PUBLIC OFFERING STATEMENT

HOGAN CIRCLE CONDOMINIUM
WESTBROOK, Maine

NOTICE

UNLESS A PURCHASER HAS RECEIVED AND REVIEWED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE, A PURCHASER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. UNTIL A BUYER RECEIVES AND REVIEWS THE PUBLIC OFFERING STATEMENT, ANY PURCHASE AGREEMENT IS NOT BINDING.

IF A PURCHASER ACCEPTS THE CONVEYANCE OF A UNIT THE PURCHASER MAY NOT CANCEL THE CONTRACT.

ANY DEPOSIT MADE IN CONNECTION WITH THE PURCHASE OF A UNIT WILL BE HELD IN AN ESCROW ACCOUNT UNTIL CLOSING AT THE OFFICES OF THE PURCHASER'S BROKER. THIS DEPOSIT WILL BE RETURNED TO THE PURCHASER IF THE PURCHASER CANCELS THE CONTRACT PURSUANT TO THE ABOVE, AS SET FORTH IN SECTION 1604-107 OF THE MAINE CONDOMINIUM ACT.

ALL PORTIONS OF THIS PUBLIC OFFERING STATEMENT SHOULD BE READ AND REVIEWED CAREFULLY BY A PROSPECTIVE PURCHASER PRIOR TO SIGNING AN AGREEMENT OF SALE. THE DECLARANT'S SALES PERSONS AND OTHER REPRESENTATIVES ARE NOT PERMITTED TO ORALLY CHANGE 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.

EFFECTIVE DATE OF THIS PUBLIC OFFERING STATEMENT: **April 1, 2026**

HOGAN CIRCLE CONDOMINIUM WESTBROOK, MAINE

PUBLIC OFFERING STATEMENT

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PUBLIC OFFERING STATEMENT

HOGAN CIRCLE CONDOMINIUM
South Main Street, WESTBROOK, Maine

I. Description of the Condominium and the Units.

HOGAN CIRCLE CONDOMINIUM (the "**Condominium**"), is located at Hogan Circle, Westbrook, Maine (the "**Property**"). The Condominium is being developed by **WORG, LLC**, a Maine limited liability company the "**Declarant**"). The Condominium is proposed to consist of up to thirty-six (36) condominium units (the "**Units**") in eighteen (18) duplex buildings (the "**Buildings**"). There are five (5) styles of Units. Each Unit is an individual Residential Unit.

In addition to owning his or her Unit, each individual Owner owns a specified undivided interest in the Common Elements. This is referred to as the "Allocated Interest." The ownership of this Allocated Interest gives each Owner the right, subject to the terms of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated (the "**Condominium Act**"), the Declaration, the Bylaws and the Plat and Plans, to use and participate in the control of the Common Elements through membership in **HOGAN CIRCLE CONDOMINIUM ASSOCIATION** (the "**Association**"). Included in the Common Elements shall be the open space areas as shown on the Plat and Plans, and shared recreational elements currently existing or to be constructed in the future. A summary description of the Common Elements can be found in Article III of this Statement.

Some portions of the Common Elements are designated as "Limited Common Elements." Each Unit will have appurtenant to it as a Limited Common Element those items specified in the Declaration. The Limited Common Elements are for the exclusive use of the Owner to whose Unit the Limited Common Element is assigned by the Declaration and the Plat and Plans, the Declarant or the Association.

II. The Maximum Number of Units; Sales to Investors.

The maximum number of Units will be thirty-six (36) units.

The Declarant retains the right to operate any Units for rental by Declarant and any or all Units owned by Declarant pending sale may be offered for rent to the general public.

III. Description of the Significant Features of the Declaration, Bylaws and Other Important Documents.

A. **The Declaration.** Attached to the Public Offering Statement as Exhibit A is a copy of the Declaration of the Condominium in its current form. This Declaration is recorded at the Cumberland County Registry of Deeds in Book 41737, Page 117. Declarant reserves the right to make changes or amendments to the Declaration to correct clerical errors, and to make corrections or adjustments that may be required as the construction and development of the Condominium progresses. The reader is directed to Schedule A of the Declaration for all recorded covenants, conditions, restrictions or reservations affecting the Condominium, in addition to those created elsewhere in the Declaration. Article 9 of the Declaration contains restrictions on the use of the Units, to include limitations on nuisances and hazards, pets and animals, fire safety and noise control, trash storage, electrical improvements, and sale and lease of units.

