

PUBLIC OFFERING STATEMENT

WINDHAM WAY CONDOMINIUM

10, 12, 14 AND 16 STILLWATER DRIVE, WINDHAM, MAINE

LOCATED AT "THE RESIDENCES AT WINDHAM VILLAGE" PART OF THE
WINDHAM VILLAGE MASTER CONDOMINIUM

Name of Condominium:	Windham Way Condominium
Address of Condominium:	10, 12, 14 and 16 Stillwater Drive, Windham, Maine
Name of Declarant: Principal Address	Windham Village Apartments LLC doing business as Windham Village Condominiums LLC 175 Innovation Way Scarborough, Maine 04074

UNLESS A PURCHASER HAS RECEIVED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A CONDOMINIUM UNIT, A PURCHASER MAY CANCEL ANY CONTRACT FOR PURCHASE OF THE UNIT FROM DECLARANT PRIOR TO THE CONVEYANCE OF THE UNIT.

IF PURCHASER ACCEPTS THE CONVEYANCE OF THE UNIT BEFORE RECEIVING THIS STATEMENT, SHE/HE MAY NOT CANCEL THE CONTRACT.

Effective date of this Public Offering Statement: June 25, 2026.

RECEIPT ACKNOWLEDGED

_____, Prospective Buyer

_____, Prospective Buyer

_____, Date Received

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ILLUSTRATIVE BUILDING PLANS



WINDHAM WAY CONDOMINIUM
10, 12, 14, AND 16 STILLWATER DRIVE, WINDHAM, MAINE

I. DESCRIPTION OF THE CONDOMINIUM

A. Overview.

1. Public Offering Statement. This public offering statement is provided by Windham Village Apartments LLC, doing business as Windham Village Condominiums LLC (the "Declarant") to purchasers of Units in Windham Way Condominium (the "Condominium") located at 10, 12, 14, and 16 Stillwater Drive, which connects to Manchester Drive, and a private access easement which connects to Tandberg Trail (Route 302) in the Town of Windham, Maine.

This public offering statement is intended to provide a general overview and summary of the terms of the Condominium. The various exhibits to this Public Offering Statement contain the full text and detail of the controlling legal documents, and purchasers are strongly encouraged to review all exhibits in order to obtain a full understanding of the detailed structure of the Condominium. Since this is only a summary, the full text of the legal documents will control in the event of any omission or conflicts.

2. Overall Condominium Structure. The Condominium project will be constructed and legally declared in stages. Once fully constructed and legally declared, the Condominium will consist of forty-eight (48) residential condominium units (individually, a "Unit" and collectively, the "Units"), which Units are identified as Units 1125, 1126, 1127, 1128, 2129, 2130, 2131, 2132, 3133, 3134, 3135 and 3136 in Building 11 (a/k/a 10 Stillwater Drive), Units 1137, 1138, 1139, 1140, 2141, 2142, 2143, 2144, 3145, 3146, 3147 and 3148 in Building 12 (a/k/a 12 Stillwater Drive), Units 1149, 1150, 1151, 1152, 2153, 2154, 2155, 2156, 3157, 3158, 3159 and 3160 in Building 13 (a/k/a 14 Stillwater Drive), and Units 1161, 1162, 1163, 1164, 2165, 2166, 2167, 2168, 3169, 3170, 3171 and 3172 in Building 14 (a/k/a 16 Stillwater Drive), together with associated Limited Common Elements. The Declarant is currently constructing each of the Buildings, with estimated dates of completion being October 31, 2026 for Building 11, November 30, 2026 for Building 12, December 31, 2026 for Building 13, and January 31, 2027 for Building 14. The Declarant anticipates that each Building, and the Units within each Building, will be legally declared as they are completed, in stages – with Building 11 being declared first.

Units generally consist of the areas within the interiors of the Buildings. The Building exteriors, structural components and the land are part of the common areas.

As further set for the Limited Warranty Certificate which is a part of this Public Offering Statement, the Declarant is responsible for constructing the Units, Building exteriors, infrastructure, sidewalks, utility, and drainage improvements in a good and workmanlike manner in compliance with the building code and in accordance with the plans approved by the Town of Windham's Planning Board. The Condominium will be connected to public water and sewer.

The proposed location of the Units, and improvements are shown on the Condominium

plat (survey). Existing and/or contemplated land uses in the immediate vicinity of the Condominium include:

(a) a fifty-two (52) residential apartment units situated at 1, 3 and 5 Waban Pearl Drive, and 2 Stillwater Drive located in three (3) twelve (12) unit buildings, and one (1) sixteen (16) unit building with community center, and one hundred two (102) surface parking spaces, which apartment complex is “Unit 2” of the Windham Village Master Condominium, and is currently under construction; and

(b) a seventy-two (72) residential apartment complex situated at 4 and 6 Waban Pearl Drive, and 3, 5, 7 and 9 Stillwater Drive located in six (6) twelve (12) unit buildings, one hundred forty-three (143) surface parking spaces, which apartment complex is “Unit 3” of the Windham Village Master Condominium, which is not yet under construction; and

(c) Shaw’s Plaza, which contains the following commercial businesses: Shaw’s, Staples, Pet Supplies Plus, CVS/Pharmacy, Great Clips, and Gracie Gym

(d) other nearby commercial uses, including among others, WalMart, Lowes, M&T Bank, and McDonald’s.

4. Condominium Project. The Declarant will initially physically construct and legally create forty-eight (48) Units, with twelve (12) Units located in each of in Building 11 (a/k/a 10 Stillwater Drive), Building 12 (a/k/a 12 Stillwater Drive), Building 13 (a/k/a 14 Stillwater Drive), and Building 14 (a/k/a 16 Stillwater Drive), and one hundred four (104) surface parking spaces, which will be Common Elements, as well as other Common Elements such as an outdoor amenity area, landscaping and drive aisles; provided, that the Declarant may construct each Building in phases which are completed in stages.

The Condominium is part of a larger “master condominium” known as “Windham Village Master Condominium,” (and sometimes referred to unofficially as “The Residences at Windham Village”) which is more particularly governed by the Declaration of Condominium, Windham Village Master Condominium, Windham, Maine, dated March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42105, Page 263 (the “Master Declaration”), the Bylaws of the Windham Village Condominium Association, and the Condominium Plat, Windham Village Master Condominium, 770 Roosevelt Trail, Windham, Maine” prepared by Gorrill Palmer, dated Mar, 2026, revised through March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Page 94 (the “Master Condominium Plat”)

One or more of the Units may be used as a model Unit for inspection by buyers and a sales office.

Land use approvals have been obtained from the Town of Windham and the Maine Department of Environmental Protection to construct the Units, Buildings, Common Elements and Limited Common Elements, sewer, water, and drainage infrastructure improvements.

The Declarant is exploring the possibility of a paid membership program with the owner of the 52-unit residential apartment complex for use of the community center. As the Declarant compiles more information (including pricing) of such membership program, it will be disseminated to the owners of units within the Condominium.

5. Governmental Restrictions and Easements. The Condominium site is zoned “Commercial District I (C-1)” by the Town of Windham which permits multifamily developments such as the proposed condominium.

Unit owners are required to comply with and conform to all (i) applicable laws and regulations of the State of Maine, Department of Environmental Protection Site Location of Development Act Order #L-4332-87-I-A, dated May 30, 2024, including Standard Conditions of Approval (defined therein), and (ii) all ordinances, rules and regulations of the Town of Windham, and the terms of the Town’s Planning Board, dated February 14, 2024, and dated July 2, 2024, as amended February 5, 2025, September 18, 2025, and October 28, 2025, as evidenced by the Notices of Decision attached hereto, respectively, copies of which are attached hereto. The violating 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.

The proposed locations of the Units and improvements are shown in the Condominium plat (survey). Depending on sales, the types and locations of Units may be changed with the approval of the Town. Portions of the property may be designated as buffer areas which may not be disturbed or are subject to limited disturbance.

The Declarant intends to grant the Town of Windham, and utility providers, utility and other easements, and may grant other easements to third-party utility providers, as well as governmental and quasi-governmental entities.

B. Condominium Declaration.

1. Declaration. The Declaration of Condominium is the central legal document which creates the Condominium. A copy of the proposed Declaration is included as a part of this Public Offering Statement, and it will become effective when recorded in the Cumberland County Registry of Deeds which the Declarant anticipates will occur shortly before the closing of the sale of the first Unit. The Declaration establishes the boundaries of the Condominium as a whole, the boundaries and Allocated Interests of each Unit, the special property rights within the Condominium such as Limited Common Elements, easements, and the restrictions on the Units.

Generally amendments to the Declaration may be made by a vote of 67% in interest of the Unit owners (or such lesser percentage as set forth in §1602-117 of the Maine Condominium Act, as may be amended), however 100% approval is required to change the Unit boundaries and the restriction to residential uses. Certain amendments require the approval of the Declarant or lenders holding or insuring mortgages on the Condominium Units. The Declarant holds various easements permitting the construction and marketing of Units.

2. Use Restrictions. All of the Units in the Condominium are restricted to residential

use. An occupant of a Unit may conduct business activities within the confines of a Unit so long as no signs are displayed and the Unit is not used for meeting with customers or third parties.

The Declarant has the right to construct the Buildings and infrastructure improvements shown on the Condominium Plat, and may use the unsold Units as models or sales offices. Other temporary, reasonable non-residential uses may be permitted by the Board of Directors.

3. Pets. Only ordinary household pets such as dogs, cats, birds and fish are allowed; the maintenance, keeping, boarding and/or raising of other animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited.

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 proposed initial Rules and Regulations of the Association limit the number of household pets to one dog (or two dogs if both dogs are less than 25 pounds in weight; up to two (2) cats; and a reasonable number of other ordinary household pets in a Unit. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous by the Board of Directors in its discretion shall be prohibited. *Without limiting the foregoing, Dobermans, Rottweilers and Pit Bulls or any mixtures thereof shall be prohibited.* Pet rules may be changed by the Board of Directors.

4. Vehicles and Parking. Only motor vehicles are allowed to be parked in the Common Element surface parking spaces, as well as in other areas permitted by the Board of Directors. The Board may regulate parking on the private streets forming a portion of the Condominium.

No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, all-terrain vehicles or other similar vehicles or recreational equipment or similar items may be kept or parked on the Property. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

5. Trash and Nuisances. Trash and garbage may be kept only in sanitary containers and properly stored within a Unit, or deposited in dumpsters located in designated dumpster areas. No Unit may be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

6. Maintenance. Every Unit owner must maintain his Unit, including the walls, ceiling, floors, floor coverings, appliances, plumbing, and electrical lines and fixtures that run within a Unit or which exclusively serve a Unit. In the event the Unit suffers a casualty covered by the Association's insurance, the Unit owner is required to pay the insurance deductible or such amount as may be established by the Association's Board of Directors.

A unit owner should separately insure the furniture and other contents of his Unit and

obtain liability insurance, with the insurance industry form being known as “HO-6.” Any insurance obtained by an owner must comply with the Declaration. It is recommended that each owner provide his insurance agent with a copy of the relevant portions of the insurance portions of the Declaration and seek the agent’s advice as to coverage.

The Association is generally responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, water and sewer lines, snowplowing of the parking areas and spaces that are Common Elements, area and street lighting and trash pickup (unless provided by the municipality or **Windham Village Master Association** (the “Master Association”), for which the Unit owners (through the Association) shall be responsible for their proportionate share of common expenses), and all as determined by the Board of Directors.

To the extent the Master Association provides certain services for the benefit of the Association or Unit owners, the Association and its Unit owners shall pay their proportionate share of the services so provided, which include, but are not necessarily limited to:

- (a) maintenance, repair and replacement of and plowing and removal of snow and debris from private roads including, but not limited to, Stillwater Drive (and any improvements located in the roads or road right of way including signs, center islands and the like) and on-street parking (unless accepted as public streets by the Town), Common Elements, Stormwater Management Areas, Common Easements, amenity areas (including any underground electric and above ground transformers, water (including the right, but not the obligation, with respect to irrigation systems serving all of the foregoing), and storm water and drainage improvements and facilities, sewer, fire hydrants, electricity, telephone, fiber optic cable and internet cable service lines and appurtenances, more particularly described in the Master Declaration, a copy of which is attached hereto, the administration and enforcement of the Master Declaration and such other purposes as may be approved by the members or as provided herein;
- (b) maintain liability insurance for property owned or maintained by the Master Association and activities conducted by the Master Association, and property insurance for property owned or leased by the Master Association

Water and sewer are billed by the Association to the Unit owner as part of its condominium assessments, for which the Unit owner is responsible to pay. The Town of Windham provides that it will not be responsible for the maintenance or plowing of Stillwater Drive, unless and until it accepts the same as a public way, or for trash collection in condominiums.

A Unit owner may not change the outside appearance of the Unit, whether changing the color of the Unit, the appearance, color, or shade of window coverings, adding any awnings or canopies or constructing any improvements, or using clothes lines, signs, television antennas and satellite dishes, etc. unless the Association's Board of Directors gives its approval in its discretion. However, Unit owners may be permitted to plant flowers and annuals with the approval of the Board of Directors, provided these are properly maintained.

7. Smoking Prohibition. Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

“Smoking” shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as “electronic nicotine delivery systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

C. Development and Special Declarant Rights.

1. Declarant Rights. The Declarant has the right to create and relocate public utility easements on the property servicing the Condominium, to connect into those public utility lines, to use the Condominium for the repair and construction of Units, and to operate a construction, sales, leasing, and management office until all Condominium Units have been sold.

Until all Units which may be created have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element areas immediately adjoining the Unit and to improve all the Limited Common Element areas immediately adjoining the Unit with sunspace, porch, landscaping, deck, patio, hardscape, and similar improvements in such areas attached to the outside of a Unit, which may include the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element.

The Declarant may appoint and remove the directors and officers of the Condominium Association and control the affairs of the Association until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, other than a conveyance to a successor Declarant. The Declarant may voluntarily give up these rights before it is required to do so by a written statement recorded in the Registry of Deeds.

D. Unit Boundaries

Generally, the Units in the Condominium include the interiors of the buildings extending outward to the exterior side of the sheet rock (gypsum board) of the exterior walls. Each Unit is contained within a Unit envelope shown on the Condominium Plans, and also includes all plumbing, electrical, heating, and HVAC systems, equipment, fixtures, and other similar improvements exclusively servicing the Unit, even if located outside of the boundaries of a Unit. The Declaration sets forth the definition of Unit boundaries in greater detail.

The exterior of each Building, its roof, foundation and other general building components contained outside of the Unit are not owned by the Unit owner individually but rather are generally Limited Common Elements owned by all Unit Owners within that particular Building, and administered and maintained by the Association.

The exterior patio and deck areas, if applicable, are Limited Common Elements which may be used by the adjoining Unit exclusively.

The Declaration more precisely defines the boundaries and composition of the Units, Common Elements and Limited Common Elements.

II. OTHER DOCUMENTS

A. Bylaws.

The Bylaws contain rules for self-government of the Condominium by Windham Way Condominium Association, a nonprofit corporation. The Bylaws provide for a Board of Directors which directs the affairs of the Condominium, administers policies outlined in the Bylaws, sets the budget and generally oversees the upkeep and the administration of the Condominium. The Bylaws cover such other matters as the composition of the Board of Directors, officers of the Association and the method of their election, the requirements for meetings, voting, the manner in which the Condominium budget must be prepared, the determination and handling of assessments, the filing of assessment liens, and the nature of insurance coverage. If a dispute arises between the Declarant and a Unit owner or the Association arising out of or relating to the Declaration, the Bylaws, or a deed to the Unit, the Declaration provides that such dispute must be submitted to arbitration.

B. Rules and Regulations.

The Bylaws provide that the Board of Directors has the power, on behalf of the Association, to establish rules and regulations governing the use of the Condominium. The initial Rules and Regulations established as of the date of this Public Offering Statement are attached as an exhibit to this Offering Statement.

C. Title Matters.

The list of liens, defects and encumbrances and matters of title which may affect the right, title or interest of the Declarant and the Condominium as of the date of the Public Offering Statement are set forth in the Declaration.

Unit owners may purchase a title insurance policy at their expense to protect and insure title to their Units. **Note that a special reduced rate of title insurance of \$2.00 per thousand*, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the Secondary Market, ALTA 8.1, Environmental, and ALTA 4.0/4.1 Condominium Endorsement, is available to Purchaser of a Unit provided that they purchase a Chicago**

Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.

***Standard or filed title insurance rates (for coverage less than \$1,000,000) in Maine for enhanced owner's policies are typically \$3.30 per thousand (\$3.00 per thousand for standard ALTA policies).**

In addition, the Condominium may be subject to certain terms, conditions, covenants and easements created by the Declaration and/or the Maine Condominium Act. These terms, conditions, covenants and easements are:

- (i) Easement for Encroachments. By virtue of this easement, Unit owners and the Association are protected in any event the Unit or Common Elements encroach on another Unit or the Common Elements.
- (ii) Easement to Facilitate Construction and Sales. The Declarant, its agents and employees, may use any unsold Unit of the Condominium as models and sales offices or place advertising signs within the Condominium and cross the Condominium property for the purpose of maintaining and repairing Units and Common Elements. The Declarant may further erect, and re-locate temporary sales or customer service offices on the Property from time to time. Further, the Declarant and its agents, contractors and prospective purchasers may cross the Property and may use parking spaces.
- (iii) Easements for Access. Each Unit owner and the Declarant has a right to cross the Common Elements for access to his Unit subject to rules, regulations and restrictions adopted by the Unit Owners Association.
- (iv) Utilities. The Bylaws permit the Association to grant easements for public utilities servicing the Condominium through the Common Elements. Further, the Declarant may connect with existing utilities for construction purposes on the Property, provided that it pays for the cost of services used.
- (v) Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by C. Harlan Chaplin and Lottie M. Chaplin in an instrument dated November 17, 1971 and recorded in Book 3211, Page 575.
- (vi) Site Location Order Request for Transfer Findings of Fact and Order #59-4332-05250, made by the Department of Environmental Protection, State of Maine, dated January 30, 1979 and recorded in Book 4381, Page 328, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-E-T, made by the Department of Environmental Protection, State of Maine, dated August 16, 2011 and recorded in said Registry of Deeds in Book 28930, Page 24, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-G-T, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 38487, Page 107, as affected by a Conditions of Partial Transfer (approval) of Windham Village Apartments, LLC, Board Order # L-4332-23-A-X made by the Department of Environmental Protection, State of Maine, dated November

29, 2023 and recorded in Book 40502 Page 162, as affected by a Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A, made by the Department of Environmental Protection, State of Maine, dated May 30, 2024 and recorded in Book 40805, Page 253.

(vii) Taking for purposes of Land, drainage and grading rights described in Notice of Layout and Taking by The State of Maine Department of Transportation for State Highway "113" (State Route #35) dated April 30, 1986 and recorded in Book 7175, Page 195; as affected by that certain Supplemental Notice of Taking dated December 2, 1986 and recorded in Book 7532, Page 337.

(viii) Terms and conditions affecting rights and easements in a 50 foot wide strip reserved by Shaw's Realty Co., in a Deed The Howland Corporation dated February 27, 1987 and recorded in Book 7664, Page 246; as corrected and re-recorded in Deed July 31, 1987 and recorded in Book 7995, Page 319.

(ix) Terms and conditions and rights and easements as set for in a Deed to Standby Corp. III from J & L Associates, dated February 13, 1989 and recorded in Book 8696, Page 151.

(x) Terms, conditions, rights and easements (other than the appurtenant rights and easements) set forth in a Deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in Book 12331, Page 88.

(xi) Rights and easements granted to C M P Natural Gas, LLC by Shaw's Realty Co. in an instrument dated August 23, 1999 and recorded in Book 15043, Page 311.

(xii) Terms, conditions, restrictions, dedications, easements, conveyances, Right of Ways, Boundary Lines, and Lot Lines shown on a plan entitled Relieve Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in Plan Book 196, Pages 17 and 18, as affected by a Notice of Expiration of Subdivision Approval by the Town of Windham, dated February 8, 1999, and recorded in Book 14562, Page 334.

(xiii) Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Shaw's Supermarkets, Inc., as Tenant, a Memorandum and Notice of which is dated as of June 1, 2000 and recorded on June 5, 2000 in Book 15511, Page 338.

(xiv) Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Staples The Office Superstore East, Inc., as Tenant, a Memorandum of which is dated as of June 12, 2001 and recorded on July 3, 2001 in Book 16485, Page 92.

(xv) Terms, conditions, rights and easements (other than the appurtenant rights and easements) as set forth in that certain Easement Agreement, dated as of April 2, 2002, by and between California State Teachers' Retirement System, as Grantor, and Gorham Savings Bank, as Grantee, recorded on April 2, 2002 in Book 17490, Page 269.

(xvi) Rights, easements, restrictions, terms and conditions as described in that certain Easement, dated as of December 9, 2002, by California State Teachers' Retirement System, as Grantor, and Maine Natural Gas Corporation, as grantee, recorded on December 30, 2002 in Book 18623, Page 164.

(xvii) Notice of Layout and Taking by the State of Maine Department of Transportation against SP Windham Owner LLC, et al dated February 19, 2020 and recorded in Book 36541, Page 345.

(xviii) Such state of facts as shown on a "First Amended Subdivision Shaw's Commercial Subdivision: Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine" made for Windham Village Apartments LLC by Owen Haskell, Inc., dated February 5, 2024 and recorded in the Cumberland County Registry of Deeds in Plan Book 224, Page 52, as affected by an Amended Site & Subdivision Plan, Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine" made for Windham Village Apartments LLC by Gorrill Palmer, dated December 2022, revised through October 6, 2025, and recorded in said Registry of Deeds in Plan Book 225, Page 376.

(xix) Those premises described in a Quitclaim Deed with Covenant from Windham Village Apartments LLC to the Town of Windham, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40854, Page 128, as affected by a Corrective Quitclaim Deed with Covenant from Windham Village Apartments LLC to the Town of Windham, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 41149, Page 87.

(xx) Easement Deed from Windham Village Apartments LLC to Portland Water District, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40854, Page 33, as affected by a Corrective and Confirmatory Easement Deed, dated October 8, 2024 and recorded in Book 41043, Page 134.

(xxi) Signage Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 257.

(xxii) Septic Field and Nitrate Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 272.

(xxiii) Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 290.

(xxiv) Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of Maine or set forth in the Declaration of Condominium, Windham Village Master Condominium, Windham, Maine, dated March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42105, Page 263 (the "Master Declaration"), the Bylaws of the Windham Village Condominium Association, and the Condominium Plat, Windham Village Master Condominium, 770 Roosevelt Trail, Windham, Maine" prepared by Gorrill Palmer, dated Mar, 2026, revised through March 11, 2026, and

recorded in the Cumberland County Registry of Deeds in Plan Book 226, Page 94.

D. Restraints on Alienation and Leasing.

The Maine Condominium Act prohibits the Declarant from offering any interest in a Condominium Unit until the Declarant has prepared and delivered to the purchaser the current Public Offering Statement. The Declarant knows of no other restraints which would preclude the free transferability of legal title to the Units pursuant to the terms of a purchase and sale agreement. The Condominium instruments do not grant the Declarant, the Association, lenders, or any other person a right of first refusal to purchase a Unit from a Unit owner.

The Bylaws provide that a Unit may not be leased or rented except on terms consistent with the provisions of the Declaration and Bylaws of the Condominium and for a period of no less than six (6) months. A Unit must be leased as a Unit in its entirety and no lease of a portion of a Unit such as a single bedroom is permitted. The Board of Directors has the power to terminate leases or to evict a tenant in the event of a breach of the terms of the lease or the Condominium instruments in the event they are not complied with. All leases must be in writing and on a form requiring the tenant to comply with the Condominium documents, providing that the failure to so comply will constitute a default under the lease, and setting forth the Board of Director's termination rights. Each Unit owner must notify the Board of Directors of all tenants and provide it with a copy of the lease.

E. Contracts or Leases Subject to Cancellation.

(i) The Declarant shall cause the Association to enter into a management agreement with Maine Properties LLC, an affiliate of Declarant. For rendering these services, a fee will be paid as set forth in the Proposed Budget attached hereto. The management agreement runs from year to year subject to earlier termination on account of specified defaults. The agreement will be subject to termination by the Association pursuant to Section 1603-105 of the Maine Condominium Act.

(ii) The Declarant has entered into a Communications Network and Service Agreement (Bulk Agreement) with Spectrum Northeast, LLC ("Spectrum"). Pursuant to this Bulk Agreement, Spectrum will install, own and operate all "Home Run" infrastructure and equipment necessary to provide internet and video services to the Condominium, and its Unit owners. Under no circumstances will any third-party internet or video provider use the Spectrum infrastructure or equipment, nor will any additional infrastructure be permitted to be installed in the Condominium without the Declarant or Association's express written consent. Additionally, no Unit owner may remove any of the Spectrum infrastructure or equipment. For rendering this service and equipment, a fee will be paid as set forth in the Proposed Budget attached hereto, which initially is equal to \$38 per Unit per month, subject to future increases by Spectrum. The Bulk Agreement will expire 6 years from implementation, and a termination without cause is subject to early termination penalties. The terms of the Bulk Agreement, as well as the Spectrum equipment and wiring guidelines are attached to this Public Offering Statement. Note that each Unit will have one hard wired Ethernet port, not multiple ports.

III. OPERATION OF THE CONDOMINIUM

A. The Unit Owners Association.

1. Self-Governing of the Condominium. The Condominium is governed by Windham Way Condominium Association, a Maine nonprofit corporation. All of the Unit owners collectively constitute the members of the Association as an incident of ownership of a Unit. Each Unit owner is automatically a member of the Association and remains a member until his ownership of a Unit ceases. The Unit owners elect a Board of Directors of the Association after the period of Declarant control expires. Until then, the Declarant appoints Board of Directors members and officers.

At the date of this Public Offering Statement there are no unsatisfied judgments or, to the best of Declarant's knowledge and belief, no pending suits against the Association.

2. Delegation of the Powers and Responsibilities of the Unit Owners Association. The Bylaws provide that the powers and responsibilities of the Association are delegated to the Condominium's Board of Directors, some of which in turn may be delegated to a managing agent. Basically, the Board of Directors has the powers and responsibilities in administering the Condominium to, among other things:

- (a) Adopt and amend rules and regulations;
- (b) Elect officers of the Association;
- (c) Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments from Unit Owners for Common Expenses and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from Roads, private roads (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), on-street parking (unless accepted as public streets by the Town), bike paths and trails, traffic islands, wayfinding signs, and the like Common Areas, Common Easements, Open Space, amenity areas, and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
- (d) To maintain, repair and replace the Common Areas, Common Elements, amenity areas, and Limited Common Elements and to take all actions required or appropriate to comply with the Town's Stormwater Ordinance, State of Maine, Department of Environmental Protection Site Location of Development Act Order #L-4332-87-I-A, dated May 30, 2024, including Standard Conditions of Approval (defined therein, and Post-Construction Stormwater Certification, including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town
- (e) Hire and terminate managing agents and other employees, agents and independent contractors;

- (f) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements, except as set forth in the Declaration;
- (i) Cause additional improvements to be made as a part of the Common Elements, except as set forth in the Declaration;
- (j) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 1603-112 of the Act;
- (k) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (l) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the of the Declaration, the Master Declaration, Bylaws, and Rules and Regulations of the Association;
- (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
- (n) Provide for the indemnification of its officers and Board of Directors and maintain liability insurance for them; and
- (o) Operate, maintain and repair the Common Elements and the Limited Common Elements.

3. Allocation of Voting Power. The number of votes for each Unit are allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B of the Declaration (as it may be amended) shall control in any event. A “majority” vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

Following the expiration of the Declarant Control Period, there will be three (3) directors. The number of directors may be changed by amendment to the Bylaws.

4. Transfer of Declarant Control. The Declaration authorizes the Declarant to appoint and remove members of the Board of Directors and all officers of the Association until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser, (b) sixty (60) days after the conveyance of seventy-five percent (75%) of all Units, including any future

Units which may be created hereunder, other than a conveyance to a successor Declarant, or (c) at such earlier date as the Declarant in its sole discretion shall specify. At that time the Unit owners shall elect a Board of Directors. The Declarant at its option can relinquish this authority at any earlier time by recording a notice in the Registry of Deeds.

B. Management of the Condominium; Allocated Interests/ Common Expenses.

The Bylaws provide that the Board of Directors shall employ a professional managing agent for the Condominium at a level of compensation fixed by the Board of Directors. The Declarant shall cause the Association to enter into a management agreement with Maine Properties, LLC, an affiliate of Declarant, as management agent. A management fee is provided for in the proposed budget.

The Bylaws contain provisions for reserves for capital expenditures. The Bylaws require the establishment of a reasonable reserve fund for capital improvements, replacements and major repairs. The Bylaws also provide that if for any reason such reserve fund is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may levy further assessments against the Unit owners in proportion to the Allocated Interests of their respective Units.

A Unit owner will be personally liable for all common charges and assessments levied against his Condominium Unit which become due while he is the Unit owner. In addition the common expenses and service charges assessed against the Unit owner automatically constitute a lien on a Unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies.

The Allocated Interest in the Common Elements of the Condominium will be set forth in the Declaration. 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 shall be set forth in **Exhibit B** to the Declaration.

The percentage of each Unit's Common Element Interest, Common Expense Liability and voting rights is allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit B** (as it may be amended) shall control in any event. In the event a Unit is subsequently divided, then its percentages shall be allocated based on the resulting floor area of the respective Units.

The amount of the estimated monthly assessment (Condominium fee) for Condominium expenses is set forth on the attached budget. The Condominium fee is based on the Allocated Interest of the Unit, except as otherwise provided above. There are no current or expected fees

or charges, other than such assessments, to be paid by the Unit owners for the use and maintenance of the Common Elements and other facilities related to the Condominium.

The Declaration requires the purchaser of a Unit to pay at closing an initial working capital/reserve contribution equal to two (2) months common charges (in addition to any regular Condominium fee). The initial capital contribution will be allocated to the Condominium's working capital/reserve and is nonrefundable.

IV. BUDGET

A projected annual budget for the initial portion of the Condominium's operation is attached to this Public Offering Statement. The budget was prepared by the Declarant based on the best estimates available to it in May of 2026, and assumes, among other things, (1) no inflation factor, and (2) the accuracy of the budget prepared for the Master Association. *Because the Condominium is new there is no history of operating expenses, and therefore it is impossible to estimate with assurance the amount of future costs.* The Association presently has no significant assets or liabilities. A replacement reserve is included in the Budget as described therein in the projected monthly assessment for each Unit.

Declarant provides no special services nor incurs any special expenses on behalf of the Unit owners that are anticipated to become common expenses, except that to the extent that portions of the Condominium premises will be under construction during the sale period, the Declarant will be responsible for Units, Buildings, drives and lawn areas under construction until these Units and the areas around the Units are legally added to the Condominium. The Declarant may provide other maintenance services to the Condominium in lieu of cash payments and the value of such services shall be credited towards its Common Charges.

Real estate taxes will be billed directly to Unit owners by the Town of Windham once the Unit has been in existence on April 1st of a given year, per Maine statute. Until then the Declarant may bill owners for their proportionate share of taxes assessed against the Condominium as a whole. Real estate taxes are not included in the Association budget.

V. UNIT PURCHASE

The obligations of the parties in connection with the purchase of a Unit are stated in detail in the sample purchase agreement. Each purchaser must also sign an agreement to limit the time in which to bring warranty claims to two (2) years. Prices for Units are established by the Declarant and may be subject to change at any time at the Declarant's sole discretion prior to the execution of a purchase agreement. Different purchasers may pay different prices for similar Units in the sole discretion of the Declarant.

Unless a purchaser has received and reviewed a copy of this public offering statement prior to the execution of a contract for sale, a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant, but if a purchaser accepts the conveyance of a Unit, he/she may not cancel the contract.

At the closing on the purchase of the Unit, the purchaser will be required to pay, in addition to the purchase price of the Unit, those settlement costs identified in the purchase agreement, the prorated share of the current month's charges, and a sum equal to two (2) months common charges as a capital contribution to the Association in order to provide working capital and reserves to the Association. It is not anticipated that the purchaser will be required to sign any other contracts or leases at the settlement.

A prospective Unit purchaser must arrange for his/her own financing. No financing has been offered or arranged by the Declarant. No representation is hereby made regarding the availability of such financing for any purchaser, and each purchaser must qualify independently for the same. Purchaser's deposits will be placed in an escrow account under the control of The Scoville Foley Team at Signature Homes Real Estate Group, or with Seller's counsel, Nicholas J. Morrill, Esq., Jensen Baird Gardner & Henry. Deposits will be returned to prospective purchasers who cancel their purchase contract in accordance with Section 1604-107 of the Maine Condominium Act; generally, such deposits will be treated in accordance with the terms of the purchase contract.

VI. INSURANCE

The Board of Directors will obtain liability insurance to protect the Association and, to a certain limited extent, the Unit owners as individuals. In general, the types and amounts of insurance to be obtained by the Association are described as follows:

- (i) Each building, including the Units, and Common Elements, will be covered by fire and property damage insurance. The coverage will be "all risk" and in an amount equal to the full replacement cost of the building. This coverage will not insure personal property belonging to a Unit owner nor special improvements to a Unit made by or at the request of the Unit owner. In the event the suffers a casualty covered by the Association's insurance, the Unit owner is required to pay the amount of the insurance deductible or such lesser amount as may be established by the Association's Board of Director's.
- (ii) The Association will obtain insurance covering liability arising from ownership or use of the Common Elements. This coverage will not insure Unit owners against liability arising from an accident or injury occurring within a Unit (or any patios or decks of a Unit) or liability arising from the act or negligence of a Unit owner. Each Unit owner should obtain separate liability insurance coverage to protect against such risks under the suggested HO-6 form, and should consult with his or her insurance agent regarding proper coverage.
- (iii) The Board of Directors will also maintain appropriate insurance required by mortgage lenders.

The Declarant strongly recommends that each Unit owner obtain insurance coverage on his personal property, special improvements to a Unit and liability claims not covered by the Association policy, such as claims arising from activities inside of a Unit. The Unit owner

should be aware, however, that the condominium documents require special provisions in the policies providing additional insurance. IT IS RECOMMENDED THAT EACH OWNER PROVIDE HIS INSURANCE AGENT WITH A COPY OF THE DECLARATION IN ORDER TO DETERMINE THE INSURANCE COVERAGE NEEDED BY THE OWNER TO PROTECT AGAINST RISKS NOT COVERED BY THE ASSOCIATION'S INSURANCE.

VII. FINANCIAL ARRANGEMENTS FOR IMPROVEMENTS

The Declarant has also provided the Town of Windham with a letter of credit to assure the completion of the common infrastructure improvements of the Condominium, and has obtained a construction loan from Machias Savings Bank for construction of Condominium infrastructure and the Project. In addition, affiliates of the Declarant, have provided the Town with letters of credit to assure the completion of other infrastructure and improvements of the Master Condominium, and have contained construction loans from Machias Savings Bank, and Katahdin Trust Company, for construction of Master Condominium infrastructure.

VIII. WARRANTIES

Certain warranties are given to all Unit owners as described below, subject to certain exclusions and modifications made by the Declarant. The purchase and sale agreement requires that all buyers sign a Limited Warranty Certificate agreeing that any warranty claims be made and enforced within two (2) years after the purchase.

With respect to the Condominium Units being sold and the Common Elements, the Maine Condominium Act provides as follows:

A Express Warranties of Quality.

1. Express warranties made by any seller to a purchaser of a Unit, if relied upon by the purchaser, are only created as follows:

- (a) Any written affirmation of fact or promise which relates to the Unit, its use, or rights appurtenant thereto, area improvements to the Condominium that would directly benefit the Unit, or the right to use or have the benefit of facilities not located in the Condominium, creates an express warranty that the Unit and related rights and uses will conform to the affirmation or promise;
- (b) Any model or description of the quantity or extent of the real estate comprising the Condominium, including plans and specifications of or for improvements, creates an express warranty that the Condominium will substantially conform to the model or description;
- (c) Any written description of the quantity or extent of the real estate comprising the Condominium, including plats or surveys, creates an express warranty that the Condominium will conform to the description, subject to customary tolerances; and

(d) A provision that a buyer may put a Unit only to a specified use is an express warranty that the specific use is lawful.

2. Neither formal words, such as "warranty" or "guarantee," nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.

3. Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers.

B. Implied Warranties of Quality.

1. A Declarant warrants that a Unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

2. A Declarant impliedly warrants that a Unit and the Common Elements in the Condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the Condominium, will be:

(a) free from defective materials; and

(b) Constructed in accordance with applicable law, according to sound engineering and construction standards and in a workman-like manner. Construction complying with the Town of Windham Building Code shall be deemed to satisfy such sound engineering or construction standards.

3. In addition, a Declarant warrants to a purchaser of a Unit that may be used for residential use that any coexisting use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

4. Warranties imposed by this section may be excluded or modified.

5. Any conveyance of a Unit transfers to the purchaser of the Declarant's implied warranties of quality.

C. Exclusion of Modification of Implied Warranties of Quality.

1. Except as limited by Subsection 2 with respect to a Unit that may be used for residential use, implied warranties of quality:

(a) May be excluded or modified by agreement of the parties; and

- (b) Are excluded by expression of disclaimer, such as "as is," "with all faults," or other language which in common understanding calls the buyer's attention to the exclusion of warranties.

2. With respect to a purchaser of a Unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a Declarant may disclaim liability in an instrument signed by the purchaser, for a specified defect or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

The Declarant has limited such warranty to a two (2) year period. The Declarant is liable only for the cost of repair or replacement or to compensate for the decline in the Unit's market value. The Declarant disclaims liability for special or consequential damages. On or before settlement of the purchase of a Unit, implied warranties of quality will be limited as set forth in the Limited Warranty Certificate issued by the Declarant, a photocopy of which certificate is attached as an Exhibit to this Public Offering Statement.

D. Statute of Limitations for Warranties.

1. A judicial proceeding for breach of any warranty obligation must be commenced within six years after the cause of action accrues, but the parties may agree to reduce the period of limitation to not less than two (2) years. With respect to a Unit that may be occupied for residential use, an agreement to reduce the period of limitation must be evidenced by a separate instrument executed by the purchaser.

2. Subject to Subsection 3, a cause of action for breach of warranty of quality, regardless of the purchaser's lack of knowledge of the breach, accrues:

- (a) As to a Unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a non-possessory interest was conveyed; and
- (b) As to each common element, at the time the common element is completed or, if later: (i) As to a common element which may be added to the Condominium or portion thereof, at the time the first Unit therein is conveyed to a bona fide purchaser; or (ii) As to a common element within any other portion of the Condominium, at the time the first Unit in the Condominium is conveyed to a bona fide purchaser.

3. If a warranty of quality explicitly extends to future performance or duration of any improvement or component of this Condominium, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

Exhibit 1 - Proposed Budget

Windham Village Master Condominium

Expenses	Annual Expense
Grounds Maintenance	
Grounds Maintenance	\$250,000
Misc Grounds & Supplies	\$3,250
Irrigation System Maintenance	\$8,600
Lawn Watering	\$4,500
Insect & Pest Control	\$4,800
Snow Removal Excess & Supplies	\$6,500
Stormwater Inspections/Maintenance	\$1,500
Total Grounds Maintenance	\$279,150
Insurance	
Business Insurance	\$7,200
Total Insurance	\$7,200
Legal & Other Professional Fees	
Legal	\$250
Tax Prep & Returns	\$385
Total Legal & Other Professional Fees	\$635
Management Fees	
Management Fees	\$16,512
Total Management Fees	\$16,512
Repairs/Maintenance	
Exterior Building Maintenance	\$1,000
Total Repairs	\$1,000
Utilities	
Electricity	\$5,000
Internet	\$78,432
Total Utilities	\$83,432
Other Expenses	
Community Room	\$10,320
Reserve Transfers	\$12,000
Total Other Expenses	\$22,320
Total Operating Expense	\$410,249

Village Unit 1 Condo	48	28%	\$114,488.09
Village Unit 2 Apartment	124	72%	\$295,760.91

Windham Way Condominium 48 Units

Account	G/L Budget
Name	
CONDO & HOA	
Condo & HOA Fees	224,564.06
Condo & HOA Garage Fees	0.00
TOTAL CONDO & HOA INCOME	224,564.06
TOTAL REVENUE	224,564.06
CLEANING	
Janitorial & Housekeeping	6,400.00
Carpet Cleaning	1,000.00
TOTAL CLEANING	7,400.00
GROUND MAINTENANCE	
Grounds Maintenance	0.00
Insect & Pest Control	0.00
Irrigation	0.00
Snow Removal Excess & Supplies	0.00
TOTAL GROUND MAINTENANCE	0.00
INSURANCE	
Business Insurance	9,800.00
TOTAL INSURANCE	9,800.00
LEGAL AND OTHER PROFESSIONAL FEES	
Legal	250.00
Tax Prep & Returns	350.00
TOTAL LEGAL AND OTHER PROFESSIONAL FEES	600.00
MANAGEMENT FEES	
Management Fees	17,280.00
TOTAL MANAGEMENT FEES	17,280.00
REPAIRS & MAINTENANCE	
General Building Maintenance	1,000.00
Fire System Monitoring/Maintenance/Inspections	1,980.00
Planned maintenance/Inspections	1,725.00
Sprinkler System Inspections/Testing	2,800.00
Keys/Fobs/System Maintenance	600.00
Exterior Building Maintenance	1,000.00
TOTAL REPAIRS & MAINTENANCE	9,105.00
UTILITIES	
Electricity	10,000.00
Gas, Oil or Propane	8,000.00
Water	7,500.00
Sewer	3,000.00
Rubbish Removal	8,100.00
TOTAL UTILITIES	36,600.00
OTHER EXPENSES	
Computer & Websites/Communication	0.00
Miscellaneous	0.00
Events	0.00
Reserve Transfers	29,290.96
Windham Village Master	114,488.09
TOTAL OTHER EXPENSES	114,488.09
TOTAL OPERATING EXPENSES (less Reserves)	195,273.09
Reserve Transfers	29,290.96
TOTAL OPERATING EXPENSES (with Reserves)	224,564.06

Windham Way Condominium Allocations

Unit	Square Footage	% of Ownership	Annual Dues	Monthly Dues
1125	935	2.01%	\$4,520.87	\$377
1126	991	2.13%	\$4,791.64	\$399
1127	991	2.13%	\$4,791.64	\$399
1128	766	1.65%	\$3,703.73	\$309
2129	991	2.13%	\$4,791.64	\$399
2130	991	2.13%	\$4,791.64	\$399
2131	991	2.13%	\$4,791.64	\$399
2132	991	2.13%	\$4,791.64	\$399
3133	991	2.13%	\$4,791.64	\$399
3134	991	2.13%	\$4,791.64	\$399
3135	991	2.13%	\$4,791.64	\$399
3136	991	2.13%	\$4,791.64	\$399
1137	766	1.65%	\$3,703.73	\$309
1138	991	2.13%	\$4,791.64	\$399
1139	991	2.13%	\$4,791.64	\$399
1140	935	2.01%	\$4,520.87	\$377
2141	991	2.13%	\$4,791.64	\$399
2142	991	2.13%	\$4,791.64	\$399
2143	991	2.13%	\$4,791.64	\$399
2144	991	2.13%	\$4,791.64	\$399
3145	991	2.13%	\$4,791.64	\$399
3146	991	2.13%	\$4,791.64	\$399
3147	991	2.13%	\$4,791.64	\$399
3148	991	2.13%	\$4,791.64	\$399
1149	766	1.65%	\$3,703.73	\$309
1150	991	2.13%	\$4,791.64	\$399
1151	991	2.13%	\$4,791.64	\$399
1152	935	2.01%	\$4,520.87	\$377
2153	991	2.13%	\$4,791.64	\$399
2154	991	2.13%	\$4,791.64	\$399
2155	991	2.13%	\$4,791.64	\$399
2156	991	2.13%	\$4,791.64	\$399
3157	991	2.13%	\$4,791.64	\$399
3158	991	2.13%	\$4,791.64	\$399
3159	991	2.13%	\$4,791.64	\$399
3160	991	2.13%	\$4,791.64	\$399
1161	766	1.65%	\$3,703.73	\$309
1162	991	2.13%	\$4,791.64	\$399
1163	991	2.13%	\$4,791.64	\$399
1164	935	2.01%	\$4,520.87	\$377
2165	991	2.13%	\$4,791.64	\$399
2166	991	2.13%	\$4,791.64	\$399
2167	991	2.13%	\$4,791.64	\$399
2168	991	2.13%	\$4,791.64	\$399
3169	991	2.13%	\$4,791.64	\$399
3170	991	2.13%	\$4,791.64	\$399
3171	991	2.13%	\$4,791.64	\$399
3172	991	2.13%	\$4,791.64	\$399

Exhibit 2 - Sample Purchase and Sale Agreement with Exhibits

PURCHASE AND SALE AGREEMENT
WINDHAM WAY CONDOMINIUM, WINDHAM, MAINE

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between the Seller and Buyer identified below in consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with these Basic Terms of Sale, the Additional Terms of Sale and Exhibits, all of which form a part of this Agreement:

1. Property to be Sold: Unit # _____ in Building # _____, in Windham Way Condominium (the "Condominium") located at _____ Stillwater Drive, Windham, Maine, together with an undivided interest in the common elements as specified in the Declaration of Windham Way Condominium recorded, or to be recorded, in the Cumberland County Registry of Deeds.

2. Purchase Price: The agreed purchase price and payment of same is as follows:

\$ _____ Base Unit Price;
\$ _____ *Plus:* Improvements and Extras, if applicable [*See Exhibit B*];
\$ _____ Total Purchase Price.
(\$ _____) *Less:* Reservation Deposit, if any;
(\$ _____) *Less:* Deposit paid upon signing this Agreement, to be held at
[insert name of escrow agent/broker];
\$ _____ *Balance Due At Closing.*

3. Estimated Closing Date: _____, 202__, subject to adjustment as set forth herein.

4. Mortgage Financing Contingency:
if applicable, _____% of the Total Purchase Price
Contingency Date: _____ days from the
Effective Date of this Agreement

5. Buyer's Broker: [] Yes, [] No
Name: _____
Address: _____
Tel. #: _____
Seller's broker is Amy Foley of Signature
Homes. Commission is calculated on Base Unit
Price.

6. Resolution of Disputes. If a dispute arises concerning this contract or the performance of the parties, then the parties agree to settle the dispute by jointly paying for the following:

- ☐ Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision.;
- ☐ Non-Binding Arbitration with the parties free to not accept arbitrator's decision and to seek satisfaction through other means, including a lawsuit; or
- ☐ Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The foregoing provisions shall not be deemed a waiver of any rights of either party to take legal action, unless binding arbitration is selected.

7. Receipt of Documents: Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received and reviewed the Public Offering Statement and accompanying documents, this Agreement, the

Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise when this agreement when signed by Buyer(s) and Seller.

8. Special Title Insurance Rate. Purchaser may purchase a title insurance policy at their expense to protect and insure title to their Unit. Note that a special reduced rate of title insurance of \$2.00 per thousand*, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the Secondary Market, ALTA 8.1, Environmental, and ALTA 4.0/4.1 Condominium Endorsement, is available to Purchaser provided that they purchase a Chicago Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.

*Standard or filed title insurance rates (for coverage less than \$1,000,000) in Maine for enhanced owner's policies are typically \$3.30 per thousand (\$3.00 per thousand for standard ALTA policies).

9. Other: [Also see attached Additional Terms of Sale and Exhibits].

_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the Additional Terms of Sale and Exhibits with an effective date as of _____, 202__ (the "Effective Date" of this Agreement).

SELLER:

WINDHAM VILLAGE APARTMENTS LLC
d/b/a WINDHAM VILLAGE PHASE 1
CONDOMINIUM LLC

By: _____
Its Manager

BUYER:

s/ _____
print name: _____

s/ _____
print name: _____

Mailing Address:

175 Innovation Way
Scarborough, Maine 04074

Mailing Address:

With a copy to:

Nicholas J. Morrill, Esq.
Jensen Baird
Ten Free Street, 4th Floor
Portland, Maine 04101

Email: _____

Tel: _____ (day)
_____ (evening)
_____ (cell)

Exhibits to this Purchase and Sale Agreement:

Additional Terms of Sale

Exhibit A - Floor Plans and Features

Exhibit B - Options Added or Modifications or Alterations Made Per Request of Buyer ("Extra Work")

Exhibit C - Final Inspection Form

ADDITIONAL TERMS OF SALE
WINDHAM WAY CONDOMINIUM

THE FOLLOWING STATEMENTS ARE MADE PURSUANT TO THE REQUIREMENTS OF §§ 1604-101 THROUGH 1604-105 OF THE MAINE CONDOMINIUM ACT AS AMENDED (THE "ACT"):

UNLESS A BUYER HAS RECEIVED AND REVIEWED A COPY OF THE PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT AT WINDHAM WAY CONDOMINIUM, A BUYER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. IF A BUYER ACCEPTS THE CONVEYANCE OF A UNIT, THE BUYER MAY NOT CANCEL THE CONTRACT.

IF THE BUYER ELECTS TO CANCEL THE AGREEMENT FOR THE PURCHASE OF A UNIT PURSUANT TO THE PRECEDING PARAGRAPH, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL (IN WHICH CASE RETURN RECEIPT REQUESTED IS ADVISED). THIS CANCELLATION OF THE PURCHASE AND SALE AGREEMENT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE BUYER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ALL AMENDMENTS THERETO) TO A BUYER BEFORE CONVEYING A UNIT, THAT BUYER MAY HAVE A CLAIM FOR APPROPRIATE RELIEF UNDER SECTION 1604-116 OF THE ACT.

CONSUMERS ARE STRONGLY ADVISED TO VISIT THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO GATHER CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING THEIR HOMES AT [HTTP://WWW.STATE.ME.US/AG/](http://www.state.me.us/ag/) OR BY CALLING 207-626-8800.

In consideration of the mutual promises herein expressed, Seller and Buyer further agree as follows:

1. Description of Property. Seller agrees to sell and Buyer agrees to purchase for the price and upon and subject to the terms and conditions set forth in this Agreement, the condominium Unit, designated in the Basic Terms of Sale in Windham Way Condominium (the "Condominium") located at Stillwater Drive in the Town of Windham, Cumberland County, Maine, and created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of Windham Way Condominium recorded or to be recorded in the Cumberland County Registry of Deeds (the "Declaration") and as set forth in the floor plans and standard features described in Exhibit A attached hereto and made a part hereof, together with such Unit's undivided Percentage Interest in the Common Elements (the "Unit"). Included in the sale as part of the Unit are the fixtures and equipment to be provided and installed by Seller as set forth or referenced in Exhibit A.

2. Defined Terms. Capitalized terms used in this Agreement without definition shall have the meanings specified for such terms in the Declaration.

3. Public Offering Statement. Buyer acknowledges that prior to the execution of this Agreement, Buyer received from Seller the Public Offering Statement for Windham Way Condominium, including all schedules and exhibits attached thereto (said statement together with said exhibits are hereinafter referred to as the "Public Offering Statement") required under the provisions of the Act, and that Buyer has had the opportunity to review the same.

4. Purchase Price. The Purchase Price for the Unit is set forth in the Basic Terms of Sale. The Total Purchase Price shall be adjusted at Closing in accordance with Paragraph 6 below.

5. Financing Commitment. If the Basic Terms include a Financing Contingency, then Buyer is under good faith obligation to actively seek and accept such financing and shall make a loan application within five (5) days of the Date of this Agreement. Buyer must supply a signed and accepted commitment letter without contingencies from a mortgage lender within the designated number of days after the date of this Agreement. Failure to deliver such a commitment shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed with construction of the unit and publicly market the property to replacement buyers, to sell the Unit to a replacement buyer, or to halt construction at its discretion. If there are any delays in closing due to Buyer, any added financing and other cost incurred by Seller will be added to the Agreement Price.

