Summer Place

Exhibit A

BYLAWS
of
SUMMER PLACE ASSOCIATION

ARTICLE I. CREATION AND APPLICATION

Section 1.01 Creation.
This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as Summer Place located on Ocean Avenue, Portland, Maine as shown on a Plan dated March 14, 1995 by Pinkham and Greer, Consulting Engineers, Inc., recorded in the Cumberland County Registry of Deeds in Plan Book 195 Page 84 including easements, rights and appurtenances belong thereto (the "Property") to the Declaration of Covenants and Restrictions dated April 6 ,1995 as recorded or to be recorded in the Cumberland County Registry of Deeds (the "Declaration") . The name of the corporation is " Summer Place Association" (the "Association").

The term "Property" as used herein shall include lots 1 through 20 inclusive, together with common areas and road ways submitted to the declaration by Cottage Park, Inc., a Maine corporation (the "Grantor") including easements, rights and appurtenances belonging thereto and all other property intended for use in connection therewith submitted to or governed by the Declaration. The term "Lot" or "Lots" shall mean the single family residential lots now or hereafter composing the Property. Owner shall mean the owner of a Lot on the Property.

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

Section 1.04 Office.
The principal office of the Association shall be located at the Property.

ARTICLE II. PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes.

The purposes of the Association are to establish an association of Lot owners for the government, operation and maintenance of the Property under the Declaration; and

Section 2.2 Powers.
In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Non-Profit Corporation Act (the "Act") all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

A. Adopt and amend Bylaws and Rules and Regulations;

B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from owners;

C. Hire and terminate managers and other employees, agents, and independent contractors;

D. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more owners on matters affecting the Property (including without limitation the power to enforce the Declaration, the Plan and these Bylaws) and the Association shall be deemed to be the attorney in fact of each owner for such purposes;

E. Make contracts and incur liabilities;

F. Regulate the use, maintenance, repair, replacement and modification of the Property under common use and/or control, including without limitation the roads, pathways, ponds, recreational area, drainage systems etc.;

G. Cause additional improvements to be made as a part of the Property subject to the restrictions set forth herein;

H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property; Grant easements, leases and licenses for public utilities servicing or benefiting the Property through or over the premises owned by the Association or as provided by the Declaration or as now or hereafter duly granted to the Association by recorded instrument;

J. Impose and receive payments, fees, or charges for the use, rental, or operation of common facilities and easements located on the Property, including without limitation those shown on the Plan and/or as established under the Declaration;

K. Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

L. Impose reasonable charges for the preparation and recording of amendments to the Declaration or statements of unpaid common charges and assessments;

M. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

N. Exercise any other powers, rights and authority conferred by Declaration or Bylaws;

O. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act. The Board of Directors of the Association shall manage the Property and exercise such powers on behalf of the Association, subject to the terms of these Bylaws and the Declaration.

Section 2.3 Non-Profit Status.
The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership.
The members shall consist exclusively of all Owners of Lots and Units in the Property now or hereafter created in accordance with the Declaration. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of an Owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Lot accomplished in accordance with the Declaration, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Lot or the grant of a security interest not therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the date set by the Directors of the Association. The annual meeting and any special meetings shall be held at the principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.
Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of fifty percent (50%) or more in interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings.
A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of a proposed declaration or bylaw amendment, any budget charges and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each eligible mortgage holders if and as required by the Declaration:

A. By hand delivering it to him, or

B. By mailing it, postage prepaid, addressed to the member at the address of the Lot/Unit or any other address designated in writing by that member with the records of the Association. The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

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

Section 3.6 Order of Business. The order of business at all meetings of the members shall be generally as follows, if applicable:

A. Roll call.
B. Proof of notice of meeting or waiver of notice.
C. Reading of minutes of preceding meeting.
D. Reports of Officers.
E. Report of Board of Directors.
F. Report of committees.
G. Election of the Board of Directors.
H. Unfinished business.
I. New business.
J. Adjournment.

Section 3.7 Parliamentary Procedure.
At all meetings of the members or of the Board of Directors, Roberts' Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or Declaration as the case may be shall prevail.

Section 3.8 Quorum.
The presence at the beginning of any meeting of the Association, in person or by proxy of owners whose aggregate voting interest constitutes more than Forty percent (40%) of the total interest therein shall constitute a quorum for the transaction of all business.

