Doc#: 7716
Bk: 4151 Pg: 177

DECLARATION OF CONDOMINIUM

TWITCHELL BROOK ESTATES CONDOMINIUM

BY

TWITCHELL BROOK ESTATES, LLC.

Maine Condominium Act

DECLARATION OF CONDOMINIUM

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

This Declaration dated June 21, 2007, is filed pursuant to Section 1601-101 of the Maine Condominium Act as appears in the Maine Revised Statutes, as amended, Title 33, Chapter 31, Section 1601-101, et. seq. to which reference is specifically made and which Act is incorporated herein by reference and to which all owners of units described herein, and their heirs, successors and assigns, shall be bound.

TABLE OF CONTENTS

ARTICLE I. **Submission to Condominium Act**

ARTICLE II. **Defined Terms**
Section 2.1. Terms Defined
Section 2.2 Interpretation

ARTICLE III **Identification of Condominium and Condominium Association**
Section 3.1 Name of Condominium
Section 3.2 Name of Association
Section 3.3 Location of Condominium

ARTICLE IV **Description of Property and Units**
Section 4.1 Description of the Property
Section 4.2 Location and Dimensions of Buildings
Section 4.3 Maximum Number of Units
Section 4.4 Creation of Units and Boundaries
Section 4.5 Allocated Interests to each Unit
Section 4.6 Relocation of Unit Boundaries
Section 4.7 Alteration of Units
Section 4.8 Additional Phases

ARTICLE V **Common Elements, Limited Common Elements and Applicable Provisions**
Section 5.1 Description of Common Elements
Section 5.2 Description of Limited Common Elements.....
Section 5.3. Specific Limited Common Elements
Section 5.4 Alteration of Common Elements by Declarant
Section 5.5 Common Elements to Remain Undivided
Section 5.6 Use of Common Elements

ARTICLE VI **Special Declarant Rights**
Section 6.1 Development Rights
Section 6.2 Phasing of Condominium
Section 6.3 Recordation of New Units
Section 6.4 Other Rights
Section 6.5 Termination and Transfer of Special Declarant Rights

ARTICLE VII **Easements**
Section 7.1 Utilities, Pipes and Conduits
Section 7.2 Ingress, Egress and Regress
Section 7.3 Condominium Association and Executive Board Access

Section 7.4 Declarant's Easement for Marketing
Section 7.5 Declarant's Easement for Construction
Section 7.6 Encroachments
Section 7.7 Declarant's Right to Connect with Utilities
Section 7.8 Declarant's Right to Grant Easements

ARTICLE VIII **Assessments for Common Expenses and Maintenance of Property**
Section 8.1 Allocation of Assessments of Common Expenses
Section 8.2 Lien for Assessment
Section 8.3 Limited Common Elements: Maintenance
Section 8.4 Maintenance of Common Elements
Section 8.5 Maintenance Within Unit
Section 8.6 Liability of Owner

ARTICLE IX **Insurance Coverage's, Damage or Destruction**
Section 9.1 Insurance Coverage's
Section 9.2 Repair by Association
Section 9.3 Repair by Owner
Section 9.4 Application of Insurance Proceeds

ARTICLE X **Association of Unit Owners: Voting; Declarant Control**
Section 10.1 The Association, Powers
Section 10.2 Executive Board Powers; Declarant Control Period
Section 10.3 Voting

ARTICLE XI **Restrictions on Use, Occupancy and Alienation of Units**
Section 11.1 Use and Occupancy Restrictions on Units
Section 11.2 Leasing Restrictions
Section 11.3 Lease of Units Owned by Declarant
Section 11.4 Voluntary Resale of Units

ARTICLE XII **Mortgages of Units; Rights of Mortgagees**
Section 12.1 Right to Mortgage
Section 12.2 Identification of Mortgages
Section 12.3 Mortgage Foreclosure
Section 12.4 Notices to Eligible Mortgage Holders or Eligible Insurers
Section 12.5 Mortgage Approval Rights
Section 12.6 Other Rights of Eligible Mortgage Holders
Section 12.7 Mortgagee Priority

ARTICLE XIII **Easements and Licenses**
Section 13.1 Recorded Easements and Licenses

ARTICLE XIV **Notices to Unit Owners by Association**
Section 14.1 To Unit Owners
Section 14.2 To the Association
Section 14.3 To Eligible Mortgage Holder, etc.

ARTICLE XV **Taxation**
Section 15.1 Units Not Yet Separately Assessed

ARTICLE XVI **Amendments**
Section 16.1 Before any Conveyance
Section 16.2 After First Conveyance

ARTICLE XVII **Termination of Condominium**
Section 17.1 Termination

ARTICLE XVIII **Applicability; Compliance and Default; Eminent Domain**
Section 18.1 Applicability
Section 18.2 Compliance
Section 18.3 Arbitration
Section 18.4 Eminent Domain

ARTICLE XIX **Limitation of Liability**
Section 19.1 Limited Liability of the Executive Board
Section 19.2 Indemnification
Section 19.3 Defense of Claims

ARTICLE XX **General Provisions**
Section 20.1 Obligation to Complete
Section 20.2 Captions
Section 20.3 Gender, Number, etc.
Section 20.4 Severability
Section 20.5 Remedies Cumulative

ARTICLE I
SUBMISSION

Twitchell Brook Estates, LLC ("Declarant") of 450 Vernon Street, Town of Bethel, County of Oxford, and State of Maine, hereby submits the land hereinafter described in Exhibit A attached hereto and incorporated herein together with the buildings and improvement thereon ("the Property"). Located at U.S. Route #2, in the Town of Bethel, County of Oxford and State of Maine, to the provisions of said Maine Condominium Act. The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in said Exhibit A or in the survey to which reference is hereinafter made.

By this Declaration, the Declarant hereby creates those units identified in Exhibit B hereto and incorporates the same hereto.

A properly prepared and certified plat of the land and plans of the units entitled " Twitchell Brook Estates" is recorded as Plan #3909 in the Oxford County Registry of Deeds.

ARTICLE II
DEFINED TERMS

2.1 **Defined Terms:** As provided in Section 1601-102 of the Maine Condominium Act, capitalized terms not otherwise defined in this Declaration, as it may be amended from time to time, or the Plats and Plans, shall have the same meaning as specified in the Act. The following terms that are not otherwise defined in this Declaration shall have the following specific meanings in this Declaration:

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

(b) **"Association"** means the Association of Unit Owners of the Condominium, which shall be known as the " Twitchell Brook Estates Condominium Owners Association."

