CC&Rs
Pine Point Vista Condominium Owners Association

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BOOK 3548 PAGE 20

18871

DECLARATION OF CONDOMINIUM

of

PINE POINT VISTA CONDOMINIUM
East Grand Avenue
Old Orchard Beach, Maine

Under the

MAINE CONDOMINIUM ACT

PINE POINT VISTA ASSOCIATES
a Maine General Partnership
125 Pleasant Hill Road
Scarborough, Maine,
Declarant

Filed:

York County Registry of Deeds

Book 3548, Page 20 Date June 17, 1985

Rev. 6/3/85

Order: TBG76LNTC
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Order Date: 04-04-2022
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PINE POINT VISTA CONDOMINIUM DECLARATION

ARTICLE I. SUBMISSION; DEFINED TERMS

Section 1.1 Submission of Property. Pine Point Vista Associates, a Maine general partnership of Scarborough, Cumberland County, Maine ("Declarant"), hereby submits the land and easements with all buildings and improvements thereon located within the Town of Old Orchard Beach, York County, Maine, and more particularly described in Exhibit A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended (the "Condominium Act" or the "Act"), and hereby creates the "Pine Point Vista Condominium" (the "Condominium"). The Property is shown on the condominium plats and plans prepared by Gregory K. Johnson, Architect, recorded in ~~File Number 142~~ File Number 142, Pages 2 through 5 of the York County Registry of Deeds, and identified as follows:

a. "Condominium Plat - Pine Point Vista Condominium," Old Orchard Beach, Maine dated May 30, 1984; and

b. "1st Floor Plan - Pine Point Condominium," Old Orchard Beach, Maine, dated May 30, 1984; and

c. "Typical Floor Plan, 2nd - 8th Floor Plan - Pine Point Condominium," Old Orchard Beach, Maine, dated May 30, 1984; and

d. "Elevations - Pine Point Condominium," Old Orchard Beach, Maine, dated May 30, 1984.

Reference is also made to site and subdivision approval granted by the Town of Old Orchard Beach, Maine, on May 22, 1984, and to the approved site and subdivision plan of Pine Point Vista

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Condominiums recorded in the York County Registry of Deeds in File number 142, Page 1.

Section 1.2 Definitions. Terms used herein or in the plats and plans shall have the meanings specified in the Condominium Act except as otherwise defined herein. The unit owners' association shall be known as "Pine Point Vista Condominium Owners Association." "Phase I" refers to the land and units submitted to condominium by this Declaration. "Phase II" pertains to the land and units which may, but need not, be added to the condominium by amendment of the Declaration and the submission of some or all of the additional land described in Exhibit A attached hereto. Unless the context plainly requires otherwise references herein to the condominium, its units, common elements, limited common elements and the like refer to Phase I.

ARTICLE II. BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1 Location and Dimension of Building. The Phase I Condominium will consist of a single, eight-story building with five units on each floor. The total number of units in Phase I of the condominium (maximum and minimum) shall be forty (40) units. Each floor of the building and the roof will be of poured concrete approximately seven and one-half (7½") inches thick. The exterior walls will be constructed of six (6") inch structural steel studs covered on the exterior side with a layer of one-half (½") inch waterproof gypsum sheathing, one (1") inch of rigid insulation and, finally, several layers of finish covering. On the interior side of the exterior walls there will

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Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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be five-eighths (5/8") inch sheetrock. Between the steel studs will be six (6") inches of fiberglass insulation. Party walls between units on the same floor of the building will be constructed of three and five-eighths (3 5/8") inch steel studs covered on one side by two layers of five eighths (5/8") inch sheetrock and on the other by sound deadening channels and one layer of five-eighths (5/8") inch sheetrock. Between the steel studs will be three and five-eighths (3 5/8") inch of fiberglass insulation. All windows are double-glazed thermal glass. The roof will be waterproofed and finished to an average R-30 insulating value.

Two elevators will serve each floor of the building.

All utilities will be underground and furnished to each unit on a separately metered basis except cold water which shall be furnished to the units as a common expense. Utilities to be provided are water, sewer, electricity, telephone and cable television. No gas will be furnished to any unit.

Each unit will have a balcony and at least one parking space as appurtenant limited common elements.

The location and dimensions of the building are depicted on the plats and plans.

Section 2.2 Units. For each Phase I unit the identification number, location, and approximate unit area are shown on the plats and plans of the Property.

Each unit includes the following items:

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Order Date: 04-04-2022
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A. All interior partitions (excepting those portions thereof which are load-bearing), interior doors and the door to the interior common element hallway;

B. Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board and any other materials constituting any part of the finished surfaces thereof);

C. Windows and doors providing access to the common elements including their locks and hardware;

D. Bathroom fixtures and kitchen appliances;

E. The hot water heater and the space heating equipment servicing each unit and the controls appurtenant thereto; and

F. Electrical wiring and equipment from the point where the feed wire enters the unit's circuit breaker distribution box inwards, and portions of water and sewer utility lines serving only that unit and located within its general boundary lines as hereinafter described.

Section 2.3 Allocated Interests.

A. The allocation of common element interest and common expense liability appurtenant to each unit in Phase I, and the formulas to be used to determine these allocations upon the Declaration of Phase II, are set forth in Exhibit B. In Phase I, each unit's percentage of undivided interests in the common elements and in the common expenses of the Association shall be determined on the basis of each unit's approximate square footage

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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as a percentage of the total approximate square footage of all the units in Phase I of the Condominium. If Phase II is declared, each Phase I and Phase II unit's percentage of undivided interests in the common elements and in the common expenses of the Association shall be determined on the basis of each unit's approximate square footage as a percentage of the total approximate square footage of all the units in Phase I and in Phase II of the Condominium.

B. In Phase I each unit shall have one vote in the Association as set forth in Exhibit B. If Phase II is declared each Phase I and Phase II unit shall have one vote in the Association.