6. Closing Adjustments. Fuel and taxes for the then current taxing period assessed against the Unit, and other assessments and liability charges, if any, on the Unit shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price to be paid by Buyer on the Closing Date. If the amount of taxes to be adjusted is not known on the Closing Date, the taxes will be provisionally adjusted on the basis of the taxes most recently assessed for the preceding year, with a final adjustment as soon as the new tax rate and valuation can be ascertained.

Buyer will also deposit with Seller at the time of closing for transmittal to the Windham Way Condominium Association the first full month's assessment for estimated Common Expenses and an initial working capital contribution in an amount equal to twice (2x) the monthly installment of the estimated Common Expenses attributable to the Unit, which initial working capital contribution is in addition to and not in lieu of regular monthly installments of such expenses and charges. Buyer shall pay recording costs for the Deed and one half of the transfer tax.

7. Payment of Total Purchase Price. The Total Purchase Price is payable as set forth in the Basic Terms of Sale. The Deposit and any Reservation Deposit shall be held in escrow. The balance of the Total Purchase Price shall be paid in cash, by wire transfer or by certified or bank check payable to Seller at Closing as hereinafter defined, subject to adjustment as set forth herein.

8. Escrow Deposits. Upon execution of this Agreement, the Deposit, together with any previously received reservation deposit, shall be placed in escrow in a non-interest bearing account ("Escrow Account") pursuant to Section 1604-109 of the Act. Upon default hereunder or upon any termination of this Agreement, the deposits shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement.

9. Unit Deed. Upon full payment of the Total Purchase Price and all other payments required hereunder, Seller shall convey the Unit, by Warranty Deed (the "Deed") running to Buyer, as joint tenants unless otherwise designated. The Deed shall convey a good and clear record and insurable title to the Unit free of all liens and encumbrances, and insurable as such, except and subject to:

- (a) Provisions of (i) the Act, as the same may be amended from time to time and (ii) the Declaration as the same may be amended from time to time by instrument recorded in the

Registry of Deeds;

- (b) Existing rights, obligations, approvals, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in the Declaration;
- (c) Such taxes and assessments allocable to the Unit for the then current fiscal year as are not due and payable on the date of delivery of the deed;
- (d) The laws and regulations of the State of Maine and municipal ordinances, including zoning restrictions, and the terms of land use approvals;
- (e) All utility easements of record and rights, restrictions, reservations and obligations as noted on any recorded plans and survey or in the Declaration;
- (f) All bylaws, rules and regulations established by the Condominium Association; and
- (g) Other matters, easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Unit by Buyer or which may be affirmatively insured against forced removal, loss or damage by a national title insurance company without payment of an additional premium.

Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

Buyer acknowledges and agrees that the Windham Way Condominiums is a portion of a larger master condominium known as "Windham Village Master Condominium," which is more particularly described in an governed by the Declaration of Condominium, Windham Village Master Condominium, Windham, Maine, dated March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42105, Page 263 (the "Master Declaration"), the Bylaws of the Windham Village Condominium Association, and the Condominium Plat, Windham Village Master Condominium, 770 Roosevelt Trail, Windham, Maine" prepared by Gorrill Palmer, dated Mar, 2026, revised through March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Page 94 (the "Master Plans"). Buyer agrees to take title to the Unit subject to the Master Condominium, and its related documents, and consents to the future development by Seller and its affiliated entities, in accordance with the Master Condominium documents, and agrees not to oppose such future development, provided that Seller, and/or its affiliates, complies with its obligations to Buyer as set forth herein and that the development is undertaken in accordance with the Master Condominium documents. In the event Buyer opposes such future development in violation of the terms of this Agreement, damages may not be an adequate remedy for the Seller, its successors and/or assigns, and its affiliates (the "Damaged Parties"), and therefore the Damaged Parties shall be entitled to an injunction prohibiting such persons from opposing such development.

10. Closing Date. Seller shall deliver the Deed to Buyer at the office of the Seller, or at such other place as may be agreed to by Seller and Buyer at a time to be designated by Seller with at least five (5) days prior written notice to Buyer (such time, as the same may be revised pursuant to the provisions of this Agreement being hereinafter referred to as the "Closing" or the "Closing Date"). The Closing Date shall occur on or after at Substantial Completion of the Unit, at which time the balance of the Purchase Price shall be due less the costs of agreed upon incomplete items. Substantial Completion means the Unit can be occupied and used for its intended purpose and that a certificate of occupancy or architect's certificate of substantial completion has been issued, even if other items remain incomplete.

11. Certificate of Substantial Completion or of Occupancy. A certificate or statement of substantial completion of the Building upon the Unit site executed by an architect, or a certificate of occupancy issued by the municipal inspector of buildings for the Town of Windham, Maine, as required by Section 1602-101(b) of the Act, shall be delivered by Seller to Buyer on or prior to the Closing Date

and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. IF BUYER HAS ORDERED ANY EXTRA WORK TO THE UNIT, THE FAILURE OF SUCH EXTRA WORK TO BE COMPLETED BY THE CLOSING DATE SHALL NOT REQUIRE A POSTPONEMENT OF THE CLOSING DATE. Such Extra Work shall be completed by Seller as soon after the Closing Date as practical. Further, in the event that there are minor items in the Unit or items in or on the Common Elements described in the Declaration not completed on the Closing Date, the same shall not constitute any objection by the Buyer to closing the purchase of the Unit, provided that the same do not materially interfere with Buyer's use of the Unit.

12. Inspection. Seller shall orally notify Buyer not less than five (5) days prior to the Closing Date that the Unit is ready for inspection. Upon receipt of such notice, Buyer shall promptly arrange for an appointment with a representative of Seller to make the inspection within such five (5) day period. Buyer shall specify on the final inspection form furnished to him by Seller, the form of which is attached hereto as Exhibit C and made a part hereof, any manner in which Buyer claims that the Unit does not conform to the requirements of this Agreement. Except as set forth in such final inspection form, acceptance of the Deed to the Unit by Buyer shall be deemed to constitute full acceptance of the Unit by Buyer. Failure of Buyer to arrange or keep the appointment shall constitute full acceptance of the Unit by Buyer.

13. Possession. On the Closing Date, Seller shall deliver full possession of the Unit free and clear of all tenants and occupants, the Unit to be then ready for occupancy in accordance with the description in the Declaration and this Agreement; provided, however, that Seller shall not be obligated to deliver such possession unless Buyer has fully complied with the terms of this Agreement.

14. Delays and Extension of Closing. If Seller is delayed in completing construction of the Unit or any other portion of the improvements at the Condominium due to causes beyond Seller's reasonable control, including but not limited to, acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, unavailability of labor or materials, damaged or stolen materials, add-ons or changes from Buyer, loss or damages fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature, restrictive governmental regulations or other acts of government agencies asserting jurisdiction over the Condominium, then Seller may postpone the Closing Date to a date within six (6) months after the Estimated Closing Date by written notice to Buyer on or before such later date, provided, however, that such date may be no later than two (2) years from the date of this Agreement.

Even if due to Seller's alleged negligence or fault, Buyer agrees that Seller is not responsible for delays due to such circumstances. Regardless of the source of delay, Seller shall have no responsibility for Buyer's interest rate increases if the construction time exceeds Buyer's lock in interest rate deadline or for the costs of any replacement housing pending Closing.

15. Extension to Perfect Title; Special Title Insurance Rate. Buyer shall give Seller notice, not less than ten (10) days prior to the original Closing Date, designating all defects in title existing at the time of such notice, and all defects not so designated shall be deemed to have been waived. If Seller is unable on the Closing Date (as it may be extended under the provisions of set forth above and of this Paragraph) to give title or to make conveyance or to deliver possession of the Unit as herein provided, or if on the Closing Date (as it may be extended) the Unit does not substantially conform to provisions of this Agreement, then all deposits shall be refunded to Buyer with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless Seller elects to use reasonable efforts to remove any defects in title. or to deliver possession as herein provided, or to make the Unit substantially conform to the provisions of this Agreement, as the case may be, in which event Seller shall give notice of such election to Buyer on or before the Closing

Date (as it may be extended), and thereupon the Closing Date shall be extended for a period of sixty (60) days, provided, however, that such date may be no later than two (2) years from the date of this Agreement. If at the expiration of the extended time Seller shall have failed to remove the defects in title or deliver possession, or to make the Unit substantially conform, as the case may be, as herein provided, then the deposit shall be promptly refunded to Buyer, with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, provided that if the Declaration shall have been recorded, Buyer shall have the election, at either the original or extended Closing Date, to accept such title as Seller shall convey. Seller shall not be under any obligations to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Unit or to remove any encumbrance upon the title to the Unit not voluntarily placed thereon by the Seller or to correct any violations of subdivision, plat, or building regulations or restrictions.

A special reduced rate of title insurance of \$2.00 per thousand, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the ALTA 4.1 Condominium Endorsement is available to the purchaser of the unit provided that they purchase a Chicago Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.

16. Agreement Subject to Mortgages. All terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred, pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Buyer. Seller shall at its option satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Condominium other than the Unit and its undivided interest in the Common Elements shall not constitute an objection to title or in any way excuse Buyer from completing payment of the purchase price or performing all his other obligations hereunder or be the basis for any claim against, or liability of, Seller, provided that the mortgagees of any such mortgages have appropriately consented to the Declaration, and the Unit and its undivided interest in the Common Elements are released from the lien of such mortgages at or prior to the Closing Date.

17. Buyer's Default. In the event Buyer fails to close the purchase of the Unit in accordance with the provisions of this Agreement, Seller may exercise all of its legal rights and remedies, or may terminate this Agreement and retain the Deposit in full satisfaction of all claims against Buyer.

18. Risk of Loss and Insurance. By execution of this Agreement, Buyer does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer at Closing. Until the delivery of the Deed, Seller (or Cross Street Condominium Association, if appropriate) shall maintain fire and extended coverage insurance on the Unit as now in force.

19. Establishment of Condominium. If it has not already done so, Seller shall, prior to conveyance of the Unit, record the Declaration, Plats and Plans and all other documents required to establish a valid condominium under the Act and to include the Unit within that condominium.

20. Furnishings and Models. Furniture, wall coverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of such unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Buyer other than those which are a part of the Public Offering Statement are for display purposes only and may not be exactly duplicated.

21. Warranties: Statute of Limitation. Seller warrants the Unit against structural defects (as defined in Section 1604-1 133(b) of the Act) for two (2) years after Buyer enters into possession, and each of the Common Elements constructed by Seller for two (2) years after the time the such Common Element component was substantially completed by Seller or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof by Seller, for two (2) years after the time the first unit therein is conveyed, or (ii) as to a Common Element constructed by Seller within any other portion of the Condominium, for two (2) years after the time the first unit in the condominium is conveyed. Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. All such warranties and Buyer's rights and remedies thereunder are more fully set forth in the Limited Warranty Certificate attached as a schedule to the Public Offering Statement received by Buyer. At Closing Seller will deliver to Buyer a copy of the Limited Warranty Certificate for the Unit executed by Seller, and Buyer agrees to execute the Limited Warranty Certificate at Closing. Seller will deliver to Buyer at Closing any manufacturers' warranties covering any fixtures or equipment in the Unit except insofar as the same may be Common Elements.

Buyer agrees to execute by separate instrument on or prior to the Closing Date and the delivery of the Deed an agreement to reduce, as permitted by Section 1604-115(a) of the Act, the statutory six-year limitation period for all warranties to two (2) years.

All warranties **exclude**: normal movement of wood, shrinkage, expansion, warping, normal sheetrock and concrete stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items installed by Buyer or anyone else except Seller or Seller's subcontractors engaged by Seller; and excludes consequential or incidental damages (Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to Buyer.). Seller is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house.

22. ENERGY STANDARDS. The Maine Uniform Building Code Energy Code (10 M.R.S.A. Section 9721) establishes mandatory energy efficiency building standards for residential construction. The work covered by this agreement meets or exceeds those standards.

23. Construction Site. Buyer agrees not to enter upon the Condominium during the term of this Agreement without being accompanied by a representative of Seller. Further, Buyer will not attempt to store any personal belongings or other property at the Unit or the Common Elements during the term of this Agreement.

24. No Oral Representations/Modifications. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER. Such information as may have been, or may hereafter be, furnished to Buyer concerning mortgage financing, operating expenses of the Condominium and the real estate taxes for individual Units is thought to be reliable but Seller does not warrant the accuracy of projections or expectations. Seller has no way of assuring what valuation or tax rate will be imposed in the future.

25. Seller Modifications. Seller reserves the right to modify the Declaration, the Bylaws, the Plats and Plans and any other Condominium Document as may be required by law, a title insurance

company, the Seller's present or future lender(s), or at Seller's discretion, provided that no such modification shall (i) increase the purchase price of the Unit; (ii) reduce the obligations of Seller for Common Expenses on unsold Units; or (iii) reduce the size of the Unit. The dimensions, sizes and location of interior partitions in the Units and the location of the Unit in relation to other Units, buildings, improvements and other portions of the Common Elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary. Buyer acknowledges and agrees that minor variances are acceptable to Buyer, and such minor variances shall not constitute grounds for any action for rescission, damages or diminution of the purchase price. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided however, that the quality of any such substituted items is equal to or superior to those specified in the attached floor plans and standard features.

26. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the broker(s) listed in the Basic Terms of Sale, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of such claims, arising out of or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

27. Merger, Acceptance of Deed. This Agreement, together with the Declaration and Public Offering Statement, supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them. Buyer represents he has relied only upon the warranties and representations set forth in this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement and the Limited Warranty Certificate referred to herein. The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms of this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement or the Limited Warranty Certificate, to survive, or to be performed after, the delivery of the Deed.

28. Assignment. This Agreement is personal to Buyer. Buyer may not assign this Agreement. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be in favor of a lender of Seller for collateral purposes, Buyer's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Upon foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the deposits with interest shall be returned to Buyer, and Seller, such lender and Buyer shall be released from all further liability or obligation hereunder.

29. Notices. All notices to be given hereunder shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the address given above, or at such other address as either party may hereafter designate to the other in writing.

30. Compliance with Declaration. Buyer agrees to restrict the occupancy of the Unit in accordance with the use and occupancy restrictions as set forth in the Declaration, Bylaws and Rules and Regulations and to otherwise be bound in all respects by the provisions and restrictions thereof.

31. Confidentiality. Buyer agrees to keep all discussions and negotiations with Seller, which shall include, without limitation, the terms of this Agreement, and all information obtained by or provided to Buyer regarding the Property, in strict confidence and shall not disclose the same except to Buyer's

attorneys or professional advisors who are actively and directly participating in the transaction, each of whom will be informed by Buyer of the confidential nature of this transaction and all discussions, negotiations and terms thereof, be provided with a copy of this provision, and agree to observe the same terms and conditions set forth herein as if specifically named a party hereto.

32. Miscellaneous.

- (a) Subject to the assignment restrictions set forth above, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- (b) This Agreement shall not be altered, modified or amended except by an instrument in writing executed by Seller and Buyer.
- (c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- (d) The obligations of Buyer, if more than one, under this Agreement shall be joint and several.
- (e) The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws in effect in the State of Maine and shall for all purposes be deemed wholly executed and performed within the State of Maine.
- (g) All paragraph headings in this Agreement are for convenience only and are not legally binding.
- (h) The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individual firms, or corporations.

Home Construction & Repair: Maine Attorney General Home Construction Warning

Sellers Must Include This Statement With Any Home Construction Contract for More Than \$3,000

Contractors Are Not Licensed - Owner Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Owner Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/pfr/.

1. When hiring a contractor, we recommend that you Seek referrals and keep good notes. The best source of references may be: Friends, co-workers, independent trade contractors, engineers, family, building material suppliers, neighbors, architects, home inspectors, local lenders, banks and contractor's existing customers

• When meeting with a builder, be sure to ask for:

- ☐ Number of years in business
- ☐ Permanent business location
- ☐ Proof of general liability insurance
- ☐ Professional affiliations
- ☐ Educational designations
- ☐ List of last 5 customers
- ☐ Proof of workers' compensation insurance for employees and liability insurance

We strongly recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

Building Codes.

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in [Chapter 18 of the](#) Maine Attorney General's Consumer Law Guide.

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free [Adobe Reader](#) :

- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDE, LLC : Judgment \(PDF\)](#)
- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDE, LLC : Complaint \(Word\)](#)
- [In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance \(Word\)](#)
- [State of Maine v. Joel David Poirier: Complaint \(Word\)](#)
- [State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgment by Default \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint \(PDF\)](#)
- [State of Maine v. CBS Enterprises \(PDF\)](#) (Kimberly Mark Smith and David J. Blais),
- [Default Judgment in CBS Enterprises \(PDF\)](#).
- [State of Maine v. Frederic Weinschenk \(PDF\)](#) d/b/a Ric Weinschenk Builders, Inc.,
- [State of Maine v. Stephen Lunt \(PDF\)](#) d/b/a Lakeview Builders, Inc.,
- [State of Maine v. Albert H. Giandrea \(PDF\)](#) d/b/a AG's Home Quality Improvements, Inc.,
- [State of Maine v. Al Verdone \(PDF\)](#),
- [State of Maine v. Mikal W. Tuttle \(PDF\)](#), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- [State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction \(PDF\)](#)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper ([State of Maine v. Harold Soper \(PDF\)](#)) and Mikel Tuttle ([State of Maine v. Mikel W. Tuttle \(PDF\)](#)). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

[Chapter 17 of the](#) Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. [Chapter 18 of the](#) Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

WINDHAM WAY CONDOMINIUM
EXHIBIT A
FLOOR PLAN AND FEATURES

[see separate sheet for Buyer's selection of standard colors and finishes,
which must be completed within 30 days of the Agreement]

WINDHAM WAY CONDOMINIUM
EXHIBIT B

OPTIONS ADDED OR MODIFICATIONS OR ALTERATIONS MADE PER REQUEST OF
BUYER ("EXTRA WORK")

*Note: IF WORK IS NOT SPECIFIED IN THE AGREEMENT, THEN IT IS NOT INCLUDED IN THE
SALE.*

WINDHAM WAY CONDOMINIUM
EXHIBIT C
FINAL INSPECTION FORM

Purchaser(s) _____

Unit Number: _____

Inspection Conducted By: _____. Date: _____, 202__

Listed below are all of the defects discovered to date in my (our) Unit:

Date: _____, 202__ _____, Buyer

Declarant agrees to correct in a workmanlike manner the items listed above, except as noted.

WINDHAM VILLAGE APARTMENTS LLC D/B/A
WINDHAM VILLAGE PHASE 1 CONDOMINIUM
LLC

Date _____, 202__

By: _____
Its Manager

I (we) acknowledge that the above items have been completed in a workmanlike manner.

Date: _____, 202__.

_____, Buyer

Exhibit 3 – Windham Village Master Declaration

AFTER RECORDING RETURN TO:

Nicholas J. Morrill, Esq.
Jensen Baird
10 Free Street, 4th Floor
P.O. Box 4510
Portland, Maine 04112-4510

DECLARATION OF CONDOMINIUM

**WINDHAM VILLAGE MASTER CONDOMINIUM
Windham, Maine**

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. Windham Village Apartments LLC, a Maine limited liability company with a place of business in Scarborough, Maine ("Declarant"), owner in fee simple of the land described in **Exhibit A** annexed hereto, located within the Town of Windham, Cumberland County, Maine (the "Land") being shown on a condominium plat entitled "Condominium Plat, Windham Village Master Condominium, 770 Roosevelt Trail, Windham, Maine" prepared by Gorrill Palmer, dated Mar 2026, revised through March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Page 94 (the "Condominium Plat"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act" or "Act") and hereby creates with respect to the Property a condominium, to be known as "Windham Village Master Condominium" (the "Condominium").

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be "**Windham Village Master Condominium.**" The address of the Condominium is currently 770 Roosevelt Trail, Windham, Maine, but will be re-numbered following construction of the buildings within the Unit(s). The name of the unit owners association is the "**Windham Village Master Condominium Association**" (the "Association").

Section 1.3. Description of Condominium Development. The Condominium consists of the Land described in the attached **Exhibit A** and consists of three master (3) Units, as follows: (a) Unit 1, consisting of four twelve-unit Buildings (identified on the Condominium Plat as Building 11, 12, 13 and 14), (b) Unit 2, consisting of three twelve-unit Buildings, and one sixteen-unit Building (identified on the Condominium Plat as Building 7, 8, 9 and 10), and (c) Unit 3, consisting of six twelve-unit Buildings (identified on the Condominium Plat as Building 1, 2, 3, 4, 5 and 6), each as being identified on the Condominium Plat, together with certain Common Elements and Limited Common Elements depicted on the Condominium Plat. Notwithstanding the foregoing, Unit 3, including the Buildings and Limited Common Elements associated therewith, NEED NOT BE BUILT, and may be reconfigured in any and all manners, including location, size, number, layout, and use, subject, however, to receipt of all necessary municipal and State approvals.

ARTICLE 2

DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Condominium Plat, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Condominium Plat:

(a) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) "Association" means the Condominium Association of the Condominium, which is known as the **Windham Village Master Condominium Association**.

(c) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(d) "Built Units" means Units on which multifamily Buildings have been constructed and for which a certificate of occupancy has been issued by the Town of Windham.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, a copy of which is attached hereto as **Exhibit C**, as such document may be amended from time to time.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves

(h) "Condominium" means the Condominium described in Section 1.1 above.

G) "Condominium Documents" means the Declaration, Condominium Plat, Bylaws and Rules and Regulations.

(k) "Condominium Plat" means the Condominium Plat as defined in Section 1.1 above, which is recorded in the Cumberland County Registry of Deeds, and as such may be amended and supplemented from time to time.

(l) "Declarant" means **Windham Village Apartments LLC**, a Maine limited liability company, its successors and assigns.

(m) "Declarant Control Period" means the period of time between the recording of this Declaration and the completion of construction of all Building Units, Common Elements and Limited Common Elements.

(n) "Declaration" means this document, as the same may be amended from time to time.

(o) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself as set forth in Article 10 hereof (i) to add real estate to the Condominium, (ii) to create Units, Common Elements or Limited Common Elements within the Condominium, (iii) to subdivide Units, (iv) to convert Units into Common Elements or Limited Common Elements, (v) to convert Common Elements or Limited Common Elements to Units, (vi) assign the community center space located within Building 10 of Unit 2 as a Limited Common Element to Unit 2 and Unit 3, or (vii) to withdraw any Real Estate, Units, or Property from the Condominium.

(p) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(q) "Executive Board" means the Executive Board of the Association which serves as Board of Directors of the Association. The terms "Executive Board" and Board of Directors shall be interchangeable.

(r) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(s) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

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

(u) "Limited Common Expenses" mean the Common Expenses for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited in accordance with Section 1603-115(c)(2) of the Act.

(v) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium or provide maintenance services. The terms "Manager" or "Managing Agent" do not refer to the separate trade contractors hired by the Association to provide maintenance services.

(w) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units.

(aa) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation. The term "Owner" shall refer to the owner of a particular Unit, and the term "Owners" shall refer collectively to the owners of all of the Units. However, if a Unit is submitted to the condominium form of ownership as a separate Sub-Condominium, the term "Owner" shall for that Unit only thereafter refer to the Sub-Association formed to operate the Sub-Condominium on behalf of the individual Sub-Owners. If a Unit is submitted to the condominium form of ownership as a separate Sub-Condominium, the term "Owner" as used herein shall not refer to a Sub-Owner unless expressly provided herein. Nothing herein shall be construed to create any obligation to submit a Unit to the condominium form of ownership.

(bb) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.

(cc) "Property" means the Property described in Section 1.1 above.

(dd) "Record" means to record in the Cumberland County Registry of Deeds.

(ee) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(ff) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(gg) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control, and to implement a fee-based membership program for the Sub-Owners of the Sub-Association for Unit 1 to use the Limited Common Element community center space located within Building 10 of Unit 2.

(hh) "Stormwater Management Facilities," means "stormwater management facilities," as that term is defined in Section 201-18 of the Town of Windham Code of Ordinances, as the same may be amended or recodified. Without limiting the foregoing, as of the

date of execution of this Declaration, such term is defined to mean “[a]ny parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures that are part of the post-construction stormwater management plan for a new development or redevelopment.”

(ii) “Sub-Association” means the condominium unit owners association formed for a Sub-Condominium pursuant to the Condominium Act.

(jj) “Sub-Condominium” has that meaning provided in Section 3.4(c), below.

(kk) “Sub-Owner” means an owner of a unit in a Sub Condominium if such unit is formed pursuant to the Condominium Act.

(ll) “Unit” means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3 hereof.

(jj) “Yard” means any Limited Common Element outdoor amenity area or yard area, if any, shown on the Condominium Plat, the use of which is allocated to an individual Unit.

Section 2.3. Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3

UNITS

Section 3.1. Units. Three (3) master condominium units are created and declared under this Declaration as is more particularly described on the attached **Exhibit A**. The identifying number of the three (3) Units created and declared hereby are Unit 1 (comprised of Building 11, 12, 13 and 14), Unit 2 (comprised of Buildings 7, 8, 9 and 10), and Unit 3 (comprised of Building 1, 2, 3, 4, 5 and 6), and designated on the Condominium Plat. Attached as **Exhibit B** hereto is a list of all Units declared under this Declaration, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit, based upon the establishment of the three (3) Units created hereby.

Section 3.2. Unit Boundaries. The Unit numbers, location of Units created by this Declaration and their approximate dimensions, the Common Elements, and Limited Common Elements, are shown on the Condominium Plat. The proposed location and dimensions of Unit 3 (comprised of Building 1, 2, 3, 4, 5 and 6), and its Limited Common Elements, are subject to change by the Declarant until such time as each Building Unit is constructed, and such improvements need not be built or may be built with configurations and locations different than those shown on the Condominium Plat, subject, however, to receipt of all necessary municipal and State approvals.

The boundaries of each Unit created by this Declaration are depicted on the Condominium Plat and extend vertically along a plane created by such boundaries to include

areas within each Unit that are located below and above the said boundaries to include the area occupied or to be occupied by all structures and fixtures to be installed by the respective Unit Owners. All Buildings and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. The Units shown on the Condominium Plat are subject to settling or lateral movement of the buildings to be constructed therein and minor variations between the Unit boundaries as shown or projected on the Condominium Plat and the physical boundaries as constructed or reconstructed.

Section 3.4. Subdivision or Relocation of Unit Boundaries.

(a) The Owner of Unit 1 may declare a condominium within Unit 1 pursuant to a separate declaration (the "Unit 1 Condominium Declaration") consisting of not more than four (4) individual Buildings, and forty-eight (48) units (the "Unit 1 Condominium"), wholly located within Unit 1 without the requirement of Executive Board Approval.

(b) The Owner of Unit 2 may declare a condominium within Unit 2 pursuant to a separate declaration (the "Unit 2 Condominium Declaration") consisting of not more than four (4) individual Buildings, and fifty-two (52) units, and a Limited Common Element community center located on the ground floor (the "Unit 2 Condominium"), or develop a residential apartment complex with the same number of Buildings, residential apartments, and a community center, all wholly located within Unit 2, without the requirement of Executive Board Approval.

(c) The Owner of Unit 3 may declare a condominium within Unit 3 pursuant to a separate declaration (the "Unit 3 Condominium Declaration") consisting of not more than six (6) individual Buildings, and seventy-two (72) units (the "Unit 3 Condominium"), and collectively the Unit 1 Condominium, Unit 2 Condominium and Unit 3 Condominium are referred to herein each as a "Sub-Condominium" and collectively as the "Sub-Condominiums"), or develop a residential apartment complex with the same number of Buildings, and residential apartments, all wholly located within Unit 3, without the requirement of Executive Board Approval. In addition, the Owner of Unit 3 may reconfigure Unit 3, the Buildings and Limited Common Elements associated therewith (whether developed as the Unit 3 Condominium, or residential apartments) in any and all manners, including location, size, number, layout, and use, subject, however, to receipt of all necessary municipal and State approvals.

Notwithstanding the foregoing, no subdivision of a Unit may result in the creation of a number of Units in excess of the number of Units approved by the Town of Windham, if applicable, unless approval by the Town of Windham is obtained to increase the number of approved Units.

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS

Section 4.1. Description of Common Elements; Costs of Construction. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, all wires, pipes, ducts, foundation drains, electrical wiring and conduits, public and

private utility lines (other than those which are contained within the Unit and serve only that Unit), Stillwater Drive, drive aisles, sidewalks not located within Units and the areas that provide access by emergency vehicles, and any easements as set forth in **Exhibit A**, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents.

Section 4.2. Description of Limited Common Elements. The initial Limited Common Elements shall include (except as expressly set forth otherwise), but are not limited to, (a) one hundred four (104) surface parking spaces assigned to Unit 1, and an outdoor amenity area, each as depicted on the Condominium Plat, (b) one hundred two (102) surface parking spaces assigned to Unit 2, and a community center, each as depicted on the Condominium Plat, and (c) one hundred forty-three (143) surface parking spaces assigned to Unit 3, and an outdoor amenity area, each as depicted on the Condominium Plat, together with such other Limited Common Elements depicted on the Condominium Plat. Until all Units which may be created hereunder have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element areas immediately adjoining the Unit and to improve all the Limited Common Element areas immediately adjoining the Unit. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners of the Units affected by the reallocation of Limited Common Elements, in compliance with the provisions of Section 1602-108(b) of the Act, together with the consent of any Mortgagees of such affected Units.

Section 4.3. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Condominium Plat. The Declarant reserves the right to create and assign additional Common Elements, and Limited Common Elements within Common Elements, pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed. The power to create Common Elements, and create and initially assign Limited Common Elements, is exclusively held by the Declarant.

Section 4.5. 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.

Section 4.6. Common Elements to Remain Undivided. A Unit's Percentage Interest shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Percentage Interest, whether

or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Percentage Interests and the fee titles to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of said Percentage Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

Notwithstanding the foregoing, the Unit 1 Condominium Declaration (and if applicable, the Unit 2 Condominium Declaration, and Unit 3 Condominium Declaration) may include a delegation of the Unit 1 Owner's interests in the Common Elements (including Limited Common Elements allocated to Unit 1, if any (and if applicable Unit 2, if any, or Unit 3, if any)) to the Sub-Owners of the Sub-Units created pursuant to the Unit 1 Condominium Declaration (and if applicable, the Unit 2 Condominium Declaration, and Unit 3 Condominium Declaration). Such delegation shall be subject to the obligation of the Sub-Owners of Sub-Units in the Unit 1 Condominium (and if applicable, the Sub-Owners of Sub-Units formed in the Unit 2 Condominium, and Unit 3 Condominium) to comply with the reasonable rules and regulations adopted by the Association from time to time.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2 Maintenance and Inspection of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of the Association, with the cost thereof, if any, to be allocated among the Units so benefited, except as otherwise noted in the Condominium Documents.

Section 5.3 Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements and certain Reserved Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, if any, for which the Unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by

the Association as part of the Common Expenses.

Notwithstanding anything in this Declaration to the contrary, and consistent with Condition of Approval #2 on the approved subdivision plan, the Association shall be responsible for compliance with Article II of Chapter 201 of the Windham Code of Ordinances. Such compliance includes, but is not necessarily limited to: (i) hiring a qualified third-party inspector to, at least annually, inspect all stormwater management facilities on the Property, including but not limited to any parking areas, catch basins, drainage swales, detention basins, ponds, pipes, and related structures that are a common element (or limited common element) of the condominium, in accordance with all municipal and state inspection, cleaning, and maintenance requirements; (ii) if any of the stormwater management facilities require maintenance to function as intended by the Condominium's approved post-construction stormwater management plan, the Association or its designee shall take all corrective action necessary to address the deficiencies. Such deficiencies shall be corrected within 60 days of notice by the Town and a record of the correction taken shall be provided to the Code Enforcement Director within said 60-day period. If it is not possible to correct the deficiency or deficiencies within 60 days, the Association shall coordinate with the Town of Windham to establish an expeditious schedule to correct the deficiency or deficiencies and will provide a record of the corrective actions taken; (iii) the qualified third-party inspector shall, on or before June 1 of each year, provide a completed and signed certification to the Code Enforcement Director, in a form identical to that attached as Appendix 1 to Article II, Chapter 210 of the Town of Windham Code of Ordinances, certifying that the person has inspected the stormwater management facilities and that they are adequately maintained and functioning as intended in accordance with the approved post-construction stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the stormwater management facilities, and, if the stormwater management facilities require maintenance or repair of deficiencies in order to function as intended by approved post construction stormwater management plan, the person shall provide a record of the required maintenance or deficiency and corrective action(s); and (iv) the Association shall pay all certification payments required by the Windham Town Council in connection with the annual certification of the aforementioned stormwater management systems. For the avoidance of doubt, the above functions may be fulfilled by the Unit 1 Association (or the Association created in connection with any subsequent Unit declaration), if agreed upon in writing; however, the Association shall be jointly and severally liable for any failure of the such Association to fulfill said requirements, including but not limited to all civil penalties and attorney's fees assessed against the Unit 1 Association (or other unit association governing Unit 2 or Unit 3) and the Association pursuant to § 201-22 of the Town of Windham Code of Ordinances, as the same may be amended from time to time.

(b) The Association shall cause the regular inspection of Common Elements at intervals specified by the Town of Windham (if required by the Town) and/or the Maine Department of Environmental Protection or its designee, and/or at such other reasonable times as the Association deems appropriate.

Section 5.4 Maintenance of Unit. Each Unit Owner shall keep and maintain the structures within its Unit and its equipment, systems, appliances and appurtenances in good order,

condition and repair and in clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all maintenance, capital improvements, redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of its Unit. The maintenance, repair and replacement of each Unit comprised of sidewalks, grass, plantings, curbing, trees, shrubs and the like shall be the responsibility of the Association, with the cost thereof to be allocated to the Units so benefitted, except as otherwise noted in the Condominium Documents. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from its failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform its responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the Managing Agent any defect or need for repairs for which the Association is responsible.

Section 5.5 Liability of Owner. Each Unit Owner shall be liable for, and the Association shall have a lien against such Owner's Unit for, the expense of maintenance, repair or replacement of any portion of such Owner's Unit, another Unit, or the Common Elements, including Limited Common Elements, of another Unit caused by such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's, Sub-Owners, guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness; provided, however, in the event a Sub-Condominium is formed the Sub-Owner of such Sub-Condominium shall be solely liable for the expense of maintenance, repair or replacement of their unit(s) formed pursuant to the Sub-Condominium declaration, and for any liability, maintenance, repair, or damage caused by such Sub-Owner's act, neglect or carelessness or by that of such Sub-Owner's guests, employees, agents, lessees, or their pets. The Association shall also have the right to perform maintenance required of an Owner under Section 5.4, but not performed by the Unit Owner, including, without limitation, services of the Managing Agent requested by the Unit Owner and the Unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

In the event that any Unit fails to pay its obligation to the Association, the Association shall have the right to enforce such obligation against such Unit. In the event that the Association exercises lien rights with respect to assessments unpaid by any Unit Owner, the Association shall make reasonable efforts to notify the owner (or owners) of such Unit (or units within the sub-Condominium) of such failure to pay assessments provided, however, that such notification shall in no way preclude or estop the Association from exercising its rights against any Unit.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached hereto as **Exhibit B** is a list of Units by their identifying number and the Percentage Interest appurtenant to each Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth in **Exhibit B**, and as such shall be determined by the same formula by which the Percentage Interest is determined, and shall be adjusted based on the costs of maintenance incurred by the Association with respect to a particular Unit described in Section 5.4. Notwithstanding the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Units that are (i) Built Units fully constructed and benefiting from all Common Expenses and (ii) Units that are not fully constructed or otherwise not benefiting from all Common Expenses ("Un-Built Units") and may assess Built Units and Un-Built Units based upon the reduced level of expenses that benefit such Un-Built Units (e.g., incomplete or unoccupied Units may be assessed a lower monthly assessment if such Units do not benefit from Common Expenses relating to common utilities, trash removal, snow removal, etc.).

All utilities that are not separately metered or billed to a Unit shall be treated as part of the Common Expenses; provided however, that the Declarant or the Association shall have the right to separately meter or submeter any or all utilities used by each Unit and to allocate expenses as Common Expenses or Limited Common Expenses, as the case may be.

Section 6.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit. Notwithstanding the foregoing, following declaration of a Unit into a sub-Condominium, the unit owners association for such Unit shall have the right to act for all purposes as the Unit Owner, except the Declarant of such sub-Condominium (and any successor), shall be referred to as the "Unit Declarant" and shall have the right to act for such Unit Owner during any period of declarant control and during which period the Unit Declarant retains the right to act for the Condominium (the "Unit Authority"). The Association is authorized to rely on a certificate from the Unit Declarant or from the Unit sub-Condominium owners association with respect to the foregoing authority, as conclusive evidence of the right to act for such Unit.

ARTICLE 7

MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to provide property maintenance services to individual Unit Owners at their request and/or to the Association, and the right to employ the same firm or another professional experienced property management firm to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration (either or both firms, a "Managing Agent"); provided, however, that no agreement for such professional services may exceed a term of three (3) years but may be renewed upon consent of the

Association. The initial property management provider shall be Maine Properties LLC, a Maine limited liability company. Such agreement(s) shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Executive Board.

Section 7.2. Maintenance Responsibilities. A Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements, including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8

EASEMENTS AND LICENSES

Section 8.1. Recorded Easements and Licenses. The recording data for previously existing recorded easements and licenses appurtenant to or included in the Condominium or by virtue of any reservation contained in this Declaration or the Deed given to the Declarant are stated and set forth in **Exhibit A** hereto.

Section 8.2. 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 its Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

Section 8.3. Structural Support. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

Section 8.4. Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to any Rules and Regulations established by the Association, in common with all other Unit Owners to use the entrances, exits, and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining streets and walkways within Windham Village leading to adjoining public streets. The Association shall not and cannot establish any Rules and Regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from its Unit, the Property and Common Elements, and the adjoining public streets.

Section 8.5. Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common

Elements, as a result of settling or shifting of the Building or if the Building or Units are not constructed precisely in accordance with the dimension shown on the Condominium Plat or otherwise except as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

Section 8.6. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; (2) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or thereafter if installed by Declarant during the Declarant Control Period or within three (3) years after the termination thereof.

Section 8.7. Association's Rights. The Association shall have rights reserved to it by the Declarant in Section 5.3. It shall have the reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in a Unit or elsewhere and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or Units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 8.8. Special Declarant Rights. Declarant, its successors and assigns, have the rights and easements specified in Article 10 of this Declaration entitled Development Rights and Special Declarant Rights. The Declarant may partially assign its Special Declarant Rights to the Unit Owner(s) and mortgagees of Unit 1, Unit 2, and Unit 3, if such Unit Owner(s) or mortgagees are different than the Declarant hereunder.

Section 8.9. Reservation of Easement Rights. Until the legal creation and construction of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.10. Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions set forth on the attached Exhibit A and as shown on the Condominium Plat, and is further subject to the following:

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND/OR UNITS

Section 9.1. The following restrictions shall apply to the use of the Condominium:

(a) **Residential and Other Use.** The Units and all portions thereof are restricted to multifamily and/or residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future Owner of any Unit shall permit its Unit to be used or occupied for any purpose other than residential purposes, except as provided above. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) **Obstruction of Common Elements.** No Owner may obstruct the Common Elements in any way except areas designated for parking on the Condominium Plat in accordance with applicable Rules and Regulations. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board. Motor vehicles left idle and unmoved in the parking areas for periods of longer than one week may be removed by the Association.

(c) **Quiet Enjoyment.** No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in its own Unit and in or on such parts of the Common Elements as may be designated for such purpose

by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the Property without the prior written permission of the Executive Board.

(e) Signs. No Owner may erect any sign on or in its Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(g) Alterations to Units. Except as otherwise provided herein, once each Unit has become a Built Unit, no Unit Owner may make any alteration, remodeling or renovation of the exterior of any Building except as part of routine maintenance or facade improvements. Neither Executive Board approval nor approval from the Unit Owners shall be required for interior alterations of any Building. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the Town of Windham, engage insured contractors to perform the services, and otherwise comply with all Rules and Regulations of the Association.

(h) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to its Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (g) above. Each Owner shall indemnify and hold the other Owners of its Unit harmless against any loss, damage or claim arising out of its breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right, during the Declarant Control Period:

(a) Until all Units have been declared and become Built Units, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until all Units have been declared and become Built Units and the construction,

marketing and sale of all Sub-Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Common Elements including the movement and temporary storage of construction materials and equipment, including the maintenance of temporary storage and office structures, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until all Units have been declared and become Built Units and the construction, marketing and sale of all Sub-Units is completed, to complete all improvements shown on the Condominium Plat, to relocate any improvements shown on the Condominium Plat, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of Built Units.

(d) Appoint and remove members of the Board of Directors and Officers of the Association for a Unit which has not been conveyed by the Declarant who would otherwise be appointed by a Unit Owner in accordance with Section 12.1.

(e) Developer reserves the following rights, but not the obligation, until fifty (50) years from the date of the recording of this Declaration to legally construct Unit 3 (which consists of six twelve-unit buildings), and such other additional Common Elements and Limited Common Elements depicted on that portion of the Land shown on the Condominium Plat allocated to Unit 3, to legally create and construct additional Units, Buildings, Common Elements, and Limited Common Elements, and related improvements, all pursuant to Section 1602-110 of the Condominium Act. The Declarant shall have the continuing right but not the obligation to legally create the Units in stages. Each stage shall consist of the Unit and Buildings within such stage. Upon the creation of each stage, including the Unit and Building within such stage, the Unit within such stage shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Unit and Buildings, and the allocated interests of such Unit shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding such Unit and Buildings. The Declarant need not physically construct Unit 3, or any Unit 3 Building or Unit 3 Limited Common Element depicted on the Condominium Plat, other than those described in Section 3.1 above, or said Limited Common Elements to the Condominium and such Unit 3, and any Buildings located within the stages associated with said Unit, other than those described in Section 3.1 above, and Limited Common Elements NEED NOT BE BUILT. The Declarant must exercise its right hereunder within fifty (50) years of the recording of this Declaration.

Section 10.2. Reserved.

Section 10.3 Exercise of Rights. The exercise of the Development Rights and Special

Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record a new Condominium Plat or record an affidavit that the Condominium Plat previously recorded conforms to the requirements of the Act. An amendment to this Declaration creating such additional Units and executed by the Declarant may serve as the affidavit described in Section 1602-109(f) of the Act. Said amendment shall become effective upon recording without the consent of any other person.

Section 10.4. Amendment, Waiver, Etc. Until the Declarant no longer holds any Development Rights or Special Declarant Rights and no longer owns any Units, neither this Article 10 nor any of the other provisions of this Declaration benefitting Declarant or its exercise of its Development Rights or Special Declarant Rights shall be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The rights and benefits of this Article 10 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

Section 10.5. Other Declarant Amendments. The Declarant further reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to the Declaration and the Condominium Plat to correct technical errors, to address requirements of approval of the City, or any other governmental authority having jurisdiction over the Condominium, provided that no such amendment shall have a material adverse effect upon the use or enjoyment of any Unit, other than a Unit owned by the Declarant.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS. EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant, owner of a Sub-Unit and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such

provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The Executive Board shall consist of three (3) members. The initial Executive Board shall consist of three (3) members designated by the Unit Owners. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Unit Owners without the necessity of obtaining resignations.

(b) Each Unit Owner shall have the right to appoint one member of the Executive Board. The Unit Owners shall have the right to remove and replace the member of the Executive Board at any time upon written notice to the other Unit Owners.

(c) The Executive Board shall have the authority to change the number of Directors and shall possess all of the duties; and powers granted to the Executive Board by the Act.

(d) Following recording of the Unit 1 Declaration (and if, applicable, the Unit 2 Declaration, and Unit 3 Declaration), the Unit Owner rights hereunder shall be based on the Unit Authority, as provided in Section 6.3, above.

Section 12.2. Disputes.

(a) **Regarding Owners, Condominium, and Condominium Documents.** In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. The Executive Board shall have the authority to seek a declaratory judgment or other

appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. 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 a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. 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 thereof. Notice of the 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 such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

Section 12.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or equity, the continuance of any such breach.

ARTICLE 13

LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, officers and employees:

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

duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

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

(e) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board in their capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 13.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 13.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and any Mortgagees and such complaints shall be defended by the Association. The Owners and any Mortgagees shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the Association and to any Mortgagees encumbering such Units.

ARTICLE 14

ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements, and Limited Common Elements as set forth in Article 5 and in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments or license fees or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for any master association or owners' association of which the Association may hereafter be a member of, or as may be payable for the Association's share of operating, maintaining, insuring, financing, managing, repairing or replacing any off-site Common Elements, common facilities or common amenities that the Association and the Unit Owners have the right to use; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, such utilities as are billed to, paid by, or provided or maintained by the Association, or any master association or owners' association of which the Association is hereafter a member of, or subject to, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Common Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with Section 1603-1 15(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense or Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense or Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the

relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**. Pursuant to the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Units that are (i) Built Units fully constructed and benefiting from all Common Expenses and (ii) Un-Built Units (e.g., incomplete or unoccupied Units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.).

Section 14.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.4. Payment of Assessments. Each Owner shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto and the budget established by the Association in accordance with the Bylaws. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium.

Section 14.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.3 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 14.6. Exemption by Waiver. No Owner may exempt itself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of its Unit or otherwise.

Section 14.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute a liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the

Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, Reserved Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

Section 14.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 14.10. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

ARTICLE 15

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Condominium Plat and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders. The following provisions are intended for the benefit of Eligible Mortgage Holders, and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) The Association shall furnish to each Eligible Mortgage Holder of a defaulting Unit Owner a written notice of any default by such Unit Owner whose Unit is subject to the lien of such Eligible Mortgage Holder of that Unit Owner's obligations under this Declaration. An Eligible Mortgagee shall have the right, but not the obligation, to cure a default by and within the same cure periods afforded to the Owner of such Unit.

(b) Each Eligible Mortgage Holder has the right:

(i) to examine during normal business hours current copies of this Declaration, the Bylaws, the Articles of Incorporation of the Association, the Rules and Regulations, and any amendments to any of the foregoing, and the books, records and financial statements of the Association;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners with respect to and after the end of each of its respective fiscal years;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Unit Owners to make an amendment to this Declaration, the Bylaws, or the Association's organizational documents;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association;

(vi) to receive written notice of any action which would require the consent of any Eligible Mortgage Holders;

(vii) to receive written notice of any proposed change in the boundaries of any Unit, the Percentage Interest in the Common Elements or change in the

Limited Common Elements of any Unit Owner, or the exclusive easement rights appertaining thereto; and

(viii) to receive written notice of a proposed change in the number of votes in the Association appertaining to any Unit.

(c) No provision of this Declaration or any other instrument shall be deemed to give a Unit Owner or any other Person priority over the rights of the Eligible Mortgage Holders pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or the Common Elements, or any portion thereof or interest therein. In such event, the Eligible Mortgage Holders of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) The Eligible Mortgage Holders shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements. In no event will the provisions of any document entitle a Unit Owner or other party to priority over such Eligible Mortgage Holders with respect to distribution to such Unit Owner of the proceeds of any award or settlement.

(e) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Eligible Mortgage Holders will be entitled to timely written notice of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such Eligible Mortgage Holders with respect to the distribution of the proceeds of any award or settlement.

Section 15.3 Required Approval of the Eligible Mortgage Holders. In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the Bylaws, or the Rules and Regulations of the Association, the prior written consent of the Eligible Mortgage Holders (if any), each in its reasonable discretion, will be required for the following:

(a) Adoption of any amendment to this Declaration or any of the other Condominium Documents;

(b) The partition or subdivision of a Unit, except as to the Unit 1 Condominium;

(c) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, except (i) as the result of a taking by eminent domain or the granting of easements for public utilities or for other purposes consistent with the intended use of the Common Elements or (ii) for the encumbrance, sale or transfer of a Percentage Interest in the Common Elements in connection with the encumbrance, sale or transfer of a Unit;

(d) The removal of all or a portion of the Property from the provisions of the Act and this Declaration; or

(e) The redefinition of the boundaries of any Unit, or associated Limited Common Elements.

Notwithstanding anything to the contrary set forth in this Declaration, the consent of the Eligible Mortgage Holders to the matters set forth in this Section 15.3 (a)- (e) may be withheld in their reasonable discretion.

Section 15.4. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 15.5. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 15.6. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 16

INSURANCE

Section 16.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible"

provision in an amount reasonably determined by the Executive Board. Funds to cover this deductible amount shall be included in the Association's reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be "Windham Village Master Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, Limited Common Elements and Reserved Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable law may require, if any.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the improvements on the Property are located within a special flood hazard area, a master or blanket policy of flood insurance covering the any portion of the improvements comprising any Common Elements, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and all other personal property of

the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount reasonably determined by the Executive Board. Funds to cover this amount shall be included in the Association reserve fund.

Section 16.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(b) Each Owner shall obtain and maintain (or following creation of the Unit 1 Condominium (and, if applicable, the Unit 2 Condominium, and Unit 3 Condominium), the Unit 1 Association (and, if applicable, the Unit 2 Condominium Association, and Unit 3 Condominium Association) the shall be responsible to maintain) property, casualty and liability insurance on its Unit and Yard as well as any Building within the Unit at its own expense as set forth in Section 16.6 below; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(c) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of its ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner; (3) No act or omission by any Owner, unless acting within the scope of its authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 16.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any Insurance Trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

Section 16.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 16.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

Section 16.6. Unit Owner to Obtain Insurance on Unit.

(a) Each Unit Owner (or following the creation of the Unit 1 Condominium (and, if applicable, the Unit 2 Condominium, and Unit 3 Condominium), the Unit 1 Association (and, if applicable, the Unit 2 Condominium Association, and Unit 3 Condominium Association), shall maintain at its own expense (i) property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, in each case complying with the applicable requirements of this Section 16.6. The amount of such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Unit and any improvements to the Unit, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may contain a "deductible" provision in an amount reasonably determined by the Executive Board. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Unit, their successors and assigns; and (ii) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.6(b) hereof, insuring the Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Unit, Yard and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying a claim of the Association because of the negligent acts of the Owner or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from use of the Unit, Yard, water damage liability, liability for property of others, and such other risks as are customarily covered in such policies. The amount of such liability insurance shall be at least \$500,000.00 for bodily injury and property damage for any single occurrence.

(b) With respect to the insurance policies described in subsection 16.6(a) issued to the Unit Owner, the Unit Owner (or following the creation of the Unit 1 Condominium (and, if applicable, the Unit 2 Condominium, and Unit 3 Condominium), the Unit 1 Association (and, if applicable, the Unit 2 Condominium Association, and Unit 3 Condominium Association) shall cause such policies to provide that: (1) The insurer waives its right to subrogation under the

policy against the Association and the Declarant; (2) No act or omission by the Association or Declarant will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (3) If at the time of a loss under such policies there is other insurance in the name of the Association or Declarant covering the same risk covered by the policy, the Owner's policy provides primary insurance; (4) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the Association or Declarant; (5) The insurer shall be relieved from no liability for loss occurring because of any breach of warranty or condition or any other act or neglect by the Association, the Declarant or any person under either of them; (6) Such policy may not be cancelled nor may coverage thereunder be substantially changed except by the insurer giving at least thirty (30) days prior written notice thereof to Owner and every other party in interest who shall have requested such notice of the insurer.

(c) Each Unit Owner is required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance provided, or following the creation of the Unit 1 Condominium (and, if applicable, the Unit 2 Condominium, and Unit 3 Condominium).

(d) Under no circumstances shall the Association or Declarant be liable for any losses or damages incurred by a Unit Owner resulting from any failure or insufficiency of the Unit Owner's insurance policy or policies.

