DECLARATION OF CONDOMINIUM

MINERAL SPRINGS, A CONDOMINIUM
77 Blackstrap Road, Cumberland, Maine

ARTICLE 1
SUBMISSION

Section 1.1. Submission of Property. B.R. Property, LLC, a Maine limited liability company with a place of business in Yarmouth, Maine ("Declarant"), owner in fee simple of the land described in Exhibit A annexed hereto, located within the Town of Cumberland, Cumberland County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereto belonging (the "Property") to the provisions of Chapter 31, Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act" or "Act") and hereby creates with respect to the Property a condominium, to be known as "Mineral Springs, a Condominium" (the "Condominium"). The Property is also shown on the following plat and plans: (i) the plan recorded on September 18, 2024, in the Cumberland County Registry of Deeds in Plan Book 224, Page 356, identified as follows: "Mineral Springs Subdivision, Property Address: 77 Blackstrap Road, Cumberland, Maine, Subdivision Plan" dated September 18 ; and the plan recorded on November 20, 2024, in the Cumberland County Registry of Deeds in Plan Book 224, Page 448, identified as follows: "Mineral Springs Subdivision, Property Address: 77 Blackstrap Road, Cumberland, Maine, Amended Subdivision Plan" dated November 19, 2024 as the same may be further amended (collectively the "Subdivision Plan").

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be "Mineral Springs, a Condominium." The address of the Condominium is 77 Blackstrap Road, Cumberland, Maine 04021. The name of the unit owners association is the "Mineral Springs Condo Association" (the "Association") and its address is 39 Nubbin Reach, Yarmouth, Maine 04096.

Section 1.3. Description of the Condominium Development. Initially, the Condominium consists of the Land in the attached Exhibit A and consisting of seventy-two (72) units, which are identified on the Subdivision Plan as Units 1-72.

ARTICLE 2
DEFINITIONS

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

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

(a) "Additional Units" means the Units, if any, which may be added by the Declarant to the Condominium in accordance with Article 10 of this Declaration.
(b) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.
(c) "Association" means the Homeowners Association of the Condominium, which is known as the Mineral Springs Condo Association.
(d) "Buildings" (or in the singular, a "Building") means any residential, service or recreational structure or other improvement now or hereafter constructed on the Property.
(e) "Built Units" means constructed Units for which a certificate of occupancy has been issued by the Town of Cumberland.
(f) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.
(g) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described in either the Condominium Act as being Common Elements or described herein as being Common Elements. Common Elements includes those items defined in the Town of Cumberland Land Subdivision Ordinance as "Private Common Use Improvements" and any reference in said ordinance to Private Common Use Improvements shall mean Common Elements for purposes of this Declaration and the Association.
(h) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.
(i) "Condominium" means the Condominium described in Section 1.1 above.
(j) "Condominium Documents" means the Declaration, Subdivision Plan, Bylaws and Rules and Regulations.
(k) "Declarant" means B.R. Property, LLC. a Maine limited liability company, its successors and assigns.
(l) "Declaration" means this document, as the same may be amended from time to time.
(m) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property form the Condominium.
(n) *Omitted.*
(o) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage, Such

notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(p) "Executive Board" means the Executive Board of the Association. The terms executive Board and Board of Directors shall be interchangeable.

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

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

(s) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(t) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of a Unit. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(u) "Limited Common Expenses" means: (i) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit(s) to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (ii) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act.

(v) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium or provide maintenance services.

(w) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(x) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

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

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

(aa) "Private Common Use Improvements," as used in the Town of Cumberland Land Subdivision Ordinance, shall, for the purposes of this Declaration and associated Condominium Documents, have the same meaning as Common Elements.

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

(cc) "Reserved Common Element" means a portion of the Common Elements immediately surrounding a Unit that is licensed to a Unit owner as a Reserved Common Element.

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

(ee) "Section" means one or more residential Buildings developed at or around the same time pursuant to the Development Rights and Special Declarant Rights set forth in Article 10 hereof.

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

(gg) "Special Declarant Rights" means those rights defined in Section 1601-103(25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easements through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

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

(ii) "Un-built Units" means declared Units that are not built, or that are not completed, and for which a certificate of occupancy from the Town of Cumberland has not been issued. Once a certificate of occupancy has been issued, such Unit shall be treated as a Built Unit.

(jj) "Yard" means a portion of the Common Elements immediately surrounding a Unit that is licensed to a Unit owner as a Reserved Common Element.

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

ARTICLE 3
UNIT BOUNDARIES

Section 3.1. Units. Seventy-Two (72) residential condominium units consisting of one (1) Unit buildings, are hereby created and declared under this Declaration on the Land designated on the Subdivision Plan. The Land designated on the Subdivision Plan is more particularly described on the attached Exhibit A. Attached as Exhibit B hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit, based upon the completion of the seventy-two (72) Units created hereby.

Section 3.2. Unit Boundaries. The boundary lines of each Unit are as shown on the Subdivision Plan and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) For condominium buildings containing one (1) unit, the entire building and appurtenances thereto shall be the extent of the Unit's Boundaries, as follows:

such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

(a) Grounds. The land, lawns, trees, any forested areas, signage, parking spaces as identified on the Subdivision Plan, common mailboxes, any common facilities as shown on the Subdivision Plan.

(b) Systems & Utilities. Electric distribution to each unit meter, water distribution to each unit master valve, storm and unit drainage system, water lines servicing more than one unit (in foundation, basement, and exterior walls), electrical wiring from meter and serving more than one unit (in foundation and exterior walls).

(c) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean all wires, ducts, pipes, drains or other fixtures serving only one Unit. Those portions of the Limited Common Elements serving only a single Unit are Limited Common Elements allocated only to the Unit that they serve. Limited Common Elements that service less than all Units but more than one Unit shall be allocated equally to the serviced Units.

Section 4.3. Locations of Common and Limited Common Elements. Except for the Limited Common Elements described in Section 4.2 above, the locations of the Common Elements and Limited Common Elements are shown on the Subdivision Plan.

Section 4.4. Reserved Common Elements. Each Unit Owner shall be granted a license from the Association to exclusive use of space adjacent to his Unit as yard space (a "Yard"). The Executive Board shall have the power in its discretion to define the boundaries of the Yard area and grant a revocable license to an Owner to use the Yard (a "Yard License Agreement"), subject to the Rules and Regulations established by the Association. Such license is revocable by the Association during the Unit Owner's ownership of the Unit only in the event of default of the license agreement for such Yard. Such designation of a licensed Yard area by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

Section 4.5. Location of Reserved Common Elements. The locations of the Reserved Common Elements for each Unit are shown on the recorded Subdivision Plan. A building envelope is shown in each Reserved Common Element for each Unit. The Unit must be built within the

1) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the exterior surface of the roof of the Unit; and (ii) Lower Boundary: the horizontal plane of the lower of (a) the lower surface of the concrete subfloor slab or (b) the lower surface of the poured concrete foundation.

2) The vertical (perimeter) boundaries of each Unit shall be the exterior surface of the outside walls of the Building bounding each Unit.