20-40% 8

Section 3.9 Voting.
A. Any person, partnership, corporation, trust, or other legal entity or a combination thereof, owning any Lot (other than an interest held as security for an obligation) duly recorded in his or its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and either, in person or by proxy.

B. Multiple owners of a Lot shall be deemed one owner. If only one of the multiple owners of a Lot is present in person or by proxy at a meeting of the Association, he is entitled to cast all the vote allocated to that Lot. If more than one of the multiple owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that Lot unless any of the other owners of the Lot promptly protests to the person presiding over the meeting.

C. Each Lot shall have one vote in the Association.

D. Votes may be cast pursuant to a proxy duly executed by an owner. If a Lot is owned by more than one person, each owner may vote or register protest to

HOA Fee
$400 Oct
$125 per mth
$30,000

the casting of votes by the other owners of the Lot through a duly executed proxy. An owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person residing over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

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

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

F. Each Lot and each Unit shall have a single vote. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

Section 3.10 Adjournment.
Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.
Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of

the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications.

The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors appointed by the Grantor. Upon the sale of 15 of the 20 Lots (being all the Lots which Grantor may create) the Lot owner members shall elect three (3) directors, all of which shall have a term of one (1) year; such directors shall be the owner of a Lot, or if a Lot owner is a corporation, partnership, trust or estate, then a designated agent thereof. The number of directors may be changed by amendment to the Bylaws with the consent of 75% of the Lot owner members, each voting as a class.

Section 4.2 Election and Term of Office.

All directors shall be elected for a term of one year each. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of One (1) year; provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties.

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

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board of Directors shall be responsible for the following:

A. Election of the officers of the Association;

B. Management and administration of the Property, the Association's property and the common facilities, including the maintenance, repair and replacement thereof;

C. Determination and collection of assessments, and service charges from the owners and the regulation of its fiscal affairs;

D. Establishment of reserves for the maintenance, repair and replacement of common areas and facilities and for contingencies, including without limitation those reserves required by the Declaration.

E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Property, including without limitation the common areas, and to fix the terms of their engagement and their compensation and authority; and

F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.
The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies.
A vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the expiration of the Grantor Control Period shall be filled by vote of the members. Vacancies in the Board of Directors prior to the expiration of the term of a director caused by any other reason shall be filled by vote of the other directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by the members who elected the director. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final. Any director elected by the Grantor may be removed by the Grantor at any time, with or without cause.

Section 4.8 Compensation.
No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.
The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place; no further notice shall be necessary in order legally to constitute such meeting.
Section 4.10 Regular Meetings.

Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his Lot or Unit, or by telephone, at least Ten(10) days prior to the day named for such meeting.

Section 4.11 Special Meetings.
Special meetings of the Board of Directors may be called by the President on Ten (10) days' notice to each Director, given personally or by delivery to his Lot or Unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of Two (2) or more Directors.

Section 4.12 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum.
At all meetings of the Board of Directors, the presence of at least three directors at the beginning of a meeting, shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors,a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Unanimous Action.
Unless otherwise expressly provided by law, any action which maybe taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS.

Section 5.1 Designation.

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

Section 5.2 Election of Officers.
The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers. Upon a majority vote of the Board of Directors, any officer maybe removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President.
The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Board of Directors.

Section 5.5 Treasurer.
The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary.
The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor.
The members may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to Declaration.
The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI. FISCAL AFFAIRS AND ADMINISTRATION.
Section 6.1 Accounting.
Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within Ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. All financial records shall be available for examination by owners, mortgagees and their duly authorized agents and accountants at reasonable times.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within Thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member.

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

1) Management and administration expenses;
2) The cost of operation, repairs, maintenance, replacement, and improvements of common areas and facilities benefiting the Property;
3) The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;
4) The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common areas and facilities the

Association maintains, all to be held in a segregated fund in a Maine financial institution; and
5) Such other expenses of the Association as may approved by the Board of Directors including operating deficiencies, if any, for prior periods.

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

D. Each member shall pay his share of assessments without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, times a fraction equal to one divided by the number of all Lots subject to the Declaration which are members of the Association. Each member shall become liable to the Association, and a lien shall arise against his Lot and/or Unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common charges in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.

