AMENDED AND RESTATED DECLARATION OF CLAIRMONT COURT CONDOMINIUM

Portland, Maine

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AMENDED AND RESTATED DECLARATION OF CLAIRMONT COURT CONDOMINIUM

The undersigned officers of the **CLAIRMONT COURT OWNERS ASSOCIATION**, a Maine nonprofit corporation (the "Association"), being the association of Unit Owners for **CLAIRMONT COURT CONDOMINIUM** (the "Condominium") established under Declaration of Condominium originally dated July 15, 1981 and recorded in the Cumberland County Registry of Deeds in Book 4820, Page 127 as amended of record including without limitation the prior restatement recorded in said Registry of Deeds in Book 29870, Page 237 (collectively, the "Original Declaration") hereby certify that the 2017 Amended and Restated Declaration of Clairmont Court Condominium set forth below (the "Declaration") and the Second Amended and Restated Bylaws of the Clairmont Court Owners Association (the "Bylaws") attached hereto as Exhibit E were duly adopted by its Unit Owners by an eighty-eight percent (88%) in interest vote effective as of October 10, 2017 pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes (the "Condominium Act"), there being no Eligible Mortgage Holders, and that copies of this Amended and Restated Declaration and Bylaws have been sent to all Unit Owners.

ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY

§1.1 The Condominium Property. The property of the Condominium consists of the property located in the City of Portland, County of Cumberland and State of Maine described in Exhibit A with the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), which shall henceforth be governed by the Maine Condominium Act, 33 M.R.S.A. Section 1601-101 et seq., in accordance with this Declaration and ratifies the establishment of a condominium as defined in Section 1601-103 of the Condominium Act known as **Clairmont Court Condominium**. The name of the Unit Owners' association is the **Clairmont Court Owners Association**.

The Condominium consists of the Property and includes without limitation six (6) buildings containing a total of 25 Units. No additional Units will be created.

§1.2 Applicability. This Declaration governs the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration, the Plat and Plans, the Bylaws and the Rules and Regulations shall have the meanings specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Plat and Plans, the Bylaws, and the Rules and Regulations, the foregoing documents shall control in accordance with the order of priority in which they are listed. If any provision of this Declaration, the Plat and Plans, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the Condominium Act shall be deemed controlling. In the event of any such conflict, the validity of the remainder of this Declaration, the Plat and Plans, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

ARTICLE 2
DESCRIPTION OF PROPERTY

§2.1 Description of the Property – Recorded Plat. A legal description of the Property included in the Condominium is set forth in Exhibit A.

The location and dimensions of the Property included in the Condominium are depicted on the plat entitled "Survey Plan of Clairmont Court Condominium in Portland, Maine for the Dartmouth Company" dated March 16, 1981 prepared by Owen Haskell, Inc. and recorded in the Cumberland County Registry of Deeds in Unit Ownership File 49-1, a copy of which is attached hereto as Exhibit C (the "Plat").

§2.2 Location and Dimensions of Building and Units – Recorded Floor Plans. The term "Building" means the buildings now or thereafter located on the Property containing one or more Units, as well as other improvements comprising a part of or attached to the Building or intended to be used for purposes incidental to the use of a building.

The location and dimensions of the Building, the Units, and other improvements on the Property, including Common Elements, are shown on the Plat and on the Floor Plans, identified as follows:

Name	Prepared by	Date	File Reference
Clairmont Court, a Condominium Project by the Dartmouth Company	Terrien Architects	July 15, 1981	Unit Ownership File 49-2

(the "Plans"), a copy of which is attached hereto as Exhibit D.

§2.3 Recorded Plat and Plans. The Plat and Plans are recorded and any amendments thereto shall be recorded in the Cumberland County Registry of Deeds and are a part of this Declaration.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE 3
CONDOMINIUM UNITS

§3.1 Units. The Twenty-five (25) Units as set forth and identified in Exhibit B have been created and the Allocated Interests of each Unit are set forth in Exhibit B. No additional Units may be created. 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 are shown on the Plat and Plans.

§3.2 Description of the Units and Easements. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. The identification number and approximate area of each Unit are shown on the Plat and Plans of the Property. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

The Condominium consists of six buildings containing between two and seven units, as follows:

Building A contains 6 units.
Building B contains 3 units.
Building C contains 7 units.
Building D contains 3 units.
Building E contains 2 units.
Building F contains 4 units.

Each Unit includes the following items:

(a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways located wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings, including paint, wallpaper, tile, lath, furring, gypsum board, wallboard, plaster, paneling, moldings, window and door trim, and any other materials constituting any part of the finished surfaces thereof;

(c) Windows, doors, storm windows and storm doors, their frames, sills and thresholds;

(d) Plumbing, kitchen and bathroom pipes, lines and fixtures, the heating and ventilating equipment, fans, ducts, vents, controls and air intakes, chimney flues, pull down attic stairs, kitchen appliances and cabinets, air conditioning systems if any, and components thereof serving only a single Unit, if any, all even if located outside of a Unit's general boundaries;

(e) Electrical wiring, equipment outlets, doorbells, and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, any propane or natural gas system from the point where the piping leaves the meter, and portions of electric, water, propane and natural gas if any, and sewer utility lines, pipes, outside lights, doorbells, conduits, vents, flues, fans, ducts, and equipment serving only that Unit, even if located outside of a Unit's general boundaries; and,

(f) The interiors of the basement and/or crawl space areas, if any, located within the Unit boundaries specified in Section 3.3 below.

A Unit generally does not include the exterior walls, unfinished attic areas, the roof, rafters, studs and other structural components of load-bearing walls, insulation, foundation walls and footings, land, and related components if any, and any pipes, wires, conduits, meters, flues, ducts, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the benefit of the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit across the Common Elements, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

Responsibilities for the maintenance of the Unit are governed by Article 7 below.

§3.3 Unit Boundaries. The boundaries of each Unit created under this Declaration are generally shown on the Plat and Plans, and shall consist of:

(a) *General Horizontal Boundaries*: The general upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(i) Upper Horizontal Boundaries: The upper horizontal Unit boundaries are the planes at the lower surfaces of the joists of the attic which directly support the gypsum board or finished surfaces of the ceiling above a Unit's uppermost floor, generally as shown on the Plans, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries

(ii) Lower Horizontal Boundaries: For the portions of Units with basements or crawl spaces below, the lower Unit boundary is the horizontal plane(s) at the upper edge of the undecorated uppermost surface of the concrete floor slabs extending to the intersection with the vertical boundaries. For Units or portions of Units with no basements or crawl spaces below, if any, the lower Unit boundary is the horizontal planes at the intersection of the uppermost surface with the sub-flooring at the lower surfaces of the carpeting, tiles, vinyl or other floor surfaces and any other materials constituting any part of the finished floor surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(b) *General Vertical Boundaries*: The general vertical boundaries of each Unit shall be the vertical planes located at the interior stud line at the exterior or outer-most surface of the gypsum-board, sheetrock or other finish wall materials, if any, located on the inside of its exterior or common walls, and, for the basement, basement crawl spaces at the interior unfinished surface of the concrete

or masonry walls, all extended to the intersections with each other and with the horizontal boundaries, and runs along the exterior surfaces of exterior doors, windows, and any glass walls.