3) Boundary lines shall also be the outside surface of the exterior structures and fixtures attached to the Unit or enclosing the Unit and separating it from the Common Elements, including the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds, shutters, awnings, window boxes, front and rear steps and railings, balconies, porches, decks, patios, sun rooms and dormers, including all finish materials.

(b) For avoidance of doubt, as to all buildings with one (1) unit, all internal structures contained within and external structures attached to the building are included in the Unit, including, without limitation, roofing framing and covering, chimneys and flues, wall framing, insulation, sheathing, clapboards, studs, joists, load bearing portions of the building, attic structural elements, foundation walls, all floor slabs, garage slab floors, and interior foundation drains.

(c) Each Unit's identifying number is shown on the Subdivision Plan and on Exhibit B.

(d) The exact location of vertical unit boundaries of each Unit will be established at the time of construction or initial conveyance of each Unit, whichever is earlier to occur, and shall be set forth on an individual Unit plan to be recorded on or before the initial conveyance of each Unit. Exhibit C attached hereto contains a listing of plan book and page references of each of the Unit plans recorded for the Units that have been conveyed to purchasers as of the date hereof. Exhibit C shall be amended as each additional unit is initially sold to incorporate the book and page references of each Unit Plan showing the location of the vertical and horizontal unit boundaries of each unit constructed and sold.

ARTICLE 4
DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, pond, basketball court, trail and playground for common use, all wires, pipes, ducts, foundation drains, electrical wiring and conduits, public and private utility lines (other than those which are contained within the Unit and serve only that Unit), and any easements as set forth in Exhibit A for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence,

building envelope. The individual Plans are not recorded, but are a part of the Yard License Agreement, which shall be retained in the records of the Association.

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures or appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

ARTICLE 5
MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-1 07 of the Act, except as expressly set forth to the contrary herein.

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

Section 5.3. Maintenance and Inspection of Reserved Common Elements. Maintenance of the Reserved Common Elements licensed to the Units shall be the responsibility of the Association, with the cost thereof to be treated as a Common Expense. Notwithstanding the foregoing, the Unit Owner shall be responsible for maintenance of any portion of his Yard that is (a) designated as a private garden area by consent and approval of the Association, or (b) not reasonably accessible to the Association's maintenance equipment as a result of fencing or other structures installed by the Unit Owner.

Section 5.4. Maintenance and Inspection of Common Elements.

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

(b) The Association shall cause the regular inspection of Common Elements at intervals specified by the Town of Cumberland and at such other times as the Association deems appropriate.

Section 5.5. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit, private garden area and fenced Yard areas inaccessible to the Association's maintenance equipment, if any, including the building, grounds, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all property maintenance, redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit and portion of the Yard he is responsible to maintain. No unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. Each unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No unit Owner shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 5.6. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements and Reserved Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.5., but not performed by the unit Owner, including, without limitation, services of the Managing Agent requested by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

ARTICLE 6
ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

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

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

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

Section 6.3. Allocation of Owners' Voting Rights. Each owner of a Unit shall be entitled to vote as described in Exhibit B. if a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

ARTCLE 7
MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the obligation to employ a professional experienced property management firm to provide property maintenance services to individual Unit Owners at their request and/or to the Association, and the right to employ the same firm or another professional experienced property management firm to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration (either or both firms, a "Managing Agent"); provided, however, that no agreement for such professional services may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement(s) shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Section 7.2. Maintenance Responsibilities. A Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements but excluding any private garden areas or portions of Yards accessible only to the Unit Owner as a result of fencing or other structures. The cost of the provision of such services shall be a Common Expense. The Managing Agent performing property maintenance services shall be required by contract to make itself available to provide services for individual Unit Owners upon request for any maintenance responsibilities of the

individual Unit Owner, in the Yard or Unit, to be payable through the Association by assessment upon the Unit Owner receiving such services.

ARTICLE 8
EASEMENTS

Section 8.1. Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements (including Reserved Common Elements) shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer system components and drain lines, drainage ditches and telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements: Notwithstanding the foregoing provisions of this Section 8.1(b), any such easement through a Unit shall be located either in or substantially in the same location as such facilities or similar facilities existed at the time of first conveyance of a Unit and license of a Yard by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit and Yard by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall

have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation of the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements (including Yards) not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.l(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements and Reserved Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements and Reserved Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements and Reserved Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, and Property (including, but not limited to the Limited Common Elements and Property and Reserved Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements and Yards) shall be and hereby are made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication

wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(h) To the extent necessary, every Unit shall have an easement for structural support over the Common Elements, and every Unit and the Common Elements shall be subject to an easement for structural support in favor of every Unit. The Units, Reserved Common Elements and the Limited Common Elements are hereby made subject to the following easements:

1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units, Reserved Common Elements and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units, Reserved Common Elements or Limited Common Elements, or any of them, or casualties to the Common Elements and Property, the Limited Common Elements and Property, the Reserved Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(h)(1) and the following Section 8.1(h)(2) or both;

2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements, and which pass across or through a portion of one or more Units or Reserved Common Elements.

(i) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(j) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 8.2. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or

easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.3. Additional Easements, Covenants, Restrictions, DEP Order. The Property is also subject to any easements and restrictions set forth on the attached Exhibit A and as shown on the Subdivision Plan and the Site Plan, and is further subject to the following:

(a) Subdivision Plan. Terms and conditions of the Subdivision Plan; and

(b) Town Approvals. Terms and conditions of any related subdivision or site plan permits or approvals granted by the Town of Cumberland (the "Town"), as evidenced by said Subdivision Plan (collectively, the "Town Approvals"), whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the Cumberland County Registry of Deeds.

ARTICLE 9
RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

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

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

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way except that fences around Yards may be permitted by the Association, in accordance with its applicable Rules and Regulations. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

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

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

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

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium and any pets kept in violation of this Declaration or the Rules and Regulations may be removed from the Condominium by the Association. Additionally, the Board may specifically regulate or exclude from the Condominium particular breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet. Notwithstanding any of the foregoing, and in accordance with the terms and conditions of the DEP Order referenced herein above, cats may be kept as pets at the Condominium only as indoor pets; therefore any cat kept as a pet by any Owner is strictly prohibited from all outdoor Common Element areas of the Condominium.

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

(h) Alterations to Units. Except as otherwise provided herein, approval by a majority vote of the Executive Board of the Association is required for: (i) alteration, remodeling or renovation of the exterior of any Unit. Executive Board approval shall not be required for interior alterations of any Unit or interior renovations that do not affect the structural integrity of any Common Elements. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the Town of Cumberland, engage insured contractors to perform the services, and otherwise comply with all Rules of Regulations of the Association.

(i) Yards. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and maintenance of Yards.