Section 6.3 Revised and Special Assessments.
If at any time the Board shall determine the amount of the common charges to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common charges shall be determined and paid on the basis of such revision.
The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each Lot and Unit unless approved by the members, which shall be due and payable when delivered to the members.

Section 6.4 Fiscal Year.
The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.5 Capital Improvements.

The approval of 2/3 of the members collectively, either directly or through the approval of the Board of Directors may determine, shall be required to make a capital improvement to the common facilities in an amount in excess of Thirty Five (35%) of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all owners as an assessment.

Section 6.6 Use. All Lots shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations.

Section 6.7 Enforcement of Declaration and Bylaws. Every owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such Lot, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Lot.

Section 6.8 Rules and Regulations.
In order to assist the peaceful and orderly use and enjoyment of the buildings and common facilities of the Property, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Property as it may deem necessary, including, but not limited to methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Lot and shall be binding upon all members of the Association and all persons present on the Property.

Section 6.9 Restrictions.
As an amendment to these Bylaws and subject to the Declaration(which shall control in event of any conflict), the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Lots and the use of common facilities designed to prevent unreasonable interference with the use and enjoyment of the Property.

Section 6.10 Title.
Every owner shall promptly record in the Cumberland County Registry of Deeds the deed, assignment, or other conveyance to him of his Lot or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.11 Insurance.

A. The Association shall maintain, to the extent reasonably available:

1) Property insurance on the common areas and facilities insuring against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall as near as is practicable to 100% of the replacement cost (unless the Board of Directors elect a higher level of coverage), exclusive of land, excavations, foundations and other items normally excluded from property policies, but with such deductible as determined by the Board of Directors but not to exceed the lesser of $10,000 or 1% of the policy face amount;

2) Comprehensive general liability insurance including bodily injury, property damage and medical payments insurance and for claims related to employment contracts to which the Association is a party, in an amount determined by the Board of Directors but at least $1,000,000.00 for any single occurrence covering all occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the common facilities and all other areas under the supervision or control of the Association;

3) Such other insurance as the Board of Directors of the Association may determine is appropriate. The Board of Directors shall require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than 3 months common charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association.

B. Insurance policies carried pursuant to Subsection (A) shall provide:

1) An owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common facilities or membership in the Association;

2) The insurer waives its right to subrogation under the policy against any owner or members of his household;

3) No act or omission by any insured will be a defense to recovery under the policy; and

4) If, at the time of a loss under the policy, there is other insurance in the name of an owner covering the same property covered by the Association's policy,

the Association's policy is primary insurance not contributing with the other insurance.

C. All insurance policies shall provide that the named insured is "Association of the Owners of Summer Place Association, for the use and benefit of the individual owners." Any loss covered by the property policy under subsection (A) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to the Association in trust for Lot owners, mortgagees and lien holders.

D. Lot owners shall not be prohibited from obtaining insurance for their own benefit; provided nonetheless that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Board of Directors shall not be affected or diminished by such additional insurance obtained by any owner.

F. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(i) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(ii) Eighty (80%) of the members vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense; funds to cover the deductible amount shall be included in the Association's reserve account budget.

In the event of a claim under any insurance maintained by the Association, the Board of Directors shall designate one or more persons to adjust the loss or otherwise negotiate with the insurer. It shall be the responsibility of each Lot owner to procure adequate insurance covering the buildings and improvements on his Lot.

ARTICLE VII. SALE OR OTHER TRANSFERS

Section 7.1 Binding Effect.

All subsequent sales, leases or other transfers of a Lot by an owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Association.

Section 7.2 Liability for Assessments, Etc.

In the transfer of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments and service charges, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the

amounts paid by the grantee therefor. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and service charges against the Lot, and the grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for any, assessments, and service charges arising before the statement date in excess of the amount therein set forth.

ARTICLE VIII. EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally.

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

ARTICLE IX. GENERAL ADMINISTRATION.

Section 9.1 Easements, Etc.

The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services and utilities to the Property owned by the Association and under the roads and reserved easements as shown on the Plans pursuant to the Declaration as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the common facilities, the Lots or for the preservation of the health, safety, convenience and welfare of the owners of the individual Lots upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Lot without the written consent of the owners thereof except as provided in the Declaration or reserved in the deed for such Lot and that no such easement shall materially impair the use and enjoyment of the Property.

