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ROYAL OAKS
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This restated Declaration is made and entered into by SASSEVILLE HOMES, INC., a corporation organized and existing under the laws of the State of Maine, whose principal office is at 57 Heritage Drive, Auburn, Androscoggin County, State of Maine, and which is hereinafter referred to as the "Declarant", which term shall also mean its successors and assigns.

The Declarant has previously caused to be recorded in the Androscoggin County Registry of Deeds, Book 1561, Page 090, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, dated January 2, 1982, and a survey with floor plans recorded in said registry of deeds Book of Plans, Book 30, Pages 10 and 11, said Declaration, survey and floor plans, relating to a condominium development called ROYAL OAKS. No buildings, facilities, or units have been built on the land described in said declaration and there are as yet, therefore, no members of the Association referred to therein. The Declarant totally amends and restates said Declaration as follows:

The Declarant by this restated Declaration hereby submits the land described as Phase 1 in Schedule A attached hereto and made a part hereof (the land described in Schedule A as Phases 2, 3 and 4 is not hereby so submitted but may be so submitted in the future pursuant to Paragraph 13 hereinafter) and owned by it in fee simple, together with the buildings and improvements to be erected thereon, all known as and hereinafter referred to as the property or as "ROYAL OAKS", to the provisions of the City of Auburn Planned Residential Unit Development Ordinance, and to Title 33, Maine Revised Statutes, section 560 et seq., as amended, hereinafter referred to as the "Unit Ownership Act".

1. Description of Building: ROYAL OAKS as contemplated by the filing of this Declaration, meaning Phase 1 as described in said Schedule A, and meaning Units 17 through 20 as shown on the survey and floor plans referred to in said Schedule A, shall consist of four (4) single family residential units built in one contiguous section. The Declarant has reserved the right pursuant to Paragraph 13 of this Declaration to amend and re-amend this Declaration from time to time to so submit so many of Phases 2, 3 and 4 as shown on said Schedule A as it shall choose. Phases 2 and 3 as described in said Schedule A and as shown on the survey and floor plans referred to in said Schedule A as, respectively, Units 7 through 12 and Units 1 through 6, shall each consist of six (6) single family residential units built in one contiguous section; Phase 4, as described in said Schedule A and as shown on the survey and floor plans referred to in said Schedule A as Units 13 through 16, shall consist of four

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(4) single family residential units built in one contiguous section. If all phases are built, the the whole of ROYAL OAKS shall therefore consist of a total of twenty (20) single family residential units. All of the units are to be of wood frame construction and to be constructed of the following principal materials: poured concrete foundations and footings, wood clapboard siding, interior drywall, and roof shingles of asphalt. The number of floors, the number of rooms for each unit, and the dimensions and area of each floor are described in the duly recorded survey and floor plans referred to in said Schedule A.

2. Identification of Units: Reference is made to the recorded surveys and floor plans referred to in said Schedule A for the identification number of each unit showing its location and the approximate area.

3. Description of Common Areas and Facilities: The common areas and facilities shall consist of all of the property so submitted and declared, except the individual units and shall include the land, parking areas (except those parking areas indicated as Limited Common Areas on the survey and floor plans referred to in said Schedule A), buildings, foundations and roofs (but not the interior portions of the attics and foundations, including the interior space and the interior surfaces of the attic and foundations, which portions shall be limited common areas appurtenant to their respective units), pipes, ducts, electrical wiring and conduits, public utility lines, perimeter and common walls of units (other than the interior surfaces thereof which shall be part of their respective units), structural parts of the buildings, including structural columns, girders, beams and supports, and in addition, all other parts of the property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in said Unit Ownership Act. Each unit owner in any building shall have the right to use the common areas and facilities, in common with all other unit owners as may be required for the purposes of ingress and egress to, and the use, occupancy and enjoyment of, the respective units owned by such unit owner. Such rights shall extend to the units owners and the members of the immediate family, guests and other authorized occupants, licensees, and the visitors of the unit owner.

4. Description of Limited Common Areas and Facilities: Limited common areas and facilities shall mean and include that part of the common areas and facilities as to which a right of exclusive use has been reserved as appurtenant to an individual unit as set forth herein and in the recorded surveys and floor plans referred to in said Schedule A. Each unit is hereby allocated to it as a limited common area and facility those portions of the

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property so designated in Paragraph 3 above, the Real Property listed as appurtenant to it upon the recorded survey and floor plans referred to in said Schedule A, and the land area beneath the respective unit. Included as limited common areas for each unit as shown on the survey and floor plans referred to in said Schedule A is a single parking space for the exclusive use of the designated unit for not more than one (1) motor vehicle.

