Cheshire Meadows Condominium Owners Association

By Laws / Rules and Regulations

June 2008

Email Address : cmcoaboard @ yahoo.com

FIRST AMENDMENT TO DECLARATION
OF CHESHIRE MEADOWS CONDOMINIUM

THIS AMENDMENT, made this 11th day of May, 1987, by C.M Corporation ("Declarant"), the Declarant of Cheshire Meadows Condominium ("Condominium"), a Condominium dated December 30, 1986 and recorded in the York County Registry of Deeds in Book 4139, Page 106 (the "Declaration").

W I T N E S S E T H :

WHEREAS, the Declarant wishes to amend the Declaration in accordance with the provisions of the Declaration and the Maine Condominium Act,

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Pursuant to the exercise of development rights reserved in Article 4 of the Declaration, there are hereby created ten additional units, said units being numbered 10-19. Schedule C of said Declaration, the Cheshire Meadows Condominium Plat, is hereby amended in order to identify the location of said units. Said amended Schedule C is to be recorded in the York County Registry of Deeds herewith and made a part hereof by reference. Schedule D of said Declaration, the Cheshire Meadows Condominium Plans, are hereby amended in order to accurately depict the revised unit boundaries described in Paragraph 5 hereof. Additionally, reference is made to an affidavit by the Declarant, attached hereto as Appendix A.

2. Schedule B of said Declaration is hereby deleted and the attached Schedule B is substituted therefor.

3. Schedule E of said Declaration is hereby deleted and the attached Schedule E is substituted therefor.

4. The limited common elements appurtenant to each of the units hereby created are as designated in Section 3.1 of the Declaration.

5. Section 2.3 (a) (2) of the Declaration of Cheshire Meadows Condominium is hereby amended to describe the lower boundaries of Units 10-19 as follows:

   As to Units 10-19, the lower boundary of the unit shall be the horizontal plane of the top surface of the undecorated basement floor.

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6. Any and all references to "Chesire Meadows" are replaced with "Cheshire Meadows".

IN WITNESS WHEREOF, the Declarant has caused this amendment to be executed this 11th day of May, 1987.

C.M. CORPORATION
DECLARANT

Alan S. Nelson

By: Elliot Levine
Its President

STATE OF MAINE
CUMBERLAND, ss.

May 11, 1987

Personally appeared the above-named Elliot Levine, President of C.M. Corporation, and acknowledged the foregoing Amendment to be his free act and deed, and the free act and deed of said C.M. Corporation in said capacity.

Before me,

Alan S. Nelson
Attorney at Law
ALAN S. NELSON

ID #470F

APPENDIX A

AFFIDAVIT BY DECLARANT

I, Elliot Levine, of Kennebunk, County of York, and State of Maine, being duly sworn do hereby depose and state as follows:

1. My name is Elliot Levine. I am the President of C.M. Corporation Declarant of Cheshire Meadows Condominium under the Cheshire Meadows Condominium Declaration dated December 30, 1986 and recorded in the York County Registry of Deeds at Book 4139, Page 106 ("Declaration").

2. The purpose of the First Amendment to the Declaration, dated of even date herewith and to be recorded in said Registry of Deeds, is to exercise development rights by creating ten (10) additional condominium units and appurtenant limited common elements to the Cheshire Meadows Condominium and by reallocating the allocation of undivided interest in common elements among all created units.

3. The Cheshire Meadows Condominium Plans by Dow & Coulombe, Inc., ("Floor Plans") recorded in said Registry of Deeds as part of the Declaration, conform to the requirements of 33 M.R.S.A. Sections 1602-109 (a), (b) and (c) with regards to the development rights exercised by the recording of this Amendment, to the extent not modified by the revised plans recorded herewith.

4. I swear that these statements are true and correct and made on the basis of my personal knowledge.

Dated: 5/11, 1987

C.M. CORPORATION

By: _____
Elliot Levine
Its President

STATE OF MAINE
CUMBERLAND, ss.

May 11, 1987

Before me appeared the above-named Elliot Levine, President of C.M. Corporation, and made oath that the statements made in this Affidavit by Declarant are true to the best of his knowledge and belief.

Before me,

_____
Attorney at Law
ALAN D. NELSON

ID#470F

SCHEDULE B

CHESHIRE MEADOWS CONDOMINIUM DECLARATION

UNIT NUMBER	COMMON ELEMENT INTEREST	VOTE
1	5.26%	1
2	5.26%	1
3	5.26%	1
4	5.26%	1
5	5.26%	1
6	5.26%	1
7	5.26%	1
8	5.26%	1
9	5.26%	1
10	5.26%	1
11	5.26%	1
12	5.26%	1
13	5.26%	1
14	5.26%	1
15	5.26%	1
16	5.26%	1
17	5.26%	1
18	5.26%	1
19	5.26%	1

ID #470F

(Cheshire Meadows Phase 1A)

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in the Town of Kennebunk, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod driven into the ground on the northeasterly sideline of Summer Street at the westerly corner of lot #2 as shown on a "Plan of the Landing at Kennebunk for R. C. & E. W. Lawmen and H.P.P., Inc." dated March 7, 1983 made by Morton & Rose Engineering and recorded at the YCRD in Plan Book 123, Page 38; thence North 25°-13'-15" East, partly by said lot #2 and partly by lot #3 as shown on said plan, 516.48 feet to the southeasterly corner of Phase 1B as shown on a plan entitled "Cheshire Meadows Condominium Plat Schedule 'C' Kennebunk-Maine" dated December 22, 1986 last revised February 22, 1988 made by Dow & Coulombe, Inc.; thence by said Phase 1B by the following three (3) courses and distances, North 62°-53'-30" West, a distance of 132.53 feet; thence South 27°-06'-30" West, a distance of 100.00 feet; thence North 62°-53'-30" West, a distance of 137.00 feet to an iron rod driven into the ground at the easterly corner of land described in a deed to Bertha Helen Fleming dated October 17, 1966 and recorded at said Registry, in Book 1742, Page 389; thence by said land, now or formerly, of Fleming and by the remains of a barbed wire fence by the following three (3) courses and distances; South 23°-34'-45" West, a distance of 42.33 feet; thence South 27°-06'-30" West, a distance of 124.68 feet; thence South 28°-20' West, a distance of 137.99 feet to an iron rod driven into the ground at the northwesterly corner of land of Andrew D. Keenan et al (said land being the remaining portion of land described in a deed dated September 18, 1980 and recorded in said Registry Book 2702, Page 281); thence South 61°-40' East, by said land, now or formerly, of Keenan, 233.42 feet to an iron rod driven into the ground;

Continued

thence South 25°-13'-15" West, by said land, now or formerly, of Keenan, 115.24 feet to an iron rod driven into the ground and said northeasterly sideline of Summer Street; thence South 72°-59'-30" East, by said northeasterly sideline of Summer Street, 50.52 feet to the point of beginning, containing 2.38 acres.

The apparent road line of Summer Street was used in this description.

The above courses are magnetic and of the year 1985.

The above described parcel is conveyed subject to the right of New England Telephone & Telegraph Company to construct and maintain a line of poles and wires over said parcel. Said easement being 10 feet wide and described in a deed recorded in said Registry, Book 758, Page 38.

Schedule E-2

(Phase 1B) Cheshire Meadows

A certain lot or parcel of land, together with the building and improvements thereon situated northeasterly of, but not adjacent to, Summer Street situated in the Town of Kennebunk, County of York and State of Maine, bounded and described as follows:

Beginning, at the easterly corner of land described in a deed to Bertha Helen Fleming dated October 17, 1966 and recorded in the YCRD, Book 1742, Page 389; thence North 85°-34' West, by said land of Fleming and partly by land of Elwyn J. Smilie, as described in a deed recorded in said YCRD, Book 1129, Page 388, a distance of 245.70 feet; thence by remaining land of this grantor by the following three (3) courses and distances, North 6°-40-45" East, a distance of 61.62; thence North 70°-50'-45" East, a distance of 106.74 feet; thence North 7°-32'-30" East, a distance of 82.78 feet to the southwesterly corner of Phase 1C as shown on a plan entitled "Cheshire Meadows Condominium Plot Schedule 'C' Kennebunk-Maine" dated December 22, 1986 revised May 1, 1987 made by Dow & Coulombe, Inc.; thence by said Phase 1C by the following two (2) courses and distances, South 88° 41'-45" East, a distance of 225. feet; thence North 50° 28'-30" East, a distance of 139.77 feet to an iron pipe found driven into the ground; thence South 46 33'-30" East, by land, now or formerly, of James P. Nadeau as described in a deed dated February 16, 1956 and recorded in said YCRD, Book 1347, Page 71, a distance of 216.36 feet to an iron pipe found driven into the ground; thence South 25° 13'-15" West, by land described in a deed to Robert C. and Estelle W. Wellman and H.P.P. INC. recorded in said YCRD, Book 3704, Page 152, a distance of 183.63 feet to the easterly corner of Phase 1I as shown on said plan; thence by said Phase 1A by the following three (3) courses and distances, North 62°-53'-30" West, a distance of 132.53 feet; thence South 27° 06'-30" West, a distance of 100.00 feet; thence Nort 62°-53'-30" West, a distance of 137.00 feet to the point of beginning. Containing 2.58 acres.

The above parcel is conveyed subject to the right of New England Telephone and Telegraph Company to construct and maintain a line of poles and wires over said parcel. Said easement being 10. feet wide and described in deed recorded in said YCRD, Book 758, Page 38.

Being a portion of the land described in a deed to this grantor from Andrew D. Keenan et al dated December 30, 1985 and recorded in said YCRD, Book 3725, Page 328 and a portion of the land described in a deed to this grantor from David W. Emmons et al dated January 10, 1986 and recorded in said YCRD, Book 3735, Page 69.

Together with the benefit of a certain easement for surface water and sub-surface water drainage system granted to C.H. Corporation by The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 340.

Together with the benefit of three (3) certain easements for sewer services granted to C.H. Corporation by the following deeds:

(1) The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 328; and

(2) The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated August , 1986 and recorded in said Registry in Book 3965, Page 334; and

(3) Summerfields Associates, dated March 25, 1986, recorded in said Registry in Book 3965, Page 337.

Subject to the right of New England Telephone and Telegraph Company to construct and maintain a line of poles and wires over said parcel, said easement being 10.00 feet wide and described in said Registry in Book 758, Page 38; and also subject to easement deed granted to New England Telephone and Telegraph Company, dated January 20, 1926, recorded in said registry and Book 758, Page 533;

Subject to a certain utility easement granted by C. H. Corporation to Kennebunk Light and Power District and New England Telephone and Telegraph Company, dated October 31, 1986, recorded in said Registry in Book 4063, Page 039; and

Subject to the Exception and Reservation to the Declarant, set forth in the aforesaid Declaration, said Exception and Reservation being the right to grant a right-of-way and easement for access to and from Summer Street over the "Private Drive" as shown on the Plan of "Cheshire Meadows - I", recorded in said Registry in Plan Book 148, Page 4 and in File #223, Page 2, and recorded in said Registry in File #223, Page 1, together with a connecting easement and right-of-way to extend Northeasterly from the Northeasterly sideline of said "Private Drive" to pass generally Westerly of "Building C" as shown on said Plans, to the Southwesterly sideline of the above-described parcel, both such proposed easements to be granted to The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, its successors and assigns, to be used and maintained in common with the successors and assigns of the aforesaid Declarant.

Title reference is made to:

(a) Warranty Deed from Andrew D. Keenan, et al. to C. H. Corporation, dated December 30, 1985, recorded in said Registry in Book 3725, Page 328; and

(b) Warranty Deed from David H. Emmons, et al. to C. H. Corporation, dated January 10, 1986, recorded in said Registry in Book 3735, Page 69.

LIMITED JOINDER

The undersigned, Maine Savings Bank, as mortgagee under a Mortgage and Security Agreement dated August 14, 1986 and recorded in the York County Registry of Deeds in Book 3966, Page 001, said Mortgage and Security Agreement being by and between C.M. Corporation and the said Maine Savings Bank, hereby consents to the Amendment to the Declaration contained in this instrument, provided, however, that such consent shall not be construed to make Maine Savings Bank, as mortgagee, the Declarant, or to impose on it any obligations or liabilities whatsoever under the Declaration or under this instrument.

IN WITNESS WHEREOF, the said Maine Savings Bank has caused this instrument to be sealed in its corporate seal and signed in its corporate name this 11th day of May, 1987.

Signed, Sealed and Delivered
In the Presence of:

MAINE SAVINGS BANK

By: Christopher D. Gardner

Its Vice President

STATE OF MAINE
CUMBERLAND, SS.