(c) *Interior Finishes.* The Unit shall include all wallboard, plasterboard, drywall, plaster, paneling, tiles, wallpaper, paint, wallpaper, carpeting, finished flooring, paint, varnish, stain, wallpaper, tile, window and door trim, and any other materials constituting any part of the finished surfaces thereon located within or on the boundaries of the Unit.

(d) *Interior and other Unit Components and Spaces.* All other spaces, interior partitions, interior stairways, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit together with those specific Unit components identified in Section 3.2 above.

(e) *Relocation and Subdivision.* Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit are set forth in Exhibit B.

The percentage of each Unit's Common Element Interest, Common Expense Liability and Voting Rights are allocated equally among the Units as set forth in the Original Declaration. The percentages as stated in Exhibit B shall prevail in any event and do not bear in proportion to the square footage or fair market value of the Units. Each Unit shall each have one vote in the Association as set forth on Exhibit B.

The Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit and to allocate "Limited Common Expenses" as set forth below.

§3.5 Interior Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit in compliance with all applicable governmental requirements and permits and in a good and workmanlike manner. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property or change the exterior appearance of the Unit.

At all times the Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements.

All Unit Owner work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to the Property. No Unit Owner shall permit, suffer or authorize any such liens or other claims to be asserted against the Association, other Units, or the Common Elements. At the completion of all work each Unit Owner shall obtain waivers of mechanics and materialmen's liens from all persons performing work on or furnishing material and upon request provide the Association with copies thereof. The Unit Owner shall provide the Association with evidence that all contractors have general liability and automobile insurance, and worker's compensation if applicable, in an amount satisfactory to and naming the Association as an additional insured

The Unit Owner shall indemnify and hold the Association harmless from any mechanic's or materialman's liens and to perform all work hereunder at the sole cost and expense of Unit Owner in a good and workmanlike manner and so as to minimize any inconvenience to other Unit Owners.

No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit without the prior written consent thereto of the Board of Directors. Unit Owner shall pay such expenses as may be determined by the Association in reviewing any application under and enforcing this Section, including any expenses and legal costs incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement. The Board of Directors, in its discretion, may retain its own licensed architect or engineer, at the expense of the Unit Owner applying for such permission, to review the application and advise the Board of Directors. Any application to any department or to any other governmental authority for a permit to make such an addition, alteration or improvement shall be at the Unit Owner's expense. The consent of the Board of Directors shall not be unreasonably withheld so long as such addition, alteration or improvement does not change the exterior appearance of the Unit, is in keeping with the integrity of the Condominium, and does not adversely affect the structural or mechanical systems of the Unit as certified by a licensed architect or engineer, retained by the Unit Owner at his or her cost. The Board of Directors, in its discretion, may retain its own licensed architect or engineer, at the expense of the Unit Owner applying for such permission, to review the application and advise the Board of Directors.

During construction the Unit Owner shall provide builder's risk insurance at the cost of the Owner and shall name the Association as an additional insured.

The owners of the Unit, their successors and assigns, shall be strictly liable for any existing or future defective alterations and improvements to the Unit, for compliance with building, fire and life safety codes and for defective construction and any resulting damage for failure to comply with the foregoing standards, including without limitation subsequent rot and water damage to the Unit and other Common Elements, regardless of whether or not such work was approved by the Association.

Notwithstanding any other provision of this Declaration, any improvements which have been made at any time by current or prior Owner in the basement or other below grade areas are at the sole risk of the Owner; the Association shall have no responsibility for the insurance, maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

Any such Unit Owner or his or her respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the

structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

ARTICLE 4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term "Common Elements" means the entire Property other than the Units, and includes:

i. The land, together with the benefit of and subject to all the accompanying rights and easements described in **Exhibit A** and the private roads, the parking areas, walkways and paths, lawn, landscaping, trees, vegetation, pavement, and storm water facilities, equipment and detention areas;

ii. The foundations, subfloors, concrete floors, attic areas, structural, load bearing wall studs, framing, joists, and rafters, roof, exterior walls, windows, exterior doors, storm and screen doors, exterior steps, decks, , and all structural and load bearing portions of the buildings;

iii. The utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems including permanent hard wired smoke detectors, distribution pipes, storm water detention systems, and water and sewer utility lines which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Unit as defined above); and

iv. All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

Responsibilities for the maintenance and use of the Common Elements are governed by Article 7 below.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association in its discretion.

Fuel may be now or hereafter supplied through a central propane tank and distribution system; the propane tank and system may be owned by the propane supplier and separately billed to each Unit pursuant to a long term supply contract with the Association.

§4.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than

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

i. For each Unit, two (2) uncovered exterior parking space as shown and assigned as Limited Common Elements on the Condominium Plat and/or Plans;

ii. Shutters, awnings, window boxes, doorsteps, stoops, steps, stairs, thresholds, chimney if any, and any other fixture designed to serve a single Unit but located outside its boundary and the land underneath them;

iii. Any attic or storage areas above a Unit and accessible from the unit, which areas are restricted to storage use if suitably reinforced;

iv. The deck which abuts a Unit and associated privacy fence;

v. The land area beneath each Unit;

vi. The portions of the Property shown and designated as Limited Common Elements on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The Board of Directors of the Association in its discretion may set aside certain areas for decorative plantings and gardening purposes and may, upon such terms and conditions as it deems advisable, designate specific plots within those areas for the exclusive gardening use of particular Unit owners. All structures placed on Limited Common Elements are subject to review and approval by the Board of Directors.

The allocation of Limited Common Elements may not be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. Except as set forth in Section 4.2 above, the Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Improvements and Alterations Located Outside of a Unit. If the record owners of the subject Unit(s) affirmatively elect, upon application to and subject to the written approval of the Board of Directors of the Association in its discretion and based on each owner's compliance with the standards set forth hereinafter, with prior notice to any abutting Units, all of which may be evidenced by a recorded instrument duly executed and acknowledged setting forth the requirements itemized below and which shall automatically apply to all such improvements and alterations:

(i) that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same, if any), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each

Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element;

(ii) the Unit shall have an easement for the installation of alterations and improvements so approved in the Deck Limited Common Element; and

(iii) The Unit shall have an easement for the installation of doors, windows and frames so approved,

subject to the following limitations and requirements, compliance with which shall be as specified and approved by the Board of Directors in their discretion prior to construction:

(a) The alterations and improvements shall be of first quality, permanent construction and shall be compatible with the architectural design of existing buildings and structures;

(b) Exterior alterations and improvements may be built only in the Limited Common Element locations or between the Unit and its allocated Limited Common Elements;

(c) The Unit Owner shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property, shall construct such alterations and improvements in a good and workmanlike manner and strictly comply with all fire, building code and other governmental laws, ordinances and requirements and shall provide the Board of Directors with plans and evidence that the proposed construction complies with such requirements prior to starting any work;

