PUBLIC OFFERING STATEMENT OF

# THE COVE AT HIGHLAND LAKE CONDOMINIUMS

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| NAME OF CONDOMINIUM: | The Cove At Highland Lake Condominiums |
| PRINCIPAL ADDRESS OF CONDOMINIUM: | First Light Drive<br>Windham, Maine |
| NAME OF DECLARANT: | 19 Roosevelt Trail LLC |
| PRINCIPAL ADDRESS OF DECLARANT: | 12 Liberty Hill Road<br>Bedford, NH 03110 |
| EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: | As of August 13, 2024 |
| AMENDED AND RESTATED: | As of August 23, 2024 |

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## IMPORTANT NOTICE

The following capitalized statements are made in compliance with Section 1604-103(a)(11) of the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended.

I. UNLESS A PURCHASER HAS RECEIVED AND REVIEWED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT, A PURCHASER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT; AND

II. IF A PURCHASER ACCEPTS THE CONVEYANCE OF A UNIT, HE OR SHE MAY NOT CANCEL THE CONTRACT.

Unless prior to the execution of a contract for sale of a unit, a Purchaser acknowledges in writing receipt and review of such public offering statement, the Purchaser, upon written notice to the Declarant, may cancel the contract at any time prior to conveyance of the unit, unless the Purchaser shall, subsequently, expressly and in writing waive such right to cancel after having received and reviewed such public offering statement.

READING THE PUBLIC OFFERING STATEMENT:

ALL PORTIONS OF THIS PUBLIC OFFERING STATEMENT SHOULD BE READ AND REVIEWED CAREFULLY BY A PROSPECTIVE PURCHASER PRIOR TO SIGNING A PURCHASE AND SALE AGREEMENT.

The Declarant's sales staff and other representatives are not permitted to change orally any of the terms or conditions of this Public Offering Statement or of the documents that are part of this Public Offering Statement, and may not attempt to interpret their legal effect.

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## BUYER'S OVERVIEW

### I. INTRODUCTION

Thank you for your interest in The Cove at Highland Lake Condominiums. This Public Offering Statement is prepared in compliance with the Maine Condominium Act, Chapter 31, Title 33, of the Maine Revised Statutes of 1964, as amended (the "Act"). It is also designed to serve as a reference source for as long as you own your unit at The Cove at Highland Lake Condominiums.

For your convenience, this Public Offering Statement is divided into two parts. The first section, entitled Buyer's Overview, summarizes the significant features of The Cove at Highland Lake Condominiums (the "Condominium") and discusses the legal documents creating and

governing the Condominium. The second section contains the legal documents which are part of the Public Offering Statement (the "Governance Documents"). Capitalized terms used but not specifically defined in this Public Offering Statement are intended to have the same meaning given to them in the Act or the Declaration, the Bylaws or the Purchase and Sale Agreement. In the event of any conflict between the Buyer's Overview and the Governance Documents, the Governance Documents will control.

## II. CONDOMINIUM FORM OF OWNERSHIP

The term "condominium" can be defined generally as the separate ownership of individual units in a multi-unit project. Under this form of ownership, the purchaser of a condominium unit acquires legal title to a physical portion of the condominium designated for separate ownership (the "Unit"), the boundaries of which are described in the declaration of the condominium.

In addition to unit ownership, a purchaser acquires, in common with other unit owners in the condominium, an undivided interest in all portions of the condominium that do not constitute units (the "Common Elements"). Certain portions of the Common Elements may be designated as "Limited Common Elements." Limited Common Elements are owned in common by all Unit owners, but are assigned for the exclusive use of fewer than all Unit owners. Driveways are examples of Limited Common Elements.

## III. THE DECLARANT

The Declarant is 19 Roosevelt Trail LLC. The Declarant's principal address is 12 Liberty Hill Rd, Bedford, NH 03110. Declarant's attorneys in connection with the Condominium are Bergen & Parkinson, LLC, Attn: Patrick Brady, 62 Portland Rd., Suite 25, Kennebunk, ME 04043.

## IV. DESCRIPTION OF THE CONDOMINIUM.

### A. Site, Condominium, and Construction Schedule.

The Condominium will be located off Roosevelt Trail in Windham, Maine. The project is situated on 53.3 acres of land set back from Roosevelt Trail in Windham, Maine and bordering on and over the Falmouth town line. The Condominium will be served by a private way to be constructed and known as First Light Drive. The Condominium parcel includes various open spaces upon and over which walking trails and raised pedestrian bridges will be established. The Condominium parcel has access to approximately five hundred (500) feet of waterfrontage on Highland Lake which is located to the east of the Condominium.

The Cove at Highland Lake Condominiums will contain twenty-two (22) buildings, identified as Buildings 1 through 9, declared and built in up to two (2) phases. Nine (9) of the Buildings will be situated along a road to be known as Daybreak Lane and the remaining thirteen (13) buildings will be situated along a road to be known as First Light Drive Lane. The types of buildings will be a mix between two (2) unit ranch-style homes and four (4) unit townhouse-style homes. The entire Condominium is anticipated to contain sixty (60) Units upon completion.

Utilities and road work are scheduled to be completed, less top course of asphalt, in 2024. Construction on the first nine (9) Buildings is scheduled to start during 2024. The Declarant intends to declare Units 1, 2, 5, 6 19 and 20 in the spring and summer of 2024, with other units and buildings declared as construction schedules and Unit sales permit. The schedule is subject to change without notice. The Declarant has not established an order in which the Buildings shall be constructed, completed, or sold.

A Building may contain up to (4) Units, and each Unit may include two (2) or more bedrooms, office space, bathrooms, front porches and rear decks or patios. There are four different models: The Portland, The Freeport, The York and The Windham. All four models include a one car garage.

The Freeport is the largest duplex model and includes two (2) bedrooms, two (2) bathrooms, an oversized primary suite with walk-in kitchen and an open concept kitchen with cathedral ceilings in a ranch style construction. The York is a similar duplex model but smaller and also includes two (2) bedrooms, two (2) bathrooms, and open concept kitchen with cathedral ceilings in ranch style construction. The Portland is the smallest of the duplex models and includes one (1) bedroom, one and one half (1.5) bathrooms, oversized primary suite and open concept kitchen with cathedral ceilings in a ranch style construction. The Windham boasts the largest floorplan and is built in a townhouse style with four (4) units to a Building, with each unit containing two (2) or more bedrooms, two (2) or more full bathrooms, two (2) or more half bathrooms, and an open concept kitchen with cathedral ceilings.

Each Building will have a full poured concrete basement foundation, with wood frame construction. The Buildings are designed to meet Maine's newly adopted energy and electrical codes and are all equipped to meet the Town of Windham's fire suppression requirements. Some of the buildings, based on the site location will have a walkout basement.

Declarant reserves the right to add real estate not currently within The Cove at Highland Lake Condominium's subdivision to the overall development, access to which will burden the public and private ways within the development, including those within the Condominium boundaries.

In addition, as part of the Common Elements, the Condominium will have the features set forth below.

1. At the entry, the Condominium will have at minimum one distinctive entry sign depicting the Condominium's name "The Cove at Highland Lake" and will be constructed of both hardscape and landscape elements.

2. The Condominium will have a clubhouse building on First Light Drive which will contain a kitchen, gathering space, fitness and storage room, and walkout access to the tennis/pickleball court. The court will be of impervious material and lined for both tennis and pickleball.

3. The Condominium will have exclusive access to the more than 500ft of

frontage on Highland Lake located in the Falmouth portion of the parcel that constitutes the Condominium. The waterfront area will be groomed and cleared within the bounds of Maine DEP to provide greater ease of access to the lake, while remaining respectful of the natural landscape. The waterfront area will contain at least one community maintained non-permanent dock, at least one rack for kayaks and paddle boards, and at least two picnic tables for owners and their guests to enjoy.

4. The Condominium will have exclusive access to the walking trails depicted on the Subdivision Plan for 19 Roosevelt Trail, LLC recorded in the Cumberland County Registry of Deeds in Plan Book 224, Page 47 and approved by the Town of Windham, Maine on February 12, 2024. The trails will be cleared and groomed with pervious materials where possible (i.e. wood chips) and be respectful of the natural landscape around it. Foot bridges will be constructed as needed to cross streams or wet areas outlined on the site plan.

5. Subject to and in accordance with any municipality approvals that may be required, the Condominium will be gated, with no public access to the waterfront. Access to Units by guests or others will be given by code or key and include access for services such as mail and package delivery, trash and recycling pickup, etc.

B. Units.

1. Duplex Buildings; Fourplex Buildings. Twenty-eight (28) of the planned sixty (60) Units in Buildings 1 through 22 will be located in fourteen (14) duplex Buildings. Thirty-two (32) of the planned sixty (60) Units in Buildings 1 through 22 will be located in eight (8) fourplex Buildings. The Buildings will have a poured concrete foundation and will be of wood-frame construction. Each Unit will be heated by propane, will contain its own one car garage within the Unit, and will have one (1) or two (2) off-street parking spaces in the driveway associated with each Unit. In addition, the site plan provides twelve (12) additional parking spots for overflow parking. As set forth above, there are 4 models to choose from, each model providing a distinct choice of living area layouts.

2. All Units. Generally speaking, each Unit will consist of the space bounded by the walls, subflooring and ceiling of the Unit, and garage space Units. The Unit will also include HVAC apparatus exclusively serving the Unit, whether lying partially within and/or outside the Unit and any floor covering (carpet, tile, etc.), wallboard and wall covering, refrigerator, range/oven, dishwasher, and garbage disposal. The decks, patios, and/or balconies adjacent to the Units are Limited Common Elements assigned to that Unit only. The exterior land surrounding the Unit is also Limited Common Elements to the edge of the building envelope or to the midpoint to another Unit as more precisely depicted on the Plans. Parking for each Unit will be provided in the garage enclosed within a Unit and in the driveway associated with the Unit as limited common elements. Parking spaces in the Common Elements that are not specifically assigned to Units may be used by the Units on a "first-come-first-served" basis.

Depending on Unit Location, some Units may include a finished or unfinished walk-out basement containing 800 square feet to 1300 square feet of living space with a family room and bathroom.

Each Unit also may have a front porch, a front patio, a rear deck, and/or a patio which, together with the surrounding land area, shall serve solely the Unit to which they are appurtenant. These will be Limited Common Elements under the exclusive use and control of the owner of the Unit to which that Limited Common Element is appurtenant.

The operation and maintenance of the Condominium is the responsibility of The Cove at Highland Lake Condominiums Association (the "Association") which is the association of the owners of Units in the Condominium. A purchaser automatically becomes a member of the Association when his deed to the Unit is recorded in the Cumberland County Registry of Deeds. Through membership in the Association, each Unit Owner has the right to use and participate in the control of the Common Elements, and a corresponding obligation to pay a portion of the Condominium's operation and maintenance expenses ("Common Expense Liability").

A copy of the exterior elevations and plans for each type of Unit is attached to this Public Offering Statement as part of **Exhibit "1"**.

C. Common Elements.

The Common Elements constitute all of the Condominium other than the Units. The following are the major Common Elements of the Condominium: all of the land, rights and easements described in the Declaration, utility lines, pipes, wires and similar utilities that serve more than one unit, stormwater facilities, detention systems and ponds, parking areas, walkways, trees, shrubbery and other landscaping.

The Limited Common Elements include the driveways more precisely depicted on the Plans. Limited Common Elements will be under the exclusive use and control of the Owner of the Unit to which those Limited Common Elements are appurtenant. Certain parts of the Common Elements may serve more than one but fewer than all Units, in which case they shall be Limited Common Elements dedicated to the Units benefitting therefrom including, by way of example, certain utility conduits or piping serving specific Units. Each Building is a Limited Common Element assigned to the Units in the Building.

Each Unit has an undivided interest in the Common Elements. The Common Element interest of each Unit is equal to all other Units then declared and in existence. One (1) Vote in the Association is allocated to each Unit.

The Declaration does not contain a specific description of any Common Elements which may be alienated pursuant to Section 1603-112 of the Act. However, portions of the Common Elements can be alienated pursuant to Section 1603-112 of the Act with the prior consent of the owners of Units having at least 80% of the voting interest in the Association and of the holders of the Mortgages on Units holding at least 67% of the voting interest in the Association.

D. Development Rights and Special Declarant Rights.

In the Declaration, the Declarant has reserved the Development Rights to create Units,

Common Elements and Limited Common Elements within the Condominium, to reduce or enlarge the size of any unsold Unit, to modify the location and design of buildings and improvements, to convert Units into Common Elements, to convert Common Elements into Units, and to convert Common Elements into Limited Common Elements.

Declarant has also reserved the Development Right to locate on the Condominium property, even though not depicted on the Plats and Plans, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, gas, and sewer. Also, Declarant reserves the right to connect with and make use of utility lines, wires, pipes and conduits located on the property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used.

Declarant has reserved the right to set aside an easement through and use the Common Elements to complete construction and for ingress and egress and otherwise discharge the Declarant's special declarant rights for ingress and egress and for the storage of construction materials and equipment used in the completion of the improvements shown on the plats and plans.

Declarant has reserved the right to install and maintain signs and lighting for sales and to operate a management office and a sales office and have prospective purchasers and others visit such offices and use certain portions of the Common Elements including the roadways and parking spaces. The management office and sales office may be located in any Unit owned by Declarant or on Common Elements and may be of such size and in such location as the Declarant shall deem convenient and shall not unreasonably interfere with use of the Common Elements by other Unit owners. Any management office and sales office not designated a Unit shall be the property of the Declarant.

Declarant has reserved the right to withdraw certain land from the Condominium. Such land is described as “Land Subject to Withdrawal” as shown on the Condominium’s Plats and Plants attached as Exhibit B to **Exhibit “1”.**

Declarant has reserved the right to appoint and remove the directors and officers of the Condominium Association in accordance with the provisions of the Bylaws. However, the Declarant must relinquish all special rights expressed or implied through which it may directly or indirectly control, direct, modify or veto any action of the and control of the Association and ownership of any working capital fund controlled by the Declarant shall pass to the owners of Units within the Property not later than the earlier of the following: sixty (60) days after the date by which seventy-five percent (75%) of the Units which may be created have been conveyed to Unit purchasers or seven (7) years from the date of conveyance of the first Unit to a Unit purchaser.

## V. DESCRIPTION OF GOVERNANCE DOCUMENTS

The Condominium will be established by the Declaration and its operation will be governed by the Declaration and the Bylaws. In addition, conduct of persons on the Property will be governed by any Rules and Regulations adopted by the Association. Copies of the Declaration and Bylaws are contained in the Governance Documents. The following is a summary of these

documents.

E. Declaration of The Cove at Highland Lake Condominiums.

The Declaration and the Plats and Plans are the legal documents necessary to create the Condominium. A copy of the Declaration is attached hereto as **Exhibit "1**", and the Plats and Plans are attached to the Declaration as Exhibit B. The Declaration and Plats and Plans have been or will be recorded in the Cumberland County Registry of Deeds and will not be effective until they are. In effect, the Declaration serves as a deed establishing and defining the Condominium. It recites the manner in which the Declarant desires to create the Condominium and submit the newly created Units to the Condominium regime. The Declaration describes the Property, establishes the boundaries of Units, the portions of the Condominium that comprise the Common Elements and Limited Common Elements, the purposes of and restrictions on the use of the Property, provisions for easements, and provisions concerning assessments and liens against Units and the liability of the Unit Owners for payment of the Common Expenses. The Declaration also describes the manner in which the Executive Board will be elected, the manner in which boundaries of Units may be altered, the manner in which Unit Owners may cast their votes as members of the Association, the rights held by the holders of Mortgages on Units, the insurance coverage to be maintained on the Condominium by the Association, the manner in which portions of the Condominium damaged by fire, eminent domain or casualty are to be rebuilt, the restrictions on alterations to Units and Common Elements, the supervision and management of and alterations to the Condominium Property, the manner in which the Condominium can be terminated and the responsibilities, and relief from personal liability of the members of the Executive Board. The Declaration states the respective areas of responsibility for the maintenance, repair and replacement of the Units, Limited Common Elements and Common Elements. By recording amended documents, the Declaration and Plats and Plans will be amended unilaterally from time to time by the Declarant to exercise its Development Rights in order to declare and legally create Units, Limited Common Elements, and Common Elements. General amendments of the Declaration may be accomplished by a vote of 67% in voting interest of the Unit Owners, with additional approval of the holders of first Mortgages on Units. Certain amendments require unanimous approval of the Unit Owners, such as the relocation of boundaries between Units.

F. Bylaws.

The operation and administration of the Condominium and Association is governed by the Bylaws, a copy of which is attached as Exhibit D to **Exhibit "1"**. The Bylaws provide for directors which direct the affairs of the Condominium, administers policies outlined in the Bylaws, and generally oversees the upkeep and administration of the Condominium. The Bylaws cover such matters as the composition of the directors, requirements for meetings, voting, the manner in which the Condominium budget should be prepared and approved, the determination and handling of assessments, including special assessments, the filing of assessment liens. The Declarant has the right to appoint all officers and directors under both the Declaration and the Bylaws until the earlier of sixty (60) days after the date by which 75% of the Units which may be created have been conveyed or seven (7) years from the date of conveyance of the first Unit.

G. Rules and Regulations.

The Declaration and Bylaws provide that the Directors may promulgate rules and regulations governing the details of the use and operation of the Condominium. No such rules and regulations have been enacted as of the effective date of this Public Offering Statement but the Directors shall have the right to do so at a later time.

## VI. LIENS, DEFECTS, ENCUMBRANCES AND RESTRICTIONS ON USE

### A. Restrictions on Use.

A Unit Owner's use and enjoyment is restricted by the Declaration, Bylaws, and Rules and Regulations. These restrictions, which apply to all Units of the Condominium, relate to such matters as the age restriction on ownership and occupancy, the leasing of Units, posting of advertisements, keeping of pets, hanging items such as laundry from the balconies or decks, excess noise and nuisance. In addition, the Directors may adopt and amend existing and future rules and regulations restricting or regulating the use of the Condominium. The Declarant and its agents have the right to post signs and advertisements on the Condominium Property for the purpose of selling the Units.

The Declaration imposes the following restrictions on use:

1. No Unit shall be used for other than single family residential purposes, except that the Declarant is not prohibited from exercising any easements and Special Declarant Rights reserved in the Declaration for purposes such as promotional, marketing or display purposes, or from using any appropriate portion of the Common Elements for exercising these reserved rights.

2. The Common Element Interest of a Unit is inseparable from the Unit, and any disposition or mortgage of any Unit shall include its Common Element Interest.

3. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the owners or occupants, their lessees, guests, household help and other authorized visitors and for outdoor recreational use incidental to the residential use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with.

4. No Unit owner shall do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement, rights, appurtenances or other hereditament consisting of Common Elements without the unanimous consent of all other Unit owners.

5. Each Unit owner or occupant shall maintain his or her Unit in good condition and in good order and repair at his or her own expense and shall not do or allow anything to be done in the Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements.

6. Trash and garbage and other waste must be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner.

7. There is a general prohibition against the keeping of animals other than certain domestic household pets, of which no more than two may be present at any one time. All such pets must be restrained at all times and not interfere with the quiet enjoyment of the Condominium.