(c) **"Building"** means any residential, office, retail, or service structure or other improvement now or hereafter constructed on the Property. The term "Building" shall mean and include the singular and plural number.

(d) **"Bylaws"** means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Act, as such document may be amended from time to time

(e) **"Common Elements"** (or in the singular, a "Common Element") means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements. Unless otherwise expressly stated herein, references to Common Elements shall include, but not be limited to, Limited Common Elements.

(f) **"Condominium"** means the Condominium described in Article I. above.

(g) **"Condominium Documents"** includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(h) **"Declarant"** means the Declarant described in Article I above.

(i) **"Declarant Control Period"** means the entire period of time that extends from the date of recording of this Declaration until the earlier of the following:
1. Sixty (60) days after 75% of all Units have been conveyed to Unit Owners other than the Declarant or a successor Declarant, or
2. Ten (10) years after the first Unit has been conveyed to a purchaser. For purposes of this definition, 75% means 75% of all the Units that the Declarant has reserved the right to create in the Condominium, including Units that may be added under any future Land Phases up to a total of twenty-two (22) Units.

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

(k) **"Eligible Mortgage Holder"** means the holder of a recorded first mortgage on a Time Share Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

(l) **"Executive Board"** means the Executive Board of the Association.

(m) **" Improvements"** means Buildings, roads, driveways, walkways, parking area, fences, walls, patios, garages, balconies, artificial pools, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every kind, nature and description.

(n) **Limited Common Elements"** (or in the singular, a "Limited Common Element") means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements.

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

(p) **" 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.

(q) **"Unit"** means a physical portion of the condominium designated for separate ownership or occupancy and includes each of the respective Units designated as Unit 1 through Unit # 22 on the recorded Plan, the boundaries of which are described in Article IV herein.

(r) **"Unit Owner"** means the Declarant or other person or entity who owns a unit in the Condominium

2.2 **Interpretation:** In the event of any conflict or discrepancy between this Declaration, the By-laws, the Rules and Regulations or the Plats and Plans, the provisions of the Declaration shall govern.

ARTICLE III
IDENTIFICATION OF CONDOMINIUM AND ASSOCIATION

3.1 **Name of Condominium** The name of the Condominium is TWITCHELL BROOK ESTATES CONDOMINIUM.

3.2 **Name of Association** The name of the Condominium Unit Owners Association shall be TWITCHELL BROOK ESTATES CONDOMINIUM ASSOCIATION.

ARTICLE IV
DESCRIPTION OF PROPERTY AND UNITS

4.1 **Description of the Property.** A legally sufficient description of the Property included in the Condominium is set forth in Exhibit A and the location and dimensions of the Property included in the Condominium are depicted on the Plat.

4.2 **Location and Dimensions of Buildings.** The location and dimensions of the Buildings and other Improvements to be erected on the Land, or as to which the Declarant has reserved the right to erect or not to erect on the Land, and the Common Elements are depicted on the Plat and Plans.

4.3 **Maximum Number of Units.** The Declarant has created pursuant to this Declaration the Units identified on Exhibit B. The Declarant intends to create a maximum number of twenty two (22) units in the property. The Units initially created by this Declaration are 4 residential units on the land beings Units # 1 through 4 as shown on the Plan.

4.4 **Creation of Units and Boundaries.** Reference is made to Exhibit B for the identifying number of each Unit created by this Declaration and to the Plat and Plans for a description of each Unit created by this Declaration including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit. The boundaries of each unit are further described as follows:

(a) **Upper and Lower (horizontal) Boundaries:** The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (parametric) boundaries:

(1) Upper Boundary: The horizontal plane of the lowest ceiling beams in each Unit extended to the intersection with the vertical (parametric) boundaries.

(2) Lower Boundary: The horizontal plane of the top surface of the undercoated concrete floor slab extended to an intersection with the vertical boundaries.

(b) **Vertical (parametric) Boundaries:** The vertical boundaries of the Unit shall be the vertical plane which includes the back surface of the plasterboard of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. Boundary lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

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

(d) Subject to the provisions of subparagraph 4.4 (c) above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Notwithstanding the foregoing, all pipes, ducts, wires, cables and systems relating to public utilities such as electricity, water, sewer and telephone (excluding water heaters) as well as the heating-cooling (HVAC) System, shall be deemed to be Common Elements.

(e) Subject to the provisions of subparagraph 4.4 (d) above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(f) Subject to the provisions of subparagraphs 4.4 (c) and 4.4 (d) above, any shutters, awnings, windows, window boxes, doorsteps, stoops, decks and all exterior doors and windows and other fixtures designed to serve a single Unit, but located outside the unit's

boundaries, are Limited Common Elements allocated exclusively to that unit.

(g) Each Unit's identifying number is shown on the Plats and Plans and on Exhibit B

4.5 **Allocated Interests.** The Allocated Interests allocated to each Unit are listed and allocated to the Units in Exhibit B. Such Allocated Interests represent each Unit's common element interest and common expense liability. Each Allocated Interest has been rounded to the nearest one hundredth of one percent (0.00%). The Allocated Interest appurtenant to each respective Unit is intended to be approximately equal to the Allocated Interest Appurtenant to each other Unit, and is determined by dividing the number one by the number of then-existing Units and multiplying the resulting quotient by 100, subject to rounding as provided hereinabove. Each Unit shall have one vote in the Association on a formula of one vote per Unit to permit equality among Units

4.6 **Relocation of Unit Boundaries.** Neither the horizontal or vertical subdivision of Units nor the relocation of horizontal or vertical boundaries between Units is permitted.

4.7 **Alteration of Units.** The removal and/or alteration of partitions and creations of apertures in Units is not permitted, in accordance with Section 1602-111(3) of the Maine Condominium Act. A Unit Owner may make non-structural improvements and alterations to the interior of his Unit but no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of the Building, lessen the support of any portion of the Condominium or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including the Limited Common Elements) or paint or otherwise change the exterior appearance of his Unit (including, but not limited to, the exterior surfaces of doors) or any other portion of the Condominium without the prior written approval of the Executive Board of the Association or a committee appointed by the Board pursuant to the By-Laws.