(d) The Unit Owner shall be responsible for the construction of the alterations and improvements in accordance with the Plans, this Declaration, and the Bylaws and shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Unit Owner shall be solely responsible for any contractual obligations and charges incurred to any installers, workmen or supplies, and shall advise said persons of Unit Owner's responsibilities;

(e) The Unit Owner shall provide the Association with evidence that all contractors have general liability and automobile insurance, and worker's compensation if applicable, in an amount satisfactory to and naming the Association as an additional insured;

(f) The Unit Owner shall indemnify and hold the Association harmless from any mechanic's or materialman's liens and to perform all work hereunder at the sole cost and expense of Unit Owner in a good and workmanlike manner and so as to minimize any inconvenience to other Unit Owners;

(g) Unit Owner shall pay such expenses as may be determined by the Association in reviewing any application under and enforcing this Section, including any expenses and legal costs incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement;

(h) Unit Owner shall indemnify and hold harmless the Association, its Board of Directors and Officers, other Unit Owners, their guests, invitees and family members from any loss or damage which may be incurred on account of the installation of the alterations and improvements in violation of this Section even if not due to the negligence and fault of Owner, including reasonable attorney's fees and expenses; and

(i) The Unit owner shall be fully responsible for costs of the maintenance, repair, and replacement of such alterations and improvements in good condition and repair at the Unit Owner's expense in a neat and attractive appearance, which maintenance, repair, and replacement may be conducted by the Association and charged to the Unit owner as a Limited Common Expense or Service Charge based on such methodology as the Board may approve; and

The Association may require a cash bond or other assurances of compliance with the foregoing standards. During construction the Unit Owner shall provide builder's risk insurance at the cost of the Owner and shall name the Association as an additional insured. Generally once completed the Association shall provide maintenance, repairs and replacement of the exterior of such improvements and the expenses thereof shall be governed by Articles 6 and 7. Insurance on the improvements shall be governed by Article 10.

The owners of the Unit, their successors and assigns, shall be strictly liable for any defective construction and any resulting damage for failure to comply with the foregoing standards, including without limitation subsequent rot and water damage to the Unit and other Common Elements.

Notwithstanding any other provision of this Declaration, any improvements made at any time by current or prior Owner in the basement or other below grade areas are at the sole risk of the Owner; the Association shall have no responsibility for the insurance, maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

At all times after such election each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his or her respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

ARTICLE 5
CONDOMINIUM ASSOCIATION

§5.1 The Association. The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Nonprofit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him or her in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

§5.2 Board of Directors Powers. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, or in this Declaration, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

§5.3 Bylaws. The Second Amended and Restated Bylaws of the Association are attached hereto as Exhibit **E**.

§5.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the use of heaters and other appliances, the use and appearance of the Common Elements and Limited Common Elements and any portions of the Units which can be seen from outside the building or from any Common or Limited Common Elements, requirements for smoke and carbon monoxide detectors and life safety improvements, mandatory water heater replacements, washing machine hoses, metal dryer vents, dehumidifiers in basements, hours of use for any recreational areas, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Unit Owner or occupant of a Unit promptly after the adoption thereof, and they shall bind all Unit Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

Any Rule and Regulation adopted by the Board of Directors may be amended or revoked and new Rules and Regulations may be adopted at a duly called meeting of the members of the Association by vote of a majority in percentage interest of all Unit Owners, which vote shall be binding on the Association and the Board of Directors.

ARTICLE 6
FINANCIAL MATTERS

§6.1 Common Expenses, Limited Common Expenses and Service Charges. The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property, the establishment of reserves, and the rendering to Unit Owners of all related services, as regular assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges and all amounts due to the Association.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), all as the Board of Directors may periodically establish and determine. If all Units have substantially similar Limited Common Elements, then the Board of Directors may determine that all Units shall pay such expenses in accordance with their liability for Common Expenses.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Property shall be borne by the Unit Owners by means of assessments as set forth herein and by all other persons liable in accordance with this Declaration.

§6.2 Allocation and Payment of Common Expenses. The total amount of Common Expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein. For major improvement and repair projects the Association may make special Common Expense or Limited Common Expense assessments payable over a period of years with such interest rate as may be recommended by the Board of Directors subject to the approval of a majority in interest vote of all Unit Owners.

(b) If the Board of Directors determines that a Limited Common Expense benefits more than a single Unit in a manner which is uniquely disproportionate in relation to the general relative Common Expense Liabilities among all Units, then such Limited Common Expense may then be assessed solely against the benefited Units in proportion to the relative Common Expense Liabilities of such Units as among themselves, all as the Board of Directors may periodically determine in its discretion. If a Limited Common Expense only benefits a single Unit as the Board of Directors may periodically determine in its discretion, that Limited Common Expense may then be assessed solely against the Unit benefited.

(c) Any electricity, water, sewer and fuel serving the Common Elements, and the expenses for the maintenance, repair and replacement of these systems, if any, shall be assessed to each Unit as a Common Expense.

(d) For electricity, telephone, internet data and cable television services, fuel services and, if separately metered, water and sewer, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to sub-meter and then separately charge for water and sewer services supplied to the Units as Service Charges. At the election of the Board of Directors, the expense of capital improvements and/or major repairs or renovations to the water and sewer supply systems may be assessed either as a Common Expense or as a Service Charge.

(e) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Special Assessments, Service Charges and penalties, fines, interest and costs of collection and enforcement including reasonable attorneys' fees, all as provided in the Condominium Act, this Declaration, the Bylaws and the Rules and Regulations.

(f) In order to fund significant improvement, repair or renovation projects and associated costs as the Board of Directors may approve, the Association may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Board of Directors ("Special Assessments"). If any portion of the Special Assessments is due *after* the end of the Association's current budget year, then the affirmative approval of a majority in interest of all the Unit Owners shall be required. If the Special Assessments due in full *prior* to the end of the Association's current budget year, the normally applicable Unit Owners' budget ratification requirements shall apply, except as otherwise provided below.

If the amount of a proposed Special Assessment does not exceed two (2) months regular common charges and the Board determines that the Special Assessment is necessary to meet an emergency, the Board of Directors may make the Special Assessment immediately in accordance with the terms of the Board's vote, without need for budget ratification by the Unit Owners.

§6.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit or its Limited Common Elements and for the costs of water and sewer. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense Liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for Service Charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, members of his or her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his or her Unit or its Limited Common Elements, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge;

(ii) Fees, if any, which may be established by the supplier for the delivery, consumption and maintenance of water, sewer, and/or other utility services and equipment. Water and sewage services supplied to each Unit, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board

of Directors in their discretion. At the election of the Board of Directors, the expense of maintenance and repair, capital improvements, major repairs or renovations to the water and sewer systems may be assessed either as a Common Expense or as a Service Charge;

(iii) Fees, if any, which may be established by the Board of Directors, for cable television, internet and telephone services and equipment, if not separately billed by the utility supplier;

(iv) Increases in the Association's insurance premiums for permanent building improvements and betterments to Units or the Limited Common Elements installed by Unit Owners and insured at the request of the Unit Owner with the Association's hazard insurance carrier, as determined by the Board of Directors.

(v) Service charges as established pursuant to other provisions of this Declaration.