Section 2.4 Unit Boundaries. The boundaries of each unit are generally as follows:

A. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The horizontal plane at the lower surface of the concrete slab forming the floor of the unit directly above the unit in question, or, as the case may be, the concrete slab forming the roof of the building.

2. Lower Boundary: The horizontal plane of the upper surface of the concrete floor slab.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the unit are generally the vertical planes at

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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the interior edge of the stud line, which includes the exterior back surfaces of the gypsumboard of all walls bounding the unit, extending to intersections with each other and with the upper and lower boundaries. The vertical boundary lines also specifically include the exterior surface of doors, windows, storm windows, and glass walls, and their frames, hardware, sills and thresholds.

Except as specified in this ARTICLE, all spaces and improvements within a unit's boundaries are a part of that unit. An easement for access to the unit through the common elements in common with other unit owners is appurtenant to each unit.

A unit does not include: the exterior walls, the roof, foundation, land, joists, columns, studs, beams, and rafters; the pipes, wires, conduits, flues, ducts, pipes, or other utility lines running through a unit which serve more than one unit or which serve the common elements or which serve another unit or the life safety systems.

Section 2.5 Relocation of Unit Boundaries and Subdivision of Units. Except as elsewhere herein specifically provided, no relocation of unit boundaries and no subdivision of units shall be permitted. Notwithstanding the foregoing, adjacent units on the same floor in common ownership may combine their units, provided that for all purposes referred to in Section 2.3 herein the combining units shall be considered separate units.

Section 2.6 Use of Units.

All units are restricted to residential use, which shall include temporary or vacation residence and shall not preclude

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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leasing or rental subject, however, to the requirement that no lease or rental shall be for less than thirty (30) days and to additional provisions of the Bylaws and the Rules and Regulations of the Association.

ARTICLE III. COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of all of the property covered by this Declaration, except the individual units as described above and the limited common elements described below, and generally include:

1. The land, with the benefit of and subject to all the accompanying rights and easements described in Exhibit A;

2. The foundations, roof, exterior walls, and all load bearing portions of the buildings;

3. All pipes, wires, electrical and transmission wires and conduits, all portions of the life safety systems, security systems, the elevators, and water and sewer utility lines which serve more than one unit or which serve one unit only but are located outside its boundary line, excepting equipment owned by public utilities; and

4. The swimming pool;

5. 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.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit, to the exclusion of other units, consist of the following:

1. The balcony or balconies adjacent to each unit as shown on the plats and plans.

2. The parking space(s) for each unit are to be designated by Declarant from the common element parking shown on the plat. Pursuant to section 1602-105(a)(7) of the Condominium Act, the Declarant reserves for itself or for the Association the exclusive right to assign these parking areas as limited common areas for the exclusive use of certain unit owners to whose units these areas shall become appurtenant. The Declarant may, without consent or action by the unit owners, assign such a common element as a limited common element for parking pursuant to the provisions of section 1602-108 of the Condominium Act by causing an appropriate amendment to this Declaration or to the plats and plans to be executed and recorded. If, prior to settlement on a unit, a person acquires the right to the assignment of a limited common element, the Declarant shall evidence the right to such an assignment in the deed to the unit to which such limited common element parking area shall appertain. If a unit owner acquires the right to the exclusive use of such a limited common element subsequent to settlement on the unit, the Declarant may, but need not, evidence the unit owner's right to such an assignment in a separate written agreement with the unit owner. After all

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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units have been sold by Declarant, and all development rights terminated, the Association shall have the right to assign any unallocated parking area pursuant to the provisions of section 1602-108 of the Condominium Act.

3. Water, sewer or other utility lines and other fixtures designed to serve a single unit but not a defined part of the unit are limited common elements allocated exclusively to that unit.

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

ARTICLE IV. DECLARANT CONTROL

Section 4.1 Development Rights - Phase I. The Declarant reserves the right:

A. Until the marketing and sale of all units is completed to locate in the common elements and units of the Property, even though not depicted on the survey and floor plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public and private utility lines, wires, pipes, conduits and facilities servicing the Property including, but not limited to, water, electric, telephone, television, fuel, heat, and sewer, provided that no such

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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easement shall be effective until of record and no such easements may be granted through units sold by Declarant to third parties except as is necessary in the construction of Phase II;

B. Until the marketing and sale of all units is completed (and afterwards as is necessary in the construction of Phase II) to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

C. Until the marketing and sale of all units is competed (and afterwards as is necessary in the construction of Phase II) to use the common areas and facilities for ingress and egress, for the construction of units and common areas and facilities including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

D. Until the marketing and sale of all Phase I and II units is completed to operate a single sales, leasing and management office of any size and at any location, permit prospective tenants, purchasers and others to visit that office and use any part of common areas and facilities and use all unsold units for sales, leasing and display purposes, including the right to relocate any such offices and display units;

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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E. To designate members of the Board of Directors of the Association until sixty (60) days after seventy-five percent (75%) or more of the Phase I and Phase II units have been sold but in any event within five (5) years of the first conveyance of a unit;

F. To subdivide any unit owned by Declarant;

G. To redesign parking and to assign exterior parking spaces as limited common elements appurtenant to particular units; and

H. Those rights established under the Act.

Section 4.2 Board of Directors.

A. Subject to the provisions of the Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of three (3) members designated by Declarant.

B. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Phase I and Phase II units, or (ii) five (5) years from the first conveyance of a condominium unit, the unit owners other than the Declarant shall elect a Board of Directors of Seven (7) members.

C. Members of the Board of Directors elected by the unit owners shall serve until the first regular election of the Board of Directors held at the first regular meeting of the Association held in accordance with the Bylaws.