8. There is a general prohibition against commercial activity on the Property.

9. Parking spaces are limited to non-commercial motor vehicles for personal use and there is a general prohibition against trailers, boats, or trucks in excess of 8,000 pounds.

10. The Condominium has been approved under state and federal rules as housing for occupants age 55 and older. All Unit owners and all those leasing from Unit owners must present certain documentation to the Association documenting the age of the occupants and the Association has the right to approve or deny occupancy based on applicable federal and state guidelines (which require a minimum 80% 55+ occupancy rate).

11. No Unit owner shall be permitted to lease a Unit for transient or hotel purposes, including without limitation through platforms such as Airbnb, and no Unit owner may lease less than an entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws and all rules and regulations that may be adopted by the Executive Board, and that failure by the lessee to comply with the terms of such documents shall be a default under such lease. All leases shall be in writing and shall contain a minimum initial term of six (6) months. All leases must be in a form approved by the Board of Directors.

12. A Unit owner shall maintain insurance on the contents of the Unit as well as a general liability insurance policy in such amounts as may be required by the Association from time to time.

13. Any Unit Owner in default in the payment of any amount due to the Association or in violation of any provision of the Declaration or Bylaws which continues for 10 days after notice to the Unit Owner may be prohibited by the Directors from the use and enjoyment of any of the Common Elements not essential for access to the Unit.

14. No Unit may be subdivided in any fashion or by any method.

15. No Unit Owner may alter or change the appearance of any of the Common Elements, nor may a Unit Owner change the appearance of the exterior of his Unit, without Association approval.

There are no restrictions imposed by the Declaration or the Bylaws upon the resale of a Unit by its owner and no right of first refusal with respect to such a resale except for the obligation to comply with the Fair Housing Act. Except as noted with regard to compliance with the age 55+

housing requirements, no other consent is required from the Association before a Unit may be sold but all Unit Owners must comply with any resale requirements established in the Act. Section 1604-108 of the Act sets forth certain disclosure requirements which must be met by the Owner selling his Unit and by the Association.

H. Matters of Title.

The following are liens, defects, encumbrances and matters of title which affect the right, title or interest of the Declarant in the Condominium, as of the date of this Public Offering Statement:

The Condominium will be subject to the normal utility easements for water, sewer, electric and telephone lines, all as described on the property description attached to the Declaration. In addition, the Condominium will be subject to certain easements created by the Declaration and/or by the Act. These easements are:

1. Easement for encroachments. By virtue of this easement, Unit Owners and the Association are protected in the event that a Unit or Common Element encroaches upon another Unit or Common Element.

2. Easement for construction. The Declarant has an easement across the Property for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, gas, and sewer.

3. Easement for access and utilities. All Units shall have an appurtenant easement as required to use and improve certain Limited Common Elements and to connect to utility installations within the Condominium, except that the owner of the Unit so benefitted shall be responsible for the cost of installation, maintenance and repair of the Limited Common Elements so used or improved.

4. Easement for special declarant rights. Declarant has an easement through and to use the Common Elements to complete construction, for ingress and egress, for the storage of construction materials and equipment used in the completion of the improvements shown on the Plats and Plans, and otherwise to exercise its special declarant and development rights.

5. Easement to facilitate sales. The Declarant may use any unsold Unit in the Condominium as a model or as sales offices and may place advertising signs and sales offices anywhere within the Condominium, whether related to sales of Units in the Condominium or units in other Condominiums in The Cove at Highland Lake subdivision.

6. Easement for access to Units. The Association and its authorized agents shall have access to and from any Unit and Limited Common Elements as may be necessary for the repair, maintenance, replacement, alteration, care, or protection of the Common Elements and utilities or any portion thereof. In the case of emergency repairs, such right of access

shall be immediate and may be exercised without notice. Otherwise, the Unit owner shall be entitled to reasonable notice of the time and purpose of any such entry.

7. Mortgage. The Condominium Property is presently subject to a mortgage for construction financing. However, at the time of the conveyance of a Unit to a purchaser or shortly thereafter the Declarant will have that Unit promptly released of record from every Mortgage except the lien of the Unit purchaser's Mortgage, if any, and the encumbrance of the Condominium Documents of record, general real estate taxes for the current year then due, and easements and restrictions and covenants of record. The Declarant will have such Unit promptly released of record from any mechanics' or materialmen's liens affecting the Unit that are perfected of record.

8. Other Title Matters. The Condominium Property is presently subject to the liens, defects or encumbrances on or affecting the title of the Declarant in the Condominium Property as noted in the property description attached to the Declaration.

The Declaration attached to this Public Offering Statement as **Exhibit "1"**, and the Bylaws attached to the Declaration as Exhibit D to the Declaration should be carefully reviewed by each prospective Purchaser of a Unit.

## VII. OPERATION OF CONDOMINIUM

### A. Association.

The Act provides for the self-governing of the Condominium by the Association of Unit Owners. All of the Unit Owners collectively constitute the Association. Membership in the Association is an incident of ownership of a Unit. Therefore, every Unit Owner is automatically a member of the Association and remains a member until his or her ownership of a Unit ceases. The Association is organized as a non-profit corporation under Maine law. A Unit Owner is entitled to cast the votes allocated to his Unit. Each Unit has one vote.

The Bylaws provide that the powers and responsibilities of the Association are delegated to the Condominium's Directors (referred to in the Bylaws as the Executive Board), some of which in turn may be delegated to a managing agent. Basically, the Directors have the powers and responsibilities in administering the Condominium to, among other things: (a) prepare the annual budget; (b) make and collect assessments against the Unit Owner for Common Expenses; (c) provide for the upkeep, maintenance and care of Common Elements; (d) designate, hire and dismiss the personnel necessary for the maintenance of the Condominium; (e) make rules and regulations concerning the use of the Condominium; (f) establish a bank account on behalf of the Association; (g) make alterations to the Condominium; (h) enforce by legal means the provisions of the Condominium Documents; (i) obtain necessary insurance; (j) pay the cost of services rendered to the Condominium; and (k) keep the books of account of the Condominium.

The Declaration authorizes the Declarant to appoint and remove all officers and directors until the earlier to occur of seven (7) years following conveyance of the first Unit or sixty (60) days following the conveyance of seventy-five percent (75%) of the Units in the Condominium,

at which time the Unit Owners shall elect the Executive Board. The Declarant at its option can relinquish this authority at any time, but still retain the right to veto specified actions by the Association. The Association has the right to elect a Board with a membership of between three and five directors.

B. Management of the Condominium.

The Bylaws provide that the Directors may employ a professional managing agent for the Condominium at a level of compensation fixed by the Directors. The Directors cannot delegate to the managing agent the adoption of the annual budget or the assessment of any common expenses, the adoption, repeal or amendment of rules and regulations of the Association, the designation of signatories on Association bank accounts, borrowing money on behalf of the Association, the acquisition and mortgaging of Units, or the designation of Common Elements as Limited Common Elements. The Executive Board has no authority to approve any capital expenditure in excess of $6,000 (unless approved in budget) nor to authorize any contract with a term of more than three years, except with approval of all Unit owners. The Declarant intends to cause the Association to enter into a management agreement with Foreside Management, on or before the date of first sale of a Unit.

The Bylaws require the Board establish a reasonable reserve fund for contingencies, replacements, capital improvements and other items which cannot be expected to occur on a regular basis (the "Reserve Fund"). The Bylaws also provide for supplemental assessments against the Unit Owners in proportion to the Common Expense Liability of their respective units in the event of deficiencies in the current budget.

Unit Owners will be personally liable for all lawful assessments levied against their Units. In addition, Common Expenses assessed against the Unit Owner will give rise to a lien on the Unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies. The Common Expense liability allocated to each Unit is set forth in the Declaration; the amount of the estimated monthly assessment (condominium fee) for Condominium expenses for each Unit is set forth in the proposed budget attached as **Exhibit "2"**.

## VIII. PROJECTED ASSOCIATION BUDGET AND BUDGET RELATED MATTERS

The Association will be established and organized by the Declarant either contemporaneously with or shortly before the recording of the first deed to a Purchaser of a Unit. Declarant has prepared a projected budget for the Association (the "Budget") for the first year of operation of the Association. A copy of the Interim Budget is included as **Exhibit "2"**. Assessment of Units will commence no later than 60 days after the sale of the first Unit. The amount of the monthly assessment per Unit is set forth in the Budget.

The sale of Units together with the commencement of assessments will result in the establishment of the Reserve Fund. Since this Reserve Fund will be owned by and will be for the benefit of the Unit Owners, through their membership in the Association, each Unit Owner will be required at closing to reimburse the Seller for any amounts contributed by the Seller to the Reserve Fund. Sixty (60) days after assessments commence, the Seller will begin making monthly

contributions to the Reserve Fund on behalf of declared, completed Units it owns.

Since the first assessment may not occur immediately, the Budget is subject to change. Because the Condominium is new there is no history of operating expenses and therefore it is impossible to project with assurance such future costs. However, the Budget has been prepared based on what the Declarant believes to be the best current estimates of future costs based on information currently available related to projected operation and maintenance of the Property. The Budget and the assessment figures are subject to change as the project develops.

## IX. PURCHASE OF A UNIT; CONTRACTS TO BE SIGNED

All deposits made in connection with the purchase of a Unit will be placed in escrow and held by Berkshire Hathaway Homeservices Verani Realty, a Maine licensed broker, in the State of Maine in an account designated solely for that purpose with an institution whose accounts are insured by a governmental agency or instrumentality in accordance with Section 1604-109 of the Act until (1) delivered to the Declarant at Closing under the Purchase and Sale Agreement; (2) delivered to the Declarant because of the purchaser's default under the Purchase and Sale Agreement; or (3) returned to the purchaser if the purchaser cancels the contract pursuant to Section 1604-107 of the Act. The Purchase and Sale Agreement sets forth the terms and conditions by which the prospective purchaser can acquire the Unit from the Declarant. The purchaser is advised to read carefully the Purchase and Sale Agreement. At the Closing, the Declarant will convey the Unit to the purchaser.

Prices for each Unit are established by the Declarant and may be subject to change at any time at the Declarant's discretion prior to the execution of a Purchase and Sale Agreement for the Unit. Different purchasers may pay different prices for similar Units at the sole discretion of the Declarant.

At the Closing on the purchase of a Unit, the purchaser will be required to pay, in addition to the Purchase Price of the Unit, those settlement costs identified in the Purchase and Sale Agreement. These costs include, among other things, the sum equal to two (2) months of association fees associated with that particular unit, a non-refundable amount to be paid directly to the Association to provide it with working capital. It is not anticipated that the purchaser will be required to sign any contracts or leases at or before the Closing other than the Agreement to Reduce Period of Limitations and the Limited Warranty Certificate.

A sample of a typical Purchase and Sale Agreement is attached as **Exhibit "3"**. The terms of each purchaser’s Purchase and Sale Agreement may vary.

There are no contracts or leases currently in effect that will affect the Condominium though Declarant intends to cause the Association to enter into a management agreement with Foreside Management prior to the date of first sale of a Unit. All contracts affecting the Condominium which may be entered into by the Association before the Directors elected by the Unit Owners take office shall be terminable by the Association upon ninety (90) days' prior written notice to the other party after the Directors elected by the Unit Owners take office.

## X. INITIAL OR SPECIAL FEES; CHARGES FOR USE OF COMMON ELEMENTS

There will be no initial or special fee due to the Declarant from the purchaser of a Unit at Closing except for the payment of closing adjustments, the proration of real estate taxes attributable to the Units, the proration of current monthly assessments, and the payment of a non-refundable sum working capital contribution. There are no current fees or charges and the Declarant does not expect any fee or charges to be paid by Unit Owners for the use of the Common Elements and other facilities related to the Condominium, other than the payment of the Common Expenses and Limited Common Expenses as described in the Declaration. However, the Executive Board shall have the right, subject to the limitations provided in the Governance Documents, to assess against Unit Owners fees or charges for the use of Common Elements and other facilities related to the Condominium.

## XI. FINANCING FOR UNIT PURCHASERS

Declarant has not arranged special financing for purchasers of Units. All purchasers shall be responsible for making their own financing arrangements, if necessary.

## XII. WARRANTIES PROVIDED BY THE DECLARANT

The warranties provided by the Declarant are those expressly provided for Units in the Limited Warranty Certificates described in this Public Offering Statement as **Exhibit "5"**, those expressly provided for Common Elements in the Limited Warranty Certificate described in this Public Offering Statement as **Exhibit "7"**, the express warranties of quality provided in Section 1604-112 of the Act and the implied warranties of quality provided in Section 1604-113 of the Act, subject to the exclusions or modifications described in the Limited Warranty Certificates.

On or before settlement of the purchase of a Unit, as a condition of purchase, the purchaser will be asked to execute the Agreement to Reduce Period of Limitations in the form attached as **Exhibit "6"** limiting to 2 years the Statute of Limitations for warranties provided in Section 1604-115 of the Act. Additionally, implied warranties of merchantability will be limited to the duration of the Limited Warranty Certificates issued by the Declarant.

The Declarant will notify the purchaser prior to Closing Date that the Unit is ready for inspection. At that inspection, the purchaser or purchaser's representative and the Declarant or a representative of the Declarant will complete a Unit Inspection Form signifying acceptance of the condition of the Unit or items that require correction. The Unit Inspection Form is attached to this Public Offering Statement as **Exhibit "6"**. The Unit Inspection Form provides for the procedures by which the purchaser or purchaser's representative and Declarant will agree to items to be completed. If the purchaser or purchaser's representative fails to inspect the Unit on the scheduled date without setting an alternative appointment date or in case of failure of the purchaser to inspect at the alternative date or time or in case of failure of the purchaser or purchaser's representative to complete the inspection and execute the Unit Inspection Form, the purchaser shall be deemed to waive all rights to inspection.

At Closing, each Unit Owner will execute the Limited Warranty Certificate for Units in

the form attached as **Exhibit "5"**, the Agreement to Reduce Period of Limitations in the form attached as **Exhibit "6"** and the Limited Warranty Certificate for Common Elements in the form attached as **Exhibit "7"**. On or before the settlement of the first purchase of a Unit, the Declarant will execute and deliver to the Association a Limited Warranty Certificate described as **Exhibit "7"**, and the Executive Board of the Association will execute the Agreement to Reduce Period of Limitations in the form attached as **Exhibit "8"** limiting to two years the Statute of Limitations for warranties provided in Section 1604-115 of the Act.

In addition to the above matters identified in this heading entitled WARRANTIES PROVIDED BY THE DECLARANT, the terms and significant limitations of the statutory warranties and limitations on the enforcement thereof or on damages are provided in the Maine Condominium Act at: Section 1604-112. Express Warranties of Quality; Section 1604-113. Implied Warranties of Quality; Section 1604-114. Exclusion or Modification of Implied Warranties of Quality; and Section 1604-115. Statute of Limitations for Warranties.

## XIII. LITIGATION INVOLVING THE CONDOMINIUM OR THE CONDOMINIUM ASSOCIATION

As of the effective date of this Public Offering Statement, there are no judgments against the Association nor is the Association a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation material to the Condominium.

## XIV. CONDOMINIUM INSURANCE

The Executive Board is required by the Declaration to maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof.

The Declaration also requires the Executive Board to obtain and maintain as a Common Expense adequate directors and officers insurance coverage, any other insurance required by governmental or quasi-governmental agencies, workmen's compensation insurance if required by law and directors' and officers' liability insurance.

The premiums for all insurance coverage obtained and maintained by the Association will generally be a Common Expense of the Condominium paid for by the Unit Owners as part of their assessments. The Declaration states the instances where a purchaser will be responsible for additional insurance costs.

In general, the insurance coverage provided by the Association does not insure all the physical improvements within the boundaries of each Unit, nor appliances or the personal property of a Unit Owner and does not insure Unit Owners against liability arising from an accident or injury occurring within a Unit or from the Unit Owner's own negligence.

The Declaration more specifically sets forth the provisions concerning the types of

insurance coverage to be provided by the Association.

Each Unit owner is responsible for insurance on the contents of the Unit and addition and improvements thereto. The Declaration requires each purchaser to obtain certain hazard and general liability insurance coverage.

## XV. EXTENT TO WHICH FINANCIAL ARRANGEMENTS HAVE BEEN PROVIDED FOR COMPLETION

Declarant has obtained a mortgage loan from Partners Bank to finance the construction and completion of Units 1 - 20 as shown on the Plats, together with certain infrastructure associated therewith, including without limitation the roads and parking areas depicted thereon.

## XVI. ZONING AND LAND USE REQUIREMENTS

The underlying zones are the C-3 and RCCFO Districts. The MeDEP Site Location of Development Act and Natural Resources Protection Act permits, L-27306-87-G-N and L-27306-TC-H-N, were issued on November 24, 2020, as transferred.

## XVII. AMENDMENTS

This Public Offering Statement is subject to change without notice in order to reflect changes in the information and materials herein set forth or otherwise required by the Act.

## INFORMATION OR DATA NOT SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON.

INFORMATION OR DATA NOT SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED IN WRITING BY THE DECLARANT TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT SPECIFICALLY CONTAINED HEREIN. THIS PUBLIC OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED ORALLY OR BY ANY ONE OTHER THAN THE DECLARANT OR PERSONS SPECIFICALLY AUTHORIZED IN WRITING BY THE DECLARANT. THIS PUBLIC OFFERING STATEMENT MAY NOT BE USED TO CONSTRUE, ALTER, AMEND OR MODIFY THE CONDOMINIUM DOCUMENTS.

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## EXHIBITS

Exhibit "1" - Declaration of Condominium
- Exhibit A – Property Description
- Exhibit B – Condominium Plat
- Exhibit C – Allocated Interests
- Exhibit D – Association Bylaws

Exhibit "2" - Budget
Exhibit "3" - Purchase and Sale Agreement
Exhibit "4" - Unit Inspection Form
Exhibit "5" - Limited Warranty Certificate Covering Unit
Exhibit "6" - Agreement to Reduce Period of Limitations For Unit and Common Elements
Exhibit "7" - Limited Warranty Certificate Covering Common Elements
Exhibit "8" - Agreement to Reduce Period of Limitations For the Common Elements

**Exhibit "1"**
**Declaration of Condominium**

# DECLARATION OF THE COVE AT HIGHLAND LAKE CONDOMINIUMS

**August____, 2024**

**DECLARATION OF THE COVE AT HIGHLAND LAKE CONDOMINIUMS**

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**DECLARATION OF THE COVE AT HIGHLAND LAKE CONDOMINIUMS**

## ARTICLE 1
## DECLARATION OF CONDOMINIUM PROPERTY

THIS DECLARATION OF THE COVE AT HIGHLAND LAKE CONDOMINIUMS ("Declaration") is executed by **19 Roosevelt Trail LLC**, a Maine limited liability company ("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 Property.** The Declarant as the owner in fee simple of land located on Roosevelt Trail in the Town of Windham, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements now or hereafter located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act (the "Condominium") known as The Cove At Highland Lake Condominiums. The name of the Unit Owners' association is The Cove At Highland Lake Condominiums Association, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and the initial units known as Units 1, 2, 5, 6 19 and 20.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to a total of sixty (60) Condominium Units with associated Common Elements.