5. Percentage of Ownership: The percentage of interest of the owner of each individual unit in the common areas and facilities is hereby expressed by the Declarant to be computed by taking as a basis the fair value of the unit at the date of this Declaration in relation to the fair value of all the units having an interest in the common areas and facilities. The percentage of the undivided interest of each unit owner in the common areas and facilities shall have a permanent character as expressed herein and shall not be altered without the consent of all of the unit owners expressed in an amendment to this Declaration duly recorded. Said percentage of interest in the common areas and facilities pertaining to each individual unit is set forth in Schedule B attached hereto and made a part hereof. The percentage of the undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

6. Purposes: Each unit in each of the buildings with appurtenant limited common areas is intended to serve as a self-contained residential unit.

7. Agent for Service of Process: The agent for service of process in the cases provided is M. Kelly Matzen, TRAFTON & MATZEN, 200 Court Street (P. O. Box 470), Auburn, Maine 04210-0470, or his successors as Registered Agent at the then Registered Office of the Association.

8. By-Laws: Prior to the date of this Declaration and the recording hereof, there has been formed Royal Oaks Association, Inc., a Non Profit corporation organized under the laws of the State of Maine, which corporation (hereinafter called the Association) shall be the governing body for all the unit owners with respect to the administration, maintenance, repair and replacement of the condominium property as provided by the Unit Ownership Act, this Declaration, and the By-Laws. Each unit owner shall be bound by the By-Laws of the Association set forth on Schedule C attached hereto and made a part hereof. Each unit owner shall automatically become and be a member of the Association so long as he continues as a unit owner. Upon the termination of the interest of a unit owner, his membership and any interest in the common

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fund shall thereupon automatically terminate and transfer and inure to the next unit owner succeeding him in interest. A transfer in mortgage shall not transfer membership until foreclosure or conveyance in lieu of foreclosure.

9. Covenant for Maintenance Assessments: The Declarant, for each unit owned by it, hereby covenants, and each owner of any unit in ROYAL OAKS, by accepting a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual membership assessment to be established and collected as hereinafter provided. The annual membership assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the unit owner who is the owner of such property at the time the assessment fell due. In a voluntary conveyance the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the manager or Board of Directors, setting forth the amount of such unpaid assessments against the grantor, or such grantee shall not be liable for, nor shall the unit conveyed by subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residence in ROYAL OAKS and for the improvement and maintenance of the common areas and facilities therein, and of such portions of the limited common areas and facilities as provided herein.

A. Membership Assessments: With respect to each fiscal year, the Board of Directors shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

(i) Management and administration expenses;

(ii) The estimated cost of repairs, maintenance and replacement of common areas and facilities;

(iii) The cost of such insurance and utilities as may be furnished by the Association;

(iv) The amount of such reserves as may be reasonably established by the Board of Directors, including general operating

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reserves, reserves for contingencies, and reserves for maintenance and replacements including routine repainting or staining of exterior walls; and

(v) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

B. Time and Method of Assessment: At least thirty (30) days prior to the commencement of each fiscal year, the Board of Directors shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each unit owner. Such budget shall be reviewed and adopted either as proposed or amended, by a meeting of the members of the Association called for such purposes prior to the commencement of the fiscal year.

C. Time of Payment of Assessment; Due Dates: On or before the first day of each month of the fiscal year covered by such estimated annual budget, each unit owner shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Until the annual budget for a fiscal year is adopted by the membership as set forth above, the unit owner shall continue to pay that amount which had been established on the basis of the previous annual budget.

D. Uniform Rate of Assessment: Each unit owner's proportionate share of membership assessments shall be an amount equal to the total membership assessment multiplied by his respective undivided percentage ownership in the common areas and facilities.

E. Effect of Nonpayment of 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, the amount thereof shall bear interest from the due date at the rate of eighteen percent (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

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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.

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 the then current monthly assessment for each unit, which shall be due and payable when communicated to the unit owners.

G. Declarant: With respect to any unit owned by the Declarant, the Declarant shall pay a monthly assessment determined in the same manner as the monthly assessment is determined for all other unit owners; provided, however, that expenses which increase substantially in proportion to the number of units actually constructed shall be apportioned among those units which are actually constructed.

10. Association and Unit Owners' Rights, Duties and Obligations: Each unit owner shall be subject to the following duties and obligations:

A. Maintenance of Unit: Each unit owner shall furnish and be responsible for, at his own expense, all maintenance, repairs and replacements within his own unit and limited common areas (except as to limited common areas which are exterior to the walls of any structure which portion of the limited common areas shall be maintained by the Association); provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of utilities, such as water, gas, electricity and and sewer to the unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, stoves, and other kitchen appliances, and indoor lighting fixtures, and plumbing fixtures, and other electrical or mechanical appliances of any unit shall be at the expense of such unit owner. Maintenance, repairs and replacements of the common areas and facilities, including the exterior surfaces of all units, shall be furnished by the Association as part of