Section 9.2 Utility Services.

The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Lot or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the

common facilities or from any sewer, drain, ditch, pond, stream, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Lot for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Lot or in any of the common facilities. No set-off, diminution or abatement of assessments for common expenses or service charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common facilities or to any Lot, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X. LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation.

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

Section 10.2 Indemnification.

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

ARTICLE XI. BYLAWS.

Section 11.1 Amendment.

These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Seventy Five percent (75%) or more of the members of the Association at a meeting duly called for the purpose. PROVIDED, HOWEVER,

that these Bylaws shall always contain those particulars which are required by the Declaration.

Section 11.2 Conflict.
In the event of any conflict between these Bylaws and the provisions of the Declaration, the latter shall govern and apply.

Summer Place

Exhibit B

DESIGN REVIEW

I. STATEMENT OF INTENT

The design review approval process for Summer Place is intended to among other things:

A. Preserve the beauty, integrity and value of the Summer Place home site including improvements thereon and the Summer Place neighborhood;

B. Assure the City of Portland, and members of the Summer Place Association that each home and accessory structure shall be constructed according to the guidelines, standards and intention of Summer Place as set forth herein ;

C. Require any dwelling or accessory, erected, placed, improved, or altered on any lot to obtain the prior written approval of the Summer Place Design Review Board before any construction is commenced. The Board shall consider such factors as the location of a structure, the style of architecture, the type of materials, the quality of materials and any other factor necessary to effectuate the intent of the Design Review Process .

II. PROCESS FOR REVIEW

A Submission Requirements

1. A written statement attached to a copy of this document signed by the designer of the project for which approval is requested stating; said designer has read, understood and is in compliance with the standards set forth herein and that said designer has visited and is familiar with the site in at least the winter and one other season of the year;

2. Plans shall be prepared by an individual having previous experience in the preparation of plans for the construction of single family residences including specifically in the Shingle, Cottage, or Bungalow styles.

3. Site plan or plans :scale = 1"=10', 20', 30' or 40' with the following at minimum :

a. Locations and/or footprints of all buildings, driveways, walks, utilities, fencing, walls for retaining soil any other "hardscaping" or site amenities ;

b. Limits of clearing, thinning and areas to be disturbed from their existing condition.

c. Landscape plan with description or legend of materials including sizes.

d. Exterior lighting plan showing the direction and range of lighting.

4. Floor plans : scale 1/8" or 1/4" = 1'-0'

5. Elevations: Scale 1/8" or 1/4" = 1'-0" including a minimum of all materials and three dimensional effects not apparent.

6. Submit color samples for all materials except clear glass and wood materials left natural or treated with a clear finish.

7. Complete specifications listing all materials, products, performance standards, and process, including time tables for the start to completion of the proposed project.

B. The decision by the Design Review Board shall be made within 14 days of receipt of a complete application.

C. Waiver Process:
If for reason of hardships as defined by the Zoning Ordinance of the City of Portland, as amended, the applicant is unable to comply with one or more of the submission standards; the applicant may request a waiver of the specific submission standard(s). The Design Review Board will consider the request and determine in its sole discretion if the waiver will be granted.

III. SITE STANDARDS

A. The street orientation within Summer Place should not be the predominate issue when siting the main structure. The designer must demonstrate the siting rational by at least one of the following criteria:

1. Solar gain

2. View of:
a. Open space between other homes on or off site; or

b. On site features such as trees or water; or

c. On site planned features such as garden areas.

3. Avoidance of:

a. Other homes; or

b. Off site features developed or undeveloped that may require screening now or later if developed.

B. Fencing - Other than the fencing provided by the Grantor, the following shall be strictly followed:

1. No fencing shall be taller than six feet.

2. No fencing taller than four feet shall be permitted in continuous or joined sections longer than thirty feet unless on Summer Place boundaries.

3. All fencing must be wood or wooden in appearance. Chainlink, woven or wire fences shall not be permitted , white painted picket is preferred.

4. Fencing of any type shall not delineate property bounds but, rather, should be designed to provide privacy and/or interest to the land or home.

