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DECLARATION OF MORNINGSIDE, A

CONDOMINIUM

DECLARATION PURSUANT TO TITLE 33,
CHAPTER 31, SECTION 1601-101, ET
SEQ. AS AMENDED KNOWN AS THE
MAINE CONDOMINIUM ACT

DECLARANT	PROPERTY INVESTMENTS, INC.
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DECLARATION OF MORNINGSIDE, A CONDOMINIUM

THIS DECLARATION (the "Declaration") is executed as of the first (1st) day of September, 1985, by PROPERTY INVESTMENTS, INC., a Maine corporation (the "Declarant") pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act").

ARTICLE I
CREATION OF CONDOMINIUM; DEFINED TERMS

1.1 Declaration of Property. The Declarant, owner in fee simple of that certain lot or parcel of land (the "Land") in the City of Bangor, County of Penobscot and State of Maine more particularly described in Schedule A and of all buildings and improvements to be constructed on the Land and all easements, rights, privileges and appurtenances thereunto belonging (collectively, the "Property") hereby submits the Property to the provisions of the Act, and creates with respect to the Property a condominium as defined in Section 1601-103(7) of the Act (the "Condominium").

The Property is depicted on the Plats of the Land (the "Plats") and Plans of such buildings and improvements to be constructed thereon (the "Plans") a reduction of a true copy of the originals of which Plats and Plans are attached to this Declaration as Schedules B-1 and B-2. The original Plats consist of a Subdivision Plan recorded in D108-84 ("Plat 1"), and Plats of Land of the Condominium ("Plat 2") and a Site Plan approved by the City Planner ("Plat 3") both recorded herewith. The original Plans are recorded herewith. The descriptions in Plat 2 control Plats 1 and 3 and Plat 3 controls Plat 1.

1.2. Defined Terms. As provided in Section 1601-103 of the Act, capitalized terms not otherwise defined in this Declaration as it may be amended from time to time, or the Plats and Plans, shall have the same meanings as specified in the Act. The following terms which are not otherwise defined in this Declaration shall have the following specific meanings in this Declaration:

1.2.1. "Additional Real Estate" means the real estate described in Schedule A-1 which has not yet been added to the Condominium and submitted to the Act, but which may hereafter be added as a whole or in part to the Condominium pursuant to this Declaration and the Act.

1.2.2. "Allocated Interests" mean (a) the Common Element Interest, (b) the Common Expense Liability and (c) the Votes in the Association, allocated to each Unit pursuant to this Declaration.

1.2.3. "Association" means the association of the Unit Owners organized as a nonprofit corporation under the Maine Non Profit Corporation Act.

1.2.4. "Building" means any building erected or to be erected on the Land described in Paragraph 3.2 or on any other Real Estate subject to development rights containing one or more Units whether in vertical or horizontal arrangement, as well as other improvements comprising a part of a Building or intended to be used for purposes incidental to the use of a Building.

1.2.5. "By-Laws" means such governing regulations for the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

1.2.6. "Common Elements" mean all portions of the Condominium other than the Units.

1.2.7. "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit.

1.2.8. "Common Expenses" mean and include, but are not limited to, (a) the cost of maintenance, management, operation, repair and replacement of the Common Elements and such Limited Common Elements and such parts of the Units as to which pursuant to this Declaration it is the responsibility of the Association to maintain, repair and replace, (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of this Declaration and the fees and disbursements of the Insurance Trustee, if any, (c) such amounts as the Executive Board may deem necessary to provide for general operating reserve funds, reserve funds for replacements and contingencies, and such other reserve funds as may be required by the By-Laws or as the Executive Board may periodically establish, (d) sums that the Executive Board may deem necessary to compensate for any deficits in receipts over expenses for the previous fiscal year, and (e) the charges and fees for energy, electricity, heat, water, electricity, gas and sewer services furnished to the Condominium to the extent not separately metered to individual Units and charged to individual Unit Owners; and (f) such other costs and expenses that may be declared by the Act, this Declaration, the By-Laws, or resolution or agreement by the Executive Board, Unit Owners, or any two or more of the foregoing, to be Common Expenses of the administration, operation, maintenance and repair of the Condominium and Property and the rendering to Unit Owners of all related services.

1.2.9. "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. The Common Expense Liability allocated to the Unit is a percentage equal to the Common Element Interest appurtenant to the respective Unit.

1.2.10. "Condominium Documents" mean this Declaration the Plats, Plans and the By-Laws.

1.2.11. "Convertible Real Estate" means real estate presently or hereafter included within the Condominium Property in which the Declarant has or shall reserve the Development Right to create Units, Common Elements and Limited Common Elements pursuant to the provisions of this Declaration and the Act.

1.2.12. "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) five (5) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of 75% of the Units which Declarant has reserved the Development Rights to create.

1.2.13. "Divisible Units" mean Units now or hereafter designated by the Declarant pursuant to this Declaration which Declarant shall reserve the Development Rights to subdivide or convert into additional Units, Common Elements, and/or Limited Common Elements pursuant to Sections 1602-110 and 1601-103(11) of the Act.

1.2.14. "Eligible Insurer" means an insurer or governmental guarantor of a Mortgage held by an Eligible Mortgage Holder which has delivered written notice to the Association in the same fashion as described in subparagraph 1.2.15. stating the name and address of such insurer or guarantor and containing the same information and statements with respect to such insurer or guarantor that are required pursuant to subparagraph 1.2.15 with respect to such holder.

1.2.15. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit in the Condominium 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, stating the name and address of the said holder of a Mortgage, the name and address of the Owner of the Unit encumbered by such Mortgage, the identifying number of such Unit, and containing a statement that such Mortgage, is a recorded first Mortgage.

1.2.16. "Executive Board" has the meaning provided in Section 1601-103(13) of the Act.

1.2.17. "Insurance Trustee" means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any. The "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the

Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 1603-113(e) of the Act and the Condominium Documents.

1.2.18. "Limited Common Elements" mean those portions of the Common Elements the exclusive use of which is reserved as an appurtenance to one or more, but fewer than all, of the Units as indicated and allocated pursuant to this Declaration.

1.2.19. "Limited Common Expenses" mean (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Units to which that Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Executive Board may periodically determine, and (b) the Common Expenses for services benefitting fewer than all the Units, which are assessed exclusively against the Units benefitted in accordance with the use of such services in proportion to the relative Common Expense Liabilities of such Units as between themselves, as permitted by Section 1603-115(c)(2) of the Act.

1.2.20. "Majority Vote" or "Majority of Unit Owners" shall mean a vote by the Owners of those Units to which are allocated more than 50% of the Votes in the Association that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy and any specified percentage of Unit Owners means a vote by the Owners of those Units to which are allocated the same specified percentage of the Votes in the Association that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy. The Vote or Votes in the Association allocated to each Unit are equal to the Allocated Interests allocated to that Unit. The approval by a specified percentage of Eligible Mortgage Holders shall mean the approval by the Eligible Mortgage Holders that hold of record Mortgages on Units representing the same specified percentage of the Votes in the Association allocated to all the Units subject to Mortgages held by Eligible Mortgage Holders.

1.2.21. "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee or an Eligible Mortgage Holder. "Mortgagee" means the holder of a Mortgage.

1.2.22. "Purchaser" means a Unit Owner other than the Declarant or a Mortgagee.

1.2.23. "Recorded" means that an instrument has been duly entered of record in the Registry of Deeds in and for Penobscot County, Maine.

1.2.24. "Special Declarant Rights" have the meaning provided in Section 1601-103(25) of the Act and include Development Rights reserved by Declarant and the rights reserved by the Declarant in Article VII and Paragraph 9.2.

1.2.25. "Unit" means a part of the Property designated for any type of separate ownership or occupancy, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way. The "size" of each Unit is the area of the Unit in square feet as determined by reference to the dimensions shown on the Plans. As the context shall require, the term "Unit" shall include the term "Divisible Unit".

1.3. Interpretation. In the event of any conflict or discrepancy between this Declaration, the By-Laws, and the Plats and Plans, the provisions of this Declaration shall govern the By-Laws and the Plats and Plans.

ARTICLE II
IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION

2.1. Name of Condominium. The name of the Condominium is MORNINGSIDE, A CONDOMINIUM.

2.2. Name of Association. The name of the Unit Owners Association organized under and identified in Section 1603-101 of the Act (the "Association") is MORNINGSIDE BANGOR CONDOMINIUM ASSOCIATION.

2.3. Location of Condominium. The Condominium is located in the City of Bangor, County of Penobscot, and State of Maine and the address of the Condominium is Husson Avenue, Bangor, Maine.

ARTICLE III
DESCRIPTION OF PROPERTY AND UNITS

3.1. Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A and the location and dimensions of the Property included in the Condominium are depicted on the Plats, a reduction of a true copy of which is attached to this Declaration as Schedule B-1.

3.2. Location and Dimensions of Building. The location and dimensions, or proposed location and dimensions, of each Building and other improvements to be erected on the Land, or as to which the Declarant has reserved the right to erect or not to erect on the Land and the Common Elements are depicted on the Plats and on the Plans, a reduction of a true copy of which Plans are attached to this Declaration as Schedule B-2.

3.3. Maximum Number of Units. The Declarant has created pursuant to this Declaration the Units identified on Schedule C. The Declarant reserves the Development Rights to create a maximum number of two hundred thirty-three (233) Units in the Property, Additional Real Estate, Convertible Real Estate and the Divisible Units, or any two or more of the foregoing.

3.4. Creation of Units. Reference is made to Schedule C for the identifying number and type of each Unit created by this Declaration and to the Plats and Plans for a description of each Unit created by this Declaration including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access and any other information necessary to identify the Unit.

3.5 Unit Boundaries. The boundaries of each Unit created pursuant to this Declaration are situated as shown on the Plats and Plans and shall consist of:

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

3.5.1.1. Upper Boundary: The horizontal plane of the upper surface of the ceiling materials at the point of tangency with the lower horizontal surface of the ceiling joists or ceilng suspension systems.

3.5.1.2. Lower Boundary: The horizontal plane of the top surface of the unfinished subflooring of the Unit.

3.5.2. Vertical (perimetric) Boundaries: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the back surface of the gypsum-board, sheetrock, or other wall materials forming its perimetric walls, extended to the intersections with each other and with the upper and lower Unit boundaries.

3.5.3. The Unit shall include the heating and hot water apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereon, located within the boundaries of the Unit.

3.5.4. Subject to the provisions of subparagraph 3 above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, stairway, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one

Unit or any portion of the Common Elements is a part of the Common Elements.

3.5.5. Subject to the provisions of subparagraph 4 above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

3.6 Allocated Interests. The Allocated Interests allocated to each Unit are listed and allocated to the Units in Schedule C. Each Allocated Interest has been rounded to the nearest one thousandth of one percent (0.001%). The Allocated Interests appurtenant to each respective Unit is a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Unit by the aggregate "sizes" of all the Units in the Condominium. In the event of a discrepancy between the stated Allocated Interests and the result derived from the foregoing formulas, the stated Allocated Interests shall prevail. The Allocated Interests shown for each Unit are subject to change in the circumstances stated in Schedule C.

3.7. Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration and of law and environmental and land-use ordinances and regulations, the subdivision of Units horizontally or vertically and relocation of horizontal or vertical boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so subdivided and the boundaries of which are to be so relocated, subject to compliance with the provisions therefor stated in Section 1602-113 and Section 1602-112 of the Act.

3.8. Alteration of Partitions. Subject to applicable provisions of law, ordinances, and land-use regulations, a Unit Owner may, after acquiring a vertically or horizontally adjoining Unit or adjoining part of a vertically or horizontally adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if such acts do not impair the structural integrity or mechanical systems of the Building in which such Units are located or lessen the support of any portion of the Property. Removal of partitions or creation of apertures under this subparagraph is not an alteration of boundaries.

3.9. Alterations by Unit Owner. A Unit Owner may make nonstructural improvements and alterations to the interior of his Unit but no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of the Buildings, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common

Elements (including the Limited Common Elements) or paint or otherwise change the exterior appearance of his Unit (including, but not limited to, the exterior surfaces of doors) or any other portion of the Condominium without the prior written approval of the Executive Board of the Association or a committee appointed by the Board pursuant to the By-Laws.

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

ARTICLE IV
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND APPLICABLE PROVISIONS

4.1. Common Elements. The Common Elements are shown on the Plats and Plans.

4.2. Allocation of Limited Common Elements. The location and dimension of all Limited Common Elements, except for the portions of the Property described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are described in this Paragraph 4.2, on Schedules B-1, B-2, in subparagraph 3.5.4., and the Plats and Plans. The allocation of Limited Common Elements to the Units cannot be altered except in compliance with Section 1602-108(b) of the Act at the expense of the Owners of the Units involved and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements. The front of the common porches on the second story of each Building, the stairways in each Building leading from the ground level to the second story, any hallways, landings, and doors leading to and from those stairways, as depicted on the Plats and Plans, are Limited Common Elements allocated to the Units in that Building. The following portions of the Property serving a single Unit, but located outside that Unit's boundaries are each allocated as a Limited Common Element to the Unit which it serves:

4.2.1. Any functional balconies, window ledges, decks, and patios as depicted on the Plans, storage spaces in the basement of the Buildings and the parking spaces designated by the Unit's identifying number, as depicted on the Plats and Plans, the mailbox designated by the Unit's identifying number, and any other Limited Common Elements depicted on the Plats and Plans, as allocated to the Unit.

4.2.2. Doors leading from Units to porches, balconies, decks or patios, and their related frames, sills and hardware.

4.2.3. Doors leading from the Unit to the Common Elements and any associated door paneling, frames, glassware, buck, trim, sills and hardware including lock and chime assembly, hinges and closure.

4.2.4. Shutters, awnings, window boxes, windows, skylights and private entryways shown on the Plans, door steps, and stoops designed to serve the Unit.