(j) Porch Additions. If the record owner(s) of the subject Unit affirmatively elects, with the approval of the Board of Directors of the Association based on each Owner's compliance with the standards set forth hereinafter and municipal approval as may be required by the Town of Cumberland, all to be evidenced by a recorded instrument duly executed and acknowledged, the unit Owner may create a porch attached to the rear side of a unit in the area as shown on the Subdivision Plan as a patio or deck by enclosing such patio or deck. A porch, once added in accordance with the provisions of this Declaration, shall be part of the Unit and shall be insured and maintained at the sole expense of the Unit Owner as a part of the Unit. The exercise of such right is subject to the following limitations, compliance with which shall be approved by the Board of Directors of the Association in their discretion prior to construction:

1) The porches shall be of first quality, permanent construction and not impair the structural integrity, mechanical systems or support of the buildings or Common Elements;

2) The porches shall be compatible with the architectural design and quality of construction of the Condominium and existing buildings; and

3) The porches may be built only in the locations of the patio or deck area, except as may be approved by the Association and the Town of Cumberland. The porches shall strictly comply with all fire, building codes and other governmental requirements.

The Association may require a bond or other assurances of compliance with the foregoing standards. At all times after such election each unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property and Common Elements; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on to other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building and Common Elements, if any.

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

Section 9.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accouterments normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no rental program offered to the Owners by Declarant, Managing Agent or any third parties. Subject to the approval of the Executive Board, an Owner other than the Declarant may rent his or her Unit in accordance with a written lease agreement. The Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his or her Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration and all other Condominium Documents, including without limitation the enforcement rights reserved to the Executive Board pursuant to Section 12.3 herein.

(c) This Section .9.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Section 9.3. Time Share Ownership Prohibited. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

ARTICLE 10
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

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

(a) Until the construction,' marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium and any and all other Development Rights as are ow allowed or in the future may be allowed by the Condominium Act. No land may be withdrawn from the Condominium if a Unit has been legally located on such land unless the Owner and any Eligible Mortgage Holder of the Unit have consented. No easement rights may be withdrawn in connection with such withdrawn land across any existing Unit unless the Owner and any Eligible Mortgage Holder of the Unit have consented. Once such land and associated easements have been withdrawn, they shall no longer be subject to the terms of this Declaration or any of the covenants and restrictions set forth herein. Any withdrawal of land must be structured so that the balance of the Condominium complies with applicable zoning and subdivision ordinance requirements of the Town of Cumberland. Declarant reserves the right to withdraw portions of said land at different times and in separate portions with boundaries other than those depicted on the Subdivision Plan and in such order as it deems appropriate, provided, however, that land may only be withdrawn in accordance with applicable federal, state, and municipal laws, regulations, and ordinances. Declarant further reserves the right to create easements as it deems necessary over Common Areas of the Condominium benefiting such withdrawn land. Otherwise no consent of the Association, any Unit owners or the Association is required. Once such land has been withdrawn it shall be released from all terms, covenants and restrictions set forth in this Declaration, and it may be developed and used in any manner permitted by the Town of Cumberland Zoning and Land use Ordinances as they may vary; and

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

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.1.

Set the location of the vertical unit boundaries of each Unit at the time of construction of the foundation of the Unit or at time of initial conveyance of the Unit, whichever is earlier, and subject to approval by the Town of Cumberland in the event that the location is materially different than shown on the recorded Subdivision Plan. Location of vertical unit boundaries shall be set forth' in individual unit plans to be recorded at the time of initial conveyance of each Unit.

The Declarant reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to this Declaration, to amend Exhibit C to reference additional Unit plans as such Unit plans are recorded and to prepare and record amendments to the Subdivision Plan to show the location of Units as constructed.

Section 10.2. Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Subdivision Plan or record an affidavit that the Subdivision Plan previously recorded conforms to the requirements of the Act. Said amendment shall become effective upon recording without the consent of any other person.

Section 10.3. Amendment, Waiver, Etc. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The rights and benefits of Article 10 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

Section 10.4. Other Declarant Amendments. The Declarant further reserves the right, without seeking consents of Unit Owners or Eligible Mortgagees, to prepare, execute and record amendments to the Declaration and the Subdivision Plan to correct technical errors, to address requirements of approval of the Town of Cumberland or any other governmental authority having jurisdiction over the Condominium, or as may be reasonably required for the Declarant to be able to obtain underwriting approval for secondary mortgage market financing on the Units, provided that no such amendment shall have a material adverse effect upon the use or enjoyment of any Unit, other than a Unit owned by the Declarant.

ARTICLE 11
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

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

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

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

ARTICLE 12
EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The Executive Board shall consist of a minimum of three (3) members and a maximum of nine (9) members. The initial Executive Board shall consist of three (3) members consisting of David Chase, Anne Chase and Christopher Chase. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of all of the Units that may be created hereunder to Owners other than the Declarant, as such percentage is calculated in accordance with Section 1603-103(f) of the Act or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant (the "Period of Declarant Control"), all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

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

Section 12.2. Disputes.

(a) Regarding Owners, Condominium, and Condominium Documents. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of

interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then applicable unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principles of law and equity.

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

ARTICLE 13
LIMITATION OF LIABILITY

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

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any

other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

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

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

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

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

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

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

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

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

ARTICLE 14
ASSESSMENTS; LIABILITIES OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements, Limited Common Elements and Reserved Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments or Reserved Common Element Area license fee or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, to cover any deductible amount for insurance policies maintained by the Association, and to provide sufficient funds to meet the Association's anticipated expenses for one year after the date on which the management of the Association is to be turned over to the owners pursuant to Section 12.1 (b). The reserve fund shall be funded as a part of the Common Expenses.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with Section 1603-115(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed

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

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

Section 14.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in Exhibit B hereto and the budget established by the Association in accordance with the Bylaws. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Un- built Units owned by the Declarant, the Declarant in its discretion may elect either: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the reasonable value of services actually received by Declarant as part of the Common Expenses or Limited Common Expenses for such year, as may be reasonably determined by the Declarant; or (b) offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 14.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion

of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

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

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

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

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

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

ARTICLE 15
RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which

constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Subdivision Plan and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders.

(a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions, except where such change may be affected by the Declarant in exercise of a Development Right or otherwise:

1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
3) The merger or consolidation of the Condominium with another condominium;
4) The conveyance or subjection to a security interest of any portion of the Common Elements;
5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;
7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

Section 15.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue

prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 15.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 15.5. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 16
INSURANCE

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

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of $10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be "Mineral Springs Condo Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the

Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, Limited Common Elements and Reserved Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least $1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of Section 16.1 and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

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

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

(e) If at any time it is determined that all or any part of the improvements on the Property are located within a special flood hazard area, a master or blanket policy of flood insurance covering the any portion of the improvements comprising any Common Elements, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding the Units and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of $5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

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

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

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

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

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

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

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

Section 16.6. Unit Owner to Obtain Insurance on Unit.

(a) Each Unit Owner shall maintain at its own expense and to the extent reasonably available (i) property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, in each case complying with the applicable requirements of this Section 16.6. The amount of such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Unit and any improvements to the Unit, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may contain a "deductible" provision in an amount not to exceed the lesser of $10,000 or one percent (1%) of the policy face amount. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Unit, their successors and assigns; and. (ii) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.6(b) hereof, insuring the Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Unit, Yard and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying a claim of the Association because of the negligent acts of the Owner or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from use of the Unit, Yard, water damage liability, liability for property of others, and such other risks as are customarily covered in such policies. The amount of such liability insurance shall be at least $500,000.00 for bodily injury and property damage for any single occurrence.