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the common expenses. Each Unit Owner shall pay for his own telephone, electricity, sewer and water service, and other utilities which are separately metered or billed to each such user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses. Each unit owner shall be responsible for the cleaning, maintenance, repair and replacement (interior and exterior) of all window glass and door glass of his unit, any air conditioning or other intake or exhaust vents, and exterior lighting fixtures; and if a unit owner fails to clean, maintain, repair and/or replace such items, the Association may see to their cleaning, maintenance, repair and/or replacement and add any costs incurred therefore to the assessment billed to the applicable unit owner. Each unit owner shall provide electricity for outdoor lighting at such times as may be required by the Association. If due to the negligent act or omission of a unit owner or a member of his family or a guest or other authorized occupant or visitor of such unit owner, or due to the act or omission of a household pet, damage shall be caused to the common areas or to a unit or units owned by others, and maintenance, repairs and replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

B. Fire and Other Policies of Insurance: The Board of Directors shall obtain insurance on the property against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions for the full insurable replacement cost of the common areas and facilities and the units and shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each unit owner and the Association, Board of Directors, and Managing Agent, if any, from liability in connection with the common areas and facilities, and those limited common areas and facilities which are exterior to the walls of any structure. The premiums therefor shall be common expenses. Each unit owner shall be responsible for his own insurance on the contents of his own unit and his additions and improvements thereto and decorating and furnishing personal property therein, and his personal liability to the extent not covered by the liability insurance provided by the Association.

C. Rules and Regulations: Each unit owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto and with the covenants, conditions and restrictions set

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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.

D. Storm Water Detention Basin: The Association shall maintain on an annual basis the storm water detention basin on the property which storm water detention basin is part of the common areas and facilities.

E. Sale of Unit: In any voluntary conveyance of a unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration and the By-Laws as they from time to time may be amended. The Declarant or the Association may charge a reasonable fee if it chooses to make such copies available to unit owners or buyers.

F. Power to Grant Rights and Restrictions in Common Areas and Facilities: The Association shall have the right to grant utility easements under, through or over the common areas and facilities, and the limited common areas and facilities, but such powers shall not be exercised so as to disrupt a unit, and the Association shall be responsible for any damage that occurs to the common areas and facilities or to any unit as the result of the exercise of this right.

11. Architectural Control and Safety of Property: No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives, who need not be members, appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. In no event shall any unit owner permit or do any work with may jeopardize the soundness or safety of his unit or any of the property without the unanimous consent of all of the other unit owners.

12. Rights of Declarant: The Declarant reserves the right until the construction, marketing and sale of all units, including units in Phases 2, 3

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and 4 if the Declarant chooses to submit and declare each phase, as completed to:

A. Change the size, number and location of buildings, units and other improvements, and the size, layout, and location of any unit for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. Any one change or all changes in the aggregate shall not be substantial. The change or changes shall be effective upon the recording of an amendment to this Declaration and/or the filing of a modified survey or modified floor plans indicating the changes made, and, notwithstanding any other provision of this Declaration or of the By-Laws to the contrary, Declarent reserves the right to so amend the Declaration and modify the floor plans and the survey.

B. Grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil, cable television and sewer and locate such easements and rights of way on the property without depicting them on the survey and floor plans referred to in said Schedule A.

C. 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 service so used.

D. Use the common areas and facilities for ingress and egress and for the storage of construction materials and equipment used for the purpose of completing improvements for which provision is made in this Declaration, including those improvements depicted as Phases 2, 3 and 4 if the Declarant so chooses, but only if access thereto is otherwise not reasonably available.

E. Establish, operate and maintain sales and management offices, model units, and parking areas for sales or promotional purposes, and to utilize the common areas and facilities for such purposes.

F. Install and maintain signs and lighting for sales or promotional purposes.

G. Notwithstanding any other provision of this Declaration and the By-Laws to the contrary, this Paragraph 12 shall not be amended without the consent of the Declarant.

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13. Method of Amending Declaration and Phasing: This Declaration may be amended only as follows:

