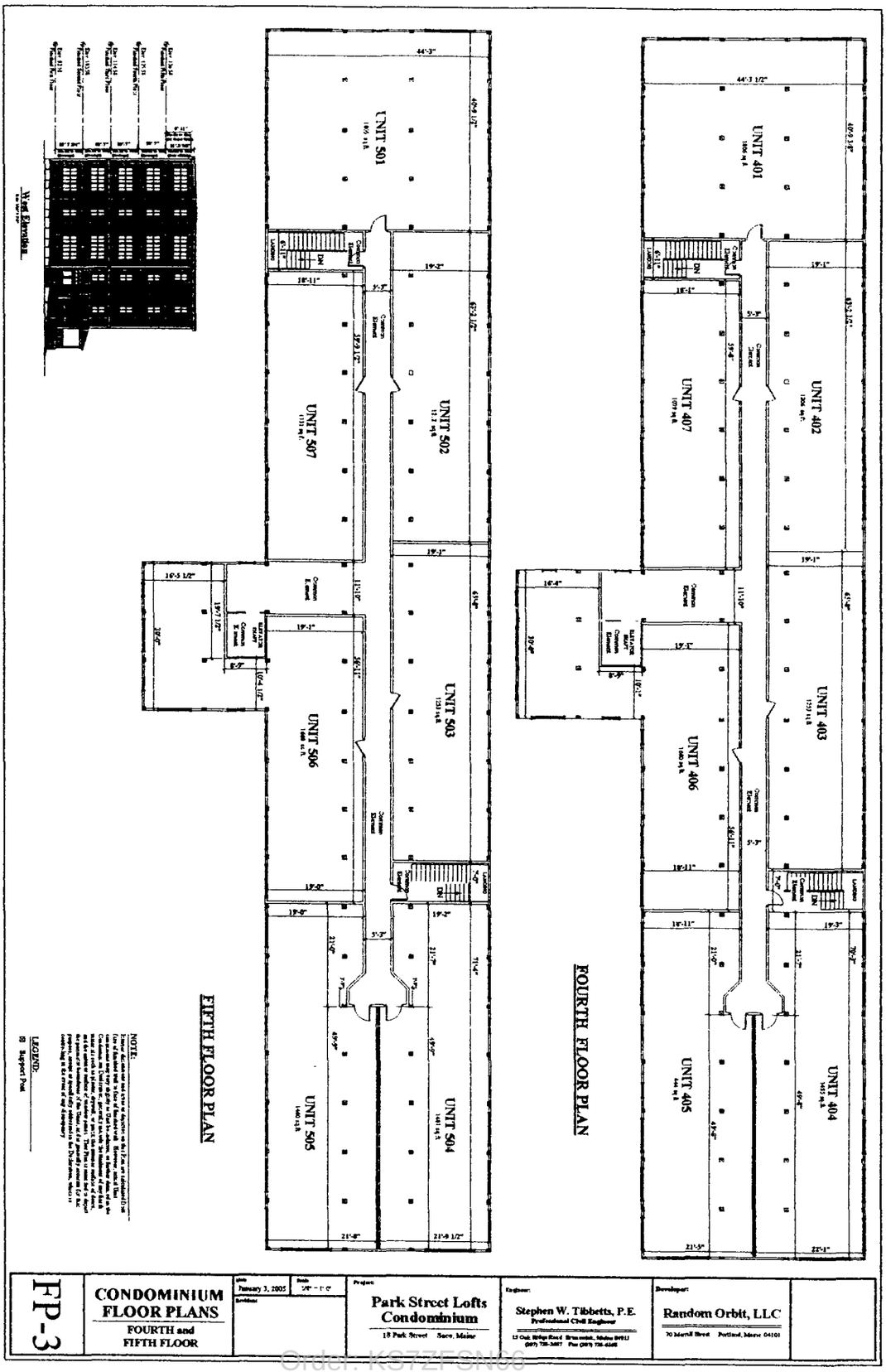
41 Pg → Mail: Chester & Vestal, 107 Congress St., Portland, ME 04101



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