B. Bylaws of the Association. Attached to this Public Offering Statement Exhibit C is a copy of the Bylaws of the Unit owners' Association. The Association was formed prior to the sale of the first Unit.

C. Rules and Regulations.

The Bylaws provide that the Board of Directors may promulgate rules and regulations governing the details of the use and operation of the Condominium. A copy of the Rules and Regulations effective as of the date of this public offering statement is attached to this Statement as **Exhibit D.** These Rules and Regulations generally regulate the Owners' use of the Units, Limited Common Elements and the Common Elements so as to minimize disruption and interference by one Owner with the rights of others. They further provide that Common Elements may not be obstructed, and they regulate the cleanliness, appearance, and maintenance of the Units, Limited Common Elements and the Common Elements. They also regulate noise-making by owners and other interference with the rights of the owners. The Rules and Regulations also cover the keeping of animals by owners and the leasing of units. Included within the Rules and Regulations are the procedures for submitting complaints and enforcing the Rules and Regulations.

D. Projected Budget and Current Balance Sheet.

The Declarant has prepared a draft budget for the 12-month period beginning January 1, 2026 and ending December 31, 2026 (the "2026 Budget"). A copy of the 2026 Budget for the Association is included in this Public Offering Statement as **Exhibit E**. The Board of Directors may prepare a revised budget for a portion of the 2026 calendar year based on anticipated actual occupancy during 2026, for consideration and approval by the Unit Owners at a Special Meeting of the Association. Increases in condominium assessments payable by Unit Owners may occur in the future to reflect increases in expense items such as grounds keeping services or insurance premiums. Any such adjustments will be reflected in revised or subsequent year budgets to be presented to the Association for approval at a meeting of the Unit Owners.

The budget has been prepared based upon what the Declarant believes to be the best current estimates of future costs based on information currently available, and maintenance costs of similar properties. The budget establishes a reserve for future capital expenditures for repair and replacement in the amount of 10% of the common expense assessments collected. Such amounts will be held by the Association in a separate reserve account. There are no other reserves.

IV. Declarant Services.

There are no services the Declarant currently provides not reflected in the budget or expenses currently paid which the Declarant expects may become at any future time a Common Expense to the Association.

V. Initial or Special Fees Due From the Purchaser at Closing.

There are no initial or special fees due from the Purchaser at closing. The Purchaser will be required to pay purchaser's prorated share of any Common Expense Assessment paid by the Declarant.

VI. Liens, Defects and Encumbrances Affecting the Title to the Condominium and Units.

The Condominium and Units are subject to the terms of the Declaration, as recorded, the conditions shown on the Plat and Plans, as recorded, the Bylaws and any Rules and Regulations issued, as each of these may be amended from time to time. In addition, the condominium is subject to the following:

(a) The encumbrances, if any, listed on the attached **Exhibit F**.

(b) Statutory easements granted by the Condominium Act, including (i) the easement provided by Section 1602-114 of the Condominium Act, which provides that a Unit or Common Element is subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it; (ii) the provisions of Section 1602-115 of the Condominium Act which allows the Declarant to maintain sales offices, management offices and models in the Condominium (such right being set forth in Article 8.1 of the Declaration); and, (iii) the easement provided in Section 1602-116 of the Condominium Act, which allows the Declarant an easement through the Common Elements, and, if necessary, through portions of the Limited Common Elements, as may be reasonably necessary to facilitate the completion of the Condominium, to exercise any Development Right or Special Declarant Right reserved by the Declarant in the Declaration and elsewhere in the Condominium Documents.

(c) Unrecorded easements, discrepancies, conflicts in boundary lines, shortages of area and encroachments that an accurate and complete survey of the Condominium as built, would disclose.