**§1.2 Applicability.** This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to the 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 at any time any interest in or entering upon the Property.

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

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

## ARTICLE 2
## DESCRIPTION OF PROPERTY

**§2.1 Description of the Property.** A legal description of the Property included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat and Plans entitled

"_____" dated _____ by Terradyn Consultants, LLC and recorded in the Cumberland County Registry of Deeds in Plan Book ___, Page ___ (the "Plat"), a reduced copy of which is attached hereto as **Exhibit B**.

**§2.2 Location and Dimensions of Buildings and Units.** The term "Building" means any building erected or hereafter erected on the Property containing one or more Units or Limited Common Elements, 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 Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat.

The proposed location and dimensions of each Unit together with its appurtenant Limited Common Elements are depicted on the Plat. The proposed 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 Plat, as further appears in Article 5 below.

**§2.3 Recorded Plat.** The original Plat and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

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

**§2.5 Development Right to Withdraw Land from the Condominium.** Declarant reserves the right to withdraw a certain portion of the land comprising the Condominium from the Condominium, which land is identified on **Exhibit B** as "Land Subject to Withdrawal" (the "Land Subject to Withdrawal") attached to and made a part hereof. Only Declarant may exercise these rights, and Declarant must exercise the development right to withdraw the Land Subject to Withdrawal no later than ten (10 years from the date this Declaration is recorded. The Land Subject to Withdrawal shall be separately taxed and assessed against the Declarant for such ten (10) year period pursuant to Section 1601-105(c) of the Act unless Declarant terminates its right to withdraw the Land Subject to Withdrawal within such ten (10) year period, or the Land Subject to Withdrawal is sooner withdrawn from the Condominium. If necessary, the Declarant shall prepare and record an amendment to this Declaration and the plats and plans to conform to the requirements of Section 1602-109 of the Act.

## ARTICLE 3
## CONDOMINIUM UNITS

**§3.1 Creation of Subsequent Units.** Initially six (6) Units are created under this Declaration, being Units 1, 2, 5 and 6, 19 and 20. The Declarant has reserved the right to create up to fifty four (54) additional Units for a total of up to sixty (60) Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in

an amendment to **Exhibit C**, 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 Plat.

**§3.2 Description of the Units.** "Unit" consist of parcels of land that are a portion of the Property together with the air space above the surface of the earth, the vertical boundaries of such unit, the identification number of the unit, and approximate area of the unit being shown on the Plat, along with the limited common elements appurtenant thereto, which are further described in Article IV, below. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat of the Property as amended from time to time.

**§3.3 Unit Boundaries.** The boundaries of each Unit created under this Declaration shall be shown on the Plat, and consist of:

A. Horizontal Boundaries: The lower horizontal boundary of each unit is the final graded physical surface of the earth, whether natural or disturbed, approximately as shown on the Plat, extending to an intersection with the vertical (perimeter) boundaries. The units have no upper horizontal boundaries.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the Units generally are the vertical planes in the locations depicted as the perimeter of the Units on the Plat and being perpendicular to the general surface of the earth within the unit and extending skyward from the lower horizontal boundary.

All residential dwellings, garages, and other structures, fixtures and improvements at any time located within a Unit's boundaries, whenever constructed, are a part of that Unit, except as expressly provided in this Article 3 and elsewhere in this Declaration.

A Unit does not include: the earth and land underlying a Unit's lower horizontal boundary and any improvements therein from time to time, all pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines which serve more than one Unit or the common elements (excepting equipment owned by public and municipal utilities) up to the valve, switch or shutoff between common and exclusively used portions thereof, with the valve, shut off or switch being a part of the Unit; the driveway leading to the Unit garage from the common drives and access ways shown on the Plat. A Unit does include any doors within or outside of the vertical boundary of the Unit that are intended to be primarily used for recreational vehicle or golf-cart access.

**§3.4 Allocated Interests**. 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 C**.

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Units which have been created in the Condominium subject to rounding in order to permit ease of administration; provided, however, that the percentage stated in **Exhibit C** (as it may be amended) shall prevail in any event. Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

## ARTICLE 4
## COMMON ELEMENTS, LIMITED COMMON ELEMENTS

**§4.1 Common Elements**. The term "Common Elements" means the entire 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 roads, drives, landscaping, vegetation;

ii. The utility lines, pipes, wires, electrical and transmission wires and conduits, life safety systems, distribution pipes, and water and sewer utility lines, sewer pump station and other equipment and fixtures which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Units as defined above);

iii. Stormwater facilities, detention systems and ponds;

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.

**§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: in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: for each Unit the driveway leading to the Unit from the common drives and access ways as shown on the Plat and all land and improvements located within the Limited Common Element boundary area of each Unit as shown on the Plat and the improvements located in the earth under each unit's lower horizontal boundary from time to time.

**§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 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 to exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

## 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, locate in the Common Elements and Units of the Property, even though not depicted on the Plat, 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 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 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 use 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 is completed (including any future Units which may be created hereunder), to approve of the creation of easements between a Unit and an adjoining limited common element in accordance with Section 4.4 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 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; and

(i) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restriction:

**§ 5.2 PHASING.** Developer reserves the rights but not the obligation until seven (7) years from the date of the recording of this Declaration:

A. To create on the Property a total of up to sixty (60) Units, Common Elements and Limited Common Elements appurtenant to such Units on the Property as described in the attached Exhibit A, all pursuant to Section 1602-110 of the Condominium Act. Said conversion creating additional Units may be composed of up to a total of twenty-two (22) buildings plus Limited Common Elements. The projected location and approximate dimensions of the Units and Limited Common Elements for said buildings are shown on the Plat. Said additional buildings, Units and Limited Common Elements need not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 5.1 above. Upon the addition of Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Phase(s) 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 Units.

All such future Units, Common Elements and Limited Common Elements *shall be* consistent with the initial Units in terms of the quality of construction and general architectural style. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to such Units including, without limitation, the restriction to residential use set forth herein. Declarant need not add said buildings or said Limited Common Elements to the Condominium and hence said buildings, Units, Common Elements and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Building Phase must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder within seven (7) years of the recording of this Declaration.

B. To convert Units into Common Elements or Limited Common Elements, to convert Common Elements into Units, to withdraw real estate from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any Unit of access or utilities).

C. Upon the addition of such Units to the Condominium, the withdrawal of Units from the Condominium, or the conversion of Units into or form Common Elements, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and **Exhibit C** shall be amended accordingly.

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 Plat as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

**§5.3 Assignment.** All or any part 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.

**§5.4 Amendment, Waiver, Etc.**

ARTICLE 5 shall not be amended or waived 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 its 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**. The term "Association" 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 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 and the Maine Non Profit Corporation Act.

**§6.2 Board of Directors Powers; Declarant Control Period**. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, 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 Units, 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, without the necessity of obtaining resignations. The directors 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 five (5) natural persons, the exact number of which shall be established by the Bylaws of the Association but which shall not exceed the number of Units which have been created hereunder. A majority of such 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 generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units 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.

**§6.3 Bylaws**. The initial bylaws of the Association are attached hereto as **Exhibit D**.

**§6.4 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 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. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the 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, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), 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, this Declaration and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Property shall be borne by the Unit Owners by means of assessments as set forth herein.

**§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 less than all Units in a manner which is not uniform among all Units, then such Limited Common Expense may be assessed solely against the benefited Unit 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 uniquely benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services if any, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements and the expenses of the maintenance, repair and replacement of the water and system 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 supplied to the Units as Service Charges.

(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 including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

(e) In any event no later than 60 days after the first Unit is conveyed, all Units owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

**§7.3 Service Charges.** The Association shall have the express power to 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 any 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) 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.

**§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 or the Condominium Act, all interest at the rate of 18% per annum or such lesser rate as may be established by the Board of Directors, and late charges and legal fees and other costs of collection thereof.

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.

(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 within 60 days of the date adopted by the Board of Directors.

**§7.7 Working Capital Fund.** At the time of the initial transfer of title by the Declarant the purchaser of each Unit shall pay to the Association an amount equal to two (2) months common charges, to be used in accordance with such purposes approved by the Board of Directors from time to time, including without limitation, to cover any operating deficit, to meet unfunded expenditures, for capital reserves or to purchase any additional equipment or services. Such fund shall be owned by the Association and held at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

## ARTICLE 8
## MAINTENANCE AND USE

**§8.1 General Maintenance Responsibilities**. Except as provided elsewhere in this Declaration, 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.

**§8.2 Maintenance of Common Elements**. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including without limitation the maintenance of any stormwater system, 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.

**§8.3 Maintenance and Repair of Unit and of Limited Common Elements.** Each Unit Owner shall keep and maintain all buildings, structures, improvements and fixtures within and upon a Unit and the Limited Common Elements allocated exclusively to that Unit, including without limitation the yard area and driveway, in good order, condition and repair and in a clean and sanitary condition, all at the Unit Owner's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all exterior redecorating and painting that may at any time be necessary to maintain the good appearance and condition of his or her Unit comparable to new and otherwise in accordance with the standards and schedules established by the Board from time to time. Notwithstanding the foregoing, the Association shall be responsible for snowplowing the driveway of each Unit and mowing the lawn of the Limited Common Element of each Unit. Each Unit Owner shall be responsible for shoveling snow from all walkways located within the Limited Common Element of each Unit and for landscaping the Limited Common

element of their respective Unit. Each Unit Owner shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. If any Unit Owner fails to perform such maintenance or repair within one hundred and eighty (180) days of written notice from the Association or in the event of emergency, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the Limited Common Element of each Unit and perform such maintenance or repair in the name of the Owner. The Association shall be entitled to assess the expense thereof as a Service Charge due in full at the time of the next regular monthly payment. Each Unit Owner shall promptly report to the Board or the managing agent any defect or need for repairs to the Common Elements and Limited Common Elements for which the Association is responsible pursuant to this Declaration or the Condominium Act.

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.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease or non-household chemical into the sewage system.

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.

**§8.4 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.

**§8.5 Restrictions on Use, Occupancy Restrictions and Alienation of 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 for single family residential purposes, 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.

1. The Condominium is subject to the Housing for Older Persons Act of 1995, whereby at least 80 percent (80%) of the occupied units must be occupied by at least one person who is 55 years of age or older. The Condominium must adhere to the policies and procedure that demonstrate the intent to provide housing for older persons and the Condominium must comply with rules issued by the Secretary of Housing and Urban Development for verification of the occupancy.

2. The Condominium shall be used and occupied only for "Age Restricted Housing" as set forth in the Town of Windham Zoning Ordinance. As used herein, "Age Restricted Housing" means "residential housing designed and operated in accordance with the Federal Older Persons Act of 1995, in which at least 80% of the occupied units contain at least one person aged 55 years or older and a maximum of 20% of the units may be occupied by residents aged 18-54 and children under the age of 18 may visit but may not establish permanent residence.

(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 Property for which the Association is required to maintain pursuant to this Declaration, 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. No waste may be committed on or to the Common Elements.

(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 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. A Unit Owner may keep within such Unit up to two dogs, two cats and a reasonable number of other ordinary inside household pets in a Unit subject to the 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. No dogs, cats or other

pets shall be permitted outside of a Unit except on a leash attended by a responsible person. 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 Bylaws or 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 Property. Notwithstanding the foregoing, in no event shall any "fighting" or "guard" dog type breeds be permitted on the Property including, but not limited to the following breeds: akitas, presa, canario, chows, pit bulls, rottweilers, wolf dogs, staffordshires, any breed or mixed breed that has a history of biting or vicious tendencies that could present a potential severity exposure, and German shepherds that are not trained or have a history of one or more biting incidents.

(e) *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. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements, other than the interior of the garage Limited Common Elements.

(f) *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.

(g) The Association may adopt reasonable rules and regulations regulating antennas, or any other structures, fixtures or personal property that materially and adversely affects the appearance of the exterior of buildings and other structures within or upon a Unit. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, in the Limited Common Elements except pursuant to reasonable rules and regulations adopted by the Association.

(h) *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 Windham. 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.

(i) The Association's sewage system shall be used only for ordinary household purposes.

**§8.6 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 Property, and such vehicles must be in operable condition and fully licensed for operation on public highways.

No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may be kept or parked on the Property except within the garage forming a part of the Limited Common Elements. No snowmobiles, all terrain vehicles or similar items may be operated on the Property.

Motor vehicles may be parked only in the garage and in the driveway adjacent to each Unit designated as a Limited Common Elements and in those portions of the Common Elements designated from time to time by the Board of Directors for parking. No parking shall be permitted in areas posted against parking by the Board of Directors, and overnight parking shall be permitted in the common streets only by Unit Owners and guests of Unit Owners when reasonably necessary. Other than the driveway Limited Common Element appurtenant to each Unit or as the Board of Directors may permit from time to time, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis. No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to driveway or parking areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking and the use and storage of motor vehicles generally.

(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) materially alter the grading or landscaping, nor (iii) 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. Privacy screenings and plantings around Units with patios shall be permitted without Board of Director approval.

(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. The Board of Directors shall have sole authority to erect the exterior sign or signs authorized by the Town of Windham. 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 pursuant to the Rules and Regulations.

(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.

**§8.7 Leasing**.

(a) All leases must be in a written form approved by the Board of Directors. No unit shall be rented to an individual who is not at least 55 years of age without the sole consent of the Board. Each Unit Owner agrees to comply with the Fair Housing Act when leasing a unit and will use the following language in any advertisement: "This housing community complies with the requirements of the Fair Housing Act. This housing is intended for persons 55 years of age and older, although certain exemptions may permit a person younger 55 (but at least 18 years of age)to reside in this housing community." No Unit shall be rented for transient or hotel purposes, or in any event for a period of less than six (6) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No unit Owner shall lease a Unit other than on a lease (1) requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association; (2) providing that failure to comply therewith constitutes a default under the lease; and, (3) providing that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Lessors thereunder after 30 days prior written notice to the Unit Owner in the event of default by the lessee in performance of the lease. The Executive Board may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner, shall, promptly following the execution of any lease to a Unit, forward a conformed copy thereof to the Executive Board.

(b) 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. However, such rentals or leases shall be subject to the restrictions set forth above.

**§8.8 Voluntary Resale of Units** The following provisions apply to the sales of Units by all Unit Owners other than the Declarant:

(a) No Unit Owner may transfer his or her Unit without complying without

complying with the requirements of the Fair Housing Act as it applies for housing intended for persons 55 years or older. No Unit Owner may transfer a Unit to anyone under the age of 55 years without the consent of the Board. The Unit Owner must use the following language in their advertisement of the Unit:

> "This housing community complies with the requirements of the Fair Housing Act. This housing is intended for persons 55 years of age and older, although certain exemptions may permit a person younger 55 (but at least 18 years of age) to reside in this housing community."

## 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**. 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. Upon request of the Association, each Unit Owner shall provide the Association with a copy of each key to the Unit.

**§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, 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**. A 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 by prepaid United States Mail, return receipt requested, 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;

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 Property; and

x. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

**§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, Eligible Mortgage Holders 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 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 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 Association Public Liability Insurance**. The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the Unit Owners, in their capacity as Unit Owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed periodically by the Board and may be changed in the Board's discretion.

§**11.3 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; and

v. 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.

**§11.4 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 Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the 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).

§**11.5 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.

**§11.6 Unit Owner Insurance**. **EACH UNIT OWNER ACKNOWLEDGES THAT THE ASSOCIATION WILL NOT MAINTAIN INSURANCE AGAINST FIRE AND OTHER HAZARDS ON THE DWELLING AND OTHER IMPROVEMENTS CONSTRUCTED WITHIN A UNIT AND THE LIMITED COMMON ELEMENTS ALLOCATED TO SUCH UNIT**. As such, each Unit Owner shall be solely responsible for maintaining property insurance with respect to its Unit and the buildings, structures and improvements located thereon insuring against loss or damage, including without limitation those by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. Any Unit Owner who obtains individual insurance policies covering any portion of the Property other than the Unit and improvements thereon belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance. The Association shall have no obligation to maintain liability insurance for the benefit of any Owner except as expressly required by Section 12.2 below. Each Unit Owner shall be responsible for maintaining liability insurance with respect to its unit and the use, occupancy and ownership thereof, which policy shall name the Association as an additional insured, and the Unit Owner shall provide to the Association a current certificate of such insurance, including the renewals thereof. All such Unit Owner's policies shall contain waivers of subrogation.

In the event of damage to or destruction of any building, structure or improvement located on a Unit or Limited Common Element assigned exclusively to that Unit, the Unit Owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct harriers around any unsafe condition on the Unit resulting from such damage or destruction and, by no later than one (1) year after the date of such damage or destruction, shall cause the buildings, structures or improvement to be reconstructed substantially identical in design and materials to the damaged buildings, structures or improvements when new (the plans for which the Board will endeavor to keep on file at the Association's office). If the Unit Owner elects not to rebuild a damaged or destroyed structure within a Unit or Limited Common Element, the Unit owner promptly shall restore the Unit or Limited Common Element, or the relevant portion thereof, to its natural condition. If the Unit Owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall have no obligation, to do so and to charge the cost thereof to the Unit Owner as a service charge as provided in this Declaration.

## ARTICLE 12
## DAMAGE OR DESTRUCTION.

**§12.1 Repair.** Any portion of the 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 Element 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 $250 of the insurance deductible for damage to their Units or such greater portion of the deductible 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 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 building or any portion thereof is under construction prior to its creation as a Unit and the time the Unit

commences paying common charges, 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 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 eighty (80) percent 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 Property to the Condominium Act.

**§13.2 Effect of Termination.** Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the 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 Plat 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 pursuant to the exercise of Development and Special Declarant Rights under this Declaration and/or the Act.

(ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either 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**. The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto 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 Bylaws, and/or (c) 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 defaulting 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, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, 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 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.

*[space intentionally left blank; signature page follows]*

WITNESS its hand and seal as of _____ ____, 2024.

**19 Roosevelt Trail LLC**

_____ By: _____
Witness Name:
Title:

STATE OF _____
County of _____, ss. _____ __, 2024

Personally appeared the above-named _____, Authorized Agent of 19 Roosevelt Trail LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity, and the free act and deed of said limited liability company, before me,

Name: _____
Attorney at Law/Notary Public

## Exhibit A

## Legal Description of the Land

A certain lot or parcel of land, with the buildings thereon, situated on the northeasterly side of the Bridgton Road, in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the northeasterly side line of the Bridgton Road at the southerly corner of land conveyed by Ione F. Cobb to Sarah M. Cobb, by deed recorded in Cumberland County Registry of Deeds in Book 1671, Page 25; thence southeasterly by the Bridgton Road five hundred (500) feet to an iron pipe; thence northeasterly parallel with said Cobb land forty-five (45) rods to an iron pipe; thence northwesterly parallel with the Bridgton Road five hundred (500) feet, more or less, to an iron pipe at the southeasterly side line of said Cobb land, thence southwesterly by said Cobb land forty-five (45) rods, more or less, to the point of beginning. Containing eight and one-half (8 ½) acres, more or less.