4.3. Limited Common Elements to be Allocated by Declarant. Portions of the Common Elements may be marked on the Plats and Plans as "Common Elements Which May Be Allocated As Limited Common Elements." These portions of the Common Elements include storage areas in Common Elements storage areas, parking spaces and mailboxes, and are each generically refered to as an "Assignable Limited Area." Mailboxes may not have been so designated but are nevertheless Assignable Limited Areas. Pursuant to Section 1602-105(a)(7) of the Act, the Declarant reserves the exclusive right to assign each Assignable Limited Area as a Limited Common Element for the exclusive use of the respective Unit Owners to whose Units such Assignable Limited Areas shall be assigned and become appurtenant. The Declarant may, without consent or action by the Unit Owners or any Mortgagee, allocate each such Assignable Limited Area as a Limited Common Element pursuant to the provisions of Section 1602-108 of the Act by causing appropriate amendments to this Declaration or to the Plats and Plans to be executed and recorded by Declarant. In addition to causing such an appropriate amendment to be made to allocate an Assignable Limited Area: (a) the Declarant shall evidence the right to such an allocation in the deed to the Unit to which such Assignable Limited Area shall appurtain as a Limited Common Element if the purchaser of the Unit acquires from Declarant prior to closing of the purchase of his Unit the right to obtain from Declarant an allocation to the Unit of the Assignable Limited Area as a Limited Common Element; and (b) if a Unit Owner acquires the right to obtain from Declarant an allocation to the Unit of the Assignable Limited Area as a Limited Common Element subsequent to closing of the purchase of the Unit, the Declarant may but need not evidence the Unit Owner's right to such an allocation in a separate written agreement with the Unit Owner. After all Units have been sold by Declarant, the Association shall have the right to assign any unallocated Assignable Limited Areas pursuant to the provisions of Section 1602-108 of the Act.

4.4. Association Rights to Reserve Common Elements. "Reserved Common Elements" are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all Unit Owners or by non-Unit Owners for specified periods of time. The Executive Board of the Association shall have the power in its discretion from time to time to grant revocable licenses in designated Reserved Common Elements and to establish a reasonable charge for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

4.5. Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration: the Common Element Interests and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance transfer, alienation or encumbrance may refer only to the fee title to the Unit. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration. Except as otherwise provided in this Declaration and the Act, the Common Element Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly executed by all of the Unit Owners and all of the holders of record of any first Mortgage liens upon the Units.

4.6. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

4.6.1 Any Unit Owner in default in the payment of any amount due to the Association or in violation of any provision of this Declaration, the By-Laws, or the rules and regulations of the Association, which violation continues for 30 days after written notice thereof by the Association to the Unit Owner may be prohibited by the Executive Board 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 Executive Board.

4.6.2. Parking of motor vehicles by Unit Owners, the immediate families of Unit Owners, tenants, guests, visitors, and invitees shall be only in the Limited Common Elements and Assignable Limited Areas designated as spaces for parking and in the spaces in the Common Elements designated as spaces for parking. The space in the Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first serve" basis, except as the Executive Board may otherwise determine. No

unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. No storage of any objects shall be permitted in the Common Elements. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind.

4.6.3. Unit Owners shall not erect fences, signs, canopies, clotheslines or other structures, plant or remove trees or shrubs, or materially alter the grading or landscaping, or do any other thing which affects the appearance from the exterior of the Buildings or grounds including Limited Common Elements, except as provided in this Declaration or in accordance with the written permission of the Executive Board or a Committee established by the Board.

4.6.4. Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element except as otherwise provided in this subparagraph, Paragraph 7.4., the By-Laws, or any rules promulgated in writing by the Association, without the prior written approval of the Executive Board or a Committee designated by the Executive Board. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

4.6.5. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Condominium Documents or the Executive Board) without the approval of the Board or a Committee designated by the Executive Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board, or its designee, as appropriate.

ARTICLE V
CREATION OF ADDITIONAL UNITS, LIMITED COMMON ELEMENTS AND/OR COMMON ELEMENTS ON CONVERTIBLE REAL ESTATE AND ADDITIONAL REAL ESTATE

5.1. Reservation. The Declarant hereby designates as Convertible Real Estate all of the Property described in Schedule A upon which Units have not yet been created. Declarant reserves the Development Right and option until the seventh (7th) anniversary date of the recording of this Declaration to create and construct from time to time additional Units, Common Elements, Limited Common

Elements, or any two or more of the foregoing, and to create and to construct any Buildings and improvements to contain the additional Units, Commmon Elements and Limited Common Elements, on any or all portions of the Convertible Real Estate in compliance with Section 1602-110 of the Act and this Declaration without the consent of any Unit Owner or Mortgagee. Additional Units, Common Elements and Limited Common Elements created on the Convertible Real Estate shall be deemed included in the Condominium immediately upon the recording of the amendments to this Declaration, the Plats and Plans as required by Sections 1602-110(a) and 1602-109(f) of the Act. The Development Right to create and construct additional Units, Common Elements, Limited Common Elements, or any two or more of the same, within the Convertible Real Estate may be terminated prior to such anniversary date only upon the recording by the Declarant of an amendment to this Declaration. The Declarant reserves the right to create and construct Units, Common Elements and Limited Common Elements and Divisible Units on any or all portions of the Convertible Real Estate any time, at different times, in any order, without limitation and without any requirement that any other Development Right reserved by the Declarant be exercised at any time. The Declarant reserves the right to designate Common Elements on the Convertible Real Estate which may be subsequently allocated as Assignable Limited Areas. The Declarant reserves the right to create Divisible Units on any or all portions of the Convertible Real Estate.

5.2. Assurances. The Declarant makes no assurances as to the boundaries of the portions of the Convertible Real Estate on which the Declarant will create and construct additional Units, Common Elements or Limited Common Elements, the order in which the Declarant will create and construct additional Units, Common Elements, Limited Common Elements, or any two or more of the foregoing, on those portions and whether if Declarant will so create and construct Units, Common Elements, Limited Common Elements, or any two or more of the foregoing on any portion of the Convertible Real Estate or Additional Real Estate, the Declarant will create and construct Units, Common Elements, Limited Common Elements or any two or more of the foregoing on any or all other portions of the Convertible Real Estate or Additional Real Estate. The Declarant makes no assurances as to whether it will create any Units, Common Elements, Limited Common Elements, or any two or more of the foregoing, on any portion or portions of the Convertible Real Estate if the Declarant exercises any other Development Right or Rights reserved in this Declaration. The maximum number of Units that will be created on the Convertible Real Estate, originally included in the Condominium will not exceed forty-eight (48) Units. The Declarant makes no assurances as to what Buildings and improvements may be constructed on the Convertible Real Estate originally included in the Condominium but such Buildings and improvements will be reasonably compatible with existing Buildings and improvements in the Condominium in terms of general architectural style, quality of construction, and principal materials, provided that Declarant may substitute construction materials of equal or better quality, and that the Declarant may change the combination, size, height and arrangement of Building

and Unit types. The Declarant makes no assurances as to what Buildings and improvements may be constructed on other Convertible Real Estate but such Buildings and improvements will be reasonably compatible with existing Building and improvements in terms of quality of Construction. The Declarant makes no assurances as to the location of any Building or other improvements that may be made on the Convertible Real Estate but such Buildings and improvements will be located approximately as shown on the Plats and Plans if they have been shown on the Plats and Plans, provided that Declarant may change the location of Buildings if marketing factors so indicate. All restrictions in or created by authority of this Declaration affecting the use, occupancy and alienation of Units will apply to the Units created in the Convertible Real Estate except that differentiations may be made by the Declarant as to such Units to reflect and account for considerations that are particular to such Units and the Buildings in which they are located.

5.3. Reservation. The Declarant reserves the Development Right and option until the seventh (7th) anniversary date of the recording of this Declaration to add to the Condominium from time to time any or all portions of the Additional Real Estate described in Schedule A-1, in compliance with Section 1602-110 of the Act and this Declaration without the consent of any Unit Owner or Mortgagee, to create additional Units, Limited Common Elements and Common Elements within the Additional Real Estate and to create and construct any Buildings and improvements to contain the additional Units, Limited Common Elements, and Common Elements. Additional Real Estate shall be deemed added to the Condominium immediately upon the recording of the amendments to this Declaration, the Plats and Plans as required by Sections 1602-110(a) and 1602-109(f) of the Act. The Development Right to add Additional Real Estate to the Condominium may be terminated prior to such anniversary date only upon the recording by the Declarant of an amendment to this Declaration. The Declarant reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other Development Right reserved by the Declarant be exercised at any time, provided that the Additional Real Estate shall not exceed the area described on Schedule A-1. The Declarant reserves the right to maintain models, sales offices and management offices in such portions of the Additional Real Estate as Declarant may designate. The Declarant reserves the right to designate Common Elements in the Additional Real Estate which may be subsequently allocated as Assignable Limited Areas. The Declarant reserves the right to create Convertible Real Estate and Divisible Units on any or all portions of the Additional Real Estate added to the Condominum. If the Declarant does not add any portion of the Additional Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any Building on the Additional Real Estate, and operate the same without restriction.

5.4. Assurances. The Declarant makes no assurances as to the boundaries of the portions of the Additional Real Estate that Declarant will add to the Condominium, the order in which those

portions of the Additional Real Estate may be added to the Condominium, and whether if any portion of the Additional Real Estate will be added to the Condominium, any or all other portions of the Additional Real Estate will be added to the Condominium. The Declarant makes no assurances that any portion or portions of the Additional Real Estate will be added to the Condominium if the Declarant exercises any other Development Right or Rights reserved in this Declaration. The maximum number of Units which the Declarant may create on the Additional Real Estate will not exceed one hundred eighty-five (185) Units. The Declarant makes no assurances as to what improvements may be constructed on the Additional Real Estate but such improvements will be reasonably compatible with existing Buildings and improvements in the Condominium in terms of quality of construction. All restrictions in or created by authority of this Declaration affecting the use, occupancy and alienation of Units will apply to any Units created in the Additional Real Estate, except that differentiations may be made by the Declarant as to such Units to reflect and account for considerations that are particular to such Units and the Buildings in which they are located. Differentiations may also be made by the Declarant with respect to the assessment of Common Expenses and Limited Common Expenses against Units created in the Additional Real Estate as provided in Paragraphs 8.5 and 8.6 to reflect and account for considerations that are particular for each Unit or the Buildings in which they are located.

ARTICLE VI
CONVERSION OF DIVISIBLE UNITS INTO UNITS, LIMITED COMMON ELEMENTS OR COMMON ELEMENTS

6.1 Reservation. Declarant reserves the Development Right and option until the seventh (7th) anniversary date of the recording of this Declaration from time to time to designate Units in the Convertible Real Estate and Additional Real Estate as Divisible Units and to subdivide and to convert into Common Elements, to create one or more Units, Limited Common Elements, Common Elements or a combination of Units, Common Elements and Limited Common Element within, any or all portions of the Divisible Units, and to convert entirely into Common Elements the Divisible Units, all in compliance with Section 1602-110 of the Act and this Declaration without the consent of any Unit Owner or Mortgagee and without obligation to exercise this Development Right in any other portion of a Divisable Unit.

ARTICLE VII
EASEMENTS

7.1. Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit and located in any of the

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

7.2. Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exits, corridors and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements, and the adjoining public streets.

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

7.4. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location

on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment of Assignable Limited Areas as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking spaces to sales purposes and to use such spaces for sales purposes. The Declarant shall have the right to erect on the Common Elements temporary offices for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant and which may be of such types and sizes as Declarant may deem appropriate. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers which the Declarant has reserved the Development Rights to create.

7.5. Declarant's Easement for Construction. The Declarant reserves the Special Declarant Right and easement, right and privilege without let or hindrance with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Development Rights and other Special Declarant Rights reserved pursuant to this Declaration or on the Plats. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers which the Declarant has reserved the Development Rights to create.

7.6. Declarant's Easement for Development of Additional Real Estate. Without limiting the generality of the foregoing reservation of an easement pursuant to Section 1602-116 of the Act contained in Paragraph 7.5., the Declarant does hereby establish, create, and reserve to itself as the Owner of the Additional Real Estate for itself, its successors and assigns, an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. The reservation of this easement to facilitate sales also applies to the Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. **The easement created by this Paragraph 7.6. shall terminate upon the annexation of all of the Additional Real Estate to the Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for construction and marketing provided in the Act and this Declaration. This Paragraph 7.6. and Paragraph 7.5. shall not be amended without the written consent of the Declarant.**

7.7. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Paragraph expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. The reservation of this right does not and shall not result in the imposition of an obligation. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers which the Declarant has reserved the Development Rights to create.

7.8. Encroachments. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any Building or Buildings in which they are located or otherwise than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building or Buildings shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as that Building as so rebuilt shall stand.

7.9. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers which the Declarant has reserved the Development Rights to create.

7.10. Declarant's Right to Grant Easements. The Declarant shall have the right, until the Declarant has conveyed all Units in the Condominium to Purchasers which Declarant has reserved the Development Rights to create, to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Paragraph shall include, without limitation rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. This easement shall expire after all the Units have been conveyed to Purhasers and the Declarant has completed all warranty-related work and non-warranty-related work to the Condominium.

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

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

7.11.2. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

7.11.3. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the dry wall or plaster

perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Elements adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the themal or acoustical character of the Building or impair or structurally weaken the building.

7.12. Rental Operations on Additional and Convertible Real Estate, and Divisible Units by Declarant. The Declarant shall have the right to operate any Additional Real Estate, Convertible Real Estate or Divisible Units as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. The Declarant may, in the sole discretion of Declarant, lease portions of any Additional or Convertible Real Estate or Divisible Units so long as the Declarant pays the expenses attributable to such rental operations, and 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.

7.13. Transfer of Special Declarant Rights. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act.

ARTICLE VIII
ASSESSMENTS FOR COMMON EXPENSES AND MAINTENANCE OF PROPERTY

8.1. Allocation and Payment of Assessments of Common Expenses. The total amount of Common Expenses shall be assessed against the Units in the following proportions:

8.1.1. The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all the Units in proportion to the relative Common Expense Liabilities of all the Units, as the Common Expense Liabilities may be changed as provided in Paragraph 3.6 and Schedule C.