(d) Easements and restrictions described in Article 8 of the Declaration including the following:

(1) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable;

(2) The Common Elements and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, renovation, repair, replacement or correction of the Units or Common Elements;

(3) The Common Elements (not including the Limited Common Elements and Limited Common Areas) are subject to an easement in favor of the Owners, their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access through each portion of the Common Elements, subject to the requirements and charges imposed by the Board of Directors;

(4) The Common Elements are subject to an easement in favor of the

Association, its agents, employees and independent contractors for the purpose of inspection, upkeep, maintenance, repair and replacement of the Common Elements;

(5) The Units and the Limited Common Elements are subject to an easement in favor of the Association, its agents, employees, and independent contractors for inspection of the Units and Limited Common Elements and Property, for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements and for the correction of emergency conditions;

(6) The Units and the Limited Common Elements are subject to an easement in favor of the Owner benefited and the Association, its agents, employees and independent contractors for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone and other communication systems and all other utility lines which are part of the Common Elements and pass through a portion of one or more Units;

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

(8) The Common Elements are subject to an easement in favor of the benefited Units (a) for installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements.

VII. Financing Offered or Arranged by the Declarant.

The Declarant does not plan to offer financing to any buyers. The Declarant may recommend certain lenders who are familiar with the Condominium and who have expertise in condominium lending; however, prospective purchasers are free to choose any lender they desire.

VIII. Warranties.

With respect to the Units being sold and the Common Elements appurtenant thereto, the Condominium Act provides as follows:

§ 1604-112. Express warranties of quality.

(a) Express warranties made by any seller to a purchaser of a unit, if relied upon by the purchaser, are only created as follows:

(1) Any written affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the condominium that would directly

benefit the unit, or the right to use or have the benefit of facilities not located in the condominium, creates an express warranty that the unit and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the condominium, including plans and specifications of or for improvements, creates an express warranty that the condominium will substantially conform to the model or description;

(3) Any written description of the quantity or extent of the real estate comprising the condominium, including Plat or surveys, creates an express warranty that the condominium will conform to the description, subject to customary tolerances; and,

(4) A provision that a buyer may put a unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.

(c) Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers.

§ 1604-113. Implied warranties of quality.

(a) A declarant and any person in the business of selling real estate for his own account warrants that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant and any person in the business of selling real estate for his own account impliedly warrants that a unit and the common elements in the condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the condominium, will be:

(1) Free from defective materials; and,

(2) Constructed in accordance with applicable law, according to sound engineering and construction 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.

(c) In addition, a declarant warrants to a purchaser from him of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in section 1604-114.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant, section 1601-103, paragraph (1), are made or contracted for by the Declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the Declarant's implied warranties of quality.

§ 1604-114. Exclusion or modification of implied warranties of quality.

(a) Except as limited by subsection (b) with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality:

(1) May be excluded or modified by agreement of the parties; and,

(2) Are excluded by expressions of disclaimer, such as "as is", "with all faults", or other language which in common understanding calls the buyer's attention to the exclusion of warranties.

(b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant may disclaim liability in an instrument signed by the purchaser, for a specified defect or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

§ 1604-115. Statute of limitations for warranties.

(a) A judicial proceeding for breach of any obligation arising under section 1604-112 or 1604-113 must be commenced within 6 years after the cause of action accrues, but the parties may agree to reduce the period of limitation to not less than 2 years. With respect to a unit that may be occupied for residential use, an agreement to reduce the period of limitation must be evidenced by a separate instrument executed by the purchaser.

NOTE: PURSUANT TO § 1604-115(a) PURCHASERS OF UNITS WILL BE REQUIRED TO SIGN A SEPARATE AGREEMENT, ATTACHED HERETO AS EXHIBIT H, TO REDUCE THE PERIOD OF LIMITATION FROM SIX (6) YEARS TO TWO (2) YEARS.

(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 nonpossessory 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.