Section 16.7 Additional Requirements. All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

ARTICLE 17

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may not assign any or all of its rights or privileges reserved or established by this Declaration to any person who is not a Unit Owner or Mortgagee.

ARTICLE 18

AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be affected by the

Declarant in exercise of a Development Right or otherwise would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical and horizontal Unit boundaries as may be approved by the Town of Windham;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (i) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer its 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 Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

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

Notwithstanding the foregoing, any amendments to this Declaration affecting in any way the use of any Unit and altering or affecting the calculation of Assessments, Common Expenses and Limited Common Expenses of such Unit shall be subject to the review and approval of the Owner of such Unit.

ARTICLE 19

TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation

of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act. Notwithstanding the foregoing, prior to the recording of a notice of termination of the condominium within the Cumberland County Registry of Deeds, Declarant or the Master Association shall submit to the Town of Windham for review and approval, a declaration and bylaws for a substitute homeowners association or other entity that is empowered to both maintain all common elements of the former condominium, including but not limited to all stormwater management facilities thereon, to charge the owners of all interests in the Property for their pro rata share of the costs of such maintenance, and lien the interests of such owner(s) in the event of nonpayment.

ARTICLE 20

ATTORNEY IN FACT

Each Owner by its acceptance of the deed or other conveyance vesting in it a Unit does hereby constitute and appoint the Managing Agent acting from time to time (or the Executive Board, acting through the officers of the Association if there is no Managing Agent) with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21

GENERAL PROVISIONS

Section 21.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 21.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 21.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the

Condominium.

Section 21.5. Effective Date. This Declaration shall become effective when it and the Condominium Plat have been recorded.

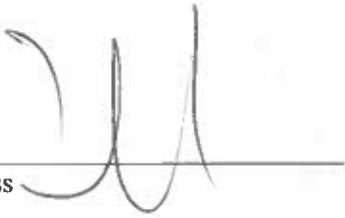
Section 21.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 21.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 21.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

[SIGNATURE PAGE TO FOLLOW]

WITNESS its hand and seal as of March 11, 2026.

Witness 

WINDHAM VILLAGE APARTMENTS LLC

By: 
A. Nicholas Coppola
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

March 11, 2026

Personally appeared before me the above-named A. Nicholas Coppola, Manager of Windham Village Apartments LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity, and the free act and deed of Windham Village Apartments LLC.

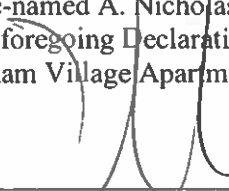

Maine Attorney at Law | Notary Public
Name: *Nicholas J. McNeill*
Commission Expiration:

EXHIBIT A

A certain lot or parcel of land located in the Town of Windham, County of Cumberland and State of Maine, being more particularly described as follows:

Proposed Lot 1 as depicted on subdivision plan titled "First Amended Subdivision Shaw's Commercial Subdivision: Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine" made for Windham Village Apartments LLC by Owen Haskell, Inc., dated February 5, 2024 and recorded in the Cumberland County Registry of Deeds in Plan Book 224, Page 52 (the "Subdivision Plan").

TOGETHER WITH certain appurtenant easement rights for ingress and egress for pedestrian and vehicle traffic over a parcel of land situated in the Town of Windham, County of Cumberland and State of Maine now or formerly owned by Maine Bank & Trust Company, and described in a deed from McDonald's Corporation dated August 9, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12055, Page 232. Said easement rights are as set forth in a Cross Easement Agreement by and between Shaw's Realty Co. and McDonald's Corporation dated May 5, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7623, Page 206, and in an Amendment to Cross Easement Agreement by and between Shaw's Realty Co. and Maine Bank & Trust Company dated July 20, 1995 and recorded in said Registry of Deeds in Book 12055, Page 227.

TOGETHER WITH certain appurtenant easement rights for ingress and egress for pedestrian and vehicle traffic over a parcel of land situated in the Town of Windham, County of Cumberland and State of Maine now or formerly owned by W/S North Windham Properties Limited Partnership, as described in a Deed from Manchester Properties, Inc. dated April 15, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11394, Page 292. Said easement rights are as set forth in a Mutual Grant of Easements for Vehicular and Pedestrian Access by and between W/S North Windham Properties Limited Partnership and Shaw's Realty Co. dated August 18, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11696, Page 141.

TOGETHER WITH certain appurtenant rights and easements, but subject to the terms and conditions described therein, set forth in Agreement and Deed of Easement by and between Shaw's Realty Co. and the Inhabitants of the Town of Windham dated March 11, 1987 and recorded in Book 8137, Page 273.

TOGETHER WITH certain appurtenant rights and easements, but subject to the terms and conditions described therein, set forth in Agreement and Deed of Easement by and between Shaw's Realty Co. and the Inhabitants of the Town of Windham dated June 27, 1985 and recorded in Book 8595, Page 30.

TOGETHER WITH certain appurtenant rights and easements, but subject to the terms and conditions described therein, set forth in a Septic Field and Nitrate Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 272.

TOGETHER WITH certain appurtenant rights and easements, but subject to the terms and conditions described therein, set forth in an Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 290.

The above-described premises is further conveyed TOGETHER WITH and SUBJECT TO the following matters of record:

1. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by C. Harlan Chaplin and Lottie M. Chaplin in an instrument dated November 17, 1971 and recorded in Book 3211, Page 575.
2. Site Location Order Request for Transfer Findings of Fact and Order #59-4332-05250, made by the Department of Environmental Protection, State of Maine, dated January 30, 1979 and recorded in Book 4381, Page 328, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-E-T, made by the Department of Environmental Protection, State of Maine, dated August 16, 2011 and recorded in said Registry of Deeds in Book 28930, Page 24, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-G-T, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 38487, Page 107, as affected by a Conditions of Partial Transfer (approval) of Windham Village Apartments, LLC, Board Order # L-4332-23-A-X made by the Department of Environmental Protection, State of Maine, dated November 29, 2023 and recorded in Book 40502 Page 162, as affected by a Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A, made by the Department of Environmental Protection, State of Maine, dated May 30, 2024 and recorded in Book 40805, Page 253.
3. Taking for purposes of Land, drainage and grading rights described in Notice of Layout and Taking by The State of Maine Department of Transportation for State Highway "113" (State Route #35) dated April 30, 1986 and recorded in Book 7175, Page 195; as affected by that certain Supplemental Notice of Taking dated December 2, 1986 and recorded in Book 7532, Page 337.
4. Terms and conditions affecting rights and easements in a 50 foot wide strip reserved by Shaw's Realty Co., in a Deed The Howland Corporation dated February 27, 1987 and recorded in Book 7664, Page 246; as corrected and re-recorded in Deed July 31, 1987 and recorded in Book 7995, Page 319.
5. Terms and conditions and rights and easements as set for in a Deed to Standby Corp. III from J & L Associates, dated February 13, 1989 and recorded in Book 8696, Page 151.
6. Terms, conditions, rights and easements (other than the appurtenant rights and easements) set forth in a Deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in Book 12331, Page 88.

7. Rights and easements granted to C M P Natural Gas, LLC by Shaw's Realty Co. in an instrument dated August 23, 1999 and recorded in Book 15043, Page 311.
8. Terms, conditions, restrictions, dedications, easements, conveyances, Right of Ways, Boundary Lines, and Lot Lines shown on a plan entitled Relieve Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in Plan Book 196, Pages 17 and 18, as affected by a Notice of Expiration of Subdivision Approval by the Town of Windham, dated February 8, 1999, and recorded in Book 14562, Page 334.
9. Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Shaw's Supermarkets, Inc., as Tenant, a Memorandum and Notice of which is dated as of June 1, 2000 and recorded on June 5, 2000 in Book 15511, Page 338.
10. Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Staples The Office Superstore East, Inc., as Tenant, a Memorandum of which is dated as of June 12, 2001 and recorded on July 3, 2001 in Book 16485, Page 92.
11. Terms, conditions, rights and easements (other than the appurtenant rights and easements) as set forth in that certain Easement Agreement, dated as of April 2, 2002, by and between California State Teachers' Retirement System, as Grantor, and Gorham Savings Bank, as Grantee, recorded on April 2, 2002 in Book 17490, Page 269.
12. Rights, easements, restrictions, terms and conditions as described in that certain Easement, dated as of December 9, 2002, by California State Teachers' Retirement System, as Grantor, and Maine Natural Gas Corporation, as grantee, recorded on December 30, 2002 in Book 18623, Page 164.
13. Notice of Layout and Taking by the State of Maine Department of Transportation against SP Windham Owner LLC, et al dated February 19, 2020 and recorded in Book 36541, Page 345.
14. Such state of facts as shown on a "First Amended Subdivision Shaw's Commercial Subdivision: Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine" made for Windham Village Apartments LLC by Owen Haskell, Inc., dated February 5, 2024 and recorded in the Cumberland County Registry of Deeds in Plan Book 224, Page 52, as affected by an Amended Site & Subdivision Plan, Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine" made for Windham Village Apartments LLC by Gorrill Palmer, dated December 2022, revised through October 6, 2025, and recorded in said Registry of Deeds in Plan Book 225, Page 376.
15. Those premises described in a Quitclaim Deed with Covenant from Windham Village Apartments LLC to the Town of Windham, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40854, Page 128, as affected by a Corrective Quitclaim Deed with Covenant from Windham Village Apartments LLC to

the Town of Windham, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 41149, Page 87.

16. Easement Deed from Windham Village Apartments LLC to Portland Water District, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40854, Page 33, as affected by a Corrective and Confirmatory Easement Deed, dated October 8, 2024 and recorded in Book 41043, Page 134.
17. Signage Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 257.
18. Septic Field and Nitrate Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 272.
19. Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 290.

EXHIBIT B

[Allocated Interests]

Unit #	#Dwelling Units	# Votes	Percentage Interest
1	48	27.9	27.9%
2	52	30.2	30.2%
3	72	41.9	41.9%

NOTE: Percentage Interest and voting interests are determined by dividing the proposed number of dwelling units (including residential condominiums and apartments) located on a Unit by the total number of proposed dwelling units in the Condominium.

EXHIBIT C

[Bylaws]

**BYLAWS OF
WINDHAM VILLAGE MASTER CONDOMINIUM ASSOCIATION**

**ARTICLE I
CREATION AND APPLICATION**

Section 1.01 Creation.

A. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as the Windham Village Master Condominium (the "Condominium") located at or near 770 Roosevelt Trail, Windham, Cumberland County, Maine, to the Maine Condominium Act pursuant to the Declaration of Condominium of Windham Village Master Condominium (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is Windham Village Master Condominium Association (the "Association").

B. The term "Premises" as used herein shall include the land, the buildings and all other improvements thereon, which initially consists of three (3) master units consisting of (a) Unit 1, consisting of four twelve-unit Buildings, (b) Unit 2, consisting of three twelve-unit Buildings, and one sixteen-unit Buildings, and (c) Unit 3, consisting of six twelve-unit buildings), together with certain Common Elements and Limited Common Elements depicted on the Condominium Plat, and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration. Notwithstanding the foregoing, Unit 3, including the Buildings and Limited Common Elements associated therewith, NEED NOT BE BUILT, and may be reconfigured in any and all manners, including location, size, number, layout, and use, subject, however, to receipt of all necessary municipal and State approvals.

Section 1.02 Application.

All present and future unit owners, mortgagees, lessees, and occupants of the Units, their contractors, agents and invitees, and any other persons who may use the Premises in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time.

Section 1.03 Office.

The principal office of the Association shall be located at the Condominium.

**ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION**

Section 2.1 Purposes.

A. The purposes of the Association are to establish an association of unit owners pursuant to the Maine Condominium Act for the governance, operation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers.

A. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Non-Profit Corporations Act, all of which the Association shall have to the extent permitted by law, and those set forth in the Declaration, the Association shall have the specific powers to:

1. Adopt and amend these Bylaws and Rules and Regulations;
2. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from unit owners, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from the Roads (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
3. To maintain, repair and replace the Common Elements and Limited Common Elements and to take all actions required or appropriate to comply with Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 40805, Page 253 (or any associated Order), including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;
4. Hire and terminate managers and other employees, agents, and independent contractors;
5. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or the unit owners on matters affecting the Condominium;
6. Make contracts and incur liabilities;
7. Regulate the use, maintenance, repair, replacement and modification of common elements, except as provided in the Declaration;
8. Cause additional improvements to be made as a part of the common elements, subject to the restrictions set forth in the Declaration;

9. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
10. Grant easements, leases and licenses for public utilities servicing or benefiting the Premises through or over the common elements;
11. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements;
12. Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Condominium Act;
14. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
15. Exercise any other powers conferred by Declaration or Bylaws;
16. Exercise any other powers conferred by the Condominium Act; and
17. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

B. The Board shall manage the Condominium and exercise such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Condominium Act.

Section 2.3 Non-Profit Status.

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Premises, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

ARTICLE III ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members in the Association shall consist exclusively of the owners of Units in the Condominium now or hereafter created in accordance with the Declaration or, following

termination of the Condominium, of the former unit owners entitled to the distribution proceeds or their heirs, successors and assigns. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of the entire interest in the unit, whereupon such membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the second Wednesday of October, or in the event that day is a legal holiday, then on the first day thereafter that is not a holiday. The annual meeting and any special meetings shall be held at the Condominium or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the board of directors of the Association, also known as the Executive Board (the "Board"), or upon the call of either of the two unit owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to the members of the Association.

Section 3.4 Notice of Meetings.

A. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed Declaration or Bylaw amendment, any budget changes and any proposal to remove an officer) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each Eligible Mortgage Holder if and as required by the Declaration:

1. By hand delivering it to the member, or
2. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association.

Section 3.5 Waiver of Notice.

The presence of the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the failure to comply with this Article. Any meeting so held without objection shall be valid for all purposes. At any annual meeting, any general business may be transacted and any action may be taken whether or not such action is indicated in the notice of the meeting.

Section 3.6 Order of Business.

A. The order of business at all meetings of the members shall be generally as follows, if applicable:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Report of the Board.
6. Report of committees.
7. Election of the Board.
8. Unfinished business.
9. New business.
10. Adjournment.

Section 3.7 Parliamentary Procedure.

At all meetings of the members or of the Board, Roberts Rules of Order, as then amended, generally shall be followed, except in the event of conflict with these Bylaws or the Declaration.

Section 3.8 Quorum.

The presence at the beginning of any meeting of the Association, in person or by proxy of unit owners whose aggregate voting interest constitutes more than fifty-one percent (51%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, persons, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any unit (other than an interest held as security for an obligation) duly recorded in its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and may vote either in person or by proxy.

B. Multiple owners of a unit shall be deemed one owner. If only one of the multiple owners of a unit is present in person or by proxy at a meeting of the Association, it is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that unit unless any of the other owners of the unit promptly protests in person or proxy to the person presiding over the meeting. In the event of a deadlock between multiple owners of a unit with respect to a vote on any action, that unit shall not be entitled to cast a vote on such action and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to take such action.

C. Votes allocated to a unit may be cast pursuant to a written proxy duly executed by the unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not signed and dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the unit has not been so transferred of record, it shall satisfy the Secretary that it so controls the unit.

E. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each unit shall have one vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of votes cast.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those members present shall determine any question except the election of directors (which shall be as provided below) and unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. To the extent required by the Condominium Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest approving an action shall be measured against the total voting interest regardless of whether or not such unit owners are present at the meeting.

Section 3.10 Adjournment.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members at a meeting duly called therefor.

ARTICLE IV
EXECUTIVE BOARD

Section 4.1 Number and Qualifications.

The affairs of the Association shall be governed by the Board composed of three (3) directors pursuant to the terms below. Following the expiration of the Declarant Control Period, the members shall appoint or elect three (3) directors, one for a period of three years, one for a period of two years, and one for a period of one year. Each Unit so declared shall have the right to appoint one director. To the extent any Unit is further submitted to the Maine Condominium Act, the President of such sub-condominium shall be the director for said Unit. The number of directors or the method of election or appointment of directors may not be changed except by a unanimous vote of the members.

Section 4.2 Term of Office.

Directors shall hold office until a successor director has been appointed pursuant to Section 4.1 above.

Section 4.3 Powers and Duties.

The Board generally shall act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, these Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically are reserved to the members.

Section 4.4 Other Duties.

In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board shall be responsible for the following:

- A. Appointment of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the common elements and limited common elements, including the maintenance, repair and replacement thereof;
- C. Determination and collection of common expenses assessments and service charges from the unit owners and the regulation of the Association's fiscal affairs;
- D. Establishment of reserves, in the discretion of the Board, for the maintenance, repair and replacement of common elements and limited common elements and for contingencies;
- E. Engagement and termination of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the common elements, and to fix the terms of their engagement and their compensation and

- authority; and
- F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.

The Board may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies.

A vacancy in the position of a director for whatever reason shall be filled by the owner of the unit appointing such director.

Section 4.7 Removal of Directors.

A director may only be removed by the owner the unit that appointed that director.

Section 4.8 Compensation.

No compensation shall be paid to directors for their services as directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Board shall be held immediately following the annual meeting of the Association members and at the same place, and no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Board (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board shall be given to each director, personally or by delivery to his unit, or by telephone, at least ten (10) days prior to the day named for such meeting. Upon reasonable advance notice, Board members may elect to attend any meeting via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Board members, but Board members wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services.

Section 4.11 Special Meetings.

Special meetings of the Board may be called by the President on ten (10) days' prior notice to each director, given personally or by delivery to his unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may also be called by the President upon the written request of a director. Upon reasonable advance

notice, Board members may elect to attend any special meeting via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Board members, but Board members wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services.

Section 4.12 Waiver of Notice.

Before or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless such director's attendance is only to object to the form of notice of such meeting. If all the directors are present at any meeting of the Board, except to object as provided above, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board Quorum.

At all meetings of the Board, the presence of a majority of the directors at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the directors present shall be the acts of the Board. If at any meeting of the Board a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action that may be taken at a meeting of the directors may be taken without a meeting if all of the directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Board meetings and shall have the same effect as a unanimous vote at a duly-called Board meeting.

ARTICLE V OFFICERS

Section 5.1 Designation.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the directors. The directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be directors, as in their judgment may be necessary.

Section 5.2 Election of Officers.

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

Section 5.3 Removal of Officers.

Upon a majority vote of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President.

The President shall be the chief executive officer of the Association and shall be a director. He or she shall preside at all meetings of the Association and of the Board.

Section 5.5 Treasurer.

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He or she shall be responsible, subject to the direction of the Board, for the preparation and dissemination to the members of all financial reports, and budgets, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Board or of the Association members, shall give all notices as provided by these Bylaws or the Declaration, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor.

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

Section 5.8 Amendments to Declaration.

The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 Accounting.

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices consistently applied. Within one hundred and twenty (120) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that fiscal year. All financial records of the Association, except as provided in the Declaration, shall be available for examination by unit owners, Eligible Mortgage Holders and their duly authorized agents and accountants at reasonable times with reasonable advance notice.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. At least thirty (30) days prior to the annual members' meeting, the Board shall send a summary of such budget to each member. As provided in the Declaration, the proposed budget approved by the Board shall be adopted unless rejected by a majority in interest vote of the unit owners at the annual members' meeting.

B. The budget shall include the estimated amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

1. Management and administration expenses;
2. The cost of operation, inspection, repairs, maintenance, replacement, and improvements of common elements, limited common elements and facilities benefiting the Condominium;
3. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed to unit owners;
4. A segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance shall be established to hold adequate working capital and operating reserves including general operating reserves, reserves for contingencies, reserves for losses not covered by insurance or due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common elements and limited common elements the Association is obligated to maintain, including but not limited to all stormwater facilities on the Property; and
5. Such other expenses of the Association as may be approved by the Board including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted, the members shall continue to pay that monthly amount which had been previously established; any delay or failure to estimate, to deliver or to

adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of common expense assessments due, but each member shall pay his assessment promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of common expense assessments as defined in the Declaration without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, multiplied by his respective common expense liability. Each member shall become liable to the Association, and a lien shall arise against his unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common expense liability in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon thirty (30) days written notice of default or once a member has been provided two (2) written notices of default in any calendar year (notwithstanding that the monthly installments have been paid prior to the expiration of the 30-day cure period), the entire remaining balance thereof for the fiscal period shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due its share of the assessments or any service charges, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of ten percent (10%) 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 assessments and service charges with such late charges as may be determined by the Board, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such member. Recording of the Declaration constitutes record notice and perfection of the lien for assessments, service charges, user fees, including penalties, late charges, interest, attorneys' fees and other costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien against a unit, signed by an officer or director of the Association or by an agent authorized by the Board, but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board may, in its discretion, exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts. In any action to foreclose the lien for common expense assessments, service charges, user fees, late charges, penalties, interest, attorneys' fees, or costs of collection against any owner of a unit, the Association may act, through its manager or the Board, in the same manner as any mortgagee of real property. The manager or the Board 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 in its discretion. A suit to recover a money judgment for unpaid common expense assessments, service charges, user fees and penalties 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. Any lien created hereunder is extinguished unless action to enforce the lien is started within five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges.

Service charges (other than common expenses assessments) may be assessed separately to each unit or group of units benefited thereby and shall be paid by the unit owner(s) within thirty (30) days of deposit in the U.S. Mail or hand delivery, and shall constitute a lien on the unit of the same status as a lien for common expenses set forth in Section 6.2 above.

Section 6.4 Revised and Special Assessments.

A. If at any time the Board shall determine the amount of the common expense assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common expense assessments shall be determined and paid on the basis of such revision.

B. The Board may, upon determining that circumstances exist that require immediate assessment of the members, make special assessments, not to exceed an amount equal to six (6) current monthly assessments for each unit, unless approved by the members, which special assessments shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year.

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

Section 6.6 Capital Improvements.

The approval of sixty-seven percent (67%) in voting interest of the members shall be required to make a capital improvement to the common elements in an amount in excess of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all unit owners as an assessment.

Section 6.7 Enforcement of Declaration and Bylaws.

Every unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, whether or not an action is initiated, in collecting any delinquent assessments, service charges or fees due from such unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the rules and regulations against such owner or any occupant of such unit.

Section 6.8 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the units, common elements and limited common elements of the Condominium, the Board may from time to time adopt, modify, and revoke, in whole or in part, such reasonable rules and regulations governing

the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such rules and regulations, upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each unit and shall be binding upon all members of the Association and all persons present on the Condominium.

ARTICLE VII EXECUTION OF INSTRUMENTS

Section 7.1 Instruments Generally.

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Board may designate, unless otherwise unanimously voted by the Board.

ARTICLE VIII LIABILITY OF DIRECTORS AND OFFICERS

Section 8.1 Exculpation.

No director or officer of the Association shall be liable for acts or defaults of such director or any other director or officer, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or gross negligence.

Section 8.2 Indemnification.

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, director, agent or employee of the Association against all expenses including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence or absent a final adjudication thereof, excepting such matters in which the Board (excluding any interested director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against such director and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify such director.

ARTICLE IX AMENDMENT AND INTERPRETATION

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Except where expressly provided to the contrary herein, these Bylaws may be amended, modified, or revoked in any respect from time to time by vote of sixty-seven percent (67%) or more in voting interest of the members of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association.

Section 9.2 Conflict.

In the event of any conflict between these Bylaws and the provisions of the Declaration, the latter shall govern and apply.

Received
Recorded Register of Deeds
Mar 11, 2026 03:38:06P
Cumberland County
Jessica M. Spaulding

Exhibit 3.1 – Windham Way Condominium Declaration (*draft, not yet signed or recorded*)

AFTER RECORDING RETURN TO:

Nicholas J. Morrill, Esq.
Jensen Baird
10 Free Street, 4th Floor
Portland, Maine 04101

DECLARATION OF WINDHAM WAY CONDOMINIUM

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Prepared by: Nicholas J. Morrill, Esq.
Jensen Baird
10 Free Street, 4th Floor
Portland, Maine 04101

DECLARATION OF WINDHAM WAY CONDOMINIUM

WINDHAM, MAINE

THIS DECLARATION OF WINDHAM WAY CONDOMINIUM ("Declaration") is executed by **WINDHAM VILLAGE APARTMENTS LLC**, a Maine limited liability company, doing business as **WINDHAM VILLAGE PHASE 1 CONDOMINIUM LLC** ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964 as amended ("Condominium Act").

ARTICLE 1

CREATION OF CONDOMINIUM

§1.1 Submission of Property. The Declarant as the owner of the land and buildings located at Stillwater Drive in the Town of Windham, County of Cumberland and State of Maine, being Unit 1 (the "Property") in a certain Declaration of Condominium, Windham Village Master Condominium, Windham, Maine, dated March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42105, Page 263 (the "Master Condominium"), and HEREBY SUBMITS the Property, together with all easements, rights, privileges and appurtenances thereto, including such ancillary rights granted to Property via the Master Condominium, to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act known as Windham Way Condominium ("Condominium").

The name of the Unit Owners' association is Windham Way Condominium Association, a Maine nonprofit corporation (the "Association") formed under the Maine Non-Profit Corporation Act, 13-B M.R.S.A. Section 101 et seq.

The Condominium consists of the Property described in **Exhibit A**. Pursuant to this Declaration and the Act, the Declarant initially creates [twelve] residential condominium units (individually, a "Unit" and collectively, the "Units"), which Units are identified as [Units 1125, 1126, 1127, 1128, 2129, 2130, 2131, 2132, 3133, 3134, 3135 and 3136 in Building 11 (a/k/a 10 Stillwater Drive)], together with associated Limited Common Elements.

Further, pursuant to this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to a total of forty-eight (48) Units located in four (4) Buildings consisting of Building 11, Building 12, Building 13, and Building 14 (individually, a "Building" and collectively, the "Buildings"), all on the real estate described in **Exhibit A**, together with appurtenant improvements as Common Elements and Limited Common Elements, and grant easements to third parties.

§1.2 Applicability. This Declaration shall govern 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 to such 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 or on the Plat and Plans shall have the meanings specified in the Condominium Act. Without limiting the foregoing, the term “stormwater management facilities” means “stormwater management facilities,” as that term is defined in Section 201-18 of the Town of Windham Code of Ordinances, as the same may be amended or recodified. Without limiting the foregoing, as of the date of execution of this Declaration, such term is defined to mean “[a]ny parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures that are part of the post-construction stormwater management plan for a new development or redevelopment.”

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Plat and Floor 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, and the Floor Plans shall control over the Plat. 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. 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 “Condominium Plat of Windham Way Condominium, 10, 12, 14 and 16 Stillwater Drive, Windham, Maine,” made by Gorrill Palmer, dated _____, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page ____ (the “Plat”).

§2.2 Location and Dimensions of Buildings and Units. The term “Building” means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a Building.

The proposed areas in which Buildings and other improvements which may be erected on the Property, including Common Elements, and Limited Common Elements are shown on the Plat. The proposed location, dimensions and finish floor elevations of the Buildings, together with appurtenant Limited Common Elements, are depicted on the floor plans entitled “Windham Way Condominium, 10, 12, 14 and 16 Stillwater Drive, Windham, Maine” made by Invivid Architecture, dated _____, 2026, and recorded in the Cumberland County Registry of

Deeds in Plan Book _____, Pages ____ (the "Plans" or "Floor Plans").

The proposed location and dimensions of each Building and Units are subject to change by the Declarant until such time as each Building and Unit are legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

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

§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 Creation of Units. Initially Units [] located in Building [], together with their associated Limited Common Elements, are created under this Declaration.

The Declarant has the right to create up to a total of forty-eight (48) Units located in four (4) Buildings consisting of Building 11, Building 12, Building 13, and Building 14 (individually, a "Building" and collectively, the "Buildings"), all on the real estate described in Exhibit A, together with appurtenant improvements as Common Elements and Limited Common Elements, and grant easements to third parties.

For each Building and Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to **Exhibit B**, and a description of such Unit including each Unit's identifying number (and the identifying number of the Building containing the Unit), 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 shall be shown on the Condominium Plans

§3.2 Description of the Units. "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. For each Unit, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. 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.

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing) and interior doors wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling

coverings (including paint, wallpaper, furring, gypsum board, moldings, 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, hardware, glass, thresholds and sills;
- (d) Plumbing, kitchen and bathroom fixtures, kitchen appliances, heating and ventilating equipment, bathroom exhaust fans, dryer ducts, electric intercom systems, smoke detectors and the components thereof serving only a single Unit, if any, even if located outside of a Unit's boundaries, and;
- (e) Electrical wiring, equipment outlets and lighting devices and fixtures and from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of water and sewer utility lines, pipes and equipment serving only that Unit, all regardless of whether or not located within its general boundary lines as herein described.

A Unit generally does not include: the exterior walls, the roof, rafters and foundation, land; the pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have 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, 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.

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

(a) *Horizontal Boundary:* 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 planes at the lower surfaces of the ceiling joists, 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.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the subflooring or floor slab extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries:* The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or

other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

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

(d) *Interior Space.* All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) *Relocation.* 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 by any person, except the Declarant or any Successor Declarant.

§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 shall be set forth in **Exhibit B**.

The number of votes, and percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit B** (as it may be amended) shall control in any event.

§3.5 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. 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.

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, (i) the exterior surfaces of doors leading to or facing or (ii) the interior or exterior surfaces of windows facing 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.

§3.6 Development Right to Install Optional Limited Common Element

Improvements. Until all Units which may be created hereunder have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element areas immediately adjoining the Unit and to improve all the Limited Common Element areas immediately adjoining the Unit with sunspace, porch, landscaping, deck, patio, hardscape, and similar improvements in such areas attached to the outside of a Unit, which may include the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element.

No assurances are given with regard to the order of exercise of this development right, and the exercise of this development right for any Unit constituting a part of the Property does not require its exercise elsewhere. Upon the improvement of the area, the Allocated Interests will not be reallocated in accordance with Section 3.4. The Declarant shall prepare and record an amendment to the Declaration and Plans to conform to the requirements of Sections 1602-109 and 1602-110 of the Condominium Act. The exercise of such rights is subject to the following limitations:

- i. The improvements shall not impair the structural integrity, mechanical systems or supports of the buildings.
- ii. The improvements shall be consistent with the architectural design, construction materials and quality of construction of the adjoining building;
- iii. The improvements may be built only in the adjoining Limited Common Element areas shown on the Plans as they may be amended;
- iv. The Unit Owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense, maintaining a neat and attractive appearance at all times; and
- v. Only the Declarant may exercise the rights under this Section, which must be exercised no later than thirty (30) years from the date of recording of this Declaration.

Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election to maintain such improvements by an instrument duly executed and duly recorded, and thereafter may seal up passageways and/or remove the improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building. The Unit Owner shall maintain replace and repair the improvements at his sole expense and shall insure the improvements at his expense. The Unit Owner may request the Association to perform maintenance and repairs, the expense of which shall be assessed as a Service Charge, all subject to the agreement of the Association in its discretion, which shall become binding only by a written acceptance signed by an authorized officer thereof.

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. All Common Elements and Limited Common Elements benefiting or allocated to the Property in the Master Condominium; and
- ii. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, Stillwater Drive, the outdoor amenity area, pedestal mounted cluster mailboxes, benches and trash receptacles, project identification signs, retaining walls, guardrails, landscaping, hardscaping, vegetation, trees, snow storage areas, bicycle racks, paved access drive aisles, private access drives, and adjacent sidewalks;
- iii. The foundations, roof, exterior walls, rooftop solar panels, and all structural and load bearing portions of the Buildings;
- iv. The one hundred four (104) surface parking spaces, including handicapped parking spaces; provided, that, the Declarant reserves the right to allocate some or all of the surface parking spaces (not including handicapped spaces) as a Limited Common Element exclusive to the Building in which they exist, and/or individual Units located within such Building; and
- v. All utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, pumping station, stormwater and drainage system facilities, radon mitigation systems, and water and sewer utility lines which serve more than one Unit or which serve the Common Elements (excepting lines and equipment owned by public and municipal utilities or installed pursuant to easements serving other persons); and
- vi. 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.

Stillwater Drive, and the paved access drive aisles and private access drives are subject to reserved perpetual easements in favor of the Association, all Unit Owners, the Declarant, the Master Condominium, the Windham Village Master Condominium Association, and all unit owners of the Master Condominium, and each of the foregoing parties invitees, employees and contractors, for passage on foot and by motor vehicle, and, with respect to the Declarant under this Declaration (or the declarant under the Master Condominium), for the exercise of the Declarant's Development and Special Declarant Rights.

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

§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. Water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;
- ii. Exterior patios and the land underneath them, other open space areas now or hereafter shown and assigned as Limited Common Elements on the Plat and Plans;
- iii. Exterior doors, screen and storm doors, garage doors, exterior windows and their screens and frames, glass, tracks, hardware, locks, screens, flanges, sills and all other components of prefabricated doors and windows;
- iv. Any other patios, porches, decks, steps, movable shutters, exterior stairs and steps, stoops, thresholds, chimney if any, and any other fixture designed to serve a single Unit but located outside its Unit boundary, either as presently or hereafter built in accordance with this Declaration or shown on the Plat and Plans adjacent to a Unit and which is not defined as a part of the Unit as set forth above; and
- v. The portions of the Property shown 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 Declarant reserves the right to create and assign additional Limited Common Elements within Common Elements to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed. 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. The power to create and initially assign Limited Common Elements is exclusively held by the Declarant.

§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. 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 Exterior Improvements/Connection of Adjoining Units and Limited Common Elements.

A. Conditions Precedent. If the record owner(s) of the subject Unit(s) affirmatively elect, upon application to and subject to the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, with prior notice to any abutting Units, all to be evidenced by a recorded instrument duly executed and acknowledged setting forth the requirements itemized below, then:

- (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), 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 and construction of improvements on the Limited Common Element area; and
- (ii) for the installation of doors, windows, skylights and frames thereto 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 improvements shall be of first quality, permanent construction and shall be compatible with the architectural design of existing buildings and structures;
 - (b) Each application shall include detailed plans prepared by a licensed architect or engineer of the proposed construction and a copy of any agreement between the Unit Owner and contractors for the proposed project;
 - (c) Exterior improvements may be built only in the Limited Common Element locations;
 - (d) The Board shall determine whether the abutting Unit Owners approve or disapprove of the proposed construction. The Board shall fully consider the position of abutting Unit Owners. However, the Board may approve or disapprove a particular application notwithstanding the abutters' position based upon a full consideration of the application and the impact that the proposed construction will have upon the entire Property;
 - (e) 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 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;
 - (f) The Unit Owner shall be responsible for the construction of the 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 suppliers, and shall advise said persons of Unit Owner's responsibilities;

- (g) 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;
- (h) 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 the Unit Owner in a good and workmanlike manner and so as to minimize any inconvenience to other Unit Owners;
- (i) 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;
- (j) 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 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
- (k) The Unit owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense in a neat and attractive appearance, which may be charged to the Unit owner as a Limited Common Expense or Service Charge based on such methodology as the Board may approve.

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. The Unit Owners shall be strictly liable for any resulting damage caused by defective construction of the improvements, including without limitation post construction rot and water damage to the Unit and other Common Elements.

B. Post Completion. Upon completion of the improvements in accordance with this Section and occupancy, the Unit Owner shall be fully responsible for the costs of maintenance, repair, insurance and replacement of such improvements at the Unit Owner's expense in a neat and attractive appearance.

Upon completion of the improvements in accordance with this Section and occupancy, the Association shall provide exterior maintenance and repairs to the same extent as the Common Element improvements but at the cost of the Unit Owners, and shall obtain hazard insurance on

the improvements under the Association's master insurance policy (see Article 10 below), the expense of which shall be assessed as a Limited Common Expense or Service Charge, as the Executive Board may approve in accordance with Article 6 of this Declaration or as may be set forth in a separate recorded Agreement between the Unit Owner and the Association if required by the Executive Board, which agreement shall control in the event of any conflict with this Section that cannot be otherwise resolved. The Unit Owner shall provide all interior maintenance.

C. Revocation. 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 remove the improvements, 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

DECLARANT'S RIGHTS; BUILDING PHASING

§5.1 Declarant Rights. The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Condominium Plat and Plans, and grant and reserve easements, licenses and rights-of-way for the installation, maintenance, repair, replacement and inspection of solar panel systems, public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements or license may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, 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 construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation

of signs and lighting for sales and promotional purposes;

(d) *Reserved*;

(e) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices, to permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and to use unsold Units and the Common Elements for construction, sales, leasing and display purposes;

(f) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(g) Until the construction, marketing and sale of all Units and the Common Elements is completed, including any future Units which may be created hereunder, to approve of the creation of easements and improvements in accordance with the Declaration in accordance with the standards set forth therein;

(h) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit and the Common Elements to perform warranty-related work, whether for the benefit of than Unit or any other Unit;

(i) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements for public utilities running over, through or under the Common Elements;

(j) Until thirty (30) years from the date of the recording of this Declaration to grant easements for all purposes from time to time for the benefit of third parties including affiliates of the Declarant, including easements for access, utilities, drainage, excavation, alternation of the surface of the earth, connection to utility and sewer lines, and the installation, use, maintenance, repair and replacement of utility lines, poles, conduits, facilities and equipment, pavement, culverts, drainage ditches and swales;

(k) Those rights established under Sections 3.6 and 4.1(iv) of the Declaration;

(l) Those rights established under the Condominium Act.

§5.2 Building Phasing. Developer reserves the following rights, but not the obligation, until thirty (30) years from the date of the recording of this Declaration:

To legally create and construct up to a total of forty-eight (48) Units located in four (4) Buildings consisting of Building 11, Building 12, Building 13, and Building 14 on the real estate described in Exhibit A, together with associated Limited Common Elements, and related improvements, all pursuant to Section 1602-110 of the Condominium Act.

The Declarant shall have the continuing right but not the obligation to legally create the Units as “Building Stages.” Each Building Stage shall consist of a Building, and the Units, and initially the Declarant has determined that the first Building Stage shall consist of Building [], and each of the Units located within Building [], all as identified in Section 3.1 above. Upon the creation of each Building Stage, including the Units located in or serving such Building Stage, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Stage, the Units, and the Allocated Interests of the Units shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding said Units. The Declarant must exercise its right hereunder within thirty (30) years of the recording of this Declaration.

To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a revised Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

§ 5.3 Restrictions. The exercise of Development Rights shall be subject to the following restrictions:

- i) No changes shall be made by the Declarant or any other person to the road, utility, drainage, stormwater maintenance improvements or any other improvements located in the Common Elements forming part of the Property (whether located on land owned in fee or easement areas) required in order to comply with the Town of Windham and Maine Department of Environmental Protection’s applicable requirements, unless such changes are first approved by applicable governmental bodies with jurisdiction; and
- ii) No changes shall be made to the site or subdivision approvals from the of Town of Windham Planning Board, unless any applicable approval is received to the extent applicable.

§5.4 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant from time to time to any person(s) or entity(ies) which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.5 Amendment, Waiver, Etc.

ARTICLE 5 and Section 4.4 shall not be amended or waived nor shall any Bylaws or Rules and Regulations be adopted or amended which may infringe on the foregoing without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6 CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" as used in this Condominium Declaration" 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 Condominium 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.

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

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.

§6.2 Board of Directors Powers; Declarant Control Period.

A. General. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, 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.

B. Declarant Control Period. During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the

earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser, (b) sixty (60) days after the conveyance of seventy-five percent (75%) of all Units, including any future Units which may be created hereunder, other than a conveyance to a successor Declarant, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

During the Declarant Control Period the Declarant shall have the right to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association. The directors and Voting Representatives appointed by the Declarant need not be Unit Owners.

C. Owner Control and Voting. Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by Board of Directors composed initially of three (3) natural persons (the “Directors”), pursuant to the terms of the Bylaws of the Association.

A majority of the Members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

§6.3 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 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 after first giving the Unit Owners notice and an opportunity to be heard but the failure of a Unit Owner to receive notice shall not affect the validity of the Rules and Regulations. 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.

ARTICLE 7 FINANCIAL MATTERS

§7.1 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 supply of utility services, the establishment of reserves, and the rendering to Unit Owners of all related services, as assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges and all amounts due to the Association, including all of the Property’s obligations under the Master Declaration.

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.

§7.2 Allocation and Payment of Common Element 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.

(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 benefited 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) For electricity, telephone, internet data in excess of that provided by the Association, cable television services, water, and sewer serving each Unit, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit.

(d) The expenses of electricity serving the Common Elements, water, and sewer, if not separately metered, shall be assessed to each Unit as a Common Expense, subject of the option of the Association to sub-meter and then separately charge for water and/or sewer services, and propane centrally supplied to the Units as Service Charges. At the election of the Board of Directors, the expense of capital improvements, 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) 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, the Declaration, 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 Executive Board 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.

(g) Until such time as the Association makes a Common Expense Assessment, the Declarant is responsible for all Common Expenses, Limited Common Expenses and Services Charges, but need not establish any reserves. In any event no later than thirty (30) days after the Association makes a Common Expense Assessment, all Unit owners including the Declarant shall commence paying monthly Common Expense assessments, and Service Charges, if applicable, to the Association for all Units which have been legally created and submitted to the Condominium. The Declarant may contribute goods and services in kind for the benefit of the Association, which shall be credited to its obligation to pay Assessments.

7.3 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 or to be rendered to that Unit or its Limited Common Elements, and for the costs of water and sewer and propane fuel and propane system operation, maintenance, repair and replacement, if any, which are not separately billed by the propane supplier. 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, and sewer, propane 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; and
- (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.

§7.4 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 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 Maine Condominium Act.

§7.5 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 (1/12th) 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 Expenses, Service Charges, any 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 Maine 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 thirty (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 thirty (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 Maine 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 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.

§7.6 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.

§7.7 Initial Working Capital Fund. A segregated working capital fund for the Association shall be established into which each Unit purchaser shall pay the Association an amount equal to two (2) months common charges per Unit, at the time of initial transfer of title from the Declarant other than transfers to a successor Declarant. Such fund shall be held in a

segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. Such funds shall be used for such purposes as may be established by the Board of Directors from time to time, including without limitation the funding of repairs, improvements, reserves and operating deficits.

No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

§7.8 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 two thirds (66 2/3%) in interest vote of all Unit Owners, whether or not a quorum is present.

Within thirty (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 ten (10) nor more than thirty (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 executive board.

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 the amount of such reserve expenditures may be reasonably anticipated to cause the aggregate amount of all such expenditures to exceed ten percent (10%) of the budget (including contributions to reserves) then such expenditure shall require budget ratification by the Unit Owners in accordance with the requirements set forth above.

The requirements for the adoption and Unit Owners' approval of Special Assessments are set for in Subsection 7.2(g) above.

ARTICLE 8 MAINTENANCE AND USE

§8.1 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 Sections 1603-107(a) and 1603-115 of the Condominium Act except as otherwise provided herein.

§8.2 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 stormwater and drainage facilities, landscaping, lawn care, sewer, snowplowing of the parking areas, and surface parking spaces that are Common Elements or Limited Common Elements, area and street lighting and trash pickup (unless provided by the municipality or the

Windham Village Master Condominium Association) and, all as determined by the Board of Directors.

If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge.

§8.3 Maintenance of Windows, Doors and other 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 Limited Common Element 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 snow and ice from the patio, porch and deck, or 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) and 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 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.

§8.4 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, 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 doorbells, 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 as set forth in Sections 3.5 and 4.4, 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.

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 (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.

§8.5 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.

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

(a) *Units.* 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.

Further provided that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights and Development reserved by the Declarant, including without limitation promotional, marketing, sales office or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Reserved.*

(c) *Reserved.*

(d) *Maximum Number of Unit Occupants.* The Executive Board may adopt and amend Rules and Regulations governing the maximum number of persons who may occupy a Unit.

(e) *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.

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

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the 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.

(g) *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 noisy, 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.

(h) *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 Executive Board.

(i) *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.

(j) *Personal Property.* No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

(k) *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.

(l) *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 Town of Windham. 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.

(m) *Water and Sewer.* The sewer system shall be used only for ordinary household purposes; and in under no circumstances may any Unit Owner dispose of non-flushable or flushable wipes or sanitary napkins, into the sewer system. 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.

(n) *Heat.* Every Unit Owner must at his or her own expense maintain heat in their Unit at levels sufficient to protect the Common Elements from damage. Further, for any Unit, 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.

(o) *Hoses and Vents.* The Association may adopt Rules and Regulations requiring the periodic replacements of or specifying the types of washing machine hoses. No exhaust fans shall be vented directly into the attic areas and all such fans must vent directly into the open air.

(p) *Smoking Prohibition.* Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

(i) Definition of Smoking. The term “Smoking” shall include carrying, burning,

or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as “electronic nicotine delivery systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

(ii) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(iii) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit or from an occupant of a Unit, then the burden of proving that Smoking did not occur shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to \$100.00 for each single occurrence, in addition to all other rights and remedies of the Association. Upon a second Smoking violation, the charge for each incident constituting a violation shall increase to \$250 per incident in addition to all other rights and remedies of the Association including the recovery of its legal expenses.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days’ written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, but such person shall not be entitled to recover legal expenses. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

§8.7 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*. Passenger vehicles and trucks may be kept or stored on the Property, as well as any other type of vehicle not prohibited by applicable ordinances of the Town of Windham. 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 shown on the Condominium Plat. Parking is further regulated in Section 8.8 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, steps, signs, canopies, lights, awnings, clotheslines or other structures in the Common Elements, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) install any window covering that has anything other than a solid white backing, nor (v) do any other thing which affects the appearance from the exterior of the Common Elements including without limitation the Limited Common Elements. The Board shall have the authority to adopt Rules and Regulations regarding such matters including without limitation water shut offs, propane 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.

(c) *Signs and Flags.* No signs or flags 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 or flags as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or 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. Notwithstanding the foregoing, signs displayed from a Unit supporting or opposing a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held, are permitted.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements, 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, nor the Declarant 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.

§8.8 Parking. Motor vehicles may be parked only in those portions of the Common Elements or Limited Common Elements designated from time to time by the Board of Directors for parking spaces. No parking shall be permitted in areas posted against parking by the Board of Directors.

Other than the spaces which the Board of Directors may allocate from time to time or 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.

All vehicles must be in operable condition and fully licensed and insured for operation on public highways. No inoperable vehicles may be kept or parked or stored 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. Owners may be required to move vehicles in order to facilitate snow plowing.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate and restrict parking, the use and storage of motor vehicles generally, and to adopt fines for noncompliance with this Section 8.8 or the Rules and Regulations governing parking.

§8.9 Leasing and 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 except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period. No unit owner shall rent or lease a Unit other than in accordance with a written form of lease with a copy of the Rules and Regulations of the Association attached 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 tenant and all other guests, 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 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

- (iv) In the event that the payment of Common Expenses, Limited 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 with a copy of the Rules and Regulations of the Association attached. 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, and shall provide vehicle information, including make, model, and license plate number of each tenant.

The foregoing provisions of this paragraph (a) 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.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

§8.10 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 water which may leak or flow from 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.

§8.11 Maintenance of Stormwater and Drainage Facilities. Notwithstanding anything in this Declaration to the contrary, and consistent with Condition of Approval #2 on the approved subdivision plan, the Association shall be responsible for compliance with Article II of Chapter 201 of the Windham Code of Ordinances. Such compliance includes, but is not necessarily limited to: (i) hiring a qualified third-party inspector to, at least annually, inspect all stormwater management facilities on the Property, including but not limited to any parking areas, catch basins, drainage swales, detention basins, ponds, pipes, and related structures that are a common element (or limited common element) of the condominium, in accordance with all municipal and state inspection, cleaning, and maintenance requirements; (ii) if any of the stormwater management facilities require maintenance to function as intended by the Condominium's approved post-construction

stormwater management plan, the Association or its designee shall take all corrective action necessary to address the deficiencies. Such deficiencies shall be corrected within 60 days of notice by the Town and a record of the correction taken shall be provided to the Code Enforcement Director within said 60-day period. If it is not possible to correct the deficiency or deficiencies within 60 days, the Association shall coordinate with the Town of Windham to establish an expeditious schedule to correct the deficiency or deficiencies and will provide a record of the corrective actions taken; (iii) the qualified third-party inspector shall, on or before June 1 of each year, provide a completed and signed certification to the Code Enforcement Director, in a form identical to that attached as Appendix 1 to Article II, Chapter 210 of the Town of Windham Code of Ordinances, certifying that the person has inspected the stormwater management facilities and that they are adequately maintained and functioning as intended in accordance with the approved post-construction stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the stormwater management facilities, and, if the stormwater management facilities require maintenance or repair of deficiencies in order to function as intended by approved post construction stormwater management plan, the person shall provide a record of the required maintenance or deficiency and corrective action(s); and (iv) the Association shall pay all certification payments required by the Windham Town Council in connection with the annual certification of the aforementioned stormwater management systems. For the avoidance of doubt, the above functions may be fulfilled by the Master Association, if agreed upon in writing; however, the Association shall be jointly and severally liable for any failure of the Master Association to fulfill said requirements, including but not limited to all civil penalties and attorney's fees assessed against the Master Association and the Association pursuant to § 201-22 of the Town of Windham Code of Ordinances, as the same may be amended from time to time.

ARTICLE 9 EASEMENTS

§9.1 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 Easements 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.

§9.2 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 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.

§9.3 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 (including electronic keys, key cards, and codes) 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. Prior notice to and approval by the Board of Directors shall be obtained prior to any Unit Owner changing their locks. 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.

§9.4 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.

§9.5 Ancillary 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:

(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 adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the Buildings.

§9.6 Third-Party Easements. The Property, Common Elements (including, but not limited to, the Limited Common Elements) and Units are benefited and/or burdened by certain rights, easements, restrictions, covenants and conditions described in Exhibit A below, and in such other instruments of record in the Cumberland County Registry of Deeds which affect the Property, Common Elements (including, but not limited to, the Limited Common Elements) and Units.

ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 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.

§10.2 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).

§10.3 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 Maine 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.

§10.4 Eligible Mortgage Holder. Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage").

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. 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):

- 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, a change in 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. Any condemnation or casualty loss that affects either a material portion of the Property, or the Unit securing the mortgage of any Eligible Mortgagee.
- xi. Such other events specified in the Condominium Act.”

The terms of this Amendment shall be fully incorporated into the Declaration as if they had been originally established in the Declaration. Except as specifically corrected, clarified and amended herein, the Declaration as recorded shall remain unchanged, and in full force and effect. The Declarant hereby continues to reserve all Development, Declarant and Special Declarant Rights established in the Declaration, and the Act.

§10.5 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 10.4 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 25% over the prior year;
- iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;
- iv. Responsibility for maintenance and repairs;
- v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- vi. Alteration of the definitions of the boundaries of any Unit, including the

partition or subdivision of a Unit;

- vii. Convertibility of Units into Common Elements or vice versa;
- viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- ix. Hazard insurance or fidelity bond requirements;
- x. Imposition of any further restrictions on the leasing of Units;
- xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- xii. 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;
- xiii. 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;
- xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- xvi. 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 60 calendar days after the notice is received.

§10.6 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.

§10.7 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 11 INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, 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.

§11.2 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 that are 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 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.

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 12.3 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 Executive Board may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements.

§11.3 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 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.

§11.4 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.

§11.5 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. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner;
- iii. 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;
- iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his or her household;
- v. 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
- vi. 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.

§11.6 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 may elect to purchase additional excess flood insurance coverage; and
- (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).

§11.7 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 ten (10) 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.

§11.8 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 should 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.

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.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12 DAMAGE OR DESTRUCTION.

§12.1 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.

§12.2 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 owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a Unit is under construction prior to the creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on such Unit and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

§12.3 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 13 TERMINATION OF CONDOMINIUM

§13.1 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 percent (80%) 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.

§13.2 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.