A. Amending Process: The provisions of this Declaration may be amended from time to time upon approval of such amendment or amendments by the Association pursuant to a resolution, or written consent, approving such amendment or amendments given by unit owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the common areas; provided, however, that if the Uniform Ownership Act or this Declaration shall require the consent or agreement of a greater percentage of the unit owners or of lien holders for any action specified in the Unit Ownership Act or in this Declaration, then any amendment to or amendments with respect to such actions shall require such greater percentages as may be provided in the act or in this Declaration; provided further, nevertheless, and any provision of this Declaration to the contrary notwithstanding, without the consent of any unit owner the Declarant or its successor in title to all or any portion of each of Phase 2, Phase 3, Phase 4, or any two or more of such phases, as shown on said Schedule A and the survey and floor plans referred to in said Schedule A, may at any time prior to seven (7) years after the date of recording of this Restated Declaration amend and re-amend this Restated Declaration so as to submit to the Unit Ownership Act at any time and from time to time any one or more of said Phases as shown on said Schedule A and on the survey and floor plans referred to in said Schedule A, or on any modified survey and floor plans which may be recorded in the Androscoggin County Registry of Deeds, on which will be constructed the respective structures shown on said survey and floor plans or on any modified survey and floor plans recorded in said Registry of Deeds which modifications are made pursuant to Paragraph 12 herein. Any such amendment shall contain with respect to each respective Phase referred to herein, all the particulars required by the Unit Ownership Act which particulars may be included by reference hereto and from and after respective recording of each such amendment to this condominium, ROYAL OAKS, shall include each such respective Phase. The limited common areas and facilities appurtenant to each unit shall be as set forth in the survey and floor plans referred to in said Schedule A, or on any modified survey and floor plans which may be recorded in the Androscoggin County Registry of Deeds, and the percentage of individual interest in the common areas and facilities appertaining to each unit in each respective Phase

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and its owner are set forth in said Schedule B. The Declarant reserves to itself the right to amend or restate this Declaration prior to the first sale of any unit by recording said amended or restated Declaration. The Declarant or any such successor in title is under no obligation to submit to the act any one or more of Phases 2, 3 and 4 and such Phase or Phases which shall not be submitted to the act shall not be part of the condominium. The provisions of and the rights reserved under this subparagraph apply notwithstanding any provisions of this Declaration or the By-Laws to the contrary. This Declaration may not be amended so as to merge ROYAL OAKS with a successor condominium regime without prior written approval of the Administrator of Veterans' Affairs.

B. Certificate of Amendment: A copy of each amendment by the Association shall be certified by at least two officers of the Association as having been duly adopted, and shall be effective when recorded in the Androscoggin County Registry of Deeds. Copies of the Certificate shall be mailed to each unit owner and his mortgagee, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

14. General Provisions:

A. Severability: Invalidation of any one of these covenants, restrictions or obligations by judgment, court order or otherwise shall in no way affect any other provisions hereof, which shall remain in full force and effect.

B. Covenants Running with the Land: The provisions of this Declaration and the By-Laws and the rights and obligations established hereby and thereby shall be deemed to be covenants, running with the land, so long as the property remains subject to the provisions of the Unit Ownership Act, and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person or persons to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Uniform Ownership Act, this Declaration, and the By-Laws.

C. Easements for Encroachments: In the event any portion of the common areas shall encroach upon any unit or if any unit shall encroach upon any portion of the common areas or any other unit as the same are shown on the survey and the plans referred to in said Schedule A or as modified as provided herein, there shall be deemed to be mutual easements

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in favor of the owners of the common areas and the respective unit owners involved to the extent of such encroachment.

Dated this 6th day of May, 1982.

SASSEVILLE HOMES, INC.

Witness

By: _____
Paul H. Sasseville, President
Declarant

STATE OF MAINE
ANDROSCOGGIN, SS.

May 7, 1982.

Personally appeared the above-named Paul H. Sasseville, President of Sasseville Homes, Inc., and acknowledged the above Restated Declaration to be his free act and deed in said capacity and the free act and deed of Sasseville Homes, Inc.

Before me,

_____
Justice of the Peace, Notary Public
Attorney at Law

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SCHEDULE A

Description of ROYAL OAKS:

Land in Auburn, Androscoggin County, State of Maine, more particularly described as follows:

PHASE 1:

Beginning at a point on the northwesterly side of Andrea Lane, formerly Cherokee Street, said point being twenty-two and eighty-three hundredths (22.83) feet southwesterly along the line of said Andrea Lane from a monument marking the southerly point of the radius at the intersection of the northwesterly side of said Andrea Lane and the southwesterly side of University Street; thence north 30° 43' 57" west seventy-five (75) feet to a point; thence south 59° 16' 03" east seventy-five (75) feet to a point; thence north 30° 43' 57" east to a point on the northwesterly side of the former location of Dwight Street as shown on a plan of Eveleth Park recorded in the Androscoggin County Registry of Deeds, Book of Plans, Volume 2, Book 4, Page 170; thence northeasterly along the northwesterly side of said Dwight Street twelve (12) feet to a monument indicating the southerly side of the radius at the intersection of the northwesterly side of the former Dwight Street and the southwesterly side of University Street; thence proceeding easterly and northerly along said radius to the point of intersection between the northwesterly side of the former Dwight Street and the southwesterly side of University Street; thence south 49° 41' 09" east two hundred sixty-four and thirty-three hundredths (264.33) feet along the southwesterly side of University Street to a monument marking the northerly end of the radius at the aforementioned intersection of Andrea Lane and University Street; thence southerly and westerly along said radius to the aforementioned monument on the northwesterly side of Andrea Lane indicating the southerly and westerly end of said radius; thence twenty-two and eighty-three hundredths (22.83) feet southwesterly along the northwesterly side of Andrea Lane to the point of beginning.