IX. Right to Cancel Purchase (Limitations of Warranties).

The Declarant shall provide a purchaser of a Unit with a copy of this Public Offering Statement and all amendments thereto before the execution of a contract for sale. Unless prior to the execution of a contract for sale, a purchaser acknowledges in writing receipt and review of such 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 offering statement. **ACCORDINGLY, PURCHASERS WILL BE REQUIRED TO ACKNOWLEDGE THE RECEIPT AND REVIEW OF THIS PUBLIC OFFERING STATEMENT IN WRITING, BY SIGNING THE FORM ATTACHED AS EXHIBIT H.**

If the Purchaser elects to cancel, he or she may do so by hand delivering a notice thereof or by mailing the notice by prepaid United States mail to the Declarant. Except as may be required by a construction contract between the Purchaser and the Declarant or its contractors (to include any amendments, change orders, Purchaser requested options or upgrade which may require non-refundable deposits), the cancellation shall be without penalty and any deposit made by the Purchaser shall be promptly refunded in its entirety.

Once a purchaser accepts the conveyance of a Unit, he may not cancel the contract.

X. Unsatisfied Judgments, Pending Legal Proceedings.

As of the date of delivery of this 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 pending litigation that would be of any significance to the Condominium or the Property.

XI. Escrow of Deposits.

Any deposit made in connection with the purchase or reservation of a Unit from the Declarant shall be placed in escrow by Declarant and held either in this State in an account designated solely for that purpose by a licensed title insurance company, an attorney, a licensed real estate broker or an institution whose accounts are insured by a governmental agency or instrumentality until the deposit is: (1) delivered to the Declarant at closing; (2) delivered to the Declarant because of purchaser's default under a contract to purchase the unit; or (3) refunded to the purchaser.

XII. Restraints on Transfers.

Section 1604-102 of the Condominium Act prohibits the Declarant from offering any interest in a Unit until the Declarant has prepared and delivered to a Purchaser a current Public Offering Statement.

The Condominium Act further provides that no part of the Common Elements may be sold except in conjunction with the sale of an interest in a Unit; provided, however, the Act does permit the sale of Common Elements or portions thereof by the Association upon the required vote of the members. No conditions are placed on this right of the Association by the Declaration.

The Declaration imposes the following restrictions on use of an Owner's Unit:

(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.

(b) *Fire Hazard/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, or any part thereof, without the prior written consent of the Board of Directors.

(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.* No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied

by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium and any pets kept in violation of this Declaration or the Rules and Regulations may be removed from the Condominium by the Association. Additionally, the Board may specifically regulate or exclude from the Condominium particular breeds or species of dogs or other pets as determined by the Board to be necessary for the safety and quiet enjoyment of the Condominium and as necessary to conform with any insurance requirements relating to the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(e) *Quiet Enjoyment*. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit.

(f) *Trash.* The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board. The individual Unit owners shall be responsible for removal of their rubbish; however, at such time that 50% of the Units have certificates of occupancy then the Association will hire a private company to remove the trash and each Lot Owner who has a certificate of occupancy will be responsible to reimburse the Association for their share of the cost of the trash removal.

(g) *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 City of Westbrook. 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.

(h) *Leasing.* The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. An Owner, other than the Declarant, may sell or lease his or her Unit, however, the Board of Directors may prescribe a form of lease or specific provisions.

The Rules and Regulations attached to this Statement as **Exhibit D** further restrict the Owners' use of the Common Elements and of the Units.

XIII. Insurance.

Article 16 of the Declaration sets forth the provisions concerning the types and amounts of insurance coverage to be provided by the Association and maintained by Unit Owners. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner

may desire, for any special loss assessments made by the Association and for his or her personal liability; Each Unit Owner should also consider obtaining at his or her expense coverage for loss of use and/or lost rental income.

The Association will carry, to the extent required by Section 1603-113 of the Act, property insurance on the Common Elements and shall maintain a liability insurance policy on behalf of the Association and all Owners to insure them against liability arising out of the ownership or use of the Common Elements, directors and officers insurance, flood insurance, if applicable and available, covering anyone who either handles or is responsible for funds held or administered by the Association. The cost of maintaining each of such insurance policies and bonds shall be a Common Expense.