§13.3 Successor Association. Notwithstanding the foregoing, prior to the recording of a notice of termination of the condominium within the Cumberland County Registry of Deeds, Declarant or the Master Association shall submit to the Town of Windham for review and approval, a declaration and bylaws for a substitute homeowners association or other entity that is empowered to both maintain all common elements of the former condominium, including but not limited to all stormwater improvements thereon, to charge the owners of all interests in the Property for their pro rata share of the costs of such maintenance, and lien the interests of such owner(s) in the event of nonpayment.

ARTICLE 14. EMINENT DOMAIN.

§14.1 Acquisition of Unit(s). 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 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.

§14.2 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 Elements 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.

§14.3 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 15 AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act.

In addition, certain amendments 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) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may

deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

- (i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.
- (ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either by the Board of Directors or by Unit Owners holding at least ten (10) percent of the votes 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 (or such lesser percentage as set forth in §1602-117 of the Maine Condominium Act, as may be amended) 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.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 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.

§15.4 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 16 GENERAL PROVISIONS

§16.1 Enforcement. A failure to comply with 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 the Governing Documents, (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 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 this Declaration, the Condominium Act, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 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.

§16.4 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.

§16.5 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.

§16.6 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.

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

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant 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.

§16.9 Disputes with Declarant and 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 of Directors 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 Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, 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 in writing. 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 applicable law in any court having jurisdiction thereof.

ARTICLE 17 NOTICES

§17.1 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.

[SIGNATURE PAGE TO FOLLOW]

WITNESS its hand and seal as of _____, 2026.

WINDHAM VILLAGE APARTMENTS LLC,
doing business as WINDHAM VILLAGE PHASE
1 CONDOMINIUM LLC

Witness

By: _____
Name:
Its:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2026

Personally appeared before me the above-named _____, _____ of
Windham Village Apartments LLC, doing business as Windham Village Phase 1 Condominium
LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said
capacity, and the free act and deed of Windham Village Apartments LLC, doing business as
Windham Village Phase 1 Condominium LLC.

Maine Attorney at Law | Notary Public
Name:
Commission Expiration:

EXHIBIT A
[Legal Description]

A certain lot or parcel of land located in the Town of Windham, County of Cumberland and State of Maine, being more particularly described as follows:

Unit 1 located in the Windham Village Master Condominium situated in the Town of Windham, County of Cumberland and State of Maine, established under the Declaration of Condominium, Windham Village Master Condominium, Windham, Maine, dated March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Book 42105, Page 263 (the "Master Condo Declaration"), as shown on the Condominium Plat, Windham Village Master Condominium, 770 Roosevelt Trail, Windham, Maine" prepared by Gorrill Palmer, dated Mar, 2026, revised through March 11, 2026, and recorded in the Cumberland County Registry of Deeds in Plan Book 226, Page 94 (the "Master Condo Plat").

Said Unit, and such Unit's undivided interest in the Common Elements of the Condominium, and the Limited Common Elements appurtenant thereto, are conveyed TOGETHER WITH and SUBJECT TO the following matters of record:

1. The terms, provisions, rights and easements set forth or referred to in the Maine Condominium Act, the Master Condo Declaration, the Master Condo Plat, the Bylaws, and Rules and Regulations (if any), of the Windham Village Master Condominium Association;
2. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by C. Harlan Chaplin and Lottie M. Chaplin in an instrument dated November 17, 1971 and recorded in Book 3211, Page 575.
3. Rights and easements granted to Central Maine Power Company by George C. Shaw Company in an instrument dated November 20, 1978 and recorded in Book 4371, Page 163.
4. Site Location Order Request for Transfer Findings of Fact and Order #59-4332-05250, made by the Department of Environmental Protection, State of Maine, dated January 30, 1979 and recorded in Book 4381, Page 328, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-E-T, made by the Department of Environmental Protection, State of Maine, dated August 16, 2011 and recorded in said Registry of Deeds in Book 38428930, Page 24, as affected by a Site Location of Development Act Transfer Findings of Fact and Order # L-04332-23-G-T, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 38487, Page 107, as affected by a Conditions of Partial Transfer (approval) of Windham Village Apartments, LLC, Board Order # L-4332-23-A-X made by the Department of Environmental Protection, State of Maine, dated November 29, 2023 and recorded in Book 40502 Page 162, as affected by a Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A,

made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 40805, Page 253.

5. Taking for purposes of Land, drainage and grading rights described in Notice of Layout and Taking by The State of Maine Department of Transportation for State Highway "113" (State Route #35) dated April 30, 1986 and recorded in Book 7175, Page 195; as affected by that certain Supplemental Notice of Taking dated December 2, 1986 and recorded in Book 7532, Page 337.
6. Terms and conditions affecting rights and easements in a 50 foot wide strip reserved by Shaw's Realty Co., in a Deed The Howland Corporation dated February 27, 1987 and recorded in Book 7664, Page 246; as corrected and re-recorded in Deed July 31, 1987 and recorded in Book 7995, Page 319.
7. Terms and conditions and rights and easements as set for in a Deed to Standby Corp. III from J & L Associates, dated February 13, 1989 and recorded in Book 8696, Page 151.
8. Terms, conditions, rights and easements (other than the appurtenant rights and easements) set forth in a Deed from Shaw's Realty Co. to the Town of Windham dated November 20, 1995 and recorded in Book 12331, Page 88.
9. Rights and easements granted to C M P Natural Gas, LLC by Shaw's Realty Co. in an instrument dated August 23, 1999 and recorded in Book 15043, Page 311.
10. Terms, conditions, restrictions, dedications, easements, conveyances, Right of Ways, Boundary Lines, and Lot Lines shown on a plan entitled Relieve Road, Route 35, North Windham, Maine, by William J. Doucet, P.L.S. 2263, dated June 7, 1995, and revised through November 10, 1995 and recorded in Plan Book 196, Pages 17 and 18, as affected by a Notice of Expiration of Subdivision Approval by the Town of Windham, dated February 8, 1999, and recorded in Book 14562, Page 334.
11. Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Shaw's Supermarkets, Inc., as Tenant, a Memorandum and Notice of which is dated as of June 1, 2000 and recorded on June 5, 2000 in Book 15511, Page 338.
12. Use restrictions as contained in a Lease by and between California State Teachers' Retirement System, Landlord, and Staples The Office Superstore East, Inc., as Tenant, a Memorandum of which is dated as of June 12, 2001 and recorded on July 3, 2001 in Book 16485, Page 92.
13. Terms, conditions, rights and easements (other than the appurtenant rights and easements) as set forth in that certain Easement Agreement, dated as of April 2, 2002, by and between California State Teachers' Retirement System, as Grantor, and Gorham Savings Bank, as Grantee, recorded on April 2, 2002 in Book 17490, Page 269.

14. Rights, easements, restrictions, terms and conditions as described in that certain Easement, dated as of December 9, 2002, by California State Teachers' Retirement System, as Grantor, and Maine Natural Gas Corporation, as grantee, recorded on December 30, 2002 in Book 18623, Page 164.
15. Notice of Layout and Taking by the State of Maine Department of Transportation against SP Windham Owner LLC, et al dated February 19, 2020 and recorded in Book 36541, Page 345.
16. Such state of facts as shown on the “First Amended Subdivision Shaw’s Commercial Subdivision: Windham Village Apartments, 770 Roosevelt Trail, Windham, Maine” made for Windham Village Apartments LLC by Owen Haskell, Inc., dated February 5, 2024 and recorded in the Cumberland County Registry of Deeds in Plan Book 224, Page 52.
17. Easement Deed from Windham Village Apartments LLC to Portland Water District, dated June 25, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40854, Page 33, as affected by a Corrective and Confirmatory Easement Deed, dated October 8, 2024 and recorded in Book 41043, Page 134.
18. Septic Field and Nitrate Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 273.
19. Easement Agreement by and between Windham Village Apartments LLC and B33 Windham II LLC, dated June 27, 2024 and recorded in Book 40857, Page 290.

EXHIBIT B
[Allocated Interests]

<u>Unit #</u>	<u>Unit Type</u>	<u># Bedrooms</u>	<u>Building</u>	<u>Sq. Ft.</u>	<u>Votes</u>	<u>% Interest in Common Elements</u>	<u>% Common Expense Liability</u>
1125	B-1	2	11	935	8.05%	8.05%	8.05%
1126	B-2	2	11	991	8.54%	8.54%	8.54%
1127	B-2	2	11	991	8.54%	8.54%	8.54%
1128	A-1	1	11	766	6.60%	6.60%	6.60%
2129	B-2	2	11	991	8.54%	8.54%	8.54%
2130	B-2	2	11	991	8.54%	8.54%	8.54%
2131	B-2	2	11	991	8.54%	8.54%	8.54%
2132	B-2	2	11	991	8.54%	8.54%	8.54%
3133	B-2	2	11	991	8.54%	8.54%	8.54%
3134	B-2	2	11	991	8.54%	8.54%	8.54%
3135	B-2	2	11	991	8.54%	8.54%	8.54%
3136	B-2	2	11	991	8.54%	8.54%	8.54%
11611				100%	100%	100%	100%

Exhibit 4 – Bylaws – Windham Village Master Association

**BYLAWS OF
WINDHAM VILLAGE MASTER CONDOMINIUM ASSOCIATION**

**ARTICLE I
CREATION AND APPLICATION**

Section 1.01 Creation.

A. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as the Windham Village Master Condominium (the “Condominium”) located at or near 770 Roosevelt Trail, Windham, Cumberland County, Maine, to the Maine Condominium Act pursuant to the Declaration of Condominium of Windham Village Master Condominium (the “Declaration”) as recorded in the Cumberland County Registry of Deeds. The name of the corporation is Windham Village Master Condominium Association (the “Association”).

B. The term “Premises” as used herein shall include the land, the buildings and all other improvements thereon, which initially consists of three (3) master units consisting of (a) Unit 1, consisting of four twelve-unit Buildings, (b) Unit 2, consisting of three twelve-unit Buildings, and one sixteen-unit Buildings, and (c) Unit 3, consisting of six twelve-unit buildings), together with certain Common Elements and Limited Common Elements depicted on the Condominium Plat, and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration. Notwithstanding the foregoing, Unit 3, including the Buildings and Limited Common Elements associated therewith, NEED NOT BE BUILT, and may be reconfigured in any and all manners, including location, size, number, layout, and use, subject, however, to receipt of all necessary municipal and State approvals.

Section 1.02 Application.

All present and future unit owners, mortgagees, lessees, and occupants of the Units, their contractors, agents and invitees, and any other persons who may use the Premises in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time.

Section 1.03 Office.

The principal office of the Association shall be located at the Condominium.

**ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION**

Section 2.1 Purposes.

A. The purposes of the Association are to establish an association of unit owners pursuant to the Maine Condominium Act for the governance, operation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers.

A. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Non-Profit Corporations Act, all of which the Association shall have to the extent permitted by law, and those set forth in the Declaration, the Association shall have the specific powers to:

1. Adopt and amend these Bylaws and Rules and Regulations;
2. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from unit owners, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from the Roads (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
3. To maintain, repair and replace the Common Elements and Limited Common Elements and to take all actions required or appropriate to comply with Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 40805, Page 253 (or any associated Order), including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;
4. Hire and terminate managers and other employees, agents, and independent contractors;
5. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or the unit owners on matters affecting the Condominium;
6. Make contracts and incur liabilities;
7. Regulate the use, maintenance, repair, replacement and modification of common elements, except as provided in the Declaration;
8. Cause additional improvements to be made as a part of the common elements, subject to the restrictions set forth in the Declaration;
9. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

10. Grant easements, leases and licenses for public utilities servicing or benefiting the Premises through or over the common elements;
11. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements;
12. Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Condominium Act;
14. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
15. Exercise any other powers conferred by Declaration or Bylaws;
16. Exercise any other powers conferred by the Condominium Act; and
17. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

B. The Board shall manage the Condominium and exercise such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Condominium Act.

Section 2.3 Non-Profit Status.

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Premises, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

ARTICLE III ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members in the Association shall consist exclusively of the owners of Units in the Condominium now or hereafter created in accordance with the Declaration or, following termination of the Condominium, of the former unit owners entitled to the distribution proceeds

or their heirs, successors and assigns. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of the entire interest in the unit, whereupon such membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the second Wednesday of October, or in the event that day is a legal holiday, then on the first day thereafter that is not a holiday. The annual meeting and any special meetings shall be held at the Condominium or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the board of directors of the Association, also known as the Executive Board (the "Board"), or upon the call of either of the two unit owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to the members of the Association.

Section 3.4 Notice of Meetings.

A. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed Declaration or Bylaw amendment, any budget changes and any proposal to remove an officer) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each Eligible Mortgage Holder if and as required by the Declaration:

1. By hand delivering it to the member, or
2. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association.

Section 3.5 Waiver of Notice.

The presence of the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the failure to comply with this Article. Any meeting so held without objection shall be valid for all purposes. At any annual meeting, any general business may be transacted and any action may be taken whether or not such action is indicated in the notice of the meeting.

Section 3.6 Order of Business.

A. The order of business at all meetings of the members shall be generally as follows, if applicable:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Report of the Board.
6. Report of committees.
7. Election of the Board.
8. Unfinished business.
9. New business.
10. Adjournment.

Section 3.7 Parliamentary Procedure.

At all meetings of the members or of the Board, Roberts Rules of Order, as then amended, generally shall be followed, except in the event of conflict with these Bylaws or the Declaration.

Section 3.8 Quorum.

The presence at the beginning of any meeting of the Association, in person or by proxy of unit owners whose aggregate voting interest constitutes more than fifty-one percent (51%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, persons, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any unit (other than an interest held as security for an obligation) duly recorded in its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and may vote either in person or by proxy.

B. Multiple owners of a unit shall be deemed one owner. If only one of the multiple owners of a unit is present in person or by proxy at a meeting of the Association, it is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that unit unless any of the other owners of the unit promptly protests in person or proxy to the person presiding over the meeting. In the event of a deadlock between multiple owners of a unit with respect to a vote on any action, that unit shall not be entitled to cast a vote on such action and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to take such action.

C. Votes allocated to a unit may be cast pursuant to a written proxy duly executed by the unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not signed and dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the unit has not been so transferred of record, it shall satisfy the Secretary that it so controls the unit.

E. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each unit shall have one vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of votes cast.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those members present shall determine any question except the election of directors (which shall be as provided below) and unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. To the extent required by the Condominium Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest approving an action shall be measured against the total voting interest regardless of whether or not such unit owners are present at the meeting.

Section 3.10 Adjournment.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members at a meeting duly called therefor.

ARTICLE IV EXECUTIVE BOARD

Section 4.1 Number and Qualifications.

The affairs of the Association shall be governed by the Board composed of three (3) directors pursuant to the terms below. Following the expiration of the Declarant Control Period, the members shall appoint or elect three (3) directors, one for a period of three years, one for a period of two years, and one for a period of one year. Each Unit so declared shall have the right to appoint one director. To the extent any Unit is further submitted to the Maine Condominium Act, the President of such sub-condominium shall be the director for said Unit. The number of directors or the method of election or appointment of directors may not be changed except by a unanimous vote of the members.

Section 4.2 Term of Office.

Directors shall hold office until a successor director has been appointed pursuant to Section 4.1 above.

Section 4.3 Powers and Duties.

The Board generally shall act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, these Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically are reserved to the members.

Section 4.4 Other Duties.

In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board shall be responsible for the following:

- A. Appointment of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the common elements and limited common elements, including the maintenance, repair and replacement thereof;
- C. Determination and collection of common expenses assessments and service charges from the unit owners and the regulation of the Association's fiscal affairs;
- D. Establishment of reserves, in the discretion of the Board, for the maintenance, repair and replacement of common elements and limited common elements and for contingencies;
- E. Engagement and termination of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the common elements, and to fix the terms of their engagement and their compensation and

- authority; and
F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.

The Board may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies.

A vacancy in the position of a director for whatever reason shall be filled by the owner of the unit appointing such director.

Section 4.7 Removal of Directors.

A director may only be removed by the owner the unit that appointed that director.

Section 4.8 Compensation.

No compensation shall be paid to directors for their services as directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Board shall be held immediately following the annual meeting of the Association members and at the same place, and no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Board (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board shall be given to each director, personally or by delivery to his unit, or by telephone, at least ten (10) days prior to the day named for such meeting. Upon reasonable advance notice, Board members may elect to attend any meeting via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Board members, but Board members wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services.

Section 4.11 Special Meetings.

Special meetings of the Board may be called by the President on ten (10) days' prior notice to each director, given personally or by delivery to his unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may also

be called by the President upon the written request of a director. Upon reasonable advance notice, Board members may elect to attend any special meeting via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Board members, but Board members wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services.

Section 4.12 Waiver of Notice.

Before or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless such director's attendance is only to object to the form of notice of such meeting. If all the directors are present at any meeting of the Board, except to object as provided above, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board Quorum.

At all meetings of the Board, the presence of a majority of the directors at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the directors present shall be the acts of the Board. If at any meeting of the Board a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action that may be taken at a meeting of the directors may be taken without a meeting if all of the directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Board meetings and shall have the same effect as a unanimous vote at a duly-called Board meeting.

ARTICLE V OFFICERS

Section 5.1 Designation.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the directors. The directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be directors, as in their judgment may be necessary.

Section 5.2 Election of Officers.

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

Section 5.3 Removal of Officers.

Upon a majority vote of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President.

The President shall be the chief executive officer of the Association and shall be a director. He or she shall preside at all meetings of the Association and of the Board.

Section 5.5 Treasurer.

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He or she shall be responsible, subject to the direction of the Board, for the preparation and dissemination to the members of all financial reports, and budgets, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Board or of the Association members, shall give all notices as provided by these Bylaws or the Declaration, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor.

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

Section 5.8 Amendments to Declaration.

The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 Accounting.

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices consistently applied. Within one hundred and twenty (120) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that fiscal year. All financial records of the Association, except as provided in the Declaration, shall be available for examination by unit owners, Eligible Mortgage Holders and their duly authorized agents and accountants at reasonable times with reasonable advance notice.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. At least thirty (30) days prior to the annual members' meeting, the Board shall send a summary of such budget to each member. As provided in the Declaration, the proposed budget approved by the Board shall be adopted unless rejected by a majority in interest vote of the unit owners at the annual members' meeting.

B. The budget shall include the estimated amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

1. Management and administration expenses;
2. The cost of operation, inspection, repairs, maintenance, replacement, and improvements of common elements, limited common elements and facilities benefiting the Condominium;
3. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed to unit owners;
4. A segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance shall be established to hold adequate working capital and operating reserves including general operating reserves, reserves for contingencies, reserves for losses not covered by insurance or due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common elements and limited common elements the Association is obligated to maintain, including but not limited to all stormwater facilities on the Property; and
5. Such other expenses of the Association as may be approved by the Board including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted, the members shall continue to pay that monthly amount which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of common expense assessments due, but each member shall pay his assessment promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of common expense assessments as defined in the Declaration without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, multiplied by his respective common expense liability. Each member shall become liable to the Association, and a lien shall arise against his unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common expense liability in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon thirty (30) days written notice of default or once a member has been provided two (2) written notices of default in any calendar year (notwithstanding that the monthly installments have been paid prior to the expiration of the 30-day cure period), the entire remaining balance thereof for the fiscal period shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due its share of the assessments or any service charges, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of ten percent (10%) 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 assessments and service charges with such late charges as may be determined by the Board, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such member. Recording of the Declaration constitutes record notice and perfection of the lien for assessments, service charges, user fees, including penalties, late charges, interest, attorneys' fees and other costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien against a unit, signed by an officer or director of the Association or by an agent authorized by the Board, but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board may, in its discretion, exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts. In any action to foreclose the lien for common expense assessments, service charges, user fees, late charges, penalties, interest, attorneys' fees, or costs of collection against any owner of a unit, the Association may act, through its manager or the Board, in the same manner as any mortgagee of real property. The manager or the Board 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 in its discretion. A suit to recover a money judgment for unpaid common expense assessments, service charges, user fees and penalties 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. Any lien created hereunder is extinguished unless action to enforce the lien is started within five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges.

Service charges (other than common expenses assessments) may be assessed separately to each unit or group of units benefited thereby and shall be paid by the unit owner(s) within thirty (30) days of deposit in the U.S. Mail or hand delivery, and shall constitute a lien on the unit of the same status as a lien for common expenses set forth in Section 6.2 above.

Section 6.4 Revised and Special Assessments.

A. If at any time the Board shall determine the amount of the common expense assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common expense assessments shall be determined and paid on the basis of such revision.

B. The Board may, upon determining that circumstances exist that require immediate assessment of the members, make special assessments, not to exceed an amount equal to six (6) current monthly assessments for each unit, unless approved by the members, which special assessments shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year.

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

Section 6.6 Capital Improvements.

The approval of sixty-seven percent (67%) in voting interest of the members shall be required to make a capital improvement to the common elements in an amount in excess of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all unit owners as an assessment.

Section 6.7 Enforcement of Declaration and Bylaws.

Every unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, whether or not an action is initiated, in collecting any delinquent assessments, service charges or fees due from such unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the rules and regulations against such owner or any occupant of such unit.

Section 6.8 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the units, common elements and limited common elements of the Condominium, the Board may from time to time adopt, modify, and revoke, in whole or in part, such reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such rules and regulations, upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each unit and shall be binding upon all members of the Association and all persons present on the Condominium.

ARTICLE VII EXECUTION OF INSTRUMENTS

Section 7.1 Instruments Generally.

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Board may designate, unless otherwise unanimously voted by the Board.

ARTICLE VIII LIABILITY OF DIRECTORS AND OFFICERS

Section 8.1 Exculpation.

No director or officer of the Association shall be liable for acts or defaults of such director or any other director or officer, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or gross negligence.

Section 8.2 Indemnification.

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, director, agent or employee of the Association against all expenses including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence or absent a final adjudication thereof, excepting such matters in which the Board (excluding any interested director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against such director and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to

indemnify such director.

ARTICLE IX
AMENDMENT AND INTERPRETATION

Section 9.1 Amendment.

Except where expressly provided to the contrary herein, these Bylaws may be amended, modified, or revoked in any respect from time to time by vote of sixty-seven percent (67%) or more in voting interest of the members of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association.

Section 9.2 Conflict.

In the event of any conflict between these Bylaws and the provisions of the Declaration, the latter shall govern and apply.

Exhibit 4.1 - Bylaws – Windham Way Condominium Association (*draft*)

BYLAWS OF WINDHAM WAY CONDOMINIUM ASSOCIATION

ARTICLE I. **CREATION AND APPLICATION**

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as **WINDHAM WAY CONDOMINIUM** (the "**Condominium**") located in the Town of Windham, Maine to the Maine Condominium Act pursuant to the Declaration of Windham Way Condominium (the "**Declaration**") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is **WINDHAM WAY CONDOMINIUM ASSOCIATION** (the "**Association**").

The term "**Property**" as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Common Elements, the Limited Common Elements, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

The Property is also subject to the Declaration of Condominium, Windham Village Master Condominium, dated _____, 2026, and recorded in the Cumberland County Registry of Deeds in Book ___, Page ___, as it may be amended or supplemented from time to time (the "Master Declaration**"). The Master Declaration establishes the Windham Village Master Association (the "**Master Association**"), which maintains certain development-wide infrastructure and provides certain development-wide services for which the Association (and the Unit Owners) are responsible to pay a proportionate share of.**

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration, and if not defined in the Act or the Declaration, then defined in the Master Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, guests, invitees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "**Board of Directors**").

Section 1.03 Office. The principal office of the Association shall be located at [], or such other location as the Board of Directors shall determine.

Section 1.04 Interpretation. In the event of any conflict or discrepancy among the Declaration including the Plat and Plans, the Bylaws, and the Rules and Regulations, the provisions of the Declaration shall govern.

ARTICLE II. **PURPOSES AND POWERS OF THE ASSOCIATION**

Section 2.1 Purposes. The purposes of the Association are to establish a nonprofit corporation pursuant to the Declaration, the Maine Nonprofit Corporation Act and the Maine Condominium Act

for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Declaration and the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Nonprofit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to, subject to the reserved rights of the Declarant:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments from Unit Owners for Common Expenses and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from the Roads (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
- C. To maintain, repair and replace the Common Elements and Limited Common Elements and to take all actions required or appropriate to comply with Site Location of Development Act Amended Findings of Fact and Order # L-04332-87-I-A, made by the Department of Environmental Protection, State of Maine, dated July 26, 2021 and recorded in Book 40805, Page 253 (or any associated Order), including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;
- D. Hire and terminate managers and other employees, agents, and independent contractors;
- E. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit Owner for such purposes;
- F. Make contracts, borrow money and incur liabilities;
- G. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit Owners affected;
- H. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;
- I. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- J. Grant easements, leases, concessions, and licenses for public utilities and other facilities servicing or benefiting the Property through or over the Common Elements upon notice

to the Owners as set forth in Section 9.1;

- K. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;
- L. Impose charges and interest for late payment of Common Expense Assessments, Service Charges, fees and, after notice and an opportunity to be heard, impose reasonable penalties and fines for violations of the Declaration, the Master Declaration, Bylaws, and Rules and Regulations of the Association;
- M. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Expense assessments and Service Charges or resale certificates furnished in accordance with the Maine Condominium Act;
- N. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- O. Pledge, assign and grant a security interest covering all revenues including regular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote of the Unit Owners;
- P. Exercise any other powers conferred by the Declaration, or these Bylaws, and the Rules and Regulations;
- Q. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act and the Maine Condominium Act; and

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Nonprofit Corporation Act and the Maine Condominium Act.

Section 2.3 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, Common Expense assessments, or Service Charges.

ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit Owners entitled to the distribution proceeds or their heirs, successors and assigns. There shall be one class of members. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit Owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Unit accomplished in accordance with the Declaration, whereupon his or her membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest

therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the Unit Owners shall be held annually each successive year on the third Wednesday of April or if that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the Unit Owners may be held at any time upon the call of the Board of Directors, or upon the call of thirty percent (30%) or more in voting interest of the Unit Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary, President or any other person designated by the Board of Directors shall promptly cause notices of the meeting to be sent to all Unit Owners. No business may be conducted at a special meeting except as stated in the notice of the meeting.

Section 3.4 Notice of Owners Meetings. A written notice of each meeting of the Unit Owners, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or Board Member) shall be sent at the direction of the President or Secretary or by another person designated by the Board of Directors or their designee at least ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, provided that for meetings to consider the rejection of a budget or budget amendment notice shall be accompanied by a mailing of the budget summary if so required by Section 1603 103(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed with the records of the Association as set forth below and to each Eligible Mortgage Holder, if any, and as required by the Declaration:

- A. By hand delivering it to the Unit Owner or leaving it at the Unit, or
- B. By mailing it, postage prepaid, addressed to the Unit Owner at the address of the Unit or any other address designated in writing by that Unit Owner with the records of the Association, or
- C. Notices may be sent by email or other types of electronic communications in compliance with the Condominium Act if specifically authorized by the Member, notices.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the Unit Owners in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any Owner shall object at the meeting to the non-compliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business for Owners Meetings. The order of business at all meetings of the Unit Owners shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Review and approval of the minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Board of Directors, Robert's Rules of Order as then amended or any similar provisions as may be adopted by the Rules and Regulations shall be followed, except that in the event of conflict of Robert's Rules of Order with these Bylaws or the Declaration or any applicable provisions of the Rules and Regulations, as the case may be, then the later documents shall prevail.

Section 3.8 Quorum. The presence in person or by proxy at the beginning of any meeting of the Association of the Unit Owners whose aggregate voting interest constitutes not less than twenty percent (20%) of the total voting interest therein shall constitute a quorum for the transaction of all business.

The Unit Owners present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or her or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one member. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the vote allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly signed by a Unit Owner and filed with the Secretary or the Secretary's designee. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a

meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice, as determined by the Secretary or other person designated by the Board of Directors of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. Written proxies, ballots and other records pertaining to voting by Owners shall be retained for one year after the election, action or vote to which they relate.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Unit.

E. The Declarant may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. As specified in the Declaration, each Unit shall each have the number of votes allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B of the Declaration (as it may be amended) shall control in any event. A "majority" vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest as set forth in the Declaration, regardless of whether or not such Unit Owners are present.

H. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services. The Association shall provide reasonable cooperation in arranging such services. The Board of Director's decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by the President subject to change by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting if adjourned to a date which is less than thirty (30) days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When any meeting is adjourned, for whatever reason, for thirty (30) days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the Association may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners without a Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all

the Unit Owners entitled to vote on such action and are filed with the Secretary or other person designated by the Board of Directors as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) natural persons appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect three (3) natural persons as directors (the “Directors”). The number of Directors may be increased, from time to time, by a Majority Vote of the Members, to not more than five (5) natural persons. A majority of directors shall be the owner or the spouse of an owner of a Unit, or if a Unit Owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary, appointed personal representative, or designated agent thereof.

Section 4.2 Election and Term of Office and Resignation. Upon the expiration of the Declarant Control Period as defined in the Declaration, the initial Directors shall be elected as follows: one (1) for a term of three (3) years, one (1) for a term of two (2) years, and one (1) for a term of one (1) year. At the expiration of the initial term of office of each Director, his or her successor shall be elected to serve a term of three (3) years so that the terms remain staggered. Notwithstanding the foregoing, a director shall hold office until his or her successor has been elected and taken office. A Director who replaces a Director before his or her or her term expires shall serve out the remaining term of such Director.

A Director may at any time resign his/her office by a resignation in writing delivered to the President or Secretary. Such resignation shall be effective upon receipt, unless otherwise stated, and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the Unit Owners.

In accordance with the Maine Nonprofit Corporation Act, a Director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Director reasonably believes to be in the best interests of the Association.

In discharging the Director’s duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association or its management company whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel or a public accountant or a manager or other person as to matters the director reasonably believes are within the person’s professional or expert competence; or a committee of the Board of Directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the Unit Owners of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;
- C. Subject to the Declaration the determination and collection of assessments for Common Expenses, Limited Common Expenses, Special Assessments and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from the Roads, private alleys (and any improvements located therein, or road right of way including sidewalks, signs, center islands and the like) and on-street parking (unless accepted as public streets by the Town), Common Elements, Limited Common Elements, and stormwater and drainage improvements and facilities;
- D. Establishment of reserves for the maintenance, repair and replacement of Common Elements (including without limitation the Limited Common Elements) and for contingencies.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees and appointment of committee members to serve at the pleasure of the Board.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association, a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on thirty days' notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, resignation, or the removal of a Director by a vote of the Unit Owners, or by the expiration of the Declarant Control Period shall be temporarily filled by vote of the remaining Directors until the replacement is elected by the Unit Owners at the then or next annual meeting, and provided that if the Unit Owners vote to remove a Director they may elect a replacement Director at that Owners' meeting without need to give express notice of such election. All such replacement Directors elected by the Owners shall serve for the remainder of the unexpired term of the former Director.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a two thirds (2/3) in interest vote of the Unit Owners. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Unit Owners' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors or officers for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall

have been adopted by the Unit Owners before or after the services are undertaken. Directors and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as approved by vote of the Board of Directors.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following or within ten (10) days after the annual meeting of the Association; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Unit or by telephone or by email, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon the written request of a majority of the Directors then in office. Three (3) days' notice of special meetings shall be given to each Director personally or by delivery to his or her Unit, or by telephone or by email, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice by Board Members. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Required Notice of Board Meetings to Unit Owners. In accordance with the Maine Condominium Act, the Board of Directors shall give timely notice reasonably calculated to inform unit owners of the date, time and place of and topics proposed to be discussed at meetings of the Board of Directors, including without limitation the general nature of any proposed amendment to the Declaration, the Bylaws, or the Rules and Regulations, any budget changes and any proposal to remove an officer. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail or by other means, but actual notice need not be delivered to each unit owner. Failure of a unit owner to receive notice does not invalidate any action taken by the Board of Directors at a meeting.

Section 4.14 Attendance at Board Meetings by Unit Owners. Unit Owners have the right to attend meetings of the Board of Directors, subject to reasonable rules established by the Board of Directors. In the discretion of the presiding officer and on such terms as he or she may establish, individual Unit Owners may speak at meetings of the Board of Directors.

The Board of Directors may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to:

- (i) Consult with the Association's attorney concerning legal matters;
- (ii) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iii) Discuss labor or personnel matters;
- (iv) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
- (v) Prevent public knowledge of the matter to be discussed if the Board of Directors determines that public knowledge would violate the privacy of any person.

A final vote or action may not be taken during an executive session.

Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet. At all meetings of the Board of Directors, the presence at the beginning of a meeting of persons entitled to cast at least fifty percent (50%) of the votes of the Directors, including shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.16 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers and Standard of Care. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office until the first meeting of the Board of Directors following the next annual meeting of Unit Owners and until their successors are chosen and qualified; provided, however, that all officers and committee members shall hold office at the pleasure of the Board.

In accordance with the Maine Nonprofit Corporation Act, an officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association and its Unit Owners.

Section 5.3 Removal and Resignation of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Any officer may at any time resign his or her office by a resignation in writing delivered to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the Unit Owners or directors, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which are incidental to the office of President of a Maine business corporation. The President shall also be the Association, Board of Directors and Condominium Unit Owners duly appointed and authorized representative at all meetings of the Master Association.

Section 5.5 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Unit Owners of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have all of the powers and duties which are incidental to the office of treasurer of a Maine business corporation.

Section 5.6 Secretary. The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors and of the Association (but may delegate the act of keeping minutes), shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary or their designee shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor. The Board of Directors may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing, to act as auditor of the Association and to perform such audits, reviews and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to the Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting and Records.

A. Books and accounts of the Association and income tax returns shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Unit Owners with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

B. In accordance with the Maine Condominium Act, the Association must retain the following records:

- (1) Records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records for the past six (6) years;
- (2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the unit owners or Board of Directors without a meeting and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
- (3) The names of current Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the US Mail addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Unit Owner is entitled to cast, and email addresses of Owners may be furnished only if the Unit Owner has consented;
- (4) Copies of its original or restated organizational documents and bylaws and all amendments to them and all rules currently in effect;
- (5) All financial statements and tax returns of the Association for the past three (3) years;
- (6) A list of the names and addresses of its current Board of Directors members and its current officers;
- (7) The Association's most recent annual report delivered to the Secretary of State;
- (8) Financial and other records sufficiently detailed to enable the Association to comply with section 1604-108 of the Maine Condominium Act;
- (9) Copies of current contracts to which the Association is a party;
- (10) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
- (11) Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate.

C. Subject to the limitations set forth below and to the extent required by the Maine Condominium Act, all records retained by the Association must be available for examination and copying by a Unit Owner or the Unit Owner's duly authorized agent during reasonable business hours or at a mutually convenient time and location; and upon 10 days' notice in writing reasonably identifying the specific records of the Association requested.

Provided however that records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- (i) Personnel, salary and medical records relating to specific individuals;
- (ii) Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (iii) Existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iv) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or Rules and Regulations;
- (v) Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (vi) Information the disclosure of which would violate any governmental law or

regulation, other than the Maine Condominium Act;

(vii) Records of an executive session of the Board of Directors; or

(viii) Individual unit files other than those of the requesting unit owner.

The Association may charge a reasonable fee for providing copies of records under this Section and for supervising the Unit Owner's inspection. The Association is not obligated to compile or synthesize information.

The right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner, but the Association may require the advance payment of the reasonable fee as set forth above.

Information and records provided pursuant to this Section may only be used in connection with the management of the Association and the duties, rights or responsibilities of Unit Owners, officers or Directors under this Act or the Association's governing documents, and may not be used for commercial purposes or for any other purpose not reasonably related to authorized uses. The recipient may be required to confirm that the records and information received will be used in compliance with these restrictions.

Section 6.2 Budget and Assessments.

A. The Board of Directors shall cause an annual budgets to be prepared based on its estimate of annual income and expenses and shall review and adopt said budgets annually. Within thirty (30) days of the Board's adoption of the proposed budget, the Board shall send a summary of such budget to each Unit Owner.

The budget shall be assessed to all Unit Owners and must be approved by a majority of all Directors.

The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest vote of all Unit, then the budget shall be deemed to have been ratified whether or not a quorum is present. Unless the budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board.

As set forth in the Declaration and the Act, certain special assessments payable over a period extending beyond one fiscal year require the approval by a majority in interest vote of all the Unit Owners, and in the event of an emergency the Board of Directors may make special assessments in an amount not to exceed two months common charges without need for approval by the Unit Owners.

B. The budgets shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- i. Management and administration expenses;
- ii. The cost of operation, inspection, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements, including but not limited to all stormwater management facilities, and such parts of the Buildings or Units which the Association is responsible for the maintenance, repair and replacement of;
- iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a Service Charge is assessed;

- iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, and the Roads, private roads, drive aisles, and stormwater and drainage improvements and facilities the Master Association is obligated to maintain, all to be held in a segregated fund in a Maine financial with an office in the State of Maine or in obligations of the United States of America; and
- v. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

The Board of Directors shall have the power to expend funds and incur expenses that are reasonably anticipated to cause the aggregate amount of all such expenditures including contributions to reserves, not to exceed 10% of the total annual budget, with any greater amounts requiring the ratification of a new budget by the Unit Owners except in an emergency.

C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of Common Charges, special assessments and Service Charges due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.

D. Each Unit Owner shall be personally responsible to pay his or her share of Common Charges and assessments without setoff or deduction, which shall be an amount equal to the applicable Association budgets, net of other income and Service Charges as defined herein, multiplied by his or her respective common expense liability as set forth in Section 3.4 and Exhibit B of the Declaration. If the Board of Directors reasonably determines that any member of the Association does not directly or indirectly benefit from a particular service provided by the Association (or benefits less than other members from a particular service), then it has the discretion allocate Assessments for such service based upon the amount of benefit received by each member.

Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period. Each Unit Owner may pay his or her share of the Common Expense assessments in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full if so directed by the Board of Directors.

E. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments or any other Service Charges, user fees and penalties, fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Expense assessments and Service Charges with such late charges 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. Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Service Charges, user fees, including penalties, fines, late charges, interest and costs of collection.

The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or Board Member 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.

F. If such payments are not received within thirty (30) days after they become due, the Board shall be entitled to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, 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. The delinquent Unit Owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Expense assessments, assessments, Service Charges, user fees, late charges, penalties, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, 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, assessments, Service Charges, user fees and penalties, fines 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.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within Five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to any Unit Owner, or group of owners of such Units benefited thereby, and shall be paid, unless otherwise established by the Board of Directors, by the Unit Owner within fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Expense assessments set forth in Section 6.2.

Section 6.4 Revised, Emergency and Special Assessments.

A. Revised Assessments. If at any time the Board shall determine the amount of any of the budgets is inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget, all subject to the rights of Unit Owners to reject such amendment by a two thirds (2/3) in interest vote at a meeting of said Unit Owners called within such 30 day period.

Upon determining that an emergency exists which requires the immediate assessment of the Unit Owners, the Board may make a one-time additional Common Expense assessment, not to exceed an amount equal to two (2) months current regular Common Expense assessment for each Unit unless a greater amount is ratified by the Unit Owners in accordance with normal budget procedures, which shall be due and payable when delivered to the Unit Owners.

In order to fund significant improvement, repair or renovation projects and associated costs, the Board of Directors 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, subject to the affirmative approval of a majority in interest of all Unit Owners if payments on the Special Assessment extend beyond the current fiscal year ("Special Assessment").

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such January 1 to December 31 or as may from time to time be established by the Board of Directors.

Section 6.6 Capital Improvements/Pledge. The approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association shall be required to (i) make any new capital improvements to the Common Elements which cost an amount in excess of Thirty-five percent (35%) of the aggregate Common Expense assessments against the Unit Owners during the prior fiscal year, exclusive of Service Charges, and (ii) to approve the Board of Directors' exercise of its power to pledge, assign and grant a security interest covering all revenues including Common Expense assessments and Service Charges in order to raise funds for repairs. Renovations, repairs, replacements and associated costs and expenses with respect to the Common Elements shall not be considered improvements.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common Expenses, Special assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien securing the foregoing, collecting any penalties, fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all members of the Association and all persons present on the Condominium. Such Rules and Regulations may not contradict the Declaration.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the Unit Owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit Owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him or her of his or her Unit or other evidence of his or her title thereto and file such evidence of his or her title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. It shall be the responsibility of each Unit Owner to procure adequate insurance covering the contents of his or her Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the Unit Owner unless insured through the Association's policy, all as further appears in and subject to the Declaration.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit Owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the Unit Owners of the individual Units upon at least Thirty (30) days' notice to the Unit Owners unless a special meeting of the Unit Owners is called within such period and the Unit Owners vote to reject such grant. No such rights may be created through any Unit without the written consent of the Unit Owners thereof and no such easement shall materially impair the use and enjoyment of the Condominium.

ARTICLE X.
LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No Board Member or officer of the Association shall be personally liable for acts or defaults of himself, herself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or recklessness.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, Board Member, agent or employee of the Association against all expenses including

reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or recklessness towards the Association or absent a final adjudication thereof, and also excepting such matters in which the Board of Directors(excluding any interested Directors) determines any such person acted with willful misconduct or recklessness. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any such liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such or the Condominium as a whole shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI. BYLAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the Unit Owners of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Nonprofit Corporation Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association.

Section 11.2 Interpretation.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

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 these Bylaws, or the intent of any provision thereof.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

No restriction, condition, obligation or provision contained in these Bylaws 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 thereof which may occur.

In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Nonprofit Corporation Act or the Maine Condominium Act, the latter shall govern and apply.

[end of document]

Exhibit 5 - Condominium Plans and Plats (*reduced copies – drafts, not yet recorded*)

LEGEND

- CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT
NNBB NEED NOT BE BUILT
UNIT 1 BUILDINGS 11, 12, 13, AND 14
UNIT 2 BUILDINGS 7, 8, 9, AND 10
UNIT 3 BUILDINGS 1, 2, 3, 4, 5, AND 6

NOTES:

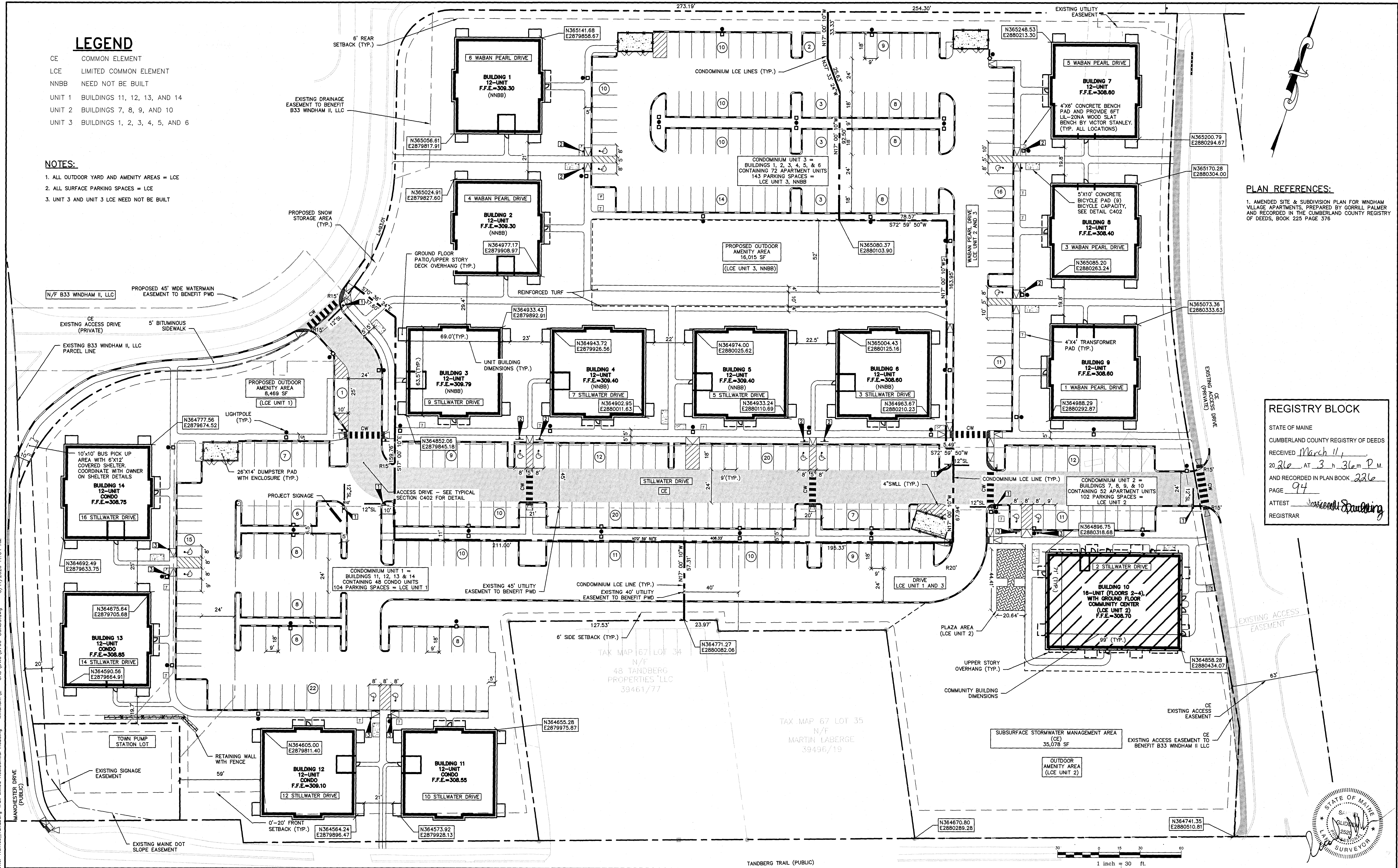
- ALL OUTDOOR YARD AND AMENITY AREAS = LCE
- ALL SURFACE PARKING SPACES = LCE
- UNIT 3 AND UNIT 3 LCE NEED NOT BE BUILT

PLAN REFERENCES:

1. AMENDED SITE & SUBDIVISION PLAN FOR WINDHAM VILLAGE APARTMENTS, PREPARED BY GORRILL PALMER AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 226 PAGE 376

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED March 11
2026 AT 3:36 P.M.
AND RECORDED IN PLAN BOOK 226
PAGE 94
ATTEST [Signature]
REGISTRAR



U:\Gravel Homes\3796_Gravel Homes_Tandberg Trail Mixed Residential Housing - Windham.V - CAD\DWG\3796-CONDO.dwg 3/11/2026 11:04 AM

Rev.	Date	Revision

FINAL - FOR RECORDING	3-11-26	DJG
Issued For	Date	By

Design: LEL Draft: CEH Date: MAR 2026
Checked: DJG Scale: 1"=30' Job No.: 3796
File Name: 3796-CONDO.dwg
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.



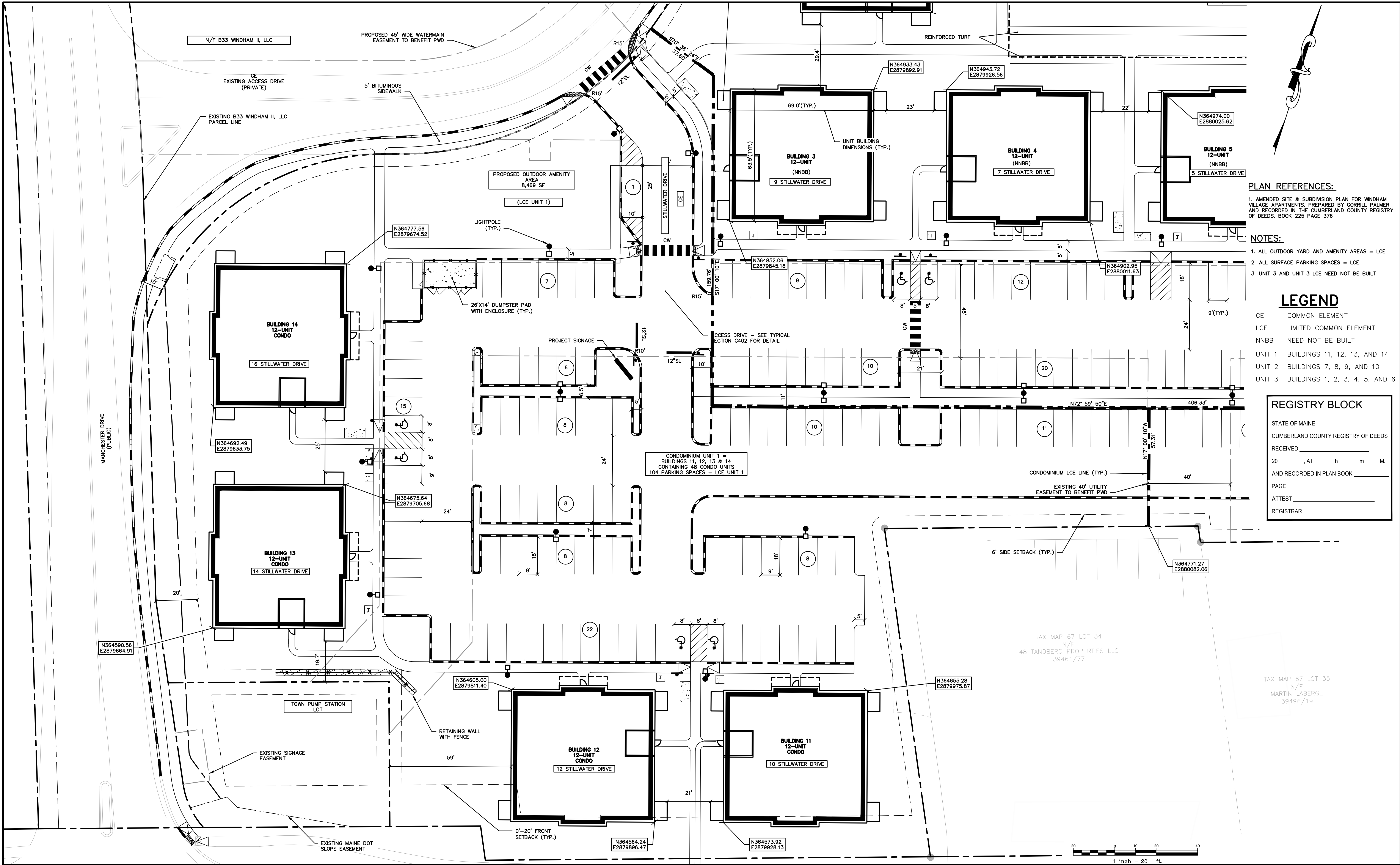
Gorrill Palmer, an LJB Engineering Company
GorrillPalmer.com
(207) 772-2515
300 Southborough Drive - Suite 200
South Portland, ME 04106

Drawing Name:	Condominium Plat
Project:	Windham Village Master Condominium 770 Roosevelt Trail, Windham, Maine 04062
Client:	Record Owner: Windham Village Apartments, LLC 40 Farm Gate Road, Falmouth, ME 04105

Drawing No.

C004

U:\Gorral-Homes\3796-Gorral-Homes_Tandberg_Trail_Mixed_Residential_Housing - Windham\Z - CAD\DWG\3796-CONDO UNIT 1.dwg 3/24/2026 3:02 PM



PLAN REFERENCES:

1. AMENDED SITE & SUBDIVISION PLAN FOR WINDHAM VILLAGE APARTMENTS, PREPARED BY GORRILL PALMER AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS, BOOK 225 PAGE 376

NOTES:

- ALL OUTDOOR YARD AND AMENITY AREAS = LCE
- ALL SURFACE PARKING SPACES = LCE
- UNIT 3 AND UNIT 3 LCE NEED NOT BE BUILT

LEGEND

- CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT
NNBB NEED NOT BE BUILT
UNIT 1 BUILDINGS 11, 12, 13, AND 14
UNIT 2 BUILDINGS 7, 8, 9, AND 10
UNIT 3 BUILDINGS 1, 2, 3, 4, 5, AND 6

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____
20 ____ AT ____ h ____ m ____ M.
AND RECORDED IN PLAN BOOK ____
PAGE ____
ATTEST _____
REGISTRAR

Rev.	Date	Revision

Issued For	Date	By

Design: LEL Draft: CEH Date: DEC 2022
Checked: DJG Scale: 1"=20' Job No.: 3796
File Name: 3796-CONDO UNIT 1.dwg
This plan shall not be modified without written permission from Gorral-Palmer Consulting Engineers, Inc.(GPCE). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.