Phase 1 constitutes about sixteen thousand eight hundred sixty-two (16,862) square feet.

PHASE 2:

Beginning on the northwesterly side of the former location of Dwight Street as shown on a plan of Eveleth Park recorded in the Androscoggin Registry of Deeds, Book of Plans, Volume 2, Book 4, Page 170, at a point twelve (12) feet south 52° 16' 03" west from a monument indicating the southerly and westerly end of a radius at the intersection of the northwesterly side of the former Dwight Street and the southwesterly side of University Street; thence south 30° 43' 57" east one hundred thirty-five (135) feet to a point; thence south 59° 16' 03" west ninety-nine and twenty-three hundredths (99.23) feet to a point; thence south 30° 43' 57" east one hundred one and sixty-six hundredths (101.66) feet to a monument on the northwesterly side of Andrea Lane; thence along the northwestly sideline of Andrea Lane one hundred sixty-three and ten hundredths (163.10) feet to a point; thence north 8° 00' 00" east one hundred twenty-five and forty-four hundredths (125.44) feet to a point; thence north 30° 43' 57" west eighty (80) feet to a point on the northwesterly sideline of the former Dwight Street as shown on said plan; thence north 59° 16' 03" east one hundred seventy (170) feet along the northwesterly sideline of the former Dwight Street as shown on said plan to the point of beginning.

Phase 2 constitutes about thirty-two thousand nine hundred sixty-eight (32,968) square feet.

PHASE 3:

Beginning on the northwesterly side of the former Dwight Street as shown on a plan of Eveleth Park recorded in Androscoggin Registry of Deeds, Book of Plans, Volume 2, Book 4, Page 170, said point being one hundred eighty-two (182) feet south 59° 16' 03" west from a monument marking the southerly and westerly portion of a radius at the intersection of the northwesterly side of the former Dwight Street and the southwesterly side of University Street; thence south 30° 43' 57" east eighty (80) feet to a point; thence south 8° 00' 00" west one hundred twenty-five and forty-four hundredths (125.44) feet to a point on the northwesterly side of Andrea Lane; thence southwesterly along the northwesterly side of said Andrea Lane to a monument;

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thence continuing along the northwesterly sideline of said Andrea Lane south 29° 19' 49" west sixteen (16) feet to an iron pin marking the southwesterly most point of land belonging to Sasseville Homes, Inc.; thence north 16° 26' 31" west two hundred thirteen (213) feet to an iron pin at the westerly most corner of land belonging to Sasseville Homes, Inc., said iron pin being on the northwesterly sideline of the former Dwight Street as aforementioned; thence one hundred eleven and ninety-six hundredths (111.96) feet north 59° 16' 03" east along the northwesterly sideline of the former Dwight Street to the point of beginning.

Phase 3 constitutes about twenty thousand eight hundred fifty-three (20,853) square feet.

PHASE 4:

Beginning at a point on the northwesterly sideline of Andrea Lane, which point is twenty-two and eighty-three hundredths (22.83) feet southwesterly along said northwesterly sideline of Andrea Lane from a monument marking the southerly and westerly end of a radius at the intersection of the northwesterly side of Andrea Lane and the southwesterly side of University Street; thence north 30° 43' 57" west seventy-five (75) feet to a point; thence south 59° 16' 03" west seventy-five (75) feet to a point; thence north 30° 43' 57" west forty (40) feet to a point; thence south 59° 16' 03" west ninety-nine and twenty-three hundredths (99.23) feet to a point; thence south 30° 43' 57" east one hundred one and sixty-six hundredths (101.66) feet to a monument to be set on the northwesterly sideline of said Andrea Lane; thence proceeding along the northwesterly sideline of said Andrea Lane about one hundred seventy-seven and eight hundredths (177.08) feet to the point of beginning.

Phase 4 constitutes about sixteen thousand eight hundred twenty-one (16,821) square feet.

Phases 1 through 4 being the same premises conveyed to Sasseville Homes, Inc., by two warranty deeds from Robert W. Spencer et al: a) dated January 20, 1982, and recorded in the Androscoggin County Registry of Deeds in Book 1559, Page 341; and b) dated January 20, 1982, and recorded in the Androscoggin County Registry of Deeds in Book 1559, Page 340.

See also a survey of said premises, indicating Phases 1 through 4, and entitled ROYAL OAKS prepared by Land Use Consultants, Portland, Maine, dated March 16, 1982, and recorded in the Androscoggin County Registry of Deeds, Book of Plans, Book 30, Page 45, which survey amends a final subdivision and condominium plan of ROYAL OAKS, dated December 18, 1981, and recorded along with floor plans of said ROYAL OAKS, said floor plans dated January 20, 1982, and both of which are recorded in the Androscoggin County Registry of Deeds, Book of Plans, Book 30, Pages 10 and 11.