Section 4.3 Development Rights Phase II

A. Reservation of Development Rights to Expand (Phase II). Declarant hereby reserves an option until the fifth anniversary

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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of the recording of this Declaration to add real estate to the Condominium and to build additional condominium units thereon without the consent or joinder of any unit owner or mortgagee. The Declarant reserves the right to add all or portions of the additional land at any time, at different times, in any order, without limitation; provided, however, that the additional land shall not exceed the area depicted on the plat and described in Exhibit A as Phase II land. Declarant does not presently own the additional land depicted as Phase II land in Exhibit A. Declarant's right to exercise its development rights to declare Phase II of the Condominium is conditioned upon Declarant acquiring all or part of the Phase II additional land. This option to expand may be terminated before such fifth anniversary only by Declarant executing and recording an amendment to this Declaration to that effect.

B. Assurances. The Declarant makes no assurances as to location of Phase II improvements on the additional land. If the Condominium is expanded the maximum number of additional units on the additional land shall not exceed forty-seven (47); but in no event shall the maximum number of additional units on additional land exceed the maximum density permitted by the municipal ordinances of Old Orchard Beach. The Declarant makes no assurances as to what improvements may be constructed on the additional land but any additional Phase II units will be similar in design, size and construction to the units constructed in Phase I. The Phase II improvements shall be substantially complete before Phase II is declared and made a part of Phase I.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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The exercise of development rights with respect to only a portion of the additional land does not oblige Declarant to exercise those development rights with respect to the remainder of the additional land.

The Declarant expressly reserves the following rights with respect to the Phase II expansion:

a) To designate common elements therein which may be subsequently assigned as limited common elements.

b) To recompute, reallocate and integrate the Phase I and Phase II percentages of interest in common elements and common expense liability provided such recomputation, reallocation and integration shall be in accordance with the provisions of Section 2.3(A) and (B) and Exhibit B herein.

c) To grant, reserve and make use of all easements necessary for the construction of any Phase II improvements including easements burdening Phase I land improvements and units.

d) To exercise with respect to the additional land, additional units, additional unit owners and additional mortgagees all the rights which the Declarant has in Phase I.

C. Exercise of Development Rights to Expand Condominium. The Declarant may exercise his development right to expand the Condominium as provided above only by preparing, executing and recording an amendment to the Declaration within five (5) years from the date of this Declaration, which, notwithstanding any

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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other provision of this Declaration to the contrary, need only be signed by Declarant. The Declarant shall also prepare and record such plats and plans or such affidavits as may be required by §1602-109(f) of the Condominium Act.

D. No Obligation. The Declarant has no obligation to submit additional land to the Declaration or to create additional units or improvements on the additional land.

Section 4.4 Amendment and Transfer of Development Rights. ARTICLE IV shall not be amended without the consent of the Declarant. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

ARTICLE V. AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 5.1 Amendment of Declaration. Except as otherwise provided herein or in the Act, this Declaration, including the plats and plans, may be amended or modified generally in accordance with the following procedure:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain a statement of the proposed amendment, including the proposed text thereof. Such a statement must be included in the notice of any meeting if a written request therefor is made by the person

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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or persons calling such a meeting or by any two unit owners. Notice shall also be sent to Eligible Mortgage Holders as defined in ARTICLE X.

B. At the meeting the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) of the votes in the Association, and the required number of votes of Eligible Mortgage Holders as required under ARTICLE X.

C. Except as provided herein, or by provisions of the Act, no amendment may create or increase special declarant rights, increase the number of units, or change the boundaries of any unit, the allocated interests of a unit, or the uses to which any unit is restricted without the unanimous consent of the unit owners.

D. An amendment shall be effective when recorded. Copies of the amendment shall be sent to each unit owner and to Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 Consent of Declarant. No amendment shall be made to any Condominium Instrument during the Declarant Control Period without the prior written consent of the Declarant.

Section 5.3 Declarant's Right to Amend. Notwithstanding the foregoing the Declarant shall have the right to prepare, execute and record amendments to the Declaration in the exercise

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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of any development rights or special declarant rights without the consent of unit owners or Eligible Mortgage Holders.

ARTICLE VI. DAMAGE OR DESTRUCTION.

Section 6.1 Repair or Replacement. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Condominium is terminated under ARTICLE VII; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) Eighty percent (80%) in interest of the unit owners vote not to rebuild, including every owner of a unit or limited common area which would not be rebuilt, with the consent of the Eligible Mortgage Holders as provided in ARTICLE X. The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense.

Section 6.2 Application of Insurance Proceeds. If the entire Condominium is not completely repaired or replaced: (i) the insurance proceeds attributable to the damaged units and common elements and facilities shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to the units which are not rebuilt, including without limitation the interest in the common elements and facilities and in limited common elements and facilities, 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

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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owners and their mortgagees in accordance with the 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 VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements and facilities 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 owner's permanent improvements and betterments within the unit, the unit owner shall be responsible for the expense of repair or replacement.

ARTICLE VII. REMOVAL FROM THE CONDOMINIUM ACT.

Section 7.1 Agreement to Terminate Condominium. The submission of the Property to the Condominium Act herein shall not be terminated unless Eighty percent (80%) in voting interest

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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of all of the then unit owners in accordance with the Act and the percentage of the Eligible Mortgage Holders required by Section X shall agree to such revocation or removal of the Property from the provisions of the Act, their agreement to be established by written instrument duly recorded.

Section 7.2 Ownership of Property and Proceeds. 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 Act and subject to the Act with any mortgages or liens affecting a unit to attach in order of priority against the resulting interest. Removal shall not bar the subsequent resubmission of the Property to the Condominium Act.

ARTICLE VIII. EMINENT DOMAIN.