(b) With respect to the insurance policies described in subsection 16.6(a) issued to the Unit Owner, the Unit Owner shall cause such policies to provide that: (1) The insurer waives its right to subrogation under the policy against the Association and the Declarant; (2) No act or omission by the Association or Declarant will void such policies or be a condition to recovery under' such policies or prejudice the coverage under such policies in any way; (3) If at the time of a loss under such policies there is other insurance in the name of the Association or Declarant covering the same risk covered by the policy, the Owner's policy provides primary insurance; (4) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the Association or Declarant; (5) The insurer shall be relieved from no liability for loss occurring because of any breach of warranty or condition or any other act or neglect by the Association, the Declarant or any person under either of them; (6) Such policy may not be cancelled nor may coverage

thereunder be substantially changed except by the insurer giving at least thirty (30) days prior written notice thereof to Owner and every other party in interest who shall have requested such notice of the insurer.

(c) Each Unit Owner is required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

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

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

ARTICLE 17
AMENDMENT OF DECLARATION

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

(a) voting rights;
(b) assessments, assessment liens, or subordination of assessment liens;
(c) reserves for maintenance, repair and replacement of Common Elements, or rights to their use;
(d) responsibility for maintenance and repairs;
(e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
(f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical or horizontal unit boundaries as may be approved by the Town of Cumberland;
(g) convertibility of any Units into Common Elements or Common Elements into Units;
(h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
(i) insurance or fidelity bonds;
(j) leasing of Units;
(k) imposition of any restrictions on an Owners' right to sell or transfer his or her Unit;
(l) a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;

(m)restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
(n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
(o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

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

ARTICLE 18
TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 19
ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 19 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 20
GENERAL PROVISIONS

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

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions

shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

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

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

Section 21.5. Effective Date. This Declaration shall become effective when it and the Subdivision Plan has been recorded.

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

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

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

ARTICLE 21
INSPECTION BY TOWN, COMPLIANCE REGARDING COMMON FACILITIES

Section 22.1. Association Records. Pursuant to the Town of Cumberland (the "Town") Subdivision Ordinance, request by the Town Code Enforcement Officer, Plumbing Inspector, or Town Engineer, the Association shall produce for inspection and copying at Cumberland Town Hall, or permit the inspection and copying at its own office of, any or all of its corporate, financial, operating, inspection, and maintenance records, reports, contracts, budgets and other papers, for the purposes of determining its performance of any compliance with the requirements of the Declaration and the Town of Cumberland Zoning Ordinance.

Section 22.2. Private Common Use Improvements. Pursuant to the Common Facilities Ordinance, the Code Enforcement Officer, the Plumbing Inspector, or his authorized representative, or the Town Engineer, and other duly authorized employees of the Town bearing proper credentials or identification, shall be permitted to enter at all reasonable times, upon all real or personal property necessary to the operation of the private common use improvements, for inspection, observation, measurement, sampling, and testing related to the operation, maintenance, and repair of the private Common Use Improvements.

Section 22.3. Compliance with Common Facilities Ordinance, Enforcement. The Private Common Use Improvements of the Condominium shall be maintained by the Association in

compliance with the Town's Common Facilities Ordinance. In the event that the Declarant, the Association, or any Owner of the Condominium shall violate the terms of this Declaration adopted pursuant to the Town's Common Facilities Ordinance, such violation shall be deemed a violation of such Common Facilities Ordinance and in addition to any other remedies available to any party under this Declaration, the Town of Cumberland shall have all powers of enforcement with respect to such violation in accordance with Part L of the Common Facilities Ordinance.

Section 22.4. Funding of Common Expense Account. In accordance with Part (C) of the Common Facilities Ordinance, at the time that the control of the Association is turned over by the Declarant to the Owners in accordance with Section 12.1 of this Declaration, the Association shall be provided with sufficient funds to meet the Association's anticipated Common Expenses for a period of one (1) year following the date of such turnover of the Association control.

Section 22.5. Completion of Certain Improvements by Association. The development was approved by the Town of Cumberland on the condition that the Declarant (1) provide the Town of Cumberland with a recorded subdivision plan within 90 days of Planning Board Approval; (2) obtain an "Ability to Serve Letter" from Portland Water District; (3) obtain the required SLODA Permit from MDEP; and (4) obtain blasting permit from the Town of Cumberland Code Enforcement Officer. In the event the Declarant fails to make these improvements prior to the end of the Declarant Control Period then the Association shall satisfy these requirements at its expense.

[Declaration of Condominium – Signature Page Follows]

IN WITNESS WHEREOF, the Declarant, B.R. Property, LLC, and the Association, Mineral Springs Condo Association, have caused this Declaration to be signed in their respective names by David Chase, in his capacity as Member of B.R. Property, LLC, and in his capacity as President of Mineral Springs Condo Association, thereunto duly authorized, this 13 day of the month of May, 2025.

SIGNED, SEALED AND DELIVERED
In the presence of:

_____
Witness

B.R. Property, LLC

By: _____
Name: David Chase
Its: Member

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. May 13, 2025

Then personally appeared the above-named David Chase, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said company.

Before me,

_____
Notary Public/Attorney at Law
Print Name: William H. Berns (10272)
Commission Expiration: _____

EXHIBIT A

Condominium Parcel
Mineral Springs, A Condominium
77 Blackstrap Road, Cumberland, Maine

A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland and State of Maine, being more particularly described as follows:

Parcel I: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning on the southerly side of the Old County Road leading by the Methodist Meeting House, at a point distant northeasterly thereon one hundred one (101) feet from the Cemetery fence;

Thence southeasterly, on a line parallel with and distant northeasterly one hundred (100) feet from said Cemetery fence, seven hundred sixty-two (762) feet, more or less, to land formerly owned by Daniel Marston;

Thence northeasterly, by said Marston land, three hundred seventy-one (371) feet, more or less to land formerly owned by Abbie P. Leavitt;

Thence northwesterly, by said Leavitt land, eight hundred fifty-eight (858) feet, more or less, to a stone monument on the southerly side line of said Old County Road;

Thence southwesterly by said road, three hundred thirty-six (336) feet, more or less, to the point of beginning; containing six and three-tenths (6.3) acres, more or less.

Said premises are a part of the same conveyed to Henry M. Wilson and Willis R. Wilson by Ines E. Hicks et al by deed dated March 4, 1935 and recorded in the Cumberland County Registry of Deeds in Book 1464, Page 266, and are conveyed subject to any rights of way which may now exist in an old woods road across the southerly end thereof.