8.1.2. (a) If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against all the Units benefited in proportion to the relative Common Expense Liabilities of such Units as between themselves, as those Common Expense Liabilities may be changed as provided in Paragraph 3.6. and Schedule C, as the Executive Board may determine, (b) if a Limited Common Expense only benefits a single Unit,

that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board shall determine, however (c) if a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, that Limited Common Expense shall be asssessed solely against all the Units to which that Limited Common Element is allocated in proportion to the relative Common Expense Liabilities of such Units as between themselves, as those Common Expense Liabilities may be changed as provided in Paragraph 3.6. and Schedule C, as the Executive Board shall determine.

8.1.3. Assessments to pay a judgment against the Associates shall be made as a Limited Common Expense against the Units included in the Condominium at the time the judgment was entered.

8.1.4. Heat, electricity and telephone services shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for heat, electricity and telephone services consumed or used in his Unit. The heat and electricity serving the Common Elements shall be separately metered, and the Executive Board shall pay all bills for heat and electricity consumed in the Common Elements as a Common Expense assessable to all the Owners of Units. Water and sewer services servicing the Units shall be supplied by the water and sewer districts serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for water and sewer services consumed or used in his Unit, together with all related water and sewer charges arising therefrom, promptly after the bills therefor are rendered. Water and sewer services supplied to the Common Elements shall be supplied by the water and sewer districts serving the area to the Common elements through one or more separate building meters and the Executive Board shall pay or cause to be paid as a Common Expense, all charges for water and sewer services consumed on the Common Elements, together with all related water and sewer charges arising therefrom, promptly after the bills therefor are rendered.

The Declarant shall not be liable for any assessments for any Units until after the later to occur of sixty (60) days after the first conveyance of a Unit to a Purchaser or the Association makes its first Common Expense assessment.

8.2. Payment of and Lien for Assessments.

8.2.1. Each Unit Owner shall pay to the Association or its authorized representative (1) on the first day of each month, or on such other date that the Association may determine in writing, one-twelfth (1/12th) of the Common

Expenses including Limited Common Expenses, and revised Common Expenses including revised Limited Common Expenses, assessed on an annual basis against his Unit in the proportions required in Paragraph 8.1. and (2) all special assessments, any other sum duly levied against the Unit pursuant to this Declaration, the By-Laws or the Act, including Limited Common Expenses assessed against Unit Owners for maintenance, repair or replacement of a Limited Common Element pursuant to Paragraph 8.5., all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided by this Declaration, the By-Laws or the Act, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy or on such other date that the Association may determine in writing. If for any reason the Association shall revise the annual budget of the Association whereby the Common Expenses or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph 8.1.

8.2.2. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including revised Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act, including Limited Common Expenses assessed against Units for maintenance, repair or replacement of a Limited Common Element pursuant to Paragraph 8.5., all interest thereon and charges for late payment thereof, legal fees and other costs of collection thereof, and fines, penalties and fees as provided in this Declaration or the By-Laws shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments and revised annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment or revised annual assessment, and, as to special assessments and other sums duly levied including Limited Common Expenses assessed against a Unit Owner for maintenance, repair or replacement of a Limited Common Element pursuant to Paragraph 8.5., interest, charges for late payment, legal fees, costs of collection, fines, penalties and fees as described in subparagraph 8.2.1., on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to

all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first Mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

8.3. Reduction of Expenses and Surplus Funds. All receipts from payments, fees or charges for the use, rental, operation, or allocation as a Reserved Common Element, of any and all Common Elements shall be applied first to reduce the Common Expense relating to the use of that Common Element giving rise to such Common Expense and any excess thereof shall be applied to Common Expenses generally; and all receipts from any assessments for Limited Common Expenses shall be applied first to reduce the Limited Common Expense relating to the service afforded to the Unit benefited and any excess shall then be applied to Common Expenses generally. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and provision for Common Expenses and any payment of reserves for future Common Expenses shall be credited to each Unit Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installments due from Unit Owners.

8.4. Real Estate Subject to Development Rights. Any income or proceeds from the Additional Real Estate, Convertible Real Estate and Divisible Units inures and is payable to the Declarant.

8.5. Limited Common Elements, Maintenance. The Association shall maintain, repair and replace all Limited Common Elements as required by this Declaration and shall assess as a Limited Common Expense the Common Expenses associated with the maintenance, repair or replacement of each Limited Common Element (except for Common Expenses associated with structual repairs or replacements) against the Units to which the Limited Common Element is assigned or appurtenant in proportion to the relative Common Expense Liabilities of such Units as between themselves, provided that the Association shall also have the right to assess an individual Unit for Limited Common Expenses associated with said purposes applicable to such Unit if the Limited Common Expense shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit or if the item giving rise to the expense shall be for the benefit of that Unit only. However, the Unit Owner of any Unit to which a Limited Common Element window ledge, balcony or deck is appurtenant shall perform the normal maintenance for such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of ice, snow and any accumulation of water, but if that Limited Common Element, or any other Limited Common Element in a Building, is allocated to more than one Unit,

the Association shall be responsible and shall assess the costs thereof as a Limited Common Expense to the Units benefited. Any Unit Owner permitted by the Executive Board to use a Reserved Common Element or a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use the same in a safe and sanitary manner. The Unit Owner shall maintain windows and skylights allocated to his Unit as a Limited Common Element including washing and necessary replacements with substitutions of similar color, size, quality and style. The Association shall be responsible for all structural repairs and replacements of all Limited Common Elements except for windows and skylights and the costs thereof shall be assessed to all Unit Owners as a Common Expense, unless such repair or replacement shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Limited Common Expense.

8.6. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (subject to Paragraph 8.5 regarding the Limited Common Elements) whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided in Paragraph 8.5 with regards to Limited Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses or, if fewer than all of the Units are benefited, the Limited Common Expenses.

8.7. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

8.8. Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any damage to the Common

Elements including Limited Common Elements such as windows or of another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guests, employee, agents, lessees, or their pets, which the Association shall have the right to cure, correct, maintain, repair or replace. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

8.9. Chart of Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the descriptions of the boundaries of Units provided in this Declaration, and the general provisions for maintenance set forth in this Article VIII, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined with regard to the Units pursuant to the Chart of Maintenance Responsibilities attached as Schedule D.

8.10. Common Expenses on Additional Real Estate. The Declarant reserves the Special Declarant Right until all the Additional Real Estate has been added to the Condominium or until the Development Right to do so has expired or has otherwise terminated, to amend Paragraphs 8.5. and 8.6. regarding the assessment of the Common Expenses as Limited Common Expenses, or vice versa, to reflect and account for considerations that are dissimilar between the Units and the Buildings that will be created on the Additional Real Estate and in the Units and Buildings that will be created on the Property originally included within the Condominium.

ARTICLE IX
ASSOCIATION OF UNIT OWNERS; VOTING; DECLARANT CONTROL

9.1. The Association, Powers. The Association is a nonprofit and non-stock corporation organized under Title 13-B of the Maine Revised Statutes of 1964, as amended, and is the governing body for all the Unit Owners with respect to the administration, maintenance, repair, replacement, cleaning, sanitation, management and operation of the Common Elements, and the making of any additions or improvements thereto as provided in this Declaration and in the By-Laws, but nothing herein contained shall be construed so as to preclude the Association from delegating any of these duties to a manager or agent or to any other person subject to the authority of the Association. The membership of the Association at all times shall consist exclusively of all Unit Owners, or, following any termination of the Condominium as provided in Section 1602-118 of the Act, of all former Unit Owners entitled to distributions of proceeds under said Section 1602-118, or their

heirs, successors or assigns but shall not include persons having an interest in a Unit solely as security for an obligation. Each Unit Owner shall automatically become and be a member of the Association as long as he continues as a Unit Owner and upon the termination of the interest of the Unit Owner in the Condominium his membership and any interest in the common funds of the Association shall thereupon automatically terminate and transfer and inure to the next Unit Owner or Owners succeeding him in interest. The Association shall have all the powers granted pursuant to Section 1603-102 of the Act including the powers to assign its right to future income.

9.2. Executive Board Powers Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or this Declaration or the By-Laws required to be exercised and done by the Association. The affairs of the Association shall be governed by an Executive Board composed of no less than three (3) and no more than nine (9) natural persons. Prior to the Transition Election provided for by subparagraph 9.2.1.2., the Executive Board shall be composed of three (3) natural persons and after the Transition Election, the Executive Board shall be composed of no less than six (6) and no more than nine (9) natural persons. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, appointed by Declarant, without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Transition Election at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof.

9.2.1. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

9.2.1.1. Within ninety (90) days after conveyance of twelve (12) of the Units to Purchasers, a special meeting of the Association and a special election shall be held at which one member of the Executive Board designated by the Declarant shall resign and the Unit Owners shall elect one (1) person that is a Unit Owner to replace the Executive Board member that resigned. Only Unit Owners other than the Declarant may vote at such special election.

9.2.1.2. No later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to Purchasers or (b) five (5) years following conveyance of the first Unit to a Purchaser, or at

such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board appointed by the Declarant and elected at the special election described in subparagraph 9.2.1.1 shall all resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect no less than six (6) and no more than nine (9) successor members of the Executive Board to act in the place and stead of those resigning.

9.2.2. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective. In determining whether the Declarant Control Period has terminated, the percentage of the Units conveyed is presumed to be that percentage which would have been conveyed if all the Units were included in the Condominium that the Declarant has created or reserved in this Declaration the Development Rights to create.

9.3. Voting. The Votes in the Association allocated to a Unit can only be cast a unit and cannot be split. If a Unit is owned of record by one person, that Unit Owner's right to vote shall be established by the record title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast the Votes allocated to that Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. If ownership of a Unit is in a corporation, partnership, trust or estate, the officer or employee of that corporation, partner of that partnership, trustee of that trust, or agent of that estate, entitled to cast for the corporation, partnership, trust or estate the Votes allocated to such Unit shall be designated in a certificate for that purpose executed by the president or a vice president of that corporation, and attested to by the secretary or clerk of that corporation, executed by all the partners of that partnership, or executed by all the beneficiaries of that trust, or executed by either all the devisees of that estate or by order of the probate court and filed with the Secretary of the Association. Such certificates of multiple owners, corporations, partnerships, trusts or estates shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary of the Association. Wherever the vote, approval or disapproval of a Unit Owner is required by this Declaration or the Act, such vote, approval or disapproval shall be made only by the person who would be entitled pursuant to such certificate to cast at any meeting of the Association the Vote allocated to such Unit. If the person named

or designated in said certificate for a particular Unit shall be absent from a meeting of the Association, no person may cast the Vote allocated to that Unit at the meeting although the presence at the meeting of a non-named or non-designated co-Owner or member, officer or employee of such Owner shall be counted in determining whether a quorum is present. If a multiple Owner of a Unit (that is not a partnership, trust estate or corporation) has failed to file said certificate with the Secretary of the Association and only one of the multiple Owners is present at a meeting of the Association, he shall be entitled to cast at the meeting all the Votes allocated to that Unit without establishing the concurrence of the absent Owners just as though that person were the sole Owner of the Unit. If a multiple Owner of a Unit (that is not a partnership, trust estate or corporation) has failed to file said certificate with the Secretary and if more than one Owner of that Unit is present at the meeting, the Votes allocated to that Unit may be cast only in accordance with the agreement of a majority of the multiple Owners present at the meeting. Such majority agreement shall be conclusively presumed if any one of those multiple Owners shall cast the Vote allocated to the Unit without protest being promptly made to the person presiding over the meeting by any other Owners of that Unit. Any provision of this Paragraph to the contrary notwithstanding, in the event of any proposed actions to terminate the Condominium pursuant to Section 1602-118 of the Act; change the Allocated Interests appurtenant to any Unit, change the boundaries of a Unit, or subdivide a Unit except for such changes and subdivisions created by the Declarant as a consequence of the exercise of any Development Rights reserved by the Declarant in this Declaration; merge or consolidate the Condominium with another condominium; convey or subject to a security interest any portion of the Common Elements; or use any proceeds of property insurance required to be maintained by the Association pursuant to this Declaration for purposes other than repair and restoration of the damaged Property in accordance with this Declaration, the Plats and Plans, the By-Laws, the original elevation thereof and original building plans and specifications therefor, then: an Eligible Mortgage Holder shall have the right, but not the obligation in place of the Owner of the Unit subject to the Mortgage held by such Eligible Mortgage Holder to cast the Votes allocated to that Unit or to give or withhold any consent required of such 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, securing a receipt therefor; 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 no event shall more Votes be cast with respect to any Unit than are allocated to that Unit pursuant to this Declaration.

ARTICLE X
RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS

10.1. Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

10.1.1. Except for areas of the Condominium designated for recreational use, no Unit shall be used for other than single-family residential purposes by the Unit Owner, the Unit Owner's family related by blood, marriage or adoption, and the tenants and guests of the Unit Owner or of the Unit Owner's family; Units shall be used for no other purposes, and no business shall be permitted by the terms of this Declaration or the By-Laws in the Units and Common Elements, provided that nothing in this Declaration or the By-Laws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant pursuant to Article VII for purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights, settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

10.1.2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

10.1.3. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

10.1.4. No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

10.1.5. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish and other limited species of animals which do not normally

leave the Unit and which do not make noise may be permitted by the Executive Board in accordance with and subject to any rules and regulations adopted by the Executive Board, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

10.1.6. The Unit Owner shall not remove the acoustical or sound-deadening material from the walls, floors or ceilings of his Unit without replacing the same with acoustical or sound-deadening materials of equal or greater sound-deadening qualities. No Unit Owner shall remove the acoustical or sound-deadening materials from the Common Elements surrounding his Unit without the prior written consent of the Executive Board or a committee appointed by the Executive Board. The Unit Owner shall maintain sufficient carpeting, rugs or acoustical tilings on a minimum of eighty percent (80%) of the floor surfaces (except kitchens, closets and bathrooms) in his Unit located over another Unit to adequately reduce transmission of sound between Units. Additional washers, driers and other major appliances may not be installed in a Unit without the prior written consent of the Executive Board or a committee appointed by the Executive Board.

10.2. Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than one (1) month and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit for a term longer than one (1) month other than on written form of lease: (a) requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. The Executive Board may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Executive Board.