§6.4 Borrowing and Pledge. The Board of Directors shall have power to borrow and to pledge, assign and grant a security interest covering all Association revenues and assets including Assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements and related charges. The exercise of such power is subject to the approval of a majority in interest vote of the Unit Owners as required by the Condominium Act.

§6.5 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date and intervals that the Board of Directors may determine, one-twelfth ($1/12^{th}$) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges, and provided that revised Common Expenses including revised Limited Common Expenses shall be paid over such intervals over the remainder of the fiscal year and Special Assessments shall be paid in accordance with the terms of the approval of Special Assessments; (ii) all Special Assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

Each Unit Owner shall pay his or her share of assessments for Common Expense assessments, Limited Common Expense assessments, Special Assessments and Services Charges without setoff or deduction.

All amounts levied against each Unit for Common Expense assessments, Limited Common Expense assessments, Service Charges, and Special Assessments, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection, enforcement and foreclosure thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit Owners pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, including penalties, fines, late charges, interest and costs of collection, enforcement and foreclosure. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien. The lien is extinguished unless action to enforce the lien is started within five (5) years after the full amount becomes due if so limited by the Condominium Act, but the Unit Owner shall remain personally liable.

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) to the extent required by the Condominium Act, a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory 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.

(b) If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, user fees, fines or penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such amounts with such late charges in such amount as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Unless otherwise determined by the Board, a late charge shall apply when any payment due to the Association is more than 30 days past due, which late charge shall be immediately due and payable. If such late charges and Common Charges, Limited Common Charges and Services Charges are not paid within 30 days of when they were due, then interest shall be charged on all past due amount calculated retroactively back to the date when originally due.

(c) If such payments are not received within ninety (90) days after they become due, the Board shall have the power to exercise and enforce any and all rights and remedies provided in the Condominium Act, this Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's Unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time; in such event the Association may suspend any right or privilege appurtenant to the Unit including without limitation parking and voting rights and the prohibition of the use of the Common Elements, but the Association may not deny all means of access to the Unit or withhold services provided to a unit or a unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person. The delinquent unit owner or other occupant shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure.

(d) In any action to foreclose the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, late charges, penalties, interest, and costs of collection, foreclosure and enforcement including reasonable attorneys' fees, the Association may act through its manager or Board of Directors in the same

manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, Service Charges, Special Assessments, user fees, fines, penalties and all other amounts due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

(e) If for any reason the Association revises its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due, each Unit Owner shall pay to the Association or its authorized representative such revised Common Expenses.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared by the Board of Directors to then be due and payable in full.

(f) The liens for assessments described herein may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to gain access to the Unit may be suspended and services may be withheld in accordance with Rules and Regulations adopted by, in addition to all other remedies available to the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner if the effect of withholding the service would be to endanger the health, safety or property of any person.

§6.6 Liability / Resale Certificate. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, Special Assessments, Service Charges, interest, fees, penalties and costs of collection. In the transfer of a Unit, the grantee(s) of such Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. A grantee receiving a conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for those Common Expense assessments, Service Charges, etc. arising prior to the conveyance.

A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of the then outstanding unpaid common charges, assessments and Service Charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be

established from time to time by the Board of Directors. The Association has no obligation to subsequently update the information contained in such statement. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement as of its effective date except interest, late fees and costs of collection accruing thereafter.

§6.7 Budget. A proposed budget or any amendment to the budget adopted by the Association's Board of Directors shall be deemed to be ratified by the Unit Owners unless rejected by a 66 2/3% in interest vote of all Unit Owners, whether or not a quorum is present. Within 30 days after the Board's adoption of any proposed budget or amended budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 10 nor more than 30 days after mailing of the summary. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board of Directors.

The Board of Directors shall have the power to expend funds and incur expenses out of the reserves even if not set forth in the budget but if such reserve expenditures may be reasonably anticipated to cause the aggregate amount of all such expenditures to exceed 10% of the budget including contributions to reserves shall require budget ratification by the Unit Owners as set forth above.

The requirements for the adoption and Unit Owners' approval of Special Assessments are set for in Subsection 6.2(g) above.

ARTICLE 7
MAINTENANCE AND USE

§7.1 General Maintenance Responsibilities. The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1603-107(a) and 1603-115 of the Condominium Act, except as otherwise set forth herein.

§7.2 Maintenance of Common Elements. Generally, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, sewer, storm water and drainage system, snowplowing, interior pathways, roadways and parking areas that are Common Elements or Limited Common Elements, area lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors. If repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, the resulting costs shall be assessed to the Unit Owners responsible as a Service Charge, but this shall not impair the waiver of rights of subrogation under insurance carried by the Association.

§7.3 Maintenance of Windows, Doors, and the Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors; provided, however, that each Unit shall be responsible for providing the ordinary maintenance and repair of individual windows, doors, sliding patio doors, screens, storm windows and doors, and their components consisting of window and door locks, glass, slides, hinges,

tracks, knobs, automatic openers, and hardware, together with the painting of the interior surfaces of the exterior windows and doors, the washing of interior and exterior glass surfaces, and maintaining the sewer line leading from the Unit to the point where it connects to the common line, but the Association may elect to provide ordinary maintenance and repair services for such components, assessing the Units therefore as a Limited Common Expense assessment, a Service Charge or as a part of the general Common Expense assessments.

Each Unit Owner shall provide the ordinary cleaning of the interior and exterior glass surfaces of door and window glass, the repair of broken glass and screens, and the removal of debris, snow and ice from the front step and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to provide such services and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association shall be responsible for the painting of the exterior finishes of exterior doors, windows (excluding window glass), gutters, downspouts, exterior window and door caulking, and chimney flashing, and shall be responsible for carrying out the replacement of the entire window and door assemblies.

The Association may assess the costs of maintenance, repair and replacement of the doors, windows, decks, and other Limited Common Expenses applicable to the particular Unit(s) to which they are appurtenant if the item giving rise to the expense shall be disproportionately for the benefit of such Unit(s) only, as may be determined from time to time by the Board of Directors in its discretion.

If such repair or replacement of the Limited Common Elements shall be necessitated by the acts, omissions, 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 Service Charge, as determined by the Board of Directors.

§7.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and maintain his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a neat, clean and sanitary condition in compliance with building and life safety codes, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall maintain, repair and replace the exterior lights and light bulbs controlled from inside the Units, the door bells, and the vents and ducts which serve their Unit exclusively.

Each Unit Owner shall do all redecorating, painting and varnishing of the Unit interior which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall clean the interior and exterior glass surfaces of windows, maintain all interior finishes and trim on doors and windows, repair broken or damaged glass, including the cleaning and repair of glass and the ordinary maintenance and repair of screens, locks, hinges, tracks, and knobs, but the Association shall provide routine painting of the exterior finishes of exterior doors and windows (excluding window glass).