Parcel II: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, lying in lot numbered forty, beginning at the south corner of said lot; being more particularly described as follows:

Thence North forty-four (44) degrees West by the range road, forty (40) rods to a stake;

Thence North sixty-nine (69) degrees East, fifty (50) rods to a stake;

Thence North seventy-three and one-half (73 ½) degrees East, twenty-two (22) rods to a stake;

Thence South sixty-four and one half (64 ½) degrees East, eleven (11) rods to Dennis Doughty's land;

Thence South forty-six (46) degrees West by said Doughty's land, sixty-eight and three-fourths (68 ¾) rods more or less to the first bounds mentioned. Containing ten (10) acres and one hundred thirteen (113) square rods, more or less.

Excepting that portion of the premises conveyed by deed of Cumberland Sand and Gravel Company, Inc. to Maine Turnpike Authority dated November 29, 1954 recorded in said Registry in Book 2209, Page 319.

Parcel III: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, lying on the easterly side of the Blackstrap Road, and being more particularly described as follows:

Beginning at the southwest corner of land of Durward W. Safford on the line of said road;

Thence running easterly on said Safford line ot an iron stake and land of one Leavitt;

Thence running southerly on the line of said Leavitt land to an iron stake and said Leavitt land;

Thence running westerly on the line of land of said Leavitt to the road aforesaid;

Thence running northerly on the line of the road to the place of beginning.

Excepting that portion of the premises conveyed by deed of Cumberland Sand and Gravel Company, Inc. to Antonio Mancini and Pauline Mancini dated June 3, 1966 and recorded in said Registry of Deeds in Book 2973, Page 140.

Further excepting that portion of the premises conveyed by deed of Alton R. Russell and Hilda W. Russell to Maine Turnpike Authority dated January 26, 1954 and recorded in Book 2166, Page 439.

Parcel IV: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, located on the southerly side of the Old Portland Road, so-called, which leads from Gray Road Inn, so-called, over Blackstrap to Portland, and more particularly described as follows:

Beginning at a point in the southerly sideline of said road, at the northwest corner of land now or formerly of Abbie P. Leavit and also the northeast corner of land of one Willis Wilson;

Thence in a general southeasterly direction along the line of said Wilson land to a stake and land of said Leavitt;

Thence northeasterly and parallel with the said road one hundred forty (140) feet to a stake and land of said Leavitt;

Thence northeasterly and parallel to the first mentioned line, to a stake in the southerly side line of said road one hundred forty (140) feet to first bound and place of beginning, said lot containing one acre, more or less.

Parcel V: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine being in Lot Number 40 in said town, bounded and described as follows:

Beginning at an iron stake set in the ground on the dividing line of land now or formerly of Abbie Leavitt in West Cumberland, and the land of Willis Wilson, said stake being three hundred fifty (350) feet more or less southeast of the southeasterly side line of Blackstrap Road;

Thence continuing along the dividing line of said land of Abbie Leavitt and said Wilson property, in a southeasterly direction four hundred seventy-five (475) feet more or less to an iron stake;

Thence northwesterly, maintaining a distance of approximately four hundred seventy-five (475) feet from the said Wilson property, a distance of four hundred seventy-five (475) feet more or less to an iron set in the ground;

Thence southwesterly four hundred seventy-five (475) feet more or less to the point of beginning.

Parcel VI: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, and more particularly described as follows:

Beginning at a point which is two hundred seventy-five (275) feet, more or less, South forty-four degrees (44°) East from a point on the southeasterly side line of the Old County Road leading by the Methodist Meeting House in said town, which point on said road is forty-six (46) rods more or less, northerly from the northerly side line of the Range Road, so called, and now is, or formerly was, marked by a pine tree and which point of beginning is marked by an iron stake near the corner of a boundary fence and is the southwesterly corner of land conveyed by Abbie Leavitt to Linwood C. Morrill hereinafter identified;

Thence from said point of beginning northeasterly in a line by said fence and through iron stakes set in the ground, said stakes marking the southeasterly line of the land of the said Abbie Leavitt and lands conveyed by said Abbie Leavitt to Linwood C. Morrill, Ervin L. Morrill and John P. Breiel, forty-six (46) rods more or less to a stake set in the ground on the line of land now or formerly of Levi Clough, which stake is two hundred eleven and three-tenths (211.3) feet more or less southerly from said County Road;

Thence South forty-four degrees (44°) East to a point, which point is sixty-seven (67) rods ten (10) links more or less from said County Road;

Thence southwesterly along the Right of Way road, so called (leading from the Range Road otherwise known as the Shawtown Road), to wit, by the northerly line of land conveyed by the said Abbie Leavitt to Ruth Wood and continuing by the northerly line of land now or formerly of Cumberland Sand & Gravel Co., Inc., formerly of one Charles L. Shaw, to a point and iron stake where the westerly line of said land of Abbie Leavitt intersects the line of said land of Cumberland Sand & Gravel Co., Inc., which point and stake is in a course South forty-four degrees (44°) East of the point of beginning and fifty-two (52) rods from said County Road;

Thence North forty-four degrees (44°) West along said Abbie Leavitt's westerly line to the point of beginning;

Meaning and intending to convey all the land acquired by the said Abbie Leavitt from Shirley H. Mann by deed dated July 10, 1934 and recorded in Cumberland County Registry of Deeds in Book 1443, Page 466 with the exception of the parcels conveyed by Abbie P. Leavitt as follows: to John P. Breiel by deed dated March 29, 1940 and recorded in said Registry in Book 1603, Page 486; to Ervin L. Morrill by deed dated March 18, 1946 and recorded in said Regisry in Book 1812, Page 160; to Linwood C. Morrill by deed dated May 26, 1951 and recorded in said Registry in Book 2054, Page 315; to Ruth Wood by deed dated October 5, 1950 and recorded in said Registry in Book 2021, Page 3, and with the further exception of the land southerly of said County Road lying between said land sold to Ervin L. Morrill and said land sold to said Linwood C. Morrill, retained by the said Abbie Leavitt;

And further conveying a right of way from the land hereby conveyed to the said County Road, said right of way being fifty (50) feet in width and running along the northerly side line of land now or formerly of Abbie Leavitt and southwesterly of said land conveyed to Ervin L. Morrill for use by the grantee, its successors and assigns, in common with others, for ingress and egress to the above granted premises to and from said County Road; the land hereby conveyed including the land heretofore conveyed by deed dated December 11, 1947 and recorded in said Registry in Book 1897, Page 246.

Excepting from the above describe premises the property conveyed by Cumberland Sand & Gravel Co., Inc. to Maine Turnpike Authority by deed dated November 29, 1954 and recorded in said Registry of Deeds in Book 2209, Page 319.

Further excepting that portion of the premises described in the Maine Turnpike Authority Notice of Taking dated March 15, 1954 and recorded in Book 2172, Page 101.

Excepting that portion of the premises conveyed by deed of Cumberland Sand and Gravel Company, Inc. to Antonio Mancini and Pauline Mancini dated June 3, 1966 and recorded in said Registry of Deeds in Book 2973, Page 140.