10.3. Lease of Units Owned by Declarant or Mortgagee. The provisions of this Article, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or to an Eligible Mortgage Holder in possession of a Unit as a result of foreclosure, Mortgagee possession or a Deed or proceeding in lieu of foreclosure.

10.4. Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit Owners other than the Declarant:

10.4.1. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of

a conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the latter up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate.

10.4.2. A voluntary transfer for the purpose of this Paragraph 10.4 shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

10.4.3. All Unit Owners shall comply with Section 1604-108 of the Act. Except as provided in this Paragraph 10.4, there are no other restrictions governing the voluntary transfer of a Unit.

ARTICLE XI
MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

11.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Allocated Interests appurtenant to such Unit. 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.

11.2. Identification of Mortgagee. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s).

11.3. Mortgage Foreclosure. Any Mortgagee of 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 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.

11.4. Notices to Eligible Mortgage Holder or Insurer. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder and Eligible Insurer of the following proposed actions either within a reasonable period prior to the taking of any of such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein:

11.4.1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer, as applicable;

11.4.2. Notice to the Eligible Mortgage Holder and Eligible Insurer of the Mortgage to which such Owner's Unit is subject of any delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of that Unit, or any other default in the performance or payment by such Unit Owner of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days;

11.4.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

11.4.4. The proposed use of any proceeds of Property insurance required to be obtained and maintained by the Association pursuant to the By-Laws for purposes other than repair, replacement and restoration of the Property substantially in accordance with this Declaration, the By-Laws the Plats and Plans, and the original elevation therof and original building plans and specifications.

11.4.5. The adoption by the Executive Board of any proposed budget, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget;

11.4.6. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Paragraph 11.5.

11.4.7. The termination of the Condominium;

11.4.8. A change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit, or the subdivision of a Unit except for such changes created by the Declarant as a consequence of the exercise of any Development Rights reserved in this Declaration by the Declarant;

11.4.9. The merger or consolidation of the Condominium with another condominium;

11.4.10. The conveyance or subjection to a security interest of any portion of the Common Elements.

11.5. Mortgagee Approval Rights:

11.5.1. The prior written approval of at least eighty percent (80%) of the Unit Owners and sixty-seven (67%) percent of the Eligible Mortgage Holders shall be required to terminate or abandon the Condominium for reasons other than substantial destruction or condemnation of the Condominium.

11.5.2. The prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders and eighty percent (80%) of the Unit Owners shall be required for the termination or abandonment of the Condominium as a result of condemnation or substantial loss to the Units, Common Elements, or both.

11.5.3. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be required to alter or change the Allocated Interests except with respect to the exercise of Development Rights reserved by the Declarant in this Declaration, or as otherwise provided in the Act.

11.5.4. If professional management has been required previously by any Eligible Mortgage Holder, irrespective of the time when such person became an Eligible Mortgage Holder, any subsequent decision to establish self-management by the Association shall require the prior consent of at least sixty-seven (67%) percent in voting interest of the Unit Owners and the approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders.

11.5.5. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of at least eighty percent (80%) in voting interest of the Unit Owners and sixty-seven (67%) percent of the Eligible Mortgage Holders.

11.5.6. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be required to use property insurance and eminent domain proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement restoration of the Property substantially in accordance with this Declaration, the By-

Laws, the Plats and Plans, and the original elevation thereof and the original building plans and specifications.

11.5.7. With respect to amendments to the Condominium Documents:

11.5.7.1. The consent of at least eighty (80%) percent of the Unit Owners and the approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be necessary to terminate the Condominium not as a result of destruction, damages or condemnation.

11.5.7.2. The consent of at least eighty (80%) percent of the Unit Owners and the approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders shall be necessary to terminate the Condominium as a result of destruction, damages or condemnation to the Condominium.

11.5.7.3. Except for the amendments to this Declaration executed and recorded by Declarant pursuant to the exercise of Development Rights reserved in this Declaration and the amendments described in the introductory Paragraph to Article XV the written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following:

(a) Voting;

(b) Assessments, assessment liens or subordination of such liens;

(c) Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);

(d) Insurance or fidelity bonds;

(e) Rights to use of the Common Elements;

(f) Responsibility for maintenance and repair of the Common Elements of the Condominium;

(g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(h) Boundaries of any Unit;

(i) The interests in the Common Elements or Limited Common Elements;

(j) Convertibility of Units into Common Elements or of Common Elements into Units;

(k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

(m) Any provisions which are for the express benefit of Mortgages, Eligible Mortgage Holders or Eligible Insurers;

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

An Eligible Mortgage Holder who receives a written request to approve additions or amendments to the Condominium Documents who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

11.6. Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents as more fully described in subparagraph 11.4.2., the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to Paragraph 9.3 of this Declaration to cast the Votes allocated to a Unit in lieu of the Unit Owner, an Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board for the purposes of discussing the termination of the Condominium, a change in the Allocated Interests of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit, the merger or consolidation of the Condominium with another condominium, the conveyance or subjection to a security interest of any portion of the Common Elements, the proposed use of any proceeds of hazard insurance for purposes other than the repair or restoration of the damaged Property, or the adoption of any proposed budget by the Executive Board.

11.7. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the By-Laws or said Rules and Regulations, in the event that this Declaration or the By-Laws contain, or the Unit Owners in the future adopt, any right of first refusal in the case of the sale of any Unit, such right of first refusal shall not impair the right of any Mortgagee to:

(a) Foreclose or take title to the Unit pursuant to the remedies provided in the Mortgage,

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or

(c) Sell or lease a Unit acquired by the procedures hereinabove set forth.

This Paragraph 11.7. is not to be construed as an implied consent to the adoption of a right of first refusal in case of the sale of any Unit. This Declaration, the By-Laws or said Rules and Regulations shall not be amended, revised or adopted to create any such right of first refusal.

11.8. Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both.

ARTICLE XII
EASEMENTS AND LICENSES

12.1. Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium, or to which any portion of the Condominium is or may become subject by virtue of the exercise by Declarant of any reservation contained in this Declaration, are stated and set forth in Schedule A.

ARTICLE XIII
NOTICES TO UNIT OWNERS BY ASSOCIATION

13.1. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefor or sent by United States mail, postage prepaid, or if such notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

13.2. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage

prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner.

13.3. To Eligible Mortgage Holder, etc. All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Eligible Insurer shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to Subparagraph 1.2.15. and to the Eligible Insurer at the address identified pursuant to subparagraph 1.2.14.

ARTICLE XIV
INSURANCE

14.1. Policies. Commencing no later than the time of the first conveyance of a Unit other than as security for an obligation to a person other than the Declarant, the Executive Board on behalf of the Association shall obtain, or cause to be obtained, and shall maintain as a Common Expense, the policies of insurance described in Paragraphs 14.2., 14.4. and 14.5. to the extent such policies shall be reasonably available from reputable insurance companies. To the extent that said insurance described in Paragraphs 14.2., 14.4. and 14.5. is not reasonably available as described in the preceding sentence, the Executive Board on behalf of the Association shall give written notice of that fact to the Unit Owners and the Eligible Mortage Holders of Mortgages of their Units by hand delivery securing a receipt therefor, or by prepaid United States mail, return receipt requested. To the extent that any of the insurance described in Paragraphs 14.2., 14.4. and 14.5. shall become in the future no longer available, the Association shall obtain in substitution therefor such comparable insurance as shall then be available. The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property for the purpose of purchasing and maintaining the insurance described in Paragraphs 14.2., 14.4. and 14.5., the collection and appropriate disposition of the proceeds thereof with any Insurance Trustee pursuant to the Insurance Trust Agreement, as trustee for all Unit Owners and their Mortgagees as their respective interests may appear to hold any insurance proceeds in trust for disbursement as provided in Paragraph 14.3. and subparagraphs 14.2.4., the By-Laws and Section 1603-113(e) of the Act, the negotiation of losses and execution of releases of liability, and the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

14.2. Property Insurance. The Executive Board shall obtain and maintain as a Common Expense a blanket-type or master standard form of "all-risk" fire insurance policy with extended coverage, vandalism, malicious mischief, windstorm, sprinkler leakage (if

applicable), debris removal, cost of demolition and water damage endorsements issued by an insurance company authorized to do business in the State of Maine insuring as a single entity the entire Property (exclusive of land, foundations, excavations, and other similar items customarily excluded from property insurance policies), including the Units (and the floor coverings, bathroom and kitchen fixtures, and heating equipment, initially installed therein by the Declarant and the replacements thereto installed by the Declarant but not including furniture, wallcoverings, furnishings or other personal property supplied or installed by Unit Owners), Limited Common Elements and other Common Elements together with all service equipment and machinery contained in the Property and the fixtures, supplies and common personal property belonging to the Association and covering the interests of and naming as named insureds, the Association, the Executive Board and all Unit Owners and their Mortgagees and their Mortgagees' successors and assigns, as their insurable interests may appear. To the extent reasonably available and required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority, such policy shall cover the fixtures, equipment and other personal property of a Unit Owner located inside a Unit financed by a mortgage purchased by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administrataion, Federal Housing Administration, or Maine State Housing Authority; and if such required insurance is so provided, the Association shall require such Unit Owner to pay the additional cost incurred by the Association in so insuring such Unit Owner's fixtures, equipment or other personal property. Such blanket or master policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Executive Board with the assistance of the insurance company affording such coverage) and shall contain a standard Maine Mortgage Clause in favor of each Mortgagee of a Unit whether or not named therein with provisions that the proceeds of loss, if any, shall first be payable to each Mortgagee, its successors and assigns, as its insurable interest may appear, subject, however, to the loss payment and adjustment provisions in favor of the Insurance Trustee or Association contained in Paragraph 14.3., subparagraphs 14.2.4., the By-Laws and Section 1603-113(e) of the Act. This blanket or master hazard insurance policy may, at the option of the Executive Board, contain a "deductible" provision in an amount to be annually determined by the Executive Board but not to exceed the lesser of Ten Thousand Dollars ($10,000.00) or one percent (1%) of the face amount of the policy. Such policy shall also contain the following provisions:

14.2.1. A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, unless it shall be determined pursuant to Section 1603-113(h) of the Act not to do so;

14.2.2. The following endorsements (or their equivalent): (a) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control); (b) "Construction Code Endorsement", "increased cost of construction", "contingent liability from operation of building laws or codes" and "condominium replacement cost"; (c) "agreed amount" or elimination of co-insurance clause; (d) "inflation guard" endorsement; and (e) "steam boiler coverage endorsement" providing at least Five Hundred Thousand Dollars ($500,000) coverage for each accident at each location if a steam boiler shall be operated in connection with the Property; and

14.2.3. That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Executive Board shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Executive Board hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees; and

14.2.4. The recognition of any Insurance Trust Agreement whereby the Executive Board may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement as provided in Paragraph 14.3, the By-Laws and Section 1603-113(e) of the Act.

14.3. Losses; Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Paragraph 14.2. shall be adjusted with the Association by its Executive Board, but the insurance proceeds for said loss shall be payable to the Insurance Trustee designated for that purpose as provided in subparagraph 14.2.4., or otherwise to the Association, and not to any Mortgagee. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. Subject to the provisions of this Paragraph, the By-Laws and Section 1603-113(e) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property, and Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Act, or the Condominium is terminated.

14.4. Liability Insurance. The Executive Board shall obtain and maintain as a Common Expense comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Executive Board member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage arising out of, or incident to, the maintenance, ownership or use of the Common Elements and or relating to any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; and (c) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Executive Board shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

14.5. Other Insurance. The Executive Board shall obtain and maintain as a Common Expense:

14.5.1. adequate fidelity coverage to protect against dishonest acts on the part of officers, members of the Executive Board, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. Such fidelity bonds shall: (a) name the Association as an obligee; (b) be written in an amount not less than the greater of (i) one-quarter the total annual assessments for Common Expenses plus the Association's reserve funds for the year or (ii) the maximum funds in the custody of such persons handling the funds of the Association; and (c) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

14.5.2. to the extent available, "directors' and officers'" liability insurance to satisfy indemnification obligations of the Association provided in Paragraph 18.2;

14.5.3. if required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

14.5.4. workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

14.5.5. such other insurance as the Executive Board may determine or as may be requested from time to time by a majority in voting interest of the Unit Owners.

14.6. Memoranda, Cancellation, Additional Required Provisions. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee. All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. All policies under Paragraph 14.2 and 14.4 shall in addition contain the following provisions:

14.6.1. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Executive Board, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

14.6.2. The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

14.6.3. Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

14.6.4. The insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium or members of his household;

14.6.5. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

14.6.6. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

14.6.7. The insurer must hold (a) a rating of Class VI or better by Best's Insurance Reports, or (b) by an equivalent rating bureau should Best's Insurance Reports cease to be issued or (c) an equivalent or comparable rating from Lloyd's of London.

14.7. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage"; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Executive Board, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his expense and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Executive Board within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify the Executive Board in writing in the event such policy is cancelled. Each Unit Owner shall notify the Executive Board in writing of all structural improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the By-Laws and rules and regulations promulgated by the Executive Board.

ARTICLE XV
AMENDMENTS

Except in the case of amendments to this Declaration that may be executed and recorded by the Declarant pursuant to the provisions of this Declaration granting the Declarant the right to unilaterally amend the same, and except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Act and cases 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), and subject to the other provisions of this Declaration and of the Act, this Declaration, the Plats and the Plans may be amended as follows:

15.1. 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 have the right to amend and reamend this Declaration in any manner that the Declarant may deem appropriate.

15.2. After First Conveyance. After the first conveyance of a Unit by a Declarant as contemplated in the preceding Paragraph, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

15.2.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board or Association in which a proposed amendment is considered, and shall be served upon all Unit Owners and upon all Eligible Insurers and Eligible Mortgage Holders.

15.2.2. Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than twenty (20%) percent of the votes in the Association. No resolution of the Executive Board adopting a proposed amendment or the proposed amendment itself shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws by the affirmative vote of at least sixty-seven (67%) percent in voting interest of the Unit Owners and then executed and recorded as provided in subparagraph 15.2.5.