4.8 **Additional Phases:** Notwithstanding the provisions stated herein, the Declarant may, without the consent of any unit owner, at any time or times prior to ten (10) years after the date of the recording of this Declaration amend this Declaration so as to subject to the provisions of the Act, and to the provisions of this Declaration, additional Phases, as the same are shown and delineated on the Plats and Plans recorded herewith on which will be constructed the buildings respectively applicable to each such Phase so subjected to this Declaration and to said Act, by one or more amendments to this Declaration to be recorded prior to the date aforesaid. The Phase of such condominium project subjected to this Declaration as of its date of recording, as described and referred to under Article I may, for convenience, be known and referred to as Phase I. The Declarant may add any or all of Phases 2,3 and 4 , as the same is shown and delineated on the Plan recorded as Plan #3909 of the Oxford County Registry of Deeds. A legal description of the land involved in such subsequent Phases is set forth in said Plan. Proposed floor plans for units in buildings to be constructed in such subsequent Phases may be recorded contemporaneously herewith, and if so recorded, reference to same is hereby made. Any such

amendment or amendments shall contain all of the particulars required by said Act. The condominium and the Property subject to this Declaration shall include the Phase so added. The Declarant shall not be required to add any such subsequent Phase, nor shall any such subsequent Phase be added in any particular order. The units to be constructed in any later Phase shall be of substantially similar design, size, construction and materials to the units described in this Declaration. Provided, however, there may be some variance in their size and number. The provisions of this Declaration relating to common elements and Limited Common Areas shall apply to subsequent Phases. The percentage of undivided interest in the common areas and facilities of each unit at any time subject to this Declaration shall be determined, as of any date, by application of the same formula applicable to Phase I. The Declarant shall have the right, prior to the execution and recording of any such amendment, to change the actual location of any proposed building depicted on the Plats and Plans as well as the number, size, layout, location and percentage interest in the common elements of units in such later Phase. No amendment shall be effective until recorded in the Oxford County Registry of Deeds.

ARTICLE V
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND APPLICABLE PROVISIONS

5.1 **Description of Common Elements:** Common Elements shall mean those portions of the Building defined as such pursuant to Section 1602-102 (1) and (2) of the Act, that portion of the Property which is not a Unit, or those portions of the Building and Property identified and designated as Common Elements in this Declaration or in the Plats and Plans.

5.2 **Description of Limited Common Elements:** Limited Common Elements shall mean the Units and those portions of the Common Elements of the Building and Property defined as such pursuant to Sections 1602-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by section 5.3 hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve.

5.3 **Specified Limited Common Elements.** The following portions of the Buildings or the Property are hereby designated as Limited Common Elements: Any shutters, awnings, window boxes, doorsteps, stoops, private yards, decks, garages and any other fixture, including but not limited to chutes, flues, ducts, wires and conduits, designed to serve a single unit or both units of the building, but located outside the unit's boundaries, are limited common elements allocated exclusively to the unit or units served. Driveways and/or wells and septic systems serving one unit but located in whole or in part within the private yard of another unit, will be considered a limited common element appurtenant to the unit they benefit.

5.4 **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, and reserves an easement over the Limited Common Elements in order to discharge its obligation and to exercise and Declarant Rights, whether arising hereunder or under the Maine Condominium Act.

5.5. **Common Elements to Remain Undivided.** The Allocated Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrances of any Unit shall extend to and include the Common Element interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Allocated Interest and the fee title to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of said Allocated 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.

5.6. **Use of Common Elements.** Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners; provided, however, that no Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed in or on any of the Common Elements without the approval of the Board or a Committee designated by the Executive Board. Nothing shall be altered or constructed in or removed from the Common Elements except with -the-prior written consent of the Executive Board, or its designee, as appropriate.

ARTICLE VI
SPECIAL DECLARANT RIGHTS

6.1. **Development Rights**. The Declarant reserves the rights until the construction, marketing or sale of all Units and the Common Elements are completed, including any future Units that may be created under Paragraph 6.2:

(a) To locate and relocate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve, easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the Property including, but not limited to, water, electric, telephone, television, fuel, sewer and sewerage pumping stations provided that no such easement shall be effective until of record, that no such- easements may be granted through Units sold by Declarant to third parties and that the Common Elements shall be promptly restored upon installation and repair;

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

(d) To operate a construction, sales, leasing and management office; permit prospective tenants, purchasers and others to visit that office, use the Common Elements and to use unsold Units for marketing, sales, leasing and display purposes.

6.2 **Phasing of Condominium**. The Declarant hereby reserves in favor of itself and any successor Declarant the following Development Rights, all of which rights shall expire fifteen (15) years from the date of this Declaration:

(a) To add additional land to the Condominium, the locations and dimensions of which are shown on the recorded Plan #3909 of the Oxford County Registry of Deeds as Phases 2, 3, and 4, each of which said land phases are particularly described and depicted on said recorded plan. Declarant reserves the right to add portions of said land at different times and in separate portions with boundaries other than those set forth in the Plans and in such order as it deems appropriate; provided, however, that such land when added shall be contiguous to the then-existing Condominium. SUCH LAND NEED NOT BE ADDED.

The projected location and approximate dimensions of proposed Units, Common Elements, Improvements and Limited Common Elements are shown on the Plan. Said additional Units, Common Elements, Improvements and Limited Common Elements may or may not be built with the boundaries, configurations or in the locations as shown on the Plan, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH UNITS, IMPROVEMENTS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the addition of such land, which may occur in such stages and in such order as the Declarant determines, it shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional land, 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 land. The Declarant may reserve Development Rights at the time of the addition of each such Land Phase, but may not reserve the right to create more than a total of residential Units in Land Phases 2, 3 and 4 as a whole. If any such Development Right is exercised hereunder, such rights need not be exercised in all or in any portion of the real estate now or hereafter subject to this Condominium. As to all or any portion of Land Phases 2, 3, and 4 not submitted to the Condominium, the

Declarant provides no assurances with respect to the alternative use of and construction of improvements on such land which does not become a part of the Condominium.

(b) Upon the addition of any Units to the Condominium, the allocated interests of all Units shall be reallocated by the formula provided in this Declaration, and each Unit shall have One (1) vote per Unit in the Association to permit equality among Units.