May 11, 1987

Personally appeared the above-named Christopher D. Gardner Vice President of Maine Savings Bank and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

~~Notary Public~~
Attorney at Law

Ronald N. Usher
Print Name

ID #497F

RECEIVED YORK, SS.
1988 MAY 27 AM 9:27
RECORDED REGISTRY OF DEEDS
ATTEST: Lynn M Pinette
REGISTER

60015

DECLARATION OF CHESIRE MEADOWS CONDOMINIUM

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. C.M. Corporation, a Maine corporation ("Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located within Kennebunk, York County, Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "Chesire Meadows Condominium" ("Condominium"). The Property is shown on the Condominium Plats and Plans ("Plat and Plans") in the York County Registry of Deeds identified as follows:

Chesire Meadows Condominium Plat Schedule C by Dow & Coulombe, Inc., dated December 22, 1986.

Chesire Meadows Condominium Floor Plans Schedule D by Dow & Coulombe, Inc., dated December 22, 1986.

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in Section 1601-103 of the Condominium Act. "Condominium Instruments" shall mean this Declaration, as it may be amended from time to time, and all schedules attached hereto.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "Chesire Meadows". The address of the Condominium is Summer Street, Kennebunk, Maine 04043. The name of the Unit Owners association is Chesire Meadows Condominium Owners Association ("Association") and its address is Summer Street, Kennebunk, Maine 04043.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.5. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat and Plans, this Declaration shall govern.

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimension of Buildings. The location and dimensions of each building on the Land are depicted on the Plat attached as Schedule C hereto.

Section 2.2. Units. This Declaration creates nine Condominium Units on the Land. The location of Units and their dimensions are shown on the Plat and Plans. Attached as Schedule B hereto is a list of the nine created Units, their identifying numbers, Common Element Interest, Common Expense Liability and Vote appurtenant to each Unit. The dimensions and types of Units are shown on the Plans attached hereto as Schedule D. Each Unit, both before and after the exercise of any development right by the Declarant, shall be entitled to an equal interest in the common elements, and shall be further entitled to a single vote in the affairs of the Association.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

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

(1) Upper Boundary: The horizontal plane formed by the ceiling above the second floor.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries. Boundary lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and threshholds.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the common elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Association.

Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is not permitted. Subdivision of Units is not permitted.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. The locations of the common elements to which each Unit has direct access are shown on the Plat and Plans; pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, doorstep, stoop, balcony, porch or patio, if any, adjacent to a Unit is a limited common element appurtenant to that Unit. The concrete slab and ground area below it are limited common elements appurtenant to the Unit above. Each Unit has one garage space within a building housing that garage space, as indicated on the Plat, which space is a limited common element appurtenant to that Unit. The garage building is a limited common element appurtenant to all Units having a space within that particular building. Each Unit shall also have one exterior parking space, as indicated on the Plat, which exterior parking space is a limited common element appurtenant to that Unit. Each Unit shall also be benefitted by certain interior storage areas, as shown on the Plans, which storage areas are limited common elements appurtenant to the immediately adjacent Units.

The common areas and facilities shall consist of all of the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the Units), perimeter walls of Units (other than the interior surfaces thereof); structural parts of the buildings, including structural columns, girders, beams and supports; easements as set forth in Schedule A for access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any schedule attached hereto. Each Unit Owner in any building shall have the right to use the common areas in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit Owners and the members of the immediate family, guests and other authorized occupants, licensees, and visitors of the Unit Owner. The use of the common areas and the rights of the Unit

Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws and Rules and Regulations of the Association, as they may hereafter be amended from time to time.

Section 3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

Section 3.3. Rental Operation. The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE 4

DEVELOPMENT RIGHTS

The Declarant reserves the right to create and construct up to fifty condominium units in addition to the nine Units created by this Declaration within the land described in Schedule E hereto (the "Development Area"), and to create and construct limited common elements appurtenant to the fifty additional Units similar in type and size to the limited common elements created by this Declaration as to the nine declared Units. The Declarant also reserves the right to create and construct in the Development Area such additional common elements as it in its sole discretion deems to be useful to and in accordance with the design of the Condominium as a whole. As indicated on the Plat attached hereto as Schedule C and as set forth herein, the Declarant has also reserved development rights to add real estate and to create Units, common elements and limited common elements on the real estate described in Schedule E. These reserved development rights must be exercised, if at all, within five years from the date on which this Declaration is recorded. Each of the development rights reserved herein may be exercised as to different parcels of the Property and at different times, and no assurances are made by the Declarant as to the order in which the development rights will be exercised as to those parcels. The exercise of any

development right as to any portion of the Property subject to that right does not obligate the Declarant to exercise that right in all or any other portion of the remainder of the Property.

ARTICLE 5

EASEMENTS

In addition to the easements created by Section 1602-114 of the Condominium Act, the following easements are hereby granted:

Section 5.1. Easement to Facilitate Sales and Construction. The Property 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 as models, management offices, sales offices for this and other projects or customer service offices. 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. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the common elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and common elements. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

Section 5.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 1603-107(a) of the Condominium Act. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period such entry shall be permitted to perform warranty-related work whether or not the Unit Owner

consents or is present at the time. Declarant, its agents, officers, servants, and its successors and assigns, shall have the reasonable right of access to all common areas as long as it or they may own Units or shall have obligations or rights with respect to such areas. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas and the facilities therein, or for making emergency repairs therein necessary to prevent damage to the common areas, and facilities, or to other Units.

(b) Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit and common element.

Section 5.3. Easement to Facilitate Discharge of Declarant's Obligations. Pursuant to Section 1602-116 of the Condominium Act, Declarant shall have an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights.

Section 5.4. Declarant's Right to Grant Easements. The Declarant shall have the right, until all Units which may be created hereunder have been conveyed to Unit Owners other than Declarant, to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

ARTICLE 6

AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Condominium Act and except in cases, where permitted, of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium, of the Condominium

Act, and except in cases of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans, or under Section 1602-110, Exercise of Development Rights, of the Condominium Act, and subject to the other provisions of this Declaration and of the Condominium Act, this Declaration, and the Plats and Plans may be amended as follows:

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

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided for service of notices and upon Eligible Mortgage Holders in the manner provided.

(2) Resolution. An amendment may be proposed by either the Board of Directors or by Unit Owners holding in the aggregate no less than twenty (20%) percent of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws by the affirmative vote of at least sixty-seven (67%) percent in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph B(5) of this Article.

(3) Agreement. In the alternative, an amendment may be made by an agreement signed by the record owners of the Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(4) Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Condominium Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners.

No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

(5) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors as are designated for that purpose in the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

(6) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

All amendments to this Declaration shall be made as provided herein and in the Condominium Act.

ARTICLE 7

RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION

Section 7.1. Use and Occupancy Restrictions on Units. The Declarant shall own in fee simple each Condominium Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant. Each Unit is intended to serve as a self-contained living Unit and shall be subject to the Rules and Regulations and Bylaws of the Association. No Unit shall be used for other than single family residential purposes for the Unit Owner, his relatives, guests or tenants.

Section 7.2 Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect

interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same condominium Unit and such owners have a formal or informal right-to-use agreement.

Section 7.3 Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than four (4) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on written form of lease: (a) requiring the lessee to comply with the Condominium Instruments and Rules and Regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; (c) providing that, in the event of a default by the lessee in the performance of the lease, the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the Unit Owner; and (d) limiting occupancy of the Unit to no more than four (4) persons at any one time. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit, and thereafter no Unit Owner shall execute a lease of any Unit which lease is not in compliance with such resolution. Each Unit Owner shall, promptly following the execution of such a lease of a Unit, forward a conformed copy thereof to the Board of Directors.

Section 7.4 Common Areas. The Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

Section 7.5 Nuisances, Animals, etc. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents. No animals shall be kept within a Unit or in Common or Limited Common Areas, except that caged birds, fish kept in an acquatic environment, household cats and dogs which weigh less than ten (10) pounds shall be permitted. No unregistered motor vehicles shall be stored on the Property and no trailers may be parked on the Property except boat trailers. No recreational vehicles, sometimes known as "R.V.'s", nor motor homes, nor snowmobiles, nor similar motorized vehicle shall be parked on the Property, except within a garage.

Section 7.6 Governmental Compliance. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

Section 7.7 Compliance with Bylaws; Association Membership. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to his Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Manager or Board of Directors on behalf of the Association or in a proper case by an aggrieved Unit Owner. No Unit Owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof, increase the rate of insurance thereof, or impair any easement, rights, appurtenances or other hereditament consisting of common areas and facilities, without the unanimous consent of all the other Unit Owners.

Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, his proportionate share, as assessed by the Board of Directors, of the expenses of maintenance, repair, replacement, administration and operation of the common elements and of any reserves for operation, maintenance or replacement established by the Board of Directors. Such proportionate share shall be equivalent to the Common Element Interest and Common Expense Liability as set forth in Schedule B attached hereto except that common expenses which, in the judgment of the Board of Directors of the Association, benefit fewer than all of the Units may be assessed exclusively against the benefitted Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or the Rules and Regulations of the Association and shall be subject to annual review. In the event of the failure of a Unit Owner to pay such assessments when due, the amount hereof shall constitute a lien on the interest of such Unit Owner, as provided by the Condominium Act. The obligation to pay any amounts required by the provisions hereof shall commence upon the creation of any Unit pursuant to the provisions of this Declaration.

Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of water, gas, and electricity to the Unit, shall be furnished by the Association as part of the common expenses.

The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, his heirs, successors or assigns shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, and the Bylaws. Acceptance of such deed shall also constitute waiver of minor discrepancies in said Plat and Plans.

ARTICLE 8

SPECIAL DECLARANT RIGHTS

Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium Instruments, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plat and Plans filed with the Declaration; (b) to exercise development rights; (c) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (d) to use easements through the common elements for the purpose of making improvements within the Condominium or real estate which may be added to the Condominium; and (e) to appoint or remove any officer of the Association or any member of the Board of Directors or to approve any acts of the Association or the Board of Directors during the period of Declarant control.

Except as otherwise provided herein, these rights may be exercised by the Declarant until such time as the Declarant has conveyed all Units which may be created hereunder to Unit Owners other than the Declarant.

BOARD OF DIRECTORS

Section 9.1. Initial Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of three (3) members. The members of the initial Board of Directors 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 Board of Directors shall be replaced with members elected by the Unit Owners, in accordance with the provisions of Section 9.2.

Section 9.2. Election by Unit Owners of Board of Directors. No later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units (including Units which may be created pursuant to development rights) to Owners other than the Declarant or (ii) five years following conveyance of the first Unit to an Owner other than the Declarant, the Owners shall elect a Board of Directors initially composed of three (3) persons at least two of whom shall be Unit Owners or spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The Directors so elected shall serve until the first regular election of the Board of Directors held at the first annual meeting of the Association held in accordance with the Bylaws.

ARTICLE 10

NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act.

ARTICLE 11

EMINENT DOMAIN

Section 11.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part ofa Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used

for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a common element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the common elements whether or not any common elements are acquired. Upon acquisition: (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the allocated interests, votes, and common expense liability divested from the partially acquired Unit, if any, are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced allocated interests.

Section 11.2. Acquisition of Common Elements. If part of the common elements are acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the Units to which that limited common element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to negotiate or settle with any entity seizing any of the common elements by eminent domain.

Section 11.3. Court Decree. The court decree shall be recorded in the York County Registry of Deeds.

Section 11.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any Unit, common element, or limited common element shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE 12

MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest,Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the common elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his mortgagee(s) and shall file a conformed copy of the note and mortgage with the Board.

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 12.3. Notices to Eligible Mortgage Holder. The Association shall send written notice by prepaid United States mail to each affected Eligible Mortgage Holder of the consideration by the Association of any of the following matters either within a reasonable period prior to such consideration or at the time that notice thereof is given to Unit Owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held by such Eligible Mortgage Holder; (2) notice of any default or delinquency in the payment of assessments for common expenses or any other charges owed by an owner of a Unit subject to a mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment by such an owner of a Unit of any

obligation under this Declaration, the By-Laws or any Rules and Regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the Mortgage to which such owner's Unit is subject; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained under the Declaration or By-Laws by the Association; (4) the proposed use of any proceeds of property insurance required to be obtained and maintained by the Association pursuant to Section 1603-113(a) of the Condominium Act, for purposes other than repair or restoration of the damaged property; (5) the adoption by the Board of Directors of any proposed budget under Section 1603-103(c), of the Condominium Act, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget; (6) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 12.4 of this Article; (7) the termination of the Condominium pursuant to Section 1602-118 of the Condominium Act or this Declaration; (8) a change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit, or the subdivision of a Unit; (9) the merger or consolidation of the Condominium with another condominium; (10) the conveyance or subjection to a security interest of any portion of the common elements. If the Condominium is expanded so as to include fifty or more Units, the Association will, upon the written request of any holder, insuror or guarantor of any first mortgage secured by a Unit, provide an audited financial statement for the preceding fiscal year. The cost of preparing any such statement shall be a common expense. "Eligible Mortgage Holder" means the holder of record of a recorded first mortgage on a Unit which has delivered written notice to the Association stating its name and address, the name and address of the owner of the Unit, the identifying number of the Unit, and that such mortgage is recorded a first mortgage.

Section 12.4. Mortgagee Approval Rights. For purposes of this Section 12.4, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Unit on which a mortgage is held. Any repair, replacement or restoration of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed as provided in this Declaration, unless other action is approved by at least fifty-one (51%) percent of Eligible Mortgage Holders. Any election to terminate the legal status of the Condominium pursuant to Section 1602-118 of the Condominium Act and this Declaration after substantial destruction or a substantial taking in condemnation of the Condominium Property shall

require the approval of at least fifty-one (51%) percent of all Eligible Mortgage Holders. Any abandonment or termination of the legal status of the Condominium pursuant to Section 1602-118 of the Condominium Act by act or omission for reasons other than said substantial destruction or taking shall require the prior written approval of at least sixty-seven (67%) percent of Eligible Mortgage Holders. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the common elements (except for granting easements for utilities or other public purposes consistent with the intended use of the common elements) by act or omission shall require the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders.

The written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders shall be required to add or amend any provisions of the Condominium Instruments which establish, provide for, govern or regulate any material matter, including but not limited to the following: (i) Voting rights; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of common areas (or Units if applicable); (iv) responsibility for maintenance and repairs; (v) reallocation of interest in the general or limited common elements, or rights to their use; (vii) boundaries of any Unit; (viii) convertability of Units into common elements or common elements into Units; (ix) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium; (x) insurance or fidelity bonds; (xi) leasing of Units; (xii) imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit; (xiii) a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; (xiv) restoration or repair of the project (after a casualty loss or partial condemnation) in a manner other than as specified in this Declaration or the By-Laws; (xv) any action to terminate the legal status of the project after substantial destruction or condemnation; (xvi) any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to the Condominium Instruments shall not be considered material if it is for the purpose of correcting technical errors.

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

Section 12.5. Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Instruments as more fully described in Subsection 12.3 of this Article, the Eligible Mortgage Holder of such Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of any rights granted to any Eligible Mortgage Holder, or its representative, any such Eligible Mortgage Holder or representative shall have the right to attend meetings of the Association and Board of Directors for the purposes of discussing the matters described in Subsections 12.3 (4), (5), (7), (8), (9), and (10). No provision of the Condominium Instruments shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, common elements, or both. Each Eligible Mortgage Holder shall be entitled to examine the financial records and books of account of the Association upon reasonable prior written notice to the Association.

Section 12.6. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the By-Laws or the Rules and Regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclosure or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE 13

MISCELLANEOUS

If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the common areas not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

In any dispute between one or more Unit Owners and the Declarant regarding the common areas, 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, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made

after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its President, this 30th day of December, 1986.

C.M. CORPORATION

By _____ [SEAL]
Elliot Levine
Its President

STATE OF MAINE
YORK, ss.

December 30, 1986

Personally appeared the above-named Elliot Levine, President of C.M. Corporation, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said C.M. Corporation.

Before me,

~~Notary Public~~ ALAN S. NELSON
Attorney at Law

ID #382F

PROPOSED DESCRIPTION FOR DECLARATION OF CONDOMINIUM
C.M. CORPORATION TO CHESHIRE MEADOWS CONDOMINIUM

A certain lot or parcel of land situated in the Town of Kennebunk, County of York and State of Maine, bounded and described as follows:

Beginning at an iron rod driven into the ground on the Northeasterly sideline of Summer Street at the Westerly corner of lot number 2 as shown on a "Plan of the Landing at Kennebunk for R. C. & E. W. Wellman & H. P. P., Inc." dated March 7, 1983 made by Morton & Rose Engineering and recorded in the York County Registry of Deeds in Book 123, Page 38; thence North 25°-13'-15" East, partly by said lot number 2 and lot number 3 as shown on said Plan and partly by land, now or formerly , of James P. Nadeau et al. as described in a deed dated February 16, 1957 and recorded in said York Registry in Book 1347, Page 71, 700.11 feet to an iron pipe found driven into the ground; thence North 46°-33'-30" West, by said land, now or formerly, of James P. Nadeau, 216.36 feet to an iron pipe found driven into the ground; thence North 23°-59'30" West, continuing by said land, now or formerly, of James P. Nadeau, 181.38 feet; thence by remaining land of this grantor, the following five (5) courses and distances, South 56°-27' West, a distance of 127.99 feet; thence South 66°-20'30" West, a distance of 149.12 feet; thence South 7°-32'-30" West, a distance of 202.78 feet; thence South 70°-50'-45" West, a distance of 106.74 feet; thence South 6°-40'-45" West, a distance of 61.62 feet to land, now or formerly, of Elwyn J. Smilie, as described in a deed recorded in said Registry, Book 1129, Page 388; thence South 85°-34' East, by said land of Elwyn J. Smilie and partly by land, now or formerly, of Bertha Helen Fleming as described in a deed dated October 17, 1966 and recorded in said Registry, Book 1742, Page 389, 245.70

EXHIBIT "A-1"

feet; thence by said land, now or formerly, of Bertha Helen Fleming and the remains of a wire fence the following three (3) courses and distances, South 23°-34'-45" West, a distance of 42.33 feet; thence South 27°-06'-30" West, a distance of 124.68 feet; thence South 28°-20' West, a distance of 137.99 feet to an iron rod driven into the ground at the Northwesterly corner of land of Andrew D. Keenan et al. (said land being the remaining portion of a parcel of land described in a deed dated September 18, 1980 and recorded in said Registry, Book 2702, Page 281); thence South 61°-40' East, by said land, now or formerly, of Andrew D. Keenan, 233.42 feet to an iron rod driven into the ground; thence South 25°-13'-15" West, by said land, now or formerly, of Andrew D. Keenan, 115.24 feet to an iron rod driven into the ground on said Northeasterly sideline of Summer Street; thence South 72°-59'-30" East, by said Northeasterly sideline of Summer Street, 50.52 feet to the point of beginning. Containing 6.18 acres.

The apparent road line of Summer Street was used in this description.

The above courses are magnetic and of the year 1985.

The above described parcel is conveyed subject to the right of New England Telephone and Telegraph Company to construct and maintain a line of poles and wires over said parcel, said easement being 10.00 feet wide and described in said York County Registry of Deeds in Book 758, Page 38; and also subject to easement deed granted to New England Telephone and Telegraph Company, dated January 20, 1926, recorded in said Registry in Book 758, Page 533.

Reference is made to a plan entitled "Cheshire Meadows" - Kennebunk, Maine - a Planned Unit Development By - Kennebec-York Corporation", dated December 7, 1985, revised February 2, 1986

EXHIBIT "A-2"

and on March 6, 1986 and on August 22, 1986, made by Dow & Coulombe, Inc., to be recorded in said Registry.

TOGETHER with the benefit of a certain easement for surface water and sub-surface water drainage system granted to C. M. Corporation by The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 340.

TOGETHER with the benefit of three (3) certain easements for sewer services granted to C. M. Corporation by the following deeds:

(a) The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 328; and

(b) The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, dated August , 1986, recorded in said Registry in Book 3965, Page 334; and

(c) Summer Fields Associates, dated March 25, 1986, recorded in said Registry in Book 3965, Page 337.

EXCEPTING and RESERVING to the Declarant the right to grant a right-of-way and easement for access to and from Summer Street over the "Private Drive" as shown on the Plan of "Cheshire Meadows - I", recorded in said Registry in Plan Book 148, Page 4, TOGETHER WITH a connecting easement and right-of-way to extend Northeasterly from the Northeasterly sideline of said "Private Drive" to pass generally Westerly of "Building C" as shown on said Plans, to the Southwesterly sideline of the above-described parcel, both such proposed easements to be granted to The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, its successors and assigns, to be used and maintained in common with the successors and assigns of the Declarant.

EXHIBIT "A-3"

and on March 6, 1986 and on August 22, 1986, made by Dow & Coulombe, Inc., to be recorded in said Registry.

TOGETHER with the benefit of a certain easement for surface water and sub-surface water drainage system granted to C. M. Corporation by The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 340.

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(c) Summer Fields Associates, dated March 25, 1986, recorded in said Registry in Book 3965, Page 337.

EXCEPTING and RESERVING to the Declarant the right to grant a right-of-way and easement for access to and from Summer Street over the "Private Drive" as shown on the Plan of "Cheshire Meadows - I", recorded in said Registry in Plan Book 148, Page 4, TOGETHER WITH a connecting easement and right-of-way to extend Northeasterly from the Northeasterly sideline of said "Private Drive" to pass generally Westerly of "Building C" as shown on said Plans, to the Southwesterly sideline of the above-described parcel, both such proposed easements to be granted to The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, its successors and assigns, to be used and maintained in common with the successors and assigns of the Declarant.

EXHIBIT "A-3"

The above described parcel is conveyed SUBJECT TO an Easement granted for utility services by C.M. Corporation to Kennebunk Light and Power District and New England Telephone and Telegraph Company, dated October 31, 1986, recorded in said Registry in Book 4063, Page 039.

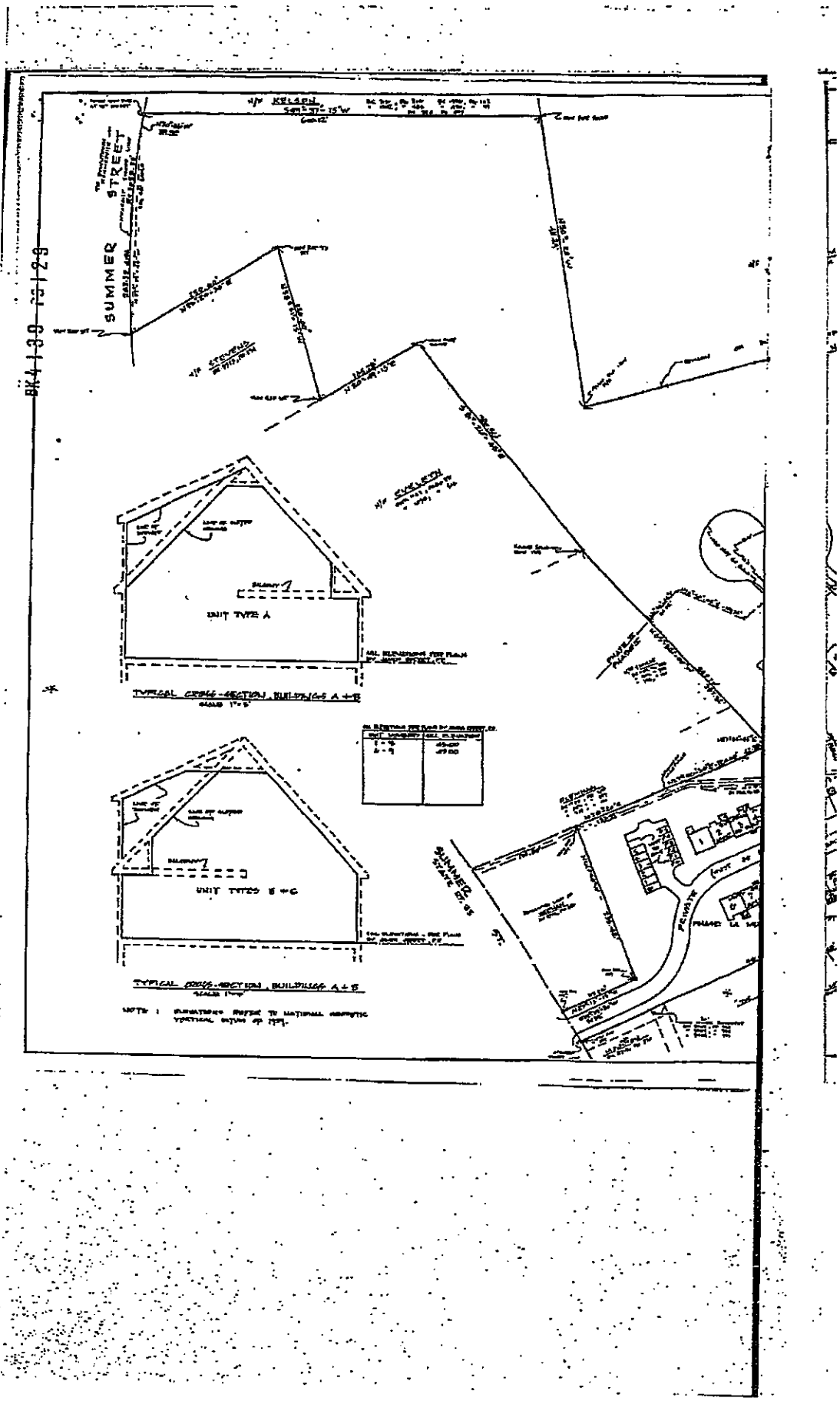
EXHIBIT "A-4"

The above described parcel is conveyed SUBJECT TO an Easement granted for utility services by C.M. Corporation to Kennebunk Light and Power District and New England Telephone and Telegraph Company, dated October 31, 1986, recorded in said Registry in Book 4063, Page 039.

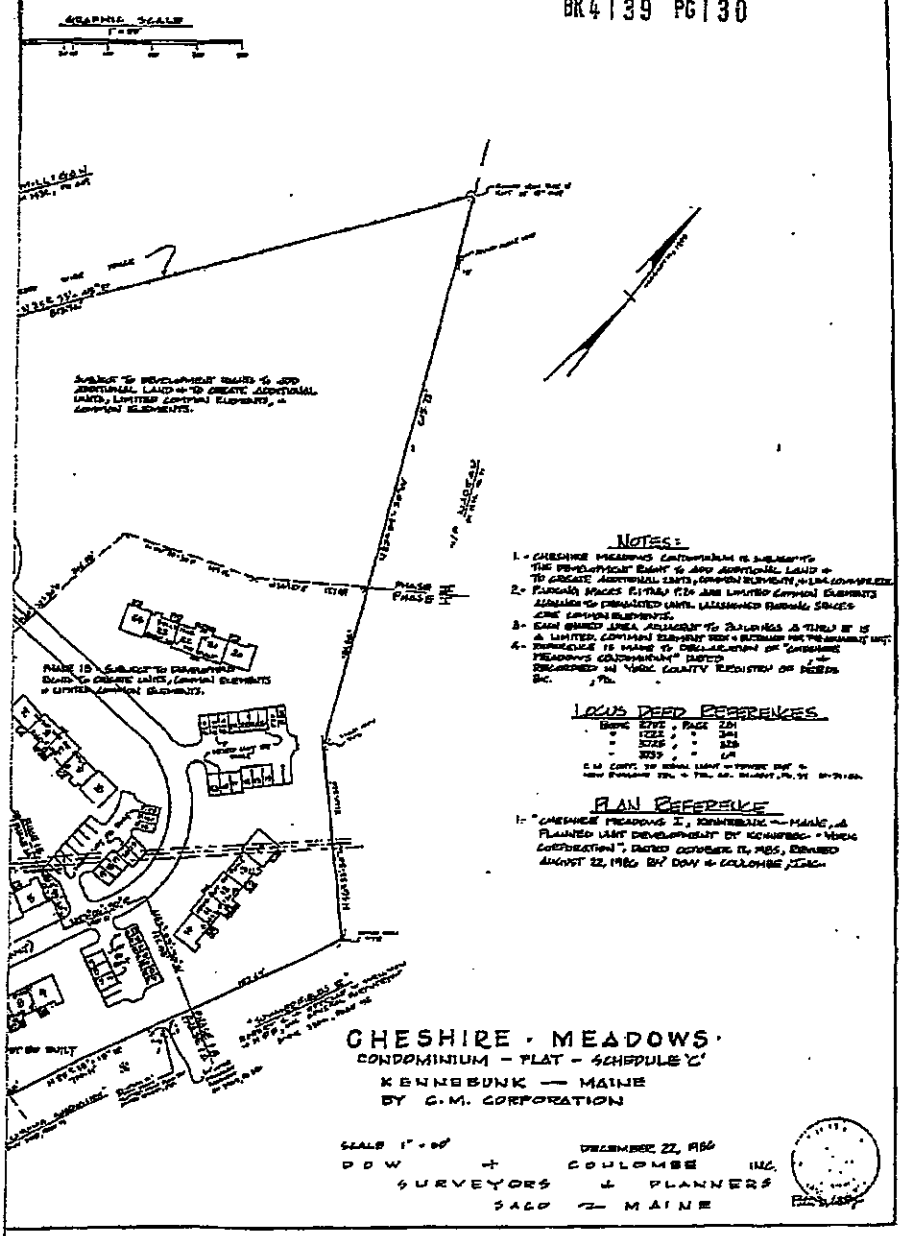
SCHEDULE B

UNIT #	COMMON ELEMENT INTEREST COMMON EXPENSE LIABILITY	VOTE
1	11.11%	1
2	11.11%	1
3	11.11%	1
4	11.11%	1
5	11.11%	1
6	11.11%	1
7	11.11%	1
8	11.11%	1
9	11.11%	1

EXHIBIT "A-4"


SUMMER STREET
UNIT TYPE A
UNIT TYPES B+C
TYPICAL CROSS-SECTION, BUILDINGS A+B
TYPICAL CROSS-SECTION, BUILDINGS A+B

BK4139 PG130



NOTES:

1. CHESHIRE MEADOWS CONDOMINIUM IS SUBJECT TO THE DEVELOPERS RIGHT TO ADD ADDITIONAL LAND & TO CREATE ADDITIONAL UNITS, COMMON ELEMENTS & LIMITED COMMON ELEMENTS.
2. PARKING SPACES #1 THRU #24 ARE LIMITED COMMON ELEMENTS ASSIGNED TO DESIGNATED UNITS. UNASSIGNED PARKING SPACES ARE COMMON ELEMENTS.
3. EACH SHADED AREA ADJACENT TO BUILDINGS A THRU E IS A LIMITED COMMON ELEMENT FOR THE BENEFIT OF THE ADJACENT UNIT.
4. REFERENCE IS MADE TO DECLARATION OF "CHESHIRE MEADOWS CONDOMINIUM" DATED _____ & RECORDED IN YORK COUNTY REGISTRY OF DEEDS ON _____, ____.

LOCUS DEED REFERENCES

BOOK 2797, PAGE 221
" 1725, " 341
" 3725, " 328
" 3739, " 49

E.W. CORTY TO SIGNAL LIGHT = FORMER PART OF NEW ENGLAND TEL. & TEL. CO. RIGHT, R.S. 81-71-104.

PLAN REFERENCE

1. "CHESHIRE MEADOWS I, KENNEBUNK — MAINE, A PLANNED UNIT DEVELOPMENT BY KENNEBEC - YORK CORPORATION", DATED OCTOBER 17, 1985, REVISED AUGUST 22, 1986 BY DOW & COULOMBE, INC.

CHESHIRE · MEADOWS ·

CONDOMINIUM - PLAT - SCHEDULE 'C'

KENNEBUNK — MAINE

BY C.M. CORPORATION

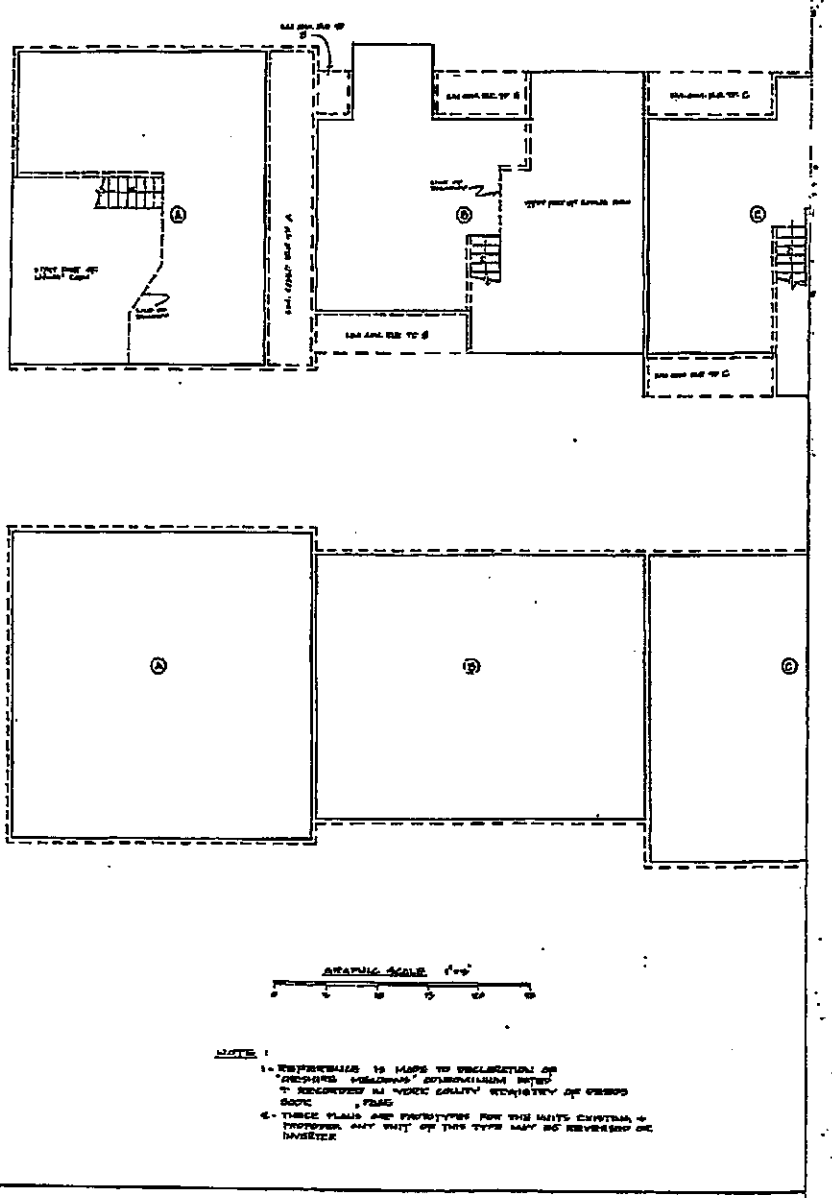
SCALE 1" = 60' DECEMBER 22, 1986

D D W + COULOMBE INC.

SURVEYORS & PLANNERS

SALO — MAINE

BK4139 PG131



GRAPHIC SCALE 1"=8'

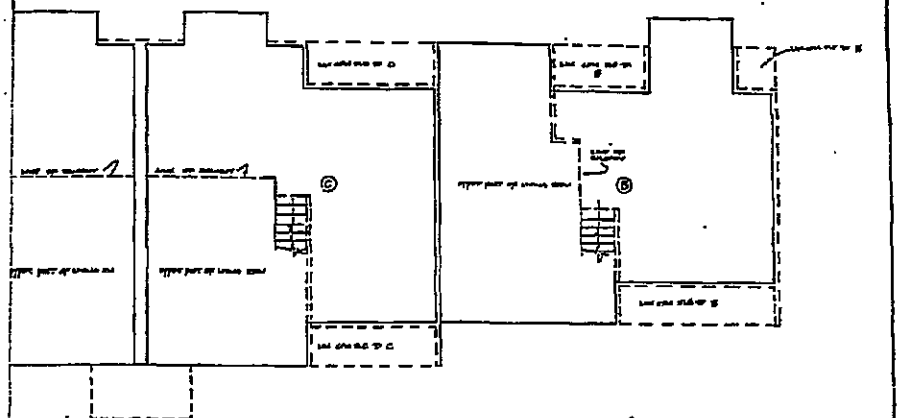
0 4 8 12 16 20

NOTE :

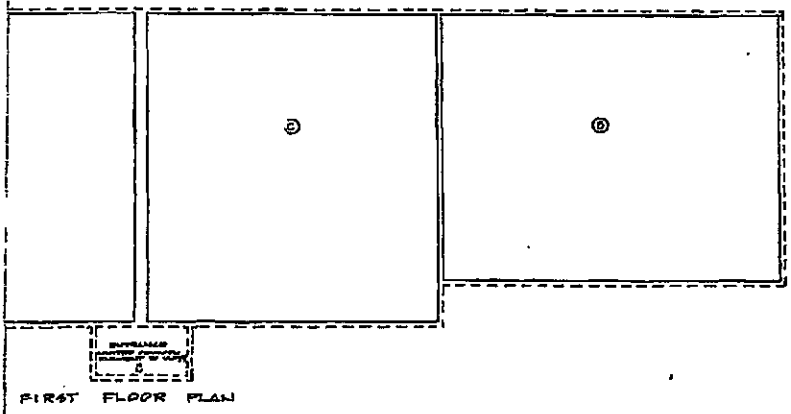
1.- REFERENCE IS MADE TO DECLARATION OF "CRESTWOOD MEADOWS" CONDOMINIUM DATED & RECORDED IN VOICE LAKELAND REGISTRY OF DEEDS BOOK , PAGE

2.- THESE PLANS ARE PROTOTYPES FOR THE UNITS CONSTRUCTED & PROPOSED. ANY UNIT OF THIS TYPE MAY BE REVERSED OR INVERTED

BK4139 PG132



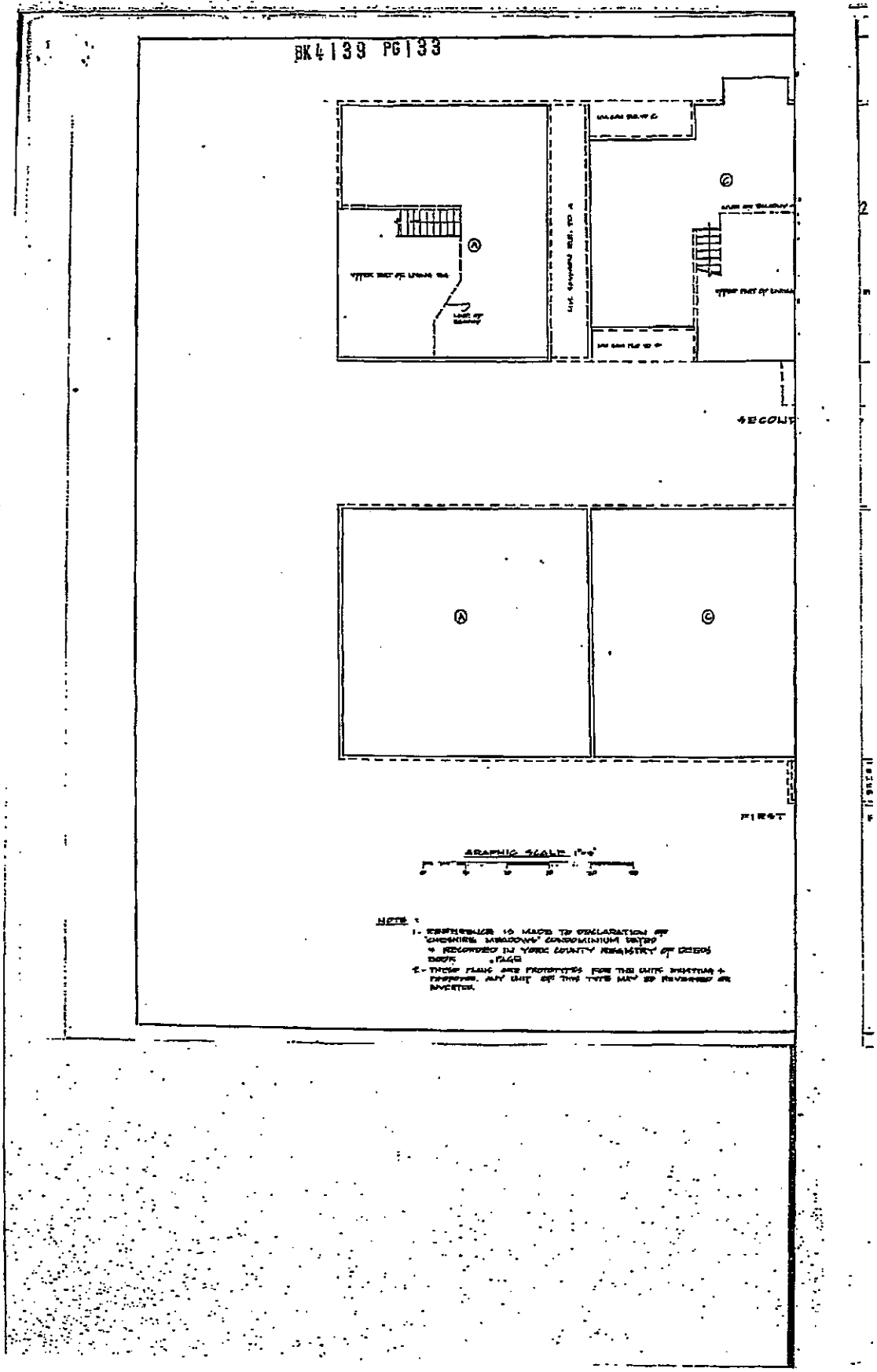
SECOND FLOOR PLAN



FIRST FLOOR PLAN

CHESHIRE MEADOWS CONDOMINIUM
PLANS - SCHEDULE 'D'
KENNEBUNK — MAINE
SCALE 1"=8'
PLOT PLANS - BUILDING A
DEW + COULOMBE INC.
LAND SURVEYORS & PLANNERS
SACO - MAINE

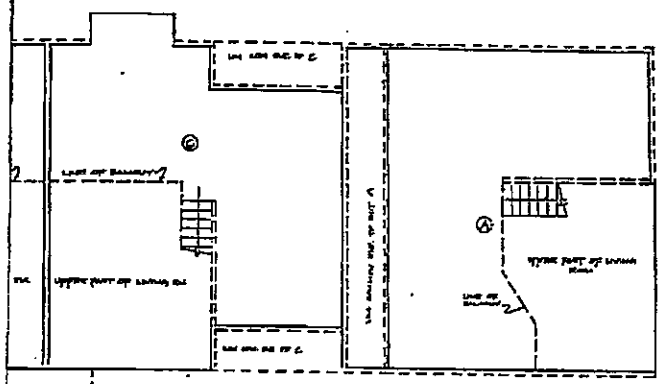
1 OF 2



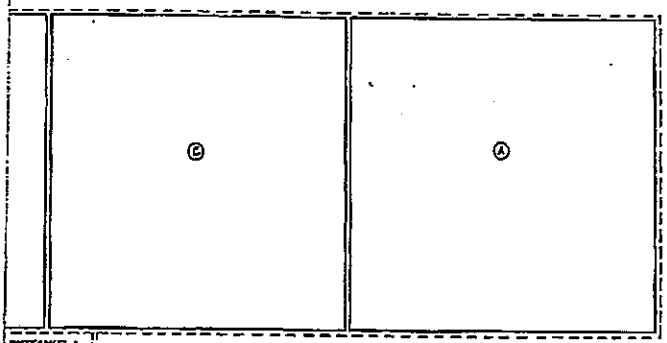
NOTE :

1. REFERENCE IS MADE TO DECLARATION OF "CHESHIRE MEADOWS" CONDOMINIUM DATED & RECORDED IN YORK COUNTY REGISTRY OF DEEDS BOOK , PAGE
2. THESE PLANS ARE PROTOTYPES FOR THE UNITS SHOWN & THEREON. ANY UNIT OF THIS TYPE MAY BE REVERSED OR INVERTED.

BK4139 PG134



FLOOR PLAN



FLOOR PLAN

CHESHIRE MEADOWS CONDOMINIUM
PLANS - SCHEDULE 'D'
KENNEBUNK - MAINE.
SCALE 1"=8'
DECEMBER 22, 1980
FLOOR PLANS - BUILDING B

DOW + COULOMBE INC.
LAND SURVEYORS + PLANNERS
SACO - MAINE

2 OF 2

A certain lot or parcel of land, (together with any buildings thereon) situated in the Town of Kennebunk, County of York and State of Maine, bounded and described as follows:

Beginning at an iron pipe found driven into the ground near a ten (10) inch cherry tree on the apparent northeasterly sideline of Summer Street, at the southwesterly corner of land described in a deed from one Spofford to Wallace H. Kelson recorded in the York County Registry of Deeds, Book 3131, Page 216 and shown on a "Plan Showing a Standard Boundary Survey Made for David W. Emmons" dated May 30, 1985, by Dow & Coulombe, Inc.; thence North 49°-37'-15" East by said land, now or formerly, of Kelson, six hundred and twelve hundredths (600.12) feet to another iron pipe found driven into the ground at land described in a deed to Jonathan D. Milligan et al dated January 20, 1951 and recorded in said York Registry, Book 1432, Page 409; thence South 50°-20' East, by said land, now or formerly, of Jonathan D. Milligan et al, four hundred eleven and twenty-nine hundredths (411.29) feet to another iron pipe found driven into the ground; thence North 35°-33'-45" East, still by said land, now or formerly, of Jonathan D. Milligan et al and by the remains of a wire fence, eight hundred thirteen and seventy-four hundredths (813.74) feet to another iron pipe found driven into the root of an eighteen (18) inch pine tree at land described in a deed to James P. Nadeau et al dated February 16, 1957 and recorded in said York Registry, Book 1347, Page 71 and shown on "Plan Showing a Survey Made in 1957 for Mrs. Clara Lizotte", Plan made September 1971 by Libby & Dow, Engineers; thence South 23°-59'-30" East by said land, now or formerly, of Nadeau et al, 615.73 feet to an ironpipe found driven into the ground; thence South 46°-33'-30" East, continuing by said land, now or formerly, of Nadeau et al, 216.36 feet to an iron pipe found driven into the ground; thence South 25°-13'-15" West, by land described in a deed to Robert C. and Estelle W. Wellman and H.P.P. Inc. recorded in said York Registry, Book 3704, Page 152, 183.63 feet to the easterly corner of Phase IA as shown on a plan entitled "Cheshire Meadows Condominium Plat Schedule 'C' Kennebunk - Maine" dated December 22, 1986, made by Dow & Coulombe, Inc.; thence by said Phase IA the following three (3) courses and distances, North 62°-53'-30" West, a distance of 132.53 feet; thence South 27°-06'-30" West, a distance of 100.00 feet; thence North 62°-53'-30" West, a distance of 137.00 feet to the easterly corner of land described in a deed to Bertha Helen Fleming dated October 17, 1966 and recorded in said York Registry Book 1742, Page 389; thence North 85°-34' West, by said land of Fleming and partly by land of Elwyn J. Smilie, as described in the deed recorded in said York Registry, Book 1129, Page 388, a distance of 387.32 feet to a solid hub found driven into the ground at the northeasterly corner of land described in a deed to Maxwell Eveleth recorded in said York Registry Book 1143, page 231; thence North 81°-25'-45" West, by said land of Maxwell Eveleth, 380.56 feet to an iron pipe found driven into the ground; thence South 20°-49'-15" West, by said land of Eveleth, 165.28 feet to an iron rod driven into the ground at the easterly corner of land described in a deed to Mark S. Stevens et al dated July 30, 1984 and recorded in said York Registry Book 3345, Page 194; thence North 58°-51'-15" West, by said land of Mark S. Stevens et al, two hundred twenty (220) feet to another iron rod driven into the ground; thence South 20°-24'-30" West, still by said land of Mark S. Stevens et al, two hundred fifty (250) feet to an iron rod driven into the ground on the apparent northeasterly sideline of said Summer Street; thence northwesterly by the apparent northeasterly sideline of said Summer Street and by a circular curve deflecting to the right, having a radius of one-thousand-fifty-eight and thirty-five hundredths (1,058.35) feet, an arc distance of two hundred-eight-three and thirty-two (283.32) feet; thence North 30°-36' West, by the apparent northeasterly sideline of said Summer Street, twenty-nine and fifty-two hundredths (29.52) feet to the point of beginning, the same containing 14.32 acres.

The courses hereinabove set forth are magnetic and of the year 1985.

The apparent road line of Summer Street was used in this description and survey.

SCHEDULE E

Together with the benefit of a certain easement for surface water and sub-surface water drainage system granted to C.M. Corporation by The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 340.

Together with the benefit of three (3) certain easements for sewer services granted to C.M. Corporation by the following deeds:

(1) The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated March 25, 1986, recorded in said Registry in Book 3965, Page 328; and

(2) The Robert C. and Estelle W. Wellman and H.P.P., Inc. General Partnership, dated August , 1986 and recorded in said Registry in Book 3965, Page 334; and

(3) Summerfields Associates, dated March 25, 1986, recorded in said Registry in Book 3965, Page 337.

Subject to the right of New England Telephone and Telegraph Company to construct and maintain a line of poles and wires over said parcel, said easement being 10.00 feet wide and described in said Registry in Book 758, Page 38; and also subject to easement deed granted to New England Telephone and Telegraph Company, dated January 20, 1926, recorded in said registry and Book 758, Page 533;

Subject to a certain utility easement granted by C. M. Corporation to Kennebunk Light and Power District and New England Telephone and Telegraph Company, dated October 31, 1986, recorded in said Registry in Book 4063, Page 039; and

Subject to the Exception and Reservation to the Declarant, set forth in the aforesaid Declaration, said Exception and Reservation being the right to grant a right-of-way and easement for access to and from Summer Street over the "Private Drive" as shown on the Plan of "Cheshire Meadows - I", recorded in said Registry in Plan Book 148, Page 4 and in File #223, Page 2, and recorded in said Registry in File #223, Page 1, together with a connecting easement and right-of-way to extend Northeasterly from the Northeasterly sideline of said "Private Drive" to pass generally Westerly of "Building C" as shown on said Plans, to the Southwesterly sideline of the above-described parcel, both such proposed easements to be granted to The Robert C. and Estelle W. Wellman and H. P. P., Inc. General Partnership, its successors and assigns, to be used and maintained in common with the successors and assigns of the aforesaid Declarant.

Title reference is made to:

(a) Warranty Deed from Andrew D. Keenan, et al. to C. M. Corporation, dated December 30, 1985, recorded in said Registry in Book 3725, Page 328; and

(b) Warranty Deed from David W. Emmons, et al. to C. M. Corporation, dated January 10, 1986, recorded in said Registry in Book 3735, Page 69.

Bk 4139 Pg 136

RECEIVED YORK, SS.
1986 DEC 31 PM 2:33
RECORDED REGISTRY OF DEEDS
ATTEST
REGISTER

CHESHIRE MEADOWS CONDOMINIUM OWNERS ASSOCIATION

RULES AND REGULATIONS

Cheshire Meadows is a small residential community in an Historic part of Kennebunk. We all desire to be proud of the place in which we live.

These Rules and Regulations are provided for the Unit Owners in order to assure the peaceful and orderly use and enjoyment of the Condominiums and Common Areas, as well as to protect and enhance the value of all the property.

By living together and pooling our resources, we gain many advantages. However, we do lose a little of our privacy and we need to be very empathetic and considerate of our neighbors.

All residents, guests and renters are expected to abide by these Rules and Regulations, which is meant to supplement Section 8 of our By-Laws of the Cheshire Meadows Condominium Owners Association. All owners received a copy of the By-Laws at the time of the purchase of their Unit.

1. ADDITIONS TO EXTERIOR BUILDINGS AND APPEARANCES

   A. Changes affecting the appearance of the exterior of any condominium or garage such as awnings, signs, air-conditioning equipment, deck enclosures, etc. shall be made only with the consent of the Directors of the Association.

   B. Air-conditioning window units are not to be installed until May 1 and must be removed by October 31 of any given year.

   C. Decks, which are an extension of a Unit, shall be maintained in such fashion as to meet safety and aesthetic standards established by the Association.

   D. Common Areas shall be kept free and clear of all rubbish, debris and unsightly materials. Toys, bikes, skate-boards, furniture, clothes, and other equipment must not be left outside. No clotheslines are permitted on Decks or Common Areas. No articles may be hung out of a Unit, which includes the Deck or exposed to a Common Area.

   E. Window treatment, drapes, shades, mini-blinds, visible from the outside must be white or a neutral color.

F. "For Sale" or "For Rent" signs or other window displays or advertising shall not be maintained or permitted in any visible part of the Condominium. This also applies to the Common Areas, except as has been already voted by the Association. One Realtor sign is allowed at the entrance, and our "Units For Sale" sign may be attached to the "Cheshire Meadows" sign at the entrance, as well.

2. NOISE AND ACTIVITIES

Unit Owners, Guests and Renters, as well as children, will be expected to reduce noise level after 10:00 p.m., so that neighbors are not disturbed and AT NO TIME are radios, stereos, televisions, voices, etc. to be so loud as to become a nuisance. When using Decks, no activities and noise are permitted that will interfere with the rights, comfort or convenience of other Unit Owners. Only one small play area is provided in this community for children, therefore, the activities of children is extremely limited.

3. PROPER MAINTENANCE OF UNIT AND INSURANCE COVERAGE

Each unit Owner shall keep his Unit and Garage in a good state of preservation and cleanliness. The toilets, sinks and other plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage to plumbing or electrical systems by the Owner by misuse of those systems will be charged to the Unit Owner by the Association. Unit Owners are responsible for Insurance coverage of contents, public liability and improvements. Cheshire Meadows Association insures your buildings.

4. COMMON AREAS

There shall be no use of Common Areas which injures or scars such areas, or the plantings thereon or increases the maintenance or insurance. Improvements, maintenance and landscaping shall be done by the Association, or in such cases where permission of the Association has been obtained. No Owner, Renter or Guest and their children may use or maintain Common Areas for any purpose which would constitute a nuisance or be offensive to other Owners.

5. HOUSEHOLD PETS

A dog or cat which does not exceed ten (10) pounds in weight will be allowed for each Unit only as long as it does not become a nuisance to other Owners. If any pet creates noise such as barking dogs and "howling" cats, etc. or in any way effect a disturbance or unpleasantness, the Board will be forced to rule that the pet must be removed. No pet shall be allowed to relieve itself on walks or paved streets. Each Owner shall hold the Board harmless against loss or liability for any action of his pet within Cheshire Meadows. Please observe the Kennebunk Leash Law. Owners are expected to be responsible for droppings when walking their dog.

6. TRASH REMOVAL

Trash should be placed in the dumpster provided, preferable in tied bags to prevent odor.. The entrance to dumpster is ON THE SIDE, the front gate is for commercial use only. Cartons must not be put in bin. Furniture and bedding, such as mattresses, must be taken to the dump. We have trash pickup twice a week during the summer months and once a week in the winter. Please be certain that the cover of the bin is closed to prevent animals and birds making a mess, as well as to give that area a neat appearance. For recycling, see other form.

7. AUTOMOBILE USE AND PARKING

Owners and Renters shall be responsible to see that neither they nor their Guests interfere with the rights of other Owners in the appropriate use of parking spaces. Please do not park on lawns. It is absolutely necessary to move cars parked outside during the winter months, in the early morning, so as not to hinder snow removal. Unless otherwise posted, the Speed Limit in this community shall be TEN MILES PER HOUR (10 MPH). Parking areas shall be used only for the purpose of parking motor vehicles, excluding specifically, trucks over 5,000 lbs., commercial vehicles, boats, snowmobiles, campers, trailers, motorcycles and motor and mini bikes or similar terrain vehicles or unmuffled or inadequately muffled vehicles. No unregistered motor vehicle or one that is inoperable due to collision damage, shall be kept or stored at Cheshire Meadows. This is essential due to space limitation. Repair of vehicles or oil changes are allowed only inside the garage, except in an emergency and with permission of the Board of Directors.

8. LEASE AND RESALE

Should an Owner decide to Rent, Lease or Re-sell their Unit, there are certain releases, information and regulations to be obtained from the Association. Please make this contact with the Directors before taking action.

9. COMPLAINTS

Complaints of violations of these Rules and Regulations should be made to the Directors in writing and deposited in the mailbox provided on Garage #1. If the Directors feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing as to what action has been taken.

10. AMENDMENTS AND ENFORCEMENT

These Rules and Regulations may be revised in any way, at any time, by the Directors, as conditions warrant, provided that a written communication is sent to the Unit Owners advising of the change.

The Directors shall have the authority and duty to enforce these Rules and Regulations and may impose a monetary fine for any infraction of same.

The association has an appointed Maine Notary Public and anyone is welcome to use this service, free of charge, by asking.

YOUR ASSOCIATION DIRECTORS WILL GREATLY APPRECIATE FULL COOPERATION.

* * * * * * * *

EXHIBIT B

BYLAWS OF THE CHESHIRE MEADOWS CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I. OFFICE

Section 1. Principal office. The principal office of the Cheshire Meadows Condominium Owners Association (hereinafter referred to as "the Association") shall be maintained at Kennebunk, Maine.

Section 2. Place of meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

ARTICLE II. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all Unit Owners of Cheshire Meadows Condominium, a property submitted to the provisions of the Maine Condominium Act and located in Kennebunk, York County, Maine. Membership shall be in accordance with the Declaration or these Bylaws, as amended from time to time. The membership of each Unit Owner terminates upon a sale, transfer or other disposition of his ownership interest in the Unit as provided in the Declaration, whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of the Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the property sold in lieu of foreclosure. The Association may, but is not required to, issue certificates of membership.

Section 2. First Meeting; Annual Meeting. The first meeting of the members shall be held, at the call of the Declarant, within 60 days after the closing of sales of 75% of the Units by the Declarant, or the expiration of five years from the date of the first Unit sale by Declarant, whichever is first. Thereafter, the annual meeting of the Association shall be held each year on August 1, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday.

Section 3. Special meetings. Special meetings of the members may be held at any time upon the call of the President or upon the call of any six Unit Owners. Upon receipt of the call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 4. Notice of meetings. A written or printed notice of every meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call, the place, day, and hour of the meeting, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least ten (10) days before the date set for the meeting. Such notice shall be given to each member as indicated in the records of the Association by delivery in hand or mailing such notice, postage prepaid, addressed to the member at his address as it appears on the records of the Association. If notice is given pursuant to provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary of the Association at the address of the Association, the holder of any duly recorded mortgage against any Unit may promptly obtain a copy of any and all notices permitted or required to be given to the members from and after receipt of the request until the request is withdrawn or the mortgage is discharged of record.

Section 5. Waiver of notice. The presence of all the members in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of the meeting, object to the holding of the same for noncompliance with the provisions of Section 4 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and any general business may be transacted and any action may be taken.

Section 6. Quorum. The presence at any meeting of the Association in person or by proxy of Unit Owners whose aggregate voting rights constitute more than 50% of the total voting rights shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide any question except the election of Directors presented to the meeting, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

Section 7. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any Unit other than as a mortgagee in the Condominium duly recorded in his or its name, the ownership whereof shall be determined by the records of the York County Registry of Deeds, shall be a

member of the Association, and either in person or by proxy entitled to vote for each Unit so owned at all meetings of the Association. Any provisions to the contrary notwithstanding, co-Owners or joint Owners shall be deemed one Owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a Unit is jointly owned then by all joint Owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless otherwise stated therein, such authority shall be valid until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such Unit in such capacity. Whenever any Unit is owned by two or more jointly according to the records of said Registry, the Owners thereof may designate in writing one or more of the Owners to cast the vote for all such Owners, and such designation, unless otherwise limited by its terms, shall be valid once filed with the Secretary until revoked by any such Owner by notice in writing filed with the Secretary. The Declarant may exercise the voting rights pertaining to any Unit title to which is in the Declarant. No vote pertaining to a Unit owned by the Association may be cast.

Any specified percentage of Owners refers to the aggregate voting rights and not to the number of Units or Owners.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not. If the adjournment is for less than thirty (30) days and the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice need be given. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and qualification. Until the first meeting, the affairs of the Association shall be governed by a Board of Directors composed of three persons appointed by the Declarant, who need not be Unit Owners. Thereafter, the affairs of the Association shall be governed by a Board of

Directors elected by the members, initially composed of three persons, and as increased or decreased at any annual meeting by a majority vote, within the limits stated in the Articles of Incorporation. Each such director shall be the Owner or the spouse of an Owner of a Unit in the Condominium; or if a Unit Owner shall be a corporation, partnership, trust or estate, then an officer, partner, trustee or beneficiary thereof.

Section 2. Powers and duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners.

Section 3. Other duties. In addition to other duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the project and the common areas and facilities.

(b) Determination and collection of the monthly assessments from the Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium and the common areas and facilities.

Section 4. Manager or management agent, employees, generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any agreement for professional management, or any other contract providing for services of the Declarant to the Owners, shall not exceed a term of three years and shall be cancellable by either party without cause and without a termination fee upon 90 days written notice. The Board of Directors may employ any other employees or agents to perform such duties and at such salaries as the Board of Directors may establish. Any first mortgagee of a Unit may file a written request with the Board of Directors that it be notified of a change of management agent or manager and the Board of Directors shall, upon making such change, give such notification as requested. Until the first meeting of members, the Board may employ or use the services of the Declarant or the Declarant's employees, and all costs and expenses related to those services shall be charged to common expenses. Neither the Board nor the Declarant shall be charged with self-dealing or breach of fiduciary duty by reason of such employment.

Section 5. Election and term of office. From and after the first meeting, the directors shall be elected by the Owners. At the first annual meeting of the Association, the term of office of one director shall be fixed for three years, the term of office of one director shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office for each director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third of the directors shall expire annually.

Section 6. Vacancies. Until the first meeting of members, vacancies in the Board of Directors shall be filled by appointment by the Declarant. Thereafter, vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the members and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportUnity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before or after the services are undertaken. A director may not be an employee of the Association.

Section 9. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place, and no notice shall be necessary in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the

directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

Section 11. Special meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors. Upon the request of any director made within 30 days after a meeting, the person giving notice of the meeting shall execute a sworn affidavit setting forth the specific manner in which notice of the meeting was given to and received by each director.

Section 12. Waiver of notice. Before or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Unanimous action. Unless otherwise provided by law, the Declaration, or these Bylaws, any action which may be taken at a meeting of the directors may be taken without a meeting if all of the directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of directors meetings and shall have the same effect as a unanimous vote.

Section 15. Bonds of officers and employees. The Board of Directors may require that all officers and employees of the Association handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors may establish such standing or other committees, with such powers and duties, as it deems advisable.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary/Treasurer, and a Clerk all of whom shall be elected by the Board of Directors. The directors may in their discretion appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers, as in their judgment may be necessary.

Section 2. Election of officers. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal of officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. In his absence, a chairman pro tempore may be chosen by the members or directors, as the case may be, to preside at a meeting. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint ad hoc committees from among the Owners or their spouses from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be available for examination by Unit Owners during reasonable weekday hours. The Secretary/Treasurer shall be responsible for the

deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. He shall attend and keep the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties, as may be incidental to the offices of Secretary and Treasurer, given him by these Bylaws or assigned to him from time to time by the directors. If the Secretary/Treasurer shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary/Treasurer shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 6. Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board of Directors.

Section 7. Auditor. The members may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

ARTICLE V. FISCAL MANAGEMENT

Section 1. Accounting. Books and accounts of the Association shall be kept under the direction of the Secretary/Treasurer and in accordance with customary accounting principles and practices. Within 90 days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

Section 2. Assessments. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

(a) Management and administration expenses;

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

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

(d) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance and replacements; and

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

Electricity, telephone, water, sewerage and television cable shall be assessed and billed to each Unit separate from the common assessments.

Within 90 days of the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member. The Board shall call a meeting of the members not less than 14 nor more than 30 days after such budget is furnished to the members for the purpose of considering ratification of such budget. Unless at that meeting 60% or more of the Unit Owners vote to reject the budget, the budget shall be deemed ratified, whether or not a quorum is present at the meeting. In the event the budget is rejected, the budget last ratified by the members shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be an amount equal to the total membership assessment multiplied by his respective percentage interest in the common elements provided, however, that with respect to certain common elements, the operation, maintenance and replacement costs and reserves may be allocated among the members according to the respective use and benefit of the particular facility or element to each Unit rather than according to the percentage interest of each Unit.

Until the annual budget for a fiscal year is ratified by the members, each member shall continue to pay that amount which had been established on the basis of the previous annual budget.

If any member shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum, not exceeding 18%, established from time to time by the Board of Directors and, together with such interest and such costs and attorney's fees as are allowed by law, shall constitute a lien on the Unit of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Condominium Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if available, all possessory remedies under the Forcible Entry and Detainer laws of Maine.

Section 3. Revised and emergency assessments. If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, monthly assessments shall be determined and paid on the basis of such revision.

The Board may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the then current monthly assessment for each Unit, which shall be due and payable when communicated to the members.

Section 4. Declarant. With respect to any Units owned by the Declarant, the Declarant shall pay a monthly assessment determined in the same manner as the monthly assessment is determined for all other Unit Owners.

Section 5. Maintenance and repair.

(a) Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to other Owners, and shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any Owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association, through its officers or manager, shall have the right and duty to enter the Unit and perform such maintenance or repair in the

name of the Owner and shall be entitled to reimbursement from the Owner for any expenditures incurred.

(b) All the repairs of internal installations of the Unit such as water, light, power, sewerage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit area shall be maintained at the Owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facilities damaged through his negligence, misuse or neglect.

(d) Every Unit Owner must, at his own expense, maintain heat at levels sufficient to protect the common elements (sprinkler, water pipes, etc.) from damage.

(e) All other maintenance and repair of the common areas and facilities shall be performed at the direction of the manager or the Board of Directors, and shall be a common expense. Vouchers for the payment of maintenance and repair costs shall be approved by the manager or Board of Directors before payment.

Section 6. Improvements. The Board of Directors may make improvements to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense. In addition, if an improvement is requested by one or more Unit Owners and is, in the opinion of the Board, exclusively or substantially exclusively for the benefit of those who requested it, the cost shall be assessed against such Owner or Owners in such proportion as the Board shall determine as fair and equitable. Nothing contained herein shall prevent the Unit Owners affected by such improvement from agreeing, in writing, either before or after the assessment is made, to be assessed in different proportions.

The Declarant may, at its expense, make such improvements to the common areas and facilities as it deems advisable as long as it is an Owner, directly or indirectly, of at least one Unit.

Section 7. Use of Units. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration and Rules and Regulations.

Every Unit Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting

any delinquent assessments or fees against such Unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration or these Bylaws against such Owner or any occupant of such Unit.

Upon any violation of the Declaration, Bylaws, or Rules and Regulations, the offending party (including any Owner, tenant, lessee, licensee, guest or invitee) and the Owner of any Unit in which the violation is occurring or has occurred shall be given ten (10) days written notice by the Board by delivery in hand or by mail of the violation committed and the necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the Owner shall each pay a penalty in the amount of 10% of the then monthly assessment of the Unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period.

Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 8. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the buildings and common areas and facilities of said project, the Board may from time to time adopt, modify, and revoke in whole or in part, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on said project as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations, and every amendment, modification, and revocation thereof, shall, upon adoption, be delivered promptly to each Owner and shall be binding upon all members of the Association and occupants of the property.

Section 9. Foreclosure of lien. In any action to foreclose the lien against any Owner of a Unit, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale. The delinquent Owner shall be required to pay to the Association a reasonable rent for such Unit until the sale or foreclosure, together with all costs and reasonable attorneys'

fees. Suit to recover money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorneys' fees without foreclosing or waiving the lien securing the same.

Section 10. Title. Every Unit Owner shall promptly cause to be duly recorded in the York County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary/Treasurer shall maintain such information in the record of Ownership of the Association.

Section 11. Mortgages. Any mortgagee of a Unit may file a copy of its mortgage with the Board of Directors through the manager, and the Secretary/Treasurer shall maintain such information in the record of Ownership of the Association. After the filing of the mortgage, and upon the request of the mortgagee, the Board of Directors, through its manager, shall be required to notify the mortgagee of any matters for which notice to eligible mortgage holders is required under the Maine Condominium Act.

Section 12. Insurance.

(1) The Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices, insurance on the Condominium buildings and all other insurable improvements upon the land, including but not limited to, all of the Units, together with the fixtures, service machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners, covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees as their interest may appear. To the extent reasonably available and required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority, such policy shall cover the fixtures, equipment and other personal property inside a Unit financed by a mortgage purchased by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. Such insurance shall be primary even if Unit Owners obtain other insurance covering the same loss. It must show the named insured as "Association of the Owners of Cheshire Meadows Condominiums, for the use and benefit of the individual Owners."

(2) The Board of Directors shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under the Declaration. Under the said master policies, certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering each and every Unit of the Condominium and its common elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the Owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the Unit and the interest in the common elements of the Condominium property and shall provide that improvements to a Unit or Units which may be made by the Unit Owner or Owners shall not affect the valuation for the purposes of this insurance of the buildings and other improvements upon the land. Such master insurance policies and certificates shall contain provisions that the insurer waives its right to subrogation as to any claim against the Board of Directors, its agent and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts or omissions of the insured or the individual Unit Owners who are not under the control of the Association, and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Board of Directors as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require the same. The Board of Directors must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Board of Directors shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each Unit mortgagee of such payment within twenty (20) days after the making thereof.

(3) The property shall be covered by:

(a) Casualty or physical damage insurance in an amount equal to not less than 100% of the full replacement value of the Condominium buildings and facilities as determined annually by the Board of Directors with the assistance of the insurance company affording such covering, containing agreed amount provisions and provisions designed to protect against

inflationary increases in value. The maximum deductible amount for any such policy shall be the lesser of $10,000 or one percent (1%) of the policy face amount. Such coverage shall afford protection against the following:

(i) Loss or damage by fire, lightning, sprinkler leakage, vandalism and malicious mischief, boiler and machinery coverages and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction.

(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium buildings, including but not limited to, vandalism, malicious mischief, windstorm and water damage, collapsed boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine.

To the extent reasonably available and required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration, or Maine State Housing Authority, such policies shall also contain construction code endorsements, which may include, but are not necessarily limited to, the following: Demolition Cost Endorsements; Contingent Liability from Operation of Building Laws Endorsement; Increased Cost of Construction Endorsement.

The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors and shall further provide that the coverage thereof shall not be terminated or substantially changed by the insurer without twenty (20) days' notice to all of the insured, including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least twenty (20) days prior to the expiration of the then current policies.

(b) Public liability insurance covering the common elements and any other property under the Association's supervision in such amounts, but not less than $1,000,000 Bodily Injury and Property Damage, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability, hired

automobile, non-owned automobile, off-premises employee coverage, bodily injury or property damage that results from the operation, maintenance or use of the common elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Said policy must provide that the insurer may not cancel or substantially modify it without twenty days' notice to all of the insured parties, including each mortgagee. Additionally, said policy shall also contain "severability of interest" provisions to the effect that the insurer waives its right to subrogation or to deny coverage as to any claim against the Association or any Unit Owner as a result of negligent acts by the Association or such Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Fidelity insurance naming the Association as the Obligee and covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in an amount equaling the maximum amount of funds that will be in the custody of the Association or any management agent at any time during which the insurance is in effect, but in no event less than the sum of three months' assessments on all Units plus the Association's reserve funds. The bond shall provide that the insurer may not cancel or substantially modify it without twenty (20) days' notice to all of the insurers including each Unit mortgagee.

(e) Flood insurance in the amount of the lesser of (i) 100% of the current replacement cost of all buildings and the insurable property located in a flood hazard area or (ii) the maximum available coverage for the property under the National Flood Insurance Program.

(4) Each Unit Owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in the preceding paragraph (2) hereof. Each Unit Owner may obtain casualty insurance at his own expense upon his Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors or shall be written by the same carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Board of Directors pursuant to the preceding section due to proration of insurance purchased by the Unit Owner under this section, the Unit Owner agrees to

assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Board of Directors to be distributed as herein provided.

(5) Premiums upon insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses.

(6) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to part or all of the Condominium property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to 100% of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

(7) Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors.

(8) In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittance shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

Section 13. Reconstruction or repair of casualty damage.

Except as hereinafter provided, damage to or destruction of the buildings shall be promptly repaired and reconstructed by the Board of Directors, using the proceeds of insurance, if any, on the building for that purpose, and any deficiency shall constitute common expenses; provided, however, that if at least 80% of the Unit Owners vote not to proceed with repair or restoration, then and in that event (1) the insurance proceeds attributable to the damaged common elements shall be used to

restore the damaged area to a condition compatible with the remainder of the Condominium; (2) the insurance proceeds attributable to Units and limited common elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those limited common elements were allocated or to their respective lien holders as their interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders as their interests may appear in proportion to the common element interests of all the Unit Owners. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned and the association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, section 1602-118 of the Maine Condominium Act governs the distribution of insurance proceeds if the condominium is terminated.

(a) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(b) The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair.

(c) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands.

(d) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Condominium property, or, in the discretion of the Board of Directors, it may be distributed to the Unit Owners and their mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or

reconstruct damage shall not constitute a waiver of any rights against a member for committing willful or malicious damage.

ARTICLE VI. EXECUTION OF INSTRUMENTS

Section 1. Instruments generally. All checks, drafts, notes, bonds, acceptances, contracts, deeds, and all other instruments shall be signed by the President or the Secretary/ Treasurer, or by such other officer or employee as the Board of Directors may designate.

ARTICLE VII. LIABILITY OF OFFICERS

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

Section 2. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE VIII. FISCAL YEAR

Section 1. Fiscal year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

ARTICLE IX. BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common areas and facilities constitutes sixty-seven percent, at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Maine Condominium Act.

Section 2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Condominium Act, the latter shall govern and apply.

ID #383F

October 18, 2002

Though the By-Laws does not discourage renting our units for investment purposes, an old leasing rule needs to be reviewed.