Section 8.1 Acquisition of a Unit. If 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 mortgagee(s), if any, for the unit and its allocated percentage interest in the common elements, whether or not any common elements and facilities are acquired. Upon acquisition of a unit, the unit's allocated percentage 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.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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Section 8.2 Partial Acquisition. 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 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 and facilities are acquired. Upon such acquisition, (i) that unit's allocated percentage interest in common elements and facilities shall be reduced in proportion to the reduction in the square footage of the unit, and (ii) the portion of the allocated percentage interest divested from the partially acquired unit shall automatically be reallocated to that unit and the remaining units in proportion to the respective allocated percentage interests of those units with the partially acquired unit participating in the reallocation on the basis of its reduced allocated percentage interest.

Section 8.3 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 Act, unless the Association rebuilds or acquires comparable areas and facilities. 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

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4 Intervention; Priority. 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 Section or this Declaration, 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 IX. GENERAL ADMINISTRATIVE

Section 9.1 Easement for Access and Support.

A. Each unit includes a perpetual right of ingress and egress.

B. The Association and the managing agent and/or any other person authorized by the Board of Directors shall have the right of access to any unit as provided in the Act and the Bylaws. In case of emergency, such entry may be immediate whether or not the unit owner is present at the time.

C. Each unit and common element shall have an easement for support from every other unit and common element.

Section 9.2 Encroachments. To the extent that any unit or common element encroaches on any other unit or common element as a result of construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements,

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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a valid, perpetual easement for the encroachment and its maintenance exists. This easement shall not relieve a unit owner of liability in case of his willful misconduct.

Section 9.3 Use. Each unit may be used subject to all restrictions contained in the unit deed, this Declaration, the Bylaws of the Association, and the Rules and Regulations of the Association, as amended from time to time. The units are restricted to residential use except that the Declarant may use any unsold units as models or as sales offices; other reasonable temporary nonresidential uses may be permitted in the discretion of the Board of Directors of the Association.

Section 9.4 Pets. The Association shall have the power to regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. In any event all animals shall be restrained so as not to become noisome or offensive to the occupants of any unit; pets shall not be permitted outside of a unit except on a leash attended by a responsible person.

Section 9.5 Maintenance. The Association and the Board of Directors and their designees shall have the right and responsibility to maintain, repair and replace the common and limited common elements and the roof including, without limitation, the life safety systems, utility and service lines and facilities, building exteriors, excluding the windows, doors, and other building components forming a part of the unit. No unit owner shall do any of the foregoing without the prior permission of said Board of Directors in each instance. No unit

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the building. Unit owners shall maintain their units and during the heating season shall maintain a temperature of at least 50°F.

Section 9.6 Rules and Regulations. The Association may adopt reasonable Rules and Regulations, regulating the use and appearance of the common and limited common areas and any portions of the individual units which can be seen from outside the building or from any common or limited common element area.

Section 9.7 Preservation of Property. No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board of Directors of the Association.

Section 9.8 Liability for Damage. Each unit owner shall be liable for the expenses of maintenance, repair or replacement of any damage to the common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any number of such unit owner's family, or such unit owner's guests, customers, licensees, employees, agents, contractors, lessees, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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ARTICLE X. RIGHTS OF MORTGAGEES

Section 10.1 Eligible Mortgage Holders. Any first mortgagee of a unit may file a request identifying itself by name and address as a recorded first mortgage holder on a unit identified by number, owner and owner's address with the Association by United States mail, return receipt requested or by delivery in hand securing a receipt therefor and shall thereby become an "Eligible Mortgage Holder." The Secretary of the Association shall maintain a record of such information. After the filing of the request by the Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders of any one or more of the following events affecting the mortgaged unit(s), if so requested.

A. Default in the payment of monthly common charges, assessments, service charges, or other amounts due the Association which continues for sixty (60) days or as required by the Act;

B. Default or violation of the Condominium documents, or any proceedings by the Association relating thereto;

C. The lapse, cancellation or material modification of any insurance or fidelity bond required to be maintained under the Declaration or Bylaws of the Association;

D. Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage;

E. A change in the management agent or manager employed by the Association;

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Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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F. An amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

G. Termination of the Condominium;

H. Change in a unit's Allocated Interest or voting rights or a change in the boundaries of a unit or a subdivision of a unit;

I. The merger or consolidation of the condominium with another condominium;

J. The conveyance or subjection to a security interest of any portion of the common elements;

K. The use of any hazard insurance proceeds for other than repair or restoration of the Property; and

L. The adoption of any proposed budget by the Association, and the date of the scheduled unit owners' meeting to consider its ratification. A summary of the proposed budget shall accompany the notice.

Section 10.2 Amendments. For a material amendment to the Declaration, but subject in any event to the provisions of the Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least sixty-seven percent (67%) of the votes of units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following is considered material:

A. Voting rights in the Association;

B. Change in percentage liability for common expenses, assessment liens for common expenses (except as

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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incidental to expansion of the Condominium), or the subordination of assessment liens;

C. Reserve for maintenance, repair and replacement of common elements;

D. Responsibility for maintenance and repairs;

E. Reallocation of pro rata interests in the common elements or limited common elements or rights to their use, except as incidental to expansion of the Condominium;

F. Boundaries of any unit;

G. Convertibility of units into common areas or vice versa or any action to abandon, partition, subdivide, encumber, sell or transfer the common elements (except the granting of easements for utilities and other public purposes for the benefit of some or all condominium units);

H. Expansion (beyond the declaration of Phase II) or contraction of the project, or the addition, annexation or withdrawal of property to or from the project (except as necessary in the declaration of Phase I);

I. Insurance or fidelity bonds;

J. Leasing of units;

K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

L. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;

M. Restoration or repair of the project (after

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

N. Any action to terminate the Condominium; or

O. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

If an addition or amendment is not a material amendment, such as the correction of a technical error or the clarification of a statement, approval shall be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Section 10.3 Records. A mortgagee may examine the books, records and accounts of the Association at reasonable times. Any Eligible Mortgage Holder may have an audited statement of the Association's fiscal affairs prepared at his own expense.

Section 10.4 Disposition by Mortgagees. 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 acquired under the procedures set forth above.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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ARTICLE XI. ASSESSMENT FOR COMMON CHARGES AND SERVICE CHARGES.

Section 11.1 Lien. Each unit is subject to a statutory lien in favor of the Association for the unpaid common charges as provided in the Act and also is subject to a lien for service charges and penalties, interest, attorneys' fees and costs of collection as provided in the Act, Declaration and Bylaws. Any common expense benefiting fewer than all the units shall be assessed exclusively against the unit or units benefited in accordance with the relative proportions of their allocated percentage interest in common elements and facilities. Until the Association makes a common expense assessment Declarant shall pay all the common expenses, but Declarant shall have no obligation to establish reserves. After any assessment has been made by the Association, assessments thereafter must be made at least annually, based on a budget adopted at least annually by the Association. After assessments are made each unit owner, including Declarant with respect to units owned by Declarant, shall pay the full amount of such assessments to the Association. Declarant shall be entitled to receive from the purchaser of each unit at closing reimbursement of the amount of that unit's percentage of interest in Association funds as of the date of closing.

Section 11.2 Service Charges. The Association shall have the express power to separately charge a unit and the owner thereof for services rendered to that unit. Such charges shall be a lien on the unit with the same status as a lien for common

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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expense assessments under 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:

A. If a unit owner, members of his family, guests or tenants requests the Association to perform repair and maintenance work on his unit or damages the common elements 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.

B. Fees, if any, which may be established by the Board of Directors for the use and maintenance of swimming pool, water, sewer, heat and/or other utility services.

C. Insurance premiums on permanent improvements to units installed by unit owners and insured by the request of the unit owner with the Association's hazard insurance carrier.

D. Charges for management provided to units by the Association, its agents or designees, and rental fees for the leasing or renting units arranged by the Association, its agents and licensees.

Section 11.3 Liability. In a voluntary conveyance, the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid common charges, assessments, service charges, interest and costs of collection up to the time of the grant or conveyance, although the grantee shall not be prevented from exercising any right to recover from the grantor the amounts

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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paid for those assessments, common charges, etc. A grantee or proposed purchaser under a purchase and sale contract for a unit may obtain, upon request and the payment of such fee as may be established from time to time by the Board of Directors, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the unit as of the date of grant or conveyance and such other items required by the Act. 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 except interest and costs of collection accrued thereafter.

Notwithstanding the foregoing or any other provision of this Declaration, any first mortgagee of a unit obtaining title to the unit pursuant to foreclosure or the remedies provided in the mortgage shall not be liable for the unit's unpaid common element assessment or special assessment accrued before title is so acquired.

Section 11.4 Violations. Any unit owner in default in the payment of any amount due the Association or in 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 to cure by the Association to the unit owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common elements not essential to access to the unit, in addition to all other remedies available to the Board of Directors.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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ARTICLE XII. MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Every owner shall perform promptly all maintenance and repair work within his own unit which if omitted would affect the Condominium in its entirety, the common elements, or other unit(s), and he shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or manager shall have the right but not the obligation to enter the unit and perform such maintenance or repair in the name of the owner; the Association, after notice to the owner and opportunity to be heard before the Board of Directors, shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment.

B. All the repairs to the heating equipment, water heater, bathroom fixtures, appliances, window glass, doors, and installations of the unit, if any, including without limitation carpeting, finish flooring, utility lines, light, power, sewage, telephones, and all other accessories considered a part of the unit shall be maintained at the owner's expense.

Section 12.2 Damage. The responsible owner shall promptly pay the Association as a service charge for any expenditures incurred in repairing or replacing any common elements damaged

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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through his negligence, misuse or neglect, or that of his family, guests, lessees, tenants or their pets.

ARTICLE XIII. ASSOCIATION

Section 13.1 Owners Association and Bylaws. Each unit owner and/or owners shall be a member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine and to be known as the "Pine Point Vista Condominium Owners Association." Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. A mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure.

ARTICLE XIV. MISCELLANEOUS

Section 14.1 Interpretation. In the event of any conflict or discrepancy between this Declaration and the plats and plans, this Declaration shall govern.

Section 14.2 Conflict. If any provision of this Declaration, the Bylaws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations, and the application of any such

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
Document not for resale
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provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 14.3 General Provisions.

1. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

2. 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.

3. 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.

Section 14.4 Interpretation. Any dispute or disagreement between unit owners with respect to the interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Section 14.5 Invalidity. In any term, covenant, provision or phrase or other element of this Declaration, the Bylaws, any deed to a unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Section 14.6 Lease and Rentals. The Bylaws may provide for the regulation of leasing and rental of units provided, however, no lease or rental shall be for less than thirty (30) days.

Section 14.7 Arbitration. In any dispute between one or more unit owners and the Declarant regarding the common elements, the Board of Directors shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon.

Notice of demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

ARTICLE XV. NOTICES

Section 15.1 Any notice required or given pursuant to this Declaration to the Board of Directors of the Association or to any unit owner may deliver to any Director or such unit owner either in person or by delivering it to his unit by mail or by hand, or as otherwise permitted by the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by John M. Kerry, Santo A. Cimino and John P. Cimino, its Partners, this 5th day of June, 1985.

PINE POINT VISTA ASSOCIATES

Katherine S. Chapman

By: _____
John M. Kerry
Its General Partner

Carol G. Ware

By: _____
Santo A. Cimino
Its General Partner

Carol G. Ware

By: _____
John P. Cimino
Its General Partner

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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STATE OF MAINE
CUMBERLAND, SS.

June 7, 1985

Personally appeared before me the above named John M. Kerry, General Partner of Pine Point Vista Associates, and acknowledged the foregoing Declaration to be his free act and deed and the free act and deed of Pine Point Vista Associates.