For Units with exterior accessories and improvements, if any, installed by or at the request of the Unit Owner or any prior Unit Owner, such items shall be maintained, repaired and replaced by the Association but each Unit Owner shall pay the Association for its costs of maintaining, repairing and replacing such items as a Limited Common Expense.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease, paint, solvents, oil or non-household chemicals other substances which may be identified in the Rules and Regulations into the sewage system or storm drains.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses and to install and maintain smoke-carbon monoxide detectors and other life safety devices. Unit Owners shall be strictly liable for any water damage to the Common Elements or to another Unit resulting from the failure of their water heaters, washing machine hoses, accessories without impairing the Association's insurance coverage.

Each Unit Owner shall be responsible for all damage to his or her Unit, to any other Units or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibilities in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of any insurance deductible, if any (or such other amount established by the Rules and Regulations), with respect to the Unit, and (ii) for uninsured damage to his or her Unit or to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Unit Owner.

§7.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit for all costs of maintaining, repairing or replacing any portion of such Owner's Unit, any other Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's wrongful or negligent act, neglect, omission or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate all at the Unit Owner's expense. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

§7.6 Use and Occupancy Restrictions on Units. Each Unit and its associated Limited Common Elements shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than a single family residence with only one complete set of housekeeping facilities, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties and there is no noticeable increase in deliveries, all except as otherwise permitted by the Board of Directors in its discretion.

(b) *Maximum Number of Unit Occupants.* The maximum number of occupants per unit shall be four (4), except that the maximum may be exceeded for short visits to accommodate guests. No more than two vehicles per Unit may be kept on the property, provided, however, that with written approval from the Board of Directors more than two automobiles per Unit may be kept on the property, which approval shall be governed by the then available space for parking within the premises in the Board of Directors' discretion. The Board of Directors may from time to time adopt and amend Rules and Regulations further governing the maximum number of persons who may occupy a Unit.

(c) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or in any of the Common Elements that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her 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 may be committed on or to the Common Elements.

(c) *Nuisance/Hazard/Illegal uses.* No Unit or Limited Common Element shall be used so as to create a nuisance, hazard or an unreasonable interference with the peaceful enjoyment of any other Unit or the Common Elements or to carry on any illegal activities.

No Unit 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 Unit Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a Unit, subject to such additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors, and to local and state ordinance, statutes and regulations, and ordinances. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors.

No dogs shall be permitted outside of a Unit except on a leash directly attended by a responsible person or except of "off-leash" area(s), if any, that may be designed from time to time by the Board of Directors. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time.

In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety and quiet enjoyment of the Property notwithstanding prior

notices thereof, to the Unit Owner upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(e) *Fire Safety and Noise Control.* No person shall impair or remove or alter the any acoustical, sound-deadening, or fire-resistant material or smoke detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities after securing proper written permission from the Board of Directors.

(f) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors and in compliance with the requirements of the City of Portland.

(g) *Personal Property.* No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements except for outdoor furniture located on the exterior decks kept in a neat and attractive condition or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(h) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances, including without limitation hot tubs, generators and furnaces and permanently installed space heaters may not be installed in a Unit or Limited Common Elements except with the prior written consent of the Board of Directors.

(i) *Governmental Requirements.* All Unit Owners, Unit Occupants, their families, guests, and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine and of the United States, and all ordinances, rules and regulations of the City of Portland. A Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(j) *Water and Sewer.* The sewer system shall be used only for ordinary household purposes. Since the water supply depends in part on the forces of nature, the Association shall not be responsible for any insufficiency or failure of water supply or the purity thereof, even if due to the alleged negligence or fault of the Association.

(k) *Heating.* Every Unit Owner must at his or her own expense maintain heat at levels sufficient to protect the Common Elements from damage. Further, the heat must be set at a minimum level as set forth in the Rules and Regulations, if any, but in any event not less than 55° F. In the event the Board of Directors or its agents learn that the heat in a Unit is, in its opinion, insufficient, and if the Board of Directors or its agents cause the heat in the Unit to be increased in a good faith attempt to prevent damage to the Unit, other Units or Common Elements, the Unit Owner shall be solely liable for any increase in the utility costs associated with the increased heat. The Board of Directors may adopt Rules and Regulations regarding the installation of auxiliary heating systems and appliances to ensure their proper installation, use and maintenance.

(l) *Water Heaters, Hoses and Vents.* The Association may adopt Rules and Regulations requiring the periodic replacements of or specifying the types of water heaters and washing machine hoses and required maintenance of dryer exhaust vents. No exhaust fans shall be vented directly into the attic areas and all such fans must vent directly into the open air and meet all standards required by the City of Portland.

§7.7 Use of Common Elements. Subject to this Declaration, the Bylaws, or the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles.* Only passenger vehicles and trucks with a gross vehicle weight of less than 6,000 pounds may be kept or stored on the Property. Vehicles must be in operable condition and fully licensed and inspected for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat. Parking is further regulated in Section 7.8 below.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, Bylaws, or the Rules and Regulations, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, balconies, patios, steps, signs, canopies, lights, awnings, clotheslines or other structures in the Common Elements, nor (ii) replace exterior windows and doors, nor (iii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iv) materially alter the grading or landscaping, nor (v) do any other thing which affects the appearance from the outside of the buildings. The Board shall have the authority to adopt Rules and Regulations regarding such matters including without limitation water shut offs, heating systems and items placed on the interiors of glass windows and doors that are visible from the Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense, all as may be further governed by the Rules and Regulations..

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as permitted by the Condominium Documents. The Board of Directors may also erect or authorize directional, speed control, safety, anti-solicitation, and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements or another Unit's Limited Common Elements, nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibility.* Neither the Board of Directors, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored on the Common Elements or Limited Common Elements (including vehicles parked on the Common Elements), whether or not exclusive

possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§7.8 Parking. Motor vehicles may be parked only in the designated parking spaces allotted to each Unit, or otherwise in permitted portions of the Common Elements as designated from time to time by the Board of Directors for parking. In any event no more than two (2) vehicles per Unit (including motorcycles) may be kept on the Property, but additional vehicles or vehicles used by guests may remain on the property for seven (7) or fewer nights in any one month period for any one Unit. No parking shall be permitted in areas posted against parking by the Board of Directors, nor shall any person park so as to block access to a parking space allotted to or owned by another Unit Owner or its driveway.

Other than the parking spaces which the Board of Directors may allocate from time to time or are allocated as Limited Common Elements as specified above, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis, except as the Board of Directors may otherwise determine or as otherwise provided in the Condominium Documents.

The exterior parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking or storage of commercial vehicles, trailers, motor homes, vehicles with a gross weight of over 6,000 pounds or boats, except with the prior written approval of the Board of Directors. All vehicles must be in operable condition and fully licensed and insured for operation on public highways. No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, all-terrain vehicles or other similar vehicles, recreational equipment, trailers, or similar items may be kept or parked or stored outdoors on the Property.

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. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicles or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs, other than ordinary light maintenance, are not permitted on the exterior areas of the Property. Unit Owners may be required to move vehicles in order to facilitate snow plowing and maintenance.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate, allocate and restrict parking and the use and storage of motor vehicles generally.

§7.9 Leasing & Renting

(a) No Unit may be leased for transient purposes and no Unit may be leased for a period of less than six (6) months unless the Board of Directors approves a shorter rental period in its discretion if it determines that it is necessary to avoid undue hardship unique to that owner and which could not otherwise be remedied, all subject to periodic review by the Board.