(c) To exercise any lights under this Section 6.2 the Declarant shall prepare, execute and record an amendment to this Declaration pursuant to the Act, which amendment shall include a plat and plans as required by the Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

6.3 Recordation of New Units. In the event that Declarant exercises any of the Development Rights set forth in Section 6. above, then it shall comply with §1602-110 of the Act.

6.4 Other Rights. The Declarant has further reserved certain Special Declarant Rights as set forth in Article VII Sections 7.4, 7.5 and 7.8, and Article X, Section 10.2, which rights have a different expiration date than those set forth hereinabove.

6.5. Termination and Transfer of Special Declarant Rights. Article VI shall not be amended or waived without the consent of the Declarant duly recorded in the Oxford County Registry of Deeds (Eastern District). Declarant reserves the right to transfer from time to time to anyone or more transferees any or all Special Declarant Rights in accordance with Section 1603-104 of the Act. All such Special Declarant Rights shall cease upon the conveyance of all Units to third parties other than a successor Declarant.

ARTICLE VII
EASEMENTS

7.1 Utilities, Pipes and Conduits. The Executive Board of the Association shall have the Right to grant to third parties such additional utility easements as shall be deemed reasonable by the Executive Board in connection with the supply of utility services to the Units and/or the Common Elements.

7.2 Ingress, Egress and Regress. Each Unit Owner shall have an easement, subject to reasonable Rules and Regulations established by the Executive Board, in common with all other Unit Owners to use the drives, roadways, entrances, exits, and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets.

7.3 Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, and every other person authorized by the Executive Board, the irrevocable right and easement to have access to

each Unit as provided in Section 1603-107(a) of the Act.

7.4 **Declarant's Easement for Marketing.** The Declarant reserves the light with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices, or customer service offices. The Declarant reserves the light to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sale discretion of the Declarant. The Declarant shall have the right to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sale discretion of Declarant. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers.

7.5 **Declarant's Easement for Construction.** The Declarant reserves the easement, right and privilege with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act.

7.6 **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, other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building or Buildings shall be partially destroyed as a result of fire or other casualty or as a result of taking over the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as that Building as so rebuilt shall stand.

7.7 **Declarant's Right to Connect with Utilities.** The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible

for the cost of service so used.

7.8 **Declarant's Right to Grant Easements.** The Declarant shall have the right, until the Declarant has conveyed all Units in the Condominium to Purchasers, to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities

ARTICLE VIII
ASSESSMENTS FOR COMMON EXPENSES AND MAINTENANCE OF PROPERTY

8.1 **Allocation of Assessments of Common Expenses.** The total amount of Common Expenses shall be assessed against the Units in the proportions set forth in Schedule B, subject to the following:

(a) The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all the Units-in proportion to the relative Allocated Interests of all the Units; provided, however, that, except for:

(1) Limited Common Expenses and other expenses assessed against fewer than all Unit Owner (for which each Unit Owner shall be fully liable as described elsewhere in this Declaration),
(2) the indemnification obligations described in Section 19.2 (for which each Unit Owner shall be fully liable in proportion to his Allocated Interest), and
(3) judgments against the Association (for which each Unit Owner shall be fully liable in proportion to his Allocated Interest),.

(b) A Limited Common Expense shall be assessed solely against all Units benefited in proportion to the relative Allocated Interest of such Units as between themselves, as the Executive Board may determine.

(c) Assessments to pay a judgment against the Association shall be made as a Limited Common Expense against the Units included in the Condominium at the time the judgment was entered.

(d) Electricity, gas, and telephone services shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for such services consumed or used in his Unit. The electricity, water and gas serving the Common Elements shall be separately metered, and the Executive Board shall pay all bills for such services consumed in the Common Elements as a Common Expense assessable to all the Unit Owners.

In any event, no later than sixty (60) days after the first Unit is conveyed, all Unit Owners including the Declarant shall commence paying assessments for Common Expenses to the

Association.

8.2 Lien for Assessment. The total annual assessment levied against each Unit for Common Expenses and Limited Common Expenses shall be a lien against said Unit as provided in Section 1603-116 of the Act.

8.3 Limited Common Elements; Maintenance. Except as otherwise provided in this Section 8.3, the Association shall maintain, repair and replace all Limited Common Elements as required by this Declaration and shall assess as a Limited Common Expense the Common Expenses associated with the maintenance, repair or replacement of each Limited Common Element against the Units to which the Limited Common Element is assigned or appurtenant in proportion to the relative Allocated Interests of such Units as between themselves, provided that the Association shall have the right to assess an individual Unit for Limited Common Expenses incurred in connection with the maintenance, repair or replacement of Limited Common Elements allocated solely to that Unit, or incurred in such connection if the Limited Common Expense shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit or if the time giving rise to the expense shall otherwise be for the benefit of that Unit only. Further, in the case of Limited Common Elements for the maintenance, repair and replacement of which Unit Owners are responsible under this Declaration, the expense of such maintenance, repair and replacement shall be borne by the respective Unit Owners.

8.4 Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (subject to Section 8.3 regarding the Limited Common Elements) whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense, except as otherwise provided in Section 8.3 with regard to Limited Common Elements.

8.5 Maintenance within Units. The following provisions shall control the maintenance of spaces, Improvements and portions of Improvements contained within the boundaries of a Unit:

(a) Portions to Be Maintained by the Association. The Association shall have responsibility for maintaining any chutes, pipes, flues, ducts, wires, conduits and other facilities running through any interior wall or partition for the purpose of furnishing utility and similar services to other Units, Common Elements or both.

(b) Exclusions, Portions to Be Maintained by the Unit Owner. Except where specifically included by other provisions of Section 8.5, the following are excluded from the areas to be subject to maintenance, repair and replacement by the Association:
(1) the entire Unit, having the boundaries described in Section 4.4, including all exterior and interior surfaces of each Building and all interior portions thereof, including roofing, chimneys, skylights, siding, gutters, down spouts, windows, window glass, porches, decks, interior and exterior stairways, interior and exterior doorways, basements, foundations, slabs, interior and exterior walls, and interior and exterior wall coverings

and finishes and
(2) any electrical switches, ducts, chutes, pipes, flues, ducts, wires, conduits light fixtures and boxes and other facilities located within a Unit that serve a given Unit exclusively or running through any interior or exterior wall or partition for the purpose of furnishing utility and similar services exclusively to a given Unit.