The liability policy will not insure Owners against liability arising from an accident or injury occurring within their Units or from their own negligence.

XIV. Fees on the Use of Common Elements; Financial Arrangements for Improvements.

There are no current or expected fees or charges to be paid by Owners for the use of Common Elements and other facilities related to the Condominium other than the assessments for management and upkeep of the Condominium, and assessments due to the Master Association for the use of the roads, walkways, and Common Facilities. In addition, water and sewer charges are billed by and payable to the Master Association.

XV. Unusual and Material Circumstances, Features and Characteristics, Zoning and Land Use Requirements Affecting the Condominium.

A. *Zoning and Land Use Requirements*. The Condominium is located in the Residential Growth Area 1, Lincoln Street Overlay Zoning District established by the Zoning Ordinance of the City of WESTBROOK, and was approved by the City of Westbrook for a Final Site Plan-Subdivision. The Property is subject to a Maine Department of Environmental Protection Order, as further described in **Exhibit F**.

B. *Conditional Partial Assignment of Declarant Rights*. The Declarant may assign certain rights regarding certain condominium Units including the right to declare the units, direct the construction of the units, and sell the units.

XVI. Common Expense Assessments.

The projected Common Expense Assessments for each Unit are set forth in the 2026 Budget, a copy of which is attached to this Statement as **Exhibit E**. The assessments do not vary seasonally but will change each year as the annual budget is approved by the Association. Each Owner's allocated share will be set forth in the Declaration, as amended, and will change as additional Units are created. See Section E above and the Notes on the attached Budget for additional notes and comments concerning the budget and the assumptions used in the preparation of the budget.

XVII. Owner's Liability for Real Estate Taxes, Assessments and Other Charges.

By statute, a municipality must separately assess and tax individual Units with each Owner therefore liable only for real estate taxes, municipal assessments and other municipal charges

against his or her own Unit, with no liability for such obligations against other Units.

XVIII. Liens for Assessments and Other Claims.

All sums assessed by the Association constitute the personal liability only of the Owner thereby assessed. The Condominium Act provides a lien process by which the Association can perfect liens for the non-payment of assessments and foreclose them through a judicial proceeding. That liability constitutes a lien only against that Owner's Unit.

In addition, other liens such as judgment liens against the Association run against the Units and not the common elements. No other property of an Owner is subject to a lien of a judgment creditor of the Association.

XIX. Development Rights Reserved by the Declarant.

In addition to the easement rights reserved in Article 8 of the Declaration, the Declarant reserves to itself and for the benefit of its successors and assigns the right until the renovation, marketing and sale of all Units in the Condominium are completed to:

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

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

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

withdrawn land. Otherwise no consent of the Association, any Unit owners or the Association is required. Once such land has been withdrawn it shall be released from all terms, covenants and restrictions set forth in this Declaration, and it may be developed and used in any manner permitted by the City of Westbrook Zoning and Land use Ordinances as they may vary; and

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

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

(f) Those rights established under the Declaration.

(g) Those rights established under the Condominium Act.

The exercise of any Development Rights shall be in accordance with and governed by the provisions of the Condominium Act, including Section 1602-110.

Declarant expressly reserves the right to vary buildings, Units, Limited Common Elements and their locations in its discretion. However, all such future Units, Common Elements and Limited Common Elements shall be consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality.

Any Limited Common Elements created pursuant to any Development Right reserved will be of the same general types and sizes as the Limited Common Elements within other parts of the Condominium.

The proportion of Limited Common Elements to Units created pursuant to any Development Right reserved by the Declarant are intended to be approximately equal to the proportion existing within other parts of the Condominium.

All restrictions in the Declaration affecting use, occupancy, and alienation of Units will apply to any Units of the same type created pursuant to any Development Right reserved by the Declarant.

None of the foregoing shall limit the Development Rights reserved in Article 5 of the Declaration. The assurances made in this section do not apply in the event that any Development Right is not exercised by the Declarant.

XX. The Owners Association.

The Condominium Act provides for the self-governing of the Condominium by an Owners Association, in this instance called "Hogan Circle Condominium Association."