Parcel VII: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, and more particularly described as follows:

Beginning at a point approximately nine hundred (900) feet northeasterly of the Range Road, which point is the northerly corner of land sold by Abbie P. Leavitt to Linwood Morrill by deed dated May 26, 1951, and recorded in Cumberland County Registry of Deeds in Book 2054, Page 315;

Thence southeasterly by said Linwood Morrill land two hundred seventy-five (275) feet more or less to a stake on the land conveyed by said Abbie P. Leavitt to the Cumberland Sand & Gravel Co., Inc., by deed dated November 24, 1952, and recorded in said Registry in Book 2115, Page 168;

Thence northeasterly by said Cumberland Sand & Gravel Co., Inc., land two hundred eighteen (218) feet more or less to the southerly corner of land conveyed by said Abbie P. Leavitt to Ervin L. Morrill by deed dated March 18, 1946, and recorded in said Registry in Book 1812, Page 160;

Thence northwesterly by said Ervin L. Morrill land to said Old County Road;

Thence southwesterly two hundred eighteen (218) feet more or less by said southerly side line of said Old County Road to the point of beginning.

Excepting therefrom a certain right of way conveyed to said Cumberland Sand & Gravel Co., Inc., by said deed of November 24, 1952.

Parcel VIII: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, and more particularly described as follows:

Beginning at a point in the northeasterly sideline of the Range Road, so-called (now marked "Dead End"), distant southeasterly fifteen (15) feet from the West Cumberland Methodist Cemetery fence, extending northeasterly in a straight line, to land conveyed by Henry M. Wilson and Willis E. Wilson to W.H. Hinman Co.;

Thence southeasterly, by said Hinman Co. land, to land now or formerly of Cumberland Sand & Gravel Co., formerly of one Shaw;

Thence southwesterly, by said land of Cumberland Sand & Gravel Co., to the northeasterly side line of said Range Road;

Thence southeasterly, by said Hinman Co. land, to land now or formerly of Cumberland Sand & Gravel Co., formerly of one Shaw;

Thence northwesterly, by said road, to the point of beginning.

Parcel IX: A certain lot or parcel of land, with the buildings and improvements thereon, situated in the Town of Cumberland, County of Cumberland and State of Maine, and more particularly bounded and described as follows:

Lying on the generally easterly side of the right-of-way road, in said Cumberland, which road leads northerly from the Shawtown Road, in said Cumberland, a road running from the Blackstrap Road, so called, to the Portland Gray Road, said lot being bounded westerly by the right-of-way Road, northerly by land now or formerly of one Wilson, easterly by Wilson's land , and southerly by land now or formerly of one Shaw.

Excepting from the above described land so much thereof as was taken over by and conveyed to the Maine Turnpike Authority by deed dated January 26, 1954 and recorded in said Registry of Deeds in Book 2161, Page 395.

Covenant Runing with the Land: Grantee, its successors and assigns, covenant and agree, by acceptance of this deed, that the premises conveyed herein shall not be used for the production of concrete or hot-mix asphalt. Any excavation of earthen materials from this site shall remain on this site. Grantor agrees to allow the Grantee, its successors and assigns, the ability to utilize the Property for onsite storage and crushing of "off-site originated" rock and other materials, including off-site originated concrete or hot-mix waste products for recycling, and shall allow for the sale (retail or wholesale) and distribution of such waste products or aggregate. These restrictions shall run with the land, shall inure to the benefit of Grantor, its successors and assigns and shall be binding upon the Grantee, its successors and assigns.

Easements: The premises are conveyed subject to: (a) the Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company as set forth in an instrument from Cumberland Sand & Gravel Co., Inc. dated February 27, 1963 and recorded in said Registry of Deeds in Book 3016, Page 626; (b) Rights and easements granted to Cumberland County Power and Light Company as set forth in an instrument by Charles L. Shaw dated October 27, 1916 and recorded in Book 979, Page 241. (Parcel II); (c) Rights and easements granted to New England Telephone and Telegraph Company and Central Maine Power Company as set forth in an instrument dated February 23, 1951 and recorded in Book 2037, Page 256. (Parcel V); (d) Rights and easements granted to Central Maine Power Company as set forth in an instrument form Cumberland Sand & Gravel Co., Inc. dated September 22, 1952 and recorded in Book 2106, Page 233; (e) Agreement by and among the Town of Cumberland, the State of Maine Department of Transportation, Shaw Brothers Construction, Inc., and Blue Rock Industries dated June 28, 1995 and recorded in Book 12013, Page 43; (f) Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company as set forth in an instrument by Alton R. and Hilda W. Russell dated February 3, 1955 and recorded in Book 2238, Page 8; (g) Rights and easements granted to New England Telephone and Telegraph Company and Central Maine Power Company as set forth in an instrument by Abbie P. Leavitt dated February 23, 1951 and recorded in Book 2037, Page 254. (Parcels IV, VI, VIII, and IX); (h) Rights and easements granted to Cumberland County Power and Light Company as set forth in an instrument by Lorinda Mountfort dated October 26, 1916 and recorded in Book 980, Page 151; and (i) rights and easements, as may exist, as set forth in an instrument from Henry M. Wilson to W. H. Hinman, Inc. dated September 8, 1958 and recorded in Book 2453, Page 149 (Parcel I).

EXHIBIT B
DECLARATION OF CONDOMINIUM
MINERAL SPRINGS, A CONDOMINIUM, CUMBERLAND, MAINE
PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE LIABILITY

Unit No.	Unit Percentage Interest*	Vote
1	1.38%	1
2	1.38%	1
3	1.38%	1
4	1.38%	1
5	1.38%	1
6	1.38%	1
7	1.38%	1
8	1.38%	1
9	1.38%	1
10	1.38%	1
11	1.38%	1
12	1.38%	1
13	1.38%	1
14	1.38%	1
15	1.38%	1
16	1.38%	1
17	1.38%	1
18	1.38%	1
19	1.38%	1
20	1.38%	1
21	1.38%	1
22	1.38%	1
23	1.38%	1
24	1.38%	1
25	1.38%	1
26	1.38%	1
27	1.38%	1
28	1.38%	1
29	1.38%	1
30	1.38%	1
31	1.38%	1
32	1.38%	1
33	1.38%	1
34	1.38%	1
35	1.38%	1
36	1.38%	1

Unit No.	Unit Percentage Interest*	Vote
37	1.38%	1
38	1.38%	1
39	1.38%	1
40	1.38%	1
41	1.38%	1
42	1.38%	1
43	1.38%	1
44	1.38%	1
45	1.38%	1
46	1.38%	1
47	1.38%	1
48	1.38%	1
49	1.38%	1
50	1.38%	1
51	1.38%	1
52	1.38%	1
53	1.38%	1
54	1.38%	1
55	1.38%	1
56	1.38%	1
57	1.38%	1
58	1.38%	1
59	1.38%	1
60	1.38%	1
61	1.38%	1
62	1.38%	1
63	1.38%	1
64	1.38%	1
65	1.38%	1
66	1.38%	1
67	1.38%	1
68	1.38%	1
69	1.38%	1
70	1.38%	1
71	1.38%	1
72	1.38%	1

*A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units.

