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11-01-2017 @ 11:16a

ROYAL OAKS

FOURTH AMENDMENT TO THE RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WITH AMENDMENT TO BYLAWS, RULES AND REGULATIONS

This Fourth Amendment to the Restated Declaration of Covenants, Conditions and Restrictions with amendments to the Bylaws, Rules and Regulations of Royal Oaks is made effective as of the date of recording in the Androscoggin County Registry of Deeds. All references to Book and Page Numbers refer to recordings in the Androscoggin County Registry of Deeds.

RECITALS

1. The Restated Declaration of Covenants, Conditions and Restrictions of Royal Oaks dated May 6, 1982 and recorded in Book 1571, Page 92 submitting real estate described therein to the Maine Unit Ownership Act (33 MRS § 560, *et seq.*) was amended by three amendments, the first dated February 1, 1983 and recorded in Book 1622, Page 152, the second dated August 3, 1983 and recorded in Book 1666, Page 279 and the third dated January 31, 1984 and recorded in Book 1703, Page 292 (collectively, the "Declaration").

2. As required by the Unit Ownership Act, the bylaws (the "Bylaws") of Royal Oaks Association, Inc. (the "Association") were recorded as part of the Declaration and annexed to the Declaration as Schedule C.

3. On September 22, 2016, a copy of the revised rules and regulations (the "Rules and Regulations") adopted by the Board of Directors of the Association was recorded in Book 9458, Page 130.

4. Not less than unit owners owning 75% of the total ownership interests in the common area of Royal Oaks have approved the amendments to the Declaration, Bylaws and Rules and Regulations set forth herein.

NOW THEREFORE, the following amendments are hereby adopted, approved and enacted:

AMENDMENTS

Section 1: Amendments to the Declaration. The Declaration is hereby amended as follows with strike-throughs indicating deletions of text and underlines indicating additions of text:

1.1: Effect of Nonpayment of Assessments; Remedies of the Association. Paragraph E of Section 9 of the Declaration is hereby amended by deleting Paragraph E in its entirety and replacing it in its entirety with the following:

E. Effect of Nonpayment Assessments; Remedies of the Association: If any unit owner shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association within thirty (30) days after the due date, there shall be added to said amount a late fee in the amount of twenty-five dollars ($25.00), and the amount thereof and the late fee, both, shall bear interest from the due date at the rate of eighteen (18%) per annum and, together with such interest, costs, and reasonable attorney's fees, shall constitute a lien on the applicable unit. The Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies provided in the Unit Ownership Act, the Declaration, the By-Laws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year (provided that such acceleration shall not result in over collection of assessments from a unit owner in the event such unit is subsequently sold or transferred) and, if available, all possessory remedies under the Forcible Entry and Detainer laws of Maine.

1.2: Revised and Emergency Assessments: Paragraph F of Section 9 of the Declaration is hereby amended by deleting Paragraph F in its entirety and replacing it in its entirety with the following:

F. Revised and Emergency Assessments: If at any time prior to or during the course of any fiscal year the Board of Directors shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board of Directors shall prepare and cause to be delivered to the unit owners a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision. The Board of Directors may, upon finding that an emergency exists which requires immediate assessment of the unit owners, make an emergency assessment not to exceed an amount equal to two times the then current monthly assessment for each unit, which shall be due and payable when communicated to the unit owners.

1.3: Penalties for Violations. Paragraph C of Section 10 of the Declaration is hereby amended by deleting said Paragraph C in its entirety and replacing it in its entirety with the following:

C. Rules and Regulations: Each unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations (the "Rules and Regulations") adopted pursuant thereto and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to so comply shall be grounds for action to recover damages or for injunctive relief or both maintainable by the Board of Directors on behalf of the Association or by an aggrieved unit owner. The Board of Directors is authorized to enforce all provisions of this Declaration, the By-Laws, and the Rules and Regulations of the Association by levying fines, counting each day of any violation as a separate offense. A violation of any of said provisions by a unit owner or by an occupant of a unit shall subject the unit owner to a fine of $50 for each violation payable to the Association, upon which interest shall accrue monthly at an annual rate of 18% which interest shall compound monthly. After verbal notification thereof, each day that such violation is permitted to continue shall constitute a separate violation. Notice of the provision which has been violated, fines, interest, and other consequences shall be reduced to writing and mailed to the unit owner by way of the U. S. Mail.

The Association may pursue legal action against a unit owner to enforce any of its rights and remedies under this paragraph and to collect said fines and interest which may include the attachment of liens on the unit and other property of the unit owner. The Association shall be entitled to recover reasonable attorneys' fees and costs incurred by the Association in enforcing its rights and remedies under this paragraph and all of said fines, interest, fees and costs shall be a part of the Association's assessment against the unit and shall constitute a lien on the unit owner's unit.