Excepting, however, so much of the premises above-described as was conveyed by Percival O. Bailey and Avis L. Bailey to Henry L. Foster, et al, by deed dated November 4, 1932, and recorded in said Registry of Deeds in Book 1409, Page 385, and by deed dated November 24, 1941, and recorded in said Registry of Deeds in Book 1649, Page 411, and so much of the said premises as is conveyed by Percival O. Bailey, et al, to Robert H. Bailey et al by deed dated June 12, 1947, and recorded in said Registry of Deeds in Book 1876, Page 40.

Subject to a drainage easement and plunge pool and vegetated buffer easement granted to the State of Maine Department of Transportation as set forth in a Notice of Layout and Taking dated April 9, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19354, Page 256 as shown and depicted on State of Maine Department of Transportation Right of Way May for State Highway "14" (U.S. Route 302) as Federal Aid Project No. F-NH-014(58)E Part II dated July of 2002 and recorded in the Cumberland County Registry of Deeds in Book on October 4, 2007 in Plan Book 207, Page 587.

Also another certain lot or parcel of land, with any buildings thereon, situated on the northeasterly side of the Bridgton Road in said Town of Windham, and in the Town of Falmouth, in said County and State, bounded and described as follows:

Beginning at an iron pipe on the northeasterly side line of the Bridgton Road at the southerly corner of the first parcel of land herein described;

Thence southeasterly by the Bridgton Road to an iron stake at the westerly corner of land conveyed by Ione F. Cobb to Donald H. Mears by deed dated July 17, 1946, and recorded in said Registry of Deeds in Book 1833, P373;

Thence northeasterly by said Mears land to the northerly corner thereof;

Thence southeasterly by said Mears Land to the westerly corner of land conveyed by Avis L. Bailey to Amos A. Hawkes by deed dated Sept. 1, 1937, and recorded in said Registry of Deeds in Book 1533, Page 251;

Thence northeasterly by said Hawkes land to a stake at the southerly end of a small sandy beach on the shore of Highland Lake;

Thence northerly by the shore of Highland Lake to the southerly corner of land conveyed by Avis L. Bailey et al, to Sadie C. Dow, by deed dated September 16, 1944, and recorded in said Registry of Deeds in Book 1847, Page 461;

Thence northwesterly by said Dow land Four Hundred (400) feet, more or less, to a stake in the southeasterly side of a right of way;

Thence southwesterly by the edge of said right of way to the northeasterly side line of the first parcel of land herein described;

Thence southeasterly by said first parcel to the easterly corner thereof;

Thence southwesterly by said first parcel to the point of beginning.

Excepting, however, so much of said premises as was conveyed by Avis L. Bailey to Anna Mae Southard et al, by deed dated June 24, 1954, and recorded in said Registry of Deeds in Book 2181, Page 311.

This conveyance is made subject, however, to the rights and privileges conveyed by Avis H. Bailey, et als, to Cumberland County Power and Light Company by deed dated July 2, 1931, and recorded in said Registry of Deeds in Book 1378, Page 56.

This conveyance is made together with and subject to all easements, rights of way, appurtenances, conditions, and encumbrances of record to the extent still in full force and effect.

Also, RELEASING all of Grantor's interest in the following described premises:

A certain lot or parcel of land, with the buildings thereon, situated on the Northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground on the Northeasterly side line of Roosevelt Trail at the Westerly corner of land now or formerly of Esad & Hajrija Tikvesa (21,759/158);

Thence N 65° 33' 50" E along land of the said Tikvesa 216.05 feet to an iron pin found set in the Northerly corner of land of the said Tikvesa and the Westerly corner of land of the Patricia K. McDermott Revocable Living Trust (27,721/92);

Thence N 78° 27’ 09” E along land of the said Trust 134.66 feet to the end of a stone wall;

Thence S 57° 43’ 03” E continuing along land of the said Trust 917.23 feet to a 5/8” capped rebar (#1328) set in the ground at the Westerly corner of land now or formerly of Alerton H. Hawkes (15,152/263);

Thence N 32° 16’ 57” E along land of the said Hawkes 332 feet, more or less, passing through an iron pipe found set in the ground at the shore of Highland Lake;

Thence Northerly by the shore of Highland Lake 582 feet, more or less, to a small stream and the Southerly corner of land now or formerly of John A. & Katheryn G. Dow (20,634/27);

Thence Northerly along the center of the stream and land of the said Dow 280 feet, more or less to a point;

Thence N 50° 15’ 56” W continuing along land of the said Dow, passing through a 5/8” capped rebar (#2273), a distance of 433.23’ to a 5/8” capped rebar (#2273) found set in the ground at the Westerly corner of land of the said Dow;

Thence N 39° 33’ 00” E continuing along land of the said Dow 41.33 feet to a 5/8” capped rebar (#2273) found set in the ground;

Thence N 45° 43’ 30” E continuing along land of the said Dow 59.04 feet to a 5/8” capped rebar (#2273) found set in the ground;

Thence N 72° 54’ 38” E continuing along land of the said Dow 76.96 feet to a 5/8” capped rebar found set in the ground;

Thence N 63° 11’ 42” E continuing along land of said Dow 145.80 feet to a point;

Thence N 43° 36’ 52” E continuing along land of the said Dow 125.32 feet to a stone wall on the Southwesterly side line of land now or formerly of Kirkpatrick (31,652/273);

Thence N 36° 38’ 37” W along land of the said Kirkpatrick, crossing Dow Road 21.08 feet to a 5/8” capped rebar (#2080) found set in a stone wall corner marking the Easterly corner of land now or formerly of Patricia K. McDermott Revocable Living Trust (27,721/90);

Thence S 59° 40’ 35” W along the said stone wall and land of the said Trust 446.86 feet to a point;

Thence S 66° 14’ 37” W continuing along the said stone wall and land of the said Trust 137.59 feet to the end of the said stone wall;

Thence S 83° 19’ 01” W continuing along land of the said Trust 323.27 feet to land now or formerly of Daniel A. liberty, Jr. (13,238/300);

Thence S 57° 03’ 50” W along land of the said Liberty 660.53 to a point on the said side line of Roosevelt Trail;

Thence Southeasterly along the said side line of Roosevelt Trail following a curve to the left having a radius of 1929.11 feet a distance of 147.70 feet to a point;

Thence S 22° 29’ 24” E continuing along the said side line of Roosevelt Trail 41.24 feet to a point;

Thence S 31° 22’ 28” E continuing along the said side line of Roosevelt Trail 378.94 feet to the point of beginning.

All bearings are Magnetic of the year 1966.

This conveyance is made subject to the rights of others in and to the said Dow Road as it crosses the above described lot.

This conveyance is made subject to a drainage easement granted to the State of Maine. See Notice of Layout and Taking recorded in the Cumberland County Registry of Deeds in Book 19,354, Page 256.

# Exhibit B

# Condominium

# Plat

MATCHLINE - SEE SHEET CP-2

N/F
Richard J. Cantz, Jr. Karen L. McKinley
Lot 8
(13,897/38)

N/F
John W. Stanholtz
Lot 7
(32,195/333)

N/F
Eric A. Garland
Lot 6
(23,832/174)

N/F
Community Housing of Maine
Lot 2 (13,488/122)

N/F
John A. & Katheryn G. Dow
(20,634/27)

N/F
Daniel A. Liberty, Jr.
(33226/279)
Land Conveyance from Chase Custom Homes & Finance, Inc. to Daniel A. Liberty
Dated October 22, 2020

N/F
Vladimir V. & Oksana G. Popov
Lot 1
(17,696/256)

N/F
Sandra L. & Augustus Clark, Sr.
(12,794/78)

N/F
Daniel A. Liberty, Jr.
(13,238/300)

Other land of:
19 Roosevelt Trail LLC,
(40527/307)

N/F
Esad & Hajrija Tikvesa
(21,759/158)

N/F
Robert Pendexter
(3190/661)

N/F
Stephen J. & Katherine L. Vasapolli
(15,416/1)

N/F
Patrick Hennessy
(36705/149)

5/8" CAPPED REBAR 6" TALL, #2273

5/8" CAPPED REBAR FLUSH, #2273

5/8" CAPPED REBAR 6" TALL, #2273

5/8" CAPPED REBAR 6" TALL, #2080

5/8" CAPPED REBAR LEANING 6" TALL, #2080

5/8" CAPPED REBAR 6" TALL, #2080

5/8" CAPPED REBAR 10" TALL, #2080

5/8" CAPPED REBAR 10" TALL, #2080

5/8" CAPPED REBAR FLUSH, #1328

5/8" CAPPED REBAR 10" TALL, #1328

1" IRON PIPE 18" TALL

1 1/2" CHANNEL IRON 30" TALL

1 1/4" IRON PIPE 27" TALL

1/2" IRON PIPE 2" TALL, CRIMPED

1 1/2" IRON PIPE 18" TALL

3/4" REBAR 18" TALL

5/8" REBAR IN 3/4" IRON PIPE 24" TALL

S 69°42'10" W 109.7'

S 69°42'10" W 242.90'

108.70'
N 49°22'46" W

N 48°53'37" E 460.00'

264.00'
S 27°22'23" E

264.66'
N 62°37'37" E

S 27°22'23" E
30.06'

123.07'
N 27°22'23" W

265.13'
N 27°22'23" W

S 87°00'05" W 241.58'

N 87°00'05" E 125.11'

S 49°04'18" E
16.29'

N 26°24'47" E 191.68'

N 04°45'42" E 305.50'

N 04°45'42" E 395.04'

N 68°58'45" E 98.04'

N 29°24'37" E 40.04'

426.03'
N 66°34'45" W

N 17°48'07" E 134.73'

309.91'
S 32°52'39" E

314.05'
S 74°01'58" E

216.05'
N 49°14'57" E

378.94'
N 47°41'21" W

N 38°48'17" W
41.24'

L=147.70' R=1929.11'

UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
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UNIT 55
UNIT 56
UNIT 57
UNIT 58
UNIT 59
UNIT 60

FALMOUTH
WINDHAM

FIRST LIGHT DRIVE

DRIFTWOOD LANE

DAYBREAK LANE

5' WIDE WALKING TRAIL (TYP)

100' STREAM SETBACK

75' STREAM SETBACK

10' SIDE SETBACK (TYP)

60' FRONT SETBACK (TYP)

STREAM SETBACK BUFFER AREA

RAISED PEDESTRIAN BRIDGE

LAND CONVEYANCE FROM DANIEL A LIBERTY, Jr. TO CHASE CUSTOM HOMES & FINANCE, INC. (13238/301) DATED OCTOBER 30, 2020

EXISTING 5' WIDE STORMWATER EASEMENT

EXISTING STORMWATER EASEMENT

EXISTING WOODS ROAD

TENNIS COURT

CLUB HOUSE

LAND SUBJECT TO WITHDRAWAL

ROUTE 302 (ROOSEVELT TRAIL)

LAND OF NOD ROAD

VANCE DRIVE

| CONDO UNIT | MODEL | FINISH FLOOR EL. | GROUND FLOOR EL. | BASEMENT FLOOR EL. | COORDINATE PAIRS | | |
|---|---|---|---|---|---|---|---|
| | | | | | POINT # | NORTHING | EASTING |
| UNIT 20 | YORK | 223.80 | 223.30 | N/A | A | 336260.6112 | 2900881.6978 |
| | | | | | B | 336220.2696 | 2900869.4254 |
| UNIT 19 | YORK | 223.80 | 223.30 | N/A | C | 336177.8430 | 2900868.0164 |
| | | | | | D | 336165.5706 | 2900908.3580 |
| UNIT 1 | FREEPORT | 226.05 | 224.30 | 216.05 | E | 336112.3348 | 2900824.4313 |
| | | | | | F | 336097.5559 | 2900857.8054 |
| UNIT 2 | FREEPORT | 226.05 | 224.30 | 216.05 | G | 336103.0420 | 2900860.2348 |
| | | | | | H | 336088.2630 | 2900893.6089 |
| UNIT 5 | YORK | 208.70 | 208.20 | N/A | J | 336024.2045 | 2901107.9460 |
| | | | | | K | 336011.9206 | 2901148.2841 |
| UNIT 6 | YORK | 208.70 | 208.20 | N/A | L | 335969.4944 | 2901146.8630 |
| | | | | | M | 335929.1563 | 2901134.5791 |

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____ 20__
AT ___h ___m ___M. AND RECORDED IN
PLAN BOOK _____ PAGE _____.

ATTEST _____ REGISTER

NOTES:
1. THE PURPOSE OF THIS PLAT IS TO DEPICT THE UNIT NUMBERS, MODELS, ELEVATIONS AND COORDINATE PAIRS ALONG THE CORNERS OF UNITS 1 & 2 AND UNITS 19 & 20.
2. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE IN REFERENCE TO GRID NORTH, U.S. STATE PLANE COORDINATE SYSTEM, MAINE WEST ZONE, NAD83.
3. SEE SHEET CP-2 FOR ADDITIONAL NOTES.

STATE OF MAINE
JIMMY C. COURBRON
No. PLS2532
PROFESSIONAL LAND SURVEYOR

DATE: 05-01-2024

LEGEND

| EXISTING | DESCRIPTION | PROPOSED |
|---|---|---|
| | LOCUS PROPERTY LINE | |
| | PROPERTY LINE | |
| | SETBACK LINE | |
| | EASEMENT LINE | |
| | MONUMENT | |
| | IRON PIPE | |
| | BUILDING | |
| | STONE WALL | |
| | STREAM | |
| | WETLAND AREA | |

GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 INCH = 60 FT.

| NO. | DATE | REVISIONS |
|---|---|---|
| 1. | 05-01-2024 | CONDOMINIUM PLAT SUBMISSION |
| 2. | 08-06-2024 | ADD UNITS 5 AND 6 INFO |


ADDRESS: 41 CAMPUS DRIVE, SUITE 301 NEW GLOUCESTER, ME 04260
PHONE: (207)926-5111
WEB SITE: www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting


PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT: THE COVE AT HIGHLAND LAKE
19 ROOSEVELT TRAIL, WINDHAM, ME

SHEET TITLE: CONDOMINIUM PLAT

RECORD OWNER: 19 ROOSEVELT TRAIL, LLC
12 LIBERTY HILL ROAD
BEDFORD, NH 03110

DATE: 04-30-2024
SCALE: 1" = 60'
JOB NO: 1817.1
SHEET: CP-1

C:\DD\Terradyn Consultants\Project Folders - Documents\2018 Jobs\1817.1 The Cove\CAD\Permitting\1817.1 CP.dwg

## LEGEND

| EXISTING | DESCRIPTION | PROPOSED |
|---|---|---|
| | LOCUS PROPERTY LINE | |
| | PROPERTY LINE | |
| | SETBACK LINE | |
| | EASEMENT LINE | |
| | MONUMENT | |
| | IRON PIPE | |
| | BUILDING | |
| | STONE WALL | |
| | STREAM | |
| | WETLAND AREA | |

## GENERAL NOTES:

1. THE RECORD OWNER OF THE PARCEL IS ROOSEVELT TRAIL LLC BY A QUITCLAIM DEED FROM CHASE CUSTOM HOMES AND FINANCE, INC. DATED DECEMBER 14, 2023 AND RECORDED AS BOOK 40527 PAGE 302. THE BOUNDARY DESCRIBED WITHIN THIS DEED HAD BEEN PREVIOUSLY MODIFIED BY LAND CONVEYANCE BETWEEN CHASE CUSTOM HOMES & FINANCE, INC. AND DANIEL A. LIBERTY, JR. BK 13238 PG 301 AND BK 33226 PG 279.

2. THE PROPERTY IS SHOWN AS LOT 66 ON THE TOWN OF WINDHAM TAX MAP 7 AND IS LOCATED IN THE COMMERCIAL (C-3), MOBILE HOME PARK (MHPO) AND RETIREMENT COMMUNITY & CARE FACILITY OVERLAY ZONES (RCCFO). ALSO LOCATED IN THE TOWN OF FALMOUTH HIGHLAND LAKE RESIDENTIAL (HL) ZONE.

3. BOUNDARY AND EXISTING CONDITIONS INFORMATION SHOWN HEREON IS BASED SOLELY UPON A STANDARD BOUNDARY SURVEY PLAT BY WAYNE WOOD & COMPANY ENTITLED "PLAN PURSUANT TO CONSENT FINAL JUDGMENT DATED: OCTOBER 13, 2016 RECORDED: BOOK 33,523 ON PAGE 199 IN: DANIEL B. SOLELY v. CHASE CUSTOM HOMES & FINANCE, LLC AND BLESSED BY 4, LLC,". SAID PLAN RECORDED AS PLAN BOOK 216 PAGE 466. TERRADYN CONSULTANTS, LLC HAS NOT MADE AN INDEPENDENT INVESTIGATION TO THE PERIMETER PROPERTY LINES SHOWN THEREON, EXCEPT FOR:
   a) THE DEEDS REFERENCED IN NOTE 1 HAVE BEEN REVIEWED BY TERRADYN.
   b) AN RTK GPS PREAMBULATION OF THE PERIMETER WAS CONDUCTED BY TERRADYN CONSULTANTS ON FEBRUARY 2, 2024 THAT CONFIRMED, WITHIN REASON, THE MONUMENTS AND MEASUREMENTS DEPICTED ON SAID PLAN.

4. THE TOTAL, GROSS AREA OF THE SUBJECT PARCEL IS 36.8929 ACRES.

5. SPACE AND BULK CRITERIA:

COMMERCIAL (C-3) & RETIREMENT COMMUNITY AND CARE FACILITY OVERLAY DISTRICT (RCCFO)

| | |
|---|---|
| MIN. LOT SIZE: | 200,000 SF |
| NET RESIDENTIAL DENSITY: | 5,000 SF/UNIT |
| MIN. FRONTAGE: | 200' |
| MIN. FRONT SETBACK: | 60' |
| MIN. SIDE SETBACK: | 10' |
| MIN. REAR SETBACK: | 10' |
| MAX. BUILDING HEIGHT: | 35' |

6. THE DEVELOPMENT WILL CONNECT TO THE PUBLIC WATER SYSTEM.

7. HIGH INTENSITY SOIL SURVEYS WERE DELINEATED BY MARK HAMPTON ASSOCIATES, INC. DATED OCTOBER 26, 2018.

8. WETLAND DELINEATION BY MARK CENCI GEOLOGIC, INC. NORTH YARMOUTH, MAINE 04097.

9. WATER SERVICE TO THE DEVELOPMENT SHALL BE PROVIDED BY CONNECTION TO THE EXISTING 12" PORTLAND WATER DISTRICT MAIN ON ROOSEVELT TRAIL (ROUTE 302). WATER MAIN CONSTRUCTION SHALL CONFORM TO DISTRICT STANDARDS. WATER MAINS AND APPURTENANCES WITHIN THE ROUTE 302 RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY PORTLAND WATER DISTRICT. PRIVATE WATER DISTRIBUTION MAINS, SERVICES AND APPURTENANCES WITHIN THE DEVELOPMENT PROPERTY SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

10. RESIDENTIAL UNITS WILL BE SERVED BY PRIVATE ON-SITE SEPTIC SYSTEMS. SEPTIC SYSTEM LOCATIONS SHOWN ON THE PLAN SET REPRESENT LOCATIONS THAT MEET APPLICABLE LOCAL AND STATE STANDARDS. FINAL SUBSURFACE DISPOSAL SYSTEM LOCATIONS MAY BE ADJUSTED PROVIDED THAT THE NEW LOCATIONS ARE REVIEWED AND APPROVED BY THE CODE ENFORCEMENT OFFICER WITH SUPPORTING DOCUMENTATION BY A MAINE CERTIFIED SITE EVALUATOR.