15.2.3. Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated 100% of the Votes in the Association 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 certified and recorded as provided in subparagraph 15.2.5.

15.2.4. Proviso. Provided, however, that except as otherwise permitted by the 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 and the consent of Eligible Mortgage Holders of Mortgages on Units to which at least two-thirds of the votes in the Association are allocated. 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. Paragraph 10.2. shall not be amended, and no amendment of this Declaration or other Condominium Documents shall limit the frequency with which a Unit may be leased, impose any intervals between lease terms, or impose any charges or fees upon a Unit Owner for leasing his Unit which have not been imposed on the date the Declaration is originally recorded, unless all Unit Owners who have leased their Units as provided in Paragraph 10.2. shall join in the execution of such amendment.

15.2.5. Execution and Recording. A copy of each amendment 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 Executive Board designated for that purpose by the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

15.2.6. 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 year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment.

ARTICLE XVI
TERMINATION OF CONDOMINIUM

16.1. Termination. The Condominium shall not be terminated except as provided in, and subject to, Section 1602-118 of the Act, by agreement of Unit Owners of Units to which at least eighty (80%) percent of the Votes in the Association are allocated and of Eligible Mortgage Holders holding of record Mortgages on Units to which are allocated those percentages of the Votes in the Association as more particularly provided in Paragraph 11.5.

ARTICLE XVII
APPLICABILITY; COMPLIANCE AND DEFAULT; EMINENT DOMAIN

17.1. Applicability. This Declaration shall be applicable to the Condominium. All present and future Owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them. The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either of the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of

the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

17.2. Compliance:

17.2.1. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.

17.2.2. The Executive Board and committees appointed by the Executive Board in accordance with the By-Laws shall have the power to adopt, amend and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate.

17.2.3. The failure of the Declarant, or the Executive Board, or any committee appointed by the Executive Board or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17.3. Eminent Domain. If all or part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall notify the Owners and Eligible Mortgage Holders of the Units affected and shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair among the Unit Owners and their Mortgagees, as their interests may appear, in proportion to their Allocated Interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited Common Element was allocated at the time of such taking or condemnation and their Mortgagees, as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for the purposes described in this paragraph. Notwithstanding anything to the contrary in this Paragraph 17.3., 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 XVIII
LIMITATION OF LIABILITY

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

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

18.1.2. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

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

18.1.6. Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which

might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

18.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

18.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XIX
GENERAL PROVISIONS

19.1. No Obligation to Complete. Nothing contained in this Declaration or the Plats and Plans do, or shall be deemed to, impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any Buildings, amenities or other improvements to the Property except to the extent required by the Act.

19.2. Management Agreement. Any Management Agreement entered into by the Association during the Declarant Control Period may be terminated without cause by the Association on no more than ninety (90) days written notice following the end of the Declarant Control period.

19.3. Captions. The headings in this Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices are attached to this Declaration for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of this Declaration. References in this Declaration to Articles, Paragraphs, subparagraphs and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration and are an integral part of this Declaration. Any Exhibits are attached to this Declaration for purposes of identification only and shall not for any purposes or reasons be deemed as part of this Declaration.

19.4. Rights of First Refusal. Any provision contained in this Declaration to the contrary notwithstanding, the Association does not have the right or authority to adopt any right of first refusal in the case of any sale of any Unit. Furthermore, in the event that the Veteran's Administration shall commmit to the Declarant to purchase Mortgages of Units in accordance with its statutory and regulatory guidelines, the condominium regime created by this Declaration may not be merged with another or a successor condominium regime without the prior written approval of the administrator of the Veteran's Administration.

19.5. Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all gender.

19.6. Severability. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, PROPERTY INVESTMENTS, INC., as Declarant, has caused this Declaration to be executed and ensealed in its corporate name by its President hereunto duly authorized as of the date and year first above written.

Signed, Sealed and Delivered
in presence of

Ralph J. Kennedy

PROPERTY INVESTMENTS, INC.

By: Darrell M. Cooper
Darrell M. Cooper
Its President

"Declarant"

STATE OF MAINE
County of Penobscot

September 13, 1985

Personally appeared the above-named Darrell M. Cooper, President of PROPERTY INVESTMENTS, INC. and acknowledged the foregoing Declaration to be his free act and deed in said capacity and the free act and deed of said Corporation.

Before me,

William Leonard
Notary Public

My Commission Expires: 4/1/88

William Leonard
Print or type name of Notary Public

Light Signature

LIMITED JOINDER AGREEMENT OF MORTGAGEE
(Release)

The undersigned, PEOPLES HERITAGE SAVINGS BANK, a banking corporation (herein called the "Mortgagee"), as holder of and mortgagee under a Mortgage (herein called the "Mortgage") by PROPERTY INVESTMENTS, INC. (herein called the "Declarant"), to PEOPLES HERITAGE SAVINGS BANK, dated April 16, 1985, recorded in the Penobscot County Registry of Deeds in Book 3646, Page 170, hereby joins with Declarant in submitting the land and the buildings and rights appurtenant thereto described in this Declaration and being subject to the lien of said Mortgage, to the provisions of the Maine Condominium Act, 33 M.R.S.A. Chapter 31, Sections 1601-101, et. seq., as amended, for the sole and limited purposes of evidencing its consent as Mortgage holder to such submission and to the creation and granting of those easements, uses, rights and privileges described in this Declaration, PROVIDED, that such joinder and consent shall not be construed to make said Mortgagee, its successors and assigns, as mortgagee, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under this Declaration, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any condominium unit(s), and said Mortgagee makes no warranties or covenants to any person or party, express or implied, as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the Condominium premises.

The Mortgagee hereby agrees that its lien under the aforesaid Mortgage as to the premises described in this Declaration shall be subject to the provisions of said Maine Condominium Act and shall attach to the Units and Allocated Interests created by this Declaration, as it may be amended. The Mortgagee further agrees that in the exercise of its rights as mortgagee under the aforesaid Mortgage, the Mortgagee will recognize the establishment of a condominium by this Declaration of Condominium.

The Mortgagee and the Declarant agree to the following release and remortgaging in order to limit the lien of the Mortgage to "Building 2" as permitted by the Maine Condominium Act:

1. For value received, the Mortgagee releases from the Mortgage to the Declarant all and singular the Property described in the foregoing Declaration including Units 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M, 2N, 2P, and 2Q.

2. For value received, and as security for all sums secured by the Mortgage, the Declarant hereby grants, with Mortgage Covenants, subject to and in accordance with the original terms and conditions of the Mortgage, unto the Mortgagee all and singular the Units created under the foregoing Declaration, specifically, Units 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M, 2N, 2P and 2Q subject,

however, to all of the Development rights and Special Declarant Rights reserved by the Declarant in the foregoing Declaration. The original Mortgage is hereby reinstated as a Mortgage of the Units and their appurtenant Allocated Interests described in this paragraph 2 but the lien of the Mortgage will not attach to any additional Units, Limited Common Elements or Common Elements that may be created by Declarant in the Convertible Real Estate as provided in Paragraph 5.1 of the Declaration.

IN WITNESS WHEREOF, Peoples Heritage Savings Bank has caused this instrument to be executed and sealed in its corporate name by its officer thereunto duly authorized, and Property Investments, Inc., as Declarant has caused this instrument to be executed and sealed in its corporate name by its President thereunto duly authorized, each as of the date of the foregoing Declaration as of the date of the foregoing Declaration.

WITNESS

PEOPLES HERITAGE SAVINGS BANK

By: _____
Name: John A. Lagerquist
Its Regional Vice President

Light Signature

PROPERTY INVESTMENTS, INC.

By: _____
Darrell M. Cooper
Its President

STATE OF MAINE
Penobscot , ss. September 26 , 1985

Personally appeared the above named John A. Lagerquist , Regional Vice President , of Peoples Heritage Savings Bank, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Peoples Heritage Savings Bank .

Before me,

_____
Notary Public

Everett W. Gray
Type or print name

SCHEDULE A

DECLARATION OF MORNINGSIDE, A CONDOMINIUM

DESCRIPTION OF PROPERTY

A certain lot or parcel of land situated on the northeasterly side of Husson Avenue in the City of Bangor, County of Penobscot and State of Maine, more particularly bounded and described as follows:

Beginning at an iron rod in the northeasterly sideline of Husson Avenue at the southwesterly corner of land of Husson College located North 69° 30' 41" East five hundred ninety-two and three hundredths (592.03) feet from an iron pipe located on the northeasterly sideline of Husson Avenue at the southeasterly corner of land now or formerly of McMillan; thence North 20° 29' 19" West along the westerly side of land of Husson College four hundred seventy-five (475) feet to an angle point; thence turning and running South 69° 30' 41" West three hundred sixty-seven (367) feet to another angle point; thence turning and running South 20° 29' 19" East four hundred seventy-five (475) feet to the northeasterly sideline of Husson Avenue; thence turning and running North 69° 30' 41" East along the northeasterly sideline of Husson Avenue three hundred sixty-seven (367) feet to the point of beginning.

Reference Meridian is oriented to Plan as recorded in said Registry in Plan File D 20-77.

Subject to the rights of the City of Bangor under Order dated May 24, 1976, recorded in Penobscot County Registry of Deeds in Book 2672, Page 139, directing the laying out of Husson Avenue. Rights and title of the public in and to Husson Avenue.

Being a portion of the premises described in deed by Husson College to Property Investments, Inc. dated November 1, 1984, recorded in the Penobscot County Registry of Deeds.

SCHEDULE A-1

DECLARATION OF MORNINGSIDE, A CONDOMINIUM

ADDITIONAL REAL ESTATE

A certain lot or parcel of land situated on the northeasterly and easterly sideline of Husson Avenue in the City of Bangor, County of Penobscot and State of Maine, more particularly bounded and described as follows:

Beginning at the northeasterly side of Husson Avenue at an iron rod located at the southeasterly corner of land now or formerly of McMillan which is located South 69° 30' 41" West five hundred ninety-two and three hundredths (592.03) feet from another iron rod at the southeasterly corner of land now or formerly of McMillan; thence North 69° 30' 41" East along the northerly sideline of Husson Avenue thirty (30) feet to a point of curvature; thence continuing easterly and northeasterly along the northeasterly and easterly sideline of Husson Avenue on a curve to the left having a radius of two hundred one and forty-six hundredths (201.46) feet an arc radius of two hundred eighty-five (285) feet to another point of curvature; thence continuing along the northeasterly side of Husson Avenue North 29° 00' 41" East two hundred twenty-four and thirty-eight hundredths (224.38) feet to a point of curvature; thence continuing along the northeasterly and northerly sideline of Husson Avenue on a curve to the right having a radius of three hundred ten and eighteen hundredths (310.18) feet an arc distance of one hundred fourteen and ninety-two hundredths (114.92) feet to an iron pipe at the westerly sideline of land now or formerly of Coffin; thence turning and running North 10° 30' 22" West along the westerly side of said land of Coffin five hundred twenty-three and eighty-three hundredths (523.83) feet to an iron rod; thence turning and running South 77° 53' 38" West by the southerly side of land now or formerly of Hillman eleven and eighty-eight hundredths (11.88) feet to an iron rod; thence continuing North 70° 12' 00" East along the southerly side of Hillman land one hundred twenty (120) feet to an iron rod; thence turning and running North 19° 24' 00" West along the northwesterly side of said land now or formerly of Hillman one hundred fourteen and ninety-five hundredths (114.95) feet to an iron rod; thence turning and running South 70° 17' 14" West five hundred thirty and fifty-three hundredths (530.53) feet to an iron rod at the northeasterly corner of land of Property Investments, Inc.; thence turning and running South 20° 29' 19" East along the easterly sideline of land of Property Investments, Inc., nine hundred eleven and thirty hundredths (911.30) feet to the point of beginning.

Another certain lot or parcel of land situated on the northeasterly side of Husson Avenue in the City of Bangor, County of Penobscot and State of Maine, more particularly bounded and described as follows:

Commencing at an iron pipe at the northeasterly sideline of Husson Avenue at the southerly corner of land now or formerly of McMillan; thence continuing North 00° 56' 45" West along said land now or formerly of McMillan six hundred seventy-seven and sixteen hundredths (677.16) feet to an an angle point; thence turning and running North 25° 04' 00" West along the northeasterly sideline of said McMillan land two hundred sixty-seven and twenty hundredths (267.20) feet to an iron rod and land of Husson College; thence turning and running northeasterly along the sideline of said land of Husson College along a curve to the right having a radius of one thousand one hundred seventy (1,170) feet an arc radius of one hundred sixty-eight and three hundredths (168.03) feet to an iron rod; thence running North 70° 17' 14" East along said land of Husson College two hundred nineteen and twenty-six hundredths (219.26) feet to an iron rod; thence turning and running South 20° 29' 19" East along land of Husson College four hundred sixty-three (463) feet to a point which is located North 20° 29' 19" West from an iron rod at the northeasterly sideline of Husson Avenue; thence turning and running South 69° 30' 41" West three hundred sixty-seven (367) feet to an angle point; thence turning and running South 20° 29' 19" East four hundred seventy-five (475) feet to the northeasterly sideline of Husson Avenue; thence continuing South 69° 30' 41" West along Husson Avenue two hundred twenty-five and three hundredths (225.03) feet to the point of beginning.

The above-described property is subject to the following easement, which is for the benefit of Husson College, its successors or assigns:

An easement to enter the following described property with necessary men and equipment to construct or lay and to perpetually maintain, repair, replace, or relay a sewer line or sewer lines over and across a ten (10) foot strip of land the general easterly boundary of which is described as follows:

Beginning at the northeasterly corner of Lot 9B shown on Plan entitled "Final Plan Subdivision of Lot 9 of Husson College Plan No. 2" filed in the Penobscot County Registry of Deeds in Plan File D20-77, being the northwesterly corner of Lot 9C; thence along the said boundary line of Lots 9B and 9C South 25° 4' 00" East two hundred sixty-seven and twenty hundredths (267.20) feet to an angle point; thence South 00° 56' 45" East a distance of six hundred seventy-seven and sixteen hundredths (677.16) feet to the southeast corner of Lot 9B and the southwest corner of Lot 9C, being on the northerly line of Husson Avenue.