Katherine S. Chapman
Notary Public

KATHERINE S. CHAPMAN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 27, 1987

(Type Name)

STATE OF MAINE
CUMBERLAND, SS.

June 5, 1985

Personally appeared before me the above named Santo A. Cimino and John P. Cimino, General Partners of Pine Point Vista Associates, and acknowledged the foregoing Declaration to be their free act and deed and the free act and deed of Pine Point Vista Associates.

Carol G. Warren
~~Notary Public~~/Attorney at Law

Carol G. Warren
(Type Name)

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Exhibit A

PINE POINT VISTA CONDOMINIUM DECLARATION

PHASE I

The property to be submitted to the Condominium in Phase I is more particularly described as follows:

Certain lots of land with the buildings thereon situated at Old Orchard Beach, in the County of York and State of Maine, bounded and described as follows: Lots numbered thirty-three (33), thirty-four (34), thirty-nine (39), forty (40), forty-one (41), forty-two (42), forty-three (43), forty-four (44), and forty-five (45), as delineated on a plan of Grand Beach Extension made by Charles A. L. King, C. E., and recorded in York County Registry of Deeds, Plan Book 9, Page 70, which lots were conveyed to Robert P. Hazzard by instruments as follows:

Lots numbered thirty-three (33), thirty-four (34) and forty-five (45) by deed of J. H. Hamlen & Son, recorded in said Registry, Book 774, Page 431.

Lots numbered forty-three (43) and forty-four (44) by Deed of William W. Bustard dated August 15, 1928, recorded in said Registry, Book 788, Page 133 and by Quit-claim Deed of Ethel C. Bustard dated August 22, 1928, recorded in said Registry, Book 781, Page 167.

Lot number forty-one (41) and part of lot numbered forty (40) by Warranty Deed of J. H. Hamlen & Son, dated October 30, 1928, recorded in said Registry, Book 788, Page 364.

Lot numbered forty-two (42) by Warranty Deed of William J. Warrell, dated October 17, 1928, recorded in said Registry, Book 788, Page 365.

Lot numbered thirty-nine (39) and part of lot numbered forty (40) by Warranty Deed of J. H. Hamlen & Son, dated June 9, 1938, recorded in said Registry, Book 916, Page 384.

Also, all the right, title and interest in Hampden Avenue, as shown on said Plan of Grand Beach Extension, and all the right, title and interest in and to the beach lying southeasterly of said Hampden Avenue between high and low water marks. Being the same conveyed by J. H. Hamlen & Son to Robert P. Hazzard by deed dated October 30, 1928, recorded in said Registry, Book 781, Page 209.

The property is subject to whatever rights others may have to use Hampden Avenue for access to the beach.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Being the same as described in Warranty Deed from John M. Kerry, et al. to Pine Point Vista Associates, recorded in York County Registry of Deeds in Book 3328, Page 177.

Being the same premises delineated as Phase I on Condominium Plat dated May 30, 1984 and recorded at York County Registry of Deeds, Plan Book _____, Page _____.

PHASE II

The additional land which may in whole or in part be submitted to the Condominium in Phase II is more particularly described as follows:

Certain lots of land with the buildings thereon situated in Old Orchard Beach, in the County of York and State of Maine, bounded and described as follows:

Lots numbered thirty-one (31), thirty-two (32), thirty-five (35), thirty-six (36), thirty-seven (37) and thirty-eight (38) as delineated on a plan of Grand Beach Extension made by Charles A. L. King, C. E., and recorded in the York County Registry of Deeds in Plan Book 9, Page 70.

Being the same premises depicted as Parcel A of Phase II as shown on the Condominium Plat.

Also, such right, title and interest as Declarant may acquire in Parcher Avenue, as shown on said plan of Grand Beach Extension, and all the right, title and interest in and to the beach lying southeasterly of said Parcher Avenue between high and low water marks.

The property is subject to whatever rights others may have to use Parcher Avenue for access to the beach.

Also another certain lot or parcel of land with any buildings thereon situated in Old Orchard Beach, York County, Maine, bounded and described as follows:

Beginning at that point on the northerly sideline of East Grand Avenue where the extension of the northeasterly sideline of the Phase I land described above intersects said northerly sideline of East Grand Avenue;

Thence northeasterly along said sideline of East Grand Avenue a distance of Two Hundred Feet (200') to a point;

Thence westerly at a right angle from said sideline of East Grand Avenue a distance of Two Hundred Feet (200') to a point;

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Thence southerly in a line parallel to (or equidistant from) and Two Hundred Feet (200') away from said northerly sideline of East Grand Avenue a distance of Six Hundred Twenty-Five Feet (625') to a point;

Thence southeasterly along the line perpendicular to said East Grand Avenue which intersects the point described immediately above a distance of Two Hundred Feet (200') to a point on said northerly sideline of East Grand Avenue;

Thence easterly along the said northerly sideline of East Grand Avenue Four Hundred Twenty-Five Feet (425') to the point of beginning.

Being the same premises depicted as Parcel B of Phase II as shown on the Condominium Plat.

NOTE: Declarant does not presently own the Phase II land described above.