SCHEDULE B

PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES

Unit Number	Phase One Only	If Phase One and Two Only	If Phase One, Two, and Three	If Phase One, Two, Three, and Four
PHASE ONE:				
17	25	10	6 1/4	5
18	25	10	6 1/4	5
19	25	10	6 1/4	5
20	25	10	6 1/4	5
	100%			
PHASE TWO:				
7		10	6 1/4	5
8		10	6 1/4	5
9		10	6 1/4	5
10		10	6 1/4	5
11		10	6 1/4	5
12		10	6 1/4	5
		100%		
PHASE THREE:				
1			6 1/4	5
2			6 1/4	5
3			6 1/4	5
4			6 1/4	5
5			6 1/4	5
6			6 1/4	5
			100%	
PHASE FOUR:				
13				5
14				5
15				5
16				5
				100%

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SCHEDULE C

BY-LAWS OF

ROYAL OAKS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Royal Oaks Association, Inc., hereinafter referred to as the "Association". It is located in Auburn, County of Androscoggin, State of Maine.

ARTICLE II

Purposes and Powers of the Association

The Association does not contemplate pecuniary gain or profit to the members thereof. The purposes of this Association are as follows:

1) to establish the Association of unit owners required by the terms of Title 33 Maine Revised Statutes, § 560 et seq., as amended, all of which sections are collectively known as the "Unit Ownership Act", for the operation and maintenance of the property known as ROYAL OAKS located in the City of Auburn, County of Androscoggin, State of Maine;

2) to establish and maintain a social, educational, recreation and area improvement program for the unit owners in said ROYAL OAKS; and

3) to encourage and assist in the passage of laws, ordinances, rules and regulations which will promote the safety, welfare and improvement of said ROYAL OAKS.

In addition to all the powers, authority and responsibility granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in said Unit Ownership Act and in Title 13-B Maine Revised Statutes (known as the Maine Non Profit Corporation Act), all of which this Association shall have, this Association shall have the powers, to the extent permitted by law, to:

1) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Restated Declaration of Covenants, Conditions and Restrictions herein called the "Declaration" applicable to ROYAL OAKS and recorded or to be recorded in the Androscoggin County Registry of Deeds, and to which a copy of these By-Laws has been affixed, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4) borrow money, and with the assent of two-thirds (2/3rds) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5) obtain insurance of all types for the protection of the unit owners and property of the Association; to appoint agents, to hire employees, and to make contracts, to promulgate rules and regulations for the members of the Association.

The Association is not organized, and shall not be operated, for profit. No property or net earnings of the Association shall inure to the benefit of or be distributed to any unit owner other than through the acquisition, construction, management, maintenance, and care of

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Association property, and provided, however, that the Association may pay reasonable compensation for services rendered.

ARTICLE III

Membership and Definitions

Sec. 1. The members shall consist of all the unit owners of that property located in Auburn, County of Androscoggin, State of Maine known as ROYAL OAKS, as appears on surveys thereof duly recorded or to be recorded in the Androscoggin Registry of Deeds, in accordance with the provisions of the Declaration, also recorded in said Registry of Deeds, by which the said property has been submitted to the provisions of the Unit Ownership Act, to which Declaration these By-Laws have been attached. For the purposes of these By-Laws, the definition of all the words, terms and phrases which have been defined by the Unit Ownership Act shall be controlled by the definitions set forth therein. These By-Laws shall automatically become applicable to the property which may be added to the condominium known as ROYAL OAKS upon the recording of an amendment to the Declaration as provided in the Declaration.

Sec. 2. Except as provided herein, or in the Declaration, a membership shall not be transferrable. The membership of each unit owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, accomplished in accordance with the provisions of the Declaration, and, thereupon the membership and any interest in the common funds shall automatically transfer and be vested in the next owner or owners succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidences of membership therein.

Sec. 3. The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the common areas and facilities. If any unit owner consists of more than one (1) person, the voting rights for such unit owner shall not be divided but shall be exercised only as a unit. The Declarant, designated in the Declaration, may exercise the voting rights with respect to any units, title to which is in the Declarant. No vote pertaining to a unit owned by the Association may be cast.

Sec. 4. The vote of any corporate, partnership or trust member may be cast on its behalf by any officer, partner or beneficiary of such member and any such member may appoint its own officer, partner, beneficiary or any other member as its proxy.

ARTICLE IV

Meeting of Members

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 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.

Sec. 2. Special Meetings. Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon the written request of three-quarters (3/4ths) of the members of the Association.