Another certain lot or parcel of land situated on the southeasterly side of Husson Avenue in the City of Bangor, County of Penobscot and State of Maine, more particularly bounded and described as follows:

Commencing at an iron rod in the southeasterly side of Husson Avenue located at the northwesterly corner of land now or formerly of M. Johnson and Emma Aubrey; thence South 10° 30' 22" East by

said land of Johnson and Aubrey two hundred sixty-one and eighty-five hundredths (261.85) feet to a corner and an iron pipe; thence turning and running South 69° 30' 41" West by land now of formerly of Bradford Commons three hundred ninety-four and seventy-six hundredths (394.76) feet to Husson Avenue and a point of curvature; thence turning and running easterly and northeasterly along the southeasterly sideline of Husson Avenue along a curve to the right having a radius of three hundred fifty-five (355) feet an arc distance of two hundred fifty and ninety-four hundredths (250.94) feet to a point of curvature; thence running along the southeasterly side of Husson Avenue North 29° 00' 41" East two hundred twenty-four and thirty-eight hundredths (224.38) feet to another point of curvature; thence continuing easterly and northeasterly along the southeasterly sideline of Husson Avenue along a curve to the right having a radius of two hundred forty and eighteen hundredths (240.18) feet an arc distance of forty-seven and fifty-seven hundredths (47.57) feet to the point of beginning.

The foregoing parcels are subject to the following:

1. Twenty-foot (20) wide easement along the boundary of Lots 9B and 9C depicted on the "Final Plan, Subdivision of Lot 9 of Husson College, Plan No. 2" dated February 14, 1977, recorded in Plan Book D 20-77.

2. Rights of the City of Bangor under Order dated May 24, 1976, and recorded in Book 2672, Page 139. Rights and title of the public in and to Husson Avenue.

SCHEDULE B-1

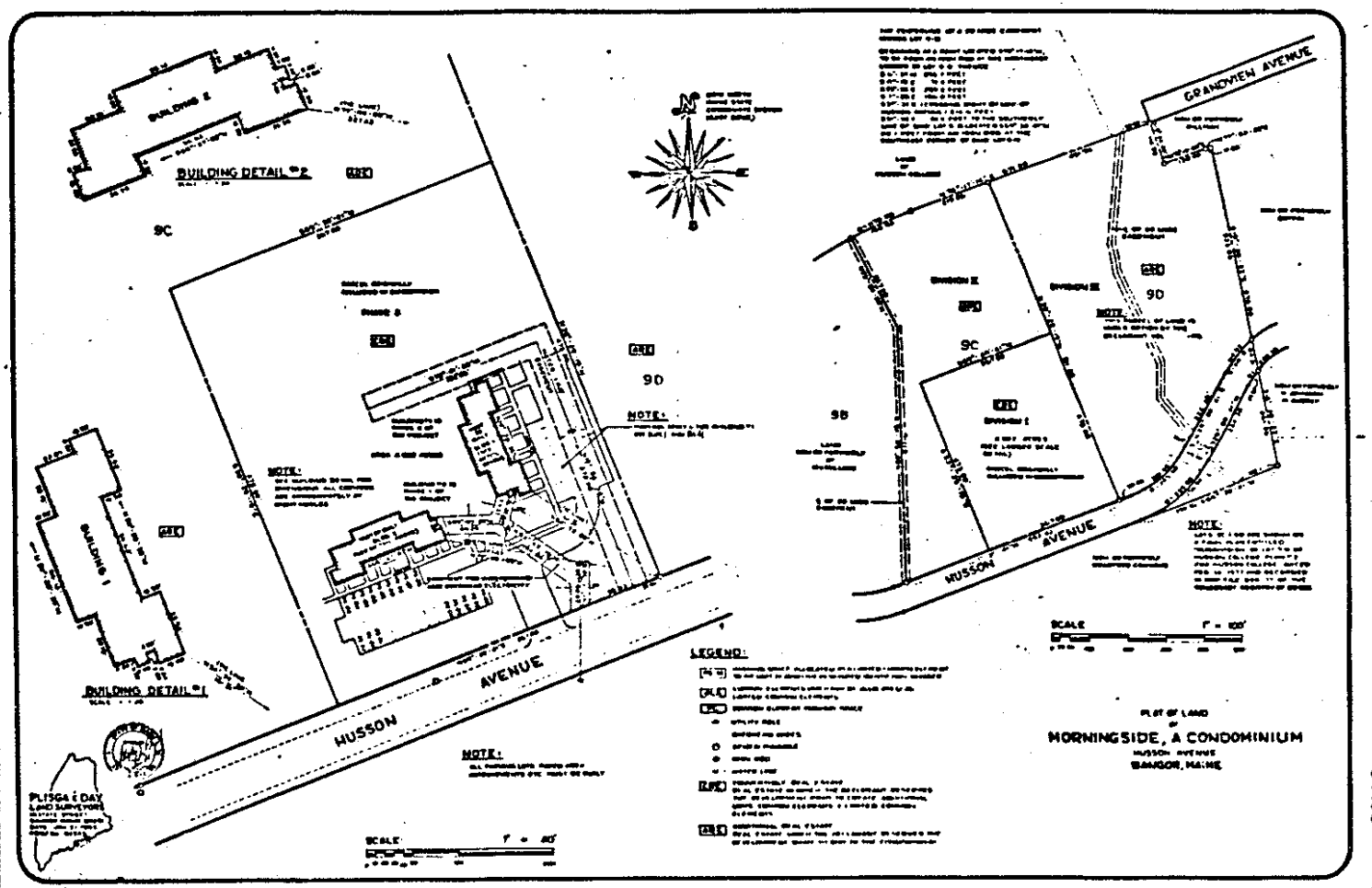
to

DECLARATION OF MORNINGSIDE, A CONDOMINIUM

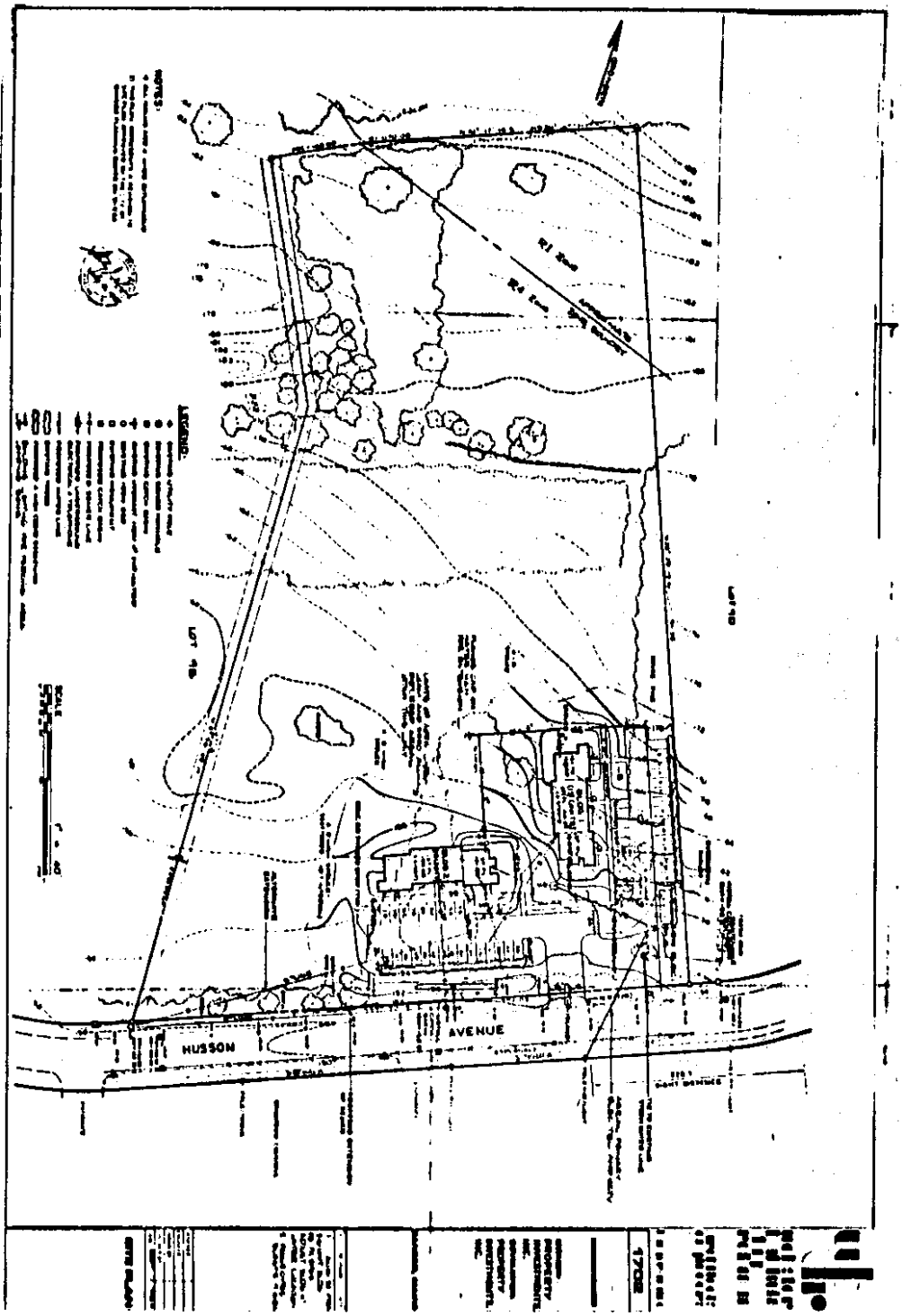
PLATS

DECLARANT: PROPERTY INVESTMENTS, INC.

This Schedule contains a photocopy of a reduction of a true copy of the Plats recorded with this Declaration.



BOOK 3726 PAGE 349


HUSSON
AVENUE

Bangor, the center of Maine—the Gateway to Maine's North Woods and Seashore Resorts

RODNEY G. McKAY
Director
JOHN M. LORD
Planning Officer

CITY HALL
BANGOR, MAINE 04401
TEL. 207 / 947-0341

City of Bangor, Maine

DEPARTMENT of PLANNING and COMMUNITY DEVELOPMENT

September 6, 1985

Mr. Darrell Cooper
Property Investments
2 Hammond Street
P.O. Box 673
Bangor, ME 04401

RE: Site Plan Revision, 306 Husson Avenue, Bangor, Maine

Dear Mr. Cooper:

Please be advised that the Planning Board of the City of Bangor at its meeting of July 15, 1985, voted unanimously to approve your request for site plan revision approval to change the number of units in Buildings 1 & 2 from 16 units to 15 units, to show the location of the proposed addition of a maintenance/trash building and mailbox cluster, at 306 Husson Avenue (Morningside).

Sincerely,

John M. Lord
Planning Officer

JML/p

The State of Maine, County of Penobscot, September 6, 1985, personally appeared before me, John Lord, Planning Officer, City of Bangor, Maine.

Acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

DARRELL M. COOPER NOTARY PUBLIC MAINE

Notary Public

My Commission Expires May 2, 1987

SCHEDULE B-2

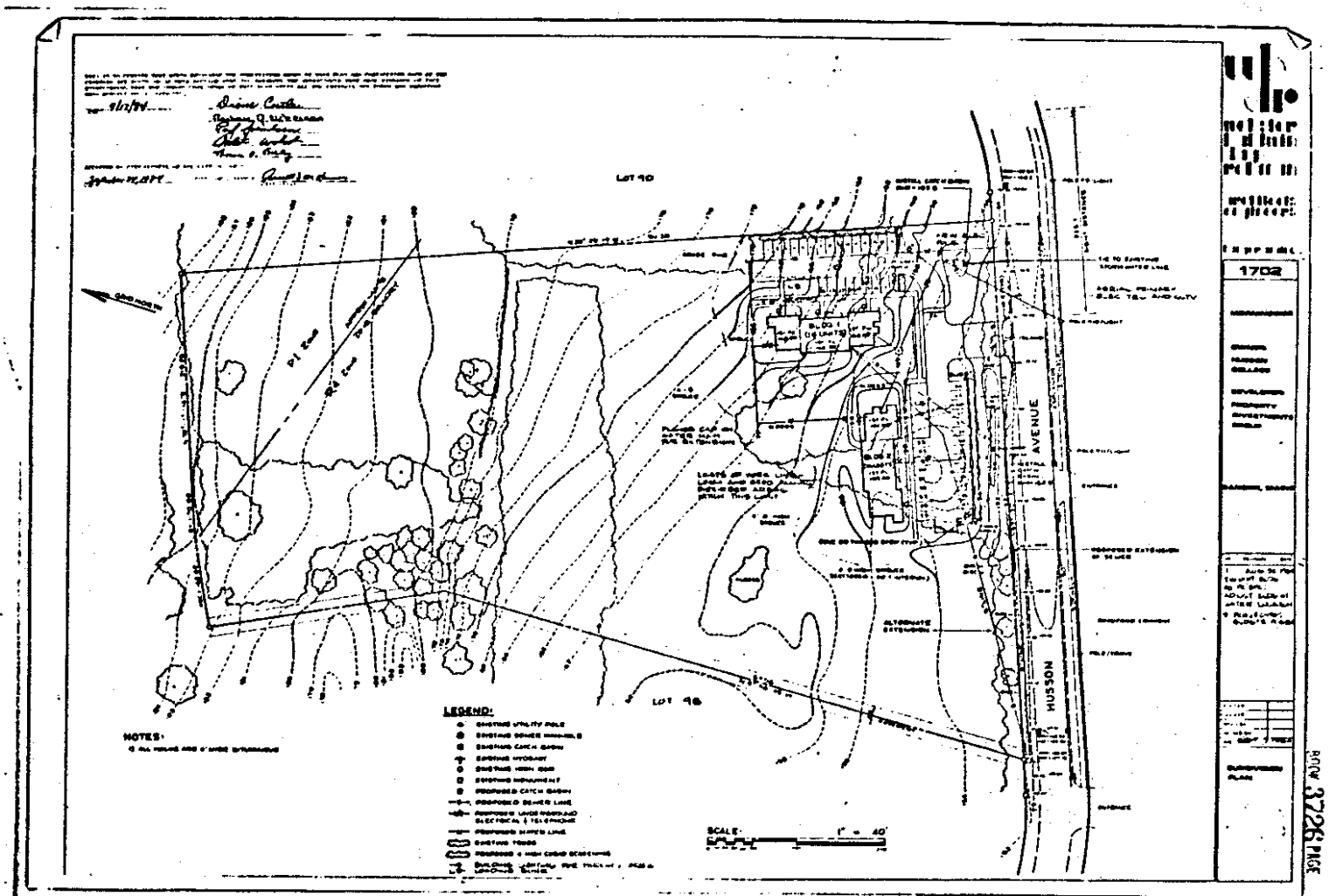
to

DECLARATION OF MORNINGSIDE, A CONDOMINIUM

PLANS

DECLARANT: PROPERTY INVESTMENTS, INC.