EXHIBIT B-1
TO
DECLARATION OF MINERAL SPRINGS, A CONDOMINIUM

The following table contains a listing of the Unit Plans for each of the Units that have been constructed and sold. Each Unit Plan sets forth the actual location of the Vertical and Horizontal Unit Boundaries of the Unit, as required by the Act and as set forth in Section 3.2 (f) of this Declaration. As additional Units are sold and additional Unit Plans are recorded, the Declarant shall record an amendment to this Declaration amending this Exhibit C to incorporate by reference the recording information of each additional Unit Plan. The Unit Plans for sold and constructed Units as of the date of the recording of this Exhibit Care as follows:

Unit Number	Plan Book and Page of Recorded Unit Plan

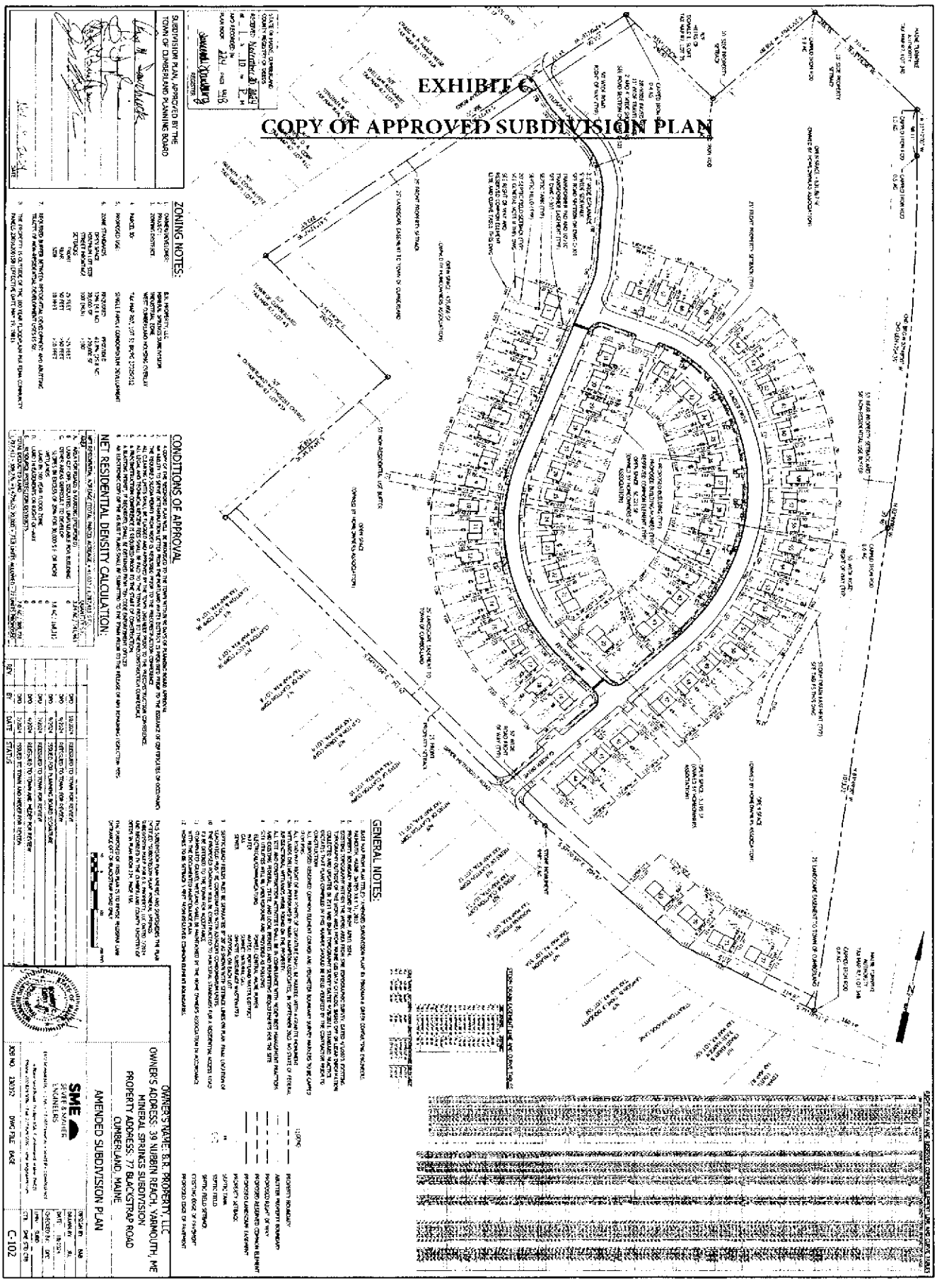

EXHIBIT C
COPY OF APPROVED SUBDIVISION PLAN
SUBDIVISION PLAN, APPROVED BY THE TOWN OF CUMBERLAND PLANNING BOARD
ZONING NOTES:
CONDITIONS OF APPROVAL
NET RESIDENTIAL DENSITY CALCULATION:
GENERAL NOTES:
OWNER'S NAME: B.R. PROPERTY, LLC
OWNER'S ADDRESS: 38 NUBBIN REACH, YARMOUTH, ME
MINERAL SPRINGS SUBDIVISION
PROPERTY ADDRESS: 77 BLACKSTRAP ROAD
CUMBERLAND, MAINE
AMENDED SUBDIVISION PLAN
SME
SURVEY & MAPPING ENGINEERS
C-102

EXHIBIT D
DECLARATION OF AFFORDABLE HOUSING COVENANTS

TOWN OF CUMBERLAND
Affordable Housing Agreement and
Declaration of Covenants, Conditions, Restrictions

This Affordable Housing Agreement and Declaration of Covenants, Conditions, and Restrictions (the "**Declaration**") is entered into by and between the **TOWN OF CUMBERLAND,** a municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 (the "**Town**") and **B.R. PROPERTY, LLC,** a Maine limited liability company with a mailing address of 39 Nubbin Reach, Yarmouth, ME 04096 (the "**Developer**").

WITNESETH

WHEREAS, the Town has enacted the West Cumberland Housing Overlay District (Town of Cumberland Code of Ordinances § 315-28.1) to "encourage the development of affordable housing units by assisting developers in making the provision of these units economically viable, while providing assurances to the Town that these units will maintain a high degree of quality and will remain affordable to the target population over a reasonable period of time"; and

WHEREAS, the Developer is the owner in fee simple of certain real property located at 77 Blackstrap Road in Cumberland, which is more particularly defined as Map R7, Lot 53 of the Tax Maps of the Town of Cumberland and is more particularly described in **Exhibit A** (the "**Property**"); and

WHEREAS, the Developer intends to construct seventy-two (72) single-family homes on the Property, all of which will be units within a single condominium to be named, "Mineral Springs, A Condominium" (the "**Development**"); and

WHEREAS, the Development was approved by the Town of Cumberland Planning Board on _____, which said approved development plan was recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page _____ (the "**Plan**"); and

WHEREAS, the Town intends to accept, own and maintain the roads depicted on the Plan as public roads upon completion of the Condominium; and

WHEREAS, the Development was approved by the Planning Board on the condition that fifty percent (50%) of the total number of units in the Development be made affordable for those making up to 120% of Area Median Income, as defined herein ("**Affordable Housing Units**"); and

WHEREAS, the Developer has designated thirty-six (36) single-family homes within the Development as "**Affordable Housing Units**," being the Units more particularly described in **Exhibit B**, as more particularly shown on the Plan; and

WHEREAS, a condition of approval of the Plan was that the Town and Developer execute and record this Declaration prior to the issuance of the certificate of occupancy for any unit of housing shown on the Plan; and

WHEREAS, in order to fulfil these conditions of approval and the purpose of the West Cumberland Housing Overlay District, the Developer hereby agrees to place certain restrictions on the sale and sale price of the Affordable Housing Units on the terms and conditions hereinafter provided, and in accordance with Maine law, including but not limited to 33 M.R.S. § 121, *et seq*.