No portion of any Unit (other than the entire Unit) shall be leased for any period.

The maximum number of occupants per Unit, other than short visits to accommodate guests, shall be four (4). In addition, all prospective lessees must submit to a criminal records check initiated by the Association's management company at the expense of the Unit Owner prior to the beginning of the lease period. Except by approval of the Board as described below, no person may lease to a tenant or associated occupant who has a criminal history that includes a sex offence, a felony conviction, or a pattern of violent or drug-related activity within the past ten years.

No unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions, which shall automatically be incorporated into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as "Lease"):

(i) The tenants and all other guests and occupants of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a unit;

(ii) The Unit Owner shall comply at the Owner's expense with all life safety requirements for rental properties, including without limitation the installation and maintenance of functional smoke and carbon monoxide detectors;

(iii) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, guests or other occupants in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner in the event of an uncured default by any tenant, guest or other occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property and without need to give prior notice, may terminate the rights to use of the Common Elements (other than for physical access to the Unit) until all fees and other amounts due to the Association are paid in full; and

(iv) In the event that the payment of Limited Common Expenses, Common Expenses, Assessments, Service Charges and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit Owner shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit Owner must state what amounts, if any, which the Unit Owner admits is owed to the Association.

Every Lease shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into every Lease and the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the management company for the Association.

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

(b) In the event a tenant, guest or other occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Lease and tenancy, then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property.

If such violation(s) is(are) not remedied within said period if applicable, then the Unit Owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, guests or other occupants of the Unit on account of such violation(s). In the event the Unit Owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit Owners and at the Unit Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

§7.10 No Liability of Association The Association shall not be liable for the failure of water supply, sewage disposal and storm water systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the Common Expense or Service Charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements, from within the Unit, or from another Unit or from any roof, wire, pipe, drain, conduit, appliance, fixture or equipment, even if due to the alleged fault or negligence of the Association, provided that this shall not impair the scope of any insurance coverage provided by the Association.

The Association shall not be liable to the Unit Owner for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements even if due to the alleged fault or negligence of the Association.

No reduction, set-off, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 8

EASEMENTS

§8.1 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 or her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of 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 shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§8.2 Access. Subject to the terms of this Declaration, the Bylaws, and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his or her Unit. In the event that a Unit is not in good standing in the payment of all amounts due to the Association and in the performance of other obligations under this Declaration, then the rights to use all or any portion of the Common Elements, including without limitation the Limited Common Element Parking Spaces, may be suspended and services may be withheld in accordance with Rules and Regulations adopted by the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

§8.3 Association Access to Units. Upon such notice as may be reasonable at the time, the Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making 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, 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.

Keys to locked entry doors to every Unit, and any other locked door within the Unit where integral utility or other Common Element or Limited Common Element systems are housed, shall be provided to the Association in order to allow access by the Association and under the direct supervision of the Association's management company as may be authorized by the Board of Directors. If such keys are not provided, the Association and its agents shall have no liability for any damage to doors and/or windows created by gaining entry into a Unit in the event there is a reasonable belief that circumstances exist for which entry is authorized.

§8.4 Encroachments. Each Unit and the Common Elements are 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 encroach 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 in which they are located, other than as a result of the willful 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, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a Building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§8.5 Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit(s):

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, data, cable television, 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.

(ii) 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, however, that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, shall not adversely affect either the thermal, fire safety or acoustical character of the Building or impair or structurally weaken the Building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided, however, that any such action will not unreasonably interfere with the common use of any part of the Common Elements or any other Unit, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 9
RIGHTS OF MORTGAGE LENDERS ON UNITS

§9.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his or her Unit.

§9.2 Identification of Mortgagee. Upon request of the Board of Directors, each Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her Mortgagee(s).

§9.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall, to the extent required under the Condominium Act, take title to the Unit with its appurtenant Allocated Interests, free of any claims

for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued 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 in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§9.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request), if any, of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

i. Default in the payment of Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, Unit boundaries or the subdivision of a Unit;

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

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

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and

x. Such other events specified in the Condominium Act.

§9.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, an Eligible Mortgage Holder who has duly qualified as such by properly registering with the Association in accordance with the Condominium Act and Section 9.4 above shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for Common Expenses, assessment liens for Common Expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than twenty-five percent (25%) over the prior year;

iii. Responsibility for maintenance and repairs;

iv. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

v. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vi. Convertibility of Units into Common Elements or vice versa;

vii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

viii. Hazard insurance or fidelity bond requirements;

ix. Imposition of any further restrictions on the leasing of Units;

x. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xi. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder or by this Declaration or the Bylaws;

xii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;

xiii. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xiv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xv. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

If required by Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs for mortgaged units, amendments of a material adverse nature or a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by fifty-one percent (51%) of the votes of Units that are subject to such mortgages they hold which are qualified as Eligible Mortgage Holders.

Approval shall be presumed when an Eligible Mortgage Holder or other mortgagee is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within sixty (60) calendar days after the notice is received.

§9.6 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 under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§9.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 10
INSURANCE

§10.1 General. The Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available as determined by the Board of Directors. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders, if any. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain such comparable insurance as may be reasonably available. The Board of Directors 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 purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§10.2 Property and Casualty Insurance Coverage, Deductible and Exclusions. The Association shall obtain and maintain in effect a broad "special form" fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, subject to the exclusions and limitations as may be set forth in such policies, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common Elements, the Units, and the fixtures, supplies and common personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, but subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of $10,000 or one (1) percent of the policy's face amount unless approved by a majority vote of the Unit Owners present.

Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall be responsible for the expense of repair of damage to his or her Unit in the amount of the Association's insurance deductible. The Association shall not be responsible for the costs of repair of uninsured damage to the Unit in the amount of the insurance deductible or due to exclusions and limitations in the Association's insurance coverage unless otherwise required by the Condominium Act. The Board of Directors in its discretion may allocate responsibility for the insurance deductible among the Common Elements and Unit(s) in the event that multiple portions of the Condominium Property are affected by an insured casualty. In addition anything to the contrary herein notwithstanding, if the Board of Directors determines that the acts or omissions of the owner or occupant of another Unit is responsible for the damage, then the Board may assess such Unit for the deductible after giving the responsible Unit notice and opportunity to be heard.

Such property and casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning 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 Association or the Unit Owners collectively, nor by any failure of the Association or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Association or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be readily obtained.

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

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 10.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Unit owners or any persons acting under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

Subject to the foregoing, the Association's insurance coverage will include betterments and improvements to a Unit installed after the original construction, but Unit Owners who arrange for the newly installed improvements should report betterments and improvements to the Association so that it may maintain adequate insurance and the Board of Directors may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements. Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining betterments, upgrades and improvements that have not been properly reported

§10.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy maintained by the Association shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his or her Unit; if the Unit Owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit Owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Association's fidelity insurance coverage is at least equal to one hundred percent (100%) of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements and then to the Units forming a part of the Property. If only Units are affected by the insured casualty or if the insurance proceeds are insufficient to cover all damages to the Units, then the available insurance proceeds shall be divided in proportion to the total loss among the affected Units. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§10.4 Liability Insurance. The Board of Directors 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 Board of Directors member, the managing agent, and each Unit Owner 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 the maintenance, ownership or use of the Common Elements, and for 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: (i) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) 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; and (iv) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than two million dollars ($2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§10.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

i. The insurer waives any right to claim by way of subrogation against the Association, the Board of Directors, 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;

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

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

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

v. If at the time of a loss under the Association's 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 except with respect to any applicable deductible or excluded perils and special coverage limitations.