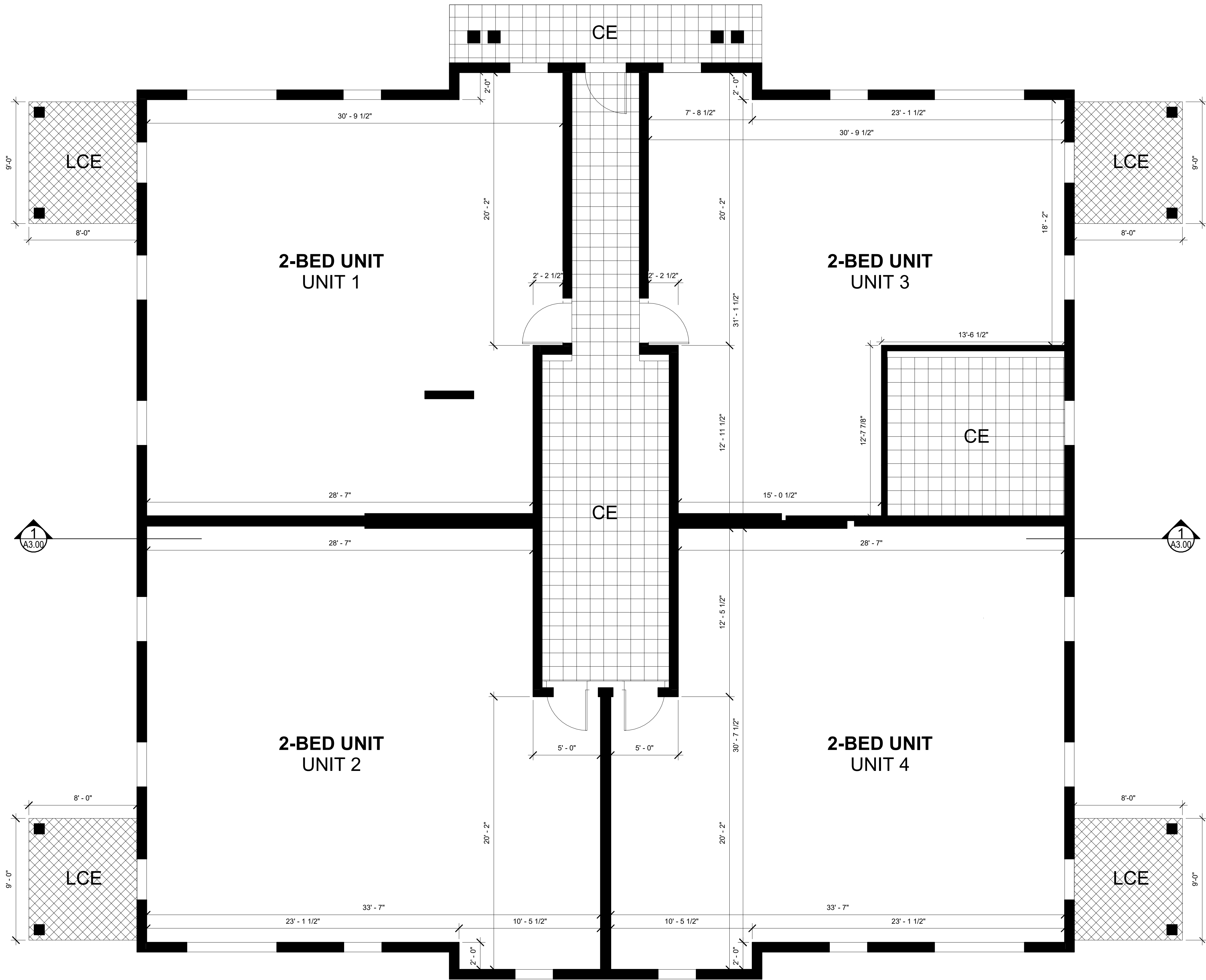


GORRILL PALMER
An LJB Engineering Company

Gorrill Palmer, an LJB Engineering Company
GorrillPalmer.com
(207) 772-2515
300 Southborough Drive - Suite 200
South Portland, ME 04106

Drawing Name:	Condominium Plat – Unit 1
Project:	Windham Village Master Condominium 770 Roosevelt Trail, Windham, Maine 04062
Client/Record Owner:	Windham Village Apartments, LLC 40 Farm Gate Road, Falmouth, ME 04105

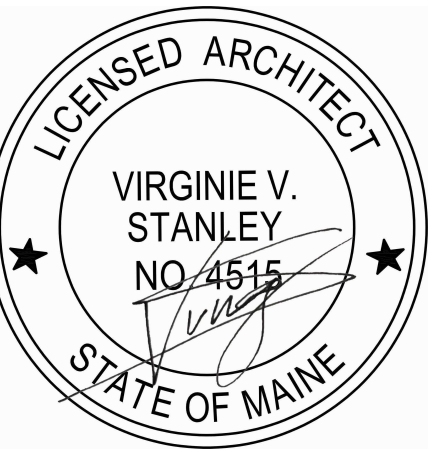
Drawing No.
C004A



STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h ____m ____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

architecture
invivid

631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602



Project:
**WINDHAM VILLAGE -
APARTMENTS**

TANDBERG TRAIL,
WINDHAM, ME 04062

Owner/Client:
WINDHAM VILLAGE
APARTMENTS LLC
40 FARM GATE ROAD,
FALMOUTH, ME 04105

Consultant:

Revisions:

Key Plan:

CONDO DOCS KEY

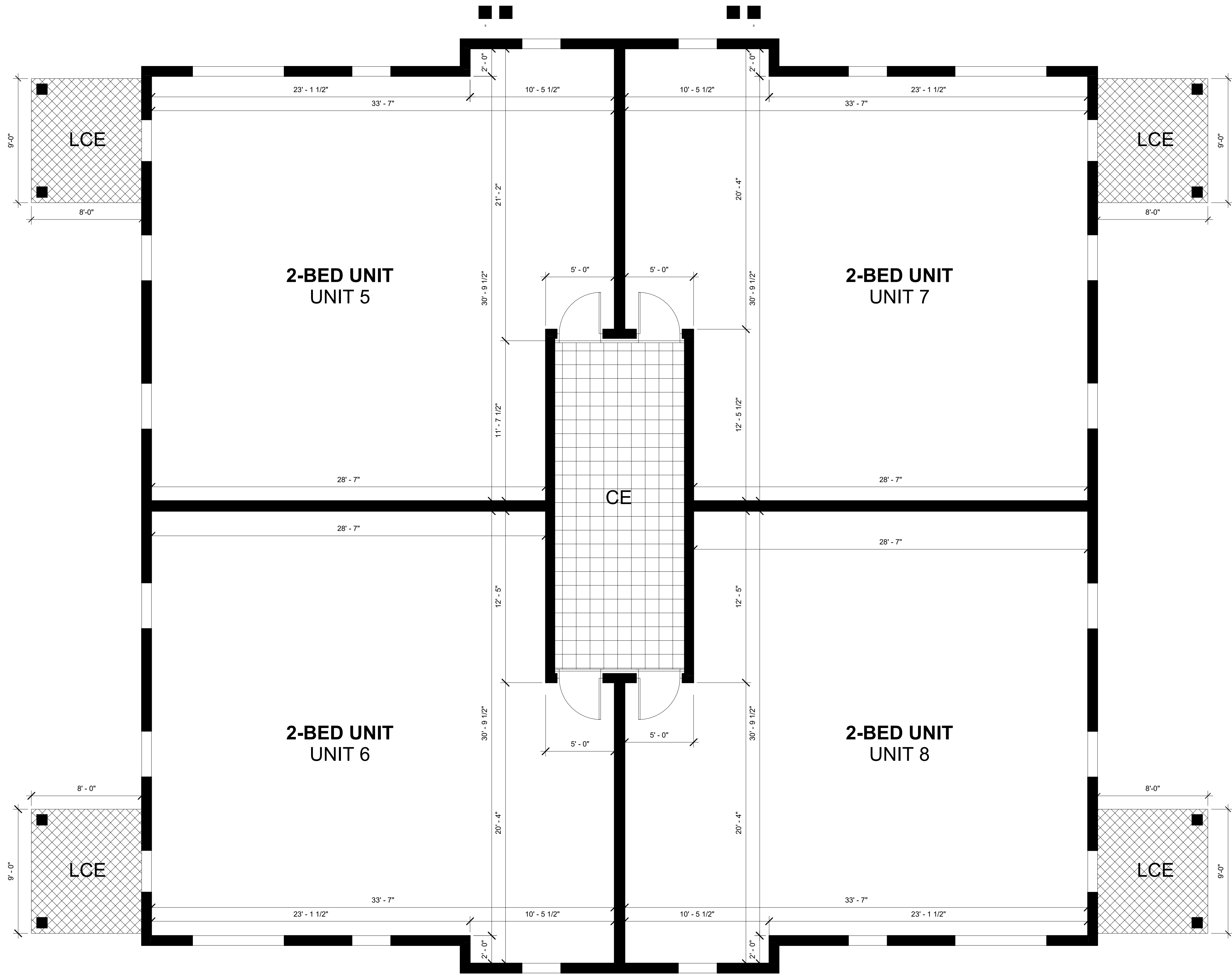
- COMMON
ELEMENT (CE)
- LIMITED COMMON
ELEMENT (LCE)

1ST FLOOR
CONDOMINIUM PLAN

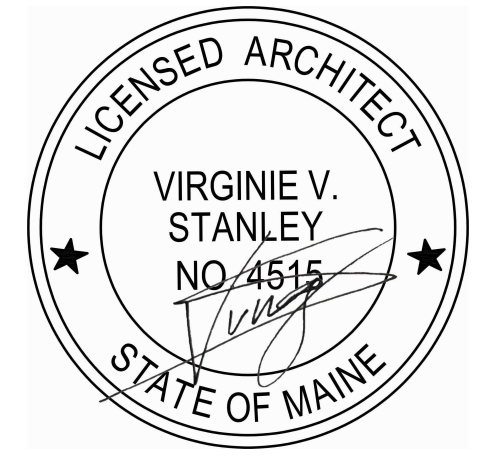
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04/30/2026

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STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h ____m ____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER _____



Project:
WINDHAM VILLAGE - APARTMENTS

TANDBERG TRAIL,
WINDHAM, ME 04062

Owner/Client:
WINDHAM VILLAGE APARTMENTS LLC
40 FARM GATE ROAD,
FALMOUTH, ME 04105

Consultant:

Revisions:

Key Plan:

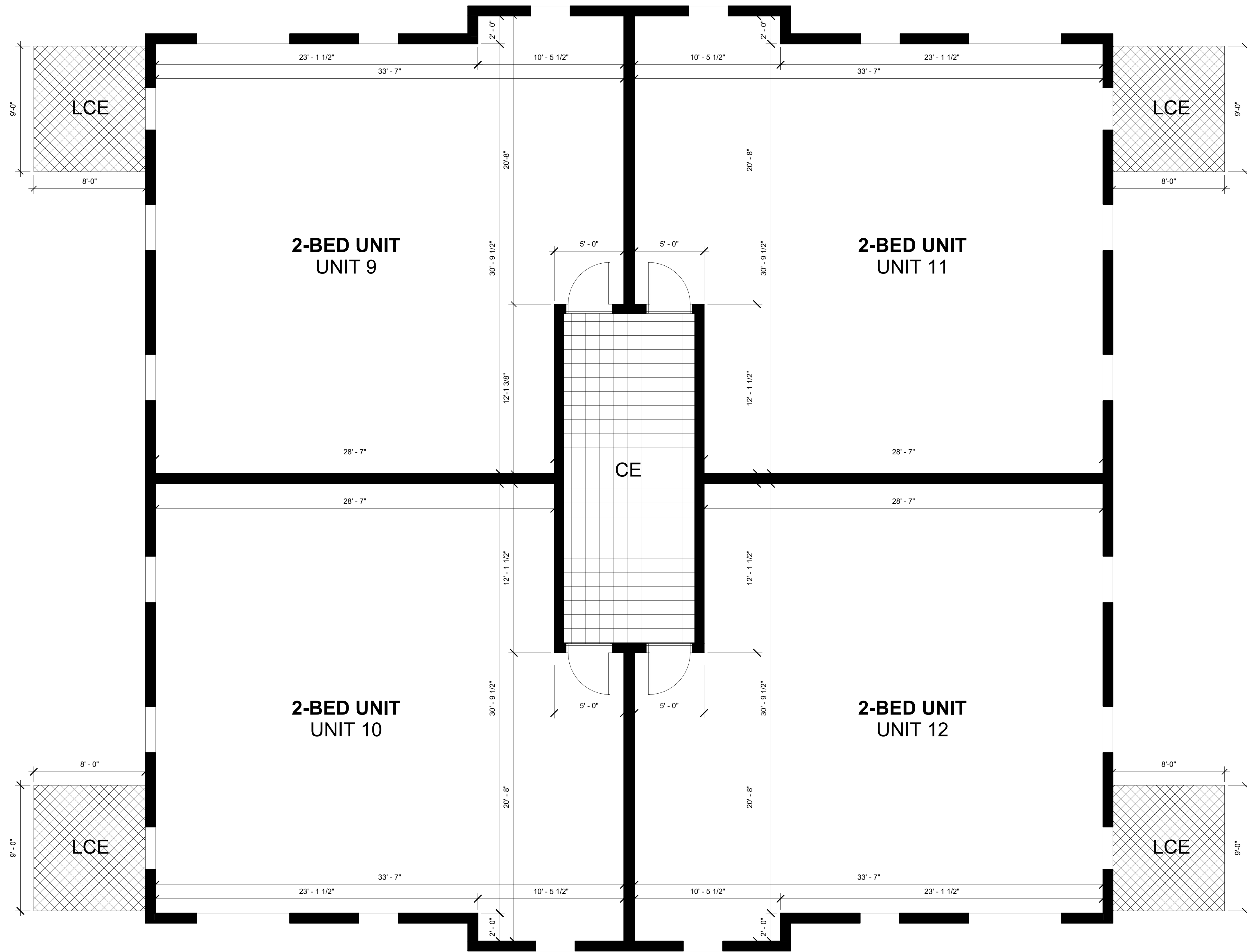
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- LIMITED COMMON ELEMENT (LCE)

2ND FLOOR
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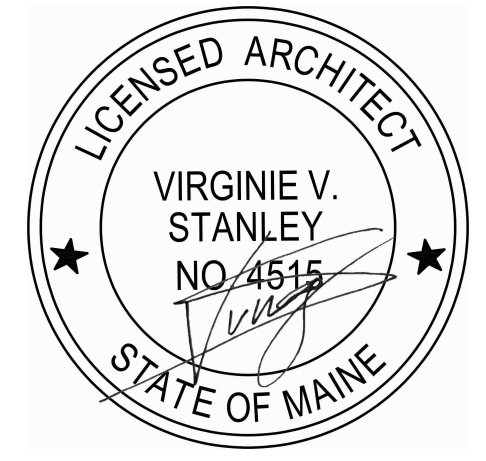
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04/30/2026

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STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h ____m ____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

architecture
invivid
631 Stevens Ave Ste #200
Portland, ME 04103
207 - 939 - 7602



Project:
WINDHAM VILLAGE - APARTMENTS

TANDBERG TRAIL,
WINDHAM, ME 04062

Owner/Client:
WINDHAM VILLAGE APARTMENTS LLC
40 FARM GATE ROAD,
FALMOUTH, ME 04105

Consultant:

Revisions:

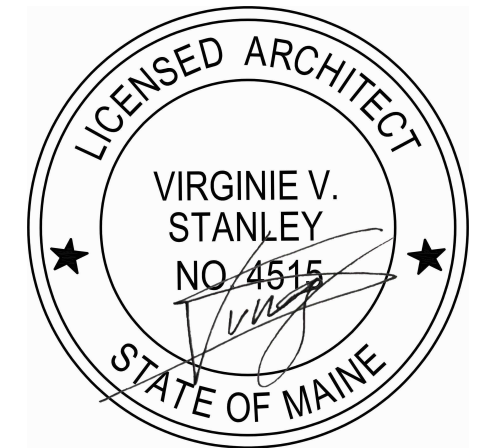
Key Plan:

CONDO DOCS KEY
 COMMON ELEMENT (CE)
 LIMITED COMMON ELEMENT (LCE)

3RD FLOOR
CONDOMINIUM PLAN

Scale: As indicated
04/30/2026

3.00



Project:
WINDHAM VILLAGE - APARTMENTS

TANDBERG TRAIL,
WINDHAM, ME 04062

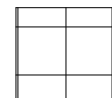
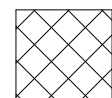
Owner/Client:
WINDHAM VILLAGE APARTMENTS LLC
40 FARM GATE ROAD,
FALMOUTH, ME 04105

Consultant:

Revisions:

Key Plan:

CONDO DOCS KEY

- COMMON ELEMENT (CE)
- LIMITED COMMON ELEMENT (LCE)

CONDOMINIUM BUILDING SECTION

Scale: As indicated

04/30/2026

4.00

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h ____m ____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTER

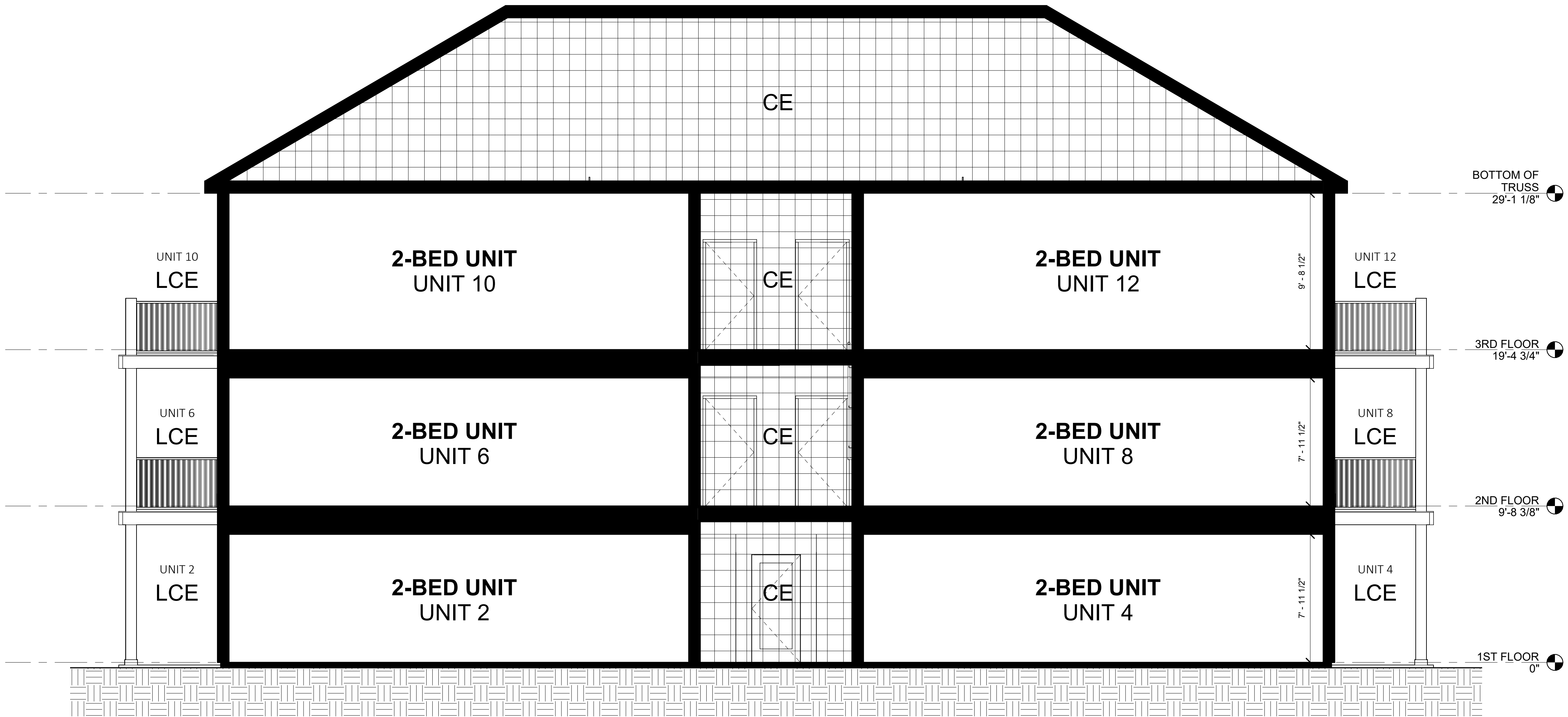


Exhibit 6 - Rules and Regulations (*draft*)

RULES AND REGULATIONS OF WINDHAM WAY CONDOMINIUM

GENERAL

1. **Adoption and amendment.** Windham Way Condominium Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. **Compliance.** All Unit owners, their families, invitees and guests and all other persons on the Condominium property shall comply with these Regulations.

3. **Obstructions.** There shall be no obstruction of the Common Elements.

5. **Document Conflict.** In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

6. **Insurance, etc.** Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit owner shall permit anything to be done or kept in his Unit, or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any building or fire code. No waste shall be permitted on the Common Elements.

Unit Owners are responsible for the payment of the applicable insurance deductible for damage to their Units, or such other deductible as may then be applicable under the insurance policies carried by the Association for a Unit, and for losses that are not covered under the Association's policy. As further set forth in the Declaration, 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 and loss of use 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.

7. **Trash.** All garbage and trash must be stored inside a Unit, or disposed of in the dumpster(s) located within the Common Elements. Any trash spread on the Common Elements shall be promptly picked up by the Unit owner. Only ordinary quantities of typical household trash may be deposited or left for pick up, excluding furniture, appliances, electronic waste and hazardous waste.

8. **Plumbing and Sewerage.** The toilets and other water and sewer apparatus shall be used only for the household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes or other improper articles shall be deposited in the sewer system. The cost of repairing any damage resulting from misuse of any of such apparatus shall be paid by the Unit owner causing such damage.

No washing machines shall be permitted in a Unit unless equipped with stainless steel mesh reinforced hoses connecting directly to the water supply.

Unit owners shall comply with the periodic water heater replacement program established from time to time by the Board of Directors.

9. Unit Repair/Minimum Temperature. Each Unit owner shall keep his/her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or other substance onto the Common Elements.

All Units shall be maintained a minimum temperature of no less than 55 degrees Fahrenheit in order to prevent the freezing of pipes and damage to the Unit and Common Elements. Units may not be left unheated.

10. Structural and Common Element Changes. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors or as otherwise provided in the Declaration.

11. Nuisances. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit owners or occupants.

12. Smoking. Smoking shall be prohibited (i) within each Unit (ii) within the Common Elements of buildings, including without limitation their lobbies, hallways, walls and stairs, and (iii) such other portions of the Common Elements as may be designated from time to time as areas in which Smoking is prohibited.

No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, or family member which would violate this Section.

Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

(i) **Definition of Smoking.** The term "Smoking" shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as "electronic nicotine delivery

systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

(ii) Disposal of Smoking Products. All lighted and/or unlighted Smoking products shall be disposed of properly in the proper waste receptacles. They shall not be thrown from balcony or patio areas. Smoking products shall not be deposited on the Common Elements, including outdoor walkways, parking lots, drives and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner. These provisions shall not be deemed to allow Smoking on the Property.

(iii) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(iv) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit, or from an occupant of a Unit, then the burden of proving that Smoking did not occur shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to \$50.00 for each single occurrence, in addition to all other rights and remedies of the Association. Upon a second Smoking violation, the charge for each incident constituting a violation shall increase to \$250 per incident in addition to all other rights and remedies of the Association including the recovery of its legal expenses.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days’ written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, but such person shall not be entitled to recover legal expenses. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

13. Noise. No Unit owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts or convenience of other Unit owners, including the actions of pets. All Unit owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit owners.

Furthermore no Unit owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 10 o'clock p.m. and the following 8 o'clock a.m. if such operation shall disturb or annoy other occupants of the Property.

14. Use of Units. Except activities conducted entirely within the Unit, not detectable from outside the Unit and not involving visits by customers, salesmen or clients, no unit shall be used for commercial or business purposes. No Unit shall be used or rented for transient, hotel or motel purposes. Pursuant to the Declaration, no Unit may be leased for a period of less than six (6) months except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period.

15. Signs. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Units except by the Declarant. The Declarant has the right to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units. Any Mortgagee who may become the owner of any Unit may place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

16. Window Coverings. Window blinds may be installed by each Unit owner on all windows of his Unit; provided, that, such blinds must have a solid white backing.

17. Hangings and Visible Changes. No Unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit, or Common Elements or Limited Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit, Common Element or Limited Common Element, except for existing directional signs of the Association. The prohibition herein includes without limitation flags, other than the US or State of Maine flags, banners, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items except as otherwise expressly required by the Federal Communications Commission Rules or law. Under no circumstances shall any air conditioning apparatus, television or radio antennas or dishes, or other items be installed by the Unit owner beyond the boundaries of his Unit except with the special permission of the Board of Directors from time to time upon any conditions and terms that they may establish; and (iii) any original exterior HVAC systems installed by the Declarant shall be permitted.

Notwithstanding the foregoing, signs displayed from a Unit supporting or opposing a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held, are permitted.

No decks may be stained or painted by Unit Owners without the permission of the Association. A written request should be sent to in advance to the Association. No work may commence until written permission has been received from the Association.

No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements except in such areas

as may be specifically designated for such use by the Board of Directors. No deck, patio balcony shall be enclosed or covered by a Unit owner except for the construction of the optional sunspaces by the Declarant as permitted in accordance with the Declaration.

Flowers and annual plants may be planted in the Limited Common Elements and other designated areas subject to the approval of the Board of Directors.

18. Storage. Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture and barbeque grills, provided, that only electric barbeque grills may be stored or used on the outdoor decks and patios. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas or Limited Common Areas.

No propane or gasoline shall be stored or used in any Unit, excepting only heating systems installed by a licensed plumber or heating technician.

19. Illegal Acts. No Unit shall be used for any unlawful purpose and no Unit owner shall do or permit any unlawful act in or upon his Unit.

PET RULES

20. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except orderly dogs, cats or other household pets as permitted by the Declaration and these Rules and Regulations.

Except for certain types of ordinary household pets expressly permitted herein, 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 however a Unit Owner may keep within such Unit up to one (1) dog (two dogs if both dogs are under 25 pounds), two (2) cats and a reasonable number of other ordinary household pets such as caged birds and tropical fish.

No pets and animals shall be permitted outside of a Unit except on a leash attended by a responsible person.

Pet owners shall immediately clean up the droppings left by their pets.

Upon notice and opportunity to be heard, the Association may expel dogs, cats or other pets in violation of these Regulations or the Declaration from the Property and may fine and assess penalties against offending owners.

21. In any event all pets and animals shall be restrained so as not to become a nuisance, noisome or offensive to, or endanger other persons on the Property. Such actions may include, but are not limited to, barking, scratching, crying in the Common Elements or within a Unit which can be heard outside of the Unit's boundaries or attacking people. The Board of Directors shall have the right to determine whether these restrictions have been violated.

22. All pets must be registered and inoculated as required by law and registered with the Association.

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

24. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous be the Board of Directors in its discretion shall be prohibited. Without limiting the foregoing, Dobermans, Rottweilers and Pit Bulls or any mixtures thereof shall be prohibited.

PARKING AND STORAGE

25. Unless otherwise authorized by the Association, the no parking areas may not be used for any purpose other than for passenger automobiles, trucks and motorcycles, and such vehicles must be in operable condition and fully licensed 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.

26. No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property. All vehicles must have current license plates and be in operating condition. No motor vehicle repair may be carried on in the Common Elements. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

27. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property.

28. All Unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit owner's sole risk and expense.

29. Parking shall not be permitted in areas posted against parking or which block sidewalks, garage entrances, or driveways. The Association may restrict overnight parking on the Condominium streets in accordance with posted signs.

If any vehicle owned or operated by a Unit owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

30. All personal property placed in any portion of the buildings or any place appurtenant thereto, shall be at the sole risk of the Unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property, even if due to the alleged fault or negligence of the Association.

31. Nothing shall be stored on the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws.

ENTRY INTO UNITS

32. Upon request of the Board of Directors, each Unit owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) (including electronic keys and key cards) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units. No Unit owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. If no such key is provided for any reason, then the Association shall not be liable for any damage in breaking into a Unit for the purpose of exercising and discharging its powers and responsibilities, including without limitation, damage to the Common Elements.

33. As also provided in the Maine Condominium Act, the agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any Unit upon reasonable advance notice to the Unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and with such notice as may be possible) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

MOVING

34. Move-ins and move-outs are restricted to the hours between 9:00 a.m. and 8:00 p.m.

FAILURE TO PAY COMMON CHARGES AND SERVICE CHARGES, FINES

35. With respect to Common Charges, Service Charges and Fines, there is a 10 day grace period for late payments. If not paid within 10 days of when due, a \$25.00 late fee shall be assessed on the 11th day. If not paid within 30 days of when due, then effective on the 31st day there will be a 18% interest rate fee assessed effective back to the original due date in addition to the late charge. All costs of collection including reasonable attorney's fees shall be a lien on the Unit

36. Upon any failure to comply with the Rules and Regulations, the Bylaws or the Declaration by a by a Unit Owner, his or her family, occupants and tenants, and any guests and invitees thereof visiting a Unit, the Board may assess a fine against the Unit owner in the amount of up to \$100.00 for each day of violation, provided that a Unit Owner shall be given notice and opportunity to be heard by the Board, but the Board's decision shall be final on the amount of such fine. If a fine is not paid within 30 days, then the Unit Owner shall pay interest at the rate of 18% per annum on the outstanding balance and shall be liable for all costs of collection and enforcement including without limitation reasonable attorneys fees. The amount of the fine with interest and costs shall constitute a lien on the Unit.

Exhibit 7 - Limited Warranty Certificate

WINDHAM WAY CONDOMINIUM
RESIDENTIAL LIMITED WARRANTY CERTIFICATE

WINDHAM VILLAGE CONDOMINIUMS LLC, a Maine limited liability company ("Seller") has sold you a condominium unit identified below (the "Unit") in Windham Village Condominiums in the Town of Windham, Maine, which is located within the Windham Village Master Condominium.

PART I

As in any building, certain items may require adjustment. This Limited Warranty Certificate describes nature of Seller's obligations to make these adjustments.

I. COVERAGE AND DURATION:

A. Limited Warranty for Building Materials and Components in Units and Common Elements:

1. Limited Warranty. Seller expressly warrants to you that at the time of closing of the sale any improvements to the Unit and Common Elements made or contracted for by the Seller or made by any person before the creation of the condominium are:

- a) Free from defective materials;
- b) Constructed in accordance with applicable law, according to sound engineering and structural standards and in a workmanlike manner. (Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building code, in effect at the time of construction, if any, shall be deemed to satisfy such sound engineering or construction standards);
- c) Suitable for the ordinary residential uses of real estate of its type; and
- d) In at least as good condition as when you signed a purchase and sale contract, reasonable wear and tear excepted.

2. Time Limits for Notice to Seller. The term of this warranty and all other warranties are limited to defects brought to Seller's attention in writing within TWO (2) YEARS from the date of the closing and the delivery of the deed to the Unit to you. If you do not notify Seller of the defect within two (2) years of closing, your problem will no longer be covered by these warranties.

3. Time for Suit on Any Warranty. A judicial proceeding for breach of any express or implied warranty or for breach of any other claim relating to the physical condition of your Unit and common elements must also be brought within TWO (2) YEARS of the date of the closing of your purchase of the Unit. If a Common Element is not completed on the date of closing, then a judicial proceeding for breach of any express or implied warranty or for breach of any other claim must be brought within TWO (2) YEARS of the date the first unit therein is conveyed to a bona fide purchaser. This paragraph shall be construed to comply with the minimum statute of limitations and other provisions permitted under the Maine Condominium Act §§1604-114 and 115.

B. Limited Warranty for Consumer Products:

1. Seller hereby provides a LIMITED WARRANTY of repair or replacement of kitchen appliances, equipment and personal property consumer products found to be defective and brought to Seller's attention in writing within 90 DAYS from the closing of the sale of the Unit. If you do not notify Seller of the defect within ninety (90) DAYS of closing, your problem will no longer be covered by this portion of the limited warranty. Seller makes no other warranty on appliances or other equipment sold with your Unit except as may be required by the statutory express limited warranty.

2. Seller's sole obligation with respect to items not warranted by Seller or for which the limited warranty has expired shall be to deliver to the Unit Owner at the time of Closing any remaining manufacturers' warranties covering such kitchen appliances, equipment and consumer products unless forming a part of the Unit or Common Elements. Seller is not responsible in any way for performance of the manufacturers' warranties for consumer products.

C. Examples:

1. The following are examples of building materials and components: roofing, siding, flooring, carpeting, wiring, windows, doors, wiring, toilet, bathtub, lavatory, etc.
2. The following appliances and other equipment which may be sold with the Unit are examples of consumer products: kitchen appliances, garbage disposal, refrigerator/freezer, stove/oven, dishwasher, and trash compactor.

II. CLAIMS: If you make a claim under this limited warranty or under any warranty required by law, at its option the Seller may repair or replace the affected item or component at no cost to you or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable but not necessarily identical to the items replaced. Seller will correct the defect in such manner as to reasonably restore the item to the condition which would have existed had the defect not been present or forward payment for such costs.

III. GENERAL EXCLUSIONS:

A. This warranty does not cover cracks, popping nails or other effects of normal settlement, fading or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors, concrete, or any of the other components of the building or paved areas, or drainage, seepage or other water problems, as long as such defect will not prevent the normal residential use of the Unit.

B. The Seller's warranties do not include cosmetic defects, scratches, stains, or smudges in painted surfaces, chipping and/or cracking of granite, marble, laminate, fiberglass or tiles, defective or broken glass or similar defects readily visible to the human eye which are not noted for correction at the time of inspection by the initial purchaser before closing of the sale.

C. The Seller's warranties do not cover normal maintenance, or conditions resulting from accidents, wear and tear, misuse or negligence. The Seller's warranties do not apply where use or maintenance was contrary to the Condominium Declaration, Bylaws or Rules and Regulations of the Condominium or where any defect results from damage caused by the unit owner or third parties, or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, OTHER COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. *[See note below - this language is required by federal law.]*

IV. TIME LIMITS:

FOR ANY CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TWO (2) YEARS FROM THE DATE OF CLOSING OF THE SALE OF THE UNIT, WHICH IS THE PERIOD OF THIS WRITTEN WARRANTY. *[See note below - this language is required by federal law.]* This includes, without limitation, the implied warranties of quality and suitability for building components created by the Maine Condominium Act. SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. *[See note below - this language is required by federal law.]*

A judicial proceeding for breach of the Limited Warranty for Building Components or breach of any other duty of care with regard to the Building Components must be commenced no later than two (2) years from the date of the delivery of the deed.

V. ASSIGNMENT: This Limited Warranty Certificate may be assigned by the Buyer to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Seller in writing of such assignment. Such assignment does not extend the 2 year limitation period.

VI. INTERPRETATION: Nothing contained herein shall limit the implied warranty required by §1604-113(b) of the Maine Condominium Act as of this date provided that that the statute of limitations is reduced to two (2) years as permitted by the statute and as set forth herein. No action taken to correct defects shall extend this warranty. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty Certificate shall be governed by Maine law.

[SIGNATURE PAGE TO FOLLOW]

Dated: _____, 202__

Unit # _____

WINDHAM WAY CONDOMINIUMS LLC

By: _____

Name:

Title:

Buyer

Note: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Mass Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. Section 2301); certain language is required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3). The Maine Uniform Commercial Code at Title 11 M.R.S.A. Section 2-316(5) does not allow limitations on implied warranties or merchantability or fitness for a particular purpose or limitation on remedies for breach with respect to consumer goods and services.

Exhibit 8 - Subdivision Plans as approved by Town of Windham Planning Board

Exhibit 9 – Town of Windham Notices of Decision



Town of Windham
Planning Department
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916
www.windhammaine.us

February 5, 2025

Loni Gravier
Windham Village Apartments, LLC
40 Farm Gate Road,
Falmouth, ME 04105

Re: #23-18 – Amended Subdivision – Windham Village Apartments – 770 Roosevelt Trail – Final Plan Review – Windham Village Apartments, LLC

Dear Mr. Gravier,

I am writing to confirm that the Planning Board has subdivision amendment of the July 1, 2024 approved project for the construction 172 dwelling unit apartment complex. The applicant received a MDOT Traffic Movement Permit (TMP) for the traffic generation from the development. The property is identified as Tax Map: 70; Lot: 1A; Zone: Commercial I (C-1) zoning district in the Presumpscot River watershed.

I am pleased to inform you that the Planning Board has given its approval to the amended subdivision and site plan request. The approval was granted with a vote of 7 to 0 during the meeting that took place on January 27, 2025. The motion was proposed by E. Krikken and seconded by K. Brown. Enclosed, please find the findings of fact and conclusions and conditions of approval.

In accordance with [§120-916](#) of the Land Use Ordinance, any aggrieved party may appeal an order, relief, or denial made by the Planning Board to the Superior Court within thirty (30) days, pursuant to Maine Rules of Civil Procedure 80-B. As per [§120-912G](#) of the Land Use Ordinance, no subdivision plan shall be released for recording at the Registry of Deeds until the required performance guarantees and construction inspection escrow are posted. o If the approved plan is not recorded in the Registry of Deeds within three (3) years of the original approval date, the plan will become null and void.

Sincerely,

Stephen J. Puleo
Planning Director

Enclosure: Findings of Fact, Conclusions, and Conditions of Approval
Cc: D. Gagnon, Gorrill Palmer Consulting Engineer Inc
R. Burns, Assistant Manager
J. Rioux, Director of Code Enforcement
M. Darby, Code Permit Manager
M. Arienti, Town Engineer
L. Fisher, Planning Assistant
J. Houde, Assessor
Amanda Lessard, Senior Planner/Project Manager

FINDINGS OF FACT

1. Jurisdiction: Windham Village Apartments project is classified as a Major Subdivision and Site Plan, which the Planning Board is authorized to review and act on by [§120-913](#) of the Town of Windham Land Use Ordinance.
2. Title, Right or Interest: The applicant has submitted a copy of purchase and sale agreement dated July 11, 2022, and amended October 18, 2023, with a closing date not later than July 1, 2024, with B33 WINDHAM II, LLC.

ARTICLE 4 ZONING DISTRICTS

- As shown on the Town of Windham [Land Use Map](#) approved by the Town Council, date August 15, 2023, Tax Map 70, Lot 1A is located in the Commercial I (C-1) District.
- The detached multifamily dwelling residences are permitted use in the C-1 District [§120-410B](#).

ARTICLE 8 SITE PLAN REVIEW**§120-812C - Parking and Loading**

- The approval of July 1, 2024 required the applicant have a change of the 30% oversized parking spaces (10' by 20') performance standards or meet the parking requirement by adjusting the total parking supply. The Planning Director issued a minor change approval
- The proposed development will provide 338 proposed parking spaces including 14 accessible and 102 oversized.
- The applicant is meeting the 30% oversized parking requirements.
- The Planning Director issued minor change approval on November 25, 2024, to restripe the parking field to meet the §120-812C(1)(d).

§120-911 - MAJOR SUBDIVISION PERFORMANCE STANDARDS**§120-911M – Traffic Conditions and Street**

- (2) The proposed development will generate more the 100 P.M. peak hour trips and will require Maine DOT Traffic Movement Permit. The MDOT has issued a draft TMP with the following traffic impact fees
- The applicant will provide to the Town of Windham TMP traffic impact fees for as description the MDOT draft Traffic Movement Permit (see COA # 3):
 - Anglers Road Intersection Impact Fee of \$7,653.
 - Mobility Impact Fee of \$50,000.
 - Safety Fee of \$6,000.

CONCLUSIONS (For Final Plan Review)

1. The proposed subdivision and site plan **will not** result in undue water or air pollution.
2. The proposed subdivision and site plan **has** sufficient water available for the reasonably foreseeable needs of the site plan.
3. The proposed subdivision and site plan **will not** cause an unreasonable burden on an existing water supply.

4. The proposed subdivision and site plan **will not** cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
5. The proposed subdivision and site plan **will not** cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed.
6. The proposed subdivision and site plan **will** provide for adequate sewage waste disposal.
7. The proposed subdivision and site plan **will not** cause an unreasonable burden on the municipality's ability to dispose of solid waste.
8. The proposed subdivision and site plan **will not** have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
9. The proposed subdivision **conforms** with a duly adopted site plan regulation or ordinance, comprehensive plan, development plan, or land use plan.
10. The developer **has** adequate financial and technical capacity to meet the standards of this section.
11. The proposed subdivision and site plan **is not** situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, subchapter I, article 2-B M.R.S.A.
12. The proposed subdivision and site plan **will not** alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
13. The proposed subdivision **is not** situated entirely or partially within a floodplain.
14. All freshwater wetlands within the proposed subdivision and site plan **have** been identified on the plan.
15. Any river, stream, or brook within or abutting the subdivision **has** been identified on any maps submitted as part of the application.
16. The proposed subdivision and site plan **will** provide for adequate storm water management.
17. ~~If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have/do not have a lot depth to shore frontage ratio greater than 5 to 1.~~
(N/A)
18. The long-term cumulative effects of the proposed subdivision **will not** unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
19. ~~For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will/will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.~~ (N/A)
20. Timber on the parcel being subdivided **has not** been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14.

CONDITIONS OF APPROVAL

1. Approval is dependent upon and limited to, the proposals and plans contained in the application dated June 3, 2024, July 1, 2024, November 25, 2024, and amended January 27, 2025 of and on

- supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board and any variation from such plans, proposals and supporting documents, and representations are subject to review and approval by the Planning Board or the Town Planner in with [§120-814](#) and [§120-815](#) of the Site Plan and [§120-913](#) of the Subdivision Ordinances.
2. Approval is subject to the requirements of [Chapter 201 Article II](#) Post-Construction Stormwater Ordinance. Any person owning, operating, leasing, or having control over stormwater management facilities required by the post-construction stormwater management plan must annually engage the services of a qualified third-party inspector who must certify compliance with the post-construction stormwater management plan on or by June 1st of each year.
 3. At the time of applying for building permits for the 172 residential units, the applicant shall pay the required Traffic Impact Fees as described in the approved Traffic Movement Permit #REG 01-XXXXX_A_N. This includes safety and Mobility impact fees totaling \$56,854 and \$7,653 paid to the Town for the [North Windham Route 302 Road Improvement impact fee](#).
 4. The Recreation Impact Fee, the Open Space Impact Fee, the Public Safety Impact Fee, and the Municipal Office Impact Fee. All fees will be determined and collected for any building, or any other permits necessary for the development, [§120-1201C](#).
 5. Any building plan, subdivision plan or site plan submitted for building(s) to be located in a sewer expansion area shall include on the plan the location of any service pipe to be installed in accordance with this section. Subdivisions shall further comply with the provisions of [§181-45](#).
 6. Before the required pre-construction meeting with staff and before any land use activities begin, the applicant shall provide to the Planning Director the “Ability to Serve” letter from the Portland Water District (PWD).
 7. If the Town Council amends [§120-812C\(1\)\(d\)](#) Parking and loading to reduce the required percentage of 10’X20’ parking spaces from 30% to 20%, The authorizes the Planning Director to issue a minor change approval. If the parking standard is not changed by the Town Council, the applicant shall update the site plan to meet the parking and loading standards.



Town of Windham
Planning Department
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916
www.windhammaine.us

February 14, 2024

Loni Graiver
Windham Village Apartments, LLC
12 Liberty Hill Road
Bedford, NH 03110

RE: APPROVAL LETTER – #24-04 – Amended Major Subdivision – First Amended Shaw's Commercial Subdivision – 770 Roosevelt Trail – Windham Village Apartment, LLC and B33 Windham II, LLC

Dear Mr. Graiver,

I am writing to confirm that the Planning Board has approved the application for amended subdivision approval to create two additional lots within the Shaw's Plaza Commercial Subdivision. The property in question is identified as Tax Map 70, Lot 1A, and is located in the Commercial I District (C-1) and the Sebago Lake watershed.

For your records, the Planning Board voted 6 to 0 (A. Daigle, and K. Brown absent) to approve the #24-04 – Amended Major Subdivision application at the meeting on February 12, 2024. The motion was made by E. Krikken and seconded by C. Etheridge. Enclosed, please find the findings of fact, conclusions, and conditions of approval.

Be advised that in accordance with [§120-916](#) of the Land Use Ordinance an appeal of any order, relief or denial made by the Board may be taken by any aggrieved party to the Superior Court within thirty (30) days pursuant to Maine Rules of Civil Procedure 80-B.

Per [§120-912G](#) of the Land Use Ordinance states if an approved plan is not recorded in the Registry of Deeds within three (3) years of the original approval, it shall become null and void. Please update the subdivision recording plan with the three conditions of approval, located on the last page document and send the revision sheet for the Planning Board to sign the plan for recording in the Cumberland County Registry of Deeds.

Sincerely,

Steve Puleo
Town Planner
Planning File

Enclosure: Findings of Fact, Conclusions, and Conditions of Approval
Cc: Via email: Drew Gagnon, PE, Gorrill-Palmer Consulting Engineers
Via email: Derrick Almassy, B33 Windham II, LLC
A. Lessard, Planning Director
R. Burns, Assistant Manager
J. Rioux, Director of Code Enforcement
M. Darby, Code Permit Manager
M. Arienti, Town Engineer
L. Fisher, Planning Assistant

FINDINGS OF FACT

Jurisdiction: The first amended Shaw's Commercial Subdivision project is classified as an amended subdivision application, which the Planning Board is authorized to review and act on by and [§120-913A](#) of the Town of Windham Land Use Ordinance.

Title, Right, or Interest: The applicants have submitted a copy of a Purchase and Sale Agreement between B33 Windham II, LLC, and Loni Gravier, dated July 11, 2022. The applicants also submitted Assignment and Assumption of Purchase and Sale Agreement amending the P & S dated July 11, 2022, in which Lonie Graiver as the Assignor and Windham Village Apartments, LLC.

ARTICLE 4 ZONING DISTRICTS

- As shown on the Town of Windham [Land Use Map](#) approved by the Town Council, date August 15, 2023, Tax Map 70, Lot 1A is located in the C-1 District.
- The existing use is a two building commercial [retail sales](#) complex with multiple tenanted structures, which is permitted use as permitted in the C-1 District [§120-410B](#).
- The future permitted uses for the new lots are multifamily dwelling and a public building (pump station).
- Per [§120-410E](#) Dimensional standards, the applicants are proposing the two new parcels will meet the minimum frontage of 100 feet as well as the front setback.

THE FOLLOWING FINDINGS OF FACT FROM THE AMENDED SUBDIVISION REVIEW OF RELATIVE CRITERIA IN [§120-911](#) SUBDIVISION PERFORMANCE STANDARDS.

§120-911A – Basic Subdivision layout

- (1) The new parcel configuration is shown on the First Amended Shaw's Commercial Subdivision plan meets the Commercial (C-1) Dimensional standards connected, per [§120-410E](#).
- Lot 1 is proposed as an 8.93-acre (388,990.8) parcel with 681 feet of street frontage on Manchester Drive and Tandberg Trail. Windham Village Apartments, LLC, is proposing to develop a 172-unit apartment complex.
 - The lot will have a 45-foot utility easement benefiting PWD, to install a force main for the North Windham Public Sewer project.
 - The utility easement will include connections to Shaw's Plaza west access drive and to the two properties fronting on Tandberg Trail
 - Lot 2 is proposed as 0.15-acre (6,534 SF) parcel with 162 feet of frontage Manchester Drive, and Tandberg Trail. Windham Village Apartments, LLC, is proposing to convey the parcel to the Town of Windham.
 - The lot is a corner lot designed to accommodate a pump station for the North Windham Public Sewer project.
 - The lot will be encumbered by a signage easement benefiting B33 Windham II, LLC.
 - The remaining 15.8-acre (688,683.6 SF) parcel will be retrained by B33 Windham II, LLC.

§120-911D – Sewage disposal

- The existing retail sales and the future Windham Village Apartments complex will be served by the North Windham Public sewer project.

§120-911F – Conformance with Land Use Ordinances

Comprehensive Plan:

- The plan does meet the goals of the 2017 Comprehensive Plan and is located in the North Windham Growth Area.

Subdivision Ordinance

- Digital transfer of the subdivision plan data must be submitted with an electronic copy to the Town and as well for the Town's GIS data transfer, after the amended plan is recorded at the Cumberland County Registry of Deeds.
- Included in the application is the partial transfer of the MeDEP Site Location of Development Act permit Order #L-4332-23-H-T for the 8.93-acre parcel purchased by Windham Village Apartments, LLC.

§120-911G – Financial and Technical Capacity

- The applicants are self-funding the amended subdivision application.
- As evidence of technical capacity, the applicants have provided the State of Maine Department of the Secretary of State's certificates of good standing. The amended subdivision application was prepared by Gorrill Palmer , consulting engineering firm and surveying performed by Owen Haskell licensed surveying firm. Both firms have been providing planning and permitting licensing work in Maine for more than 26 years.

CONCLUSIONS

1. The plan for development **reflects** the natural capacities of the site to support development.
2. Buildings, lots, and support facilities **will** be clustered in those portions of the site that have the most suitable conditions for development.
3. Environmentally sensitive areas, including but not limited to, wetlands; steep slopes; flood plains; significant wildlife habitats, fisheries, and scenic areas; habitat for rare and endangered plants and animals; unique natural communities and natural areas; and sand and gravel aquifers **will** be maintained and protected to the maximum extent.
4. The proposed subdivision **has** sufficient water available for the reasonably foreseeable needs of the subdivision.
5. The proposed subdivision **will not** cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
6. The proposed use and layout **will not** be of such a nature that it will make vehicular or pedestrian traffic no more hazardous than is normal for the area involved.
7. The proposed subdivision **will** provide adequate sewage waste disposal.
8. The proposed subdivision **conforms** to a duly adopted subdivision regulation or ordinance, comprehensive plan, development plan, or land use plan.
9. The developer **has** adequate financial capacity to meet the standards of this §.
10. The proposed subdivision **will not** alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.
11. The proposed location and height of buildings or structure walls and fences, parking, loading, and landscaping shall be such that it **will not** interfere with or discourage the appropriate development in the use of land adjacent to the proposed site or unreasonable affect its value.
12. On-site landscaping **does** provide adequate protection to neighboring properties from detrimental features of the development that could be avoided by adequate landscaping.
13. All freshwater wetlands within the proposed subdivision **have** been identified in the plan.
14. Any river, stream, or brook within or abutting the subdivision **has** been identified on any maps submitted as part of the application.

15. The proposed subdivision **will** provide for adequate stormwater management.
16. ~~If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, §480-B, none of the lots created within the subdivision **has/do not have** a lot depth to shore frontage ratio greater than 5 to 1.~~
17. The long-term cumulative effects of the proposed subdivision **will not** unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
18. For any proposed subdivision that crosses municipal boundaries, the proposed subdivision **will not** cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.
19. The timber on the parcel being subdivided has not been harvested in violation of rules adopted pursuant to Title 12, §8869, sub§14.