(c) **Access.** Without limitation to the provisions of Section 1603-107 of the Act, any person authorized by the Executive Board will have the right of access to all portions of the Unit for the purpose of performing repairs, maintenance and replacement work reasonably necessary for the proper maintenance of the Condominium.

(d) **Warranties.** In the event that the Association shall be responsible for the maintenance , repair or replacement of any component of a Unit that is subject to a manufacturer's or builder's warranty, and such warranty shall run to the benefit of the Unit Owner and not to the Association, the Unit Owner shall, at the Association's request assign to the Association such rights under the warranty as shall enable the Association to enforce the warranty in the context of effecting the maintenance, repair or replacement.

8.6 **Liability of Owner.** Each Unit Owner shall be liable for, and the Association shall have a lien against his/her Unit for, the expense of maintenance, repair or replacement of any damage to the Common Elements, including Limited Common Elements, or of another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guests, employees, agents, lessees, or their pets, which the Association shall have the right to cure, correct, maintain, repair, or replace. Such liability shall include any increase in 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.

ARTICLE IX
INSURANCE COVERAGES, DAMAGE OR DESTRUCTION

9.1 **Insurance Coverages**. The Association shall only be responsible for maintaining the following insurance coverages:

A. Liability insurance as provided in Title 33 M.R.S.A. § 1603-113 (a);
B "Property" insurance (i.e., fire and extended coverage insurance) for the Common Elements;
C Insurance coverages provided in Article VIII of the By-Laws; and
D Such other insurance as the Association may by affirmative vote of its Executive Board elect to maintain.

9.2 **Repair by Association**. Any portion of the Property that is damaged or destroyed and for the insurance of which the Association is responsible shall be repaired or replaced promptly by the Association unless:

A. The Condominium is terminated pursuant to this Declaration;
B. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
C. Eighty percent (80%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or Limited Common Element that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in Article XII.

The cost of repair or replacement of items covered by insurance maintained by the Association in excess of insurance proceeds and reserves or not covered by any deductible shall be a Common Expense.

9.3 **Repair by Owner** If any Building is partially or totally damaged by fire or other casualty, the Unit Owner shall promptly take such steps as are necessary to remove any debris resulting from the fire or casualty and seal off the Building or foundation as the case may be, to prevent any further damage to the structure and to minimize any risk to the safety or welfare of any persons or property as soon as possible, or at any rate, no later than ten (10) days after the date of the casualty. Further, the Unit Owner shall commence the repair or restoration of the Building using available insurance proceeds within ninety (90) days of the date of the casualty and complete said repair or restoration no later than one hundred and eighty (180) days after the date of the casualty, provided, however, that if the casualty shall occur in the months of December, January or February, then the Unit Owner shall have one hundred and twenty (120) days to commence the repair or restoration of the Building and two hundred and forty (240) days to complete said restoration or repair.

In the event that the Unit Owner does not (a) commence repair or restoration of the Building within said ninety (90) or one hundred and twenty (120) days or (b) confirm in writing to the Association the Unit Owner's intention and agreement to repair or restore the Building within the time frames for full restoration or repair indicated above, then the Association has the right, at its ejection, to repair, restore, remove or seal off all portions of the damaged Building and/or cap the foundation of the Building. All costs incurred by the Association for the foregoing purposes shall be billed to said Unit Owner as special assessments.

In the event that the Building has not been repaired and fully restored within one year from the date of the casualty, then the Association shall have the light (in addition to any rights that it may have for seeking repayment of special assessments, etc.) to purchase the Unit and Building for fair market value in their then current condition as determined by an appraiser of the Association's choice. Any expenses incurred by the Association in reconstruction, sealing off or capping the Building which have been or can be billed as special assessments, if unpaid as of the date of sale, shall be credited against the purchase price as with the cost of the appraisal. The closing on said purchase shall be held thirty (30) days after the Association notifies the Unit Owner of its intent to buy the Unit. Said notice shall include a copy of the appraisal and a statement of the purchase price. The Unit shall be conveyed to the Association with good and

marketable title free of liens and encumbrances (except .encumbrances affecting all Units in the Condominium) by quitclaim deed with covenant.

In the event that the damaged Building is not repaired or restored by the Unit Owner and the Association buys the Unit and elects not to restore or repair the Building and not to sell the Unit to a third party who would repair or restore the Building, then the percentage interest in the Common Elements appurtenant to the Unit 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.

9.4 **Application of Insurance Proceeds.** If the entire Condominium is not completely repaired or replaced:

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

(b) The insurance proceeds attributable to Units that are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Elements, shall be distributed to such Unit Owners and their Mortgagees; and

(c) The remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their Mortgagees in accordance with the Act.

Any loss covered by such insurance maintained by the Association 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 Mortgagees as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, ARTICLE XVII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. Each Unit Owner shall be responsible for adjusting any loss covered by insurance that is maintained solely by that Unit Owner. 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 any Building erected by the Owner at the Unit site, or for the Owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement thereof. Accordingly, except in instances in which the Association maintains property insurance with respect to a Unit Owner's Building and except in the instances described in Section 9.2 where the Association has elected not to sell, repair or restore a damaged Unit, the destruction of a Building and the Owner's subsequent failure to rebuild such Building shall not affect the Unit Owner's Allocated Interest or its liability for assessments hereunder.

ARTICLE X
ASSOCIATION OF UNIT OWNERS; VOTING; DECLARANT CONTROL

10.1 **The Association, Powers**. The Association is a nonprofit and non-stock corporation organized under Title 13-B of the Maine Revised Statutes of 1964, as amended. The membership and powers of the Association are as set forth in Section 1603-101 and Section 1603-102 of the Act. Upon acceptance of a deed of conveyance, a Unit Owner thereby becomes a member of the Association.

10.2 **Executive Board Powers; Declarant Control Period**. Except as otherwise provided in Section 1603-1 03(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Act or this Declaration or the By-Laws required to be exercised and done by the Association. The affairs of the Association shall be governed by an Executive Board composed of five (5) persons; except that during the Declarant Control Period, the Executive Board shall be composed of three (3) natural persons. The members of the Executive Board appointed by the Declarant during the Declarant Control Period can be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations, and the Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all officers of the Association without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Declarant Control Period, at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner that is a corporation, partnership, trust or estate, a designated agent thereof.

(a) The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in the recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

10.3 **Voting.** Voting shall be in accordance with Section 1603-110 (a) and (b) of the Maine Condominium Act, provided, however, that the rights of Mortgagees under Section1602-119 are not hereby altered.