11. ELECTRICAL POWER, CABLE TV AND TELECOMMUNICATIONS FACILITIES SHALL BE UNDERGROUND.

12. THE ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION IS REQUIRED BY THE TOWN OF WINDHAM TO THE EXTENT SAID ASSOCIATION IS NECESSARY TO ENSURE PERPETUAL MAINTENANCE OF THE ROADWAYS, PRIVATE WATER DISTRIBUTION SYSTEM, STORMWATER MANAGEMENT SYSTEMS, WASTEWATER TREATMENT AND DISPOSAL SYSTEMS, AND OTHER COMMON INFRASTRUCTURE ELEMENTS. REFER TO THE HOMEOWNERS ASSOCIATION DOCUMENTS FOR SPECIFIC MAINTENANCE RESPONSIBILITIES.

13. ALL ROADS IN THIS SUBDIVISION SHALL REMAIN PRIVATE ROADS AND SHALL BE MAINTAINED BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION. THE ROADS SHALL NOT BE OWNED OR MAINTAINED BY THE TOWN OF WINDHAM.

14. APPROVAL BY THE PLANNING BOARD OF THIS SUBDIVISION PLAN SHALL NOT BE DEEMED TO CONSTITUTE OR BE EVIDENCE OF ANY ACCEPTANCE BY THE TOWN OF WINDHAM OF ANY STREET, EASEMENT OR OPEN SPACE SHOWN ON THIS PLAN.

15. ROUTE 302 RIGHT OF WAY TO BE CLEARED OF SMALL TREES AND VEGETATION IN THE AREA SHOWN ON THIS PLAN.

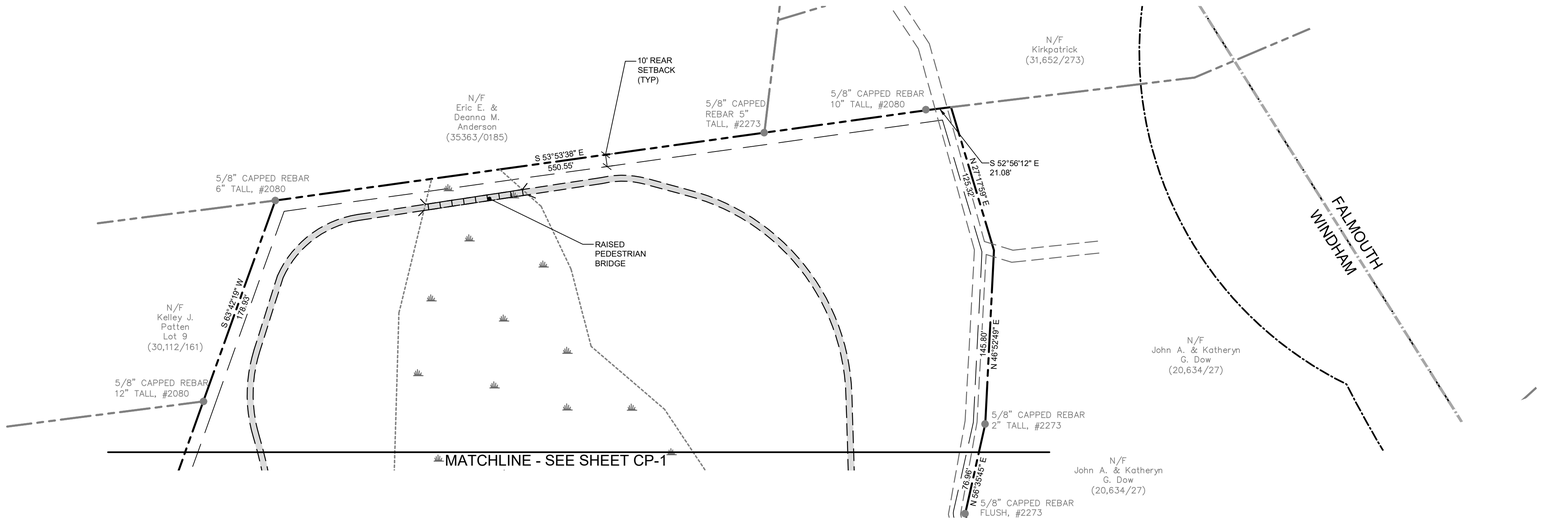
16. IN ACCORDANCE WITH THE APPROVED MAINE DEP SITE LOCATION OF DEVELOPMENT PERMIT, TREE CLEARING IS PROHIBITED BETWEEN JUNE 1 AND JULY 31 OF ANY YEAR.

17. IN ACCORDANCE WITH THE APPROVED ACOE PERMIT, ADDA NOTE TO THE OVERALL SITE PLAN NOTING THAT INSTREAM CONSTRUCTION WORK SHALL BE CONDUCTED DURING THE LOW FLOW PERIOD BETWEEN JULY 15 AND SEPTEMBER 30 OF ANY YEAR.

18. THE BOARD SHALL GRANT FINAL APPROVAL OF LOTS OR UNITS IN SUBSEQUENT PHASES ONLY UPON SATISFACTORY COMPLETION OF ALL REQUIREMENTS PERTAINING TO PREVIOUS PHASES. EVIDENCE OF SATISFACTORY COMPLETION SHALL BE A REPORT FROM THE CODE ENFORCEMENT OFFICER OR CONSULTING ENGINEER RETAINED BY THE TOWN OF WINDHAM.

**ISSUED PERMITS:**

- TOWN OF WINDHAM: SUBDIVISION APPROVAL AND SITE PLAN APPROVAL
- MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION (PERMIT # L-27306-87-G-N/L-27306-TC-H-N):
  - SITE LOCATION OF DEVELOPMENT ACT PERMIT
  - NATURAL RESOURCES PROTECTION ACT (NRPA) TIER 1 WETLAND ALTERATION PERMIT
  - NRPA PERMIT BY RULE FOR STREAM CROSSING & ACTIVITY ADJACENT TO A PROTECTED NATURAL RESOURCE.
- U.S. ARMY CORPS OF ENGINEERS: GENERAL PERMIT FOR STATE OF MAINE, CATEGORY 1 (WETLANDS) - PERMIT # NAE-2020-01499
- U.S. ARMY CORPS OF ENGINEERS: STREAM CROSSING PERMIT -PERMIT # NAE-2020-01499




GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 INCH = 60 FT.

## CONDITIONS OF APPROVAL:

1. APPROVAL IS DEPENDENT UPON AND LIMITED TO THE PROPOSALS AND PLANS CONTAINED IN THE APPLICATION DATED JANUARY 22, 2024 AS AMENDED FEBRUARY 12, 2024, AND SUPPORTING DOCUMENTS AND ORAL REPRESENTATIONS SUBMITTED AND AFFIRMED BY THE APPLICANT, AND CONDITIONS, IF ANY, IMPOSED BY THE PLANNING BOARD. ANY VARIATION FROM SUCH PLANS, PROPOSALS, SUPPORTING DOCUMENTS, AND REPRESENTATIONS IS SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING BOARD OR THE TOWN PLANNER IN ACCORDANCE WITH 120-913 AND 120-815 OF THE LAND USE ORDINANCE.

2. APPROVAL IS SUBJECT TO THE REQUIREMENTS OF THE POST-CONSTRUCTION STORMWATER ORDINANCE, CHAPTER 201. ANY PERSON OWNING, OPERATING, LEASING, OR HAVING CONTROL OVER STORMWATER MANAGEMENT FACILITIES REQUIRED BY THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN MUST ANNUALLY ENGAGE THE SERVICES OF A QUALIFIED THIRD-PARTY INSPECTOR WHO MUST CERTIFY COMPLIANCE WITH THE POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN ON OR BY JUNE 1ST OF EACH YEAR.

3. BEFORE THE ISSUANCE OF BUILDING PERMITS ARE ISSUED, THE APPLICANT SHALL PROVIDE TO THE TOWN PLANNER RECORDED AND STAMPED CONDOMINIUM DOCUMENTATION AND BYLAWS FOR THE DEVELOPMENT.

4. IN ACCORDANCE WITH §120-815C(1)(B) OF THE LAND USE ORDINANCE, THE CONSTRUCTION OF IMPROVEMENTS COVERED BY ANY SITE PLAN APPROVAL SHALL BE COMPLETED WITHIN TWO YEARS OF THE DATE UPON WHICH THE PERFORMANCE GUARANTEE IS ACCEPTED BY THE TOWN MANAGER. IF CONSTRUCTION HAS NOT BEEN COMPLETED WITHIN THE SPECIFIED PERIOD, THE TOWN SHALL, AT THE TOWN MANAGER'S DISCRETION, USE THE PERFORMANCE GUARANTEE TO EITHER RECLAIM AND STABILIZE THE SITE OR TO COMPLETE THE IMPROVEMENTS AS SHOWN ON THE APPROVED PLAN.

5. UPON THE ISSUANCE OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION TRANSFER OF OWNER SITE LOCATION OF DEVELOPMENT ACT PERMIT FOR THE DEVELOPMENT, IT IS REQUIRED THAT THE APPLICANT RECORD THE PERMIT AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. ADDITIONALLY, THE APPLICANT MUST PROVIDE AN ELECTRONIC COPY OF THE RECORDED AND STAMPED PERMIT AS WELL.

APPROVED: TOWN OF WINDHAM
PLANNING BOARD

DATE

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED _____, 20___
AT ___h ____m ____M. AND RECORDED IN PLAN BOOK _____ PAGE _____ .
ATTEST _____ REGISTER

STATE OF MAINE
JIMMY C. COURBRON
No. PLS2532
PROFESSIONAL LAND SURVEYOR

DATE: 05-01-2024

| NO. | DATE | REVISIONS |
|---|---|---|
| 1 | 05-01-2024 | CONDOMINIUM PLAT SUBMISSION |


ADDRESS: 41 CAMPUS DRIVE, SUITE 301 NEW GLOUCESTER, ME 04260
PHONE: (207) 926-5111
WEB SITE: www.terradyncons ultants.com
TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting


PERMIT DRAWING
NOT FOR CONSTRUCTION

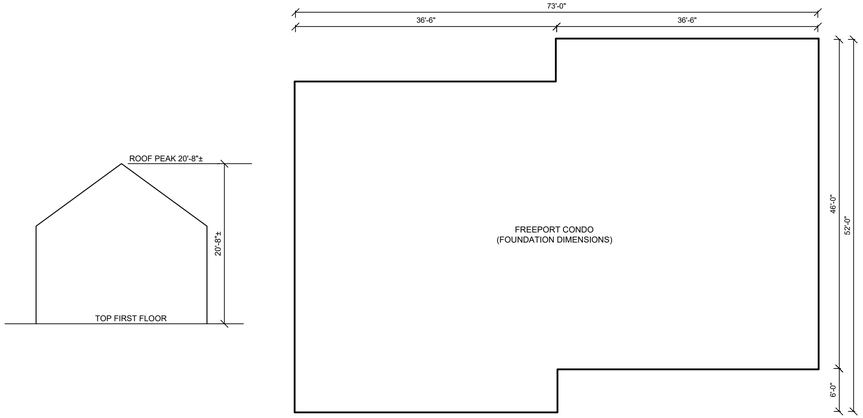
PROJECT: THE COVE AT HIGHLAND LAKE
19 ROOSEVELT TRAIL, WINDHAM, ME

SHEET TITLE: CONDOMINIUM PLAT

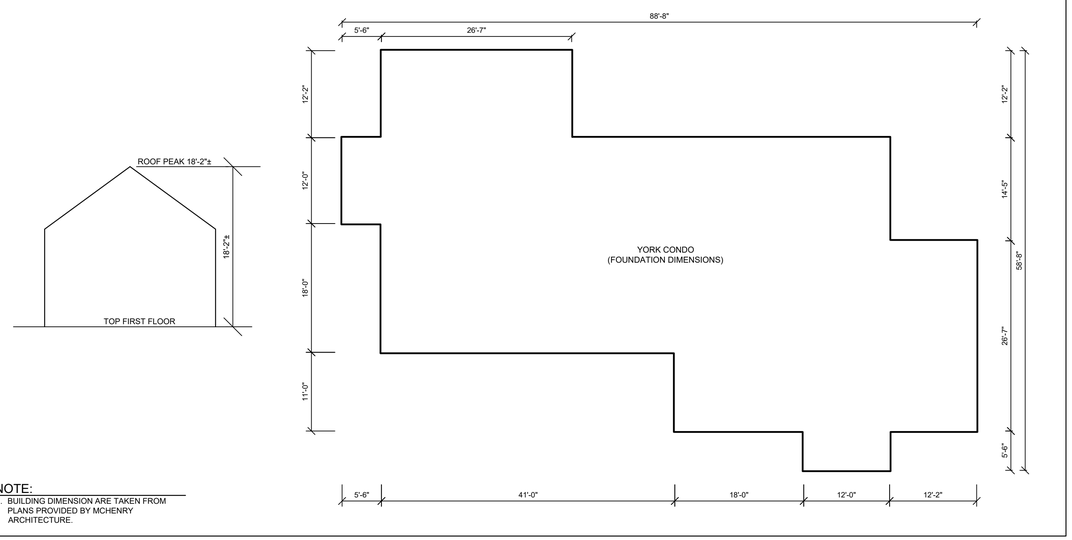
RECORD OWNER: 19 ROOSEVELT TRAIL, LLC
12 LIBERTY HILL ROAD
BEDFORD, NH 03110

| | |
|---|---|
| DATE: | 04-30-2024 |
| SCALE: | 1" = 60' |
| JOB NO: | 1817.1 |
| SHEET: | CP-2 |

C:\DD\Terradyn Consultants\Project Folders - Documents\2018 Jobs\1817.1 The Cove\CAD\Permitting\1817.1 CP.dwg




NOTE:
1. BUILDING DIMENSION ARE TAKEN FROM PLANS PROVIDED BY MCHENRY ARCHITECTURE.




NOTE:
1. BUILDING DIMENSION ARE TAKEN FROM PLANS PROVIDED BY MCHENRY ARCHITECTURE.

## THE COVE AT HIGHLAND LAKE

CONDOMINIUM UNIT MODELS AVAILABLE:

- FALMOUTH
- FREEPORT
- PORTLAND
- WINDHAM
- YORK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS

RECEIVED _____, 20___
AT ___h _____m _____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____ .

ATTEST _____ REGISTER

STATE OF MAINE
JIMMY C. COURBRON
No. PLS2532
PROFESSIONAL LAND SURVEYOR

DATE: 05-16-2024

| NO. | DATE | REVISIONS |
|---|---|---|
| 1 | 05-16-2024 | CONDOMINIUM PLAT SUBMISSION |

ADDRESS:
41 CAMPUS DRIVE, SUITE 301
NEW GLOUCESTER, ME 04260

PHONE:
(207) 926-5111

WEB SITE:
www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Surveying | Geomatics
Stormwater Design | Land Planning | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
THE COVE AT HIGHLAND LAKE
19 ROOSEVELT TRAIL, WINDHAM, ME

SHEET TITLE:
CONDOMINIUM FLOOR PLANS

RECORD OWNER:
19 ROOSEVELT TRAIL, LLC
12 LIBERTY HILL ROAD
BEDFORD, NH 03110

| | |
|---|---|
| DATE: | 05-10-2024 |
| SCALE: | 1" = 10' |
| JOB NO: | 1817.1 |
| SHEET: | CP-3 |

C:\DD\Terradyn Consultants\Project Folders - Documents\2018 Jobs\1817.1 The Cove\CAD\Permitting\1817.1 Floor Plans.dwg

## Exhibit C

## Allocated Interests

| Unit No. | Common Element Interest | Common Expense Liability | Vote |
|---|---|---|---|
| 1 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |
| 2 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |
| 5 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |
| 6 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |
| 19 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |
| 20 | 1/6 (16.667%) | 1/6 (16.667%) | 1 |

# Exhibit D

## Condominium Association Bylaws

**BYLAWS OF**
**THE COVE AT HIGHLAND LAKE**
**CONDOMINIUM ASSOCIATION**

## ARTICLE I
## Name, Location, and Fiscal Year

**Section 1. Name.** The name of the corporation is The Cove At Highland Lake Condominium Association (the "Corporation").

**Section 2. Location.** The principal office of the corporation shall be located in Windham, Maine.

**Section 3. Fiscal Year.** The fiscal year of the corporation shall, unless otherwise decided by the Executive Board, end December 31.

## ARTICLE II
## Purposes

**Section 1. Purposes.** The purposes of said corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 et seq. and to be known as The Cove at Highland Lake Condominiums and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

## ARTICLE III
## Members

**Section 1. Membership.** The owner or owners of record from time to time of each Unit of the Condominiums, shall constitute one member of the Association, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the corporation that are set forth in Exhibit C of the Declaration.

**Section 2. Termination of Membership.** The membership of each Unit owner shall terminate when they cease to be a Unit owner, and upon the sale, transfer or other disposition of their ownership interest in the property their membership in the corporation shall automatically be transferred to the new Unit owner succeeding to such ownership interest.

**Section 3. Meetings and Notice.** An annual meeting of members shall be held in November of each year commencing with 2024. Special meetings of the members may be called by the President, the Executive Board or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less

than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda. Any notice hereunder may be provided by email or other similar electronic transmission to the extent any member has provided an email address or its equivalent to the Association to be maintained in the records of the Association.

**Section 4. Quorum.** A quorum for any meeting shall be constituted by persons entitled to cast fifty (50) percent of the votes for election of the Executive Board, attending in person or represented by proxy.

**Section 5. Turnover Date.** The Declarant reserves the right, until the Turnover Date, to appoint and remove officers and directors of the corporation. The Turnover Date shall be the date on which the Declarant relinquishes all rights to appoint officers and directors as set forth in Article 6 of the Declaration. The Declarant may voluntarily surrender the right to appoint officers and directors, in which event it may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Declarant shall give written notice to all members and all eligible holders of mortgages not less than ten (10) days nor more than thirty (30) days prior to the Turnover Date and shall call for a Special Meeting of members on the Turnover Date to elect an Executive Board. Any notice hereunder may be provided by email or other similar electronic transmission to the extent any such member or mortgage holder has provided an email address or its equivalent to the Declarant or to the Association during the period of Declarant Control.

**Section 6. Conference Call or Web Attendance.** Members may participate in a meeting of the members by means of conference telephone, web platform, or similar communications equipment whereby all persons participating in the meeting have full two-way communication thus can hear and be heard, and such participation in a meeting shall constitute the presence in person at such meeting.

## ARTICLE IV
## The Executive Board

**Section 1. Composition.** The Executive Board (herein referred to as Directors) shall consist of a number, not less than three nor more than five, which shall be fixed for the ensuing year by the members at the annual meeting.

**Section 2. Election and Term.** The directors, except as provided in Article III, Section 5 and Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses or domestic partners; or in the case of a Unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. Each Unit shall have one (1) vote for each director at the first annual meeting of members. The term of office of each director shall be fixed at three (3) years, except that the initial directors shall serve for staggered terms so that no more than 50% will have a term expiring in any successive year. The directors shall hold office until their successors

have been elected unless a director provides an effective date of resignation that is prior to the next election.