The Association is organized as a non-profit condominium corporation under Maine law. The Bylaws provide that the powers and responsibilities of the Association are delegated to the Condominium's Board of Directors, some of which in turn may be sub-delegated to the Managing Agent. The Board of Directors has the power and responsibility in administering the Condominium to, among other things:

(a) Prepare the annual budget;

(b) Make and collect assessments against the Owners for Common Expenses;

(c) Provide for the upkeep, maintenance and care of Common Elements;

(d) Designate and license Limited Common Areas to Unit Owners;

(e) Designate, hire and dismiss the personnel necessary for the maintenance of the Condominium;

(f) Make rules and regulations concerning the use of the Condominium;

(g) Establish a bank account on behalf of the Association;

(h) Make alterations to the Condominium;

(i) Enforce by legal means the provisions of the Condominium instruments;

(j) Obtain necessary insurance;

(k) Pay the cost of services rendered to the Condominium; and

(l) Keep the books of account of the Condominium.

The Declaration describes the makeup of the Board of Directors of the Association. The Board of Directors consists of up to five (5) members elected by Owners, except that the Declarant will initially appoint the members of the Board of Directors in accordance with Article 12 of the Declaration.

Not later than the earlier of (i) 60 days after the conveyance by the Declarant to Owners other than the Declarant of seventy-five percent (75%) of the Units for the entire project, or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, all members of the Board of Directors appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect new members of the Board of Directors in accordance with the Bylaws of the Association.

NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT SPECIFICALLY CONTAINED

HEREIN; AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.

ANY INFORMATION OR DATA ABOUT THE CONDOMINIUM THAT IS NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT SHOULD NOT AND MUST NOT BE RELIED UPON.

IN WITNESS WHEREOF, WORG, LLC has caused this instrument to be sealed with its company seal and signed in its company name by Alan E. Wolf, thereunto duly authorized, this 1st day of the month of April, 2026.

SIGNED, SEALED AND DELIVERED
In the presence of:

Norma J. Paris

WORG, LLC

By _____
Name: Alan E. Wolf
Its: Member

DECLARATION OF CONDOMINIUM
HOGAN CIRCLE CONDOMINIUM
Westbrook, Maine

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. **WORG, LLC**, a Maine limited liability company with a place of business in South Portland Maine (**"Declarant"**), owner in fee simple of the land described in Exhibit A annexed hereto, located within the City of Westbrook, Cumberland County, Maine (the **"Land"**), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the **"Property"**) to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act (**"Condominium Act"** or **"Act"**) and hereby creates with respect to the Property a condominium, to be known as **"Hogan Circle Condominium"** (the **"Condominium"**). The Property is shown on a Plan titled Rivermeadows Subdivision Condominium, Unit #2A, dated October, 2024 and recorded in the Cumberland County Registry of Deeds in Plan Book 224, Pages 506 and 507. The Property is also shown on the following plat and plans: (i) the plans recorded on November 30, 2022 in the Cumberland County Registry of Deeds in Plan Book 222, Page 549 identified as follows: "Cover Sheet, General Notes and Legend" and "Plat of Rivermeadows 216 Condominium" dated November 2022 and "Plat of Rivermeadows 216 Condominium" made for WORG, LLC, dated June 13, 2023 and recorded in Plan Book 223, Page 172, the "Condominium Plat Plan of Rivermeadows Subdivision Condominium Unit #2A" recorded in said Registry in Plan Book 225, page 80, and supplemental plats to be recorded upon the construction of each unit building (collectively the **"Plat"**); and (ii) on individual unit plans to be recorded in the Cumberland County Registry of Deeds upon substantial completion of the unit buildings (collectively the **"Plans"**). Reference is also made to the plans identified as "Subdivision Plan – Rivermeadows Subdivision," dated October 5, 2022, and recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 419 as the same may be amended (collectively the **"Subdivision Plan"**). This Condominium is subject to all of the easements, covenants, restrictions, terms, and conditions set forth in the Declaration of Rivermeadow 216 Condominium dated June 14, 2023, and recorded in said Registry in Book 40185, Page 295 (the "Master Condominium"), as amended.