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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EXHIBIT B

Pine Point Vista Condominium

Unit Identification Number	Vote in Owners' Association	Interest in Common Elements and Common Expense Liability
1-A	1	2.28%
1-B	1	2.38%
1-C	1	2.38%
1-D	1	1.96%
1-E	1	2.39%
2-A	1	2.28%
2-B	1	2.38%
2-C	1	3.31%
2-D	1	2.07%
2-E	1	2.61%
3-A	1	2.28%
3-B	1	2.38%
3-C	1	3.31%
3-D	1	2.07%
3-E	1	2.61%
4-A	1	2.28%
4-B	1	2.38%
4-C	1	3.31%
4-D	1	2.07%
4-E	1	2.62%
5-A	1	2.28%
5-B	1	2.38%
5-C	1	3.31%
5-D	1	2.07%
5-E	1	2.62%
6-A	1	2.28%
6-B	1	2.38%
6-C	1	3.31%
6-D	1	2.07%
6-E	1	2.62%
7-A	1	2.28%
7-B	1	2.38%
7-C	1	3.31%
7-D	1	2.07%
7-E	1	2.62%
8-A	1	2.28%
8-B	1	2.38%
8-C	1	3.32%
8-D	1	2.07%
8-E	1	2.62%
TOTALS	40	100%

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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Formulas Used to Determine Interest In Common Elements and Common Expense Liability

In Phase I, each unit's percentage of undivided interests in the common elements and in the common expenses of the Association shall be determined on the basis of each unit's approximate square footage* as a percentage of the total approximate square footage of all the units in Phase I of the Condominium.

If Phase II is declared, each Phase I and Phase II unit's percentage of undivided interests in the common elements and in the common expenses of the Association shall be determined on the basis of each unit's approximate square footage as a percentage of the total approximate square footage of all the units in Phase I and in Phase II of the Condominium.

*Square footage is based on dimensions rounded to the nearest whole inch.

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AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PINE POINT VISTA CONDOMINIUM
East Grand Avenue
Old Orchard Beach, Maine

Pursuant to 33 M.R.S.A. §1602-108(c), and Article III Section 3.1-B-2 of the Declaration of Condominium of Pine Point Vista Condominium dated June 17, 1985 and recorded in the York County Registry of Deeds Book 3548 Page 20, said Declaration is hereby amended to allocate as limited common elements certain parking spaces shown on the condominium plat prepared by Gregory K. Johnson and filed in said Registry of Deeds in File Number 142 as follows:

UNIT #	PARKING SPACE #
1-A	52
1-B	55
1-C	26
1-D	46
1-E	63
2-A	64
2-B	72
2-C	70
2-D	66
2-E	80
3-A	22
3-B	67
3-C	65
3-D	12
3-E	14

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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UNIT #	PARKING SPACE #
4-A	38
4-B	47
4-C	50
4-D	30
4-E	16
5-A	53
5-B	20
5-C	49
5-D	45
5-E	79
6-A	51
6-B	56
6-C	36
6-D	68
6-E	28
7-A	54
7-B	69
7-C	34
7-D	77
7-E	71
8-A	48
8-B	78
8-C	24
8-D	18
8-E	32

Order: TBG76LNTC
Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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All other parking spaces shall be common elements.

DATED: November 12, 1985

PINE POINT VISTA ASSOCIATES
A General Partnership

John M. Kerry, General Partner

John Cimino, General Partner

Santo A. Cimino, General Partner

STATE OF MAINE
CUMBERLAND, SS. November 12, 1985

Personally appeared before me the above named John M Kerry, General Partner of the Pine Point Vista Associates, and made oath that the foregoing instrument is his free act and deed in said capacity.

MY COMMISSION EXPIRES
APRIL 6, 1992

Printed name: Paul E. Kerry
Notary Public

11-12-85

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Order Date: 04-04-2022
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Bk 16159 Pg 241 - 244
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09/06/2011 1:51PM
Debra L. Anderson
Register of Deeds

PINE POINT VISTA CONDOMINIUM

AMENDMENTS TO THE DECLARATION

Old Orchard Beach, Maine

The undersigned hereby certify that the attached Amendments to the Declaration of the Pine Point Vista Condominium Association located in Old Orchard Beach, Maine, formed under a Declaration of Condominium dated June 5, 1985 and recorded in the York Registry of Deeds in Book 3548, Page 20, set forth on the attached Exhibit A were duly adopted on August 20, 2011 at duly called meetings of the unit owners at which 67 % or more of the members voted in favor of the Declaration amendments attached hereto.

Dated as of August 24, 2011.

PINE POINT VISTA CONDOMINIUM ASSOCIATION

By: Peter H. Russell
Peter H. Russell, President

By: Nadine Russell
Nadine Russell, Secretary

State of Maine
County of York, ss

8/24, 2011

Then personally appeared before me the above named Peter Russell in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

Beth Gilman
Notary Public/Attorney at Law
Name: Beth Gilman

Amend Declar Pine Point Vista - Rentals 2011
8/22/2011 2:25 PM

Beth Gilman
Notary Public
State Of Maine
Exp. Date 4/18/2017

SEAL

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Order Date: 04-04-2022
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EXHIBIT A

VOTED: To Amend and Restate Section 14.6 of the Pine Point Vista Condominium Declaration as follows, which shall consolidate the leasing provisions of the Declaration:

Section 14.6 Leases and Rentals.

A. No unit may be leased for transient purposes and no unit may be leased for a period of less than thirty (30) days. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Owner shall rent or lease a Unit other than in accordance with the following procedures and a written form of lease which complies with the following provisions:

(i) Prior to the commencement of occupancy, the Owner must follow such procedures as may be established under Rules and Regulations as now adopted and any reasonable amendments thereto hereafter adopted by the Board of Directors;

(ii) A tenant and all other occupants of a Unit must comply with this Declaration, the Bylaws, and the Rules and Regulations, and a failure to comply constitutes a default under the lease and occupancy rights;

(iii) The Board of Directors has the power to terminate a lease or to bring summary proceedings to evict the tenant or any other occupant of the Unit in the name of the Owner upon reasonable prior written notice to the Owner in the event of a default by the lessee or other occupant in the performance of the lease or compliance with this Section and the Rules and Regulations which remains uncured; and

(iv) In the event that the payment of Common Charges, Assessments, Service Charges, and/or other amounts due to the Association becomes more than 30 days past due, the Association may require the Tenant or occupant to pay the rent on the Unit directly to the Association in an amount of up to the balance of current and delinquent Common Charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant or occupant shall be conclusive and binding on the Tenant or occupant as to the Tenant's or occupant's obligation to pay the rent directly to the Association and as to the amount of Common Charges and other fees due. The Owner shall have ten days after such notice is sent to file any 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 Owner must state what amounts, if any, which the Owner admits is owed to the Association. The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

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

The Rules and Regulations adopted by the Board may include with out limitation, requirements for the payments of administrative fees, required background checks, and the submission of business licenses. Each Owner shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof and contact information and vehicle identification for the tenant to the Board of Directors. The vehicles of tenants and other occupants of Units which do not comply with the foregoing may be towed.