**Section 3. Powers.** The business of the corporation shall be managed by the Executive Board which shall have and may exercise all the powers of the corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent. Notwithstanding the foregoing, the Board shall have no authority to approve any capital expenditure in excess of $6,000.00 (unless approved as part of the current year's annual budget) nor to authorize the corporation to enter into any contract for a term of more than three (3) years except with the approval in writing of all of the members.

**Section 4. Meetings of Directors.** Meetings of the Executive Board may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Executive Board may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice, but any such notice shall be calculated to inform Unit owners of the date, time and place, as well as the topics to be discussed at such meeting. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Unit owners shall have the right to attend meetings of the Board, subject to reasonable rules established by the Board.

**Section 5. Executive Session.** In accordance with the Maine Condo Act §1603-108, Meetings: At any meeting of the Executive Board, the President may enter the meeting into Executive Session at which only Directors and, at the discretion of the President, certain individuals shall be present. An Executive Session may be called for discussion of sensitive or confidential issues such as personnel, legal matters, or transaction negotiations. Results of said Executive Session shall, without violation of confidentiality and as appropriate, be recorded in the general minutes of the meeting. The Secretary or their designee may keep notes of the Executive Session, but such notes shall be separate from the minutes and shall be treated as confidential by the participants in the Executive Session. A final vote or action may not be taken during an executive session.

**Section 6. Conference Call or Web Attendance.** Directors may participate in a meeting of the Executive Board by means of conference telephone, web platform, or similar communications equipment whereby all persons participating in the meeting have full two-way communication thus can hear and be heard, and such participation in a meeting pursuant to this subsection shall constitute the presence in person at such meeting.

**Section 7. Quorum and Voting.** Attendance by a majority of directors then in office shall constitute a quorum. If a quorum exists, the directors present may take any action so long as they concur.

**Section 8. Vacancies.** A vacancy in the Executive Board shall be filled by appointment of the Directors and shall hold office for the unexpired term of the director whose place is vacant and until his successor is elected.

**Section 9. Removal.** A director may be removed from office only by a majority vote of the Unit owners.

**Section 10. Compensation.** Directors shall not receive compensation for their services. Directors shall be reimbursed for any out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the corporation.

**Section 11. Repeal of Board Rules.** Although the Executive Board is authorized by the Declaration to promulgate reasonable rules and regulations, a petition signed by a majority of Unit owners shall require the Board to reconsider any applicable rule or regulation and if the Board fails to repeal or revise the same in accord with such petition, a special meeting of the Unit Owners shall be called within thirty (30) days of the Board's action so that the Unit owners may vote on the action requested by the petition.

## ARTICLE V
## Officers

**Section 1. Designation and Qualification.** The officers of the corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Executive Board may elect. The President and Treasurer shall be members, spouses or domestic partners; or in the case of a Unit owner which is a corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member, but shall be a resident of Maine.

**Section 2. Election and Term.** All officers shall be elected by the Executive Board at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Executive Board following the next annual meeting of members and until their successors are elected.

**Section 3. President.** The President shall be a Director and shall be the chief executive officer of the corporation. The President shall have general supervision and control of the business of the corporation subject to the direction of the Executive Board and shall also have such other powers and duties as the Executive Board may decide. The President shall preside at all meetings of the members and at all meetings of the Executive Board. If the President is absent from any meeting of the members or Executive Board, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

**Section 4. Treasurer.** The Treasurer shall have, subject to the direction of the members or Executive Board, general charge of the financial affairs of the corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a Unit. The Treasurer shall render to the President and directors, at the regular

meetings of the Executive Board, or whenever they may require it, a statement of the financial accounts and transactions and of the financial condition of the corporation.

**Section 5. Secretary.** The Secretary shall record the proceedings of all meetings of the members and of the Executive Board in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a Unit. The Secretary shall also keep the membership transfer books of the corporation. He or she shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Executive Board, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

**Section 6. Vacancies.** A vacancy in any office may be filled by the Executive Board by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until a successor is chosen and qualified.

**Section 7. Removal.** All officers may be removed from their respective offices by the Executive Board.

**Section 8. Resignation.** Any officer may at any time resign his office by a resignation in writing delivered to the corporation at its principal office or to the President or Secretary. Such resignation sha11 be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

**Section 9. Compensation.** The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the corporation. The officers shall be reimbursed for out of pocket expenses incurred which are reasonable and necessary in perfom1ing their duties on behalf of the corporation.

## ARTICLE VI
## Assessments

**Section I. Budget.** The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including insurance, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting

the budget and determining assessments for the current year so as to credit any surplus or refund any deficit.

**Section 2. Payment.** The estimated annual budget for each fiscal year shall be approved by the Executive Board, and copies thereof shall be furnished to each member and eligible mortgage holder within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than six (6) nor more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting a majority of all Unit owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Executive Board. On or before the first day of the next quarter and of each succeeding month or quarter of the year covered by the annual budget, each member shall pay, as their respective monthly assessment for the common expenses, one twelfth (1/12) of their proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Executive Board. Such proportionate share for each member shall be in accordance with their respective ownership interest in the common areas and facilities. No member shall be relieved of their obligation to pay their assessments for common expenses by abandoning or not using their Unit or the common areas and facilities.

**Section 3. Statements.** Within ninety (90) days after the end of each year covered by an annual budget, or as soon there-after as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

**Section 4. Separate Accounts.** The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

**Section 5. Additional Assessments.** In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Executive Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for their proportionate share of such supplemental budget.

**Section 6. Common Expenses.** It shall be the duty of every member to pay their proportionate share of the common expenses, in the same ratio as their percentage of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Association, costs and reasonable attorney's fees shall constitute a debt secured by a lien on such Unit. The corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the

Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

**Section 7. Budget Expenses.** The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the corporation for work and expenses provided in the budget and to make payment therefor from the funds of the corporation.

**Section 8. Expenses Assessed Subsequent to Conveyance of Unit.** A member may not be exempt from liability for their shares of common expenses subsequently to be assessed by a conveyance of their Unit to the corporation, except by approval of all of the other members and their first mortgagees.

**Section 9. Availability of Documents.** The Corporation is required to make available to Unit owners, lenders and the holders, insurers and guarantors of the first mortgage on any Unit current copies of the Declaration, Bylaws and any other rules and regulations governing the condominiums and other books, records and financial statements of the Association, including Executive Board minutes and such other data as required by law. In addition thereto, the Association shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominiums, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

## ARTICLE VII
## Amendments

**Section 1. Amendment of By-Laws.** These Bylaws may be amended or modified from time to time by action or approval of members representing seventy-five (75) percent of the votes allocated to members, except that no amendment may violate the provisions of Maine Revised Statutes, Title 33, Chapter 31.

Revision History

Adopted: _____ __, 2024

**Exhibit "2"**
**Budget**

| The Cove: Proposed Budget | 2025 | | | | | |
|---|---|---|---|---|---|---|
| **TOTAL INCOME** | **ANNUAL** | | | | | |
| Association Fee Income | **$112,100.00** | | | | | |
| 15% Reserves | **$16,815.00** | | | | | |
| Gross Income | **$128,915.00** | | | | | |
| | **2025** | | | | | |
| | **ANNUAL** | **UNIT** | **% SHARE** | **MONTHLY** | **ANNUAL** | |
| Accounting | $500.00 | 1 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Irrigation | $5,000.00 | 2 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Common Repair + Maintenance | $5,000.00 | 3 | 4.40% | $472.69 | $5,672.26 | Portland |
| Clubhouse/Amenity Cleaning | $3,000.00 | 4 | 4.40% | $472.69 | $5,672.26 | Portland |
| Trash Removal | $10,000.00 | 5 | 4.80% | $515.66 | $6,187.92 | York |
| Management Fees | $12,000.00 | 6 | 4.80% | $515.66 | $6,187.92 | York |
| Master Insurance | $20,000.00 | 7 | 6.40% | $687.55 | $8,250.56 | Windham |
| Snow Removal | $18,000.00 | 8 | 6.10% | $655.32 | $7,863.82 | Windham |
| Landscaping/Pest Control | $15,000.00 | 9 | 6.10% | $655.32 | $7,863.82 | Windham |
| Common Wi-Fi | $1,500.00 | 10 | 6.40% | $687.55 | $8,250.56 | Windham |
| Misc. Supplies | $1,000.00 | 11 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Electric-Clubhouse | $2,500.00 | 12 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Electric-Septic/Water | $3,600.00 | 13 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Electric-Irrigation | $2,500.00 | 14 | 4.90% | $526.40 | $6,316.84 | Freeport |
| Electric-Street Lights | $3,000.00 | 15 | 4.40% | $472.69 | $5,672.26 | Portland |
| Propane-Clubhouse | $1,500.00 | 16 | 4.40% | $472.69 | $5,672.26 | Portland |
| Boat/Beach Maintenance | $3,000.00 | 17 | 4.40% | $472.69 | $5,672.26 | Portland |
| Pickleball/Bocce Maintenance | $0.00 | 18 | 4.40% | $472.69 | $5,672.26 | Portland |
| Septic Maintenance | $0.00 | 19 | 4.80% | $515.66 | $6,187.92 | York |
| Water (Testing/Maintenance) | $0.00 | 20 | 4.80% | $515.66 | $6,187.92 | York |
| Water (Usage) | $5,000.00 | **TOTALS** | **100.00%** | **$10,742.92** | **$128,915.00** | |
| **TOTAL OPERATING EXPENSES** | $112,100.00 | | | | | |
| **15% RESERVES** | $16,815.00 | | | | | |
| **GROSS EXPENSES** | $128,915.00 | | | | | |

**Exhibit "3"**
**Purchase and Sale Agreement**




**PURCHASE AND SALES AGREEMENT**
THE COVE AT HIGHLAND LAKE
**Windham, Maine**

**Date _____**

**THIS AGREEMENT** is made and dated _____, by and between **19 Roosevelt Trail, LLC**, hereinafter referred to as "Seller", of 12 Liberty Hill Rd Bedford, NH 03110 and the following persons, who are hereinafter referred to as "Buyer".

Buyer acknowledges receipt and review of the Public Offering Statement for The Cove at Highland Lake Condominiums before signing this Agreement.

Full Legal Name (Please print clearly):_____

Full Legal Name (Please print clearly):_____
(The deed will be made out to Buyers in the exact names listed above. Buyers named above will be named in the deed as Joint Tenants)

Mailing Address (for purpose of giving notices and in the deed):

_____

Day Telephone _____ Evening Telephone _____

Mobile Telephone (if any) _____

Email address (to email updates to Public Offering Statement): _____

Date of Public Offering Statement _____

In consideration of mutual covenants and obligations set forth herein, the parties hereby agree as follows:

**1. <u>Property:</u>** Subject to all of the terms and conditions hereinafter set forth, including all of the terms and conditions of the addendum(s) attached hereto which is (are) incorporated herein and made a part hereof, Seller agrees to sell and Buyer agrees to purchase the following described property (the “Unit” or “Property”):

Condominium Unit:_____ Street address:_____ in The Cove at Highland Lake

Condominiums, Windham, Maine. Buyer understands that the location of the Unit may not be exactly as shown on any plats, due to site conditions. Please refer to Schedule A, Site Plan with the Unit location identified and Initial.

**The Unit model is** _____. Please refer to Schedule B, Unit Blacklines and Initial

**2. Purchase Price:**

The base purchase price is: $_____

The total purchase price shall be the sum of the base purchase price plus the upgrades and any changes as detailed in an addendum or change order executed pursuant to Section 14 and Section 15.

**3. Deposits:**

5% of Base Purchase Price

The initial deposit of $_____shall be delivered within 3 days of the effective date of this agreement.

An Additional Deposit in the amount of $_____ to equal a total of 5% of the base purchase price shall be delivered within 3 days of Notice of Framing on Buyer's Unit.

Deposits will be held by Berkshire Hathaway HomeServices Verani Realty in a non-interest bearing account.

Upgraded Finishes & Change Orders

A deposit totaling 50% of the total upgraded finishes and change order costs shall be due upon signing of any and all selections/change order documents unless otherwise agreed. These deposits are non-refundable and will be held by 19 Roosevelt Trail LLC in a non-interest bearing account.

**4. Financing. Please Check One:**

**(1) [_____]** This agreement is not contingent on the Buyer obtaining financing for the purchase, either because Buyer is not obtaining financing or because Buyer is choosing not to apply for financing with Partners Bank.

**(2) [_____]** This Agreement is contingent upon Buyer obtaining an approved mortgage of ___% of the purchase price, at market rates, amortized over a ____ year period, from Partners Bank.

a. Buyer shall provide Seller with a mortgage commitment letter from the lender showing that Buyer has secured the loan commitment within 45 days of the execution of this agreement.

b. If this condition is not met within said time period, Seller may terminate this agreement and the Initial Deposit and the Additional Deposit shall be returned to Buyer. In such case, any Options Payment will be retained by Seller as liquidated damages.

c. If (a) is met, Buyer is obligated to notify Seller in writing if the lender subsequently notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this agreement.

**(3) [_____]** Buyers ability to purchase ____ is ____is Not subject to the sale of another property. See Addendum ____yes ____no

**5. Location and Date of Closing:** This sale shall be closed at the offices of the closing agent, the lender providing mortgage financing, or at the office of the title company provided that it is within thirty (30) miles of the Property, at a date determined in this section, and Buyer shall pay the full balance of the purchase price at that time.

a. Construction of the subject Unit is estimated to be substantially complete on or before _____.

b. Seller does not guarantee a firm completion date for construction of the Unit. Seller shall make every reasonable and diligent effort to meet the estimated construction schedule, but shall not be obliged to provide or compensate Buyer for any accommodations or inconvenience to Buyer as the result of any construction delays. Further, such delays shall not serve to cancel, amend, or diminish any of the Buyer's obligations herein. In any event the construction shall be completed not later than one year of the date of this agreement.

c. Seller shall give Buyer 10 days-notice of the exact closing date. Once such notice is given, or in any event if the Unit is substantially complete as of the date of this Agreement, **TIME SHALL BE OF THE ESSENCE**. At closing the Unit will be ready for occupancy as determined by Seller in accordance with industry standards. Buyer may conduct an inspection of the premises no later than 24 hours before the scheduled time of closing.

In the event construction of the Unit is substantially complete as of the date of this Agreement, this sale shall be closed on or before _____.

**6. Closing Costs:** Buyer will be responsible for bank application and processing fees, the cost of the closing agent, the mortgage deed and note, recording fees, Buyer's attorney's fees, Buyer's share of the Maine transfer tax and shall contribute **$_____** at closing to The Cove at Highland Lake Condominium Association (the "Association") to provide the Association with working capital. In addition, the Buyer shall pay or reimburse the Seller for any utility deposits required for the Unit being purchased.

**7. Title Defects**: If the search of title reveals any defects which are not within the scope of this Contract, Seller shall have thirty (30) days to cure such defects, in which event this transaction shall be closed within ten (10) days after delivery of evidence to the Buyer that such defects have been cured. If the Seller is

unable to convey to the Buyer a good and marketable or insurable title to said property, the Buyer shall have the right to demand and receive from the Seller all sums deposited hereunder without interest, at the same time returning to the Seller all title evidence Buyer has received from the Sellers and the Buyer's copy of this Contract, whereupon all rights and liabilities of all the parties hereto shall cease and this contract shall be null and void; or the Buyer shall have the right to accept such title as the Seller may be able to convey, and to close this transaction in accordance with the other terms as stated herein, and without any further recourse against Seller.

**8. Deed**: Title shall be conveyed by a Warranty Deed subject to those matters set forth in The Declaration, Articles and By-Laws of the Condominium.

**9. Tax Prorations:** a. If the Windham Tax Assessor has determined by date of closing that the Unit will be taxed separately as a condominium Unit for the tax year beginning July 1, 2024, property taxes will be prorated based on the sale price and the most recently available Windham tax rate. If current year's tax rate is not yet determined, the prior year's tax rate shall be used and the proration so determined shall be final.

b. If the Windham tax assessor has not determined by date of closing that the Unit will be taxed separately as a condominium Unit for the tax year beginning July 1, 2024, Seller shall be responsible for payment of property taxes for the tax year and Buyer will reimburse Seller for prorated taxes based on an estimated tax bill for the unit in the amount of $_____ for that tax year. In such event the Seller will be required to have paid the entire tax bill for all its property at the The Cove at Highland Lake Condominiums or placed an amount equivalent to a bona fide estimate of that tax liability, plus 10%, into an escrow account irrevocably designated for that purpose.

**10. Possession:** Possession of the Property shall be delivered to the Buyer at closing or as otherwise agreed to in writing between the Buyer and Seller.

**11. Membership:** Buyer recognizes that in purchasing the Property, Buyer will automatically become a member of The Cove at Highland Lake Condominium Association, a Maine non-profit corporation, and will be subject to the Articles of Incorporation and By-Laws of that Association and all the Rules and Regulations enacted by said Association, and the Declaration of Condominium on record at the Cumberland County Registry of Deeds, as it may have been amended. Buyer acknowledges and agrees that the Unit shall be owned or occupied by at least one individual age 55 or older in accordance with the local, state, and federal approvals. This provision shall survive the closing.

**12. Assessments:** Condominium assessments, if any, shall accrue beginning at closing, and will be prorated at closing. Water and sewer, if separately billed, shall be prorated at closing.

**13. Punch List**: Prior to closing, a punch list may be made by the Buyer and Seller of items which are to be corrected and adjusted within sixty (60) days after closing. Closing shall not be delayed by Buyer for Seller's failure to correct such items by the closing date set by Seller.

**14. Upgrades; Change Orders.** Any and all upgrades, alterations or deviations from the contractual specifications that result in a revision of the purchase price will be executed only upon a written change

order signed by both Buyer and Seller. The change order must detail all changes to the contract price and scope of work. Only one buyer is required to sign the change order to be effective. If for any reason there is no change order signed by Buyer, then the specifications and, if no upgrades are selected, the base specifications, shall remain unchanged. Seller may require additional deposit money, not to exceed the increase in cost reflected by the change order, and/or require additional time to complete the work. If additional time is needed, the parties shall also execute an amendment to this Agreement extended the Time for Performance hereunder.

**15. Buyer's Design Choices and Options.** All options selected by Buyer and change orders that result in an increase to the base purchase price shall be paid for and determined in immediately available funds at the time the change order is executed. All options and change orders shall be made in writing and signed by both the Seller and the Buyer in order to be valid. No construction of any options and upgrades shall begin until the Options and Upgrades Payment has been made. Any and all Options and Upgrades Payment shall be nonrefundable except in the event the Seller defaults hereunder. The Seller has the option of installing standard options in the event that options are not selected by Buyer in the timeframe set forth herein. In the event that the Buyer elect's options after the deadline set by Seller, Buyer understands that there will be delay fees and the Buyer may not extend the closing in the event that options selected after the deadline are not installed.