Sec. 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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Sec. 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, thirty percent (30%) of the votes of all of the membership shall constitute a quorum for any action except as otherwise provided in the Unit Ownership Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid is present or be represented.

Sec. 5. Voting. Unless by express provisions of the Unit Ownership Act or these By-Laws, or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those present, either in person or by proxy.

Sec. 6. Declarant's Reserved Rights. Notwithstanding any other provision of the Declaration or these By-Laws to the contrary, the said Declarant may direct, modify or veto any action of the Association taken by vote of its members until the earlier of the following: (a) one hundred twenty (120) days after the date by which fifteen (15) of the total units in all Phases of ROYAL OAKS as contemplated in the Declaration have been conveyed to unit purchasers, or (b) seven (7) years after the first conveyance to a unit purchaser. During the period of the Declarant's reserved rights a record of all votes of the members of the Association shall be forwarded to said Declarant within three (3) days of such vote, and no vote, unless directed by or approved by said Declarant, shall become effective until ten (10) days thereafter.

Sec. 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

Sec. 8. Unanimous Action by Members Without a Meeting. Any action required or permitted under the Maine Non Profit Corporation Act, Title 13-B Maine Revised Statutes, as amended, and under the Declaration or these By-Laws, to be taken by a meeting of the members may be taken without a meeting if written consents, setting forth the actions so taken, are signed by all members entitled to vote on such action and are filed with the Clerk of the Association as part of the Corporate Records. Such written consents shall have the same effect as the unanimous vote of the members and may be stated as such in any certificate or document required or permitted to be filed with the Secretary of State, and in any certificate or document prepared or certified by an officer of the Association for any purpose.

ARTICLE V

Board of Directors: Selection: Term of Office

Sec. 1. Number. The affairs of this Association shall be governed by a Board of Directors as provided herein, in the Declaration, and in the Unit Ownership Act, and shall consist of a number, not less than three (3) nor more than nine (9), which number shall be fixed for the ensuing year by the members at the annual meeting. Each Director shall be a unit owner; or if a unit owner shall be a corporation, partnership or trust, then an officer, partner, beneficiary, or designee of such unit owner.

Sec. 2. Election and Term. The Directors shall be elected at the annual meeting. At the first annual meeting of the members, the term of office of one-third (1/3rd) of the Directors shall be fixed at three (3) years; the term of the office of one-third (1/3rd) of the Directors shall be fixed at two (2) years, and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to a term of three (3) years. The Directors shall hold office until their successors have been elected and qualified. If the number of Directors shall be increased, the terms of such additional Directors shall be fixed so that the terms of at least one-third (1/3rd) of the persons on the Board shall expire annually.

Sec. 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the

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event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Sec. 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in performance of his duties.

ARTICLE VI

Nomination and Election of Directors

Sec. 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Sec. 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, one (1) vote. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors

Sec. 1. Annual and Special Meetings. Annual Meetings of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President or a majority of the Board on three (3) days notice to each Director by mail or telegram.

Sec. 2. Quorum. A majority of the number of Directors shall constitute a quorum to the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Sec. 3. Restriction on Expenditure. Except as otherwise specified in the Declaration, the Board shall have no authority to approve or authorize any capital expenditure in access of Fifteen Hundred Dollars ($1,500) nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval of a majority of the members.

Sec. 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they would take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Sec. 5. Declarant's Reserved Rights. Notwithstanding any other provision of the Declaration or these By-Laws to the contrary, the said Declarant may direct, modify or veto any action of the Directors taken by vote until the earlier of the following: (a) one hundred twenty (120) days after the date by which fifteen (15) of the total units in all Phases of ROYAL OAKS as contemplated in the Declaration have been conveyed to unit purchasers, or (b) seven (7) years after the first conveyance to a unit purchaser. During the period of the Declarant's reserved rights a record of all votes of the Directors of the Association shall be forwarded to said Declarant within three (3) days of such vote, and no vote, unless directed by or approved by said Declarant, shall become effective until ten (10) days thereafter.

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ARTICLE VIII

Powers and Duties of the Board of Directors

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the Statutes of the State of Maine pertaining to non profit corporations, as amended from time to time, and may do all other acts and things provided from time to time by the Unit Ownership Act to be done by the Board of Directors or by the unit owners collectively except such acts or things as are by law, or by the Articles of Incorporation, or by these By-Laws, or by the Declaration directed to be exercised and done by the members.

Sec. 1. Powers. The powers of the Board of Directors shall include but not be limited to the following:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, or managing agent, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, and to establish a method of designation and removal of all such employees; and

(e) provide for the maintenance, repair and replacement of the common areas and facilities and for the payments therefor, including the method of approving payment vouchers.

Sec. 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every unit owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any of the interest of any unit owner for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the unit owner personally obligated to pay the same.