B. In the event a guest or tenant or occupant of a Unit fails to comply with the provisions of this Declaration, the Amended and Restated Bylaws, the Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within three (3) business days or such other reasonable time after such notice as determined in the judgment of the Board of Directors or its agent.

If such violation(s) is(are) not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant, guest or occupant on account of such violation(s). In the event the Owner fails to so act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Owners and at the Owner's sole cost and expense, including all legal fees 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 is entitled to enforce collection of fees, Service Charges and Common Expenses and all other amounts due to the Association.

C. The provisions of this Section shall control over any inconsistent provisions of the Declaration and Bylaws.

VOTED: To Amend and Restate Section 11.1 of the Pine Point Vista Condominium Declaration as follows:

Section 11.1 Lien and Enforcement.

A. Liability and Lien. All amounts levied against each Unit for Common Charges, Limited Common Charges, Service Charges, fees, administrative fees and other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Condominium Act, together with all interest and late charges, all legal expenses and other costs of collection, enforcement and foreclosure of the foregoing documents and the Condominium Act, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall be a personal liability of the Owners of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association. Recording of the Declaration constitutes record notice and perfection of the foregoing lien. 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

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Address: 205 E Grand Ave Apt 5C
Order Date: 04-04-2022
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recorded notice is not necessary to establish or perfect the lien. Such lien is prior to all other liens and encumbrances on a Unit except (a) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (b) statutory priority liens for real estate taxes and other governmental assessments or charges against the Units.

B. Interest, Late Fees and Costs. If any Owner shall fail or refuse to pay to the Association when due his share of the Common Charges, Limited Common Charges and Services Charges, fees, administrative fees, fines, penalties or any of the foregoing legal fees and other costs of collection, enforcement and foreclosure thereof, 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 Owner.

Unless otherwise amended by the Rules and Regulations, a late charge established by the Board shall apply when any payment due to the Association is more than 10 days past due. If such late charges and other amounts 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. Enforcement. If such payments are not received within sixty (60) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided by the 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, and the Association may prohibit the use of Common Elements as set forth in Section 11.4, excepting only a right of access to the Unit. The delinquent Owner shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure.

D. Foreclosure. The lien 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 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.

In any action to foreclose the lien against the Unit pursuant to this Declaration, the Bylaws, and the Rules and Regulations, 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 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.

4 pgs > Jensen Baird Gardner Henry
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Portland, ME 04112

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PINE POINT VISTA CONDOMINIUM

AMENDMENT TO THE DECLARATION

Old Orchard Beach, Maine

Pursuant to Section 1602-108 of the Maine Condominium Act, the undersigned hereby certify that the attached Amendment to the Declaration of the Pine Pint Vista Condominium Association located in Old Orchard Beach, Maine, formed under a Declaration of Condominium dated June 5, 1985 and recorded in the York Registry of Deeds in Book 3548, page 20, set forth on the attached Exhibit A was duly adopted on May 13, 2014 at a duly called meeting of the Board of Directors at which there was no determination that the Amendment was unreasonable. Upon the execution of this Amendment by the affected unit owners the Amendment shall be recorded in the names of the parties and the Condominium in the York County Registry of Deeds.

Dated as of 5.13, 2014.

BK 16820 PGS 501 - 503
INSTR # 2014017509
RECEIVED YORK SS
05/16/2014 12:51:36 PM
DEBRA ANDERSON
REGISTER OF DEEDS

PINE POINT VISTA CONDOMINIUM ASSOCIATION

By: _____
Michael V Crowley, President

By: _____
NADINE N. Russell, Secretary

State of Maine
County of York, ss.

5.13, 2014

Then personally appeared before me the above named Michael Crowley and NADINE Russell in their said capacity and acknowledged the foregoing to be their free act and deed and the free act and deed of said association.

Before me,

_____
Notary Public/Attorney-at-Law
Name: Deborah m Komich

Seal

DEBORAH M. KOMICH
Notary Public, Maine
My Commission Expires May 12, 2017

3 pg → Taylor, McCormack, + Frame
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Portland, ME. 04101

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Dated as of 5.13, 2014

Daniel J. McGarvey, Unit 3-D and 3-C Owner

Jeanne A. McGarvey, Unit 3-D and 3-C Owner

State of Maine
County of Cumberland, ss. 5.13, 2014

Then personally appeared before me the above named Daniel J. McGarvey and Jeanne A. McGarvey and acknowledged the foregoing to be their free act and deed.

Before me,

Notary Public/Attorney-at-Law
Name: Deborah M Komich

DEBORAH M. KOMICH
Notary Public, Maine
My Commission Expires May 12, 2017

Seal

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Order Date: 04-04-2022
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EXHIBIT A

VOTED: To Amend the allocation of parking spaces as provided in the Amendment to Declaration of Condominium of Pine Point Vista Condominium and recorded in the York County Registry of Deeds in Book 3691, Page 12. Said Amendment to Declaration is hereby amended to re-allocate as limited common elements certain parking spaces shown on the condominium plat prepared by Gregory K. Johnson and filed in said Registry of Deeds in File Number 142 as follows:

Unit #	Parking Space #
3-C	12
3-D	65

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Order Date: 04-04-2022
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