§10.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

(i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;

(ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

(iii) Flood insurance if any or all of the Property is located in a special flood hazard area in an amount equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national flood insurance Administration program. The Board of Directors may elect to purchase additional excess flood insurance coverage;

(iv) A blanket or master policy shall be obtained which includes a maximum deductible of one percent (1.00%) of the policy face amount but not to exceed $10,000 unless approved by the Unit Owners; and

(v) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in amounts as determined by the Board of Directors; and

(vi) Such other insurance as the Board of Directors may determine, or as may be requested by a majority of the Unit Owners or as may be required by Federal National Mortgage Association guidelines or any similar replacement national secondary mortgage market guidelines (including, without limitation, fidelity bond coverage).

§10.7 Memoranda and Cancellation. 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, substantially modify, or refuse to renew such policy or policies until thirty (30) days, and in the case of non-payment ten (10) business days, after notice of the proposed cancellation of 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.

§10.8 Owner's Separate Insurance. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as

established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability; Each Unit Owner should also consider obtaining at his or her own expense coverage for loss of use and/or lost rental income. Provided, however, that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Each Unit Owner shall notify the Board of Directors in writing of all betterments, upgrades, and improvements made by the Unit Owner to his or her 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 Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit.

Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining whether or not the Unit Owner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

ARTICLE 11
DAMAGE OR DESTRUCTION

§11.1 Repair. Any portion of the Property damaged or destroyed by a casualty shall be repaired or replaced promptly by the Association unless:

i. The Condominium is terminated;

ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or Limited Common Element which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by insurance shall be a general Common Expense, provided that the owners of the damaged Unit shall be responsible for the costs of the repair of damage to the Unit not covered by the insurance deductible, prorated among all damaged Units if multiple Units are damaged, or such other amount established by the Rules, and for the cost of damage which is uninsured due to damage from water leaks and seepage originating from within their Unit or due to failure to maintain heat, and also for the costs of repairing damage to betterments, upgrades or other improvements unless insured under the Association's policy. For improvements in the basement or other below grade areas, such improvements are at the sole risk of the Owner; the Association shall have no responsibility for the maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

§11.2 Application of Insurance Proceeds. If the entire Property is not completely repaired or replaced:

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in the Limited Common Elements, shall be distributed to such Unit Owners and their mortgagees; and

iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the Unit Owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

§11.3 Utility Services/Limitation of Liability. Except to the extent otherwise required by law, the Association shall not be liable for the failure of water supply, sewage disposal systems, drainage, electricity, data, telephone, or other services to be obtained by the Association or for injury or damages to persons or property caused by the elements or by the owner of another Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle from another Unit or any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment, even if due to the alleged fault or negligence of the Association, but these provisions shall not limit the liability of another owner or person to the damaged party nor limit the scope of insurance coverage. The Association shall not be liable to the owner of any Unit for loss or damage, by theft or otherwise of property which may be stored upon or in any individual Unit or in any of the Common Elements.

No set-off, diminution or abatement of assessments for Common Expenses, Limited Common Expenses, Special Assessments or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 12
TERMINATION OF CONDOMINIUM

§12.1 Termination. In accordance with the Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Unit Owners to which at least eighty (80) percent in interest of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§12.2 Effect of Termination. Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 13.
EMINENT DOMAIN.

§13.1 Acquisition of Unit(s). If any of the Units are acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the Allocated Interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests; provided however, that each Unit shall continue to have one vote to permit equality among Units.

§13.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Element or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§13.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other

person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 14
AMENDMENTS

§14.1 General. Certain amendments to this Declaration may be unilaterally executed and recorded by the Association as described in Condominium Act 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, and certain amendments to this Declaration may be made by certain Unit Owners under 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) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, this Declaration and the accompanying Plats and the Plans may be amended as follows:

(a) The terms of the following procedures shall apply to an amendment of this Declaration:

(i) *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least twenty (20) percent of the voting interest in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.

(ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders, if any, as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the class of uses to which a Unit may be put without the unanimous consent of the Unit Owners. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

(iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§14.2 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the

Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§14.3 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 15
GENERAL PROVISIONS

§15.1 Enforcement. The failure to comply with the terms of this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under this Declaration, the Bylaws, and the Rules and Regulations, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (d) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding or the successful defense of a lawsuit brought by an owner against the Association, or disputes over the interpretation of the Condominium Documents, the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§15.2 Conflict. If any provision of this Declaration, the Bylaws, or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws, and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§15.3 Severability. The invalidity of any provision 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.

§15.4 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§15.5 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, 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.

§15.6 Gender and Number. 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 genders.

§15.7 Power to Interpret. Any dispute or disagreement with any person with respect to interpretation or application of this Declaration or the Bylaws, or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

ARTICLE 16
NOTICES

§16.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid, or if the Unit Owner consents by electronic mail. Regular monthly common dues statements may be electronically mailed and do not need to be sent by United States mail. If such notification is of a default or lien, then it shall be 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 filed 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.

(b) *Notice 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 be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the Secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS its hand and seal as of October 17, 2017.

CLAIRMONT COURT OWNERS ASSOCIATION

Witness

By: Lynne M Richards, its President

Witness

By: Jennifer Hallett, its Secretary,

STATE OF MAINE
Cumberland ss

October 17, 2017 SEAL

Personally appeared the above-named Lynne M. Richards in his/her said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said corporation, before me,

Name: Pauline Kennister PAULINE W. KENNISTO
Maine Attorney at Law/Notary Public Notary Public, Maine
My Commission Expires: October 30, 2021

STATE OF MAINE
_____, ss

_____, 2017

Personally appeared the above-named _____ in his/her said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said corporation, before me,

Name: _____
Maine Attorney at Law/Notary Public

Exhibit A	Legal Description of Land Phases 1 and 2
Exhibit B	Condominium Plat
Exhibit C	Condominium Floor Plans
Exhibit D	Allocated Interests
Exhibit E	Second Amended and Restated Bylaws

Exhibit A

The Clairmont Court Legal Description

A certain lot or parcel of land, with the buildings and improvements thereon, situated on the northerly side of Ashmont Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northerly side of Ashmont Street at an iron pipe located at the southeasterly corner of premises now or formerly of Beatrice A. Tardiff;

Thence north 12° 23' east along said premises now or formerly of Beatrice Tardiff a distance of ninety-seven and ninety-three hundredths (97.93) feet to an iron pipe and premises now or formerly of Portland Chevrah Kadisha;