**16. Warranty:** The Seller guarantees all workmanship and materials subject to the terms and conditions of the one-year Limited Warranty, as set out in the Public Offering Statement. Buyer agrees to sign at closing an agreement reducing the statute of limitations for warranty claims to 2 years.

**17. Arbitration:** All unsettled claims or disputes arising after closing that are not covered by the said Limited Warranty shall be determined by arbitration with the rules of the Maine Uniform Arbitration Act unless the parties mutually agree otherwise. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity. The cost of such arbitration proceeding shall be split equally between the parties; provided, however, that each party shall bear all costs of its own attorneys' fees. If the dispute or a portion of the dispute is covered under the said Limited Warranty, the dispute or portion of the dispute shall be submitted to arbitration pursuant to the said Limited Warranty. The parties hereby expressly agree to be bound absolutely by the decision rendered. This provision shall survive the closing.

**18. Default by Buyer:** In the event Buyer fails to perform in accordance with this contract, all monies paid hereunder to Seller shall be retained by Seller as and for liquidated damages and not as a penalty, and in consideration for the execution of this Contract, it being understood that Seller's actual damages would be unascertainable.

**19. Default by Seller:** If the Seller fails to perform in accordance with this contract, Buyer shall give Seller fifteen (15) days written notice to cure such default and if Seller fails to cure default within 30 days, Buyer may terminate this contract and receive a refund of its deposit monies without interest. Buyer shall have the right to specific performance or damages as allowed by law.

**20. Attorney's Fees:** In the event Seller or Buyer engages the services of any attorney to enforce or defend his rights under the terms of this Contract or under the terms of the Limited Warranty, the prevailing party shall be entitled to recover all costs incurred, including attorney's fees on appeal to the extent permitted by law. This provision shall survive the closing of this Contract.

**21. No Recording:** This Contract or any other notice thereof shall not be recordable in any public records. Recording of this agreement by the Buyer shall render the agreement void, at the option of the Seller.

**22. Assignment:** This Contract is not assignable by Buyer unless such assignment is approved in writing by the Seller. Such approval may be withheld for any reason.

**23. Agreement Binding:** This Contract shall be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

**24. Governing Law:** This Contract of Sale and Purchase shall be governed by and interpreted under the laws of the State of Maine.

**25. Notices:** All notices and demands required herein shall be made in writing by registered or certified mail, return receipt requested, mailed to the Buyer and Seller at the addresses set forth on page 1.

**26. Oral Representations:** This Contract represents the entire agreement between the parties hereto. Any modifications, changes, or alterations to the Contract shall be in writing and signed by both parties.

**27. Validity and Survival:** In the event that any provision of this Contract shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Contract.

**28. Captions**: All sections and article titles and captions as set forth herein are for convenience only and shall not be deemed a part of the context of this contract.

**29. Quality of Construction; Construction:** Construction shall be completed substantially in accordance with the plans and specifications on file in the office of Seller or referred to in this Agreement, and in accordance with the normal standards, practices and procedures of the Seller, provided, however, that Seller may make changes where required by good business or normal construction practices. Please refer to Schedule C and initial. As the property to be conveyed is owned by Seller, this is not a Home Construction Contract as defined in Chapter 219-A of Title 10 of the Maine Revised Statutes. In the event a court of competent jurisdiction determines that this is a Home Construction Contract within the meaning of the statute, Seller is specifically informing Buyer of those rights under said Chapter 219-A with the disclosure attached hereto as Schedule D and by providing the Attorney General's Home Construction Warning as Schedule E. On the basis of such disclosures, the parties hereby exempt themselves from the requirements of said Chapter 219-A to the extent any provisions of the Agreement do not conform.

**30. Construction after Closing.** Buyer acknowledges that there may be continuing activities involving the construction of roads, amenities and Units until construction of all Units is completed.

**31. Real Estate Brokerage:**

Listing Agent: _____ Co-Listing Agent: _____

Buyer Agent: _____ Company Name: _____

Phone: _____ Email: _____ MLS ID #: _____

**32. Other Provisions**

**33. Confidentiality.** Buyer agrees to keep all discussions and negotiations with Seller, which shall include, without limitation, the terms of this Agreement, and all information obtained by or provided to Buyer regarding the Property, in strict confidence and shall not disclose the same except to Buyer's attorneys or professional advisors who are actively and directly participating in the transaction, each of whom will be informed by Buyer of the confidential nature of this transaction and all discussions, negotiations and terms thereof, be provided with a copy of this provision, and agree to observe the same terms and conditions set forth herein as if specifically named a party hereto.

**34. Execution of Contract and Receipt of Documents:** In witness whereof, the parties hereto have signed this Contract on the day and year first above written and Buyer expressly indicates that Buyer has read this Contract and understands and agrees to all the provisions, terms and conditions contained herein.

Buyer further acknowledges receipt and review of a Public Offering Statement as noted herein above. This Agreement is binding on the Seller only upon signature by the Buyer of this Agreement AND receipt by the Seller of a separate, signed acknowledgment that the Buyer has received and reviewed the Public Offering Statement.

**Date: _____** **_____**
**Buyer**

**Date: _____** **_____**
**Buyer**

**Date: _____** **19 Roosevelt Trail, LLC**

**By_____**
**Duly Authorized**

**SCHEDULE A**

SITE PLAN

**SCHEDULE B**
BLACKLINES

**SCHEDULE C**
SPECIFICATIONS

**SEE ATTACHED.**

**SCHEDULE D**

DISCLOSURES

Available at: https://www.maine.gov/ag/consumer/housing/home_construction.shtml and reproduced below.

## Home Construction & Repair: Maine Attorney General Home Construction Warning

Contractors Must Include This Statement With Any Home Construction Contract for More Than $3,000

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

### Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to *you*, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year.

Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/pfr/.

When hiring a contractor, we recommend that you:

- Seek referrals and keep good notes. The best source of references may be:
  - friends
  - co-workers
  - independent trade contractors
  - engineers
  - family
  - building material suppliers
  - neighbors
  - architects
  - home inspectors
  - local lenders
  - banks
  - contractor's existing customers
- When meeting with a builder, be sure to ask for:
  - Number of years in business
  - Permanent business location
  - Proof of general liability insurance
  - Professional affiliations
  - Educational designations
  - List of last 5 customers
  - Proof of workers' compensation insurance for employees and liability insurance

We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

## Building Codes

The Maine Uniform Building and Energy Code (MUBEC) is in effect throughout the State. For municipalities with more than 4,000 residents, MUBEC is enforced by the municipality. We recommend that you contact your local code officials – usually the Code Enforcement Officer for the city or town where you live – before you begin construction.

## Written Contracts Are Required

For all home construction and home improvement projects over $3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract and a model change order that meet State law can be found in Chapter 17 of the *Maine Attorney General's Consumer Law Guide*.

## Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

## Home Contractor Complaints Received by the Attorney General

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

## Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free Adobe Reader. :

- State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Judgement (PDF)
- State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Complaint (Word)
- In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance (Word)
- State of Maine v. Joel David Poirier: Complaint (Word)
- State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgement by Default (PDF)
- State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgement (PDF)
- State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint (PDF)
- State of Maine v. CBS Enterprises (PDF) (Kimberly Mark Smith and David J. Blais),
- Default Judgement in CBS Enterprises (PDF),
- State of Maine v. Frederic Weinschenk (PDF) d/b/a Ric Weinschenk Builders, Inc.,
- State of Maine v. Stephen Lunt (PDF) d/b/a Lakeview Builders, Inc.,
- State of Maine v. Albert H. Giandrea (PDF) d/b/a AG's Home Quality Improvements, Inc.,
- State of Maine v. Al Verdone (PDF),
- State of Maine v. Mikal W. Tuttle (PDF), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction (PDF)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper (State of Maine v. Harold Soper (PDF)) and Mikel Tuttle (State of Maine v. Mikel W. Tuttle (PDF)). Even when our

law suits have been successful, we have been unable to collect a significant portion of the judgements because the builders are bankrupt, judgement proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

## Your Home Construction Rights

Chapter 17 of the *Maine Attorney General's Consumer Law Guide* explains your rights when constructing or repairing your home. It includes a model home construction contract that meets the statutory requirements for any home construction contract over $3,000..

**As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than $3,000, as required by 10 M.R.S.A. §§1486-1490.**

**Exhibit "4"**
**Unit Inspection Form**

# THE COVE AT HIGHLAND LAKE CONDOMINIUMS
# PRECLOSING WALK THROUGH PUNCH OUT LIST

**UNIT #** _____

**OWNER** _____

| GARAGE/LANDSCAPING/DECK/PATIO/DRIVEWAY/PORCH | |
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| LIVING/DINING/KITCHEN/GREAT ROOM | |
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| **test all appliances and hot water | |
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| MUDROOM/POWDER ROOM/LAUNDRY | |
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| MASTER BEDROOM & BATHROOM | |
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| BEDROOM ONE | |
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| BEDROOM TWO | |
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| GUEST BATH | |
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| GENERAL NOTES/QUESTIONS | |
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***** TEST ALL; HEATING/AC/HOT WATER/APPLIANCES/TOILETS**

_____ _____

**Buyer** **Date**

_____ _____

**Builder's Representative** **Date**

**Exhibit "5"**
**Limited Warranty Certificate Covering Unit**

# LIMITED WARRANTY

Issued To and Accepted By **_____,** ("Buyer") Unit Owner of Condominium Unit No. _____ , MODEL TYPE _____, at The Cove at Highland Lake Condominiums.

19 Roosevelt Trail, LLC is the Declarant of The Cove at Highland Lake Condominiums and shall be referred to in this Limited Warranty Certificate as "Declarant." Declarant is selling to you Unit No.__, in The Cove at Highland Lake Condominiums, located at Windham, Maine. The units at The Cove at Highland Lake Condominiums are new. To the best of our knowledge, your Unit was constructed in accordance with the building code in effect at that time in the Town of Windham, Maine. This Limited Warranty Certificate describes Declarant's obligations to make such adjustments and outlines the methods for you to follow to obtain such adjustments. Please read it carefully.

## 1. WARRANTY SPECIFICS

**1. Dry Basement** – If the Unit contains a basement, Declarant will correct any serious seepage occurring during periods of normal high-water table that are reported to Declarant within one year of date of first sale of the Unit. However, Declarant is not responsible for seepage caused by extraordinary weather conditions such as 2" or more of rain within a 24-hour period or heavy snow turning to heavy rain, or heavy snow melts occurring during a rain. It is the homeowner's responsibility to correct any water problems that occur because of any of these extraordinary weather conditions. If the Declarant cannot repair seepage or a basement water issue by other means; then the Declarant will install a sump pump in the basement area to prevent the entry of water into the basement. Also, Declarant does not warrant against condensation as this is the nature of new concrete and therefore, Declarant disclaims responsibility for any dampness caused by reason of condensation. Moreover, it is the homeowner's responsibility to correct any minor settlement near the foundation which may cause water pockets, to keep bulkhead areas clear of heavy snow, and to maintain positive drainage away from the building at all times.

**2. Plumbing and Sewage Disposal Systems** - The operation of plumbing and sewage disposal systems is warranted for a period of one year, except if in the course of correcting a stoppage, any foreign objects from the Buyer's household are found within the system, the Buyer will pay the entire cost of correction. The builder will repair dripping faucets and/or

loose fixtures, occurring within (90) ninety days. Buyer must ensure that exterior faucets are drained and shut off inside before the advent of winter. Frozen exterior faucets are not the responsibility of the builder.

**3. The Heating System - is** warranted to heat the home to a temperature of 70 degrees in all portions of the building intended for habitation during weather conditions normally and generally encountered in the area. The Buyer should clean or change filters monthly during the heating season. Furnace pilots should be left on during the summer to insure dry furnace and basement. Buyer should have a service contract with a reputable company as we do not service the furnace. Parts will be replaced free of charge, but the owner is responsible for any labor cost. The warranty of the heating system shall continue for a period of one year from date of first sale of the Unit.

**4. The Central Air Conditioning System** (if applicable) – is warranted to cool the home to a temperature of 74 degrees Fahrenheit as measured in the center of each room at a height of 5 feet above the floor, under local outdoor summer design conditions as specified in the ASHRAE handbook. In the case of the outside temperature exceeding 94 degrees F, a differential of 20 degrees F from the outside temperature will be maintained. The warranty of the cooling system shall continue for a period of one year from date of first sale of the Unit.

**5. Appliances** – Appliances are guaranteed or warranted by the manufacturer and no guarantee or warranty of the appliances is made or intended by the Declarant. The Buyer will handle all warranty work directly with manufacturer or supplier. All kitchen and bathroom equipment and countertops are assumed to be accepted by the Buyer unless defects are brought to the builder's attention, in writing, prior to either conveyance or occupancy whichever comes first. The homeowner according to manufacturer's instructions must maintain all equipment.

**6. Roof** – Declarant warrants that the roof will not leak by reason of defective material or labor performed in a non-workmanlike manner for a period of one year from date of first sale of the Unit. Declarant disclaims any responsibility for leaks caused by reason of ice backup. If installed by Buyer, it is the responsibility of the Buyer to insure free passage of gutters and downspouts at all times. Damage caused by windblown rain or snow through roof gable or soft vents or louvers into the attic space is exempt from the provision of this warranty.

**7. Electrical Adjustments** – All electrical wiring and components are warranted to be free of defects for a period of one (1) year from the date of first sale of the Unit.

**8. Landscaping** – The landscaping and lawns have been properly prepared by us. However, Declarant disclaims responsibility for problems caused by owner's failure to properly care for the same, or for washouts and droughts caused by nature or for any settlement in areas that were excavated as part of the construction of your home. The area excavated by the builder will be landscaped, i.e. loamed and seeded at the builder's discretion. Declarant cannot guarantee grass to grow properly as it takes 2 to 3 years of proper care to grow an established lawn. Consult your local garden shop for instructions in liming and fertilizing. Occasionally rocks will appear after a rain or in the spring; these should be removed by the homeowner. The grading and sloping of the land, including the driveway, is determined by the Town of Windham's various boards and Declarant must adhere to any determination or grading requirements from the Town of Windham or its inspectors.

**9. Glass or Screen Breakage** – is not covered by this limited warranty unless the builder is notified in writing prior to date of first sale of the Unit. Scratches in glass reported to the Declarant prior to the conveyance of the home will be corrected if they are visible to the naked eye from a distance of (5) five feet.

**10. Asphalt and Grass Grill Driveways and Walks** – are warranted for a period of (1) one year against disintegration. In hot weather heavy vehicles should not be permitted on driveways. High heeled shoes and gasoline and oil spillage will make holes in asphalt. Minor frost heaves and depressions are natural occurrences and are not covered by this policy, nor are tire markings and stones that flake out, since these are normal characteristics of asphalt.

**11. Ceramic and Resilient Tiles** – occasionally include imperfections which do not require service. The occurrences of scratches or cracked tile are not covered by this limited warranty unless brought to the attention of the builder prior to date of first sale. Loose tiles and flagstones are covered by this limited warranty for (180) one hundred eighty days. Defects caused by the penetration of moisture into floors and walls caused by the Buyer are not covered under this limited warranty.

**12. Countertops** – Scorching caused by hot objects are not covered. Chips and scratches are not covered unless the builder is notified of such defects in writing prior to date of first sale.

**13. Interior and Exterior Paint Failures** – are covered for (180) one hundred and eighty days against blistering and peeling. Normal fading of paint is not covered. Paint on clapboards is warranted for a period of (180) one hundred and eighty days. No interior paint peeling, dents, scratches, or other imperfections are covered unless the builder is notified of such defects in writing prior to date of first sale.

**14. Siding** – Any shrinking of siding is normal and we cannot prevent this. However, Declarant will repair any major problems within (180) one hundred eighty days from date of first sale.

**15. Protruding Drywall and Plaster** – Nails or seams are covered for (90) ninety days. Hairline cracks are not covered by this policy, as they do not represent structural failure. Repairs of plaster or gypsum wallboard may not completely blend with surrounding materials, as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area.

**16. Doors, Drawers, Windows and Interior Finish** – are covered by this policy for warping, sticking or looseness for (90) ninety days. These items have a tendency to swell and shrink at different times of the year. Some may warp in winter and straighten out in summer. Within (90) ninety days, items that cannot be made to operate will be exchanged. Windows are not 100% leak proof, and cold air outside can set up moving air inside. If this is the case, storm windows are recommended. Shrinkage of doors inside the jamb is normal, and if doors can be made to operate, they will not be replaced. Shrinkage and joint opening of the door and window and baseboard casings are not covered by this limited warranty. During the summer months the space between doors and jambs and sills is approximately 1/8" to ¼". During the winter this increases to approximately ¼" to 3/8".

**17. Concrete Foundation and Floor** – It is not possible to prevent concrete from cracking because of the nature of the material. Cracking, pitting and flaking can occur and are not covered. Cracks do not impair the structural strength of the dwelling. Water seepage due to cracks in concrete is not covered by this policy.

**18. Some Items of Construction – Not Requiring Service and Not Covered by This Limited Warranty**:

a. Shrinkage and separation of floorboards.
b. Checks and twisting of studs, joints and beams.
c. Crazing (hairline checking) in interior exposed beams and exterior plywood.
d. Normal fading of paint.
e. Shrinkage of joint opening of door and window casing and other wood materials.
f. Normal occasional dents associated with installation of woodwork doors or wallboard.
g. Discoloration of concrete.
h. Color variations in woodwork or cabinetry or flooring.

Declarant, at its option, will repair or replace the affected item or component at no cost to Buyer within (30) thirty days depending on Builder's schedule and availability of warranted item. Replacement items or components will be substantially comparable to those replaced (although identical colors and shades and other features may not necessarily be available). Declarant will correct the defect in such manner as to restore the component to the condition which would have existed had the defect not been present.

## 2. WARRANTY EXCLUSIONS AND DISCLAIMERS

1. Exclusions

A. Declarant's warranty does not include loss or damage with respect to a claim unless written notice of the defect causing the loss or damage shall have been given by you to Declarant within the warranty period as prescribed by this Limited Warranty Certificate.

B. Declarant's warranty does not include cracks, popping nails or other effects of normal settlement, or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors or any of the components of the Unit, or drainage, seepage or other water problems, as long as such defect will not prevent the normal intended use of all or part of the Unit.

C. Declarant's warranty does not include defects, nicks or smudges in painted surfaces, chipping and/or cracking of marble, formica, fiberglass or tiles, defective or broken glass, or similar defects readily visible to the human eye.

D Declarant's warranty does not cover normal maintenance items or conditions resulting from wear and tear and/or misuse or negligence. Declarant's warranty does not apply where use or maintenance was contrary to the condominium instruments or rules and regulations of the Condominium or where any defect results from damage by you or by negligence or unreasonable use, including failure to provide reasonable and necessary maintenance.

E. Furniture, wallcoverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of the Unit. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floorplans, sketches or sales drawings shown to you, other than those which are a part of the plans or the Public Offering Statement, are for display purposes only and the Units may not conform exactly to such floor plans, sketches, or sales drawings. If the Unit is being sold with the furnishings in the Unit at the time of sale and will contain the fixtures and equipment set forth in the Purchase and Sale Agreement between Declarant and you.

F. Declarant's warranty does not cover loss or damage caused by any defective design specified by you or by materials supplied by you or installed under your direction.