Section 2. Amendments to the Bylaws. The Bylaws are hereby amended as follows, with strike-throughs indicating deletions of text and underlines indicating additions of text:

2.1: Meeting of Members. Section 1 of Article IV of the Bylaws is hereby amended by deleting said Section 1 in its entirety and replacing it in its entirety with the following:

Sec. 1. The first annual meeting of the members shall be held on the third (3rd) Tuesday in September, 1982, at 7:00 p.m., at the condominium property in Auburn, unless another date and time may be specified by the President in a written notice to the unit owners. An annual meeting of the members shall be held on the third (3rd) Tuesday of the month of October ~~September~~ each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

2.2: Assessments. Article XIII of the Bylaws is hereby amended by deleting Article XIII in its entirety and replacing it in its entirety with the following:

ARTICLE XIII

Assessments

As more fully provided in the Declaration, each unit owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. If a check is returned for insufficient funds, an amount equal to twice the fee charged by the Association's bank or other depository will be added to the next month's assessment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, ~~the assessment~~ there shall be added to the assessment a late fee in the amount of twenty-five dollars $25.00) and the assessment and the late fee, both, shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the unit owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit being so foreclosed, and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No unit owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas and facilities or abandonment of his unit.

2.3: Use and Occupancy Restrictions. Section 1 of Article XIV of the Bylaws is hereby amended by deleting said Section 1 in its entirety and replacing it in its entirety with the following:

Sec. 1. Except as otherwise provided in the Declaration with respect to the uses permitted by the Declarant, no unit shall be used for any other purpose than as a private dwelling for the unit owner and his immediate family. ~~or by a person and such person's immediate family to whom the unit owner shall have leased his unit upon written lease for an initial term of not less than 6 months subject to all the provisions of these By-Laws and the Declaration.~~ As used herein, the words "immediate family" shall mean the spouse, parents, siblings and children of the unit owner. No unit owner ~~nor a lessee of any unit owner~~ shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any immoral or illegal acts to be committed anywhere in or upon the property.

2.4: Pets. Article XIV of the Bylaws is hereby amended by adding the following Section 5 to Article XIV of the Bylaws:

Sec. 5. Pets: The maintenance, keeping or boarding of animals is prohibited within the unit or upon common elements except that the keeping of small domestic pets, such as caged birds, aquarium fish, cats, and small dogs (for cats and dogs no more than 4 in the aggregate) are permitted in a unit. Only cats owned by owners and occupants of units as of September 19, 2016, are allowed outside the unit upon the common elements. Cats allowed outside must be vaccinated and neutered and the owners must provide documentation as proof that their cat/cats were neutered and vaccinated. After September 19, 2016, only indoor cats will be permitted for existing owners and occupants as well as new owners or occupants acquiring a new cat. No dogs shall be permitted in any common element or outside of a unit unless on a leash and accompanied by and under the direct supervision and control of a unit owner or occupant or a member of the unit owner or occupant's household. Pet owners must immediately pick up after their pets and will be responsible for any damage done by their pets in any common and limited common areas. The placing of any kind of food, including pet food, outside of a unit and placed on any common and/or limited common element, is prohibited. Any food left out in the said areas will be removed and disposed of. Any pet causing or creating a nuisance or unreasonable disturbance or noise will not be tolerated. All cats must be vaccinated; dogs must be licensed according to all applicable laws and ordinances. Owners must provide documentation as proof of vaccination and/or licensing and proof of neutering (neutering being only applicable for cats allowed outside as provided in this Section) when requested by the Board of Directors.

2.5: Access for Installation, Maintenance, Repair and Replacement. Article XIV of the Bylaws is hereby amended by adding the following Section 6 to Article XIV of the Bylaws:

Sec. 6. All unit owners must allow the Association and its agents access to their units for the installation, maintenance, repair and replacement of any plumbing, electrical, cable or other utilities that serve any other unit or the common elements.

Section 3. Amendments and Clarification to the Rules and Regulations. The Rules and Regulations are hereby amended as follows:

3.1: Leasing of Units. Rule 2 of the Rules and Regulations (found on the second page of the instrument recorded in 9458, Page 130) is deleted. It has been superseded by the amendment to the Bylaws set forth above in subsection 2.3 of this instrument.

3.2: Document Fee. The following Rule 21 is hereby added to the Rules and Regulations.

21. The Association may charge a fee of $25.00 for each document requested by a unit owner or any other party. This applies (without limitation intended) to copies of the Declaration, or the Bylaws or the Rules and Regulations and to providing a so-called re-sale certificate. The amount of this fee may be changed from time to time by rules established by the Board of Directors of the Association.

3.3: Recording of Rules and Regulations. The recording of the Rules and Regulations in Book 9458, Page 130 and the recording of the amendments thereto in this instrument shall not require (or be taken to imply) that any future Rules and Regulations, or amendments thereto, adopted by the Board of Directors of the Association must be recorded.

CERTIFICATE OF AMENDMENT

Pursuant to Paragraph B of Section 13 of the Declaration, the undersigned officers of the Association do hereby certify that this Fourth Amendment to the Restated Declaration of Covenants, Conditions and Restrictions with Amendments to Bylaws and Rules and Regulations has been duly adopted in accordance with law, the Declaration and the Bylaws.

Dated as of the 27th day of October, 2017.

Jacqueline A. Flynn,
Secretary and Treasurer

Martin Keim,
President

STATE OF MAINE
COUNTY OF ANDROSCOGGIN, ss.

October ~~November~~ 27, 2017

Then personally appeared, the above-named Martin Keim, President of Royal Oaks Association, Inc., and Jacqueline A. Flynn, Secretary and Treasurer of Royal Oaks Association, Inc., and made oath to the truth of the foregoing and acknowledged the foregoing instrument to be their free act and deed in said capacities and the free act and deed of the Royal Oaks Association, Inc.,

Before me,

~~Notary Public~~/Attorney-at-Law
Name: Ronald L. Bissonnette
My Commission Expires: N/A

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ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS