Dunstan Crossing

DECLARATION OF DUNSTAN CROSSING CONDOMINIUM

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Dunstan Crossing

DECLARATION OF DUNSTAN CROSSING CONDOMINIUM

ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY

THIS DECLARATION OF DUNSTAN CROSSING CONDOMINIUM ("Declaration") is executed by **CHAMBERLAIN HOMES, INC.**, a Maine corporation ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

§1.1 Declaration of Condominium Property. The Declarant as the owner in fee simple of the land located in the Town of Scarborough, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (referred to as "Condominium Land Phase 1" and with any other real estate subsequently subjected to this Declaration, all collectively referred to as the "Condominium Property"), HEREBY SUBMITS Lot "I" and related rights and easements as described in Exhibit A to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as Dunstan Crossing Condominium.

The Unit Owners' Association is the Dunstan Crossing Condominium Association, a Maine nonprofit corporation (the "Association"). The Association is a member of the Dunstan Crossing Master Association, a nonprofit corporation (the "Master Association"), and the Condominium is subject to the Master Declaration of Covenants, Conditions and Restrictions dated May 17, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 119 (the "Master Covenants"). This Association is a "Neighborhood Association" within the meaning of the Master Covenants.

Initially, the Condominium consists of the Condominium Property and the initial unit known as Unit #1. As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to add real estate to the Condominium as shown on the Condominium Plat, and to physically construct and legally create Condominium Units up to a total of up to two hundred seventy (270) Condominium Units with associated Limited Common Elements.

§1.2 Applicability. This Declaration shall govern the Condominium Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Condominium Property shall be subject to this Declaration, the Master Covenants, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having any interest in or entering upon the Condominium Property at any time.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act.

for a total of up to two hundred seventy (270) Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to **Exhibit D**, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Condominium Plat and Plans.

§3.2 Description of the Units. "Unit" means a part of the Condominium Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Condominium Plat and Plans of the Condominium Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit includes the following items:

(a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways located wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);

(c) Movable portions of windows, exterior doors and garage doors providing access to the Common Elements including their locks, hardware, glass, garage door openers and screens, but excluding their frames, thresholds, sills and other fixed portions thereof;

(d) Plumbing, kitchen and bathroom fixtures, the heating and ventilating equipment, kitchen appliances, water heaters, heating and air conditioning systems if any, and components thereof serving only a single Unit, if any, even if located outside of a Unit's general boundaries;

(e) Electrical wiring, equipment outlets and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of water and sewer utility and propane lines, pipes, vents, flues, fans, and equipment serving only that Unit, even if located outside of a Unit's general boundaries;

(f) Fireplaces, flues, and the interior portions of chimneys located within the general boundaries a Unit, provided that only propane may be burned therein; and,

(g) The interiors of the basement and garage areas.

A Unit generally does not include the exterior walls, the roof, rafters and foundation walls and footings, land, the sprinkler system and related components, and any pipes, wires, conduits, meters, flues, ducts, wires, pipes, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each

Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

§3.3 Unit Boundaries. The boundaries of each Unit subsequently created under this Declaration are shown on the Condominium Plat and Plans, and shall consist of:

(a) *Horizontal Boundaries*: The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(i) Upper Horizontal Boundaries: The upper horizontal Unit boundaries are the planes at the lower surfaces of the attic floor joist lines which directly support the gypsum board of the Unit ceiling, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(ii) Lower Horizontal Boundaries:

The lower boundaries are the planes at the upper surface of the undecorated surface of the basement or garage concrete floor slab of all units with basements and/or garages, and otherwise the planes at the intersection of the upper surface of the sub-flooring with the lower surfaces of the carpeting, tiles, vinyl or other floor surfaces or of any other materials constituting any part of the finished floor surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, and, for the basement, the undecorated concrete foundation walls, all extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes*. The Unit shall include all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) *Relocation*. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.4 Allocated Interests.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this Declaration shall govern.

ARTICLE 2
DESCRIPTION OF PROPERTY

§2.1 Description of the Condominium Property. A legal description of the initial Condominium Property is set forth in **Exhibit A**. The location and dimensions of the Condominium Property are depicted on the Condominium Plat consisting of two sheets, one entitled "Dunstan Crossing Condominium Plat Land Phase I" and the second entitled "Dunstan Crossing Condominium Future Land Phase Plat Land" both dated February 12, 2007 as amended through December 22, 2008 by Sebago Technics recorded in said Registry of Deeds in Plan Book 209, Pages 3+4 reduced copies of which are attached hereto as **Exhibit B**, plus the Master Subdivision Plat identified in Exhibit A (all collectively the "Condominium Plat").

§2.2 Location and Dimensions of Buildings and Units. The term "Building" means any building erected or to be erected on the Condominium Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the initial Building and other improvements which may be erected on Lot I, including the Common Elements, are shown on the Condominium Plat.

The proposed location and dimensions of each Unit created under this Declaration together with its appurtenant Limited Common Elements are depicted on the Floor Plans entitled "Dunstan Crossing Condominium Lot "I" Floor Plans" dated December 22, 2008 by Sebago Technics and recorded in said Registry of Deeds in Plan Book 209, Page 5 (the "Plans"), reduced copies of which are attached hereto as **Exhibit C**. The location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Condominium Plat and Plans, as further appears in Article 5 below.

§2.3 Recorded Condominium Plat and Plans. The original Condominium Plat and Plans is recorded and any amendments thereto shall be recorded in the Cumberland County Registry of Deeds.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Condominium Plat, the Plans, the Bylaws of the Association, the Master Covenants, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE 3
CONDOMINIUM UNITS

§3.1 Creation of Subsequent Units. Initially one Unit is created under this Declaration. The Declarant has the right to create two hundred sixty-nine (269) additional Units

A. Condominium Association Charges. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit D**.

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by calculating (i) the sum of the number of square feet of heated, above grade living space in the Unit plus the square feet of the portions of the Common Elements abutting such space extending out to the exterior sheathing or for abutting units, the centerline of the wall separating the units relative to (ii) the total square feet of such for all Units which have then been created in the Condominium, (iii) subject to rounding in order to permit ease of administration, provided however that (iv) the percentage stated in Exhibit D (as it may be amended) shall prevail in any event. Open loft areas, below grade areas, basement and garage areas shall not be counted in calculating such percentages.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

The Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit as set forth in Section 9.6 below.

B. Master Association Assessments. With respect to amounts due to the Master Association under the Master Covenants, charges to Condominium Units created hereunder are allocated differently due to the diverse types of dwellings which are subject to the Master Covenants.

Generally Assessments and Special Assessments due the Master Association are levied equally against all legally created dwelling units subject to the Master Association with respect to which the either (i) a certificate of occupancy has been issued by the Town of Scarborough, or (ii) the Unit is in fact occupied and used for 10 or more days, specifically excluding however Units owned, occupied or used by Developer (including any successor Developer) solely for construction purposes.

Neighborhood Assessments against the Units under the Master Covenants shall be levied in accordance with the foregoing Subsection 3.4 (A) of this Declaration, which is a "Neighborhood Declaration" within the meaning of the Master Covenants.

§3.5 Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety

systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Condominium Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

3.6 Development Right to Install Optional Sunspace/Screened Improvements. Until all Units which may be created hereunder have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element deck, balcony and patio areas immediately adjoining the Unit and to improve the Limited Common Element deck, balcony and patio areas immediately adjoining the Unit by with sunspace/screened improvements in such areas attached to the outside of a Unit, which may include the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element, and for the installation of doors, windows and frames appurtenant thereto.

No assurances are given with regard to the order of exercise of this Development Right, and the exercise of this Development Right for any Unit constituting a part of the Condominium Property does not require its exercise elsewhere. Upon the improvement of the area, the Allocated Interests will not be reallocated in accordance with Section 3.4. The Declarant shall prepare and record an amendment to the Declaration and Plans to conform to the requirements of Section 1602-109 and 110 of the Condominium Act. The exercise of such rights is subject to the following limitations:

i. The improvements shall not impair the structural integrity, mechanical systems or supports of the buildings.

ii. The improvements shall be consistent with the architectural design, construction materials and quality of construction of the adjoining building;

iii. The improvements may be built only in the adjoining Limited Common Element deck, balcony and patio areas shown on the Plans as they may be amended;

iv. The Unit Owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense, maintaining a neat and attractive appearance; and

v. Only the Declarant may exercise the rights under this Section, which must be exercised no later than twenty (20) years from the date of recording of this Declaration (see Section 4.6 for Association approval rights)

Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election to maintain such improvements by an instrument duly executed and duly recorded, and thereafter may seal up passageways and/or remove the improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building. The Unit Owner shall maintain replace and repair the improvements at his sole

expense and shall insure the improvements at his expense. The Unit Owner may request the Association to perform maintenance and repairs, the expense of which shall be assessed as a Service Charge, all subject to the agreement of the Association in its discretion, which shall become binding only by a written acceptance signed by an authorized officer thereof.

ARTICLE 4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term "Common Elements" means the entire Condominium Property other than the Units, and includes:

i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all landscaping, trees, vegetation, pavement, stormwater facilities, equipment and detention ponds, parking areas and drives;

ii. The foundation walls and footings, roof, exterior walls, exterior portions of chimneys, and all structural and load bearing portions of the buildings;

iii. All utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, storm water detention systems and ponds, irrigation systems and water and sewer utility lines and facilities which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities); and

iv. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

Fuel may be supplied through a central propane tank and distribution system. The propane tank and system may be owned by the propane supplier and separately billed to each Unit pursuant to a long term supply contract with the Association.

§4.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

i. For each Unit, an exterior parking spaces and driveways as shown and assigned as Limited Common Elements on the Condominium Plat and/or Plans;

ii. The exterior deck, patio, balcony, step and porch areas shown and assigned as Limited Common Elements on the Plans;

iii. Any door steps, stoops, thresholds, doors and fixed portions of windows, doors and their frames and sills and any other fixture designed to serve a single Unit but located outside its boundary;

iv. The attic and air space above a Unit and the land and concrete slab and foundation below a Unit; and

v. the portions of the Condominium Property shown on the Condominium Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The Declarant reserves the right to create and assign additional Limited Common Elements within Common Elements to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed assigning such parking space. The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the affected Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Connection of Adjoining Units and Limited Common Areas. If the record owners of the subject Unit(s) affirmatively elect, with the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The owners shall be strictly liable for any resulting damage. At all times after such election each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Condominium Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Condominium Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such Owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their

frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building. The Unit Owner shall maintain replace and repair the improvements at his sole expense and shall insure the improvements in accordance with the Declaration at his expense. The Unit Owner may request the Association to perform maintenance and repairs and/or to obtain hazard insurance on the improvements under the Association's master insurance policy, all subject to the agreement of the Association in its discretion, which shall become binding only by a written acceptance signed by an authorized officer thereof and for the insurance coverage by a written acknowledgment from the Associations insurance carrier.

§4.5 Alteration of Common Elements by the Declarant. Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and o exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

§4.6 Easement for Sunspace/Screened Area Improvements. Following the expiration of the Declarant's Development Rights under Section 3.6 above, if the Owner of subject Unit affirmatively elects, with the written approval of the Board of Directors based on an Owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, the Unit Owner may install sunspace/screening improvements attached to the Unit in the Patio/Deck Limited Common Element area as shown on the Plans and exercise an easement in favor of each such Unit respectively running to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element, and for the installation of doors, windows and frames appurtenant thereto. The Owners shall be strictly liable for any resulting damage. The exercise of such right is subject to the following limitations, compliance with which shall be approved by the Board of Directors in their discretion prior to construction:

i. The improvements shall be of first quality, permanent construction and shall not impair the structural integrity, mechanical systems or support of the buildings;

ii. The improvements shall be compatible with the architectural design and quality of construction of the existing Buildings and other similar improvements;

vi. The improvements may be built only in the Limited Common Element locations shown on the Plans;

vii. The Unit Owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense in a neat and attractive appearance; and

iii. The improvements shall strictly comply with all fire, building codes and other governmental requirements.

The Association may require a bond or other assurances of compliance with the foregoing standards. At all times after such election each Unit Owner shall preserve and maintain the

structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Condominium Property and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election to maintain such improvements by an instrument duly executed and duly recorded, and thereafter may seal up passageways and/or remove the improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building. The Unit Owner shall maintain replace and repair the improvements at his sole expense and shall insure the improvements at his expense. The Unit Owner may request the Association to perform maintenance and repairs and/or to obtain hazard insurance on the improvements under the Association's master insurance policy, the expense of which shall be assessed as a Service Charge, all subject to the agreement of the Association in its discretion, which shall become binding only by a written acceptance signed by an authorized officer thereof and for the insurance coverage by a written acknowledgment from the Association's insurance carrier.

ARTICLE 5
DECLARANT'S RIGHTS AND PHASING

§5.1 Development Rights. The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Condominium Property, even though not depicted on the Condominium Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Condominium Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

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

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others

to visit the offices and use the Common Elements and unsold Units for construction, sales, leasing and display purposes;

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(f) Until the construction, marketing and sale of all Units and the Common Elements is completed including any future Units which may be created hereunder, to approve of the creation of easements and improvements in accordance with Sections 4.4 and 4.6 of the Declaration in accordance with the standards set forth therein;

(g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit and the Common Elements to perform warranty-related work, whether for the benefit of than Unit or any other Unit;

(h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements for public utilities running over, through or under the Common Elements;

(i) The rights to convey all streets and roads as shown on the Master Subdivision Plat to the Town of Scarborough as public streets;

(j) The rights to convey the Alleys, Parks, Open Space Land, and Master Association Land to the Master Association;

(j) The rights to convey the sewers and pump station to Scarborough Sanitary District and the water mains to Portland Water District;

(k) Those rights established under Sections 3.6 and 4.5 of the Declaration;

(l) Those rights established under the Condominium Act.

§ 5.2 PHASING. Developer reserves the right but not the obligation from the date of the recording of this Declaration:

A. Initial Condominium Land Phase. To create up to eight (8) Units and Limited Common Elements appurtenant to such Units on the land constituting the initial Condominium Land Phase as described in the attached Exhibit A, all pursuant to Section 1602-110 of the Condominium Act. Said conversion creating additional Units and Limited Common Elements may be composed of one (1) building. The projected location and approximate dimensions of the Units and Limited Common Elements for said Building are shown on the Condominium Plat and Plans. However said building, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Condominium Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO ADD AND VARY SUCH BUILDING, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the addition of such Building Phase, which may occur in such stages and in such order as the Declarant determines, it shall be fully integrated into the Condominium as if

this Declaration had been originally executed and recorded containing the additional building and the Allocated Interests of the Units shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding said Building Phase(s). All such future Units and Limited Common Elements in said Condominium Land Phase *shall be* consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to said initial Land Phase including, without limitation, the restriction to residential use.

Declarant need not add said Units or and said Limited Common Elements to the Condominium and hence said Units and Limited Common Elements NEED NOT BE BUILT. All improvements within said initial Land Phase -must be substantially completed upon the addition to the Condominium. The Declarant must exercise its right hereunder within twenty (20) years of the recording of this Declaration.

B. Future Condominium Land Phases. To add additional land, easements and rights to the Condominium, the locations and dimensions of which are shown on the Master Subdivision Plat as:

Lot "D," Lot "H" and Lot "J" as shown on Master Subdivision Plat within Project Phase II;

Lot "E" as shown on Master Subdivision Plat within Project Phase III;

Lot "O," Lot "P," Lot "Q," Lot "R," "Lot S," Lot "T," "Lot U," Lot Y" and Lot "X" as shown on Master Subdivision Plat within Project Phase IV; and

Any other parcels of land, easements and rights located within Master Subdivision Plat within Project Phases II, III and IV as collectively described in Exhibit F attached hereto, even if not specifically depicted as condominium parcels or identified above, and which may be added in whole or part from time to time, but subject to Section 5.3 below.

While it is presently anticipated that Declarant will add such Lots, Declarant reserves the right from time to time to add any portions of said land described in Exhibit F at different times and in separate portions with boundaries other than those set forth in the Condominium Plat and Exhibit F and in such order as it deems appropriate. Such land when added need not be contiguous to the then existing Condominium Property. Land other than as depicted on the Condominium Plat and described in said Exhibit F shall not be added. The Declarant may reserve additional or amended Special Declarant Rights and Development Rights at the time of the addition of such Land Phases but may not reserve the right to create more than a total of 270 residential condominium Units for the Condominium as a whole. All improvements within a future Unit must be substantially completed upon the addition to the Condominium. No more than 24 Units per acre of land may be created.

Any improvements to future Units, Limited Common Elements and Common Elements including the buildings, appurtenances, improvements, roads and drives *need not be* consistent with

the initial Land Phase and the initial building for quality of construction, the initial architectural style, layout and principal materials; the Declarant may substitute construction materials and techniques of equal or better quality and may change the architectural style. The Declarant must exercise its right hereunder within Twenty (20) years of the recording of this Declaration.

C. Upon the addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly. Following the addition of a Unit, the Declarant may subsequently create and assign additional Limited Common Elements appurtenant to a Unit.

D. To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

§5.3 Restrictions. The exercise of Development Rights shall be subject to the following restrictions:

i) No changes shall be made by the Declarant or any other person to the road, utility, drainage, storm water detention system or any other improvements located in the Common Elements (whether located on land owned in fee or easement areas) required in order to comply with the Governmental Requirements as defined in the Master Covenants, whether as shown on or set forth in the Master Subdivision Plat, Master Schematic Plans or any other approvals under the Governmental Requirements, unless such changes are first approved by all applicable governmental bodies with jurisdiction, including without limitation the Town of Scarborough and the Maine Department of Environmental Protection;

ii) The terms and conditions of the Master Covenants; and

iii) No changes shall be made to the site plan and subdivision approval by the Town of Scarborough Planning Board, reference being made to the Master Subdivision Plat recorded in the Cumberland County Registry of Deeds in Plan Book_____, Pages _____ - _____, unless any applicable approval is received pursuant to the Town of Scarborough's Land Use Ordinances to the extent applicable.

§5.4 Assignment. All or any portion of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.5 Amendment, Waiver, Etc.

ARTICLE 5 and Sections 3.5, 4.4 and 4.5 shall not be amended or waived nor shall any Bylaws or Rules and Regulations be adopted or amended which may infringe on the foregoing without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6
CONDOMINIUM ASSOCIATION

§6.1 The Association and the Master Association. The term "Association" as used in this Condominium Declaration means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Condominium Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act, the Master Covenants and the Maine Non Profit Corporation Act.

§6.2 The Master Association. The Association is a member of the Dunstan Crossing Master Association, a nonprofit corporation (the "Master Association"), and following the expiration of the Declarant Control Period, the directors of the Association shall appoint the Voting Representatives of the Association to the Master Association and such Directors of the Master Association as the Association is entitled to elect, as further appears in the Master Covenants.

Each Unit is also subject to a lien in favor of the Master Association for Assessments, Special Assessments and Service Charges under the Master Covenants, allocated equally among all Units.

With the approval of the Association's Board of Directors any of the powers and duties of the Association may be delegated to the Master Association, which may exercise those powers and perform those duties on behalf of the Association, all as set forth in the Master Covenants. Upon request of the Association, the Master Association may assume all or a portion of such responsibilities of the Association set out in this Declaration, the Master Covenants or any amendments thereto. In such event, all direct and indirect costs thereof shall be assessed by the Master Association against the Units in this Condominium as a Common Charge allocated in accordance with this Declaration.

If in the reasonable opinion of the Master Association's Board, the level and quality of maintenance, repair, services or insurance then being provided by this Association is unsafe or is not in keeping with the standard of the Master Covenants and such condition is not cured upon reasonable written notice of default, the Master Association Board of Directors may, in its discretion, assume such maintenance, service or insurance responsibilities as it deems necessary, in the Master Association Board of Directors 's reasonable discretion, without the necessity of this Association's vote or approval, and allocate the direct and indirect expenses thereof as a Neighborhood Assessment under the Master Covenants. The Master Association shall afford this Association reasonable notice and an opportunity to cure any deficiencies prior to assuming such responsibility.

§6.3 Board of Directors Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, in this Declaration or the Master Covenants, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the 270 Units which may be created hereunder, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, and to appoint and remove the Master Association's Voting Representatives and Directors to be designated by the Association without the necessity of obtaining resignations. The directors and Voting Representatives appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than eleven (11) natural persons, the exact number of which shall be established by the Bylaws of the Association. A majority of the members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant appointed members of the Board of Directors to the Unit Owners and the new Board of Director's rights to appoint Voting Representative and Directors to the Master Association generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units which may be created hereunder to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

§6.4 Bylaws. The initial bylaws of the Association are attached hereto as **Exhibit E**.

§6.5 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws, the Master Covenants, and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors, subject to the rights of the Declarant to veto such Rules and Regulations during the Declarant Control Period and subject to the Master Covenants. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit and to the Master Association promptly after the adoption thereof, and they shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Condominium Property.

ARTICLE 7
COMMON CHARGES AND ASSESSMENTS

§7.1 Common Expenses and Service Charges. The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, the Master Covenants or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Condominium Property and the rendering to Unit Owners of all related services, and regular Assessments, Special Assessments, Neighborhood Assessments and service charges due to the Master Association under the Master Covenants.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed against the Units to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units, as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then all Units shall pay such expenses in accordance with their Common Expense Liabilities.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which area assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws, which may include without limitation service charges from the Master Association under the Master Covenants.

All expenses for the administration, operation, maintenance and repair of the condominium and the Condominium Property shall be borne by the Unit Owners, by means of assessments as set forth herein and by all other Owners liable in accordance with this Declaration and the Master Covenants.

§7.2 Allocation and Payment of Assessments of Common Expenses. The total amount of common expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determine that a Limited Common Expense benefits more than a single Unit in a manner which is uniquely disproportionate in relation to other Units, then such Limited Common Expense may be assessed solely against the benefited Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense exclusively benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services, and, if separately metered, water and sewer, and propane if supplied by a central system and not billed directly to the Unit by the supplier, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. The expenses of electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to sub-meter and then separately charge for water and sewer services and propane supplied to the Units as Service Charges. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems and/or central propane systems may be assessed either as a Common Expense or as a Service Charge. The expense of water and sewer services for the Common Areas may be assessed as a Common Expense or as a Service Charge at the election of the Board of Directors.

(d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of

collection and enforcement including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration, Bylaws and the Rules and Regulations.

Each Unit is also subject to a lien in favor of the Master Association for Assessments, Special Assessments, Neighborhood Assessments and Service Charges under the Master Covenants, allocated equally among all Units. If both Associations have liens for Assessments and Service Charges created at any time, those liens have equal priority, allocated in proportion to their respective balances. Any one Association may unilaterally enforce its lien provided that the proceeds of foreclosure and sale are shared accordingly.

§7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, members of his family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer and/or other utility services and equipment, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of public utility charges for water and sewer services and of associated equipment maintenance and repair and reasonable reserve allowances, if not separately metered and billed by the public utility supplier, may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge. The expense of water and sewer services for the Common Elements may be assessed as a common expense or as a service charge at the election of the Board of Directors.

(iii) Fuel may be supplied through a central propane tank and distribution system. The propane tank and system may be owned by the propane supplier and the cost of fuel separately billed to each Unit pursuant to a long term supply contract with the Association.

(iv) Insurance premiums for permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier, with the approval of the Board of Directors.

§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

(a) Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth ($1/12^{th}$) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof. The Board of Directors may elect to have the Master Association collect all amounts due to the Association and administer the finances of the Association and the Condominium Property.

If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the

Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Where both the Association and the Master Association have liens for Common Charges, Assessments and Service Charges created at any time, those liens have equal priority, allocated in proportion to their respective balances. Any one association may unilaterally enforce its lien in the name of both associations, provided that the proceeds of foreclosure and sale and the expenses thereof are shared accordingly.

(d) Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

§7.5 Liability. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors,. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest, late fees and costs of collection accruing thereafter.

§7.6 Budget. The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners.

§7.7 Working Capital Fund and other Charges. The Declarant shall establish a segregated working capital fund for the Association equal to two (2) months Common Charges per Unit, to be paid by each Unit purchaser to the Association at the time of the initial transfer of title by the Declarant to the purchaser. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. Such funds shall be used for such purposes as may be established by the Board of Directors from time to time, including without limitation funding repairs, improvements, reserves and operating deficits.

An amount equal to two (2) months Common Charges per Unit shall be paid by each purchaser at the time of each subsequent sale of a Unit, excluding transfers made as gifts for no consideration or mortgage foreclosures or deeds to a mortgagee in lieu of foreclosure.

In addition, each Unit Owners shall pay the Master Association such amounts as may be established by the Master Association as a reserves/working capital fund for the Association equal to four (4) months common charges per Unit, to be paid by each Unit purchaser at the initial transfer of title by the Declarant to the purchaser, paid to the Master Association.

No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

§7.8 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

ARTICLE 8
MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107(a) of the Condominium Act except as otherwise provided herein.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, snowplowing, area lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge. Unit Owners shall be responsible for the maintenance of any screened porch or sunspace improvements made under Sections 3.6 or 4.6 in good condition and repair

The Board of Directors of the Association may elect to delegate the performance of maintenance, repairs and replacements of the Common Elements to the Master Association in accordance with the Master Covenants.

§8.3 Maintenance of Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors.

The Association may assess the costs of maintenance, repair and replacement of the Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely and disproportionately for the benefit of such Unit(s) only, measured relation to all other expenses and common charge liabilities, as determined by the Board of Directors. If such repair or replacement of the Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Provided however that each Unit Owner shall provide the ordinary cleaning of the interior and exterior glass surfaces of door and window glass, and the removal of snow and ice from the balcony, patio and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to provide such services and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

§8.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit.

The Unit Owner shall maintain the interior surfaces of windows and exterior doors forming a part of the Unit, including periodic washing of the inside and outside of glass surfaces, the repair of broken glass, and the maintenance and repair of locks and hinges, but the Association shall provide all other maintenance repairs and replacements to the exterior non-glass portions of windows and exterior doors even if defined as a part of the Unit.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the amount of the Association's insurance deductible (or such other amount established by the Rules and Regulations) and for (ii) uninsured

damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner.

§8.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit Owner.

§8.6 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than as a single family residence, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries. Provided however that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant, including without limitation promotional, marketing or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or any in the Common Elements that will increase the rate of insurance for the Condominium Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling.

(c) *Nuisance/Hazard.* No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements.

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Condominium Property.

(d) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a

Unit, subject to additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors.

Pet owners shall promptly clean up the droppings left by their pets.

The Association shall have the power to further regulate the keeping of pets and animals under the Rules and Regulations of the Association as promulgated or amended from time to time.

Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Condominium Property.

(h) *Fire Safety and Noise Control.* No person shall impair nor remove or alter the any acoustical, sound-deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities. No person shall alter the sprinkler systems, if any.

(g) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors and in compliance with the requirements of the Town of Scarborough. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

(h) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances may not be installed in a Unit without the prior written consent of the Board of Directors.

(i) *Governmental Requirements.* All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Scarborough. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

§8.7 Use of Common Elements. Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles and Parking.* Only passenger vehicles and trucks with a gross vehicle weight of less than 8,000 pounds may be kept or stored on the Condominium Property, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Condominium Property, except within the parking areas and on the streets as shown on the Condominium Plat.

Motor vehicles may only be parked and stored in accordance with the Rules and Regulations, and the Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate motorized vehicles.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements.

The Board of Directors may its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents or the Governing Documents.

The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors.

(e) *Responsibility.* Neither the Board of Directors, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(f) *Buffer Wetland Areas.* The use of the wetlands depicted on the Condominium Plat is governed by the Declaration of Covenants and in the Natural Resource Protection Act Permit ("Permit") issued by the Maine Department of Environmental Protection referenced in Exhibit A, and reference should be made to the Permit for the restrictions set forth therein, and to the

restrictions which may be established by the municipality. There are penalties for violation of restrictions.

§8.8 Leasing.

A. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease for a period of not less than six (6) months which contains the following provisions:

(i) The tenant and all other occupants must comply with the Declaration, these Bylaws, and Rules and Regulations;

(ii) The tenant failure to comply constitutes a default under the lease;

(iii) 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 Unit owner after Thirty (30) days' prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease, and

(iv) In the event that the payment of Common Charges and/or Service Charges or other amounts due to the Association becomes more than 30 days past due, the Association may require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of Common Charges and other fees due. The Unit owner shall have ten days after such notice is sent to file any objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

Any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the Board of Directors.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other

remedies which it may have, the Association may notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within a reasonable time after such notice in the judgment of the Directors.

If such violation(s) is(are) not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Owner fails to so act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Owners and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of Service Charges and common charge assessments.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

ARTICLE 9
EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

§9.3 Association and Board of Directors Access. Upon such notice as may be reasonable at the time, the Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or

regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§9.5 Ancillary Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, shall not adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 10
RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

§10.2 Identification of Mortgagee. Upon request, Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued 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 in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

vii. The merger or consolidation of the Condominium with another condominium;

viii. The conveyance or subjection to a security interest of any portion of the Common Elements; and

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Condominium Property.

x. Such other events specified in the Condominium Act.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, an Eligible Mortgagee shall have the right but not the obligation in place of the unit owner to cast the votes allocated to that unit or give or withhold any consent required of the unit owner for such action by delivering written notice to the association with a copy to the unit owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the unit owner from exercising such right. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;

iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;

iv. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vii. Convertibility of Units into Common Elements or vice versa;

viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

ix. Hazard insurance or fidelity bond requirements;

x. Imposition of any restrictions on the leasing of Units;

xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;

xiii. Restoration or repair of the Condominium Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-Seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

§10.6 Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11
INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association, shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available.

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Condominium Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§11.2 Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect a broad "special form" fire and casualty insurance policy covering the Condominium Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Condominium Property including the Common Elements, the Limited Common Elements Units, and the fixtures, supplies and common personal property belonging to the Association , *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Condominium Property (exclusive of the land, excavations, foundations and other similar items customarily excluded

from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of $10,000 or one (1) percent of the policy's face amount. Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his Unit in the insurance deductible amount (as such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time) not covered by the insurance; the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the insurance deductible. Such casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 11.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the owners or any persons acting under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section 11.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his Unit;

if the Unit owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Condominium Property. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;

iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;

v. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

§11.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

(i) To the extent reasonably available, "directors and officers'" liability insurance, to satisfy the indemnification obligations of the Association;

(ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

(iii) Flood insurance if any or all of the Condominium Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Condominium Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of $5,000 or one percent (1.00%) of the policy face amount; and

(iv) Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

§11.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Separate Insurance. Each Unit Owner should obtain at his own expense, a personal condominium insurance policy (namely form type HO-6 as established by Insurance Services Office, Inc.) for damage to his Unit and personal property for his own benefit and for his personal liability as well as upon any improvements made by him to his Unit or the Limited Common Elements under coverage normally called "improvements and betterments coverage;"

provided, however, that no Unit Owner shall maintain such insurance coverage which would decrease the amount which the Association may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Neither the Association nor its officers, directors or managers have any obligation to monitor whether an Owner has maintained such insurance coverage.

Each Unit Owner shall notify the Board of Directors in writing of all improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise agreed to by vote of the Board of Directors.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12
DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of the Condominium Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

i. The Condominium is terminated;

ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or limited common area which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense, provided that Unit Owners shall be responsible for the insurance deductible for damage to their Units or such greater amount established by the Rules and Regulations adopted from time to time by the Board of Directors.

§12.2 Application of Insurance Proceeds. If the entire Condominium Property is not completely repaired or replaced:

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; and

iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a Unit is under construction prior to the creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on such Unit and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

§12.3 Utility Services/Limitation of Liability. Except to the extent otherwise required by law, the Association shall not be liable for the failure of water supply, sewage disposal systems, drainage, electricity, telephone, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle from another Unit or any portion of the Common Elements or Limited Common Elements or any roof, wire, pipe, drain, conduit, appliance or equipment, even if due to the alleged fault or negligence of the Association.

The Association shall not be liable to the owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements, even if due to the alleged fault or negligence of the Association.

No set-off, diminution or abatement of assessments for common expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or

from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 13
TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least ninety percent (90%) of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Condominium Property to the Condominium Act.

§13.2 Effect of Termination. Upon removal of the Condominium Property from the Condominium Act, the Unit Owners shall hold the Condominium Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14.
EMINENT DOMAIN.

§14.1 Acquisition of Unit(s). If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires

comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 15
AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain U 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) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Condominium Plats and the Plans may be amended as follows:

(a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

(i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.

(ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either by the Board of Directors or by Unit Owners holding at least twenty (20) percent of

the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.

(ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

(iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. 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 shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16
GENERAL PROVISIONS

§16.1 Enforcement. A failure to comply with this Declaration, the Bylaws and the Rules and Regulations adopted by the shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Governing Documents, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (d) enter the Unit or Common Elements in

which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law or the Governing Documents. Upon any violation or failure to pay in accordance with or to comply with the Governing Documents, the Association shall be entitled to recover reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of this Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Condominium Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts 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.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

§16.9 Disputes with Declarant and Arbitration. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors 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 Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

ARTICLE 17
NOTICES

§17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of December 22, 2008.

CHAMBERLAIN CONSTRUCTION, INC.

Witness

By: R Elliott Chamberlain
R. Elliott Chamberlain, its President

STATE OF MAINE
Cumberland, ss

December 22, 2008

Then personally appeared before me the above-named R. Elliott Chamberlain in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said corporation.

Before me,

Notary Public/Maine Attorney at Law
Name: Lawrence R. Clough

Exhibit A	Legal Description of Land
Exhibit B	Condominium Plat
Exhibit C	Condominium Floor Plans
Exhibit D	Allocated Interests
Exhibit E	Condominium Association Bylaws
Exhibit F	Future Land Phases

DUNSTAN CROSSING CONDOMINIUM
LIMITED JOINDER AND AGREEMENT OF LENDER

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national bank acting through its division known as **FIRST HORIZON HOME LOANS** ("Lender"), holder of OPEN-END CONSTRUCTION MORTGAGE DEED AND SECURITY AGREEMENT from **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Borrower") dated August 2, 2007 as recorded in the Cumberland County Registry of Deeds in Book 25370, Page 223 and any accompanying financing statements filed with the Maine Secretary of State (hereinafter "Mortgage") covering certain real and personal property located in the Town of **Scarborough, County of Cumberland, Maine**,

Hereby confirms its consent to and joins with Borrower submitting the land, buildings, improvements and rights appurtenant thereto to the Maine Condominium Act 33 M.R.S.A Chapter 31 as amended, all as described in the Declaration of Dunstan Crossing Condominium dated December 22, 2008 recorded or to be recorded in said Registry of Deeds, and as shown on the condominium plats and plans recorded or to be recorded in said Registry of Deeds identified as follows: Condominium Plat entitled " Dunstan Crossing Condominium Plat" dated February 12, 2007 as amended through December 22, 2008 consisting of sheets 1 and 2 by Sebago Technics; and the Floor Plans entitled "Dunstan Crossing Condominium" respectively, and all being subject to the lien of the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as Mortgagee and Secured Party, the Declarant or to impose on it any of the obligations or liabilities of the Borrower as the Declarant under said Declaration as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage, that it will recognize the actions taken under said Declaration of Condominium pursuant to the provisions of the Maine Condominium Act, being Title 33, Chapter 31, Sections 1601-101, et seq., of the Revised Statutes of Maine, as amended.

WITNESS its hand and seal as of December 29th, 2008.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, acting through its division FIRST HORIZON HOME LOANS

Witness

By: _____, its SVP

STATE OF VIRGINIA
FAIRFAX CTY, SS.

December 29, 2008

Then personally appeared the above named Alan Drewer in his/her said capacity and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said national bank,

Before me,

Laura M Chase

Notary Public #7036595

Name: Laura M. Chase

LAURA M. CHASE NOTARY PUBLIC MY COMMISSION EXPIRES 1/31/10 COMMONWEALTH OF VIRGINIA

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12/23/2008 12:59:00 PM

DUNSTAN CROSSING CONDOMINIUM
LIMITED JOINDER AND AGREEMENT OF LENDER

SAVINGS BANK OF MAINE, a Maine bank being successor by merger to Rivergreen Bank ("Bank"), holder of a Mortgage and Security Agreement from **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Borrower") dated January 26, 2007 as recorded in the Cumberland County Registry of Deeds in Book 24792, Page 161 and accompanying financing statements filed with the Maine Secretary of State (hereinafter "Mortgage") covering certain real and personal property located in the Town of **Scarborough, County of Cumberland, Maine**,

Hereby confirms its consent to and joins with Borrower submitting the land, buildings, improvements and rights appurtenant thereto to the Maine Condominium Act 33 M.R.S.A Chapter 31 as amended, all as described in the Declaration of Dunstan Crossing Condominium dated December 22, 2008 recorded or to be recorded in said Registry of Deeds, and as shown on the condominium plats and plans recorded or to be recorded in said Registry of Deeds identified as follows: Condominium Plat entitled " Dunstan Crossing Condominium Plat" dated February 12, 2007 as amended through December 22, 2008 consisting of sheets 1 and 2 by Sebago Technics; and the Floor Plans entitled "Dunstan Crossing Condominium" respectively, and all being subject to the lien of the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as Mortgagee and Secured Party, the Declarant or to impose on it any of the obligations or liabilities of the Borrower as the Declarant under said Declaration as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage, that it will recognize the actions taken under said Declaration of Condominium pursuant to the provisions of the Maine Condominium Act, being Title 33, Chapter 31, Sections 1601-101, et seq., of the Revised Statutes of Maine, as amended.

WITNESS its hand and seal as of December 30, 2008.

WITNESS its hand and seal on December 30, 2008.

SAVINGS BANK OF MAINE

Joan M. Adams
Witness

By: _____
Jennifer Arps, its Vice President

STATE OF MAINE
York, SS. Dec 30, 2008

Then personally appeared the above named Jennifer Apps in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said bank,

Before me,

Bonnie Sylvestre
Notary Public /Attorney at law
Name: Bonnie Sylvestre

SEAL

BONNIE SYLVESTRE
Notary Public - State of Maine
My Commission Expires May 9, 2015

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12/30/2008 11:08:00 AM

DUNSTAN CROSSING CONDOMINIUM
LIMITED JOINDER AND AGREEMENT OF LENDER

RAYNAN PROPERTIES LLC, a Maine limited liability company ("Lender"), holder of a Mortgage, Security Agreement, and Financing Statement from **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Borrower") dated January 24, 2007 as recorded in the Cumberland County Registry of Deeds in Book 24792, Page 213 and any accompanying financing statements filed with the Maine Secretary of State (hereinafter "Mortgage") covering certain real and personal property located in the Town of **Scarborough, County of Cumberland, Maine,**

Hereby confirms its consent to and joins with Borrower submitting the land, buildings, improvements and rights appurtenant thereto to the Maine Condominium Act 33 M.R.S.A Chapter 31 as amended, all as described in the Declaration of Dunstan Crossing Condominium dated December 22, 2008 recorded or to be recorded in said Registry of Deeds, and as shown on the condominium plats and plans recorded or to be recorded in said Registry of Deeds identified as follows: Condominium Plat entitled " Dunstan Crossing Condominium Plat" dated February 12, 2007 as amended through December 22, 2008 consisting of sheets 1 and 2 by Sebago Technics; and the Floor Plans entitled "Dunstan Crossing Condominium" respectively, and all being subject to the lien of the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as Mortgagee and Secured Party, the Declarant or to impose on it any of the obligations or liabilities of the Borrower as the Declarant under said Declaration as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage, that it will recognize the actions taken under said Declaration of Condominium pursuant to the provisions of the Maine Condominium Act, being Title 33, Chapter 31, Sections 1601-101, et seq., of the Revised Statutes of Maine, as amended.

WITNESS its hand and seal as of December 24, 2008.

RAYNAN PROPERTIES LLC

Witness

By: John Chamberlain
John Chamberlain, its Manager

STATE OF MAINE
CUMBERLAND, SS.

12-30, 2008

Then personally appeared the above named John Chamberlain in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company,

Before me,

Felicia E. Gavett
Notary Public /~~Attorney at law~~
Name: Felicia E. Gavett

LMTD JOINDER Dunstan Crossing Condo Raynan.DOC
12/24/2008 8:27:00 AM

FELICIA E. GAVETT
Notary Public, Maine
My Commission Expires May 12, 2012

SEAL

Exhibit A
Legal Description of Land in Condominium Land Phase 1
(also known as "Lot I")

A certain lot or parcel of land situated on the southeasterly side of Waldron Drive (previously to have been known as "Moulton Drive"), southwesterly and northeasterly of Colonel Dow Drive and northwesterly of Alley 4, in the Town of Scarborough, County of Cumberland and State of Maine and being "Lot I" as shown on the First Amended Subdivision Plan of Dunstan Crossing for Raynan Properties LLC & Dunstan Properties, LLC by Sebago Technics, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Pages 234 - 238 (the "Master Subdivision Plat"), being further bounded and described as follows:

Beginning at a monument to be set at the intersection of the southeasterly side of Waldron Drive and the southwesterly side of Colonel Dow Drive as shown on the Master Subdivision Plat (previously to have been known as "Waterhouse Drive"), being on the northerly line of the Condominium Property;

Thence South 75°- 58'- 52" East by and along Colonel Dow Drive, a distance of 71.21 feet to a 5/8-inch capped rebar to be set at the intersection with Alley 4 as shown on the Master Subdivision Plat;

Thence by and along a curve to the right with a radius of 10.00 feet, a length of 16.01 feet, having a chord of South 30°- 07'- 15" East a distance of 14.35 feet to a 5/8-inch capped rebar to be set at a point of tangency;

Thence South 15° - 44'- 23" West by and along Alley 4, a distance of 244.21 feet to a 5/8-inch capped rebar to be set at a point of tangency;

Thence by and along a curve to the right with a radius of 10.00, a length of 15.46 feet, having a chord of South 60°- 00'- 55" West 13.96 feet to a 5/8-inch capped rebar to be set at another intersection with Colonel Dow Drive;

Thence North 75°- 42'- 32" West by and along Colonel Dow Drive, a distance of 72.81 feet to a monument to be set at a point of curvature on the southeasterly side of Waldron Drive;

Thence by and along a curve to the right with a radius of 10.00 feet, a length of 15.41 feet, having a chord of South 59°- 52'- 45" West a distance of 13.93 feet to a monument to be set at a point of reverse curvature;

Thence by and along a curve to the left with a radius of 193.50 feet, a length of 24.37 feet, having a chord of North 19°- 20'- 52" East a distance of 24.35 feet to a monument to be set at a point of tangency;

Thence North 15°- 44'- 23" East by and along the southeasterly side of Waldron Drive, a distance of 218.35 feet to a monument to be set at a point of curvature;

Thence by and along a curve to the right with a radius of 10.00 feet, a length of 15.41 feet, having a chord of North 59°- 52'- 45" East 13.93 feet to the POINT OF BEGINNING.

Meaning and intending to describe all of "Lot I" located in Phase I as shown on said Master Subdivision Plat, containing approximately 24,020 square feet. Bearings are based on Grid North.

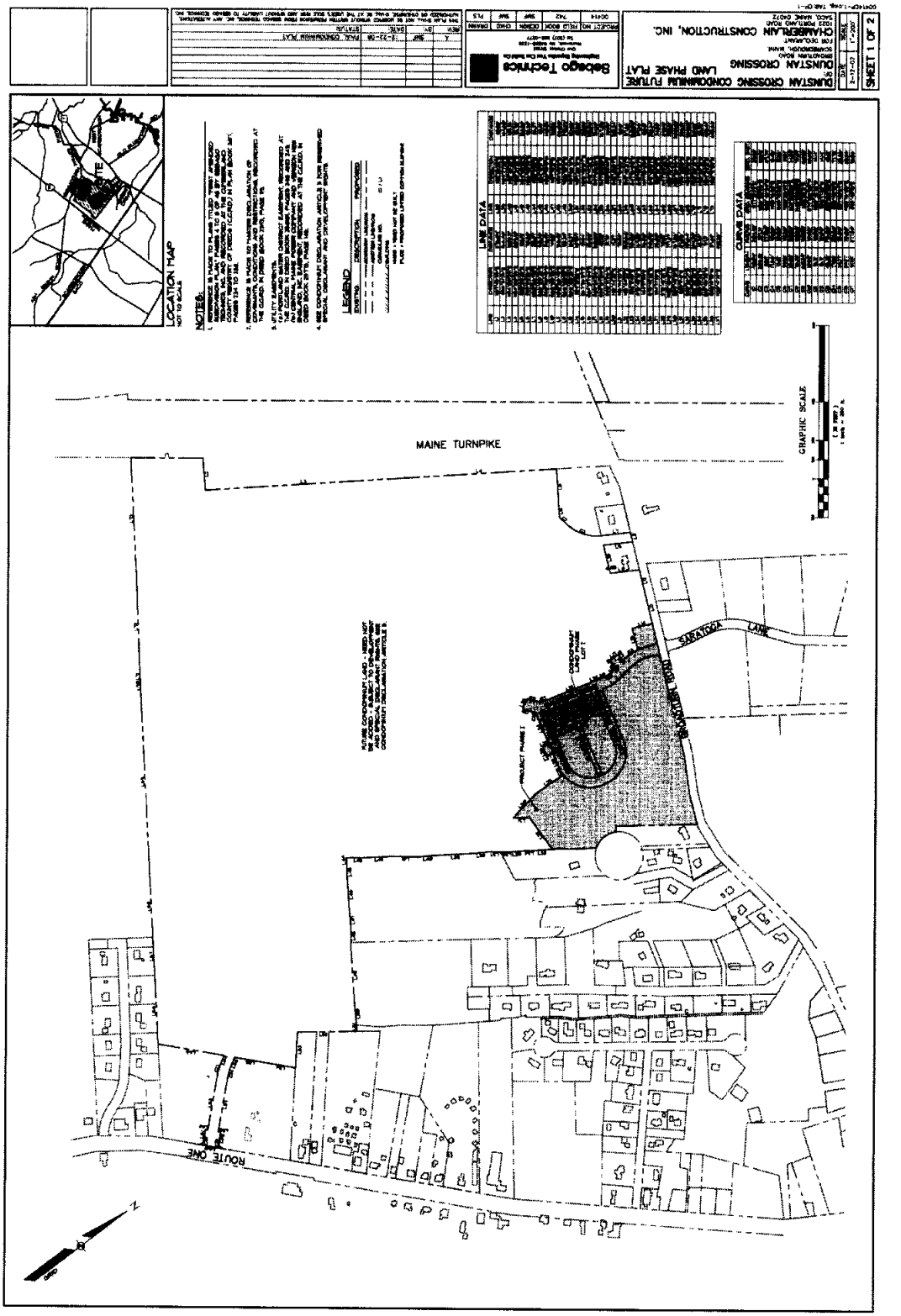
SUBJECT TO and TOGETHER WITH THE BENEFIT OF: (i) Dunstan Crossing Master Covenants of Covenant, Conditions and Restrictions dated May 17, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 119 (the "Master Covenants") and the easements, rights, covenant and obligations set forth therein, (ii) those matters and notes shown or referenced on the Master Subdivision Plat, (iii) the terms of the Site Location of Development and Natural Resources Act Permit issued by the Maine Department of Environmental Protection dated October 10, 2007 and recorded in said Registry of Deeds in Book 24521, Page 144 as amended of record, (iv) rights and easements of Raynan Properties LLC as reserved in a deed to Chamberlain Construction, Inc. dated January 24, 2007 and recorded in said Registry of Deeds in Book 24792, Page 155 (the "Phase I Deed").

EXCEPTING AND RESERVING the fee title to Waldron Drive, Colonel Dow Drive and Alley 4 as shown on the Master Subdivision Plat.

EXCEPTING AND RESERVING in favor of the Declarant and Raynan Properties, LLC, their respective successors and assigns, for the benefit of other property located in Phase I and of other properties located in Phases II, III and IV as shown on the Master Subdivision Plat, all in accordance with the Master Covenants and the Phase I Deed, a perpetual easement in common with others for access by motor vehicle and foot over Waldron Drive, Alleys 4 and 5, and Colonel Dow Drive as shown on the Master Subdivision Plat and the Condominium Plat, and to connect to and install, maintain, repair and replace underground utility lines, pipes, conduits, pumps and facilities, provided any damage caused by such actions, and that all benefited owners shall contribute to the expenses of maintenance and repair of road and utility facilities in accordance with the Master Covenants, if applicable, to the benefited lands and otherwise in common use in proportion to the number of completed dwelling units entitled to the use thereof

Subject to an easement to Verizon New England and Central Maine Power Company from Chamberlain Construction, Inc. dated September 19, 2007 and recorded in said Registry of Deeds in Book 25775, page 145.

Exhibit B Condominium Plat



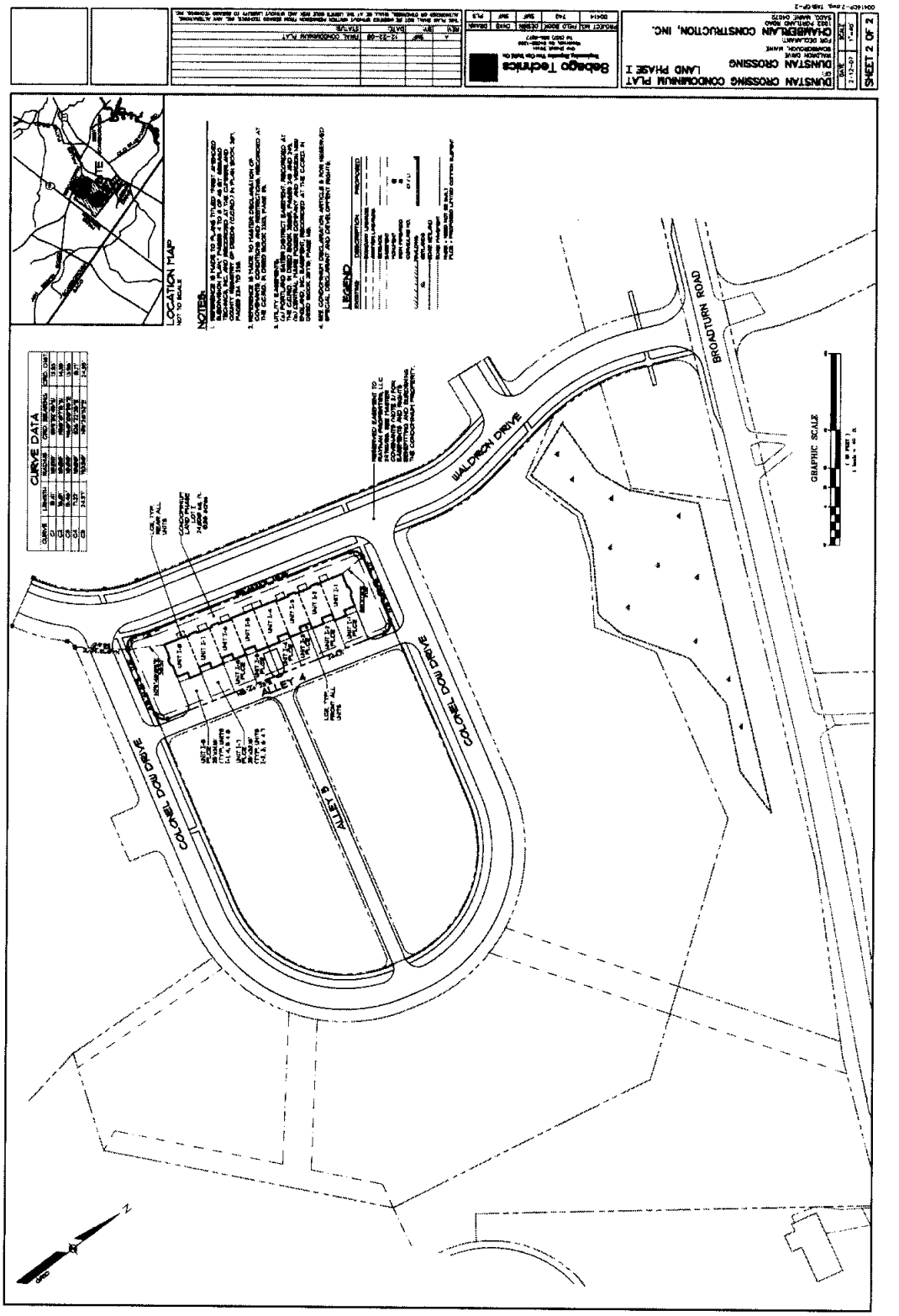

DUNSTAN CROSSING CONDOMINIUM PLAT
LAND PHASE 1
DUNSTAN CROSSING
CHAMBERLAIN CONSTRUCTION, INC.
SHEET 2 OF 2
LOCATION MAP
NOTES:
LEGEND
CURVE DATA
GRAPHIC SCALE
WALDRON DRIVE
BROADTURN ROAD
COLONEL DOW DRIVE
ALLEY 4
ALLEY 5

Exhibit C Condominium Floor Plans

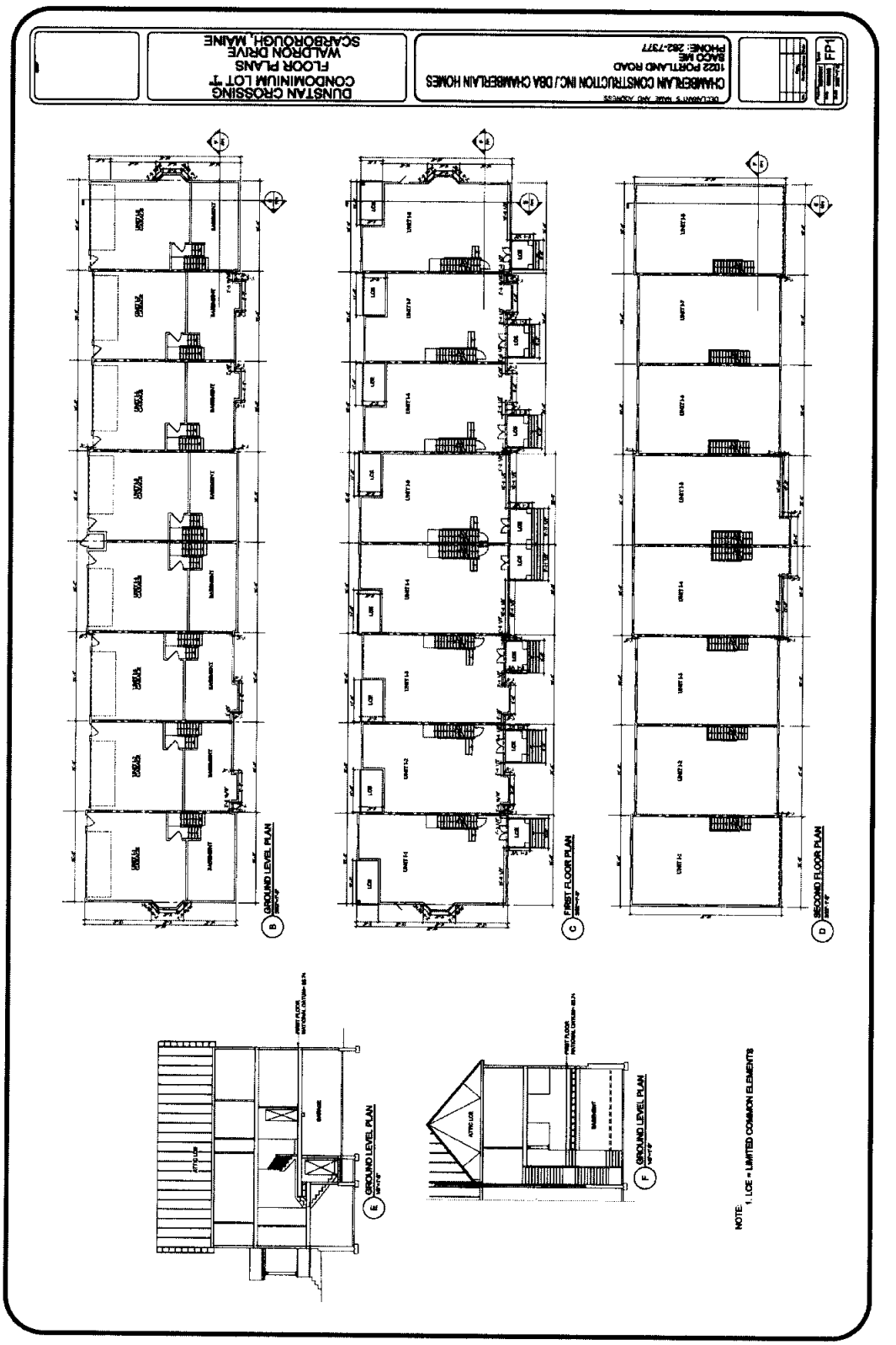


Exhibit D Condominium Allocated Interests

Unit #	# Votes	% Interest in Common Elements	Condominium % Common Expense Liability
1	1	100%	100%
Total	**1**	**100%**	**100%**

Condominium. Pursuant to Section 3.4 of this Condominium Declaration the percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by calculating (i) the sum of the number of square feet of heated, above grade living space in the Unit plus the square feet of the portions of the Common Elements abutting such space extending out to the exterior sheathing or for abutting units, the centerline of the wall separating the units relative to (ii) the total square feet of such for all Units which have then been created in the Condominium, (iii) subject to rounding in order to permit ease of administration, provided however that (iv) the percentage stated in Exhibit D (as it may be amended) shall prevail in any event. Open loft areas, below grade areas, basement and garage areas shall not be counted in calculating such percentages.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit in the Condominium Association to permit equality among Units.

The Condominium Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit as set forth in Section 9.6 below.

Master Association. Note, with respect to amounts due to the Master Association under the Master Covenants, charges to Condominium Units created hereunder are allocated differently due to the diverse types of dwellings which are subject to the Master Covenants. Generally Assessments and Special Assessments due the Master Association are levied equally against all legally created dwelling units subject to the Master Association with respect to which the either (i) a certificate of occupancy has been issued by the Town of Scarborough, or (ii) the Unit is in fact occupied and used for 10 or more days, specifically excluding however Units owned, occupied or used by Developer (including any successor Developer) solely for construction purposes.

BYLAWS OF DUNSTAN CROSSING CONDOMINIUM ASSOCIATION

ARTICLE I.
CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as the Dunstan Crossing Condominium (the "Condominium") located in the Town of Scarborough, Maine to the Maine Condominium Act pursuant to the Dunstan Crossing Condominium Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is the Dunstan Crossing Condominium Association (the "Association").

The term "Property" as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Common Areas, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

The Property is also subject to the Dunstan Crossing Master Covenants of Covenant, Conditions and Restrictions dated May 17, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 119 (the "Master Covenants") further establishing the rights and obligations of the Dunstan Crossing Master Association (the "Master Association"). This Association is a "Neighborhood Association" within the meaning of the Master Covenants.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration or the Master Covenants.

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

Section 1.03 Office. The principal office of the Association shall be located at the Condominium.

Section 1.04 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of the Declaration shall govern.

ARTICLE II.
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish a non-profit corporation pursuant to the Declaration and the Maine Non Profit Corporation and the Maine Condominium Act for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration; and

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



A. Adopt and amend Bylaws and Rules and Regulations;

B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit owners;

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

D. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit owner for such purposes;

E. Make contracts and incur liabilities;

F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit owners affected;

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

H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

I. Grant easements, leases, concessions, and licenses for public utilities servicing or benefiting the Property through or over the Common Elements;

J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;

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

L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Charges and assessments or resale certificates furnished in accordance with the Maine Condominium Act;

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

N. Pledge, assign and grant a security interest covering special assessments made for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote of the members;

O. Elect the Voting Representatives to and participated in the Master Association in accordance with the Master Covenants;

P. Delegate to the Master Association all or a portion of the maintenance, fiscal and other activities of the Association set forth in these Bylaws, the Declaration, the Master Covenants

or otherwise, and to allow all direct and indirect costs thereof to be assessed by the Master Association against the Units allocated in accordance with the Condominium Declaration, the Master Covenants and Section 1602-120 of the Maine Condominium Act;

Q. Exercise any other powers conferred by the Master Covenants, the Declaration or these Bylaws;

R. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of the Master Covenants, these Bylaws, the Declaration and the Maine Non Profit Corporation Act and the Maine Condominium Act.

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

ARTICLE III.
ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit owner shall terminate upon the conveyance, transfer or other disposition of his interest in the Unit accomplished in accordance with the Declaration, whereupon his membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the members shall be held annually each successive year on the first Sunday of May, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of Forty percent (40%) or more in voting interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of the proposed declaration or bylaw amendment, any budget charges and any proposal to remove an officer or director)

shall be sent by the President or Secretary or Assistant Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each Eligible Mortgage Holder if and as required by the Declaration:

A. By hand delivering it to him, or

B. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

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

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

A. Roll call.

B. Proof of notice of meeting or waiver of notice.

C. Review and approval of the minutes of preceding meeting.

D. Reports of Officers.

E. Report of Board of Directors.

F. Report of committees.

G. Election of the Board of Directors.

H. Unfinished business.

I. New business.

J. Adjournment.

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

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

The Members present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

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

C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly executed by a Unit owner and filed with the Secretary. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

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

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

F. Each Unit shall have the percentage vote in the Association specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Unit owners are present.

H. Upon reasonable advance notice, Members may attend any meeting of the Association via a telephonic speakerphone at which they may hear and be heard by other members, but members wishing to attend in this manner shall be responsible for the costs of providing speakerphone services. The Association shall provide reasonable cooperation in arranging such services. The President's decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that

given at the meeting if adjourned to a date which is less than 30 days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When a meeting is adjourned, for whatever reason, for 30 days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the corporation may transact any business that might have been transacted at the meeting at which the adjournment was taken.

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

ARTICLE IV.
BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors initially appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect nine (9) directors, five (5) for a term of two (2) years and the remainder for a term of one (1) year; a majority of such directors shall be an occupant of a Unit, or the owner or the spouse of an owner of a Unit, or if a Unit owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. The number of directors shall equal the number of Units which have been created if fewer than 9 have been created. The number of directors may be changed by amendment to the bylaws, subject to the minimum (3) and maximum (11) number of directors set forth in the Articles of Incorporation for the Association.

Section 4.2 Election and Term of Office. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws, the Master Covenants or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Master Covenants, Declaration or by these Bylaws specifically reserved to the members.

In discharging the Director's duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented: legal counsel or a public accountant or other person as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the board of directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

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

A. Election of the officers of the Association;

B. Once Declarant Control period for the Association expires, the appointment and dismissal of the Association's Voting Representatives to and he appointment and dismissal of Directors of the Master Association, all as established under the Master Covenants and the Articles of Incorporation of the Master Association;

C. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;

D. Determination and collection of assessments for Common Expenses, and Service Charges from the owners and the regulation of its fiscal affairs;

E. Establishment of reserves for the maintenance, repair and replacement of Common Elements and for contingencies.

F. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and

G. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on thirty days notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the expiration of the Declarant Control Period shall be filled by vote of the remaining directors. Vacancies in the Board of Directors prior to the expiration of the term of a director shall be filled by vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by the two thirds (2/3) in interest vote of the members, with or without cause. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final.

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

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

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board.

Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his Unit, or by telephone, at least Ten (10) days prior to the day named for such meeting.

Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless the Articles of Incorporation, these Bylaws or the Maine Non-Profit Corporation Act so requires.

In the discretion on the Presiding office and on such terms as he may establish, individual unit owners may speak at meetings of the directors.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director, given personally or by delivery to his Unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called in like manner and on like notice upon the written request of any three (3) or more Directors.

Section 4.12 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

Directors may attend any meeting via a telephonic speakerphone at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services at its expense.

Section 4.14 Unanimous Action. Unless otherwise expressly provided by law, 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.

ARTICLE V.
OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

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

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

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

Section 5.5 Vice President. The Vice President shall preside at all meetings of the Association and of the Board of Directors and exercise the powers and perform the duties of the President in the absence of the President, and shall have such other duties as may be designated from time to time by the Board of Directors.

Section 5.6 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.7 Secretary. The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.8 Auditor. The Board of Directors, may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.9 Amendments to Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI
FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting and Records. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

Generally, the Association shall keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at its registered office or principal office in this State a record of the names and addresses of its Members entitled to vote.

In accordance with the Maine Nonprofit Corporation Act, all books and records of the Association may be inspected by any officer, Director or Member or the officer's, Director's or Member's agent or attorney, for any proper purpose at any reasonable time, as long as they give the Association written notice at least 5 business days before the date on which they wish to inspect and copy any books or records. The only proper purpose for which a Member may inspect and copy books or records under this section is the purpose of enabling the Member to fulfill duties and responsibilities conferred upon Members by the Association's Articles of Incorporation or these Bylaws of the Association or by law. The Association may require the Officer, Director or Member or the officer's, director's or member's agent or attorney to pay the reasonable cost of the copies made and may impose reasonable restrictions on the use or distribution of the records by such a person. The Association's financial records shall also be available for examination by mortgagees and their duly authorized agents and accountants at reasonable times on at least 5 business days written notice.

Section 6.2. Budget and Assessments.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. The Board shall call a meeting of the members to review the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest of all members, the budget shall be deemed to have been ratified. Unless the budget is rejected, the members shall pay the amounts specified in the proposed budget adopted by the Board.

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

i. Management and administration expenses;

ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance repair and replacement of;

iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;

iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a financial institution with offices in the State of Maine or in obligations of the United States of America;

v. The amount of any Neighborhood Assessment under the Master Covenants; and

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

C. Until an annual budget is adopted by the Board, the members shall continue to pay that monthly amount of Common Charges which had been previously established; any delay or failure to

estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to members showing the amount of assessments due, but each member shall pay his Common Charges promptly when due regardless of whether such a statement is sent.

D. Each member shall be personally responsible to pay his share of Common Charges and assessments without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income and Service Charges as defined herein, multiplied by his respective common expense liability. Each member shall become liable to the Association, and a lien shall arise against his Unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the Common Charges in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance for the fiscal year shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due his share of the assessments or any other Service Charges, user fees and fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Charges and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such member. Recording of the Declaration constitutes record notice and perfection of the lien for Common Charges, Service Charges, user fees, including fines, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's Unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time. The delinquent owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Charges, assessments, Service Charges, user fees, late charges, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same 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 and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Charges, assessments, Service Charges, user fees and fines due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within Three (3) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit or group of Units benefited thereby and shall be paid by the Unit owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Charges set forth in Section 6.2.

Section 6.4 Revised and Special Assessments. If at any time the Board shall determine the amount of the Common Charges to be inadequate, whether by reason of a revision in its estimate of expenses or

income, the Board may adopt and deliver to the members at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly Common Charges shall be determined and paid on the basis of such revision, subject to the rights of the Unit Owners to reject such amendment by a two thirds (2/3) in interest vote at a meeting of the members called within such 30 day period at the request of 40% in interest request of the Unit Owners.

The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each Lot unless a greater amount approved by the members, which shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.6 Capital Improvements. The approval of a majority in interest of all the members shall be required to make a capital improvement to the Common Elements in an amount in excess of Thirty-five percent (35%) of the aggregate Common Charges against all the members over the prior fiscal year, exclusive of Service Charges and user fees, and in such event the cost thereof shall be assessed to all Unit owners as a Common Charge.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Charges, assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien for assessments, collecting any fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and Common Elements of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit and shall be binding upon all members of the Association and all persons present on the Condominium. Rules and Regulations may be rejected, revised and amended by a two thirds (2/3) in interest vote of the Members.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit owner shall promptly record in the Registry of Deeds the deed, 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 Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. The Board of Directors shall require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than three (3) months Common Charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association. All such policies shall require at least twenty (20) days notice of cancellation.

C. It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the owner.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or Treasurer, and/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

ARTICLE X.
LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, or such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI.
BY-LAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the members of the Association at a meeting duly called for the purpose, PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Non Profit Corporation Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate shall be recorded in Cumberland County Registry of Deeds.

Dunstan Crossing

Exhibit F

Master Project Phases II, III and IV
Dunstan Crossing Subdivision
Scarborough, Maine

Certain lots or parcels of land being Project Phases II, III and IV situated southerly of Broadturn Road and northwesterly of Route One in the Town of Scarborough, County of Cumberland and State of Maine as shown on as shown on First Amended Subdivision Plan of Dunstan Crossing for Raynan Properties LLC & Dunstan Properties, LLC by Sebago Technics, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Pages 234 - 238 (collectively the "Master Subdivision Plat"), being more particularly bounded and described as follows:

Commencing on the northwesterly side of Route One at the southerly corner of land now or formerly owned by Susan G. and Martin F. Maciso as described in a deed recorded at the Cumberland County Registry of Deeds in Book 8226, Page 83;

Thence South 47°-16'-03" West by and along Route One, a distance of 356.88 feet to the POINT OF BEGINNING;

Thence by and along a curve to the right, with a radius of 25.00 feet, a length of 39.27 feet, having a chord of North 87°-43'-57" West 35.36 feet to a point of tangency;

Thence North 42°-43'-57" West by and along land now or formerly of Dunstan Properties, LLC, a distance of 57.36 feet to a point;

Thence South 47°-16'-03" West by and along said Dunstan Properties, LLC land, a distance of 12.50 feet to a point;

Thence North 42°-43'-57" West by and along said Dunstan Properties, LLC land, a distance of 282.34 feet to a point of curvature;

Thence by and along a curve to the right, with a radius of 322.50 feet, a length of 77.98 feet, having a chord of North 35°-48'-19" West 77.79 feet by and along said Dunstan Properties, LLC land to a point of tangency;

Thence North 28°-52'-41" West by and along said Dunstan Properties, LLC land a distance of 38.25 feet to a point;

Thence North 47°-09'-23" East by and along said Dunstan Properties, LLC land a distance of 321.13 feet to said land of Maciso;

Thence North 49°-14'-22" West by and along land of Maciso, a distance of 186.56 feet to a point;

Thence North 36°-43'-07" East, by and along land of Maciso and others, a distance of 310.28 feet to a point and land now or formerly of SRB, LLC;

Thence North 57°-36'-12" West by said SRB, LLC land a distance of 154.88 feet to a point;

Thence North 56°-10'-12" West by said SRB, LLC land a distance of 279.39 feet to a point;

Thence North 51°-49'-12" West by said SRB, LLC land and land now or formerly of Lavopa a distance of 86.00 feet to a point;

Thence North 57°-19'-12" West by said Lavopa land a distance of 128.55 feet to a point;

Thence North 56°-25'-12" West by said Lavopa land a distance of 140.93 feet to a point;

Thence North 54°-13'-12" West by said Lavopa land a distance of 93.15 feet to a point;

Thence North 62°-31'-12" West by said Lavopa land a distance of 26.27 feet to a point;

Thence North 36°-48'-32" East, a distance of 93.33 feet to a 5/8-inch capped rebar to be set;

Thence North 34°-49'-32" East, a distance of 153.20 feet to a point;

Thence North 38°-34'-32" East, a distance of 131.70 feet to a 5/8-inch capped rebar to be set;

Thence North 32°-28'-32" East, a distance of 102.23 feet to a 5/8-inch capped rebar to be set;

Thence North 34°-27'-32" East, a distance of 184.80 feet to a 5/8-inch capped rebar to be set;

Thence North 31°-25'-32" East, a distance of 82.88 feet to a point;

Thence North 38°-41'-32" East, a distance of 97.98 feet to a point;

Thence North 32°-46'-32" East, a distance of 97.11 feet to a 5/8-inch capped rebar to be set;

Thence North 38°-22'-32" East, a distance of 32.20 feet to a 5/8-inch capped rebar to be set;

Thence North 32°-55'-32" East, a distance of 104.30 feet to a 5/8-inch capped rebar to be set and Project Phase I now or formerly of Chamberlain Properties, Inc. (see Book 24792, Page 155);

Thence North 88°-26'-31" West along Project Phase I a distance of 197.64 feet to a point;

Thence South 39°-11'-41" West along Project Phase I a distance of 87.06 feet to a point;

Thence North 09°-42'-18" West along Project Phase I a distance of 167.86 feet to a point;

Thence North 02°-45'-07" East along Project Phase I a distance of 177.37 feet to a non-tangential curve to a point;

Thence along a curve to the right with a radius of 175.00 feet a length of 45.25 feet having a chord of North 83°- 06'- 59" West 45.12 feet and along Project Phase I to a point of tangency;

Thence North 75°-42'-32" West a distance of 70.92 feet to a point of curvature;

Thence along a curve to the left with a radius of 10.00 feet a length of 15.71 feet having a chord of South 59°-17'-28" West 14.14 feet and along Project Phase I to a point of tangency;

Thence South 14°-17'-28" West along Project Phase I a distance of 25.00 feet to a point;

Thence North 75°-42'-32" West along Project Phase I a distance of 50.00 feet to a point;

Thence North 14°-17'-28" East along Project Phase I a distance of 25.00 feet to a point of curvature;

Thence along a curve to the left with a radius of 10.00 feet a length of 15.71 feet having a chord of North 30°-42'-32" West 14.14 feet and along Project Phase I to a point of tangency;

Thence North 75°-42'-32" West along Project Phase I a distance of 167.88 feet to a point of curvature;

Thence along a curve to the left with a radius of 10.00 feet a length of 10.53 feet having a chord of South 74°-06'-50" West a 10.05 feet and along Project Phase I to a point of reverse curvature;

Thence along a curve to the right with a radius of 193.50 feet a length of 60.34 feet having a chord of South 52°-52'-12" West 60.10 feet along Project Phase I to a point;

Thence North 28°-11'-48" West a distance of 55.00 feet to a non-tangential curvature;

Thence along a curve to the left with a radius of 138.50 feet a length of 76.33 feet having a chord of North 46°-00'-55" East 75.37 feet along Project Phase I to a point;

Thence continuing along a curve to the left with a radius of 138.50 feet a length of 35.02 feet having a chord of North 22°-59'-00" East 34.93 feet and along Project Phase I to a point of tangency;

Thence North 15°-44'-23" East along Project Phase I a distance of 310.50 feet to a point of curvature;

Thence along a curve to the left with a radius of 122.50 feet a length of 51.89 feet having a chord of North 03°-36'-14" East 51.51 feet and along Project Phase I to a point of tangency;

Thence North 08°-31'-56" West along Project Phase I a distance of 21.78 feet to a point of curvature;

Thence along a curve to the left with a radius of 10.00 feet a length of 13.19 feet having a chord of North 46°-19'-30" West 12.26 feet and along Project Phase I to a point of tangency;

Thence North 84°-07'-04" West along Project Phase I a distance of 42.53 feet to a point;

Thence North 05°-52'-56" East along Project Phase I a distance of 50.00 feet to a point;

Thence South 84°-07'-04" East along Project Phase I a distance of 25.00 feet to a point of curvature;

Thence along a curve to the left with a radius of 10.00 feet a length of 17.66 feet having a chord of North 45°-16'-52" East 15.45 feet and along Project Phase I to a point of reverse curvature;

Thence along a curve to the right with a radius of 277.50 feet a length of 88.11 feet having a chord of North 03°-46'-34" East 87.74 feet and along Project Phase I to a point;

Thence North 67°-26'-56" West along Project Phase I a distance of 115.24 feet to a point;

Thence North 24°-31'-52" East along Project Phase I a distance of 107.57 feet to Broadturn Road;

Thence North 66°-05'-25" West by Broadturn Road a distance of 285.61 feet to a point and land now or formerly of Potvin;

Thence South 30°-56'-45" West by said Potvin land, a distance of 153.45 feet to a point;

Thence North 66°-05'-25" West by said Potvin land a distance of 149.21 feet to a point;

Thence North 30°-56'-45" East a distance of 153.45 feet to Broadturn Road;

Thence North 66°-05'-25" West by Broadturn Road a distance of 50.38 feet to a point and land now or formerly of Johnson;

Thence South 30°-56'-45" West by said Johnson land, a distance of 152.87 feet to a point and land now or formerly of Boothby;

Thence by and along a curve to the right with a radius of 227.31 feet, a length of 206.19 feet, having a chord of South 56°- 55'- 55" West 199.19 feet along said Boothby land to a point of reverse curvature;

Thence by and along a curve to the left with a radius of 204.48 feet, a length of 40.04 feet, having a chord of South 77°- 18'- 29" West 39.98 feet along said Boothby land to a point;

Thence North 55°-59'-25" West along said Boothby land a distance of 253.49 feet to a point and land now or formerly of the Maine Turnpike Authority;

Thence South 34°-00'-35" West along said Maine Turnpike Authority land a distance of 1,837.41 feet to a point;

Thence North 56°-51'-25" West along said Maine Turnpike Authority land a distance of 166.40 feet to a 5/8-inch capped rebar;

Thence South 37°-45'-35" West along said Maine Turnpike Authority land a distance of 376.04 feet to a 5/8-inch capped rebar;

Thence South 55°-12'-28" East, a distance of 632.63 feet to a 5/8-inch capped rebar;

Thence South 54° 34'-21" East, a distance of 488.61 feet to a 5/8-inch capped rebar;

Thence South 55°-20'-18" East, a distance of 28.35 feet to a 5/8-inch capped rebar;

Thence South 55°-20'-18" East, a distance of 50.02 feet to a 5/8-inch capped rebar;

Thence South 55°-20'-18" East, a distance of 969.52 feet to a 5/8-inch capped rebar;

Thence South 55°-20'-18" East, a distance of 326.31 feet to a point;

Thence South 55°-26'-36" East, a distance of 559.33 feet to other land of Dunstan Properties, LLC;

Thence North 47°-09'-23" East, by and along said Dunstan Properties, LLC land, a distance of 349.18 feet;

Thence South 28°-52'-41" East, by and along said Dunstan Properties, LLC land, a distance of 24.58 feet to a point of curvature;

Thence by and along a curve to the left with a radius of 377.50 feet, a length of 91.28 feet, having a chord of South 35°- 48'- 19" East, 91.06 feet to a point;

Thence South 42°-43'-57" East, continuing along said Dunstan Properties, LLC, a distance of 282.34 feet to a point;

Thence South 47°-16'-03" West continuing along said Dunstan Properties, LLC, a distance of 12.50 feet to a point;

Thence South 42°-43'-57" East, continuing along said Dunstan Crossing, LLC, a distance of 57.36 feet to a point of curvature;

Thence by and along curve to the right with a radius of 25.00 feet, a length of 39.27 feet, having a chord of South 02°-16'-03" West 35.36 feet to Route One;

Thence North 47°-16'-03" East, by and along Route One, a distance of 130.00 feet to the POINT OF BEGINNING.

Meaning and intending to convey and hereby conveying all of the land known as Project Phases II, III and IV as shown on the Master Subdivision Plat. Bearings are based on Grid North.

Subject to the matters and notes set forth on or referred to in the Master Subdivision Plat, including without limitation the requirements of the Town of Scarborough, and of the Maine Department of Environmental Protection.

Subject to the perpetual reserved easements set forth in a deed from Raynan Properties, LLC dated September 8, 2006 and recorded in said Registry of Deeds in Book 24454, Page 236 and now held by Dunstan Properties, LLC pursuant to a deed recorded in said Registry of Deeds in Book 24454, Page 241 for all purposes over Dunscroft Drive as shown on said Master Subdivision Plat, being the strip of land separating the two parcels now of Dunstan Properties, LLC, to be used in common with Raynan Properties, LLC, its successors and assigns, running from said U.S. Route One to the most northwesterly side lines of the parcels conveyed in said deeds, for ingress and egress on foot and by motor vehicle and for utility purposes, and the installation, maintenance, repair and replacement of utility lines, poles, conduits, facilities and equipment, pavement, culverts, drainage ditches and swales together with the right to alter, excavate and pave the surface of the earth and to flow water for the foregoing purposes, subject to the consent of Raynan Properties, LLC, its successors and assigns, as to the location and nature of said improvements, which consent shall not be unreasonably withheld, which improvements shall conform to all requirements and approvals received from the Town of Scarborough and shall seek to minimize any interference with the use of said Dunscroft Drive by Raynan Properties, LLC and others.

Together with the benefit of following perpetual easements over, under and across Project Phase I for the benefit of Project Phases II, III and IV:

(i) A nonexclusive right and easement of access, ingress and egress over Waldron Drive, Waterhouse, Leary Road and the sidewalks forming a part of such Streets as shown on Project Phase I on the Master Subdivision Plat, subject to the right to transfer fee title to such areas to the Town of Scarborough;

(ii) A non-exclusive right and easement in common with the Chamberlain Construction, Inc., its successors and assigns, over said Streets and all Utility Easements as shown on the Project Phase I as shown on the Master Subdivision Plat and/or the Master Schematic Plans to use and connect into all common utilities, provided that (i) that no such easement shall run under any existing building or proposed building footprint which is not part of a designated easement area, (ii) that such connections shall minimize the disruption and damage to the surface of the land and hazards to public safety, (iii) a separate meter or sub-meter for such utility service shall be installed at the sole cost or expense of the user, and (iv) utility connections shall be consistent with the Project Phase I Master Subdivision Plat and

Master Schematic Plans. All such Utility Easements are subject to the Chamberlain Construction, Inc.'s rights to transfer such improvements to the Town of Scarborough Sanitary District, the Portland Water District and/or to any other public utility or governmental body, and to the Dunstan Crossing Master Association, a Maine nonprofit corporation.

(iii) A non-exclusive right and easement in common with the Chamberlain Construction, Inc. , its successors and assigns, through the drainage areas and facilities depicted on the Project Phase I Master Subdivision Plat and Master Schematic Plans and over the surface of the earth generally for surface water drainage from natural water flow and for the artificial collection and diversion of surface waters which may occur as a result of the construction of improvements, including, without limitation, building and building expansion, curbs, drives and paving, and sidewalks provided that that no such easement shall run under any existing building or proposed building footprint which is not part of a designated easement area and subject to the Chamberlain Construction, Inc.'s rights to transfer such improvements to the Town of Scarborough Sanitary District, the Portland Water District and or to any other public utility or to the Dunstan Crossing Master Association pursuant to the Master Declaration.

Received
Recorded Register of Deeds
Jan 06,2009 11:24:46A
Cumberland County
Pamela E. Lovley