NOW THEREFORE, in consideration of the mutual undertaking set forth herein, the Town and the Developer hereby agree as follows:

1. **Parties' Intent**. The terms and conditions contained in this Declaration have been freely and voluntarily accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Developer and the Town set forth herein to create and preserve access to decent and affordable housing and home ownership opportunities for residents of the Town of Cumberland. It is the express understanding and intent of the parties that the terms and conditions of this Declaration will enhance the marketability of the Property by making the Property affordable to moderate-income families who, without such provisions, would be unable to afford property within the Town of Cumberland.

2. **Term**. The term of this Declaration shall be for a period beginning on the date that it is recorded in the Cumberland County Registry of Deeds (the "**Effective Date**") and ending on the date that is **thirty (30) years** from the Effective Date, after which time this Declaration shall automatically expire and the covenants and restrictions set forth herein shall be deemed satisfied and released.

3. **Enforceability of Covenants**. The covenants and restrictions set forth herein are intended to be and shall be considered covenants that run with the Property described in **Exhibit A** and shall bind all subsequent owners and holders of any interest in said real estate, including the owners of any individual Affordable Housing Unit therein, and the Mineral Springs Condo Association. The Town or its designee may enforce the covenants set forth herein as a contract beneficiary. The covenants of the Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by the Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of any loan, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law, or an action of a governmental agency that prevents the Town from enforcing the covenants.

4. **Transfer to Qualified Buyer**. Except as set forth herein, the Developer may only sell, transfer, or otherwise dispose of an Affordable Housing Unit to a Qualified Buyer, as that term is defined herein. Any purported sale, transfer, or other disposition to any other person or entity done without following the procedures set forth below, or in violation of the price limitations set forth herein, shall be **null and void**. For purposes of this Declaration, the term "**Qualified Buyer**" means a person or household with a gross income not exceeding 120% of the HUD Greater Portland Metropolitan Statistical Area median income figures ("**AMI**") for a household of the size as calculated by the Town and which person or household must intend to and in fact occupy the Affordable Housing Unit as their primary residence. If the Developer, in good faith, markets an Affordable Housing Unit continuously for a period of not less than One Hundred Eighty (180) days without receiving a reasonable offer to sell such Affordable Housing Unit, then Developer may contain such Affordable Housing Unit to an otherwise qualified buyer who is a person or household

with a gross income not exceeding 140% of the AMI. Affordable Housing Units may not be rented out by the Developer, or a Qualified Buyer, for short or long-term periods during the term of this Declaration.

5. **Construction and Duration**. The covenants and restrictions contained herein shall run with the Property and shall continue until the expiration of the Term established in Section 2 above. Developer covenants and agrees for themselves and their heirs, personal representatives and assigns that the rights and restrictions contained herein shall be for the benefit of the Town, its successors and assigns, and shall be binding on all future purchasers of an Affordable Housing Unit in the Development. Developer and the Town agree and intend that this Declaration and the covenants contained herein are to be interpreted as "Affordable Housing Covenants" as defined by 33 M.R.S. § 121.

6. **Exempted Transfers**. Notwithstanding anything to the contrary contained herein, the terms of this Declaration shall not apply to the following types of transfers of an Affordable Housing Unit:

A. Transfers by the Developer to a mortgagee in lieu of foreclosure;

B. Transfers by a mortgagee immediately following a transfer to such mortgagee by deed in lieu of foreclosure;

C. Transfers by a mortgagee of Developer pursuant to and as a result of a foreclosure judgment and sale;

D. Transfers by a mortgagee immediately following a transfer to such mortgagee as a result of a foreclosure; or

E. Transfers by the transferee of any transfer described in subsection C above which results from a mortgage servicing relationship between a servicing lender and a governmental entity serving as a secondary market mortgage purchaser;

F. Transfer pursuant to a valid divorce decree; and

G. Transfer resulting from the death of one or more owner(s) of an Affordable Housing Unit by operation of law or pursuant to the express terms of any will.

provided, however, that this Declaration shall apply in full to all subsequent transfers of the Affordable Housing Unit not described in subsections A through G of this Section, and any such subsequent transferees shall own the Affordable Housing Unit as an "Owner" subject in all respects to all of the terms and conditions of this Declaration. The provisions in this paragraph shall apply in the same manner to all subsequent holders of mortgages on the Property.

7. **Violation**. In the event of any violation of this Declaration by the Developer or its heirs, successors, or assigns, including but not limited to any owner/prospective seller of an Affordable Housing Unit, the Town or its designee shall be entitled to exercise any of its rights under this Declaration and applicable law, maintain an action in law or in equity to recover damages incurred by the Town from such failure, including but not limited to reasonable attorney's fees and costs, and to require the Developer or prospective seller, through injunctive relief or specific

performance, to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein.

8. **Indemnification.** The Developer shall indemnify and hold the Town and its agents, officers and employees harmless from and against any and all claims, demands, liability, loss, cost, or expenses, including but not limited to attorney's fees and other costs of litigation incurred by the Town arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the Town to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the Town. Under no circumstances shall the provision of indemnification under this Declaration be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Town under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this Section shall survive the term of this Declaration indefinitely.

9. **Amendments.** This Declaration may only be amended or modified, in whole or in party, by written agreement of the Developer and the Town clearly express the intent to modify the Declaration.

10. **Severability.** The validity of any clause, part, or provision of this Declaration, shall not affect the validity of the remaining parts thereof.

11. **Successors and Assigns.** This Declaration shall be binding upon the Developer's respective heirs, personal representatives, executors, administrators, transferees, successors, and assigns, and shall inure to the benefit of and shall be enforceable by the Town, its successors, transferees, and assigns. The Developer shall reference this Declaration in any deed, condominium declaration, or other conveyance documents that conveys all or part of the Development.

12. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine, without regard to any contrary conflict of laws provisions.

13. **Additional Documents.** The Developer shall execute such other documents the Town reasonable deems necessary in order to effectuate the intent and purpose of this Declaration.

14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States Mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer, its heirs and assigns, or the Town at their respective addresses as set forth above, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided.

15. **Integration.** This Declaration completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Declaration.

16. **Waiver.** Notwithstanding anything contained herein, failure of the Town to complain of any act or omission on the part of Developer, or its heirs, successors, or assigns, no matter how long the same may continue, shall not be deemed to be a waiver by the Town of any of under this Declaration.