CONDITIONS OF APPROVAL

1. Approval is dependent upon and limited to the proposals and plans contained in the application dated January 22, 2024 as amended February 12, 2024, and supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board. Any variation from such plans, proposals, supporting documents, and representations is subject to review and approval by the Planning Board or the Town Planner in accordance with [120-913](#) of the Land Use Ordinance.



Town of Windham
Planning Department
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916
www.windhammaine.us

July 2, 2024

Loni Gravier, Windham Village Apartments, LLC
40 Farm Gate Road,
Falmouth, ME 04105

Re: #23-18 – Approval Letter – Windham Village Apartments – 770 Roosevelt Trail – Final Plan Review – Windham Village Apartments, LLC

Dear Loni Gravier,

I am writing to confirm that the Planning Board has approved the Major Site Plan and Subdivision for project #23-18 – Windham Village Apartments. The application is for the development of a portion of Shaw's property with 14 buildings, 172 two-bedroom multifamily units, supporting utilities, parking areas, private drives, drainage and stormwater infrastructure, and an outdoor amenity. The property is identified as Tax Map: 70; Lot: 1A: Zone: Commercial I (C-1) zoning district in the Presumpscot River watershed.

I am pleased to inform you that the Planning Board has given its approval to the Major Site Plan/Subdivision. The approval was granted with a vote of 5 to 0 (C. Etheridge and S. Moulton absent) during the meeting that took place on July 1, 2024. The motion was proposed by E. Krikken and seconded by K. Brown. Enclosed, please find the findings of fact and conclusions and conditions of approval.

Per [Section 120-815](#) of the Land Use Ordinance, construction of the improvements covered by any site plan approval shall be substantially commenced within two (2) years of the date upon which the approval was granted and completed within two (2) years of the date upon which the performance guarantee is accepted. In accordance with [Section 120-816B](#) of the Land Use Ordinance, appeals of any actions taken by the Planning Board with respect to this Article 8 shall be made to the Superior Court in accordance with the Maine Rules of Civil Procedure, Rule 80B.

Sincerely,

Stephen J. Puleo
Planning Director

Enclosure: Findings of Fact, Conclusions, and Conditions of Approval
Cc: D. Gagnon, Gorrill Palmer Consulting Engineer Inc
R. Burns, Assistant Manager
J. Rioux, Director of Code Enforcement
M. Darby, Code Permit Manager
M. Arienti, Town Engineer
L. Fisher, Planning Assistant
J. Houde, Assessor
J. Lopez, Planning Intern

FINDINGS OF FACT

1. **Jurisdiction:** Windham Village Apartments project is classified as a Major Subdivision and Site Plan, which the Planning Board is authorized to review and act on by [§120-802A\(6\)](#) and [§120-905A](#) of the Town of Windham Land Use Ordinance.
2. **Title, Right or Interest:** The applicant has submitted a copy of purchase and sale agreement dated July 11, 2022, and amended October 18, 2023, with a closing date not later than July 1, 2024, with B33 WINDHAM II, LLC.

ARTICLE 3 DEFINITIONS

Major Subdivision: “Any subdivision containing five or more lots or dwelling units.”

ARTICLE 4 ZONING DISTRICTS

- As shown on the Town of Windham [Land Use Map](#) approved by the Town Council, date August 15, 2023, Tax Map 70, Lot 1A is located in the Commercial I (C-1) District.
- The detached multifamily dwelling residences are permitted use in the C-1 District [§120-410B](#).

ARTICLE 8 SITE PLAN REVIEW**§120- 812 - MAJOR SITE PLAN PERFORMANCE STANDARDS****§120-812A - Utilization of the Site**

- The applicant states that the proposed site has no known environmentally sensitive areas. Natural drainage was preserved in the final plan and sand and gravel aquifer maps were provided.

§120-812B - Vehicular Traffic

- The applicant received a complete traffic study showing an anticipated trip generation of 81 in the AM and 98 in the PM peak hour of the generator. The Development Review Team confirmed that per MaineDOT requirements, a permit is not needed.
- The applicant shows two access points on the site.

§120-812C - Parking and Loading

- The proposed development will provide 342 proposed parking spaces including 14 accessible and 73 oversized.
- The applicant is requesting a waiver to reduce the required number of oversized parking lots below 30%, reducing the number by 30 to avoid encroaching on setbacks and increasing impervious area.

§120-812D - Pedestrian Traffic

- The applicant is showing a system of pedestrian ways within the development by providing sidewalks and connections from Tandberg Trail and access to the new building.
- The applicant will construct a cover bus shelter at the proposed Manchester Drive school bus pick up location.

§120-812E - Stormwater Management

- The applicant proposes the utilization of Drip Edge Filters on the roof tops of the fourteen proposed buildings on site. A Subsurface Infiltration System is proposed in the Southeastern corner of the lot to infiltrate impervious and paved areas on site.
- The applicant has provided a Stormwater Management Report.

§120-812F - Erosion Control

(2) The applicant has a plan for Erosion and Sedimentation Control practices during the site improvement construction activities that will meet the Basic Standards per §4(A) of the MeDEP Chapter 500 Stormwater Rules.

- The application includes an inspection, maintenance, and housekeeping plan and an erosion and sedimentation control plan sheet that generally meets the requirements of Maine DEP Chapter 500 Basic and General Standards.
 - A minimum of three construction inspections must be completed during the active earth-moving phase of construction (with one of these being completed at project completion to ensure permanent site stabilization and temporary ESCs are removed) and a minimum of one inspection must be completed annually until a project reaches substantial completion.
 - Corrective actions will be included in the inspection and must be implemented in a timely manner. Remediation tasks not completed are eligible for enforcement action.

§120-812G - Water Supply Provisions.

- See below in §120-911 Subdivision for details.
- The proposed buildings will be supplied by Portland Water District.
- An 8" watermain is proposed within the access drive that will connect to an existing 8" watermain in the wester Private Access Drive.
- Each building is proposed to be served by a 6" fire and 2" domestic water service.

§120-812H - Sewage Disposal Provisions

- See below in §120-911 Subdivision for details.

§120-812I - Utilities

- See below in §120-911 Subdivision for details.

§120-812J - Groundwater Impacts.

- See below in §120-911 Subdivision for details.

§120-812K - Water Quality Protection

- See below in §120-911 Subdivision for details.

§120-812L – Hazardous, Special and Radioactive Materials

- The proposed residential uses do not anticipate handling, storing, or using any material identified by the federal or state governments as hazardous, special, or radioactive. The

applicant will provide a list of any materials that would fit in those categories for the final plan review.

§120-812M – Shoreland Relationship

- See below in §120-911 Subdivision for details.

§120-812N - Technical and Financial Capacity

- See below in §120-911 Subdivision for details.

§120-812O – Solid Waste Management

- See below in §120-911 Subdivision for details.

§120-812P – Historical and Archaeological Resources

- There are no known historic and archaeological resources onsite.

§120-812Q - Floodplain Management

- See below in §120-911 Subdivision for details.

§120-812R – Exterior Lighting

- See below in §120-911 Subdivision for details.

§120-812S - Noise

- The proposed commercial uses shall not exceed 65 dB between 7:00 AM to 10:00 PM and 55 dB between 10:01 PM to 6:59 AM.

§120-812T – Storage of Materials and Screening (Landscape Plan)

- See below in §120-911 Subdivision for details.

§120-814 – MULTIFAMILY DEVELOPMENT STANDARDS.

§120-814A – Building Architecture

- (1) Architect style. The applicant has provided architectural rendering and designs for the final site plan review submission.
- (2) Façade. The applicant has provided architectural rendering and designs for the final site plan review submission.
- (3) Orientation. The applicant is showing the entrances oriented to face the access drives, Tandberg Trail, and Manchester Drive.

§120-814B – Site Design

- (1) Parking. See below in §120-911 Subdivision for details.
- (2) Screening. The applicant has provided a landscaping plan with the final plan submission.
- (3) Bicycle/Pedestrian. The applicant has provided a plan showing a network of walkways and bicycle parking pads in front of the buildings.
- (4) Recreation and open space. The applicant is proposing a centrally located outdoor amenity area as well as a second recreation area outside of the Community Center.

- (5) Landscaping and lighting. The landscaping plan has been submitted with the final application along with a planting list that uses local plants. A photometric plan has been included in the final application.
- (6) Access drive standards. The access drive shall remain private and shall meet the design standards set forth in C1.

§120-911 - MAJOR SUBDIVISION PERFORMANCE STANDARDS

§120-911A – Basic Subdivision layout

- (1)(a) Per §120-410E(2), there is not net residential density standard in the Commercial I (C-1) district.
- (b) The side boundary lines are perpendicular to Tandberg Trail and follow north along Manchester Drive and the access driveway of Shaw Plaza.
- (d) The proposed parcel has approximately 658 feet of street frontage.
- (e) Lot number for the proposed lot has not been assigned. The lot numbering shall be reviewed by the E-911 Addressing Officer and the comments shall be considered by the Board.
- (2) At the Development Review Team meeting held on May 3, 2023, the applicant stated all utilities will be located underground, per §120-911A(2)(a).
 - The proposed development will extend water service from Manchester Drive throughout the site for domestic and fire suppression purposes.
 - Underground electric/fiber/communication service will be provided to the development. Details shall be provided for the preliminary plan submission.
 - Natural Gas is available within the private access drive located at the eastern portion of the site.
 - Lighting will be provided throughout the development via pole and building mounted lighting fixtures. The applicant has provided a photometric plan with the final plan submission.
 - For the final plan, the applicant has provided a revised plan set that details the connection to the utility pole along Rte. 35.
 - The applicant intends to connect to the public sewer in late 2025.
- (3) For the final plan, the applicant has provided the location of proposed street line monuments along Tandberg Trail.

§120-911B – Sufficient Water

- (1) The applicant has not provided an “Ability to Serve” letter from the water supply with the Portland Water District to supply the domestic and fire suppression services.
 - The Town Engineer stated: the application notes that a request for an ability to serve for water supply and wastewater disposal has been submitted to Portland Water District and their response will be included in the final application. The plan shows the proposed routing of the water and sewer lines through the property with the sanitary sewer lines going to a proposed PWD pump station at the corner of Route 35 and Manchester Drive. The proposed routing through an easement conveyed to the PWD appears consistent with plans previously reviewed by PWD and shared with Public Works staff.

- The Portland Water District's response with an "Ability to Serve" letter has not been submitted in the final application. Preconstruction cannot begin until a response has been received, see COA #5.

(3)(d) The applicant has provided information on the locations of public or private fire hydrant, which is across the unnamed street intersection.

- The Deputy Fire Chief is requesting the applicant add a fire hydrant to the entrance of the project on the unnamed road, across the street from the restaurant parking area. This would ensure that all the buildings in this project would be with 1000' feet of a fire hydrant.
- The applicant has added an additional fire hydrant at the east entrance of the "Staple's" access road. The utility plan has been revised to reflect the change.

§120-911C - Erosion Control and Impact on Water Bodies

(2) The developer has provided a statement for the Maine licensed professional civil engineer that the plan shall prevent soil erosion and sedimentation from entering water bodies, wetlands, and adjacent properties. The applicant has provided stormwater management and erosion control plans which meet DEP Chapter 500 Stormwater Rules.

§120-911D – Sewage Disposal

(1)(a) The applicant has designed the residential development to connect the public sewer expansion project in the North Windham sewer district. See Conditions of Approval #4.

- The existing conditions show that there is a 0.76-acre subsurface wastewater disposal with a reversed areas serving the Shaw's Plaza located along the northerly property boundary lines of the 9-acre site.

§120-911E – Impact Natural Beauty, Aesthetics, Historic Sites, Wildlife Habit, Rare Natural Areas, or Public Access to the Shoreline

(1)(a) The applicant has provided more information relating to the natural resource impacts for the final plan review. The site has no shoreline frontage. The applicant has not submitted a "Beginning with Habitat Map" showing the location of the subject property in relations to deer wintering areas and brook trout habitat. There are no deer wintering areas or brook trout habitats shown on the property. The applicant has provided a review of the site from the Maine Historic Preservation Commission as part of the final plan review. Areas where tree clearing will occur has been noted on the plan and shall be maintained for at least five years after the approval.

- The State of Maine Department of Agriculture, Conservation, and Forestry has stated in letter dated March 3, 2023, that there are no rare, endangered, or threaten species onsite.

(b) The developer has included the planting of street trees along the access drive in the site and along the Manchester Drive and Tandberg Trail. The applicant has provided an extensive landscaping plan.

(2)(a) The open space and common lands is identified on the plan and developer will own and maintain those areas. The applicant is providing a large open space area. For the final plan the applicant has provided the required open space and recreational, per [§120-814](#) Multifamily performance standards.

§120-911F – Conformance with Land Use Ordinances**Comprehensive Plan:**

- The plan does meet the goals of the 2017 Comprehensive Plan.

Land Use Ordinances:

- There is no minimum lot size in the C-1 zoning district.
- Lots meet the lot frontage requirement of 100 feet in the C-1 zoning district.
- There is no net residential density requirement.
- The applicant has shown solid waste disposal locations throughout the development.
- The solid waste in the form of stumps or brush will be hauled off-site and disposed of in accordance with all applicable regulations.

Subdivision Ordinance:

- The Assessor's assigned tax map and lot numbers shall be shown on the final plans.
- For the final plan, data of the subdivision plan **has been provided** and is compatible with the Town's GIS system in the a .DWG file format and provided to the Town prior to release or the signed recording plan.
- The building setback requirements are shown on the proposed site plan submission for the lot.
- Documents have been provided with the final plan review submission and specify the rights and responsibilities of the property owner with respect to the maintenance, repair, and plowing of the development's streets, and stormwater infrastructure.
- The final plan **has included** a boundary survey conducted and certified by a Maine Licensed Professional Surveyor.

Others:

- Refer to [Chapter 204 Art. II](#) - Street Naming and Addressing: Prior to the Planning Board signatures on the approved site plan and subdivision recording plan, the applicant shall obtain street names approved by the Town Addressing Officer, including map and lot numbers.

Subdivision Ordinance:

- General notes, approved waivers, and the standard conditions of approval must be shown on the surveyor stamped and signed recording plan.
- The subdivision plan shows the entire parcel including all contiguous land in common ownership within the last five years, as required by [30-A MRSA §4401](#).
- *The Town Engineer is concerned about the retaining wall and landscape plan:*
 - Portions of the retaining wall proposed in back of Building 13 at the far southwest corner of the property appear to be above 4 ft tall and therefore will require design by a registered professional engineer.
 - The applicant has updated the plan to reflect the detail, including the intended construction material, and noted the required stamp from a registered professional engineer.
 - The Landscape Plan shows 7 plantings labeled "QR" along the rear access drive to the Shaw's Plaza off of Manchester Drive however I didn't see a species designated "QR" in the plantings list. Please clarify.
 - The applicant has revised the labels on the plan to say "QB", instead of "QR", which was addressed as a mistake in the original labeling.

§120-911G – Financial and Technical Capacity

- (1) The project site work cost estimate is \$4,580,000, and the estimated total cost is \$36,611,00,00. The applicant has provided a letter dated November 16, 2023, from Karl Suchecki, Executive Vice President of Gorham Saving Bank stating there a banking relationship for Graiver Home, Inc. and its president, Loni Graiver, principal of Windham Village Apartments, LLC.
- (2) The applicant has provided technical capacity to complete the proposed project. Gorrill Palmer and Flyscatcher, LLC have been contracted to prepare to the required permit application and development plans.

§120-911H – Impact on Ground Water Quality or Quantity

- As noted above the development will be served by the Town of Windham's Wastewater Treatment Facility and will be served by the Portland Water District water main in the Tandberg Trail ROW.

§120-911I – Floodplain Management

- The subject property is not in a mapped FEMA Floodplain boundary.

§120-911J – Stormwater

- (2) The applicant states the proposed project area will create over 3-acres of non-vegetated area within the Shaw's Plaza development, as such, the project will be required to obtain MeDEP Site Location of Development Act (SLDA) permit.
- The applicant has initiated the MeDEP review process and understands the amended SLDA permit is required for the final plan review.
- The following comments from the Town Engineer have been addressed in the final plan review.
 - The Applicant's stormwater evaluation is part of the Site Location and Development Application submitted to Maine DEP, which is currently under their review. The comments provided here supplement any comments from Maine DEP.
 - The applicant acknowledged the comment.
 - The proposed stormwater management design includes roof drip edge filters on each of the proposed buildings to treat roof runoff and a large chamber-based subsurface infiltration system at the southeast corner of the site. Based on my general review of the Stormwater Report, it appears that proposed stormwater management system meets the Town's ordinance and Maine DEP requirements for providing water quality treatment and flood control.
 - The applicant acknowledged the comment.
 - The situation with storm drain culverts in the area between CB-5 and DMH-8 is confusing because of overlapping linework. Can this be clarified with a detail or better resolution with the line weights?
 - The drainage plan has been updated to better reflect the differentiation between stormwater culverts greater than 18 inches and stormwater culverts equal to or less than 18 inches.
 - Please clarify the values used for exfiltration rate from the chambers in the TR-20 Calculations in Appendix B of the Application and also length of the Device 2 weir.

- The applicant has clarified the values used in the final application.
- An Operation and Maintenance Plan is included as part of the Erosion and Sediment Control Plan (Attachment 10) which generally addresses the inspection and maintenance of the proposed stormwater features included in the design. However, I would suggest some additional detail be included regarding the maintenance of the subsurface chambers including the isolator rows.
 - The final application includes an updated Operation and Maintenance Plan.

§120-911K – Conservation Subdivision

- The project is not located in Farm, Farm Residential, and or Village Residential zoning districts.

§120-911L – Compliance with Timber Harvesting Rules

- The applicant stated the subdivision will not involve timber harvesting activity. All trees being removed will be limited in scope and clearing and be minimized to the greatest extent practical.

§120-911M – Traffic Conditions and Street

- (1)** The proposal is meeting the general transportation performance standards by using the access driveway serving the existing Shaw's Plaza. One connection will be a 24' access (see [§120-522 Curb Cuts](#)) driveway designed to meet the Town's [Residential Street Standards](#) from an unnamed access road from Tandberg Trail running west through the development to an 24' access drive onto an unnamed access from Manchester Drive.
- During the Development Review Team meeting held on May 3, 2023, with the applicant and their engineering consultant, the staff requested the applicant to provide following for the preliminary plan submission:
 - RSU 14 requested the applicant provide a sidewalk connection for a possible future bus stop on Manchester Drive.
 - The Applicant is showing a five-foot wide sidewalk throughout the site in the final plan.
 - The Fire Chief requested the applicant show truck turn movements throughout the development for 46' long fire truck.
 - The turning movements are included in the final plan.
 - The Fire Chief has reviewed the ponding on the access drive from Tandberg Trail (near the Gorham Saving Bank, east of the site) during heavy rain event.
 - The Town Engineer has reviewed overlay the existing sidewalk along the access drive to Shaw's Plaza, along the eastern boundary of the site.
 - The Planning Director requested the applicant look at creating a "defining edge" withing the 90° parking stalls along southernly side of the site access drive to meeting the amended Town's [Residential Street Standards](#).
 - The final application does not include a plan for a "defining edge".
- (2)** The proposed development will generate less the 100 A.M. and P.M. peak hour trips and will not require Maine DOT Traffic Movement Permit.
 - The Town Engineer stated that a Traffic Evaluation was submitted with the application that included estimated trip generation and distribution, capacity,

safety and sight distance reviews. The project is estimated to generate up to 98 peak hour trip ends (for PM peak hour), which is just below the 100 peak hour trips that typically require a Maine DOT Traffic Movement Permit (TMP). Based on this and on other factors, the Evaluation does not recommend any traffic mitigation measures other than clearing some vegetation around the site driveways.

However, the Manchester Drive/Tandberg Trail intersections identified as a High Crash Location (HCL), and the report acknowledges that the North Windham Moves study identified the Tandberg Trail/Roosevelt Trail intersections having poor levels of service in its current condition. Both of these intersections will be impacted by the relatively high volume of traffic from the proposed development and therefore I think the potential impacts and potential mitigative measures should be further evaluated.

- June 24th, the applicant requested a concurrence letter from MDOT that a TMP is not required for this development, see COA #5.
- The applicant has included a traffic study meeting the Town's performance standards.
- The applicant has provided a distribution of vehicle trips impacting the Whites Bridge Road and Anglers Road and Route 302.
- The applicant is proposing to provide to the Town of Windham mitigation impact fees for sidewalk and traffic improvements:
 - Anglers Road Intersection Impact Fee of \$7,653.
 - Mobility Impact Fee of \$8,274.
 - Safety Fee of \$10,000.
 - Total Impact Fees of \$25,927

CONCLUSIONS

1. The proposed subdivision and site plan **will not** result in undue water or air pollution.
2. The proposed subdivision and site plan **has** sufficient water available for the reasonably foreseeable needs of the site plan.
3. The proposed subdivision and site plan **will not** cause an unreasonable burden on an existing water supply.
4. The proposed subdivision and site plan **will not** cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
5. The proposed subdivision and site plan **will not** cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed.
6. The proposed subdivision and site plan **will** provide for adequate sewage waste disposal.
7. The proposed subdivision and site plan **will not** cause an unreasonable burden on the municipality's ability to dispose of solid waste.
8. The proposed subdivision and site plan **will not** have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.

9. The proposed subdivision **conforms** with a duly adopted site plan regulation or ordinance, comprehensive plan, development plan, or land use plan.
10. The developer **has** adequate financial and technical capacity to meet the standards of this section.
11. The proposed subdivision and site plan **is not** situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, subchapter I, article 2-B M.R.S.A.
12. The proposed subdivision and site plan **will not** alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
13. The proposed subdivision **is not** situated entirely or partially within a floodplain.
14. All freshwater wetlands within the proposed subdivision and site plan **have** been identified on the plan.
15. Any river, stream, or brook within or abutting the subdivision **has** been identified on any maps submitted as part of the application.
16. The proposed subdivision and site plan **will** provide for adequate storm water management.
17. ~~If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have/do not have a lot depth to shore frontage ratio greater than 5 to 1.~~
(N/A)
18. The long-term cumulative effects of the proposed subdivision **will not** unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
19. ~~For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will/will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.~~ (N/A)
20. Timber on the parcel being subdivided **has not** been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14.

CONDITIONS OF APPROVAL

1. Approval is dependent upon and limited to, the proposals and plans contained in the application dated June 3, 2024 and July 1, 2024 of and on supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board and any variation from such plans, proposals and supporting documents, and representations are subject to review and approval by the Planning Board or the Town Planner in with [§120-815](#) of the Site Plan and [§120-913](#) of the Subdivision Ordinances.
2. Approval is subject to the requirements of [Chapter 201 Article II](#) Post-Construction Stormwater Ordinance. Any person owning, operating, leasing, or having control over stormwater management facilities required by the post-construction stormwater management plan must annually engage the services of a qualified third-party inspector who must certify compliance with the post-construction stormwater management plan on or by June 1st of each year.

3. At the time of applying for building permits for the 172 residential units, the applicant shall pay the Mitigation Impact Fees of \$25,927 (including the [North Windham Route 302 Road Improvement impact fee](#)), the Recreation Impact Fee, the Open Space Impact Fee, the Public Safety Impact Fee, and the Municipal Office Impact Fee. All fees will be determined and collected for any building, or any other permits necessary for the development, [§120-1201C](#).
4. Any building plan, subdivision plan or site plan submitted for building(s) to be located in a sewer expansion area shall include on the plan the location of any service pipe to be installed in accordance with this section. Subdivisions shall further comply with the provisions of [§181-45](#).
5. Before the required pre-construction meeting with staff and before any land use activities begin, the applicant shall provide to the Planning Director the “Ability to Serve” letter from the Portland Water District (PWD).
6. If the Town Council amends [§120-812C\(1\)\(d\) Parking and loading](#) to reduce the required percentage of 10’ x 20’ parking spaces from 30% to under 20%, the Planning Board authorizes the Planning Director to issue a minor change approval. If the parking standard is not changed by the Town Council, the applicant must update the site plan to meet the parking and loading standards.

September 18, 2025

Loni Gravier
Windham Village Apartments, LLC
40 Farm Gate Road,
Falmouth, ME 04105

Re: Approval Letter #23-18 Windham Village Apartments – Second Amended Subdivision & Site Plan –
Stillwater Drive – Windham Village Apartments, LLC

Dear Mr. Gravier,

I am writing to confirm that the Planning Board has approved the Amended Major Subdivision and Site Plan for project 23-18 Windham Village Apartments, to amend the approval to develop a 14 building, 172 dwelling unit apartment complex initially approved by the Planning Board on July 1, 2024, to create a condominium development and revise the building elevations for the 4 buildings with 48 units proposed to be condo units to be sold. The property is identified as Tax Map: 70; Lot: 1-A01: Zone: Commercial I (C-1) in the Presumpscot River watershed.

The Planning Board has given its final approval to the Amended Windham Village Apartments Subdivision with a vote of 7 to 0 during the meeting that took place on September 8, 2025. The motion was proposed by E. Krikken and seconded by K. Brown. Enclosed, please find the official Notice of Decision including the findings of fact, conclusions and conditions of approval.

Please note the following important information. In accordance with [§120-916](#) of the Land Use Ordinance, any aggrieved party may appeal an order, relief, or denial issued by the Planning Board to the Superior Court within thirty (30) days, pursuant to Maine Rules of Civil Procedure 80-B. Additionally, per [§120-912G](#) of the Land Use Ordinance, no subdivision plan shall be released for recording at the Registry of Deeds until the required performance guarantees and construction inspection escrow are posted. Furthermore, if the approved plan is not recorded in the Registry of Deeds within three (3) years of the original approval date, it will become null and void. If you have any questions or require further clarification, please do not hesitate to contact our office.

Sincerely,



Amanda Lessard
Senior Planner/Project Manager

Enclosure: Notice of Decision
CC Via email:

Drew Gagnon, Gorrill Palmer Consulting Engineer Inc.
S. Puleo, Planning Director
R. Burns, Town Manager
J. Rioux, Director of Code Enforcement

M. Darby, Code Permit Manager
M. Arienti, Town Engineer
L. Fisher, Planning Administrative Assistant

NOTICE OF DECISION

Jurisdiction: Windham Village Apartments project is classified as an Amended Major Subdivision and Site Plan, which the Planning Board is authorized to review and act on by [§120-913](#) and by [§120-803A\(1\)](#) of the Town of Windham Land Use Ordinance.

Title, Right or Interest: The applicant has submitted a copy of a Short Form Quitclaim Deed with Covenant between B33 Windham II LLC and Windham Village Apartments LLC dated June 27, 2024, and recorded on July 10, 2024 at the Cumberland County Registry of Deeds in Book 40857 Page 252.

ARTICLE 4 ZONING DISTRICTS

- As shown on the Town of Windham [Land Use Map](#) approved by the Town Council, date August 15, 2023, Tax Map 70, Lot 1A is located in the Commercial I (C-1) District.
- The detached multifamily dwelling residences are permitted use in the C-1 District [§120-410B](#).

§120-911 - MAJOR SUBDIVISION PERFORMANCE STANDARDS

§120-911J – Stormwater

- (2) The development will create over 3-acres of non-vegetated area within the Shaw's Plaza development, as such, the project will be required to obtain MeDEP Site Location of Development Act (SLDA) permit.
- The Maine DEP Site Law Permit dated May 30, 2024 is recorded at the Cumberland County Registry of Deeds in Book 40805 Page 253.
 - The draft condominium documents provided state that the association shall maintain and take all actions required to comply with the Site Law Permit. The permit states that the applicant (Windham Villages Apartments LLC) will be responsible for the maintenance of all common facilities including the stormwater management system. See condition of approval #8.

§120-911N – Maintenance of common elements.

- The applicant provided draft condominium association documents.
- The condominium association documents shall be recorded in the Cumberland County Registry of Deeds within 90 days of the date that the subdivision plan is recorded. See condition of approval #7.

§120- 812 – MAJOR SITE PLAN PERFORMANCE STANDARDS

§120-812C - Parking and Loading

- The amended plan for the development will provide 349 parking spaces, of which 14 are accessible. The parking layout revised the previously approved 338 proposed parking spaces (14 accessible and 102 oversized) based on the Town Council Order 25-043 effective May 30, 2025, removing the requirement for 30% oversized spaces.

§120–812T – Storage of Materials and Screening (Landscape Plan)

- The amended subdivision site plan shows the location of 4 dumpster enclosure areas. One of the dumpster locations has been relocated from across from Building 11 to Across from

Building 6. The dumpster pad should be revised to not be located within the Access Drive ROW.

§120-814 – MULTIFAMILY DEVELOPMENT STANDARDS.

§120-814A – Building Architecture

- (1) Architectural variety. The applicant has provided architectural rendering and designs for the 4 condo buildings (located in the southwestern corner of the parcel) intend to have revised color scheme and accents. The revised color scheme for the condo buildings appears to have only one color of siding and black trim. The apartment buildings were previously approved with two colors of siding and white trim on each building.

CONCLUSIONS

1. The proposed subdivision and site plan **will not** result in undue water or air pollution.
2. The proposed subdivision and site plan **has** sufficient water available for the reasonably foreseeable needs of the site plan.
3. The proposed subdivision and site plan **will not** cause an unreasonable burden on an existing water supply.
4. The proposed subdivision and site plan **will not** cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
5. The proposed subdivision and site plan **will not** cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed.
6. The proposed subdivision and site plan **will** provide for adequate sewage waste disposal.
7. The proposed subdivision and site plan **will not** cause an unreasonable burden on the municipality's ability to dispose of solid waste.
8. The proposed subdivision and site plan **will not** have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
9. The proposed subdivision **conforms** with a duly adopted site plan regulation or ordinance, comprehensive plan, development plan, or land use plan.
10. The developer **has** adequate financial and technical capacity to meet the standards of this section.
11. The proposed subdivision and site plan **is not** situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, subchapter I, article 2-B M.R.S.A.
12. The proposed subdivision and site plan **will not** alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
13. The proposed subdivision **is not** situated entirely or partially within a floodplain.
14. All freshwater wetlands within the proposed subdivision and site plan **have** been identified on the plan.
15. Any river, stream, or brook within or abutting the subdivision **has** been identified on any maps submitted as part of the application.

16. The proposed subdivision and site plan **will** provide for adequate storm water management.
17. ~~If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have/do not have~~ a lot depth to shore frontage ratio greater than 5 to 1.
(N/A)
18. The long-term cumulative effects of the proposed subdivision **will not** unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
19. ~~For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will/will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.~~ (N/A)
20. Timber on the parcel being subdivided **has not** been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14.

CONDITIONS OF APPROVAL

1. Approval is dependent upon and limited to, the proposals and plans contained in the application dated June 3, 2024, July 1, 2024, November 25, 2024, January 27, 2025 as amended August 22, 2025 and supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board and any variation from such plans, proposals and supporting documents, and representations are subject to review and approval by the Planning Board or the Town Planner in with [§120-814](#) and [§120-815](#) of the Site Plan and [§120-913](#) of the Subdivision Ordinances.
2. Approval is subject to the requirements of [Chapter 201 Article II](#) Post-Construction Stormwater Ordinance. Any person owning, operating, leasing, or having control over stormwater management facilities required by the post-construction stormwater management plan must annually engage the services of a qualified third-party inspector who must certify compliance with the post-construction stormwater management plan on or by June 1st of each year.
3. At the time of applying for building permits for the 172 residential units, the applicant shall pay the required Traffic Impact Fees as described in the approved Traffic Movement Permit #REG 01-000432-A-N. This includes safety and mobility impact fees totaling \$56,854 and \$7,653 paid to the Town for the [North Windham Route 302 Road Improvement impact fee](#).
4. The Recreation Impact Fee, the Open Space Impact Fee, the Public Safety Impact Fee, and the Municipal Office Impact Fee. All fees will be determined and collected for any building, or any other permits necessary for the development, [§120-1201C](#).
5. Any building plan, subdivision plan or site plan submitted for building(s) to be located in a sewer expansion area shall include on the plan the location of any service pipe to be installed in accordance with this section. Subdivisions shall further comply with the provisions of [§181-45](#).
6. Before the required pre-construction meeting with staff and before any land use activities begin, the applicant shall provide to the Planning Director the "Ability to Serve" letter from the Portland Water District (PWD).

7. In accordance with [§120-911N\(5\)](#) of the Land Use Ordinance, the condominium association documents, including but not limited to the condominium declaration, bylaws, plat, and plans, shall be approved as to form by the Town Attorney and recorded in the Cumberland County Registry of Deeds within 90 days of the date that the subdivision plan is recorded in the Cumberland County Registry of Deeds. Evidence of such recording shall be provided to the Planning Department. No units shall be sold in the subdivision prior to recording of such condominium association documents and all deeds shall reference the declaration establishing the condominium association.
8. The applicant shall provide the Planner with a copy of the approved and recorded transfer of Maine DEP Site Location of Development Act Permit to the Condominium Association.

October 28, 2025

Loni Gravier
Windham Village Apartments, LLC
40 Farm Gate Road,
Falmouth, ME 04105

Re: Approval Letter #23-18 Windham Village Apartments – Third Amended Subdivision & Site Plan –
Stillwater Drive – Windham Village Apartments, LLC

Dear Mr. Gravier,

I am writing to confirm that the Planning Board has approved the Amended Major Subdivision and Site Plan for project 23-18 Windham Village Apartments, to amend the approval to develop a 14 building, 172 dwelling unit apartment complex initially approved by the Planning Board on July 1, 2024 and last amended on September 8, 2025, to add a condition of approval that in lieu of the furnishing of a performance guarantee no building permit for units will be issued until all project improvements are complete or a performance guarantee is accepted. The property is identified as Tax Map: 70; Lot: 1-A01; Zone: Commercial I (C-1) in the Presumpscot River watershed.

The Planning Board has given its final approval to the Amended Windham Village Apartments Subdivision with a vote of 7 to 0 during the meeting that took place on October 27, 2025. The motion was proposed by E. Krikken and seconded by K. Brown. Enclosed, please find the official Notice of Decision including the findings of fact, conclusions and conditions of approval.

Please note the following important information. In accordance with [§120-916](#) of the Land Use Ordinance, any aggrieved party may appeal an order, relief, or denial issued by the Planning Board to the Superior Court within thirty (30) days, pursuant to Maine Rules of Civil Procedure 80-B. Additionally, per [§120-912G](#) of the Land Use Ordinance, no subdivision plan shall be released for recording at the Registry of Deeds until the required performance guarantees and construction inspection escrow are posted. Furthermore, if the approved plan is not recorded in the Registry of Deeds within three (3) years of the original approval date, it will become null and void. If you have any questions or require further clarification, please do not hesitate to contact our office.

Sincerely,



Amanda Lessard
Senior Planner/Project Manager

Enclosure: Notice of Decision
CC Via email:

Drew Gagnon, Gorrill Palmer Consulting Engineer Inc.
S. Puleo, Planning Director
R. Burns, Town Manager
J. Rioux, Director of Code Enforcement

M. Darby, Code Permit Manager
M. Arienti, Town Engineer
L. Fisher, Planning Administrative Assistant

NOTICE OF DECISION

Jurisdiction: Windham Village Apartments project is classified as an Amended Major Subdivision and Site Plan, which the Planning Board is authorized to review and act on by [§120-903](#) and by [§120-803A\(1\)](#) of the Town of Windham Land Use Ordinance. The Planning has authority to review revision to approved plans in accordance with [§120-913](#).

Title, Right or Interest: The applicant has submitted a copy of a Short Form Quitclaim Deed with Covenant between B33 Windham II LLC and Windham Village Apartments LLC dated June 27, 2024, and recorded on July 10, 2024 at the Cumberland County Registry of Deeds in Book 40857 Page 252.

ARTICLE 4 ZONING DISTRICTS

- As shown on the Town of Windham [Land Use Map](#) approved by the Town Council, date August 15, 2023, Tax Map 70, Lot 1A is located in the Commercial I (C-1) District.
- The detached multifamily dwelling residences are permitted use in the C-1 District [§120-410B](#).

§120-911 - MAJOR SUBDIVISION PERFORMANCE STANDARDS

§120-911F – Conformance with Land Use Ordinances

Comprehensive Plan:

- The plan does meet the goals of the 2017 Comprehensive Plan. The development is located in the North Windham Growth Area.

Subdivision Ordinance:

- Standard notes and the standard conditions of approval must be shown on the plans (see the proposed Conditions of Approval).
- In accordance with [§120-914A](#) the applicant shall provide a performance guarantees for an amount adequate to cover 110% of the total construction costs of all required improvements. [§120-914A\(1\)\(d\)](#) states that in lieu of the furnishing of a performance guarantee before the recording of the final plan, the Planning Board may accept the agreement of the subdivider that no lot or parcel of land shall be conveyed, and no building permit for any building or portion of the development shall be issued by the Code Enforcement Officer, until the completion of required improvements. Such agreement shall be acknowledged by a note on the final subdivision plan (see proposed Condition of Approval).

§120-911J – Stormwater

- (2) The development will create over 3-acres of non-vegetated area within the Shaw's Plaza development, as such, the project will be required to obtain MeDEP Site Location of Development Act (SLDA) permit.
- The Maine DEP Site Law Permit dated May 30, 2024 is recorded at the Cumberland County Registry of Deeds in Book 40805 Page 253.
 - The draft condominium documents provided state that the association shall maintain and take all actions required to comply with the Site Law Permit. The permit states that the

applicant (Windham Villages Apartments LLC) will be responsible for the maintenance of all common facilities including the stormwater management system. See condition of approval.

§120-911N – Maintenance of common elements.

- The applicant provided draft condominium association documents.
- The condominium association documents shall be recorded in the Cumberland County Registry of Deeds within 90 days of the date that the subdivision plan is recorded. See condition of approval #7.

§120- 812 – MAJOR SITE PLAN PERFORMANCE STANDARDS

§120-812C - Parking and Loading

- The amended plan for the development will provide 349 parking spaces, of which 14 are accessible. The parking layout revised the previously approved 338 proposed parking spaces (14 accessible and 102 oversized) based on the Town Council Order 25-043 effective May 30, 2025, removing the requirement for 30% oversized spaces.

§120–812T – Storage of Materials and Screening (Landscape Plan)

- The amended subdivision site plan shows the location of 4 dumpster enclosure areas. One of the dumpster locations has been relocated from across from Building 11 to Across from Building 6.

§120-814 – MULTIFAMILY DEVELOPMENT STANDARDS.

§120-814A – Building Architecture

- (1) Architectural variety. The applicant has provided architectural rendering and designs for the 4 condo buildings (located in the southwestern corner of the parcel) with revised color scheme and accents. The apartment buildings were previously approved with two colors of siding and white trim on each building. The revised color scheme for the condo buildings have two colors.

CONCLUSIONS

1. The proposed subdivision and site plan **will not** result in undue water or air pollution.
2. The proposed subdivision and site plan **has** sufficient water available for the reasonably foreseeable needs of the site plan.
3. The proposed subdivision and site plan **will not** cause an unreasonable burden on an existing water supply.
4. The proposed subdivision and site plan **will not** cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
5. The proposed subdivision and site plan **will not** cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed.
6. The proposed subdivision and site plan **will** provide for adequate sewage waste disposal.

7. The proposed subdivision and site plan **will not** cause an unreasonable burden on the municipality's ability to dispose of solid waste.
8. The proposed subdivision and site plan **will not** have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
9. The proposed subdivision **conforms** with a duly adopted site plan regulation or ordinance, comprehensive plan, development plan, or land use plan.
10. The developer **has** adequate financial and technical capacity to meet the standards of this section.
11. The proposed subdivision and site plan **is not** situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, subchapter I, article 2-B M.R.S.A.
12. The proposed subdivision and site plan **will not** alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
13. The proposed subdivision **is not** situated entirely or partially within a floodplain.
14. All freshwater wetlands within the proposed subdivision and site plan **have** been identified on the plan.
15. Any river, stream, or brook within or abutting the subdivision **has** been identified on any maps submitted as part of the application.
16. The proposed subdivision and site plan **will** provide for adequate storm water management.
17. ~~If any lots in the proposed subdivision have shore frontage on a river, stream, brook, or great pond as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have/do not have a lot depth to shore frontage ratio greater than 5 to 1.~~
(N/A)
18. The long-term cumulative effects of the proposed subdivision **will not** unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision.
19. ~~For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will/will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located.~~ (N/A)
20. Timber on the parcel being subdivided **has not** been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14.

CONDITIONS OF APPROVAL

1. Approval is dependent upon and limited to, the proposals and plans contained in the application dated June 3, 2024, July 1, 2024, November 25, 2024, January 27, 2025, August 22, 2025, as amended October 6, 2025 and supporting documents and oral representations submitted and affirmed by the applicant, and conditions, If any, imposed by the Planning Board and any variation from such plans, proposals and supporting documents, and representations are subject to review and approval by the Planning Board or the Town Planner in with [§120-814](#) and [§120-815](#) of the Site Plan and [§120-913](#) of the Subdivision Ordinances.

2. Approval is subject to the requirements of [Chapter 201 Article II](#) Post-Construction Stormwater Ordinance. Any person owning, operating, leasing, or having control over stormwater management facilities required by the post-construction stormwater management plan must annually engage the services of a qualified third-party inspector who must certify compliance with the post-construction stormwater management plan on or by June 1st of each year.
3. At the time of applying for building permits for the 172 residential units, the applicant shall pay the required Traffic Impact Fees as described in the approved Traffic Movement Permit #REG 01-000432-A-N. This includes safety and mobility impact fees totaling \$56,854 and \$7,653 paid to the Town for the [North Windham Route 302 Road Improvement impact fee](#).
4. Recreation Impact Fee, the Open Space Impact Fee, the Public Safety Impact Fee, and the Municipal Office Impact Fee. All fees will be determined and collected for any building, or any other permits necessary for the development, [§120-1201C](#).
5. Any building plan, subdivision plan or site plan submitted for building(s) to be located in a sewer expansion area shall include on the plan the location of any service pipe to be installed in accordance with this section. Subdivisions shall further comply with the provisions of [§181-45](#).
6. In accordance with [§120-911N\(5\)](#) of the Land Use Ordinance, the condominium association documents, including but not limited to the condominium declaration, bylaws, plat, and plans, shall be approved as to form by the Town Attorney and recorded in the Cumberland County Registry of Deeds within 90 days of the date that the subdivision plan is recorded in the Cumberland County Registry of Deeds. Evidence of such recording shall be provided to the Planning Department. No units shall be sold in the subdivision prior to recording of such condominium association documents and all deeds shall reference the declaration establishing the condominium association.
7. The applicant shall provide the Planner with a copy of the approved and recorded transfer of Maine DEP Site Location of Development Act Permit to the Condominium Association.
8. In lieu of a performance guarantee for the construction of the project improvements, no lot or parcel of land may be conveyed, and no building permit for any building or portion of the development shall be issued by the Code Enforcement Officer until the completion of all streets, utilities and other required improvements in accordance with this plan and all applicable laws, ordinances and standards. If the applicant wishes to convey or obtain a building permit prior to all project improvements being completed in accordance with this plan and all applicable laws, ordinances and standards, a performance guarantee equal to the cost of the remaining improvements shall first be approved by the Town Manager, in consultation with the Planning Director, and submitted to the Town.

Exhibit 10 - Maine DEP Approvals



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

WINDHAM VILLAGE	) SITE LOCATION OF DEVELOPMENT ACT
APARTMENTS, LLC	)
Windham, Cumberland County	)
NINE-ACRE PARCEL	) PARTIAL TRANSFER
L-4332-23-H-T (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E and Chapter 2 of Department Rules Concerning the Processing of Applications (06-096 C.M.R. ch. 2, last amended June 9, 2018), the Department of Environmental Protection (Department) has considered the application of WINDHAM VILLAGE APARTMENTS, LLC (applicant) with the supportive data and other related materials on file and FINDS THE FOLLOWING FACTS:

1. In Board Order #L-04332-23-A-X, dated June 28, 1978, the Board approved the development of a shopping center, which included a Shaw's grocery store and other retail development. The project is complete and operating as intended. Most recently, in Department Order #L-4332-23-G-T, dated July 26, 2021, the Department granted after-the-fact approval to B33 Windham II, LLC to transfer the Board Order. The development is located at 770 Roosevelt Trail (Route 302) in the Town of Windham.
2. The applicant is applying for a partial transfer of Board Order #L-4332-23-A-X and subsequent orders as they relate to an approximately nine-acre undeveloped parcel for future construction of an apartment complex. The nine-acre parcel is currently held by B33 Windham II, LLC c/o Bridge 33 Capital.
3. The applicant submitted the following information in support of this transfer request:
 - A. Transfer application dated October 4, 2023, and signed by Alexander Banchero on behalf of B33 Windham II, LLC c/o Bridge 33 Capital, and dated October 5, 2023, and signed by Loni Graiver on behalf of Windham Village Apartments, LLC.
 - B. Financial Capacity: The applicant submitted a letter from Gorham Savings Bank, dated November 16, 2023, stating that the bank has a commercial banking relationship with the applicant. The letter goes on to state that the bank believes the applicant has the development experience and financial capacity to complete a future residential development on the parcel. Additional financial information will be required as part of a future application for development on the parcel.

C. Technical Ability: The applicant stated that it consists of a partnership between Graiver Homes, Inc. and Coppola Properties, Inc. Graiver Homes, Inc. is a family-owned home builder business, and Coppola Properties, Inc. specializes in the sale and lease of commercial investment properties. Together, the team has knowledge and expertise in the real estate industry.

D. A Certificate of Good Standing issued by the Maine Secretary of State for Windham Village Apartments, LLC and dated September 21, 2023.

BASED on the above findings of fact, the Department CONCLUDES that Windham Village Apartments, LLC has provided adequate evidence of financial capacity and technical ability to comply with all conditions of Board Order #L-4332-23-A-X and subsequent orders as they relate to the subject parcel, and to satisfy all applicable statutory and regulatory criteria.

THEREFORE, the Department APPROVES the above noted application of WINDHAM VILLAGE APARTMENTS, LLC for the partial transfer of Board Order #L-4332-23-A-X and subsequent orders as they relate to the subject parcel, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards:

1. The Standard Conditions of Approval, a copy attached.
2. This transfer Order shall not become effective until either B33 Windham II, LLC or Windham Village Apartments, LLC certifies in writing to the Department that the transaction contemplated by the Purchase Agreement between the parties and submitted with the application has occurred.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #L-4332-23-A-X and subsequent orders as they relate to the subject parcel, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 29TH DAY OF NOVEMBER, 2023.

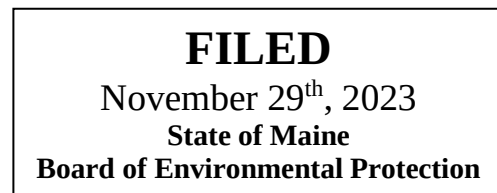
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 

For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

MR/L4332HT/ATS#91570



Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE) STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL
IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021

Contact: (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development ([35-A M.R.S. § 3451\(4\)](#)) or a general permit for an offshore wind energy demonstration project ([38 M.R.S. § 480-HH\(1\)](#)) or a general permit for a tidal energy demonstration project ([38 M.R.S. § 636-A](#)) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, [38 M.R.S. §§ 341-D\(4\)](#) and [346](#); the Maine Administrative Procedure Act, 5 M.R.S. § [11001](#); and the DEP's [Rule Concerning the Processing of Applications and Other Administrative Matters \(Chapter 2\)](#), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in [Chapter 2 § 24](#).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); 06-096 C.M.R. ch. 2; [5 M.R.S. § 11001](#); and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

WINDHAM VILLAGE APARTMENTS, LLC) SITE LOCATION OF DEVELOPMENT ACT
Windham, Cumberland County)
172-UNIT APARTMENT COMPLEX) AMENDMENT
L-04332-87-I-A (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E and Chapters 375, and 500 of Department rules, the Department of Environmental Protection (Department) has considered the application of WINDHAM VILLAGE APARTMENTS, LLC (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In Board Order #L-04332-23-A-X, dated June 28, 1978, the Board approved the development of a shopping center, which included a Shaw’s grocery store and other retail development. The project is complete and operating as intended. The Department approved changes to the original project in subsequent Orders. In Department Order #L-04332-23-G-T, dated July 26, 2021, the Department granted after-the-fact approval to B33 Windham II, LLC to transfer the Board Order. Most recently, in Department Order #L-04332-23-H-T, dated November 29, 2023, the Department approved the partial transfer of the nine-acre undeveloped parcel that is the subject of this Order to the applicant.

B. Summary: The applicant proposes to develop the nine-acre parcel with a multifamily residential community consisting of 172 residential units along with associated utility, drainage and stormwater infrastructure, walkways and landscaped areas, all as shown on a set of plans, the first of which is titled “Windham Village Apartments,” prepared by Gorrill Palmer and dated October 6, 2023, with a last revision date of April 8, 2024. The project site is located at 770 Roosevelt Trail (Route 302) in the Town of Windham.

C. Current Use of Site: The site of the proposed project is currently undeveloped fields and woodland. The nine-acre parcel is part of a larger approximately 25-acre parcel that is currently developed with a Shaw’s Supermarket, a Staples store, and associated outparcel buildings.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be \$33 million. The applicant submitted a letter from Gorham Savings Bank, dated July 21, 2023, indicating that it intends to provide financing for this project. Prior to the start of construction, the applicant must

submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Bureau of Land Resources (BLR) for review and approval.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided additional financing information is submitted as described above.

3. TECHNICAL ABILITY:

The applicant stated that it consists of a partnership between Graiver Homes, Inc. and Coppola Properties, Inc. Graiver Homes, Inc. is a family-owned home builder business, and Coppola Properties, Inc. specializes in the sale and leasing of commercial investment properties. Together, the team has knowledge and expertise in the real estate industry. In addition, the applicant retained the services of Gorrill Palmer, Flycatcher LLC, and GZA Geoenvironmental, Inc. to assist in the design of the proposed project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The proposed project consists of a residential apartment complex, which, when completed, is expected to generate minor noise levels. Adjacent and abutting land uses include commercial shopping to the north, commercial businesses to the east, residential housing and businesses in the south, and additional businesses and a preschool to the west. The property is located in a commercial district.

Construction of the project will occur between 7:00 a.m. and 7:00 p.m. or during daylight hours, whichever is longer. Construction noise generated during this time period is exempt from the Department's noise regulations.

The Department finds that operational noise levels from the proposed project will be minimal.

5. SCENIC CHARACTER:

The project site is surrounded by existing businesses and residential properties. The project includes 16 one-bedroom and 156 two-bedroom multifamily units along with associated utility, drainage, and stormwater infrastructure. The project also includes walkways, landscaped areas, and an outdoor amenity area. It is not anticipated that the residential development will have a negative effect on the scenic character of the surrounding properties. The proposed project meets or exceeds local requirements for front, side and rear setbacks. This will allow for some existing vegetation to remain in

place and provide screening and separation along the development and neighboring properties. Landscaping is proposed to provide additional separation and scenic quality to the site.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site. No fisheries concerns were identified.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicant is not proposing to utilize any formal buffer strips for the proposed project. The applicant incorporated undisturbed buffer areas for the outside edges of the property where practicable. A landscaping plan has been developed to provide adequate screening where necessary.

9. SOILS:

The applicant submitted a Class A High Intensity soil survey map and report, and a preliminary geotechnical report, both prepared by a certified soils scientist and based on the soils found at the project site. No blasting is proposed. This information was reviewed by a geologist from the Bureau of Land Resources (BLR). Blasting is not

anticipated for construction; however, the applicant stated that, if blasting is determined to be necessary, its contractor will prepare blasting plan that will include a pre-blast survey, air blast sound limits and ground vibration, and maximum peak particle velocity. Prior to any blasting on the site, the applicant must submit a blasting plan to BLR for review and approval.