5. All fencing must be installed "good-side out" when within twenty feet of any property line.

6. No fence shall diminish the water view from the dwelling of another site.

E. Landscaping and Exterior Lighting

1. All areas disturbed by construction shall be either replanted to their natural state or landscaped.

2. Planting for screens is preferred to fencing.

3. Exterior lighting shall be designed to be primarily contained within the site, directed up or down in a vertical or near vertical direction. No fixture shall be located more than 5' above grade unless attached to the structure it is intended to light.

4. Christmas or other seasonal lights shall be unrestricted provided they are not in place longer than 90 consecutive days.

IV. ARCHITECTURAL STANDARDS

A. Size: The dwelling unit shall be at least 1200 ft2 of enclosed heated living space exclusive of garages, porches. No dwelling unit larger than 3200 ft2 shall be permitted including all enclosed, habitable heated living space completely above grade.

B. Height: In general the height limitation shall conform to the standards established by the City of Portland as amended and no single wall of any structure shall be taller than 20' except if the wall is broken by a design detail or element including but not limited to bays, bows, balconies, bumps, bands, recesses, roofs, overhangs whether angular, arched or curved.

C. Setbacks: The setback standards for all structures except landscaping shall be not less than the following;

Front yard (two sides for corner lots)	15'
Side yard (lot to lot)	5'
Side yard (lot to Summer Place boundary)	20'
Rear yard (all areas)	15'
Existing Dwellings	16'

D. Paving and Driveways: The street entrance to garage(s) shall be oriented in such a way that hard surfaces are minimized. Driveways shall be paved. The use of stonedust, loose stones (1-1/2" max) and/or chipseal are encouraged, but not required. Black top areas shall not extend from the garage door to the street uninterrupted. Black top walks are prohibited except as a base for brick or some other cover surface.

E. Recreational Items: Recreational items including without limitation, boats, pools, outside games, swing sets, permitted trailers, etc., shall not be visually prominent from the road or from the interior of adjacent homes. Mature plant screening may be required to minimize visual impact.

F. Foundation Walls: Foundation walls should be covered if more than 18" above finish grade.

G. Siding: Exterior siding shall be wood, brick or stone or a combination thereof. Painting and staining of siding shall be limited to white, light shades of off white, gray, gray-blue, or gray-green or as may be approved by the Design Review Board. Exterior doors, windows, and trim shall be solid colors only, in harmony with the siding and only as may be approved by the Design Review Board.

H. Roofs: Roofs shall be predominantly sloped. Main roofs shall be at least 8:12 pitch, minor roofs and porches shall be at least 4:12 or flat pitch. Roofing materials shall be darker in color than the siding unless natural slate, cedar or copper is used.

I. Fenestration Ratio: Building openings shall he in scale with the wall in which such opening is located or slightly larger than scale and well proportioned with the building. The dwelling unit, including all attached unheated areas shall have an average fenestration (all openings) to vertical wall ratio of at least 15% and not more that 25%.

J. Chimneys: Each building shall have at least one chimney or chimney like structure above the roof. Said structure need not be masonry.

K. Porches and Verandas: Each building except garages must have at least one covered porch or veranda providing shelter to a door. The porch and cover must be at least 2-1/2 times the width of the door and not less than 6' wide and 4' deep. Covers and porches are encouraged at most doors. Garage doors need not be covered. Arched openings for all garage doors are required toward the street its driveway meets. Radii for single or multiple arch openings shall be equal to or less than 1-1/2 times the width of the door.

L. Overview: These guidelines, standards and restrictions are intended to assure unity of form, and quality of design and construction for cottage, bungalow or shingle style buildings. Although these standards may be employed in other building types, (such as Garrison, Colonial, or Cape) only cottage, bungalow, or shingle type will be permitted in their classic, neoclassic, and in very innovative examples, post modern forms.

M. Building Permits. Applications presented to the City for building permits must include:

1. This exhibit;
2. The site plan; with
3. Approval and signatures by the Design Review Board of the Summer Place Association and Ric Weinschenk (or their assignee as approved by the Summer Place Association board of directors and the planning board of the City of Portland.)

Seen, understood and agreed.

_____ _____

Lot owner date

_____ _____

Designer date

Sumerrev.sam

RECEIVED
RECORDED REGISTRY OF DEED
95 APR -7 PM 2:50
CUMBERLAND COUNTY
John B O'Brien