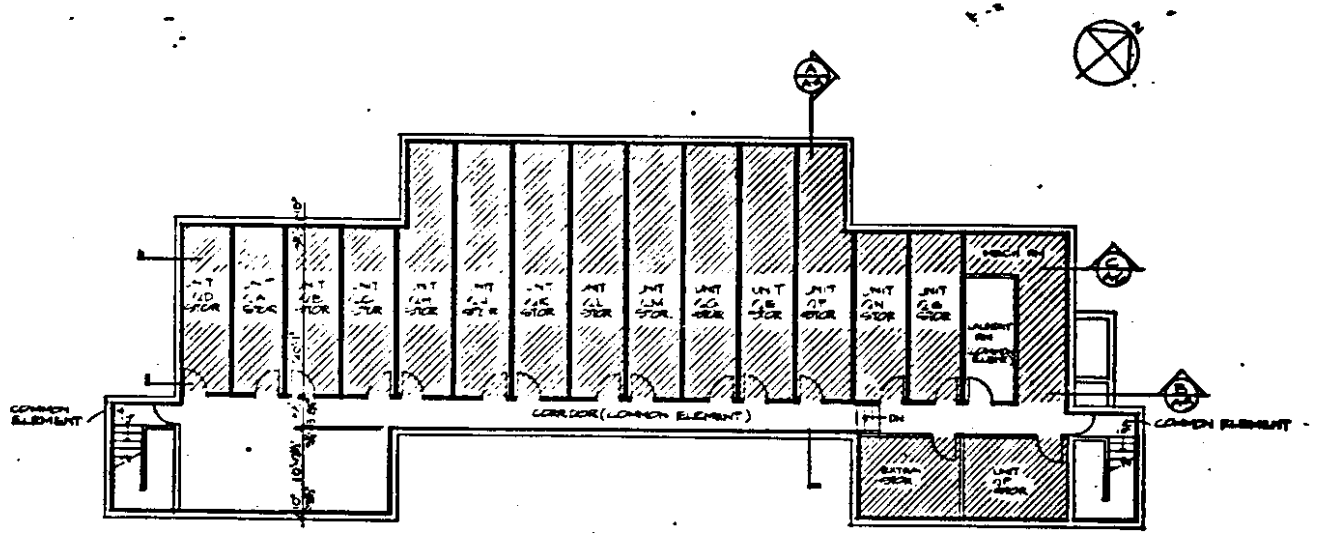
This Schedule contains a photocopy of a reduction of a true copy of the Plans recorded with this Declaration.


LOT 90
LOT 98
HUSSON
AVENUE
1702
LEGEND:
NOTES:
SCALE:

Recorded in the Penobscot County Registry of Deeds at _____ on _____ File no. _____.

I hereby state that these final plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-6-85 Architect: [signature]



BASEMENT

wh dr
webster
baldwin
day
rohman
architects
engineers
[illegible]

VERTICAL BOUNDARIES
BASEMENT

MORNINGSIDE
HUDSON AVENUE
BANGOR, MAINE

DEVELOPER:
PROPERTY INVESTMENTS INC.
BANGOR, MAINE

REGISTERED ARCHITECT
MICHAEL L. CLARKSON
No. 937
STATE OF MAINE

1702

DESIGNER	MLC
ENGINEER	JMR
DRAWN	MDW
CHECKED BY	MLC
DATE:	

A-1

Recorded in the Penobscot County Registry of Deeds at _____ on _____ file no. _____.

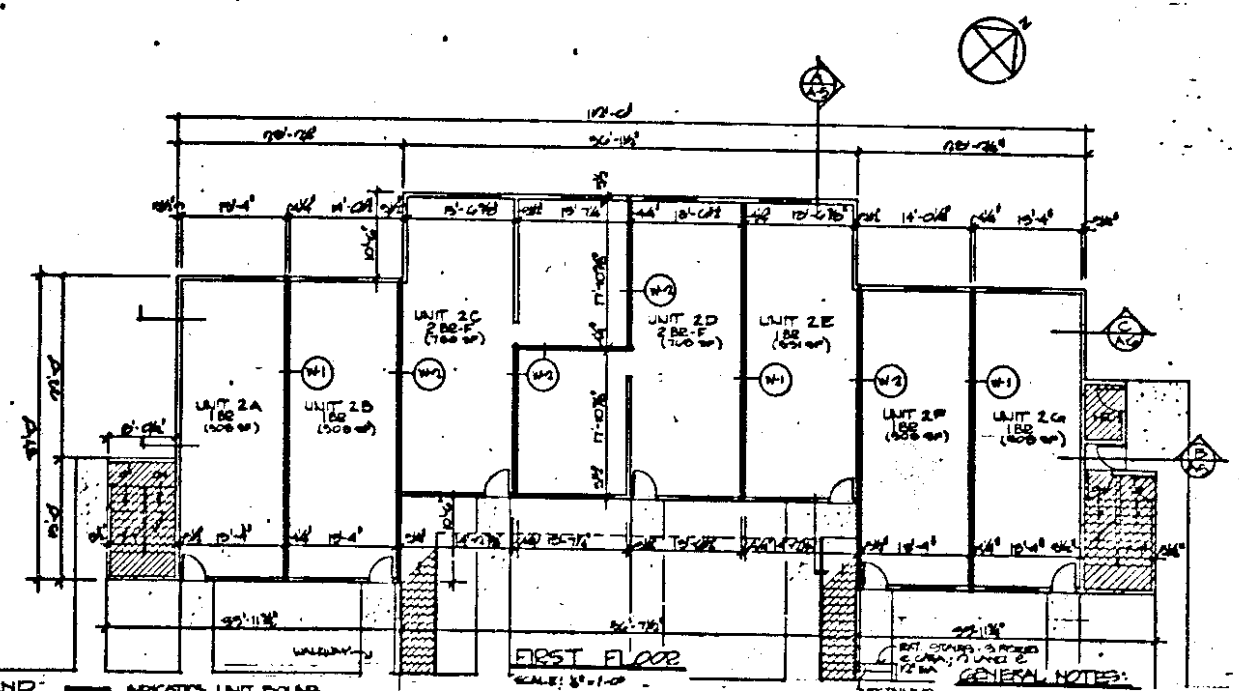
I hereby state that these floor plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-6-85 Architect: [signature]

WALL TYPES

W-1 1 HR FIRE RATED WALL

W-2 2 HR FIRE RATED WALL



FIRST FLOOR

SCALE: 1/8" = 1'-0"

LEGEND

INDICATES UNIT BOUND.

LIMITED, COMMON ELEMENT

VERTICAL BOUNDARIES

GENERAL NOTES:

1. 2 HR PART TO EXTEND TO UNDERSIDE OF ROOF DECK
2. PROVIDE 4 MANUAL FIRE ALARMS PULL STATIONS @ OFF. ELDG OF ELDG 1ST FL. & EA. STAIRWELL @ END FL.

webster baldwin day rohman architects engineers bangor·maine

VERTICAL BOUNDARIES FIRST FLOOR PLAN

MORNINGSIDE HUDSON AVENUE BANGOR, MAINE

DEVELOPER: PROPERTY INVESTMENTS INC. BANGOR, MAINE

170

DESIGNED MLC

DRAWN DWC DMW

CHECKED BY MLC

DATE

A-2

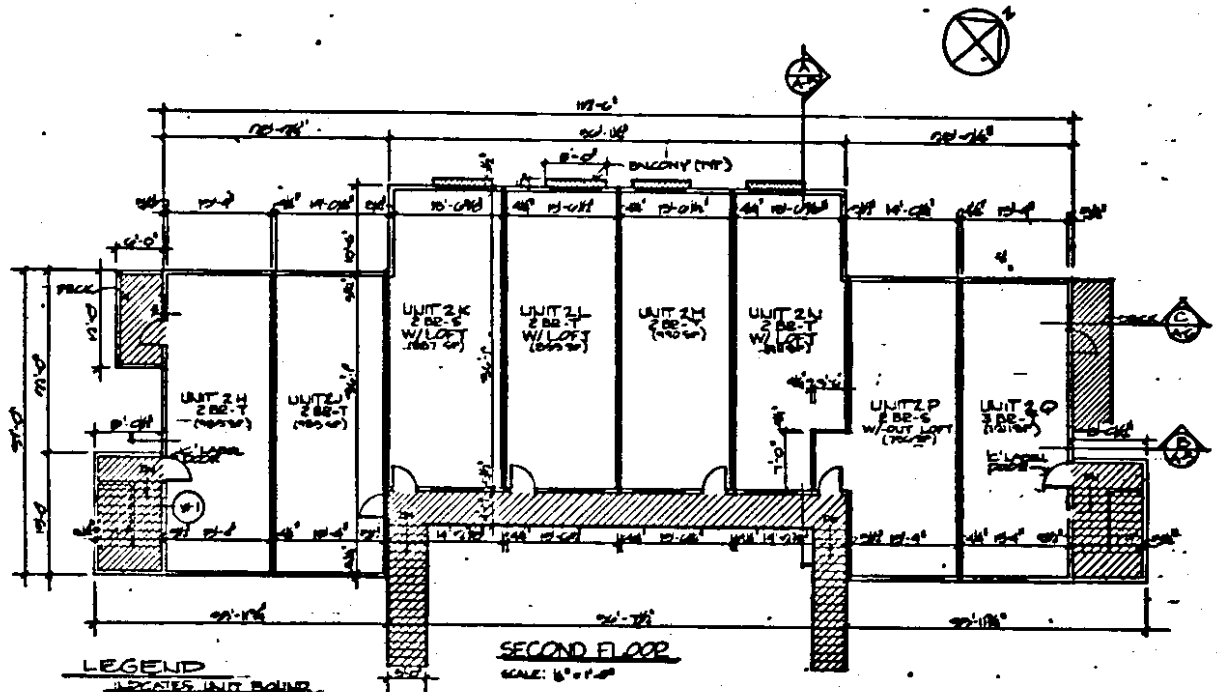
3726 PAGE 355

Recorded in the Penobscot County Registry of Deeds on _____ at _____ Book _____ Page _____

I hereby state that these floor plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-26-89 Architect: [signature]

BOOK 3726 PAGE 356



LEGEND

INDICATES UNIT BOUND

LIMITED COMMON ELEMENT

VERTICAL BOUNDARIES

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VERTICAL BOUNDARIES
SECOND FLOOR PLAN

ADDRESS
HUDSON AVENUE
BANGOR, MAINE

DEVELOPER
PROPERTY INVESTMENTS INC.
BANGOR, MAINE

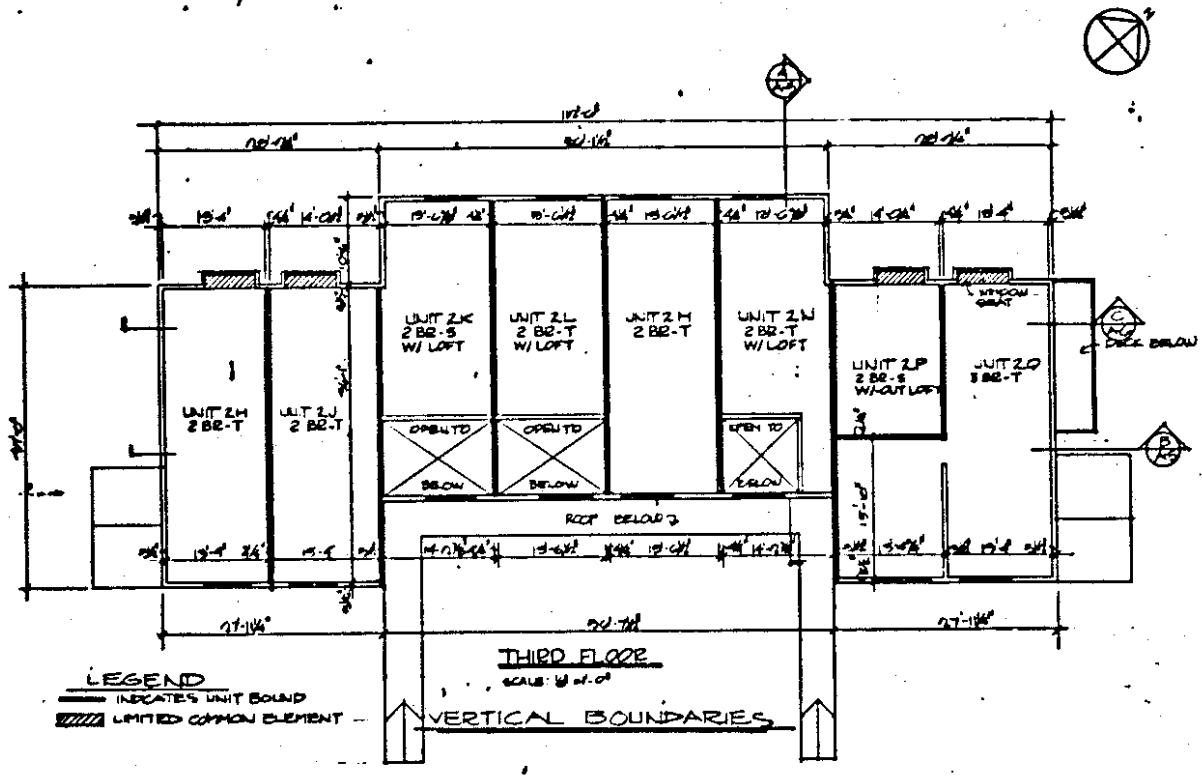
1708

A-3

Recorded in the Penobscot County Registry of Deeds at _____ on _____ file no. _____.