The Department finds that, based on the soil information and BLR's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices provided that, prior to any blasting, a blasting plan is submitted to BLR for review and approval.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 18 acres of developed area of which 8.9 acres is impervious area. It lies within the watershed of the Presumpscot River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. ch. 500, effective August 12, 2015). The proposed stormwater management system consists of a subsurface infiltration system and roof drip edge filters.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system.

The proposed project includes the installation of a Cultec Recharger 920 HD Camber Infiltration System. Prior to occupancy of the residential apartment complex, the applicant must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface chamber infiltration system to the BLR.

Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will control runoff from 97.5% of the impervious area and 80% of the developed area.

The proposed infiltration system was reviewed by staff from BLR. The applicant must ensure that the discharge of soluble pollutants to the infiltration area is minimized and that the infiltration area is maintained to assure that its capacity is unimpaired.

Based on BLR's review, the Department does not anticipate that the infiltration area will adversely impact groundwater quality.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500, § 4(C). During construction, the design engineer, assigned engineer, or other qualified professional should inspect construction of the onsite water quality BMPs to ensure that they are constructed according to the approved plans. The number of site visits required is based on the complexity of the BMPs and the construction schedule. At the end of this process, a report on construction should be sent to BLR, including photos of the completed BMPs and an as-built plan.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500, § 4(C) provided the construction of the stormwater management system is overseen and documented, with a report and as-built plan submitted to BLR as described above.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service, and results in infiltration of stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site.

BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F).

Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, and channel limits and runoff areas.

The Department further finds that the proposed project will meet the Chapter 500 standards for management of stormwater discharges.

11. GROUNDWATER:

The project site is located over a mapped sand and gravel aquifer. The proposed project does not involve the withdrawal of groundwater for water supply or discharge of wastewater on site. However, the project includes a subsurface infiltration system for stormwater management as discussed in Finding 10. The proposed project was reviewed by a BLR geologist.

In a review memorandum, BLR commented that the applicant is proposing subsurface injection of stormwater from a substantial amount of connected impervious area with no effective treatment other than sorbent materials for hydrocarbons, discussed further below. This requires a substantial ongoing groundwater monitoring program, and a program for additional treatment and/or other means of stormwater disposal in the event that the Department determines that the stormwater discharge is causing or contributing to failure of groundwater to meet the required classification, as defined by 38 MRS §§465-C and 470.

BLR stated that groundwater monitoring locations must be established upgradient and downgradient of the proposed discharge, and samples must be collected and analyzed at least quarterly for chloride, zinc, extractable petroleum hydrocarbons (EPH), and volatile petroleum hydrocarbons (VPH). Field parameters must be measured at each sampling event, including water level, temperature, specific conductance, turbidity, pH, Eh (reduction-oxidation potential), and dissolved oxygen; the Department may require other parameters or more frequent monitoring if it determines such parameters to be necessary to assess the impact of the discharge on the receiving water. BLR went on to state that

monitoring locations must be installed and sampled prior to clearing and construction to establish baseline conditions.

The applicant acknowledged the groundwater monitoring requirements outlined above and submitted a Groundwater Monitoring Plan, prepared by Drew Gagnon, P.E. and dated April 8, 2024, that includes provisions for sampling prior to the start of construction. The plan establishes two existing monitoring wells (MW-1 and MW-2) that will be used for sampling prior to construction and for ongoing monitoring, and includes provisions to install two new monitoring wells in locations acceptable to BLR. The plan calls for monitoring prior to construction, and then on a quarterly basis after construction is completed, and includes provisions for additional stormwater treatment in the event the BLR determines that stormwater discharges are causing or contributing to failure of groundwater to meet the required classification.

BLR further commented that the proposed infiltration facility will be a Class V injection well and must be registered with the Underground Injection Control Program. Evidence of this registration must be provided to BLR prior to occupancy. Compliance with Department Rules Chapter 500 can constitute a license-by-rule for the Wastewater Program but does not exempt the license holder and site operator from meeting the standards of both programs. In particular, approval under the stormwater program does not constitute a permit shield from violations of groundwater classification due, in whole or part, from the proposed discharges from this system, and monitoring must continue as long as the discharges are ongoing.

The BLR geologist raised several concerns regarding specific details of the infiltration system and stormwater conveyance structures, including permeability of the proposed infiltration system and measures to capture petroleum compounds with catch basin snouts and sorbent pillows, to which the applicant submitted revised plans, dated April 8, 2024. Details of those plans addressed BLR's concerns.

Regarding snow storage, BLR commented that it must be limited to areas that do not drain to the infiltration facility, and the applicant must designate this area more specifically on plans of the site and describe the specific measures to be used to ensure that any onsite snow storage occurs only outside of areas draining to infiltration; this item was addressed in a subsequent submittal by the applicant. In addition, lease agreements or deeds must specifically prohibit use of the parking area or other areas of the site draining to the infiltration system for any washing or maintenance of vehicles or other equipment, such as boats and trailers, and for long-term storage of vehicles or equipment.

The applicant must also address issues related to required setbacks from existing disposal systems on the two abutting lots on the north side of Route 35, and also to any other wastewater disposal systems on the south side of Route 35, or the north side of Route 35 to the east of the property. The infiltration bed must meet setbacks from these disposal systems required in Department Rules Chapter 500 Appendix D Section 3(b) and cannot result in existing disposal systems becoming inconsistent with setback requirements of Table 7B of the Subsurface Wastewater Disposal Rules. In response, the applicant documented the locations of wastewater disposal systems on properties within 300 feet of

the proposed infiltration system. These appear to be in compliance with setback requirements of the Subsurface Wastewater Disposal Rules and Department Rules Chapter 500. The applicant has relied on the Maine Geological Survey Water Well Database to locate any water supply wells in the vicinity of the infiltration system and has not located wells within 300 feet of the system. The applicant should note that many older wells are not included in this database, and that the infiltration system operator will be liable for additional monitoring or other expenses in the event that any such wells exist and are identified subsequent to construction.

BLR also commented that, by stating in Section 15.7 of the application, that the applicant will not store materials that would require a groundwater protection plan, the applicant is foreclosing use of such materials and equipment requiring such materials, including but not limited to emergency generators powered by liquid petroleum products, oil-containing transformers, sheds or other storage for lawn or landscaping equipment requiring oil or gasoline, on-site storage of salt or sand/salt mixtures for road, pavement, and sidewalk use, storage of fertilizer, herbicide, or insecticide, or other sources of potential contamination, within areas draining to the infiltration facility.

BLR expressed a concern that the applicant had not considered the effects of groundwater mounding in the vicinity of the proposed infiltration system and requested a groundwater mounding analysis based on the system design to demonstrate that the time-to-drainage requirements of Chapter 500, Appendix D, Section 4(d) will be met. In response, the applicant submitted a Groundwater Mounding Evaluation, prepared by R.W. Gillespie & Associates, dated April 3, 2024. Additionally, the applicant stated that, according to its model, the system will drain the storm event (one-inch storm) within the required period. The 10-year storm will drain in approximately 32 hours according to the model; the elevation of the 10-year storm in the system is 303.18. The lowest point of the parking lot is 306.55. The system will accommodate over 3.3 ft of freeboard in the entire system in the 10-year storm.

BLR noted that the mounding analysis was modeled using a relatively small storm event, but that because the system will provide significant storage, flooding should not be a cause for concern. To address this issue, in addition to the monitoring outlined above, the applicant must monitor the water levels in the infiltration system after storms over one inch in a 24-hour period. The applicant acknowledged this requirement and stated that a wireless float system with sensors could be used to measure real-time water levels. The system would correlate to rainfall data. The applicant proposes to implement this type of monitoring system and report a summary of water levels after storm events over one inch in 24 hours annually to BLR.

BLR also stated that, according to the GZA report and consistent with observations of the site, there are several monitoring wells on the site. Any wells that are not approved by the Department to be used as part of the ongoing water quality monitoring described above must be abandoned properly prior to construction, following applicable procedures described in Department Rules Chapter 405.5(H) and applicable Department guidance.

Documentation of proper abandonment of these wells must be provided to the BLR prior to construction.

Based on the above analysis and information in the record, the Department finds that the proposed project will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur. The Department further finds that the proposed project will not have an unreasonable adverse effect on ground water quality provided the applicant complies with the monitoring requirements and proper abandonment of monitoring wells, does not store potential sources of groundwater contamination on site, and registers the infiltration system as a Class V injection well, all as outlined above.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use approximately 30,000 gallons of water per day. Water will be supplied by the Portland Water District (PWD). The applicant submitted an e-mail from the PWD, dated October 4, 2023, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge approximately 30,000 gallons per day of wastewater. The Town of Windham is in the process of designing a public sewer collection and treatment system. This system is anticipated to be complete and operational by the end of 2025. The Town's drip dispersal system has received approval from the Department through a Maine Waste Discharge License (WDL #W009246-6C-A-N), dated May 23, 2023. The design of the system is still underway and the Town and PWD have been coordinating the collection system components with the applicant. Based on this, it is anticipated that the proposed project will be served by this public collection system.

The existing Shaw's supermarket on the site utilizes an onsite wastewater disposal system within the project limits. The applicant is coordinating with the owner of the wastewater system. The system is planned to be decommissioned and removed as part of the proposed project, and the Shaw's building will be tied into the future public sewer system.

As part of this sewer project, it is anticipated a pump station will be located near the intersection of Manchester Drive and Tandberg Trail. The pump station will accept tributary flow from the proposed development and the immediate North Windham/Route 302 area. For preliminary design purposes, a pump station lot is shown separately being conveyed to the Town of Windham/PWD at the southwestern corner of the site, with future operation and maintenance to be assumed by either entity or a combination of both. Appropriate easements will be provided after an agreement has been made with

the entity.

The applicant submitted an email from PWD, dated October 4, 2023, stating that it will accept anticipated flows from the proposed project when the new treatment system is online. This project was reviewed by the Division of Water Quality Management (DWQM) of the BWQ. In a review memorandum dated March 27, 2024, DWQM commented that PWD's new treatment plant is expected to go online in the winter of 2026. The new treatment plant will have a monthly average daily capacity to treat the 154,000 gallons per day of sanitary wastewater generated in the Town of Windham. The proposed project was included in the buildout area of the new collection system, and the potential wastewater generation from development on the property was factored into the design of the new treatment plant.

The project should not be occupied, and no wastewater generated from the site, until such time that the project site is served by the new collection system and the treatment plant is online. Prior to occupancy, the applicant must submit evidence to BLR that the wastewater treatment facility is fully operational.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment provided the wastewater treatment facility is operational prior to any discharge of wastewater from the proposed project.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 10,440 cubic yards of residential municipal solid waste per year. Approximately 4,740 cubic yards of this volume is expected to be recycled. All general solid wastes from the proposed project will be disposed of at Ecomaine in Portland, which is currently in substantial compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 3,600 cubic yards of stumps and grubbings. All stumps and grubbings generated will be processed on site and used as an erosion control measure during construction. Any excess wood waste will be transported to CR Tandberg or RJ Grondin in Windham, or Shaw Earthworks in Standish, all of which are in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 1,402 cubic yards of construction debris and demolition debris. All construction and demolition debris generated will be disposed of at Ecomaine's construction and demolition debris disposal facility, which is currently in substantial compliance with the Maine Solid Waste Management Rules.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project is not located within the 100-year flood plain of any river or stream. The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. ALL OTHER:

All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #L-04332-23-A-X, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided storm sewer grit and sediment removed during maintenance is disposed of properly, an executed maintenance contract is submitted, and the installation of the stormwater management system is inspected and documented, all as discussed in Finding 10.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur provided the applicant conducts a groundwater monitoring program, abandons any unused monitoring wells properly, does not store potential groundwater contaminants on site, and submits evidence of UIC registration, all as discussed in Finding 11.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided documentation is submitted relative to the wastewater treatment facility as discussed in Finding 13.

- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of WINDHAM VILLAGE APARTMENTS, LLC to construct a multifamily apartment complex as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities shall be disposed of in compliance with the Maine Solid Waste Management Rules.
5. During construction, the applicant's design engineer or other qualified professional shall inspect construction of the onsite water quality BMPs to ensure that they are constructed according to the approved plans. At the end of this process, a report on construction, including photos of the completed BMPs and an as-built plan, shall be submitted to BLR for review.
6. Prior to occupancy of the residential apartment complex, the applicant shall submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the subsurface infiltration system to the BLR.
7. The applicant shall conduct a groundwater monitoring program in accordance with its Groundwater Monitoring Plan, dated April 8, 2024. Samples shall be collected and analyzed at least quarterly for chloride, zinc, extractable petroleum hydrocarbons (EPH), and volatile petroleum hydrocarbons (VPH). Field parameters shall be measured at each sampling event, including water level, temperature, specific conductance, turbidity, pH, Eh (reduction-oxidation potential), and dissolved oxygen.
8. Prior to construction, the applicant shall properly abandon any unused groundwater monitoring wells following applicable procedures described in Department Rules Chapter 405.5(H) and applicable Department guidance. Documentation of proper abandonment of the wells shall be submitted to BLR prior to construction.

9. The applicant shall not store potential groundwater contaminants or equipment that relies on them, including but not limited to emergency generators powered by liquid petroleum products, oil-containing transformers, sheds or other storage for lawn or landscaping equipment requiring oil or gasoline, on-site storage of salt or sand/salt mixtures for road, pavement, and sidewalk use, storage of fertilizer, herbicide, or insecticide, or other sources of potential contamination, within areas draining to the infiltration facility.
10. Prior to occupancy, the applicant shall submit to BLR evidence that the proposed infiltration facility has been registered with the Underground Injection Control Program as a Class V injection well.
11. The applicant shall monitor the water levels in the infiltration system after storms over one inch in a 24-hour period and report a summary of the water levels after storm events over one inch in 24 hours annually to BLR.
12. Prior to occupancy, the applicant shall submit evidence to BLR that the new wastewater collection system, including the new pump station, and new wastewater treatment plant are fully operational.
13. All other Findings of Fact, Conclusions and Conditions remain as approved in Board Order #L-04332-23-A-X, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 30th DAY OF MAY, 2024.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

MR/L04332IA/ATS#91569

FILED
May 30th, 2024
State of Maine
Board of Environmental Protection

Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that “all work is to comply with the conditions of the Stormwater Permit.” Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021

Contact: (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development ([35-A M.R.S. § 3451\(4\)](#)) or a general permit for an offshore wind energy demonstration project ([38 M.R.S. § 480-HH\(1\)](#)) or a general permit for a tidal energy demonstration project ([38 M.R.S. § 636-A](#)) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, [38 M.R.S. §§ 341-D\(4\)](#) and [346](#); the Maine Administrative Procedure Act, 5 M.R.S. § [11001](#); and the DEP's [Rule Concerning the Processing of Applications and Other Administrative Matters \(Chapter 2\)](#), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in [Chapter 2 § 24](#).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); 06-096 C.M.R. ch. 2; [5 M.R.S. § 11001](#); and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

Exhibit 11 - Spectrum Bulk Agreement, and Equipment Placement and Wiring Guidelines

COMMUNICATIONS NETWORK AND SERVICE AGREEMENT
(Bulk)

The pages that precede the signature blocks below are referred to as the "Property-Specific Terms". The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement ("Agreement"), which is entered into by the following customer ("Owner") and service provider ("Operator") on the "Effective Date" set forth under Operator's signature below. Each of Owner and Operator may be referred to in the Agreement as a "party", and, together, as the "parties". Capitalized terms used in these Property-Specific Terms without definition will have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses:	Operator Name and Legal Notice Addresses:
Windham Village Apartments LLC	Spectrum Northeast, LLC
Billing Office and Notice Address: 175 Innovation Way Scarborough, ME 04074 Attn: M&R Holdings Telephone: 207-883-3753 Email: abby@mr.holdings All Notices Also Sent to (if applicable):	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations All Notices Also Sent to Office at: 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information:	Owner's Property Management Company Information (if applicable):
Property Address: Windham Village Apartments 770 Roosevelt Trail Windham, ME 04062	Corporate Office Address: 197 US 1 Scarborough, ME 04070 Attn: Maine Properties Telephone: 207.883.3753
Property Type: Apartment	
Number of Units: 172	
On-Site Contact Name: Rebecca Cornell	Contact Name: Maria Risbara
On-Site Telephone: 207.494.1437	Contact Telephone: 207.883.3753
On-Site Email: rebecca@risbara.com	Contact Email: mrisbara@mainepropertiesllc.com

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

- Term.** The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
- Service Commitment Period.** The "Service Commitment Period" is 72 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units .
- Termination Notice.** In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.
- Service Activation Date and Commencement of Billing.** Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is:

- upon (a) Operator installation of the Spectrum Ready equipment within 180 days after the Effective Date and (b) User activation of the Spectrum Ready Service to such Unit.

5. **Special Terms.** The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.

5.1 **Door Fee (after Service Activation Payment) Payment.** . \$350.00 per Unit, for a potential total of \$60,200.00.

5.2 **Owner Remittance Address.** Operator shall send all payments to Owner to the following address: Windham Village Apartments LLC, PO Box 188, Scarborough, ME, 04070, Attn: Drew Campbell

5.3 **Bulk Service Fee.** The "**Bulk Service Fee**" is \$38.00 per Unit x 172 Units = \$6,536.00 per month (plus applicable taxes and fees) for the Services provided on a bulk-billed basis as described below. Operator may increase the Bulk Service Fee by 4% each year beginning the later of the (a) January following the start of the Service Commitment Period, unless the Service Commitment Period starts on the Effective Date and the Effective Date occurs in October, November, or December, in which case Operator shall not increase the Bulk Service Fee until January of the following calendar year or (b) January, 2027 as further specified in the applicable Bulk Service Attachment(s).

5.4 **Bulk Service Ramp-Up Period.**

Notwithstanding any contrary provision in these Property-Specific Terms or any Attachment, the Bulk Service Fee will become payable with respect to each Unit, on the date that (i) a User activates and (ii) Operator begins providing the Bulk Service to such Unit, provided that, Operator shall begin billing Owner the full Bulk Service Fee as described in the Bulk Service Fee section above on the date that Users have activated and Operator begins providing the Bulk Service to all Units at the Property.

5.5 **Bulk Video Service.** Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum TV® Stream; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "**Bulk Video Service**").[If providing Service in common areas then the following language applies], including the following common areas: [Community Rm.] [Fitness Center.]. The Bulk Video Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Video Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Video Service. The channel line-up for the Bulk Video Service is available at <https://www.spectrum.com/bulk-channel-lineup> or the applicable successor URL.

5.6 **Bulk Video Service CPE.** The Bulk Service Fee includes the following Bulk Video Service CPE (if any is necessary to receive Bulk Video Services):

User Responsible

- One Xumo Stream Box(es) or devices with comparable streaming functionality per Unit.

User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

5.7 **Bulk Internet Service.** Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum Ready Fiber Gig (1 Gbps x 1 Gbps) ("Spectrum Ready" for the purposes of the Bulk Internet Services Attachment) including the following common areas: [Community Rm.] [Fitness Center.] at the following Spectrum Ready Fiber Gig (1 Gbps x 1 Gbps) and (b) the CPE listed in the Section below, if any (collectively, the "**Bulk Internet Service**"). The Bulk Internet Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Internet Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Internet Service. Owner acknowledges receipt of the Spectrum Ready Equipment Placement Wiring Guidelines that need to be implemented by Owner and/or Owner's contractor so that Operator can deliver Services.

5.8 **Bulk Internet Service CPE.** The Bulk Service Fee includes the following Bulk Internet Service CPE (if any is necessary to receive Bulk Internet Service):
Owner Responsible (Spectrum Ready) ● Operator will install one always on optical network unit ("ONU") and one Power over Ethernet injector (PoE Injector), located in either a media panel or wall mounted in each unit, and one wireless router wall mounted in each Unit. This CPE is owned by Operator and shall remain in the Unit until the end of the Term. This CPE shall be labeled with Operator's contact information (via a QR code or other similar identifiable information) to allow Users to activate the Spectrum Ready Service. Each User is required to activate and deactivate this CPE upon move in or move out and to maintain an active account with Operator while a User at the Property. Operator provides WiFi connectivity only through Operator-provided CPE, specifically the ONU and wireless router provided to the Unit in this Section. Connection of third-party CPE is not supported and risks compromise both network and device security and interference with other network-enabled functionality, for which Operator shall not be responsible. Owner shall make reasonable efforts to ensure that the CPE is not damaged or removed from a Unit and Owner is responsible for returning the CPE to

Operator. Operator, at its sole cost and expense, shall be responsible for repairing or replacing lost, stolen or damaged CPE, except for lost, stolen or damaged CPE resulting from Owner's or a User's negligence or intentional misconduct. Upgrades to the CPE, if available, will be provided per Operator's then-current terms and conditions.

5.9 Capital Investment by Operator. Operator is making the following capital investment at the Property, which is subject to the Capital Investment Return Attachment: \$154,791.44

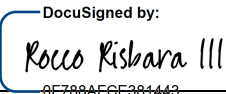
6. **Attachments.** The following Attachments are incorporated into and made a part of the Agreement by this reference.

- [System Installation and Services Attachment](#)
- [Internal Wiring \(Operator Installs or Upgrades Home Run Wiring / Owner Installs or Upgrades In-Unit Wiring\) Attachment](#)
- [Non-Exclusive Marketing Rights Attachment](#)
- [Door Fee \(after Activation\) Payment Attachment](#)
- [Bulk Video Attachment](#)
- [Bulk Internet Attachment Spectrum Ready](#)
- [Capital Investment Return Attachment](#)

7. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures will have the same force and effect as original signatures.

OWNER

Windham Village Apartments LLC

DocuSigned by:

0F788AFCE381443...

Signature
Roccy Risbara

Printed Name
president

Title

OPERATOR

Spectrum Northeast, LLC

By: Charter Communications, Inc., its Manager

Signature
Ben Topor

Printed Name
VP, Spectrum Community Solutions

Title

Effective Date: _____

SYSTEM INSTALLATION AND SERVICES ATTACHMENT

1. **Certain Defined Terms.** When capitalized in the Agreement, the following terms have the following meanings:

"Association" means a resident-controlled owner's association for the Property, including a homeowners' association, condominium owners' association, etc.

"Authorized Representative" means any affiliate, employee, agent, contractor, or other authorized representative of the subject party.

"Claim" means any claim, dispute, controversy, demand, allegation, suit, action or proceeding.

"CPE" means customer premises equipment, including converters, receivers, set-top boxes, modems, routers, gateways, and other similar devices placed within a Unit.

"Demarcation Point" means (a) for Properties with buildings containing multiple dwelling Units (such as apartment complexes, condominiums, etc.), the point at which Operator's distribution plant becomes dedicated to a single or multiple Units; (b) for Properties with stand-alone Units (such as single family homes, garden-style apartments, townhomes, mobile homes, etc.), the distribution panel located on the exterior of each such Unit; and (c) for Properties where there are transient Units or no Units (such as RV Parks, marinas, etc.), to an agreed upon or existing termination point. The location of Demarcation Points may be further specified in the Plans.

"Equipment" means all conduit, wiring (including fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (including wireless access points, optical network units (ONUs), gateways, switches, routers, amplifiers, etc.), software, facilities (including building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.), equipment and all other network infrastructure installed, upgraded or used by Operator at the Property to provide the Services, but excluding the Internal Wiring and CPE.

"Force Majeure Event" means an event or condition beyond a party's reasonable control, including an act of God or government, failure or delay caused by utilities, suppliers or carriers, weather, war, riot, strike, work stoppages, insurrection, vandalism, cabling cuts by third parties, and loss of the right to use rights of way or frequencies, but excluding payment of monies due.

"Internal Wiring" means the wiring on the User side of the Demarcation Point that is or may be used by Operator to deliver Services, regardless of whether in use at any given time.

"IOT" means the Internet of Things, as commonly understood in the telecommunications industry.

"Laws" means all applicable federal, state, and local statutes, rules, regulations, and ordinances, including the rules and regulations of the Federal Communications Commission ("FCC"), and any necessary federal, state and local permits, licenses and approvals.

"Liabilities" means any and all losses, damages, judgments, obligations, costs, assessments, deficiencies, expenses (including court costs and attorneys' fees), physical damage to tangible personal property, bodily injury, death and any other liabilities.

"Pathways" means all conduits, poles, moldings, risers, raceways, shafts and similar pathways and areas at the Property installed, owned or controlled by Operator, Owner or a third party where the System is or will be installed.

"Plans" means the construction plan, design application, scope of work, construction responsibility matrix, or other plans for installation of the System, or, where there are no plans or the plans do not adequately address a specific requirement, Operator's then-current installation methods. Operator owns all right, title and interest in and to the Plans, and the Plans are the confidential information of Operator.

"Services" means all services that Operator and its affiliates offer in the Service Area, including any Services provided on a bulk basis under an Attachment.

"Service Area" means the territory in which the Property is located for which Operator holds a then-current franchise or other legal authority to provide Services.

"Subscriber Terms" means any subscription agreement, terms and conditions of use, acceptable use policies, privacy policies, and other similar policies, in each case as established and modified by Operator in its sole discretion from time-to-time, without notice to Owner or Users, regarding the purchase and use of Services and made available to Users. Subscriber Terms include the (a) acceptable use policy applicable to Internet Services located at <https://www.spectrum.com/policies/residential-terms.html> (or successor URL); (b) privacy policy applicable to the Internet Services located at <https://www.spectrum.com/policies/spectrum-customer-privacy-policy.html> (or successor URL); and (c) general terms of Service located at <https://www.spectrum.com/policies/residential-general-terms-and-conditions-of-service> (or successor URL).

"System" means the Equipment and Internal Wiring.

"Taxes" means any taxes, assessments, fees, charges and other similar costs levied, assessed or imposed by any governmental authority with jurisdiction over a party, including personal property taxes, ad valorem, and real estate-related taxes.

"Unit" means a single dwelling unit, billing unit or outlet, common area (including clubhouse, recreation center, etc.), lot, or boat berth, in each case to which Services are to be provided, as the case may be and as the context reasonably requires.

"User" means a Unit owner or occupant, Owner, Owner Authorized Representative, or other person at the Property, including temporary guests, who subscribe to or are permitted under the Agreement to receive Services.

2. **Right of Access.**

2.1 **Grant of Access.** Owner grants to Operator and its Authorized Representatives a non-exclusive right of access across, under, over, within and through the Property (including within buildings and other improvements and the right to use all Pathways) to permit Operator to exercise its rights and fulfill its obligations under the Agreement ("**Right of Access**"), including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and remove the System; and (b) offer, provide and market Services. This Right of Access commences on the Effective Date and automatically terminates concurrently with the Agreement, except that Operator will have an additional 60-day period after the Term to access the Property to remove or dispose of the System as permitted by the Agreement.

2.2 **Use of Space and Pathways.** The Right of Access includes adequate space for Operator to install the System components that it is obligated to install under the Agreement, in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party will, as between Owner and Operator, be owned by Owner, and Owner grants to Operator the nonexclusive right to access, use, and maintain the Pathways. If Owner is an Association or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then this Right of Access automatically will be limited to the common areas. If any Unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator shall have no obligation to perform any of its obligations under the Agreement with respect to such Unit (including providing Services).

2.3 Other Terms. Owner may be required to execute and have notarized a separate Memorandum of Agreement that includes additional Right of Access terms. Operator may record such Memorandum of Agreement at any time. In the event of any conflict or inconsistency between the terms of this Section and any separately signed Memorandum of Agreement which is required to be executed, the terms of the Memorandum of Agreement govern and control. Owner may grant other rights of access to the Property only if other grants do not interfere with the Right of Access or Operator's use of the System. Operator will have 24x7 access to the System to address emergency conditions. Operator will conduct all routine work at the Property, including installations, disconnections, routine maintenance and testing, during normal and reasonable working hours established by Owner for the Property. At either party's request, an Owner Authorized Representative will accompany Operator's Authorized Representatives while accessing the Property. Notwithstanding any contrary provision in the Agreement, if Laws require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator will continue to own and be permitted to access and use any System components as provided in the Agreement to provide Services to the Property; and (b) any System ownership and removal rights will apply once Laws no longer provide for Operator's access to the Property. Nothing in this Section will operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws, and all rights are reserved by Operator.

3. System Installation, Ownership, Use and Removal.

3.1 Property Inspection. Operator may perform a site survey at the Property prior to System installation or activation of Services. Upon Operator's request, Owner shall provide Operator with all available maps, plats, as-builts and similar drawings of the Property showing improvements (including risers, raceways and similar pathways therein), utility locations, easements, rights of way and similar items affecting System installation. If Operator determines, in its sole discretion, that it would not be commercially sensible to install the System (due to technical issues, costs, Laws, etc.), then Operator will discuss such situation with Owner and, if the parties are unable to come to a resolution, Operator may either terminate the Agreement upon notice to Owner or move forward with installation notwithstanding such situation; provided, however, that if Owner or its on-site personnel requests that Operator place any Equipment or CPE in a location other than as required by the Plans, then Operator (a) shall have no responsibility relating to any issues arising in connection with such placement, including signal degradation, interference, poor coverage, or Equipment/CPE reliability, underperformance or damage (such as overheating); and (b) may require Owner to relocate wiring or Equipment/CPE at Owner's sole expense if such Equipment/CPE requires relocation after installation to address any of the issues related to clause (a) above.

3.2 Equipment Installation; Power. Operator shall, at its sole cost, install the Equipment in a good and workmanlike manner and in accordance with accepted industry standards, Laws and the Plans. Operator shall perform its work at the Property in a manner that reasonably minimizes interference with the operation of the Property and the peaceful enjoyment of the Property by Users. Owner is responsible, at its sole cost, for opening and closing all trenches where the System will be located, and Owner shall ensure that trenches are sufficiently wide and deep to accommodate the Equipment and comply with Laws. Operator may connect to and use standard electric power sufficient to operate the System from the existing electrical sources located at the Property, and the cost of electrical power is included within the consideration provided to Owner under the Agreement. Owner shall, at its sole cost, provide necessary power (and power maintenance) and/or climate control systems (where climate control is required) for any above-ground enclosures required to operate the Equipment.

3.3 Relocation. If Owner desires Operator to relocate any portion of the System, or do additional installation work not required by the Plans, then Owner shall reimburse Operator for all costs actually incurred by Operator (on a time and materials basis at Operator's then-current standard rates) in developing the requested plans and performing any work.

3.4 Removal and Property Restoration. Upon termination of the Agreement and subject to the Right of Access, Operator may either remove the Equipment or leave the Equipment in place, in each case in whole or in part. If Operator fails to remove the Equipment within the time frame permitted by the Right of Access, then any Equipment not removed will be deemed abandoned in place and title thereto automatically will vest in Owner without further action, cost or liability to either party. Any disposal of the Equipment by Owner will be in compliance with Laws. Operator shall, at its sole cost, repair and restore all portions of the Property damaged by Operator to its condition existing immediately prior to any damage, regardless of whether the damage occurred during installation, operation, maintenance, or removal activities.

3.5 Ownership, Maintenance and Use of Equipment. Operator owns and has the exclusive right to access, operate, maintain, upgrade, replace and remove the Equipment. Except as specifically set forth otherwise in the Agreement, the Equipment will at all times remain the personal property of Operator, and is not, and will not be deemed to be, affixed to or a fixture of the Property. Operator retains the risk of damage to and loss of the Equipment, unless damage or loss is caused by Owner or its Authorized Representatives, in which case Owner promptly shall reimburse Operator for its actual costs to repair or replace any damaged or lost Equipment. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the Equipment. Operator shall at all times keep the Equipment in good order, repair and condition, in compliance with Laws. Repeated damage to the Equipment may result in a suspension or termination of Services instead of repair or replacement. Owner shall cooperate with Operator to safeguard any Equipment located within Units or other private or secured areas and assist Operator in removing and recovering any Equipment located within a Unit.

3.6 Internal Wiring Installation, Ownership, Use and Removal. Internal Wiring installation, ownership and use rights and obligations are set forth in the applicable Attachment for Internal Wiring.

3.7 CPE. Unless provided otherwise in an Attachment, Operator owns all CPE provided to Users or Owner or supplied to the Property. The type of CPE provided to Users will be in Operator's sole discretion and subject to availability and change at any time without notice. If a User desires different or additional CPE, then, subject to Operator's policies, availability, and compatibility with any other Services being provided at the Property, such User must obtain any different or additional CPE directly from Operator under Operator's then-current terms and conditions. Users are responsible for any lost, stolen, damaged or unreturned CPE at Operator's then-current replacement charges, and are responsible for returning all CPE to Operator after termination of Services, unless Owner specifically is responsible for any CPE as set forth in the Property-Specific Terms or an Attachment, in which case Owner is responsible for such CPE. CPE replacement may take up to 30 days. Unless specified otherwise in the Property-Specific Terms, each User is responsible to order, pick up and self-install CPE or may, at User's option, arrange directly with Operator to have Operator perform any installation at its then-current rates. Owner will use commercially reasonable efforts to safeguard and return to Operator any CPE left by Users in vacated Units, the Property management office, or other areas of the Property.

3.8 Liens. Operator shall not allow any materialman's or mechanic's liens to attach to the Property in connection with Operator's construction of the System, provision of Services, or performance of the Agreement. Operator shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Operator. Operator shall discharge any liens that are filed in connection with Operator's work within 30 days after receiving notice from Owner of such lien by bonding, payment or otherwise at Operator's sole cost unless Operator has contested, in good faith and by appropriate proceedings, any such liens.

4. System Protection and Interference.

4.1 System Protection. Once the System is installed, it may not be accessed, relocated, removed, disturbed, used or interfered with by Owner or any third party. Owner shall use commercially reasonable efforts to safeguard the System against damage and unauthorized use. If Owner becomes aware of any unauthorized use of the System or receipt of the Services, then Owner promptly shall notify Operator and cooperate with Operator to end the unauthorized use of the System or receipt of Services.

4.2 System Interference. If there is any condition at the Property that interferes with Operator's use of the System or provision of Services, does not comply with technical specifications established by the FCC, including signal leakage, or poses a risk to any person or damage to the System, Operator reserves the right to (a) discontinue the Services to the non-compliant Unit or, at Operator's sole discretion, to the Property, until such time as such interference is cured by Owner or User, as applicable; (b) terminate the Agreement upon notice to Owner; and (c) take any other legal actions as Operator deems necessary. During any interference where Operator elects to continue providing Services, Operator's Services may be degraded due to the effects of such interference and any degraded Services will not be a breach of the Agreement.

5. **Services.**

5.1 **General Operator Obligations.** Owner grants to Operator the right to offer and provide Services at the Property, as may be further detailed in other Attachments. The terms and conditions under which Users purchase and Operator provides Services (including installations and billing) will be pursuant to agreements entered into between Operator and a User or Operator and Owner under a separate Attachment. Owner acknowledges that any person using the Services must abide by and is bound by the Subscribers Terms and Operator may, with or without notice and without breaching the Agreement, suspend, disconnect or refuse to provide Services or CPE to any person who fails to execute, accept or abide by the Subscriber Terms. Subject to Laws, Operator has the right to select and make changes to the programming comprising the video Services offered to persons located in the Service Area (including Users), or add to, discontinue or change the rates and Services or any features, technology or components available to the Property as Operator deems necessary or desirable in its sole discretion. Owner acknowledges that Operator uses certain programming and content owned or provided by third parties and Owner shall not make any Claims against Operator or its affiliates if certain programming or content is interrupted, discontinued or substituted. The rates Operator charges Users will be consistent with the residential rates Operator generally charges in the Service Area, as the same may change from time-to-time. The signal quality of the video Services will meet or exceed any applicable standards prescribed by the FCC. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) except as specifically provided by the applicable Attachment (which may allow Owner to charge Users), sell, resell, or redistribute the Services or CPE to any third party (including a User), or permit any third party to do so.

5.2 **Owner Obligations Regarding User Access Suspension and Reactivation.** If Owner is specifically permitted to suspend/reactivate any User's access to Service Set Identifier(s) (SSIDs) used at the Property, then Owner shall be responsible for (a) educating itself about, and strictly complying with, all Laws related to suspending and reactivating such access; (b) providing prior written disclosure to all potentially affected Users, specifying the conditions and process for suspending and reactivating the access; and (c) providing prior notices to affected Users as required by Laws. Because any access suspension and reactivation is solely Owner's decision and action, Owner shall be liable to Operator for any Claims or issues resulting from such actions, including loss of use of IOT devices or functionality. Notwithstanding any contrary provision in the Agreement, Owner may not be able to suspend access for any User that purchases additional Internet Services directly from Operator. Operator is entitled to, at any time and without notice or liability to Owner, reestablish access and/or Services and/or disable any features providing Owner the ability to suspend/reactivate User access.

5.3 **Privacy and Compliance with Subscriber Terms.** Operator treats private communications on or through its network or using any Internet service it provides as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted or required by Laws. Users are not authorized to use any Service without prior review and acceptance of the Subscriber Terms. If Operator advises Owner that there is no electronic "click-through" method that requires individual Users (including Owner) to read and accept the Subscriber Terms before using the applicable Service(s), and Operator provides written copies of the Subscriber Terms for Owner to distribute to Users, then Owner shall provide the Subscriber Terms in written form for each User to review and Owner shall obtain and maintain in its files each User's written acceptance thereof.

6. **Owner's Representations and Warranties.** Owner represents, warrants and covenants to Operator that (a) Owner is either (i) the sole legal and equitable owner in fee simple of the Property; or (ii) Owner holds a controlling interest in the Property; or (iii) Owner is the sole lessee of the Property for the duration of the Term; or (iv) is an Association representing the Property and the legal owner(s) of the Units; (b) Owner has the full power and authority to negotiate, execute, deliver and perform the Agreement and the legal authority to bind the legal owner(s) of and the holder of fee title to the Property and the Units to (or make the foregoing parties subject to) the Agreement; (c) the legal description attached to the Right of Access is the complete, accurate, and current legal description for the Property; (d) neither Owner nor the Property is subject to or has been threatened with any bankruptcy proceeding, foreclosure action, deed-in-lieu-of-foreclosure transaction, litigation or Claims that could adversely affect Operator's rights under the Agreement; (e) Owner owns or has the right to grant to Operator the right to use all Pathways and System components not owned by Operator as contemplated by the Agreement; (f) Owner shall not rebroadcast or display the Services in a public place or use any part of the Services in connection with a "public performance" unless it has obtained the requisite licenses, consents, and authorizations (including those for music rights, rebroadcast rights, etc.) and paid the appropriate fees (including license fees, music royalties, etc.); (g) Owner is not subject to, and during the Term shall not become subject to, any agreement or understanding with any third party that conflicts with the Agreement; and (h) as of the Effective Date, Owner is not required to obtain any additional consent or approval, to make any filing, or to provide any notices (including approval of Unit owners) in connection with entering into or performing the Agreement.

7. **Operator's Representation and Warranties.** Operator represents, warrants and covenants to Owner that (a) Operator has the full power and authority to negotiate, execute, deliver and perform the Agreement; (b) Operator is not subject to, and during the Term shall not become subject to, any agreement or understanding with any third party that conflicts with the Agreement; (c) Operator has all necessary approvals, consents and governmental authorizations, licenses and permits to provide the Services and shall comply with all Laws applicable to the System and provision of Services; and (d) Operator will maintain during the Term all required licenses, permits, and approvals necessary to permit Operator to operate the System and provide the Services.

8. **Indemnification.**

8.1 **From Operator.** Operator will defend, indemnify and hold harmless Owner and, as applicable, Owner's Authorized Representatives, from and against all Liabilities incurred by Owner and its Authorized Representatives that result from third-party Claims of (a) bodily injury or death; or (b) damage to tangible personal property (excluding software, data and other intellectual property rights) or real property; for each of the foregoing clauses (a) and (b) where such Claims are based on Operator's or Operator's Authorized Representatives' (i) negligence or willful misconduct while at the Property; (ii) breach of any representation or warranty made by Operator under the Agreement; (iii) violation of a third party's rights; or (iv) violation of Laws. The indemnity provisions of this Section shall not apply to the extent that any Liabilities are attributable to the negligence or intentional misconduct of Owner or its Authorized Representatives.

8.2 **From Owner.** Owner will defend, indemnify and hold harmless Operator and, as applicable, Operator's Authorized Representatives, from and against all Liabilities incurred by Operator and its Authorized Representatives that result from third-party (including Users or governmental authorities) Claims (a) of bodily injury or death; (b) of damage to tangible personal or real property; for each of the foregoing clauses (a) and (b) where such Claims are based on Owner's or Owner's Authorized Representatives' (i) negligence or willful misconduct while at the Property; (ii) breach of any representation or warranty made by Owner under the Agreement; (iii) violation of a third party's rights; or (iv) violation of Laws; (c) arising out of Owner's actions or inaction under Section 5.2 (Owner Obligations Regarding User Access Suspension and Reactivation); (d) relating to any inability to use or failure of functionality of Users' IOT applications and devices connected to the System; (e) relating to data privacy or security across the System; or (f) that Users failed to comply with the Subscriber Terms and where Owner has breached Section 5.3 (Privacy and Compliance with Subscriber Terms). The indemnity provisions of clauses (a) and (b) of this Section shall not apply to the extent that any Liabilities are attributable to the negligence or intentional misconduct of Operator or its Authorized Representatives.

8.3 **Procedures.** A party seeking defense and indemnification under this Section ("Indemnitee") promptly shall (a) notify the other party ("Indemnitor") of any Claim for which it is requesting indemnification and tender the defense; and (b) provide all reasonably available facts, circumstances, documents and particulars of the Claim and reasonably assist where requested to enable Indemnitor to defend, settle, and indemnify for such Claim. Failure to promptly comply with the foregoing sentence shall not relieve Indemnitor of its obligations under this Section, except to the extent that such delay or failure materially and demonstrably prejudices Indemnitor's ability to defend or settle such Claim and results in an increase in Liabilities in connection therewith. The Indemnitor, at its sole cost, shall promptly assume the defense and control of such Claim using counsel of its own choosing that is reasonably satisfactory to Indemnitee. Indemnitor promptly shall confirm in writing to Indemnitee that it has assumed the defense and control of the Claim in compliance with this Section. If Indemnitor fails to provide such notice to Indemnitee, then Indemnitee may proceed with defending or settling such Claim under the terms of this Section as if it were the Indemnitor, and it shall notify Indemnitor that it has done so. Indemnitor shall have sole control over such defense, investigation, and settlement negotiations, provided that Indemnitor shall not settle any Claim without first disclosing all terms of the settlement to Indemnitee and obtaining Indemnitee's prior approval.

Indemnitor may withhold approval if the settlement does not provide Indemnitor with a full release regarding such Claim. If Indemnitor timely complies with its obligations under this Section, then Indemnitor shall be responsible for any attorneys' fees or other costs or expenses it incurs in connection with the Claim (such as its own costs of investigation, verification, review, tender, etc.).

9. **Default and Remedies.**

9.1 **Default.** The following will constitute material breaches of the Agreement: (a) a party breaches or fails to meet or perform any material representation, warranty, covenant or other obligation contained in the Agreement and then fails to cure such matter within 30 days (or such other time period specified in the Agreement) after receiving notice from the non-breaching party that reasonably details the breach so as to permit the breaching party to pursue a cure, unless such breach is not reasonably curable within such period, in which case the breaching party will not be deemed to be in breach so long as it has commenced a cure within such period and diligently pursues such cure to completion; (b) a party becomes insolvent or a debtor in a bankruptcy or similar action or proceeding; or (c) the Property becomes subject to foreclosure or similar action or proceeding. Notwithstanding any contrary provision in the Agreement, if a party is required to act pursuant to Laws prior to the required notice or cure period in this Section, then such party will be entitled to act without being in breach of the Agreement.

9.2 **Remedies.** Except as specifically provided otherwise in the Agreement, and in addition to the other rights granted in the Agreement, the non-breaching party will be entitled to seek all remedies available at law or in equity with respect to a breach of the Agreement by the breaching party (including injunctive relief and specific performance in cases where a breach is causing or would cause irreparable damage or where no adequate remedy at law is available), and such rights and remedies will be cumulative. If the breaching party fails to cure a breach of the Agreement, then the non-breaching party may, in addition to all other available remedies, terminate the Agreement upon notice to the breaching party. If Owner is obligated to pay for any Services under the Agreement and Owner defaults pursuant to this Section, then in addition to any other remedies available to Operator, Operator may, without further notice, suspend such Services until the default is cured or stop providing any or all of such Services to Owner and instead begin providing such Services directly to Users on an individually-billed basis during the remainder of the Term. Operator may also terminate the Agreement upon notice to Owner if the System has been damaged more than three times in any 12-month period due to vandalism, unauthorized access, or other activity not authorized by Operator.

9.3 **Termination Payment.** If the Agreement is (a) improperly terminated by Owner; (b) properly terminated by Operator as permitted by the Agreement; or (c) not assumed by any assignee or successor of Owner (regardless of whether such assignee or successor acquires the Property by purchase, transfer, operation of Laws, or otherwise), then Owner shall pay to Operator, within 30 days after the date of Operator's invoice therefor, an amount equal to Operator's reasonably expected revenues for the remainder of the Term had the Agreement been fully performed by the parties until the earliest date of termination permitted by the Property-Specific Terms (the "**Termination Payment**"). Nothing in this Section affects ownership or disposition of the System. If Operator timely receives the Termination Payment from Owner, the Agreement automatically will terminate (if not already terminated) and the remedies provided for in this Section will be Operator's sole remedy and Owner's sole liability for a termination of the Agreement covered by this Section. If another Attachment provides for a different early termination fee or payment, then that Attachment will apply instead of this Section.

9.4 **Competing For Owner's Business.** Operator intends to always compete for Owner's business on price and quality of service. Therefore, in the event Owner is considering competing proposals from another provider for any services similar to the Services after the Term, Owner shall notify Operator and provide Operator 30 days to submit a proposal pursuant to which Operator would offer such services on the same or more favorable terms to Owner. If Operator provides a proposal that is the same or more favorable than the proposal from another provider, then Owner agrees to work with Operator to purchase such services from Operator and, at Owner's discretion, negotiate either an amendment to this Agreement or a new agreement.

10. **Disclaimer of Warranties; Limitation of Liability; Assumed Risks.** EXCEPT AS OTHERWISE STATED IN THE AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, CPE, OR THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY OPERATOR AND WAIVED BY OWNER TO THE EXTENT NOT PROHIBITED BY LAWS. IN NO EVENT WILL OPERATOR BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING DAMAGES BASED ON LOSS OF SERVICE, REVENUE, RENT, PROFIT OR BUSINESS OPPORTUNITY. ALL CLAIMS UNDER THIS AGREEMENT MUST BE INITIATED NO LATER THAN ONE YEAR AFTER THE OCCURRENCE GIVING RISE THERETO OR THEY WILL BE DEEMED WAIVED, EXCEPT WITH RESPECT TO CLAIMS BY OWNER RELATING TO SERVICE CHARGES OR INVOICES FROM OPERATOR OR FOR PAYMENTS DUE FROM OR MADE BY OPERATOR, WHICH MUST BE INITIATED NO LATER THAN SIX MONTHS AFTER THE DATE OF SUCH CHARGE, INVOICE, PAYMENT, OR PAYMENT DUE DATE. THIS SECTION APPLIES NOTWITHSTANDING ANY CLAIM THAT IT DEPRIVES A PARTY OF AN ADEQUATE REMEDY OR CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

THE PERFORMANCE OF INTERNET SERVICES MAY VARY FROM TIME TO TIME BASED ON OVERALL NETWORK USAGE, ENVIRONMENTAL CONDITIONS, DEVICE LIMITATIONS, AND OTHER FACTORS, AND NO MINIMUM TRANSMISSION SPEED, UP-TIME OR AVAILABILITY IS GUARANTEED AT ANY TIME. OPERATOR WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY USE OF THE INTERNET SERVICES BY USERS, INCLUDING FEES INCURRED BY USERS FOR THIRD PARTY CONTENT, PRODUCTS OR SERVICES, OR CIRCUMSTANCES WHERE THE USE OR LOSS OF INTERNET SERVICES RESULTS IN CHARGES BY THIRD PARTIES, FILE OR DATA CORRUPTION OR LOSS, HARDWARE OR SOFTWARE DAMAGE OR LOSS (INCLUDING FROM VIRUSES AND OTHER MALEVOLENT ACTS OR THINGS). OPERATOR MAKES NO WARRANTY AS TO THE SECURITY OF USER COMMUNICATIONS VIA THE SYSTEM OR THE SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR USER COMMUNICATIONS. OPERATOR MAKES NO WARRANTY THAT DATA OR FILES SENT BY OR TO USERS WILL BE TRANSMITTED IN A SECURE, ENCRYPTED OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

OWNER HAS NOT RELIED ON OPERATOR FOR ANY PRIVACY OR SECURITY ADVICE, SECURITY MONITORING, SECURITY EVENT MITIGATION, OR THREAT IDENTIFICATION IN CONNECTION WITH THE INTERNET SERVICES OR USERS' IOT APPLICATIONS OR DEVICES, OR OTHER APPLICATIONS OR DEVICES (WHETHER BY USERS OR THIRD PARTIES), CONNECTED TO THE SYSTEM. OWNER IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ITS OWN BACKUP SYSTEMS FOR REDUNDANCY TO ENSURE CONTINUOUS IOT DEVICE OPERATION. OWNER IS RESPONSIBLE FOR AND ASSUMES ALL LIABILITY OF ANY LOSS OF INFORMATION, SECURITY BREACHES OR INCIDENTS AND TRANSMISSION OF MALICIOUS THINGS OVER OR RELATED TO THE INTERNET SERVICES, USERS' IOT APPLICATIONS OR DEVICES AND ANY OTHER APPLICATIONS OR DEVICES CONNECTED TO THE SYSTEM.

11. **Confidentiality.** Except as specifically allowed in the Agreement, and except for disclosures required by Laws, Owner and Operator will keep confidential and not disclose to any other person the terms, conditions and other information provided in connection with the performance of the Agreement except to financial, legal, and other advisors, and to prospective lenders or purchasers of the Property or System, in each case on a need-to-know basis and provided that such recipients are obligated in writing to maintain the confidentiality of the terms of the Agreement without further disclosure to any other party.

12. **Notices.** Unless otherwise specified in the Agreement, all notices or other communications given in connection with the Agreement will be in writing and will be given by prepaid U.S. certified mail, return receipt requested, or nationally recognized overnight courier service to the applicable addresses set forth at the head of the Agreement or to any other address hereafter directed by a party in writing in compliance with this Section. If questioned, the party sending a notice will have the burden to prove receipt or rejection. Rejected notices sent to the most recent address provided by a party pursuant to this Section will be deemed delivered.

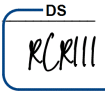
13. **Assignment.** Except as specifically permitted below, neither party will assign the Agreement without the prior consent of the other. Operator may perform any of its obligations under the Agreement using its Authorized Representatives, but Operator shall remain responsible for the performance of such Authorized Representatives. Operator will not be obligated to provide remuneration of any kind to any Owner assignee until a fully-executed, written assumption agreement is provided to Operator.

13.1 **Affiliates; Business Change; Collateral.** Either party may assign the Agreement without notice to or consent from the other party to (a) any affiliate that is at least as capable as the assignor to perform its obligations under this Agreement during the Term; (b) any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination; (c) a lender, as an assignment of collateral to secure credit extended to such party; or (d) in the case of Operator, to any entity that purchases Operator's assets used to provide Services in the Service Area.