Thence south 78° 56' east along said premises now or formerly of Portland Chevrah Kadisha a distance of nine and forty hundredths (9.40) feet to an iron pipe;

Thence north 9° 32' east along premises now or formerly of Portland Chevrah Kadisha a distance of one hundred twenty and fifty hundredths (120.50) feet to an iron pipe and premises now or formerly of J. Eugene Commisky;

Thence north 9° 32' East along said premises now or formerly of J. Eugene Commisky a distance of one hundred five and fifty-six hundredths (105.56) feet to an iron pipe and the southerly side of Coyle Street;

Thence south 80° 28' east along the southerly side of Coyle Street a distance of three hundred twenty-nine and seventy-four hundredths (329.74) feet to premises now or formerly of Ralph L. Allen et al;

Thence south 7° 47' west along premises now or formerly of Ralph L. Allen, et al., a distance of one hundred fifty-two and ninety-six hundredth (152.96) feet to an iron pipe and premises conveyed by The Dartmouth Company to H. Blaine Sanbom, et. al., by deed dated December 23, 1976 and recorded in Cumberland County Registry of Deeds in Book 3956, Page 338;

Thence south 7° 47' west along premises now or formerly of said H. Blaine Sanborn, at al., a distance of twenty-one and sixty-seven hundredths (21.67) feet, more or lone, to other premises of The Dartmouth Company;

Thence north 81° 24' west along said premises of The Dartmouth Company a distance of one hundred twenty-two and fifty hundredths (122.50) feet to premises now or formerly of James Kelley;

Thence north 8° 36' east along premises now or formerly of James Kelley a distance of twenty and five hundredths (20.05) feet to an iron pipe;

Thence north 79° 23' west along premises now or formerly of James Kelley a distance of one hundred sixty-three and twenty-six hundredths (163.26) feet to an iron pipe;

Thence south 10" 37' went along premises now or formerly of James Kelley a distance of one hundred seventy-five (175) feet to an iron pipe and the northerly side of Ashmont Street;

Thence north 79" 23' west along the northerly side of Ashmont Street a distance of twenty-three and seven hundredths (23.07) feet to on angle point;

Thence north 77" 37' west along the northerly side of Ashmont Street a distance of eighty-seven and three hundredths (87.03) feet to the point of beginning.

SUBJECT TO:

A twenty-five (25) foot wide right-of-way lending northerly from Ashmont Street to land now or formerly of Portland Chevrah Kadisha as described in a deed from The Dartmouth Company to Portland Chevrah Kadisha dated May 4, 1981 and recorded in said Registry of Deeds in Book 4777, Page 53;

Easement from Ashco, Inc. to Central Maine Power Company and New England Telephone and Telegraph Company acknowledged September. 29, 1969 and recorded in said Registry of Deeds in Book 3108, Page 64; and

Easement from The Dartmouth Company to Central Maine Power Company and New England Telephone and Telegraph Company dated September 19, 1978 and recorded in said Registry of Deeds in Book 4351, Page 153.

Exhibit B
Allocated Interests

Each of the 25 Units has a four percent (4.0%) undivided interest in the Common Elements and a four percent (4.0%) Common Expense Liability for a total of 100% for all Units.

Each of the 25 Units is allocated one (1) vote in the Association for a total of 25 votes for all Units.

Exhibit C
Plat

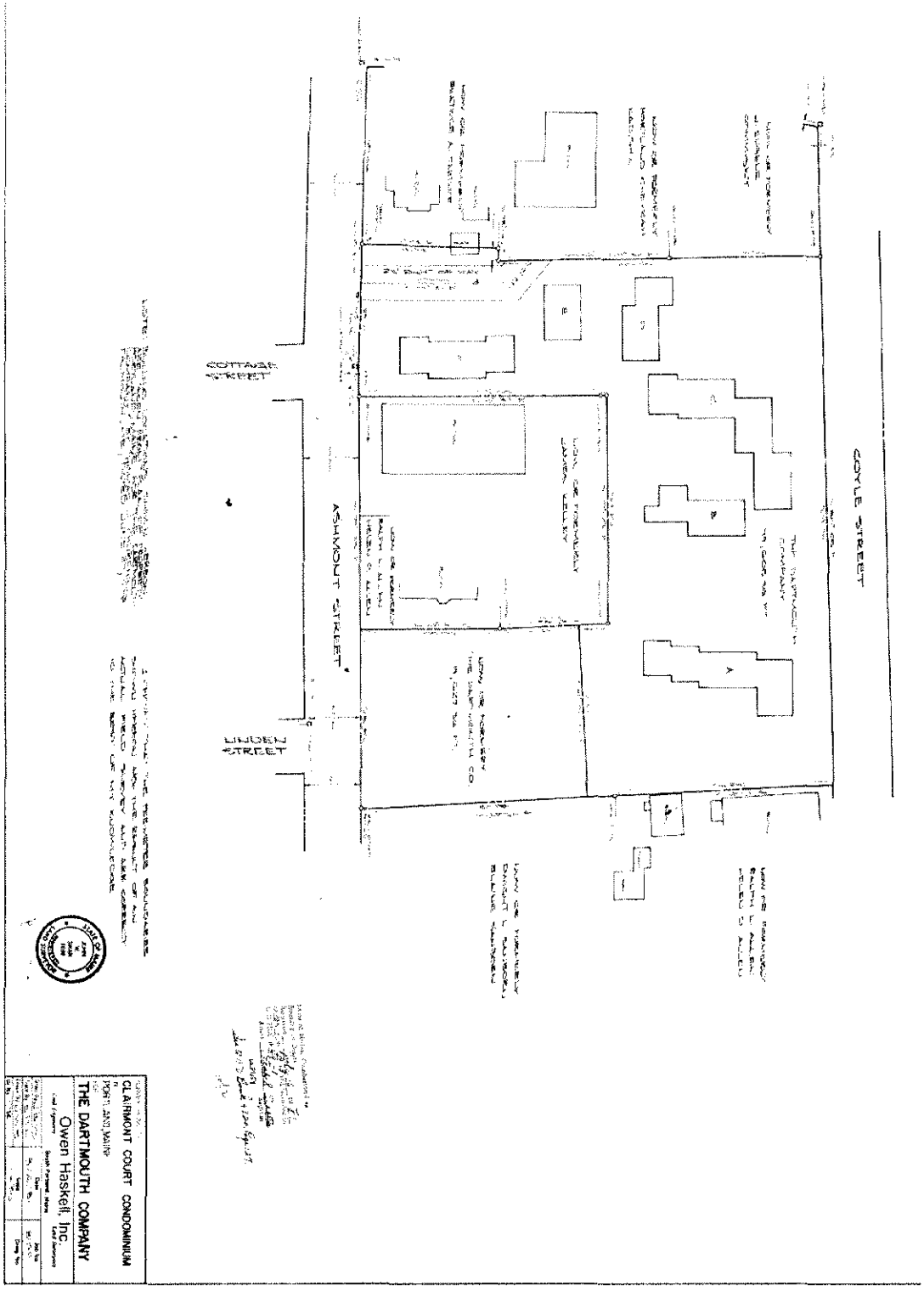


Exhibit D
Plans