ARTICLE XI
RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS

11.1 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used Subject to the following restrictions and subject to such further restrictions as may be set forth in the Rules and Regulations:

(a) **Residential Use.** The property shall be restricted to residential use only. No commercial enterprise of any nature or description shall be conducted or maintained on any portion of the property. Seasonal rentals of the condominium units shall be considered a residential use. Provided, however, nothing in this Declaration or the By-Laws shall be construed to prohibit the Declarant from exercising any easement and Special Declarant Rights reserved by the Declarant pursuant to this Declaration for purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights, settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) **Alteration of Structures** No alteration of units' structures footprints or exterior design shall be permitted.

(c) **Exterior Finish** No alteration of exterior finish of the structures shall be permitted other than for maintenance purposes which will match the other condominium units.

(d) **Roof Colors** : No alteration of roof colors or materials of the structures shall be permitted other than for maintenance purposes which will match the other condominium units.

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

(f) **Nuisance:** No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.
No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice that unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or that creates or results in a hazard or nuisance on the Property.
No noxious, offensive, dangerous or unsafe activity shall be carried within a Unit, nor shall anything be done, either willfully or negligently, that may be or become an

annoyance or nuisance to other Unit Owners or occupants. No Unit Owner or occupant of a Unit shall make or permit disturbing noises in a Unit by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played within a Unit, any musical instrument, or operate, or suffer to be operated, any stereo, amplified sound system, television set or radio at such high volume or in such other manner that would cause unreasonable disturbances by the Unit Owners or occupants outside of the Buildings.
No immoral, improper, offensive or unlawful use may be made of the Units, and Unit Owners shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Bethel. 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.

(g) **Temporary Structures**: No temporary housing and/or storage shall be allowed other than that for the Association if necessary. Unit Owners s may park on their own parking spaces a travel trailer, boat or recreational vehicle provided that they are not used as temporary or permanent living quarters at any time. There shall be not ATVs or camper trailers permitted.

(h) **Unregistered Motor Vehicles.** No unregistered motor vehicles are allowed unless fully garaged from view.

(i) **Debris**: Each owner shall maintain its exterior unit space free of dead trees, trash, refuse, garbage, unsightly objects or hazardous or toxic material. All trash must be placed in the common dumpster.

(j) **Animals** No poultry, swine, or livestock or other animals shall be kept on the property, except household pets of a kind and number normally housed in a residence. All pets shall be restrained so as not to become nuisances, noisome or offensive to other owners and shall not be allowed off the owner's unit except on a leash or other restraining device and must be kept primarily indoors.

(k) **Restrictions for Stormwater Maintenance:** The owner(s) of each unit and the Association as a whole are subject to the Restrictions for the Stormwater Maintenance Plan for Twitchell Brook Estates as more particularly described in Exhibit C attached hereto Declaration and incorporated herein by reference.

(l) **Restrictions for Deed Wintering Area Conservation Buffer:** The owner(s) of each unit and the Association as a whole are subject to the Restrictions for the " Deer Wintering Area Conservation Buffer" for Twitchell Brook Estates as more particularly described in Exhibit D attached hereto Declaration and incorporated herein by reference.

(m) **Association Membership:** The owner(s) of each unit shall become a member in the Twitchell Brook Estates Condominium Association which shall be formed by the Grantor his successor and assigns for the purposes of maintaining the road and common areas and activities of the condominium which shall be governed by the terms stated on the recorded subdivision plan (this Declaration), and by the duly enacted by-laws and provisions of said Association. Each lot, no matter how many owners there are of that lot, shall be considered as one member of said Association.

(n) **No Waiver:** Failure to enforce any provision of these restrictions shall not be construed as a waiver or provision or of any other provision of these restrictions.

(o) **Enforcement and Remedies:** These restrictions, covenants and easements shall be enforced by the Grantor, their successors or assigns, or by the Twitchell Brook Estates Condominium Association and any member thereof by a proceeding for specific performance or by a suit or action to recover damages. In the event of breach of any of the restrictive covenants, the Grantor as the Declarant hereof, and their heirs, successors and assigns, or the Twitchell Brook Estates Condominium Association, may exercise any remedies at law or equity to enforce the terms of these restrictions or of any corporate by-laws and acts pursuant hereto. All costs, including reasonable attorneys fees, incurred by Grantor, their heirs, successors and assigns or by the Association, in enforcing these restrictions shall be paid personally by the owner of the lot which is in violation of any provision of this Declaration, together with all other rights and remedies permitted by law, which may be enforced personally and in rem.

(p) **Severability:** Each and every provision contained herein shall be considered to be independent and separate. If anyone or more of the regulations, covenants, or restrictions shall for any reason be held to be invalid or unenforceable, all of the remaining restrictions, etc., shall remain in full force and effect.

11.2 **Leasing Restrictions.** All leases of Units must be in writing in a form approved by the Board. No Unit shall be rented for transient or hotel purposes, and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a lease: (a) requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that the Executive Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Executive Board.

11.3 **Lease of Units Owned by Declarant.** The Declarant retains and reserves the right, Subject to the restrictions contained in the foregoing Paragraphs, to enter into leases with any persons for the occupancy of any of the Units owned by Declarant.

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

(a) No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the grantor up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate.

(b) A voluntary transfer for the purpose of this Section 11.4 shall include any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

(c) All Unit Owners shall comply with Section 1604-108 of the Act. Except as provided in this Section 11.4, there are no other restrictions governing the voluntary transfer of a Unit.

ARTICLE XII
MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

12.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his/her own respective Unit together with the Allocated Interests appurtenant to such Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof.

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

12.3 Mortgage Foreclosure. Any Mortgagee of a Unit that obtains title to the Unit pursuant To the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of claims for unpaid assessments for Common Expenses, interest and costs levied against such unit which accrue prior to the acquisition of title to such Unit by the Mortgagee.

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

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

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

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

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

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

(f) Any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 12.5;

(g) The termination of the Condominium;

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

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

(j) The conveyance or subjection to a security interest of any portion of the Common Elements.

12.5 **Mortgagee Approval Rights:**

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

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

(c) The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders shall be required to alter or change any Allocated Interests.