I hereby state that these floor plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-6-85 Architect: [signature]



webster baldwin day rohman architects engineers

bangor · maine

VERTICAL BOUNDARIES
THIRD FLOOR PLAN

MORNINGSIDE
HUSSON AVENUE
BANGOR, MAINE

DEVELOPER:
PROPERTY INVESTMENTS INC.
BANGOR, MAINE

REGISTERED ARCHITECT
MICHAEL L. CLARKSON
No. 737
STATE OF MAINE

1702

DESIGNER	MLC
ENGINEER	JMR
DRAWN	DNC PMW
CHECKED BY	MLC
DATE:	

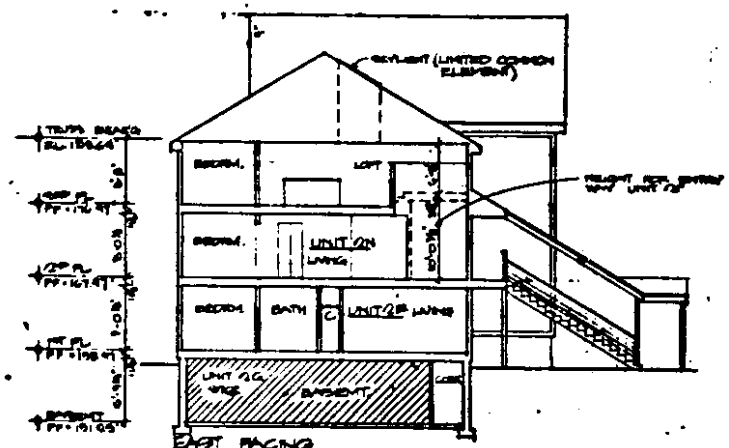
A-4

Recorded in the Penobscot County Registry of Deeds at _____ on _____ file no. _____

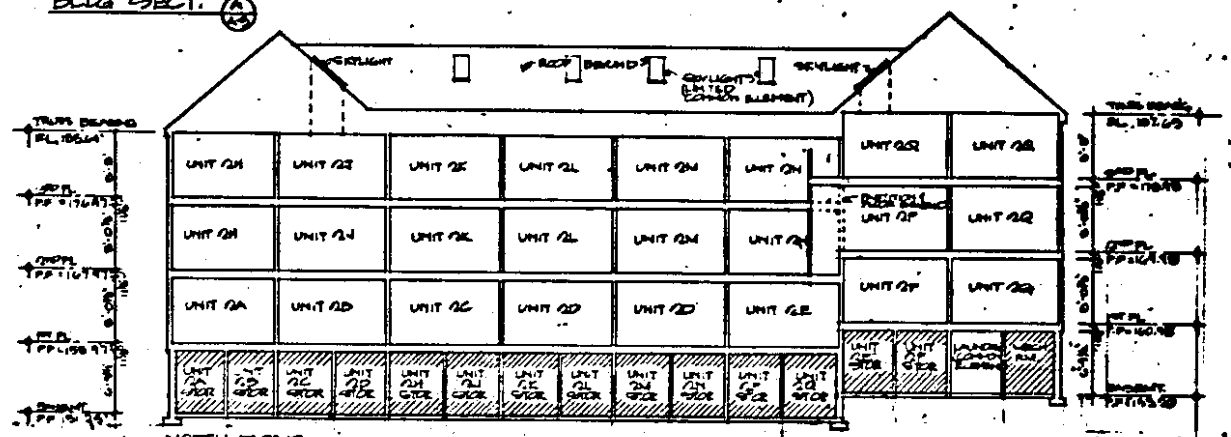
I hereby state that these floor plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-6-1985 Architect: Michael J. Gaynor

NOTE: ALL ELEVATION FIGURES BASED ON BANGOR CITY DATUM.



EAST FACING BLDG SECT. (A)



NORTH FACING BLDG SECT. (B)
SCALE 1/8"=1'-0"

webster baldwin day rohman architects engineers bangor-maine

1/8" BLDG. SECTIONS
HORIZONTAL BOUNDARIES

MORNINGSIDE
HUDSON AVENUE
BANGOR, MAINE

DEVELOPER:
PROPERTY INVESTMENTS INC.
BANGOR, MAINE

REGISTERED ARCHITECT MICHAEL J. GAYNOR STATE OF MAINE

1708

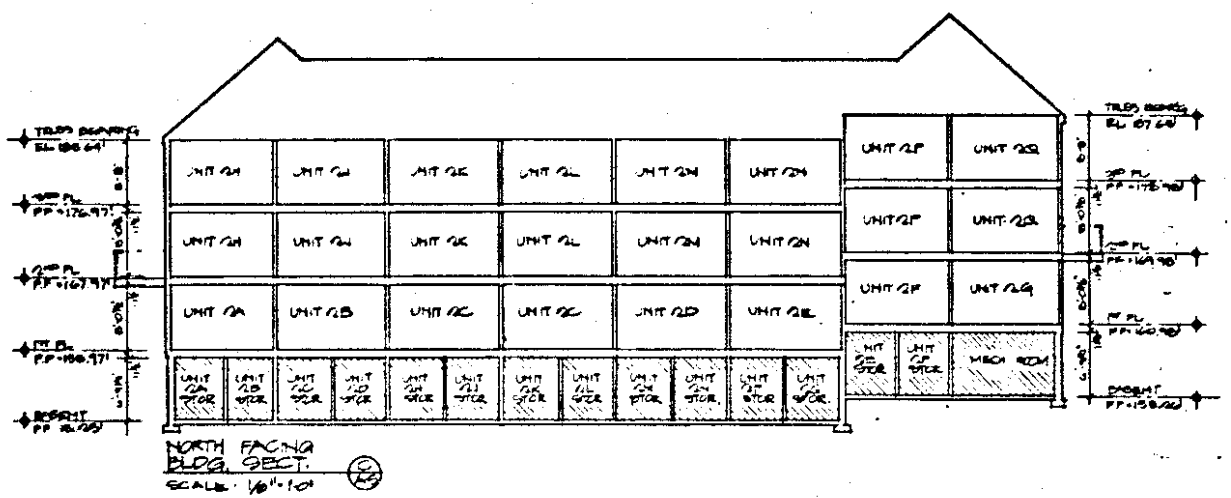
DESIGNER	MJC
CHECKER	JNR
DRAWN	MOW
CHECKED BY	MJC
DATE	

A-5

Recorded in the Penobscot County Registry of Deeds at
_____ on _____ File no. _____.

I hereby state that these floor plans are an accurate copy of the plans of the buildings as filed with and approved by the City of Bangor.

Dated: 9-6-85 Developer: [signature]



webster baldwin day rahman architects engineers

1/8" BLDG. SECTIONS
HORIZONTAL BOUNDARIES

MORNINGSIDE
PEARSON AVENUE
BANGOR, MAINE

DEVELOPER
PROPERTY INVESTMENTS INC.
BANGOR, MAINE

MICHAEL L. CLEMENTS No. 937 REGISTERED ARCHITECT STATE OF MAINE

1782

DESIGNER	MLC
ENGINEER	JMR
DRAWN	MDW
CHECKED BY	MLC
DATE	

A-6

BOOK 3726 PAGE 359

SCHEDULE C TO

DECLARATION OF MORNINGSIDE,

A CONDOMINIUM

DESCRIPTION OF UNITS

Identifying Number	Type	Area in Square Feet	Allocated Interests: Common Element Interest, Common Expense Liability, and Votes in the Association
2A	1 BR Flat	508	4.343%
2B	1 BR Flat	508	4.343%
2C	2 BR Flat	786	6.720%
2D	2 BR Flat	768	6.566%
2E	1 BR Flat	531	4.540%
2F	1 BR Flat	508	4.343%
2G	1 BR Flat	508	4.343%
2H	2 BR Townhouse	985	8.421%
2J	2 BR Townhouse -T- w/Loft	985	8.421%
2K	2 BR Townhouse -S- w/Loft	887	7.583%
2L	2 BR Townhouse -T- w/Loft	855	7.310%
2M	2 BR Townhouse w/Loft	990	8.464%
2N	2 BR Townhouse -T- w/Loft	911	7.790%
2P	2 BR Townhouse -S- w/out Loft	756	6.463%
2Q	3 BR Townhouse	1,211	10.353%

Notes:

1. If the Declarant exercises any Development Right to subdivide and to convert into Common Elements, and to create one or more Units, Limited Common Elements, Common Elements or a combination of Units, Limited Common Elements, and Common Elements within, any or all portions of a Divisible Unit, the Allocated Interests allocated to such a Divisible Unit will be reallocated among the Units created therefrom on the basis of the proportion that the size of each such new Unit bears to the aggregate sizes of all the Units created from that Divisible Unit.

2. If the Declarant exercises any Development Right to add more Units to the Condominium by creating additional Units on all or any portion of the Convertible Real Estate or by adding any or all portions of the Additional Real Estate to the Condominium, the Allocated Interests set forth in Schedule C will decrease and the Allocated Interests shall be reallocated among all the Units, both existing and newly-created, on the basis of the formula for the allocation of Allocated Interests provided in Paragraph 3.6 of the Declaration.

3. If Declarant exercises any Development Rights to convert Divisible Units entirely into Common Elements, the Allocated Interests of each Unit will be increased and the Allocated Interests allocated to Divisible Units that are converted into Common Elements shall be reallocated among the other Units in the Condominium in proportion to the Allocated Interests allocated to such other Units prior to said conversion.

4. The sum of the Allocated Interests may not equal 100% due to rounding as permitted by the Act. In the event of a discrepancy between the stated Allocated Interests and the result derived from the formula provided in Paragraph 3.6 of the Declaration, the stated Allocated Interests shall prevail.

SCHEDULE D
TO
DECLARATION OF MORNINGSIDE, A CONDOMINIUM

MORNINGSIDE, A CONDOMINIUM

Maintenance Responsibilities for Units

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one Unit. Water damage to Common Elements or Units other than the one which is the primary source of the problem through negligence of the occupants of such Unit.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the Unit in which the malfunction occurs or may occur.	All portions that are part of a Unit including systems fixtures & appliances attached thereto. Water damage to a Unit, when the primary source of such problem is through the negligence of the occupants of that Unit.

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Electrical & related systems & components thereof.	All, in all regards.	All, in all regards for items serving more than one Unit.		Except as provided in Column III, all, in all regards, for items serving only one Unit including the appliances, fixtures & lights serving only one Unit. All, in all regards, for bathroom fans and electric fixtures.
Heating & cooling systems & water heaters & components thereof.	All, in all regards, serving more than one Unit.	If any, same as in Column II, for items serving more than one Unit.	All, in all regards, at the Unit Owner's expense, for items serving only one Unit, to extent malfunction originates outside the Unit.	Except as provided in Columns III and IV, all, in all regards, for items inside Unit Boundaries.
Parking Spaces.	All surface parking spaces in all regards.	If any, same as in Column II.		
Storage Cubicles (if any).	All, in all regards.	All, in all regards except routine cleaning.		Routine cleaning.

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I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Refuse collection system.	All, in all regards.			It is the responsibility of Unit Owners to properly secure refuse in sanitary containers not visible from other Units and dispose of same from time to time as prescribed in rules and regulations established by the Board.
Grounds, including all paved areas, roadways, landscaping and yards.	All, in all regards, including snow removal and lawn mowing, as a general Common Expense.	If any, all, in all regards, including snow removal and lawn mowing, except for removal of articles of personal property from and routine cleaning of the front, side and backyards.		Removal of articles of personal property from and routine cleaning of the front, side and back yards.
Building, exterior roof, exterior vertical walls, foundations.	All, in all regards, except as provided in Column V.	Same as Column II.		All, in all regards, for maintenance and repair of perimeter walls of the Unit on interior side of stud or lath supporting such walls.

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Windows skylights, and Screens.	All which do not serve a Unit, in all regards.	Repair, maintenance and replacement due to negligence or inaction of Unit Owner, as a Limited Common Expense.		All, in all regards which serve the Unit including cleaning and replacements. Replacements to be of same color, grade and style.
Doors	All which do not serve a Unit, in all regards.	All surfaces exposed to exterior including door panel, buck, trim & sill, if Unit Owner fails to maintain, as a Limited Common Expense.		Interior of door panel interior trim. Hardware set including lock and door chime assembly and hinges/closure, on all doors leading from Units to Common Elements or leading from Units to Limited Common Elements. Routine cleaning of all surfaces exposed to the exterior. All items listed in Column III.
Balcony, patio, terrace, decks, walkways, private entryways, and railings.	All which do not serve a Unit, in all regards, and all nonfunctional balconies, in all regards.	In all regards for items serving only one Unit if Unit Owner fails to maintain, as a Limited Common Expense. In all regards for items serving more than one Unit, as a Limited Common Expense.		In all regards, for items serving only one Unit.

BOOK 3726 PAGE 365

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Shutters, window boxes.	All which do not serve a Unit, in all regards.	In all regards if Unit Owner fails to clean, maintain, or replace as a Limited Common Expense.		In all regards including routine cleaning and replacements. Replacements to be of same color, grade and style.
Doorsteps stairs, private entryways, bannisters and related amenities.	All which do not serve Unit, in all regards.	In all regards for items serving only one Unit as a Limited Common Expense if Unit Owner fails to maintain. In all regards for items serving more than one Unit, as a Limited Common Expense.		Routine cleaning and snow removal, and in all regards for items serving only one Unit.
Other improvements thereon lying outside the main walls of the Buildings.	All, in all regards.	All, in all regards.		

PENOBSCOT, SS. RECD OCT 1 1985 @ 1h 20m PM

NOTES

MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility is allocated to the Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Unit Owner.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the general Common Elements and determining the costs thereof shall be primarily the responsibility of the Executive Board and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Executive Board and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the general Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the Condominium. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners can be declared a Limited Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

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