The changes proposed by the Board members will allow us to better manage our existing community from short-term transient renters.

Any existing owners renting their Unit presently would have a year to modify their leasing strategies if necessary.

The word changes proposed are as follows:

Declaration of Cheshire Meadows Condominium- Exhibit A

Section 7.3 Leasing Retractions

Present wording:

No unit shall be rented for transient or hotel purposes or in any event for an initial period of less than

four (4) months and no portion of any Unit (other than the entire Unit) shall be leased for any period .

No unit owner.....

New Wording:

No Unit shall be rented for transient or hotel purposes or in any event for a leasing period of less than

twelve (12) months and no portion of any Unit (other than the entire Unit) shall be leased for any period.

No Unit owner.....

November 5, 2002

By-Laws Modification

The voting period for voting on the by-laws on Leasing Restrictions concluded on November 9th.

Those who have not voted thus far can do so within 30 days as stated in the by-laws.

The results to date have passed the 67% votes necessary to modify the paragraph by a tally of 20 said yes,

1 said no and 3 votes not received.

Unit owners have one year from November 9, 202 to comply with the new leasing restrictions.

October 6, 1994

A motion was made, seconded, and approved by the Board of Directors to:

Fully carry out under the **CMCOA By-laws, Article 5, Fiscal Management, Section 7, page 11** ...partial quote....."UNIT OWNERS SHALL PAY TO THE ASSOCIATION PROMPTLY UPON DEMAND ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY OR ON BEHALF OF THE ASSOCIATION, IN COLLECTING ANY DELINQUENT ASSESSMENTS OR FEES AGAINST SUCH UNIT, FORCLOSING ITS LIEN THEREFOR, COLLECTING ANY PENALTIES IMPOSED HEREUNDER, OR ENFORCING ANY PROVISIONS OF THE DECLARATION OR THESE BY-LAWS AGAINST SUCH OWNER OR ANY OCCUPANT OF SUCH UNIT".....

January 27, 2006

The Board voted on an extension of fines for owners who do not pay condominium fees when they are due.

The rule is simply that the owner will pay a late fee after a 30-day grace period of $25 until payment is remitted.

May 23, 1990

Glass Walls: (Atrium Windows)

Mary Fitzgerald quoted from:

The Declaration of Cheshire Meadows Condominium documents, Exhibit A, Article 2, Section 2.3 Boundaries, (b) Vertical (parametric) Boundaries s follows:

".....Boundary Lines shall also be the exterior surface of doors, windows and storm windows, and

glass walls, and their frames, sills and thresholds".

The Board has established that unit owners shall be *responsible for the maintenance of glass walls*, since they are not a Common Area element.

Cheshire Meadows Condominium Association
By-laws and Rules and Regulations,

June 3, 1989

Sign at Main Entrance
A Unit For Sale Sign will be designed to be hung by hooks on the Main Entrance Sign and should conform to that sign.

Only ONE Realtor sign will be permitted in front of a unit that is up for sale.

Temporary window air conditioning units and equipment may be installed NOT EARLIER THAN MAY 15th of any calendar year and should be removed NOT LATER THAN OCT.1st of the same calendar year.

October 28, 1989

The Bonding of the Treasurer was believed to be necessary, proper practice and the Board voted to have the Treasurer bonded.

It was also pointed out to be alerted to the necessity of Workman's Compensation Insurance when the Association hires anyone to work at Cheshire Meadows.

May 12, 1990

Gardens: It was voted and approved to comply with the owner's requests to have a garden in the area next to the condominium units between the privacy fences. It is, however, the owner's responsibility to maintain these gardens in a neat fashion. Should an owner be desirous of planting other than in this area, permission of the Board of Directors must be obtained. (May 21, 1990 Minutes).

Lattice: Some owners expressed the need for lattice work to enclose the area at the foundation wall. The lattice work wa approved. Owner's who desire to add lattice fencing to their units shall submit a design (or sample) to the Maintainance Committee/Member. The Maintainance Committee dhall submit their design/samples and recommendations to the Board of Directors for the Board's selection. Any future installations of lattice work shall conform to the design selected.

May 28, 1990

Deck Stain:
It was voted to use Benjamin Moore #75- Natural Cypress, which will repel water. Each owner will be responsible for the cost of the deck staiin as well as the application of the deck stain. If a deck is mildew, it is necessary yo bleach a deck. A mixture of one part bleach to 3 parts water is recommended to bleach decks.

October 16, 1992
Three unit owners will be sent letters requesting their decks be stained by Oct. 31, 1992. If they do not comply, the Association will have it done and the unit owners will be liable for the expenses incurred.

May23, 1990

Glass Walls: (Atrium Windows)

Mary Fitzgerald quoted from the Declaration of Cheshire Meadows Condominium documents, Exhibit A, Article 2, Section 2.3 Boundaries, (b) Vertical (parametric) Boundaries s follows:

".....Boundary Lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds".

The Board has established that unit owners shall be responsible lfor the maintenance of glass walls, since they are not a Common Area element.

June 21, 1990

Storm Doors:

Because it is necessary for the function of closure, it was the consensus that storm doors are the responsibility of the individual owner. The cost of the replacement shall be at the owner's expense. Any replacement must conform in appearance to the other storm doors and must be approved by the Association.

June 3, 1991

Enclosing Decks:

Any owner planning to enclose the deck must use this approved plan. This is the only plan that will be permitted at Cheshire Meadows. There can be no deviation from this plan. (Plan submitted by Patrick Mullen , Unit 18,)

January 8, 1989

Late Fee:

The Board voted to assess a late charge of $10.00 per month to any owner whose maintainance fee is not received by the 15th of each month. This ruling is effective starting with the February payment.

By-Laws incorporated from 2001 to 2006 timeframe...

September 20, 2002

Window Skylights: Kate from Unit 18, represented by her daughter Carol, requested permission to add two skylights in the front of the unit. **The Board voted unanimously to approve the design.** Architectural detail will follow to be reviewed by the Board. This approval includes a 30 by 40 inch skylight centered over the windows of the living room and the same skylight size centered over the first floor bedroom windows. The skylights are at the same level on the roof and provide light to the upstairs bedroom and loft.

The Board used this opportunity to assess the architectural impact of her request and agreed to use this design in setting precedence for all other units of her type of structure. Any additions to other units will need to add both skylights at the same time using the same design offered by VELUX Windows and can be either static or operable for opening. The units that are affected by this decision are in building 1 units' 4 and 10, building 3 units' 9 and 15, building 4 units' 12 and 18, and building units' 19 and 25. An architectural design will be available for future reference.
The Board also agreed that precedence has been established for units that have a joint vestibule with the design implemented years ago on building 5 units' 21 and 23. This skylight is 48 inches square. Any additions to the other buildings need to be done with both adjoining units implementing at the same time. Skylights for the remaining 6 end units have all been implemented and are architecturally the same.

The Board will review precedence for all of the unit decks and dormers, and state clear rules in the near future.

Rules reminder for external doors and windows: The Board allowed the costs for repairing external doors to be absorbed and managed by a common ground ruling. Please do not take this as a change of rules stated in the *CMCOA Public Offering* document. From this point in time we are reverting back to the rules set in the covenant:

- **Skylight, atrium and other windows, screens, doors, and storm doors are the responsibility of the unit owner**
- **Vestibule care and external door responsibility is shared by the adjoining owners**
- **Responsibility includes cleaning, painting, and repairs or replacement**
- **Windows, doors, and screens must be maintained within the existing architectural standard.**
- **Garage doors are considered common ground and are the responsibility of the Board.**

October 18, 2002

Specific Meeting to Review a Section of the By-Laws

It became apparent in recent conversations with real-estate brokers that they are emphasizing the selling of our condo units as investment property to potential future owners. Though the By-Laws does not discourage renting our units for investment purpose, an old leasing rule needs to be reviewed. Any change to the By-Laws document requires approval by the Condo Association.

The changes proposed by the Board members will allow us to better manage our existing community from short-term transient renters. We also agreed that adding these restrictions would not decrease the market value of these homes. Any existing owners renting their Unit presently would have a year to modify their leasing strategies if necessary.

The word changes proposed are as follows:

Declaration of Cheshire Meadows Condominium – Exhibit A

Section 7.3 Leasing Restrictions

Present wording:

No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than four (4) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner...

New wording:

No Unit shall be rented for transient or hotel purposes or in any event for a leasing period of less than twelve (12) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner...

The Board unanimously agreed to pursue the above changes and bring it to a vote by the whole Condo Association as deemed appropriate by the By-Laws. **We would appreciate each Unit owner please send in the attached ballot with their month's dues otherwise no later than November 9th.**

November 5, 2002

By-Laws Modification:

The voting period for voting on the by-laws on Leasing Restrictions concluded on November 9th. Those who have not voted so far can do so within 30 days as stated in the by-laws. The

Cheshire Meadows Condominium Owners Association
Special Meeting of the Board of Directors
Meeting Minutes - August 10, 2004

A Special Meeting of the Board of Directors was held in attendance: Ron Mikol, President, Nancy Clark, Treasurer, Carolyn Walker, Mary Fiztgerald, Marie Finn.

This meeting reviewed the condition of our Greenhouse Atriums. The need to take action has come from a review of various Greenhouses, which caused leaking in the exterior wall of the building. The Board completed a review of all of the options and wishes to inform owners that it has voted and accepted to take the following action.

The Board will complete a comprehensive review of all Greenhouse Atriums. This review will provide an analysis of the integrity of the exterior walls and windows to be watertight and structurally sound. The report will identify any Greenhouses found to be deficient and the Board will notify unit owners of such problems.

Voluntary Action:

In the event that any unit owner is interested in making modifications to their Greenhouse Atriums, the Board will allow such renovations to be completed solely at the expense of the unit owners. They will be allowed to change the exterior view of the Greenhouse to conform to either of two window plans approved by the Board as Plan "A" and Plan "B ". All Atriums will include roofing for the top section of the existing window. An owner will be required to seek the approval of the Board in advance of the work being performed, and that it will be the sole responsibility of the unit owner to contract such work in total, and that such work will require the Town of Kennebunk issue a Building Permit to the Unit Owner.

Involuntary Action:

In the event that any Greenhouse Atrium has been identified to be in need of repairs, to the extent that the windows have to be replaced, the Board will contract without haste such repairs. The extent of these repairs will be on an **As Needed Basis** as determined by the Inspection Report. The cost associated with these repairs is as follows.

> ***CMCOA*** will be responsible for the cost of exterior carpentry and staining, framing, insulation, trash removal and permit fees. Contract hiring will be decided for each case. The **Unit Owner** will be responsible for the direct cost of the exterior windows, which includes the roof, all interior finish work, which is to include painting, staining, drywall, finish trim, flooring and window treatments.

Plan A: Consists of two double hung or casement windows hung on each side of a fixed picture window that fills the width of the atrium opening. The height of the window comes in two sizes, full length of opening or with an 18" knee wall. An example of such window exists on the end units, second floor loft window but with three double hung windows.

Plan B: Consists of two double hung windows resembling windows in front of a unit with shutters on each side. These are mostly for the privacy of units with bedrooms atriums.

results to date passed the 67% votes necessary to modify the paragraph by a tally of 20, said yes, 1, said no, and 3 votes not received.

Unit owners concerned about existing renting strategies have one year from November 9, 2002 to comply with the new leasing restrictions.

December 3 2003

Winter Weather Notice

The Board would like to communicate what you can do to help your community, and how to make special requests.

Board's responsibilities:

We have contracted snow plowing with our landscaper for the winter months. The contract covers:

- Snow plowing of roads and parking lots for a storm accumulation of more than 2"
- Snow shoveling of walkways leading to garages and main entrances
- Snow shoveling the dumpster area
- Placement of sand barrels and replenishment
  - Two barrels are placed on the premises for excessively bad areas
- Snow removal from the premises on request by the Board
- Major special snow plowing or shoveling on request by the Board

Any Board member can handle requests from owners and renters concerning specific action needed.

Unit Owners and Renters:

The Board requests that you help by keeping your walkways safe for walking. We need you to help in the following ways:

- Buy Ice-melt bags and place them at your house and garage walkways
  - Be ready for icy conditions
- Spread Ice-melt or sand on your walkways when necessary
- Shovel your deck so you will have a safe and second exit in case of emergency

Thank you for your cooperation!

February 02, 2006

The Board voted on an extension of fines for owners who do not pay assessments when they are due. The rule is simply that the owner will pay a late fee after a 30-day grace period of $25 per month until payment is remitted. This rule is retroactive to the previous assessment that was due on November 1 in 2005.