G. Declarant's warranty does not cover accidental loss or damage, and loss caused by explosion; smoke; water escape; changes, not reasonably foreseeable, in the level of

underground water table; glass leakage; windstorms, hail or lightning, breakage or breakage in gas lines; falling trees, aircraft; vehicles, flood; earthquake, soil movement; and insects.

2. Disclaimers.

DECLARANT SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE UNIT, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY ARISING OUT OF ANY BREACH OF WARRANTY RELATING TO NONCONSUMER GOODS OR NONCONSUMER PRODUCTS.

DISCLAIMER OF IMPLIED WARRANTY OF QUALITY
Attached to this Certificate as Exhibit A are those specific defects or specific non-compliance with applicable laws for which Declarant disclaims liability.

DISCLAIMER OF IMPLIED WARRANTIES
On all non-consumer products and non-consumer goods, whether or not warranted by manufacturers, all implied warranties are expressly disclaimed and do not apply to the extent such disclaimer is permitted by law, including without limitation the implied warranties set forth in the Maine Condominium Act, Title 33 M.R.S.A. Section 1601-101 et seq. (the "Act"), such products being sold "AS IS" except for the above written warranty.

DISCLAIMER OF EXPRESS WARRANTIES
On all non-consumer products and non-consumer goods, whether or not warranted by manufacturers, all express warranties other than those set forth in this Limited Warranty Certificate are expressly disclaimed and do not apply to the extent such disclaimer is permitted by law. Declarant shall not be bound by or be responsible for statements or representations expressed by any agent of Declarant which extend beyond the warranties set forth in this Limited Warranty Certificate.

## 3. HOLDBACKS; INSPECTIONS.

At the closing there will be no money held back. We ask that you make a final inspection with one of our representatives before the closing date, and make note in writing to us of any errors, discrepancies, omissions and/or imperfections in the work we have performed. We will promptly rectify all such items mutually agreed upon. Please make your inspection with care as we will not be responsible for any damages which occur during the process of moving into your new home.

To insure against any unnecessary misunderstandings, there shall be no material deviations

from plans, specifications and/or standards of construction except by mutual agreement between the builder and prospective homeowner to the executed in writing.

The broker will handle all communications, outside of the options selection process, until your home is completed. After your home is completed, please refer any problems to 19 Roosevelt Trail, LLC. Workers on the job site are instructed not to talk to the Buyers. NO warranty work will be done if any balance is owed by the buyers for any work performed on their home by 19 Roosevelt Trail, LLC or if there are any outstanding charges due to the SELLER for items that are the responsibility of the BUYER.

***All Site Visits Must Be Accompanied by Your Broker Due To Insurance Regulations.***

## 4. MAKING A WARRANTY CLAIM

A. The following procedures have been established to permit maximum efficiency in administering work under warranty.

1. If you have discovered defects that are covered by the Limited Warranty Certificate, in order to obtain performance of any of Declarant's warranty obligations, a written statement of all warranty claims should be sent to:

19 Roosevelt Trail, LLC
12 Liberty Hill Road
Bedford, NH 03110

2. Upon receipt of the written statement, Declarant's representative will meet you, inspect the Unit and list all defects covered by this Limited Warranty Certificate.

3. Any latent defects that may be discovered subsequent to the completion of the list, during the period covered by the Limited Warranty Certificate, will be handled individually upon written notice from you to Declarant, sent to the address set forth in subparagraph 1 of this Section VII(A).

B. If you and Declarant's representative fail to agree upon the defects to be noted on the list or the workmanlike correction of any defects covered by this Limited Warranty Certificate, the dispute shall be submitted within ten (10) days after request by either you or Declarant's, to arbitration by three competent and disinterested persons, one arbitrator selected by each party and the third selected by the first two arbitrators. The decision of the majority of the arbitrators shall be binding and conclusive on you and Declarant.
The charge by the arbitrators for this service will be paid one-half by you and one-half by Declarant. The provisions of this Section B of Article VI shall not be applicable to any dispute involving "consumer products" as that term is defined in the Magnuson-Moss Federal

Warranty Act (15 U.S.C. Section 2301 et seq. )

C. This Limited Warranty Certificate may be assigned by you to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Declarant in writing of such assignment; this Limited Warranty Certificate is not otherwise transferable.

D. ACCRUAL OF CAUSE OF ACTION With respect to accrual of a cause of action for breach of warranty of quality, Section 1604-115 provides in part:

(b) Subject to subsection (c), a cause of action for breach of warranty of quality, regardless of the purchaser's lack of knowledge of the breach, accrues:

(1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a non-possessory interest was conveyed; and

(2) As to each common element, at the time the common element is completed or, if later:

(i) As to a common element which may be added to the condominium or portion thereof, at the time the first unit therein is conveyed to a bona fide purchaser; or

(ii) As to a common element within any other portion of the condominium, at the time the first unit in the condominium is conveyed to a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the condominium, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

## 5. STATUTE OF LIMITATIONS.

You agree to execute by a separate instrument on or before settlement of the purchase of a Unit, an agreement to reduce, as permitted by Section 1604-115(a) of the Act, the statutory six-year limitation period to two years.

Nothing contained herein shall be deemed to be in derogation of the warranty required by Section 1604-113(b) of the Act, as amended, as of this date. No action taken to correct defects shall extend this warranty. This Limited Warranty Certificate shall be governed by the laws of the State of Maine. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

**DATED:**

_____ _____

**NAME**

_____ _____

**Declarant**

**BY THEIR SIGNATURE ABOVE, THE PURCHASER (S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE CONTENTS OF THIS LIMITED WARRANTY CERTIFICATE.**

NOTE: This Limited Warranty Certificate has been prepared to comply with the disclosure requirements of the federal Magnuson-Moss Warranty Federal Trade Commission Improvement Act (15 U.S.C. Section 2301) enacted in 1975; the sentences indicated by asterisks are required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3 Dec. 31, 1975).

**EXHIBIT A TO LIMITED WARRANTY CERTIFICATE**

DISCLAIMER OF IMPLIED WARRANTY OF QUALITY

Disclaimer of implied warranty of quality is made for the following defects and/or noncompliance with applicable laws:

None

**Exhibit "6"**
**Agreement to Reduce Period of Limitations For Unit and Common Elements**

THE COVE AT HIGHLAND LAKE CONDOMINIUMS

AGREEMENT TO REDUCE PERIOD OF LIMITATIONS
(Unit and Common Elements)

Name of Purchaser: _____ Date: _____

_____

Address: _____ Unit No: _____

_____

Seller: **19 Roosevelt Trail, LLC**

The Seller, as Declarant, has created The Cove at Highland Lake Condominiums and sold the Unit to the Purchaser pursuant to Purchase and Sale Agreement between the Seller and the Purchaser. The Purchaser agrees with Seller as follows:

1. The six (6) year period, during which a judicial proceeding for breach of any obligation arising under Sections 1604-112 and 1604-113 of the Maine Condominium Act must be commenced with respect to the Unit and/or Common Elements, is hereby reduced to a period of limitations of two years (2) as permitted pursuant to Section 1604-115(a) of the Maine Condominium Act.

2. Accordingly, the statute of limitations with respect to each Common Element is reduced to 2 years from the date that such Common Element is completed, or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof, for 2 years after the time the first Unit therein is conveyed to a Purchaser or (ii) as to a Common Element within any other portion of the Condominium, for 2 years after the time the first Unit in the Condominium is conveyed to a Purchaser.

3. Except as modified hereby, the Purchase and Sale Agreement between the Seller and the Purchaser and any Limited Warranty Certificate issued to the Purchaser by the Seller remain in full force and effect.

19 Roosevelt Trail, LLC

By: _____ _____
Name/Title: Purchaser

_____
Purchaser

**Exhibit "7"**
**Limited Warranty Certificate Covering Common Elements**

THE COVE AT HIGHLAND LAKE CONDOMINIUMS

LIMITED WARRANTY CERTIFICATE
(Common Elements)

Issued To and Accepted By
[The Cove at Highland Lake Condominiums Association]

19 Roosevelt Trail, LLC, as Declarant, is selling condominium units in The Cove at Highland Lake Condominiums, located in Wyndham, Maine. The Common Elements of the Condominium have been constructed in accordance with the local building code of the Town of Wyndham, Maine. In any new construction certain items may require adjustment. This Limited Warranty Certificate describes Declarant's obligations to make such adjustments to the Common Elements and outlines the methods to follow to obtain such adjustments.

I. COVERAGE AND DURATION

A. Non-Consumer Products

1. Declarant warrants that any improvements to each of the Common Elements made or contracted for by the Declarant are free from defective materials, brought to Declarant's attention in writing within two (2) years from the date that such Common Element is completed or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof, for two years after the time the first Unit therein is conveyed to a Purchaser or (ii) as to a Common Element within any other portion of the Condominium, for two years after the time the first Unit in the Condominium is conveyed to a Purchaser.

2. Declarant warrants that each improvement to each Common Element made or contracted for by the Declarant is constructed in accordance with applicable law, according to sound engineering and structural standards and in a workmanlike manner. Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code, or equivalent applicable local building code, if any, shall be deemed to satisfy such sound engineering or construction standards. However, the BOCA Basic Building Code is not the sole evidence or measure of sound engineering and construction standards since some improvements which are constructed in a workman-like manner according to sound engineering and construction standards may not be intended to comply with the BOCA Basic Building Code because of the unique nature of those improvements. This warranty is limited to any improvement to the Common Elements made or contracted for by the Declarant which has not been constructed in accordance with applicable law, according to sound engineering and construction standards and in a workmanlike manner, brought to Declarant's attention in writing within two (2) years from the date that such Common Element is completed or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof, for two years after the time the first Unit therein is conveyed to a Purchaser or (ii) as to a Common Element within any other portion of the Condominium, for two years after the time the first Unit in the Condominium is conveyed to a Purchaser.

3. Declarant warrants that the Common Elements are suitable for the ordinary uses of real estate of their type.

B. Consumer Products

1. Declarant gives no warranty on appliances or other equipment which constitutes a Common Element except as may be required by the statutory warranty.

2. Declarant's sole obligation with respect to items not warranted by Declarant shall be to deliver to The Cove at Highland Lake Condominiums Association (the "Association") any manufacturers' warranties covering such appliances and equipment, except insofar as the same may be part of a Unit. Declarant is not responsible for performance under manufacturers' warranties in any way.

C. Examples

1. The following are examples of non-consumer products: doors, windows, wiring, toilet, bathtub, lavatory, etc.

2. The following appliances and other equipment included in the Common Elements are examples of consumer products: thermostat, common heating and air conditioning system, doorbell.

## II. DECLARANT'S RESPONSIBILITY

In the event of any defect in any item or component thereof covered by Declarant's limited warranty or the statutory warranty, Declarant, at its election, will either repair or replace the affected item or component at no cost to the Association. Replacement items or components will be substantially comparable to those replaced (although identical colors and other features may not necessarily be available). Declarant will correct the defect in such manner as to restore the component to the condition which would have existed had the defect not been present. This Part II states the Declarant's entire responsibility under this limited warranty and the statutory warranty with regards to defects, subject to the EXCLUSIONS, LIMITATION OF IMPLIED WARRANTIES and WARRANTY PROCEDURES.

## III. EXCLUSIONS

A. Declarant's warranty and the statutory warranty do not include cracks, popping nails, bumps, chips, deteriorating plaster, sedimentary accumulation or clogs in plumbing elements, blemishes, chips or stains in porcelain finishes, dried caulking, or other effects of aging, settlement, or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors or any of the components of the Common Elements or other effects of drainage, seepage, leakage or other water problems including rain, snow, storm, wind or hurricane damage, and/or the corrosive effect of ocean salt. The Declarant's warranty does not

include cracks, separations, smudges or peeling paint, scratches, popping nails, bumps, chips, deteriorating plaster, sticking and/or warped doors and windows, hardware, sedimentary accumulation or clogs in plumbing elements, leaky faucets, running toilets, water closets, porcelain finishes, caulking, cabinets, screens, other effects of aging, normal settlement, or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors or any of the components of a Common Element.

B. Declarant's warranty and the statutory warranty do not include defects or smudges in painted surfaces, chipping and/or cracking of marble, formica, fiberglass or tiles, defective or broken glass, or similar defects.

C. Declarant's warranty and the statutory warranty do not cover normal maintenance items or conditions resulting from wear and tear and/or misuse or negligence. Declarant's warranty and the statutory warranty do not apply where use or maintenance was contrary to the Condominium Declaration, the Bylaws, or rules and regulations of the Condominium or where any defect results from damage by a Unit Owner or the Association or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. DECLARANT SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE UNIT, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY, RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. (*See note below.)

## IV. LIMITATION OF IMPLIED WARRANTIES

ON CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF THIS WRITTEN WARRANTY. This includes, without limitation, the implied warranties of merchantability and fitness created by Title 11 M.R.S.A. Sections 2-314 and 2-315 and the implied warranties of quality and suitability created by Section 1604-113(b) of the Maine Condominium Act. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. (*See note below.) This warranty gives you specific legal rights, and you may have other rights which vary from state to state. (*See note below.)

## V. WARRANTY PROCEDURES

A. The following procedures have been established to permit maximum efficiency in administering work under this and the statutory warranty:

If any items covered by this limited warranty arise, the procedure to be followed for correcting these items is as follows:

1. If a Purchaser or the Association discovers defects that are covered by this Limited Warranty Certificate, in order to obtain performance of any of the Declarant's warranty obligations, a written statement of all warranty claims should be sent by the Association to: The Cove at Highland Lake Condominiums Association, _____. The Purchaser cannot send notice of defects to Declarant or engage with the Declarant in any meetings or negotiations regarding the defects. The Purchaser must be represented by the Association which shall intervene on behalf and in the name of the Purchaser. The Purchasers irrevocably delegate these responsibilities to the Association.

2. Upon receipt of the written statement, Declarant's representative will meet a representative of the Association, inspect the affected Common Element and list all warranted defects on the "Warranty Inspection Form", a copy of which is attached hereto, to be signed by both the representative of the Association and Declarant's representative.

3. Any latent defects that may be discovered subsequent to the completion of the "Warranty Inspection Form", during the period covered by the Limited Warranty Certificate, will be handled individually upon written notice from the Association to Declarant sent to the address set forth in paragraph 1 above and in accordance with the same rules and procedures established in the "Warranty Inspection Form".

B. If the Association's representative and Declarant's representative fail to agree upon the defects to be noted on the Warranty Inspection Form or the workmanlike correction of such defects, Declarant will, within five days after receipt of the date of the Association's request therefor, submit the disagreement to the builder for decision, and such decision shall be final and binding on Declarant and the Association. The builder will render his decision based on the plans and specifications for the Condominium, the Public Offering Statement and the Declaration. The charge by the builder for this service will be paid one-half by Declarant and one-half by the Association prior to resolution. The builder is _____.

VI. INTERPRETATION

Nothing contained herein shall be deemed to be in derogation of the warranty required by Section 1604-113(b) of the Maine Condominium Act, as amended, as of this date. No action taken to correct defects shall extend this warranty. This Limited Warranty Certificate shall be governed by the laws of the State of Maine.

*(signature page to follow)*

The undersigned, being the duly authorized representatives of the parties hereto, hereby execute and deliver this Limited Warranty Certificate as of the date shown.

Dated: _____ 19 Roosevelt Trail, LLC (Declarant)

By: _____
Name/Title:

Dated: _____ The Cove at Highland Lake Condominiums Association

By: _____
Name/Title:

By: _____
Name/Title:

*NOTE: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Moss Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. Section 2301); the sentences indicated by asterisks are required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3).

THE COVE AT HIGHLAND LAKE CONDOMINIUMS

WARRANTY INSPECTION FORM (Common Elements)

(Attachment to Limited Warranty Certificate)

Listed below are all of the defects discovered to date in the Common Elements in accordance with the terms and conditions of the Limited Warranty Certificate.

The Association and the Declarant agree that the following procedures have been established to efficiently identify and correct possible defects discovered in the Common Elements:

1. All incomplete items and defects readily visible to the human eye shall be noted for completion or correction on this Warranty Inspection Form.

2. If the Association's representative and Declarant's representative fail to agree upon the defects to be noted on the Warranty Inspection Form or the workmanlike correction of such defects, Declarant will, within five days after receipt of the date of the Association's request therefor, submit the disagreement to the builder for decision, and such decision shall be final and binding on Declarant and the Association. The builder will render his decision based on the plans and specifications for the Condominium, the Public Offering Statement and the Declaration. The charge by the builder for this service will be paid one-half by Declarant and one-half by the Association prior to resolution. The builder is _____.

3. The signature of Declarant's representative on this Warranty Inspection Form constitutes agreement by the Declarant to correct in a workmanlike manner all items noted on this form. Corrective work shall start promptly and be carried out expeditiously by Declarant.

4. Upon completion of all corrective work noted on this Warranty Inspection Form,

Declarant will so notify the Association in writing and the Association shall acknowledge such completion by signing Part II of this form. In the event the Association and the Declarant fail to agree on the satisfactory completion of the corrective work referred to above, Declarant, within five (5) days after notifying the Association, will submit the disagreement to the Project Architect and the same provisions established for disagreement concerning the items to be noted on this Warranty Inspection Form will govern.

Date: _____

The Cove at Highland Lake Condominiums Association

By: _____
Name/Title:

---

Declarant agrees to correct in a workmanlike manner, the items listed above.

Date: _____

19 Roosevelt Trail, LLC

By: _____
Name/Title:

---

Association acknowledges that the above items have been completed in a workmanlike manner.

Date: _____

The Cove at Highland Lake Condominiums Association

By: _____
Name/Title:

**Exhibit "8"**
**Agreement to Reduce Period of Limitations For the Common Elements**

THE COVE AT HIGHLAND LAKE CONDOMINIUMS

AGREEMENT TO REDUCE PERIOD OF LIMITATIONS
(Common Elements)

Association: **The Cove at Highland Lake Condominiums Association**

Date: _____

Seller: **19 Roosevelt Trail, LLC**

The Seller, as Declarant, has created The Cove at Highland Lake Condominiums. The Association agrees with the Seller pursuant to the terms of a form of Purchase and Sale Agreement, the form of which is included in the Public Offering Statement, as follows:

1. The six (6) year period, during which a judicial proceeding for breach of any obligation arising under Section 1604-112 and 1604-113 of the Maine Condominium Act must be commenced with respect to the Common Elements, is hereby reduced to a period of limitations of 2 years as permitted pursuant to Section 1604-115(a) of the Maine Condominium Act.

2. Accordingly, the statute of limitations with respect to each Common Element is reduced to 2 years from the date that such Common Element is completed, or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof, for 2 years after the time the first Unit therein is conveyed to a Purchaser or (ii) as to a Common Element within any other portion of the Condominium, for 2 years after the time the first Unit in the Condominium is conveyed to a Purchaser.

3. Except as modified hereby, the various Purchase and Sale Agreements between the Seller and the Unit Owners in the form included in the Public Offering Statement and any Limited Warranty Certificates issued by the Seller to the Association and Unit Owners remain in full force and effect.

The Cove at Highland Lake Condominiums Association

By: _____
Its Treasurer

By: _____
Its Secretary

19 Roosevelt Trail, LLC

By: _____