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

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

(f) With respect to amendments to the Condominium Documents, except as permitted in Section 1602 of the Act, as provided with respect to the exercise of Special Declarant Rights in Article VI hereof, and as described in Article XVI, the written consent or approval of at least fifty-one percent (51 %) of the Eligible Mortgage Holders shall be required to add or amend any material provisions of the Condominium Documents that establish, provide for, govern or regulate any of the following:

(1) Voting
(2) Assessments, assessment liens or subordination of such liens;
(3) Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);
(4) Insurance of fidelity bonds;
(5) Rights to use the Common Elements;
(6) Responsibility for maintenance and repair of the Common Elements of the Condominium;

(7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
(8) Boundaries of any Unit;
(9) The interests of the Common Elements or Limited Common Elements;
(10) Convertibility of Units into Common Elements or of Common Elements into Units;
(11) Leasing of Units;
(12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;
(13) Any provisions which are for the express benefit of Mortgages, Eligible Mortgage Holders or Eligible Insurers.

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

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

12.6 **Other Rights of Eligible Mortgage Holders** In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents as more fully described in Section 12.4, the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default.

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

ARTICLE XIII
EASEMENTS AND LICENSES

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

ARTICLE XIV
NOTICES TO UNIT OWNERS BY ASSOCIATION

14.1 **To Unit Owner.** All notices, demands, bills, statements or other communications

affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefor or sent by United States mail, postage prepaid, or if such notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address that 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.

14.2 **To the Association.** All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, return receipt requested, addressed to the secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner.

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

ARTICLE XV
TAXATION

15.1 **Units Not Yet Separately Assessed.** In the event that for any year real estate taxes assessed by the Town of Bethel 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 Allocated Interests.

ARTICLE XVI
AMENDMENTS

16.1 **Before Any Conveyance.** Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

16.2 **After First Conveyance.** After the first conveyance by the Declarant of a Unit to a Unit Owner other than the Declarant or a successor Declarant, an amendment to this Declaration shall be made in accordance with Section 1602-117 of the Act; provided that any such amendment shall also require the consent of fifty-one percent (51 %) of an Mortgagees; and, provided further, that this paragraph shall not override any specific amendments requirement elsewhere set forth in this Declaration which are more restrictive.

ARTICLE XVII
TERMINATION OF CONDOMINIUM

17.1 Termination. The Condominium shall not be terminated except as provided in, and subject to, Section 1602-118 of the Act.

ARTICLE XVIII
APPLICABILITY; COMPLIANCE AND DEFAULT; EMINENT DOMAIN

18.1 Applicability. This Declaration shall be applicable to the Condominium. An present and future Unit Owners and tenants, their guests, licensees, servants, agents, and employees shall be subject to this Declaration, the By-Laws and to such Rules and Regulations as may be issued by the Executive Board from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Unit Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the Rules and Regulations of the Association and will comply with them. The acceptance of a deed of conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either of the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the Rules and Regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

18.2 Compliance:

(a) Each Unit owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, all as amended from time to time.

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

(c) The failure of the Declarant, or the Executive Board, or any committee appointed by the Executive Board or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the light to do so thereafter.

18.3 Arbitration The following procedures shall apply to claims, disputes, and other matters in question between the Declarant, on the one hand, and the Association or the other Unit Owners on the other hand.

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

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

ARTICLE XIX
LIMITATION OF LIABILITY

19.1 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 Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand that 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;

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

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

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

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

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or that 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.

19.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified and held harmless by the Association from

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

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

ARTICLE XX
GENERAL PROVISIONS

20.1 **Obligation to Complete**. Nothing contained in this Declaration of the Plats and Plans do, or shall be deemed to impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any Buildings, amenities or other improvements to the property except to the extent required by the Act.

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

20.3 **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 anyone gender shall be deemed applicable to all genders.

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

20.5 Remedies Cumulative All lights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of anyone or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, TWITCHELL BROOK ESTATES, LLC. has caused this Declaration to be executed by Michel Pelletier, in his authorized capacity as authorized member hereunto set his hand and seal this 21 day of June, 2007.

Witness:

Twitchell Brook Estates, LLC

Michel Pelletier

STATE OF MAINE
County of Oxford, ss.

6.21, 2007

On the 21st day of June, 2007 before me personally appeared the above named Michel Pelletier as authorized member of Twitchell Brook Estates LLC and acknowledged the foregoing to be his free act and deed in the free act and deed of said Limited Liability Company.

Before me,

Notary Public / Attorney at Law
Print Name Michael T. Steven
My commission expires_____

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated on the westerly side of U.S. Route 2 so-called, in the Town of Bethel, County of Oxford, State of Maine being more particularly bounded and described as follows:

Commencing at a 5/8-inch rebar found flush with the ground. Said rebar marking the southeasterly corner of a parcel of land conveyed from Michel Pelletier to David Nivus and Heather Hale-Nivus by a deed dated November 12, 2004 and recorded in Book 3625, Page 130 at the Oxford County Registry of Deeds. Said rebar also being located on the westerly right-of-way limit of said U.S. Route 2 at a point thirty-five (35) feet left of centerline station 80+70.4 as shown on Maine State Highway Commission Right-Of-Way Map File No. 9-183, Sheet 2 of 10.

Thence from the Point of Commencement North 71 degrees, 25 minutes 54 seconds West along the southerly boundary of land now or formerly of said David Nivus and Heather Hale-Nivus, distance of two hundred thirty and ninety-seven hundredths (230.97) feet to a rebar found on the northwesterly side of Twitchell Brook so-called. Said rebar making the northwesterly corner of land now or formerly of Alan and Kathleen Hale, (Book 2486, Page 126). Said rebar also marking the Point of Beginning of the herein described parcel of land.

Thence from the Point of Beginning North 46 degrees, 16 minutes 18 seconds East along land now or formerly of said David Nivus and Heather Hale-Nivus (Book 3625, Page 130) a distance of one hundred sixty-seven and zero hundredths (167.00) feet to 1-1/4inch iron pipe found.

Thence North 20 degrees, 29 minutes 53 seconds East along other land now or formerly of said David Nivus and Heather Hale-Nivus (Book 2115, Page 218) a distance of one hundred forty-eight and forty-four hundredths (148.44) feet to 1-1/4inch iron pipe found.

Thence South 70 degrees, 57 minutes 34 seconds East along land now or formerly of said David Nivus and Heather Hale-Nivus (Book 2115, Page 218) a distance of one hundred seven and thirty-six hundredths (107.36) feet to 5/8-inch rebar set on the westerly right-of-way limit of said U.S. Route 2.