(d) issue, or to cause the appropriate officers to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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(e) Procure and maintain such liability and hazard insurance on property owned by the Association as the Declaration requires and as the Board of Directors may decide is necessary;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common areas and facilities (including the exterior of the units) to be maintained and repaired.

ARTICLE IX

Officers and Their Duties

Sec. 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President who shall at all times be members of the Board of Directors, a Secretary-Clerk, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Sec. 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Sec. 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Sec. 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Sec. 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary-Clerk. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Sec. 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Sec. 7. Multiple Offices. The offices of Secretary-Clerk and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Sec. 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Clerk

(c) The Secretary-Clerk shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members wherein resolutions shall be recorded; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board and as required or permitted by law.

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Treasurer

(d) The Treasurer shall receive and deposit in appropriate accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper financial records and books of account; if so directed by the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

Committees

The Directors may appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, and the Association shall make available to Unit owners, lenders, and the holders, insurers and guarantors of the first mortgage on any unit, current copies of the Declaration, By-Laws, or other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. The Association may make a reasonable charge for any such copies.

ARTICLE XII

Information of Record

Sec. 1. Title. Every unit owner shall promptly cause to be duly recorded in the Androscoggin County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Secretary-Clerk of the Board of Directors. The Secretary-Clerk shall maintain such information in the record of ownership of the Association.

Sec. 2. Mortgages. Any mortgagee of a unit may file a copy of his or its mortgage deed with the Secretary-Clerk of the Board of Directors who shall maintain such information in the record of ownership of the Association. After such filing of a copy of the mortgage deed, and upon request of the mortgagee, the Board of Directors shall be required: (a) to notify the mortgagee of any mortgagor named in the filed copy of the mortgage deed who is in default in the payment of monthly assessments or other amounts due the Association and the mortgagee at his or its option may pay the delinquent amounts, and (b) to send the mortgagee a copy of any notice to the mortgagor of default or violation of the Declaration, these By-Laws, or rules and regulations, or any proceedings by the Association relating thereto.

Sec. 3. Availability of Information. The Association shall, upon proper and reasonable request, make available to unit owners the record of ownership of the Association. The Association may charge a reasonable fee for this service.

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. Any assessments which are not paid when due shall be delinquent. If the assessment

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is not paid within thirty (30) days after the due date, the assessment 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.

ARTICLE XIV

Use and Occupancy Restrictions

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. 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.

Sec. 2. No unit owner shall permit the display, hanging, storing or use of any signs or any articles, whatsoever on the outside of his unit nor in any window or doorway other than such draperies, curtains or shades as may be permitted in accordance with any applicable rules and regulations which may be established by the Board of Directors. No unit owner shall permit the painting, decorating or other alteration or modification in any way of the outside of his unit, or the installation outside of his unit of any canopy, awning, covering, or structure or addition of any kind whatsoever without complying with Section 12 (Architectural Control) of the Declaration, nor shall any laundry be hung outside of a unit except in accordance with any rules and regulations of the Board of Directors.

Sec. 3. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in any applicable rules and regulations established by the Board of Directors. No articles of personal property belonging to any unit owner or occupant of a unit shall be stored in any portion of the common areas or facilities except in any storage area specifically designated for the respective unit owner by the Board of Directors or the managing agent, if any.

Sec. 4. No unit owner shall permit the overloading of the electrical wiring in the building or the operating of any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, any unreasonable disturbance or the making of any alterations to or connections with the heating or plumbing systems without the prior written consent of the Board of Directors.

ARTICLE XV

Liability of Officers

Sec. 1. No Director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Sec. 2. Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise

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by reason of his having been a Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE XVI

Corporate Seal

The Association may have a seal in circular form having within its circumference the words "ROYAL OAKS ASSOCIATION, INC.", and whatever other else the Board of Directors may direct.

ARTICLE XVII

Amendments

Seventy-five percent (75%) of the unit owners may at any time modify or amend these By-Laws, but no such amendment shall be contrary to the requirements of Title 33 Maine Revised Statutes § 576, as amended, provided, nevertheless, that Article IV, Sec. 6 and Article VII, Sec. 5 may not be amended without the express written consent of the Declarant. The Declarant may amend or restate these By-Laws at any time prior to the first conveyance to a unit purchaser.

ARTICLE XVIII

Other Provisions

Sec. 1. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and, except as to Article IV, Sec. 6, and Article VII, Sec. 5 of these By-Laws which shall be controlling, in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Sec. 2. As of the date of the filing of the Articles of Incorporation of the Association and without any requirement for any corporate action on its part, the Association shall assume, and duly perform, all terms, provisions, restrictions, covenants and agreements imposed upon it pursuant to the Declaration.

ANDROSCOGGIN SS.
RECEIVED MAY -7 1982
AT 4 H. 20 M. P. M.
and recorded from original