13.2 **Sale of Property; Associations.** If Owner sells or otherwise transfers the Property, Owner shall (a) promptly provide Operator with the name, address, telephone, and contact name of the new owner of the Property, as well as a fully-executed copy of such purchaser's written agreement to assume the Agreement; and (b) make the assumption of the Agreement by the new owner of the Property a condition of any sale, transfer or assignment of the Property. If Owner is a developer of the Property, promptly upon the creation at any time of an Association, Owner shall assign all of its rights and delegate all of its duties under the Agreement to Association and shall cause Association to assume the Agreement and all of Owner's rights and obligations hereunder. If the Agreement is not assumed by Association within a reasonable time, not to exceed 180 days after the creation of Association, then, upon notice from Operator, Owner shall pay to Operator the Termination Payment. Upon receipt of a written assumption agreement and if Owner is then current on all payments due to Operator, Owner will be relieved of any further liability or obligations to Operator under the Agreement that are attributable to the period after Operator has received a copy of such written assumption agreement and the new owner or Association, as applicable, will become "Owner" under the Agreement.
14. **Force Majeure Events.** Notwithstanding any contrary provision in the Agreement, neither party will be liable to the other or in breach of the Agreement for any delay or failure to perform under the Agreement if such delay or failure is the result, in whole or part, of any Force Majeure Event; and Operator may, but will not be required to, rebuild any portion of the Equipment substantially damaged or destroyed by a Force Majeure Event or other casualty. So long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the Force Majeure Event, the Term and time for performance equitably will be extended to account for the delay caused by the Force Majeure Event.
15. **Compliance with Laws; Governing Law; Waiver of Jury Trial.** The Agreement is subject to, and in the performance of their respective obligations under the Agreement the parties will comply with, all Laws, and such compliance is not a breach of the Agreement. Unless otherwise stated in the Agreement, nothing in the Agreement will operate as a waiver of a party's rights under Laws. The Agreement is governed by the laws of the state in which the Property is located (the "State"), other than such Laws that would result in the application of the laws of a jurisdiction other than the State. The parties submit to in-personam jurisdiction of the State and waive any objection to improper venue in the applicable federal and state courts located in the State. If Laws prohibit Owner from granting or Operator from obtaining any of the exclusive rights granted under the Agreement, then such rights automatically will be deemed non-exclusive, but only to the extent and for so long as required by Laws. TO THE EXTENT NOT PROHIBITED BY LAWS, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO, AND SHALL NOT REQUEST, A TRIAL BY JURY WITH RESPECT TO ANY CLAIM BROUGHT BY A PARTY AGAINST THE OTHER REGARDING ANY MATTER ARISING OUT OF OR RELATED TO THE AGREEMENT.
16. **Severability.** If any provision of the Agreement is found under Laws to be unenforceable, unreasonable or overbroad, then (a) the parties desire that such provision be enforced to the maximum extent deemed to be reasonable and not overbroad; (b) the parties desire that such provision be modified so that it is enforceable as nearly as possible to the intent of the original provision; (c) thereafter, the parties shall cooperate in good faith to amend such provision so that it is enforceable and meets the intent of the original provision as nearly as possible; and (d) the remainder of the Agreement will be unaffected and will continue in full force.
17. **Scope of Agreement; Modifications; Waivers.** The Agreement constitutes the entire agreement between Owner and Operator with respect to, and supersedes all other agreements and discussions, regardless of whether written or oral or contained in a prior proposal, relating to, the subject matter contained herein. The Agreement can be modified or changed only by a written instrument signed by both parties. The Agreement constitutes an agreement solely among the parties hereto, and is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable, on any person (including any User or Claimant) other than the parties hereto and their respective successors or assigns, or otherwise constitute any person (including any User or Claimant) a third party beneficiary under or by reason of the Agreement. A party's waiver of enforcement of any of the terms or conditions of the Agreement will be effective against such party only if contained in a written instrument signed by an Authorized Representative of such party. The waiver of a party's breach of the Agreement or failure to perform any covenant, condition or obligation will not constitute or be construed to be a waiver of any succeeding breach or failure. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies, will operate as a waiver of any of the rights or remedies of a party. The relationship between Owner and Operator is that of independent contractors, and not one of principal and agent, joint venture or partnership. Individuals employed by each party are not employees of the other, and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security, withholdings, Workers' Compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters.
18. **Taxes; IRS Form W-9.** Owner is solely responsible to pay all Taxes in connection with providing Operator with any space for the System, use of Internal Wiring, or receiving any form of compensation (monetary, in-kind, etc.) from Operator under the Agreement, except for Taxes based on Operator's income or business operations generally (e.g., employee withholdings, unemployment, social security, workers' compensation, etc.). Owner shall provide a completed and signed IRS Form W-9 to Operator concurrently with its signature of the Agreement or Operator will not be obligated to provide Owner with remuneration of any kind (monetary, in-kind, etc.) under the Agreement.
19. **Enforcement Costs.** If any proceeding is brought by a party to enforce or interpret any term or provision of the Agreement, then the prevailing party (that is, the party whose requested relief is closest to the relief finally obtained) in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that party's reasonable attorneys' and experts' fees and expenses.
20. **Operator Facilities.** Operator may install, operate, maintain, repair, upgrade and remove, at its sole cost and expense, one or more antennae, radios, wiring, and other communications equipment and related facilities (collectively, "Operator Facilities") in the Pathways and on the roof and parapets of the Property buildings to provide communications services to Operator's customers. Operator will provide to Owner plans and specifications reasonably detailing the types and location of the Operator Facilities, and such plans will be subject to Owner's prior consent. Owner's consent will be deemed given if Owner does not consent or object in writing within ten days after receiving Operator's request for consent to the proposed plans. The Operator Facilities are completely separate from, and not a part of, the System; provided, however, that the parties' rights and obligations that are applicable to "Equipment" under the Agreement shall apply to the Operator Facilities to the extent that such terms do not conflict with this Section (the "Operator Facilities Terms"). Operator shall operate the Operator Facilities in compliance with Laws, including the right to use any frequencies permitted by Laws. Notwithstanding the expiration or earlier termination of the Agreement, the Operator Facilities Terms will continue to apply until Owner provides Operator with notice that Owner desires Operator to remove the Operator Facilities from the Property. Operator will have six months after receiving such notice from Owner to cease operating and remove the Operator Facilities and repair any damage to the Property as required by the Agreement.
21. **Rules of Construction.** For all purposes of the Agreement, except as otherwise specified elsewhere in the Agreement or unless the context clearly requires otherwise: (a) where the Agreement requires or contemplates, approval, acceptance, authorization, waiver, amendment, change or consent be given by a party, such actions will be in writing and signed by an authorized signatory of such party, and will not unreasonably be withheld, conditioned or delayed; (b) references to "day(s)" means calendar day(s), and includes weekends and holidays, unless specifically stated otherwise (e.g., "business day(s)"); (c) if there are any conflicting or inconsistent terms among Property-Specific Terms, Subscriber Terms, or any Attachment, then Property-Specific Terms will control

to the extent of such conflict or inconsistency, followed by Subscriber Terms, but there is no order of precedence or governance among the Attachments (unless one Attachment specifically states that it supersedes another Attachment in whole or in part), and all terms contained therein will be given equal importance when construing the intent of the parties; (d) the words "including," "included" and "includes" mean inclusion without limitation; and (e) because each party has had reasonable opportunity to review the Agreement with its own legal counsel, Claims that ambiguities are resolved against the drafting party will not apply. Under no circumstances will either party disparage the Services, Property, System, Operator Facilities or business of the other.

22. **Survival.** The following Sections shall survive any termination or expiration of this Agreement: 2 (Right of Access), for the periods specified in such Section; 3.4 (Removal and Property Restoration), for a period of 60 days after the Right of Access expires; 3.5 (Ownership, Maintenance and Use of Equipment); 3.6 (Internal Wiring Installation, Ownership, Use and Removal); 3.7 (CPE); 5.3 (Privacy and Compliance with Subscriber Terms); 8 (Indemnification), for a period of 6 months; 9.4 (Competing for Owner's Business); 10 (Disclaimer of Warranties; Limitation of Liability; Assumed Risks); 11 (Confidentiality); 12 (Notices); 15 (Compliance with Laws; Governing Law; Waiver of Jury Trial); 16 (Severability); 17 (Scope of Agreement; Modifications; Waivers); 18 (Taxes; IRS Form W-9); 19 (Enforcement Costs); 20 (Operator Facilities); 21 (Rules of Construction); and 22 (Survival).

Owner Initials DS


Operator Initials _____

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INTERNAL WIRING (OPERATOR INSTALLS OR UPGRADES HOME RUN WIRING / OWNER INSTALLS OR UPGRADES IN-UNIT WIRING) ATTACHMENT

1. Owner Installation of In-Unit Wiring. To the extent not already existing and operational, Owner shall, at its sole cost, furnish and install, or upgrade, (a) that portion of the Internal Wiring commencing at the designated connection point in or about the Unit (which often is an in-unit distribution panel or junction box) (the "Connection Point"), all throughout the Unit, and terminating at the outlets/faceplates ("In-Unit Wiring"); and (b) any Pathways to house the Internal Wiring; in each case in compliance with Laws (including Laws that apply to Operator's use of the Internal Wiring to deliver Services, such as signal leakage requirements) and the Plans, in consultation with Operator, and in compliance with any specifications provided by Operator to Owner in writing.
2. Operator Installation of Home Run Wiring. To the extent not already existing and operational, as determined by Operator in its sole discretion, Operator shall, at its sole cost, in compliance with Laws and the Plans, furnish and install, or upgrade, that portion of the Internal Wiring running from the Demarcation Point to the Connection Point (the "Home Run Wiring") where it will connect with the In-Unit Wiring.
3. Operator Inspection. If the In-Unit Wiring already is installed and operational, then Owner shall provide Operator with a reasonable opportunity to inspect and test the In-Unit Wiring prior to performing any of its obligations under the Agreement. If Owner is installing or upgrading the In-Unit Wiring, then Owner shall notify Operator when such installation or upgrading is complete and provide Operator with a reasonable opportunity to inspect and test the In-Unit Wiring. If Operator identifies any deficiencies in the In-Unit Wiring, then Operator shall notify Owner and Owner promptly shall correct such deficiencies to Operator's reasonable satisfaction and provide Operator the opportunity to again inspect and test the In-Unit Wiring, after which the process stated in this Section shall be repeated until Owner has corrected all deficiencies in the In-Unit Wiring. Operator shall not be obligated to provide any Services unless and until Operator (a) has inspected, tested and approved the In-Unit Wiring as meeting the installation or upgrade requirements of this Attachment; and (b) has been granted access to and use of the In-Unit Wiring to provide Services.
4. Ownership and Use of In-Unit Wiring. The In-Unit Wiring is a fixture of the Property and shall at all times remain the personal property of Owner. Owner hereby grants to Operator the exclusive right to access, use, maintain, repair, replace and upgrade the In-Unit Wiring during the Term. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the In-Unit Wiring. If Owner is an Association and is prohibited from granting Operator the exclusive right to use all of any part of the In-Unit Wiring, then such use right shall be non-exclusive and/or pursuant to use rights granted to Operator directly by Users. If the exclusive use rights granted to Operator in this Section become unenforceable under Laws, then such use rights automatically shall become non-exclusive for so long as and to the extent required by Laws, in which case Owner shall not authorize or permit any other provider, entity or person to concurrently use any portion of the In-Unit Wiring during any period that Operator is using such In-Unit Wiring to provide Services to a User.
5. Ownership and Use of Home Run Wiring. Operator shall install or upgrade the Home Run Wiring and own and have the right to control use of the Home Run Wiring subject to the limited extent to which restrictions may apply under applicable Laws, and the Home Run Wiring shall not be deemed to be a fixture of or improvement to the Property. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the Home Run Wiring. Disposition of the ownership and control of the Home Run Wiring after the lawful termination of Operator's rights to remain on the Property, shall be handled by the Parties in accordance with 47 CFR § 76.804, unless otherwise agreed upon by the Parties in writing.
6. Maintenance, Repair and Upgrading. Operator, at its sole cost, shall conduct routine maintenance and repairs of any Internal Wiring during any period that Operator is using such Internal Wiring to provide Services to a User. Operator is not obligated to replace or upgrade any Internal Wiring, but if Operator determines, in its sole discretion, that the replacement or upgrade of Internal Wiring is necessary to continue providing Services, and if Owner agrees in writing to pay 50% of Operator's costs of such replacement or upgrade, then Operator shall complete such replacement or upgrade and such replaced or upgraded Internal Wiring shall be subject to all of the terms of this Attachment. The foregoing sentence does not apply where Owner is an Association.

16229715.01 - 4/10/2021

NON-EXCLUSIVE MARKETING RIGHTS ATTACHMENT

1. **General.** Operator hereby appoints Owner as its non-exclusive marketing representative at the Property and Owner shall, subject to Laws, market the Services to the occupants and prospective occupants of the Property on a non-exclusive basis. Owner shall refer all inquiries regarding Services to Operator and provide Users and prospective Users with Operator contact information. Owner will direct all Users to report all maintenance or other problems with the Services directly to Operator and Owner will use reasonable efforts to notify Operator of any damages to the System or Service problems of which Owner becomes aware.
2. **Marketing by Operator.** Owner hereby grants to Operator the non-exclusive right to conduct the following marketing and promotional activities for the Services: (a) marketing via digital means and portals; (b) marketing on-site at the Property by means of distribution of printed and digital advertising materials and Service information; and (c) contacts, demonstrations of Services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on a nonexclusive basis (including supplying, at Operator's request, current lists of the mailing addresses of Users and allowing, at Operator's request, the display of advertising materials in common areas of the Property and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with Laws. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided by Operator. Operator may market Services without Owner's assistance to Unit occupants directly, including door-to-door solicitation, on-site marketing campaigns related solely to the Services, lobby displays, distribution of marketing materials to mailboxes or display sales materials in the lobby of the Property; provided however, that any such on-site marketing campaigns shall be limited to the Services and shall be subject to the prior reasonable and timely approval of Owner (including approval of the locations of any marketing displays at the Property).
3. **Marketing by Owner.** Owner shall, and Owner shall cause its on-site Authorized representatives to, promote Operator's Services to Users on a non-exclusive basis. Operator, at its sole cost, shall provide Owner with sales support and materials for use in assisting residents to order Services. Owner shall at a minimum perform the following promotional activities for Operator, using marketing materials provided by Operator at Operator's sole cost: (a) include Operator's marketing materials in "welcome", "move-in" and similar information packages that are distributed to new and prospective Unit occupants; (b) display Operator's marketing materials in common areas of the buildings; (c) include Operator and a description of the Services in any general listings of goods and services available at the Property; (d) include Operator's marketing materials or information in communications to Users (e.g., building newsletters or emailed communications, online portals for Unit occupants, etc.); (e) permit Operator (if desired by Operator and at Operator's expense) to host on-site events to promote the Services, subject to Owner's reasonable approval as to frequency, time, format, location and activities; (f) if applicable, and if made available to other providers, provide Operator with exposure and marketing on its web-page, community information channel, or any other Internet-accessible service ordering format for the Services, in a form, appearance, and content reasonably acceptable to Operator; and (g) any other marketing initiatives on which Owner and Operator desire to work collaboratively to promote the Services. Subject to Laws, Owner shall provide Operator with a list of those Unit addresses having a change in occupancy status during each calendar quarter. Operator reserves the right, in its sole discretion, to accept or reject prospective Users solicited by Owner based on Operator's then-current policies and standards.
4. **Other Marketing.** Owner shall not grant a competing provider more favorable marketing rights than those granted to Operator. Operator acknowledges that Owner may also promote the communications services of other providers, some of which may be competitors of Operator. If Owner elects to promote the services of other providers in addition to Operator's Services, Owner shall provide Operator with equal or better marketing opportunities and exposure at the Property, including displaying Operator's marketing materials with at least equal prominence, duration and exposure as Owner provides the marketing materials of other providers, providing door-to-door marketing opportunities, and providing access to Unit occupant information. Under no circumstances will either party disparage the Services, Property, System or business of the other.
5. **No Intellectual Property License.** Except for Owner's distribution of Operator-provided marketing materials at the Property and the limited licenses granted in this Attachment, nothing in the Agreement shall be deemed or construed to be a license or other grant of rights to use the other party's copyrighted materials, trademarks, service marks, trade names, logos, or other intellectual property or proprietary rights without the prior consent of such party.
6. **Marks; Limited License.** All materials developed by a party, including advertisements, promotions, marketing materials and newsletters using the other's service marks, logos, trade names, trademarks, insignia and symbols ("Marks") or any reference thereto, shall be submitted to the other in advance for prepublication review and approval with respect to, but not limited to, context, style, content appearance, composition, timing and media. Each party shall properly acknowledge the other's ownership of its Marks in all materials. No party shall do business under any the other's Marks or derivatives or variations thereof, and neither party shall directly or indirectly hold itself out as having any relation to the other or its Authorized Representatives, except as specifically authorized in this Attachment. The Marks only may be used by to promote the Services during the Term.

16193279.03 – 4/15/2021

DOOR FEE (AFTER SERVICE ACTIVATION) PAYMENT ATTACHMENT

1. General Terms. In partial consideration for the rights granted by Owner to Operator under the Agreement, Operator shall pay to Owner a per Unit payment as specified in the Property-Specific Terms ("Door Fee Payment"), payable after the initial Service Activation Date and within 90 days after Operator activates Service(s) to each applicable Unit.
2. Reimbursement of Door Fee Payment. In addition to any other remedies available to Operator under the Agreement or pursuant to Laws, if Operator is denied any of its marketing rights, Internal Wiring rights, or Property or System access rights granted under the Agreement, regardless of whether caused by an uncured breach of the Agreement by Owner, inability to enforce such rights under Laws (such as due to subsequent legislation, litigation, administrative action, etc.), or otherwise, then Owner shall refund to Operator the following amount within 30 days of receipt of Operator's invoice therefor:

Reimbursement of Door Fee Payment = Door Fee Payment made by Operator, multiplied by the quotient of (A) the number of months left in the Service Commitment Period at the time the triggering event above occurs, divided by (B) the total number of months in the Service Commitment Period. Partial months are deemed to be whole months for purposes of this calculation.

16248160.01 – 06/21/2023

BULK VIDEO SERVICE ATTACHMENT

1. **Bulk Video Service.** Operator will activate and provide the Bulk Video Service specified in the Property-Specific Terms on a bulk-billed basis in accordance with this Attachment. Notwithstanding the foregoing, Operator shall not be required to provide the Bulk Video Service to any Unit until Owner has provided a complete and accurate list of addresses for each Unit that will receive the Bulk Video Service. Owner shall not take any action that would alter, modify or otherwise change the underlying signals comprising the Bulk Video Service. Users may order additional Services directly from Operator to the extent available and compatible with the Bulk Video Service and other Services being provided. Owner hereby authorizes Unit occupants to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling Units of the Property. If Owner prohibits the installation of additional outlets, then Owner shall notify Unit occupants of such policy as part of their lease and property rules and regulations.
2. **Bulk Video Service CPE.** The Bulk Service Fee includes only the CPE specifically provided to Owner and Users under the Property-Specific Terms, and Owner and/or Users are responsible for all such specified CPE as provided in the Agreement.
3. **Bulk Service Fee.** The monthly Bulk Service Fee is set forth in the Property-Specific Terms and applies regardless of whether Units are occupied or the Bulk Video Service is used. Owner may charge Users an amenity fee for the Bulk Video Service. The Bulk Service Fee excludes, and Owner is responsible to pay, all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government (PEG) access fees, retransmission consent fees or costs, surcharges, rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental authority, or other fees that Operator may lawfully pass through to Users and/or Owner. Operator shall have the right to increase the Bulk Service Fee by the amount set forth in the Property-Specific Terms. Bulk Service Fee increases may be cumulative if not taken in the previous year(s). If Operator's video programming costs materially increase (a) during any 12-month period starting on the Effective Date, or (b) during any 36-month period starting on the Effective Date, then upon notice to Owner, which notice may not be given by Operator before three years from the Effective Date, Owner and Operator shall have 90 days to renegotiate a new Bulk Service Fee and rate increases for the remainder of the Term. If Operator and Owner are unable to reach such agreement, and Operator is unwilling to continue providing the Bulk Video Service at the then-current contract rate, then Operator may elect to provide six months prior notice of termination of this Attachment. Upon any debulk of the Bulk Video Service, Operator shall bill to Owner a continuing Bulk Service Fee applicable to Bulk Internet Service equal to eighty-five percent (85%) of the then-current Bulk Service Fee (plus applicable taxes and fees) for the remainder of the applicable Service Commitment Period.
4. **Invoices, Billing and Payment of Bulk Service Fee.** Operator will bill the Bulk Service Fee (plus applicable taxes and fees) to Owner on a monthly basis in advance and payment by Owner shall be due within 30 days after the date of such invoice. If Operator does not present an invoice before the first day of the month for which the Bulk Service Fee is due, such failure shall not constitute a waiver of the Bulk Service Fee, and Owner promptly shall pay such invoice when delivered by Operator. Late fees will be charged to Owner in accordance with Operator's then-current policies and subject to Laws. Owner may dispute any portion of an invoice in good faith by notifying Operator in reasonable detail as to the basis for the dispute at any time prior to 60 days after the date of Operator's invoice, and the parties shall use commercially reasonable efforts to promptly resolve such dispute. Under no circumstances may Owner submit an invoice dispute to Operator after such 60-day period. If the parties fail to mutually resolve the dispute within 30 days after Owner's notice, all disputed amounts immediately shall be due and payable. Nothing herein shall be construed as a basis for withholding payment of any portion of an invoice that is not disputed in good faith, and Owner has no right to set-off, apply a credit against, deduct, or otherwise withhold any amount payable under the Agreement. Owner will pay the disputed portions of an invoice promptly following the resolution of such dispute.
5. **Change in Number of Units Billed.** Operator, in its sole discretion, may increase or decrease the total number of Units billed each year to match the actual number of Units, common areas or other sites being served or to be served at the Property. Nothing in the Agreement shall require Operator to expend funds to increase or decrease the number of Units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms. Upon Owner's request, and if an annual increase in the total number of Units or sites served will exceed 10%, then Operator shall provide documentation to Owner reasonably demonstrating the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).
6. **Termination of Attachment for Cause.** Owner's failure to pay the Bulk Service Fee in full by the due date shall be a material breach of the Agreement, and Operator may, in its sole discretion, (a) suspend the Bulk Video Service upon 30 days prior notice to Owner; and/or (b) terminate this Attachment upon 30 days prior notice to Owner, in which case Owner shall pay the Bulk Service Fee that otherwise would have been payable by Owner during the Service Commitment Period as if this Attachment had not been terminated. Upon any such suspension or termination of the Bulk Video Service, Operator may solicit and offer to Unit occupants any of its Services (including those previously comprising the Bulk Video Service) on an individual subscription basis for the remainder of the Term. In addition, this Attachment may be terminated by (i) either party upon notice in the event of an uncured default by the other under the Agreement; or (ii) concurrently with any termination of the Bulk Internet Service Attachment, if any, by the party entitled to terminate the Bulk Internet Service Attachment.
7. **Termination for Convenience by Owner.** Owner may terminate the Agreement for convenience upon 90 days prior notice to Operator and payment of an early termination fee (for purposes of this Attachment only, "ETF"). In addition, if (a) Owner sells or otherwise transfers the Property to a party that does not assume the Agreement in writing; or (b) Operator terminates this Attachment or the Agreement due to Owner's uncured breach, except for a breach for Owner's failure to pay the Bulk Service Fee (which is subject to a separate remedy in this Attachment), then Owner shall pay the ETF to Operator upon consummation of the sale of the Property or the date of termination by Operator,

as applicable. The ETF is calculated as follows: (1) ETF Percentage; multiplied by (2) the number of months remaining in the Service Commitment Period; multiplied by (3) the then-current Bulk Service Fee. For purposes of clarity, if the Agreement is terminated pursuant to this Section, then all early termination fees payable under other Attachments also apply. Partial months shall be pro-rated on a daily basis.

The “ETF Percentage” is equal to the following:

<u>Service Commitment Period (in months)</u>	<u>ETF Percentage</u>
84 or less	83%
96	80%
108	78%
120	77%

Owner Initials

Operator Initials

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RCR/II

16273772.02 - 06/21/2023

BULK INTERNET SERVICE ATTACHMENT

Spectrum Ready

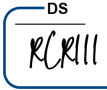
1. Bulk Internet Service. Operator will activate and provide the Bulk Internet Service specified in the Property-Specific Terms on a bulk-billed basis in accordance with this Attachment. If the Bulk Internet Service is activated with asymmetrical speeds, Operator will take those steps necessary to upgrade the facilities serving the Property to enable delivery of its symmetrical speed tier for the Spectrum Ready Services after such symmetrical speed tier is available to all residential users within the Service Area. Notwithstanding the foregoing, Operator shall not be required to provide the Bulk Internet Service to any Unit until Owner has provided a complete and accurate list of addresses for each Unit that will receive the Bulk Internet Service. Owner shall not take any action that would alter, modify or otherwise change the underlying signals comprising the Bulk Internet Service. Users may order additional Services directly from Operator to the extent available and compatible with the Bulk Internet Service and other Services being provided. Owner hereby authorizes Unit occupants to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling Units of the Property. If Owner prohibits the installation of additional outlets, then Owner shall notify Unit occupants of such policy as part of their lease and property rules and regulations.
2. Bulk Internet Service CPE. The Bulk Service Fee includes only the CPE specifically provided to Owner and Users under the Property-Specific Terms, and Owner and/or Users are responsible for all such specified CPE as provided in the Agreement. Operator provides WiFi connectivity only through Operator-provided CPE, specifically the ONU and wireless router provide in Property Specific Terms. Connection of third-party CPE is not supported and risks compromise of both network and device security and interference with other network-enabled functionality, for which Operator shall not be responsible. Owner shall make reasonable efforts to ensure that the CPE is not damaged or removed from Units.
3. Bulk Service Fee. The monthly Bulk Service fee is set forth in the Property-Specific Terms and applies regardless of whether Units are occupied or the Bulk Internet Service is used. Owner may charge Users an amenity fee for the Bulk Internet Service. The Bulk Service Fee excludes, and Owner is responsible to pay, all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, surcharges, rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental authority, or other fees that Operator may lawfully pass through to Users and/or Owner. Operator shall have the right to increase the Bulk Service Fee by the amount set forth in the Property-Specific Terms. Bulk Service Fee increases may be cumulative if not taken in the previous year(s).
4. Invoices, Billing and Payment of Bulk Service Fee. Operator will bill the Bulk Service Fee (plus applicable taxes and fees) to Owner on a monthly basis in advance and payment by Owner shall be due within 30 days after the date of such invoice. If Operator does not present an invoice before the first day of the month for which the Bulk Service Fee is due, such failure shall not constitute a waiver of the Bulk Service Fee, and Owner promptly shall pay such invoice when delivered by Operator. Late fees will be charged to Owner in accordance with Operator's then-current policies and subject to Laws. Owner may dispute any portion of an invoice in good faith by notifying Operator in reasonable detail as to the basis for the dispute at any time prior to 60 days after the date of Operator's invoice, and the parties shall use commercially reasonable efforts to promptly resolve such dispute. Under no circumstances may Owner submit an invoice dispute to Operator after such 60-day period. If the parties fail to mutually resolve the dispute within 30 days after Owner's notice, all disputed amounts immediately shall be due and payable. Nothing herein shall be construed as a basis for withholding payment of any portion of an invoice that is not disputed in good faith, and Owner has no right to set-off, apply a credit against, deduct, or otherwise withhold any amount payable under the Agreement. Owner will pay the disputed portions of an invoice promptly following the resolution of such dispute.
5. Change in Number of Units Billed. Operator, in its sole discretion, may increase or decrease the total number of Units billed each year to match the actual number of Units, common areas or other sites being served or to be served at the Property. Nothing in the Agreement shall require Operator to expend funds to increase or decrease the number of Units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms. Upon Owner's request, and if an annual increase in the total number of Units or sites served will exceed 10%, then Operator shall provide documentation to Owner reasonably demonstrating the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).
6. Termination of Attachment for Cause; Suspension or Disconnection of Bulk Internet Service. Owner's failure to pay the Bulk Service Fee in full by the due date shall be a material breach of the Agreement, and Operator may, in its sole discretion, (a) suspend the Bulk Internet Service upon 30 days prior notice to Owner; and/or (b) terminate this Attachment upon 30 days prior notice to Owner, in which case Owner shall pay the Bulk Service Fee that otherwise would have been payable by Owner during the Service Commitment Period as if this Attachment had not been terminated. Upon any such suspension or termination of the Bulk Internet Service, Operator may solicit and offer to Unit occupants any of its Services (including those previously comprising the Bulk Internet Service) on an individual subscription basis for the remainder of the Term. In addition, this Attachment may be terminated by (i) either party upon notice in the event of an uncured default by the other under the Agreement; or (ii) concurrently with any termination of the Bulk Video Service Attachment, if any, by the party entitled to terminate the Bulk Video Service Attachment. Operator may temporarily or permanently disconnect, in whole or in part, the Bulk Internet Service in an individual Unit or area on the Property, with or without notice to Owner and/or Users, without breaching the Agreement or incurring any resulting obligation or liability, if Operator in good faith believes that Owner or any User or individual accessing the Bulk Internet Service through Owner's or a User's account (x) uses the Bulk Internet Service in violation of this Attachment, the Subscriber Terms, or Laws; (y) to engage in any conduct that is unlawful, fraudulent, inappropriate or intended to harass a third party; or (z) causes, is involved in, or is subject to a security breach or compromise.
7. Termination for Convenience by Owner. Owner may terminate the Agreement for convenience upon 90 days prior notice to Operator and payment of an early termination fee (for purposes of this Attachment only, "ETF"). In addition, if (a) Owner sells or otherwise transfers the Property to a party that does not assume the Agreement in writing; or (b) Operator terminates this Attachment or the Agreement due to Owner's uncured breach, except for a breach for Owner's failure to pay the Bulk Service Fee (which is subject to a separate remedy in this Attachment), then Owner shall pay the ETF to Operator upon consummation of the sale of the Property or the date of termination by Operator, as applicable. The ETF is calculated as follows: (1) ETF Percentage; multiplied by (2) the number of months remaining in the Service Commitment Period; multiplied by (3) the then-current Bulk Service Fee. For purposes of clarity, if the Agreement is terminated pursuant to this Section, then all early termination fees payable under other Attachments also apply. Partial months shall be pro-rated on a daily basis.

The "ETF Percentage" is equal to the following:

Service Commitment Period (in months)	ETF Percentage
84 or less	83%
96	80%
108	78%
120	77%

8. Additional Bulk Internet Service Terms.
- 8.1 Electronic Addresses; No Liability for Changes of Address. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Operator are the property of Operator. Owner may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses. Operator may change addressing schemes, including e-mail and IP addresses.

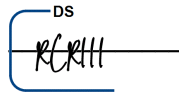
- 8.2 Access and Use. Owner agrees to take commercially reasonable steps to ensure that any person who has access to the Bulk Internet Service through any of Owner's computer(s), Property, facilities or account within Owner's control shall comply with the terms of this Attachment.
- 8.3 Third-Party Hardware/Software Support; Security; Data Loss. Operator does not support third-party hardware or software supplied by Owner or Users. Owner shall be responsible for the implementation of reasonable security procedures and standards on all of Owner's computer(s), Property, facilities or account within Owner's control.
- 8.4 Content. Owner acknowledges that any content that Owner or Users may access or transmit through the Bulk Internet Service is provided by independent content providers, over which Operator has no control. Operator does not (a) preview content or exercise editorial control; (b) endorse any opinions or information accessed through the Bulk Internet Service; and (c) assumes no responsibility whatsoever for content accessed. Operator disclaims any responsibility for the accuracy, reliability or quality of the information obtained using the Bulk Internet Service. Such content or programs may include misinformation or content that is infringing, abusive, profane or sexually offensive.
- 8.5 Installation of Upgrades.
- 8.5.1 Coaxial Cable Installation: Owner will contract with a certified electrician if Operator determines in its sole discretion that it needs to upgrade or install new wiring to comply with Operator's technical specifications for delivery of Spectrum Ready Service. After installation or upgrading, Owner shall be responsible for the ongoing repair and maintenance of the electrical wiring required for the delivery of Spectrum Ready Service. Any such wiring shall be a permanent fixture/upgrade to the Property, owned by Owner, and Owner hereby grants to Operator the exclusive right to use such wiring during the Term. Owner shall be responsible for the ongoing repair and maintenance of any such newly installed or upgraded wiring. Owner is responsible for ensuring that the electrical wiring installed by the certified technician meets all applicable construction and electrical code requirements. For purposes of clarity, the electrical wiring referenced in this paragraph is not part of the Internal Wiring, which is handled separately in the applicable Attachment. The Equipment or CPE provided may also include wireless access points, switches, access gateway systems, wireless access controller systems, power distribution units (PDUs), and uninterruptible power supplies (UPSs), in each case as necessary to provide the Bulk Internet Service.
- 8.5.2 Fiber Installation: Owner will contract with a certified electrician if Operator determines in its sole discretion that the media panel installed at the Property requires new or upgraded wiring to comply with Operator's technical specifications for delivery of Spectrum Ready Service. After installation or upgrading, Owner shall be responsible for the ongoing repair and maintenance of the electrical wiring required for the delivery of Spectrum Ready Service. Notwithstanding any contrary provision in the Agreement, all Equipment and CPE located inside the media panel is owned by Operator and Operator has exclusive use of such Equipment and CPE. Operator also has the exclusive right to use any newly installed or upgraded wiring under this Section. For purposes of clarity, the electrical wiring referenced in this paragraph is not part of the Internal Wiring, which is handled separately in the applicable Attachment. The media panel is owned by Owner and Owner hereby grants Operator the exclusive right to use the media panel during the Term. The Equipment or CPE provided may also include wireless access points, Power over Ethernet injectors (PoE injectors), and/or power distribution units (PDUs), in each case as necessary to provide the Bulk Internet Service.
- 8.6 WiFi Support. WiFi Bulk Internet Service support is available to Owner by calling (843) 647-7732, and is available 24 hours per day, seven days per week, and includes remote testing, diagnostics and on-site repairs as required. Except as otherwise specified in this Attachment, Operator is responsible for repair, maintenance and customer service related to the WiFi Equipment and Bulk Internet Service. For additional repair and maintenance, Owner shall have Users call Spectrum Ready customer support at (833) 798-0166.
- 8.7 Removal of Equipment and CPE. Failure of Owner to return or allow Operator to retrieve any Equipment or CPE within 30 days after Bulk Internet Service is terminated will result in a charge to Owner's account equal to the current value of the unreturned Equipment and CPE.

Owner Initials	Operator Initials
<div><div>DS</div><div></div></div>	<div><div></div><div></div></div>

CAPITAL INVESTMENT RETURN ATTACHMENT

If, because of Owner's uncured breach of the Agreement, Operator is prohibited from or is unable to (a) install its Equipment; (b) connect with or use the Internal Wiring as permitted by the Agreement; or (c) provide Services to the Property, Operator may terminate the Agreement and, in such event, Owner will reimburse Operator, as Owner's sole liability under the Agreement, for the installation costs (including labor) incurred by Operator up to the date that installation of the Equipment or Service deployment was halted; provided that Owner's reimbursement obligation under this paragraph declines on a monthly straight-line, pro-rata basis over the Term commencing on the Service Activation Date (if applicable) and is capped at the amount set forth in the Property-Specific Terms. Owner shall pay such amount to Operator within 60 days following Owner's receipt of Operator's invoice therefor. Upon request, Operator shall provide reasonable supporting documentation for the costs being reimbursed.

Owner Initials

^{DS}


Operator Initials

16255652.01 - 4/10/2021



Equipment Placement & Wiring Guidelines

Guidelines for Fiber to the Unit Deployments of Spectrum Ready

Version 1.4 Updated: 3/12/25

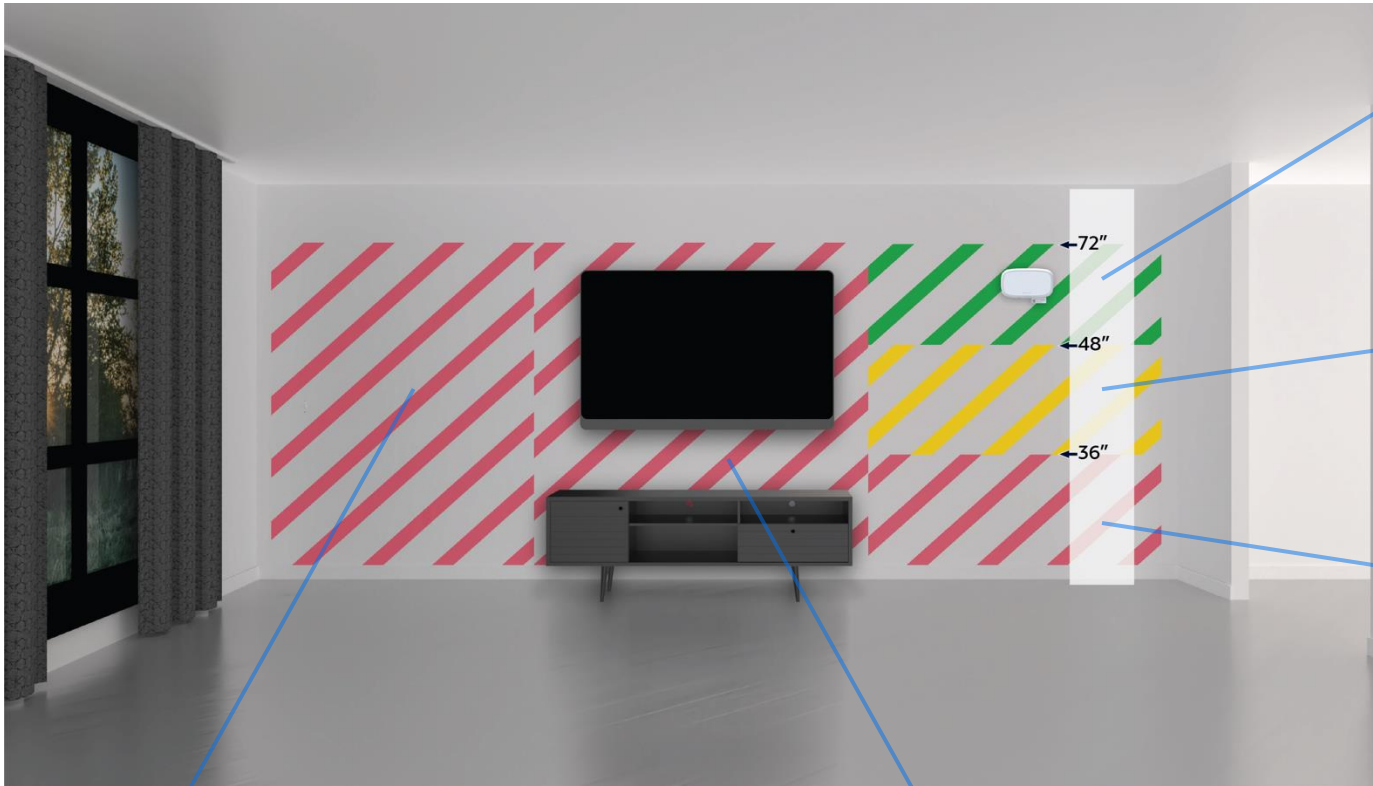
IN A CENTRAL LOCATION THAT SUPPORTS OPTIMAL WIFI COVERAGE THROUGHOUT THE UNIT AND ALLOWS THE RESIDENT TO EASILY ACCESS THE ROUTER.

- Use the following checklist when deciding where to locate the gang box and Cat6 for the router:

-
- The floor plan shows a house with the following rooms and router placement recommendations:
- Living Room:** Router (Green checkmark - Best Location)
 - Bedroom:** Router (Red X - Not Supported)
 - Kitchen:** Router (Red X - Not Supported)
 - Bathroom:** Router (Red X - Not Supported)
 - Closet:** Router (Red X - Not Supported)
 - Electrical Panel:** Router (Red X - Not Supported)
 - Central Hallway:** Router (Yellow exclamation mark - Acceptable Location)
- Legend:**
- Green checkmark: Best Location
 - Yellow exclamation mark: Acceptable Location
 - Red X: Not Supported

Where should the router go?

IN AN APPROVED SECTION OF A WALL IN A CENTRAL LOCATION OF A UNIT, ENSURING TO NOT BLOCK TV PLACEMENT OR POSITIONING IT TOO LOW ON THE WALL



Approved location, central to the home, at 48"-72" height away from the TV location

Approved location, central to the home at 36"-48" away from the TV location for ADA-compliant units

Installing the router below 36" will make it hard for residents to see the QR code, access the reset button, and use the ethernet port.

Router should not go here, as this side of the wall is not central to the unit

Router should never be installed centrally on the wall where a TV may go. Putting the router here could impede the TV being mounted on the wall or cause negative connectivity signal in the future.

How should the router be mounted on the wall?

Router positioned correctly on the wall with the QR Code, Reset Button, Ethernet port all accessible to the resident.



Router position is unacceptable as the QR Code, Reset Button, Ethernet port all sideways or upside down for the resident to access.



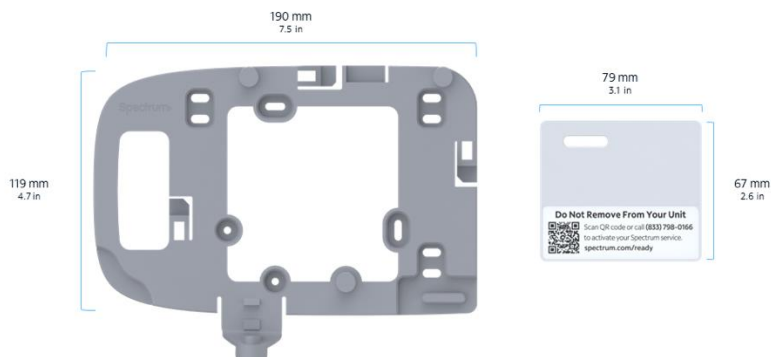
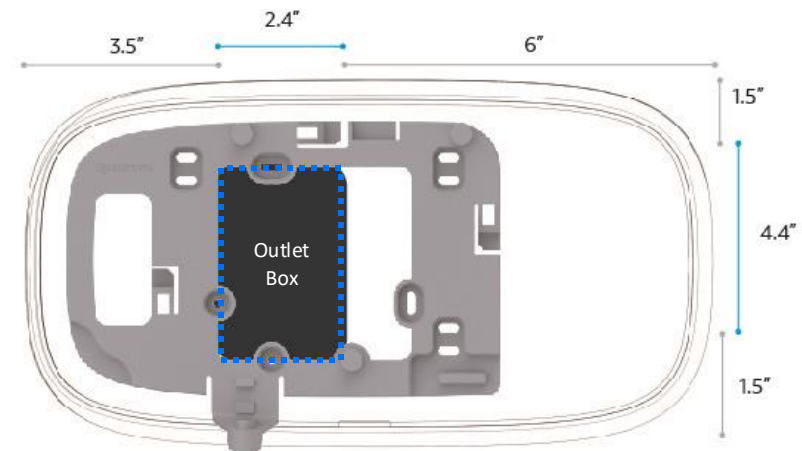
Installation Example with Wiring Installation



Equipment Dimensions



WiFi 6E MDU Router



Bracket Dimensions & Single Gang Outlet Mounting Clearance Requirements

Equipment Dimensions



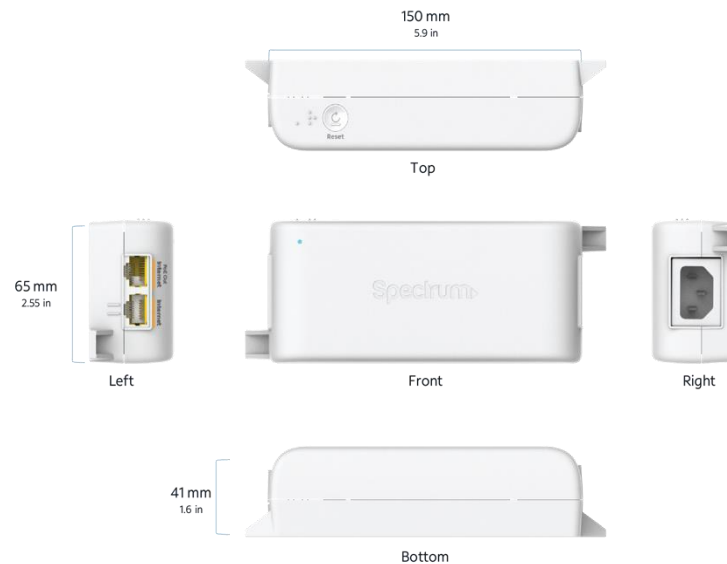
Media Panel
H: 30" W: 14" D: 4.7"

Primex P3000

S-ONU



Spectrum PoE Injector



Wiring Requirements

Requirements between Media Panel and MDF:

- Media Panel should be Primex P3000 or comparable panel in both size and material.
 - Inside Dimensions: H 30", W 14", D 4"
 - [Datasheet](#)
- Media Panel should contain one duplex NEMA 15A outlet.
- If an additional data switch is being provided in the media panel to support multiple hardwired ports, a second NEMA 15A outlet should be installed.
- Wiring from the MDF/IDF Telecom room must consist of an individual Fiber Optic Cable to each unit.
- Fiber Optic cable must be placed inside the Micro-Duct or conduit to the Media Panel.
 - Minimum Outside Diameter 10 mm Micro-Duct
 - Minimum Inside Diameter 8 mm Micro-Duct
- Supported Bend Radius 4"
- Fiber Minimum Specifications
 - Indoor/Outdoor Rated Single Mode Drop Fiber
 - Non-armored Construction Type
 - Gel-free
 - 900um tight-buffered.
 - 250-micron Fiber

Requirements for MDF:

- Developer to provide Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF) Telecom rooms.
- The MDF room will be the Minimum Point of Entry (MPOE).
- MDF room will distribute fiber to each IDF Telecom room.
- Minimum of (1) 2" conduit from exterior to MPOE MDF/IDF Telecom room.
- Minimum of (1) 3" conduit sleeve between stacked Telecom rooms on each floor.
- Vertical riser installs must be fire-sealed in accordance with the National Fire Protection Association.
- Minimum (1) 4' x 8' x ¾" fire-rated, plywood backboard in MPOE room marked "CATV".
- Common Ground at all specified MDF/IDF Telecom locations per NEC code based on approved design.

Requirements for wiring from Media Panel to Router

Location:

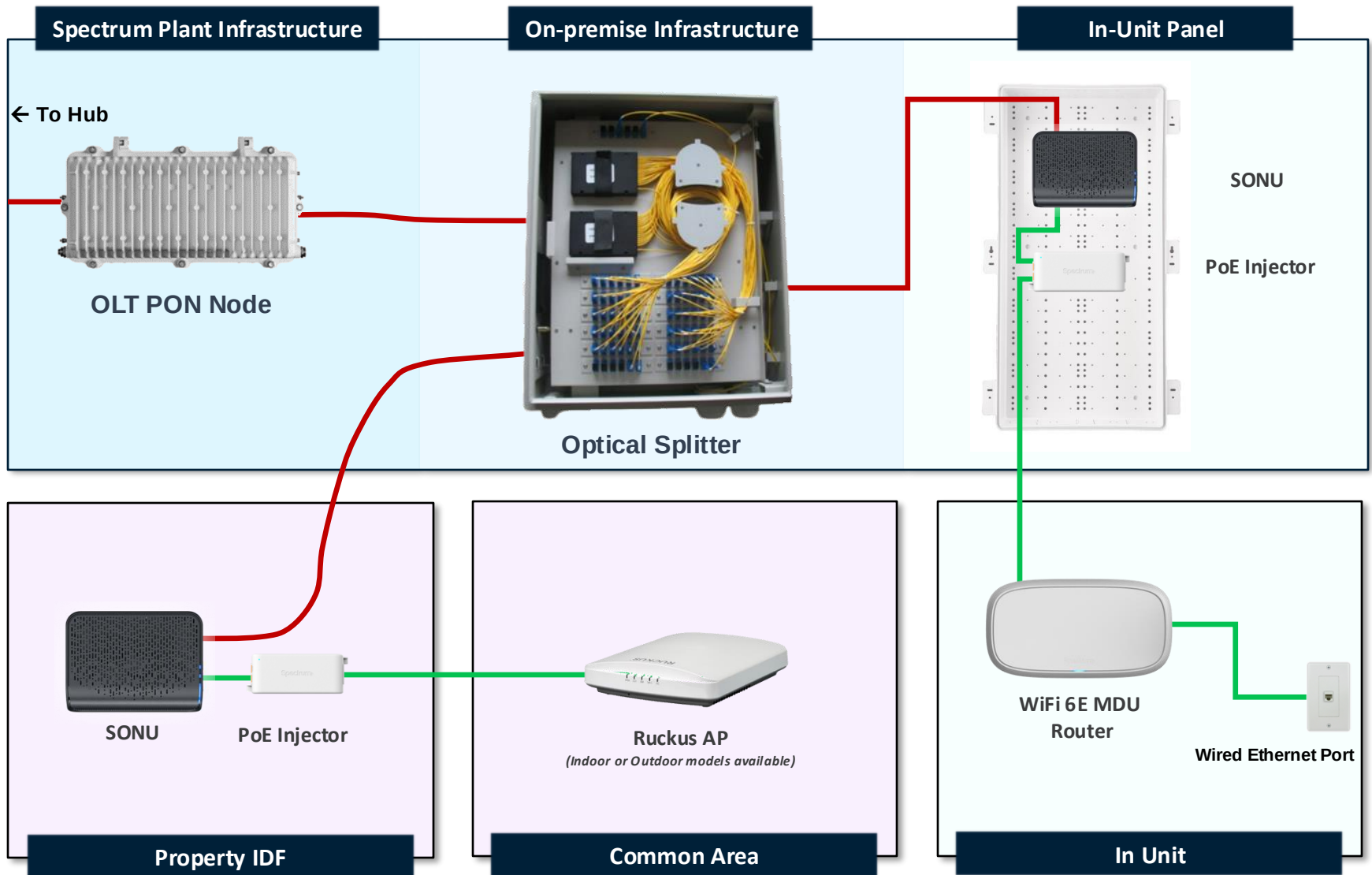
- Existing properties must use Category 6 (CAT6) as a minimum standard cable from the Media Panel to the router and data outlet(s) labeled at both ends and must conform to EIA/TIA 568-B wiring specifications.
- Greenfield (New Construction) must use Category 6 (CAT6) minimum standard cable from the Media Panel to the router and data outlet(s) labeled at both ends and must conform to EIA/TIA 568-B wiring specifications; for distances exceeding 180', Augmented Category 6 (CAT6a) is required.

Requirements for Router Location and Wired Ports:

- Dedicated, single Gang Junction Box with Ethernet cabling to support Router Placement.
- Greenfield Properties
 - The junction box for the router should be located on a centrally located wall that will be unobstructed, at a height between 48"-72" from the floor, to provide optimal Wi-Fi performance for the installed unit and any adjacent units.
 - Centralized location, ideally a common space (ex: Living Room)
- Placement of junction box to be marked clearly on Floor Plan with special instructions included regarding placement (if applicable).
- Physical identifier in each unit before installation to confirm desired placement during installation.
- CAT6 minimum standard cable from Media Panel to router location labeled at both ends. If the cable length is longer than 180' CAT6a must be used.
- If in-unit wired ports beyond router location:
 - Additional Category 6 CAT6 minimum standard cable from the Router location to the Media Panel must be installed and the cable must be labeled at both ends. If the cable length is longer than 180' CAT6a must be used.
 - Category 6 CAT6 minimum standard cable from the Media Panel to outlets must be installed and labeled at both ends. If the cable length is longer than 180' CAT6a must be used.
- If an additional data switch is being provided in the media panel to support multiple hardwired ports, a second NEMA 15A outlet should be installed.

Spectrum Ready – Fiber to the Unit

WITH 1 WIRED PORT



Spectrum Ready – Fiber to the Unit

WITH 2-4 WIRED PORT