Thence along the westerly right-of-way limit of said U.S. Route 2 by a curve to the left having a radius of two thousand three hundred ninety-five and fifty-three hundredths (2395.53) feet and a radial bearing of North 78 degrees, 03 minutes 47 seconds West, an arc distance of two hundred ninety-four and sixty-one hundredths (294.61) to 5/8-inch rebar set the southeasterly corner of land now or formerly of Donald and Beverly Chase (Book 1315, Page 145).

Thence South 87 degrees, 06 minutes 03 seconds West along land now or formerly of Donald and Beverly Chase (Book 1315, Page 145), distance of one thousand two hundred twelve and forty-eight hundredths (1212.48) feet to a point on the easterly side of said Twitchell Brook.

Thence continuing on the same course to the center of said Twitchell Brook.

Thence in a general southeasterly or easterly direction downstream along the centerline or thread of said Twitchell Brook for a distance of about one thousand four hundred (1400) feet to the westerly line of land now or formerly of said Alan and Kathleen Thrall (Book 2486, Page 126).

Thence North 19 degrees, 05 minutes 06 seconds East along land now or formerly of Alan and Kathleen Thrall (Book 2486, Page 126) to a point on the northerly side of said Twitchell Brook.

Said point being located South 60 degrees, 43 minutes 16 seconds East a distance of one thousand seven and forty-two hundredths (1007.42) feet from the last mentioned point on the easterly side of said Twitchell Brook on line of land of said Donald and Beverly Blake.

Thence North 19 degrees, 05 minutes 06 seconds East along land now or formerly of Alan and Kathleen Thrall (Book 2486, Page 126), distance of forty-five and eighty-two hundredths (45.82) feet to a rebar found at the northwesterly corner of land now or formerly of Alan and Kathleen Thrall (Book 2486, Page 126) and the Point of Beginning.

Said Property being the same parcel of land as described in the quitclaim deed from Michel Pelletier to Twitchell Brook Estates, LLC dated June 21, 2007and recorded in the Oxford County Registry of Deeds in Book 4151, Page 174, and as more particularly depicted, described and set forth in the Plan entitled " Twitchell Brook Estates" recorded as Plan #3909 in the Oxford County Registry of Deeds.

Doc#: 7716
Bk: 4151 Pg: 212

EXHIBIT B

Units	Fractional Interest in Common Elements Association In Common Elements and Common Expense Liability	Votes in the Association
1- through 4 inclusive	25%	1 each

Units 5 through #22
Are not built yet
(Phases 2, 3 and 4)

Exhibit C

STORMWATER MAINTENANCE PLAN

TWITCHELL BROOK ESTATES

Route 2, Bethel, Maine

The long-term maintenance of the site's stormwater management systems will be provided by the Condominium Association. This Association has not yet been established, but this plan will be made part of the Association's agreement. Until the Association is established, the project developer will provide stormwater maintenance.

Routine Stormwater Maintenance:

Stormwater maintenance on this site will be performed on the following items. Maintenance will include spring and fall inspections throughout the site for signs of erosion and sedimentation. If erosion damage or sedimentation is found, it will be promptly repaired to construction document quality, and stabilized according to the erosion and sedimentation control plan.

1. channels and ditches
2. culverts
3. level-lip spreaders
4. embankments 3:1 or steeper

The attached log sheet will be filled in by the Condominium Association's maintenance representative (or the developer until the Association is formed) as inspections take place.

Exhibit D

RESTRICTIONS FOR 'DEER WINTERING AREA CONSERVATION BUFFER' OF TWITCHELL BROOK ESTATES

1. Restrictions on the 'Deer Wintering Area Conservation Buffer' Covenant Area. The area of Twitchell Brook Estates indicated on the Recorded Plot Plan labeled, as the 'Deer Wintering Area Conservation Buffer' shall have the following Deed Covenant restrictions. This is included in the Common Area and is owned and maintained by the Twitchell Brook Condominium Association (hereinto referred to as the Owner). Unless the owner of the Covenant Area, or its successors or assigns, obtains the prior written approval of the Maine Department of Inland Fisheries and Wildlife (MDIFW), (or any successor thereof), the Covenant Area shall remain undeveloped in perpetuity.

a. no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Covenant Area and the surface waters contained thereon, nor shall the topography of the area be altered or manipulated in any way;

b. no trees, grasses, shrubs, vines, or other vegetation shall be cut, destroyed, or sprayed with biocides, except that de minimis flower picking shall be allowed, and clearing will be allowed for the maintenance of any path or trail, and dead wood which is leaning, threatening, or fallen may be removed; and per guidelines from the Maine Department of Inland Fisheries & Wildlife, that periodic logging of this buffer be permitted per a Forest Management Plan developed by a licensed professional forester and in consultation with the Maine Department of Inland Fisheries & Wildlife that promotes the growth of a vegetative understory for its continued supportive use as a deer wintering yard;

c. no ditches shall be dug, and no draining of the Covenant Area shall take place, and no pumping or any other removal of water shall occur on the Covenant Area, nor shall the manipulation or alteration of natural watercourses or hydrology occur;

d. no building, sign, fence, utility pole, or other permanent structure will be constructed, placed or permitted to remain on the Covenant Area;

e. no trucks, cars, dirt bikes, bulldozers, backhoes, or mechanical equipment shall be permitted on the Covenant Area unless per emergency of person or natural resource; and

Any activity on or use of the Covenant Area inconsistent with the purpose of these Covenants and Restrictions is prohibited. Prior to undertaking any changes in the use of the Covenant Area, the Declarant, its successors and assigns, shall consult with the MDIFW regarding the proposed changes to determine the effect of such changes on the

conservation values of the Covenant Area. The MDIFW shall have the right to approve such changes in use if such uses do not impair or impede the conservation values of the Covenant Area or the purpose of the Covenants and Restrictions.

2. Enforcement. The MDIFW may enforce any of the Covenants and Restrictions set forth in Section 1 above. Any future alterations of the Covenant Area must receive the prior approval in writing from the MDIFW.

3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Covenant Area.

4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Covenant Area and by the MDIFW (or any successor thereto).

5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Covenant Area.

Received
Recorded Register of Deeds
Jun 22,2007 11:11:22A
Oxford East County
Jane Rich