Section 1.2. Name and Address of Condominium. The name of the Condominium shall be "Hogan Circle Condominium." The address of the Condominium is Hogan Circle, Westbrook, Maine. The name of the unit owners association is the **"Hogan Circle Condominium Association"** (the "Association") and its address is P.O. Box 1123, Portland, Maine 04104.

Section 1.3. Description of Condominium Development. Initially, the Condominium consists of the Land described in the attached Exhibit A, Units 1, 2, 5, 6, 33, 34, 35 and 36, as depicted on the Condominium Plat of Hogan Circle Condominium to be recorded in said Registry with this Declaration.

ARTICLE 2

DEFINITIONS

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

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

(a) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) "Association" means the Condominium Association of the Condominium, which is known as the **Hogan Circle Condominium Association.**

(c) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(d) "Built Units" means constructed Units for which a certificate of occupancy has been issued by the City of Westbrook.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements. Common Elements includes those items defined in the City of Westbrook Land Subdivision Ordinance as "Private Common Use Improvements" and any reference in said ordinance to Private Common Use Improvements shall mean Common Elements for purposes of this Declaration and the Association

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(h) "Condominium" means the Condominium described in Section 1.1 above.

(i) "Condominium Documents" means the Declaration, Plat and Plans, Bylaws and Rules and Regulations.

(k) "Declarant" means **WORG, LLC,** a Maine limited liability company, its successors and assigns.

(l) "Declaration" means this document, as the same may be amended from time to time.

(m) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, convert Common Elements into Units, convert Common Elements into Limited Common Elements, to allocate Limited Common Elements to Units, or to withdraw any Real Estate, Units, or Property from the Condominium.

(n) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the

proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners. In addition, Androscoggin Bank shall be an Eligible Mortgage Holder, for so long as their current Mortgage as the same may be amended, modified or extended, recorded at the Registry of Deeds, is in place on one or more Units.

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

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

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

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

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

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

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

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

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

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

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

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

(bb) "Plat and Plans" means the Plat and Plans as defined in Section 1.1 above, which are recorded in the Cumberland County Registry of Deeds, and as such may be amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

ARTICLE 3

DESCRIPTION OF PROPERTY AND UNITS

Section 3.1. Description of the Property. The legally sufficient description of the Property included in the Condominium is set forth in Schedule A and the location and dimensions of the Property included in the Condominium are depicted on the Plat. The initial Plat was recorded in the Cumberland County Registry of Deeds on November 30, 2022, in Plan Book 222, Pages 549-550, as supplemented by Plats and Plans recorded herewith and supplemental plans to be recorded at the said Registry.

Section 3.2. Location and Dimensions of Building. The location and dimensions of each building and other improvements to be erected on the Land are depicted on said Plat and Plans. As set forth in Section 10.1, the units and buildings and related improvements initially depicted on the Plats and Plans need not be built and the Declarant reserves the right to alter the same.

Section 3.3. Units Created; Maximum Number of Units. The Declarant hereby initially creates and declares Units 1, 2, 5, 6, 33, 34, 35 and 36. The Declarant has reserved the right to create up to a maximum of thirty-six units, pursuant to Section 10.1.

Section 3.4. Creation of Units. With respect the creation of additional Units, Schedule B shall be amended to set forth the identifying number and type of each Unit created by amendment to this Declaration and to the Plats and Plans for a description of each identifying number, and locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, allocated Limited Common Elements, and any other information necessary to identify the Unit and its appurtenant rights.

Section 3.5. Unit Boundaries. The initial vertical boundary lines of each Unit created are as shown on the Plat, with the Unit boundaries to be modified and refined, including the creation of horizontal boundaries as described below, on the to be recorded as-built supplemental Plat and Plans after construction of the building on the Unit, and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The entire building and appurtenances attached thereto shall be the extent of the Unit's Boundaries, as follows:

(i) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the horizontal plane of the lower horizontal surface of the ceiling joists; (ii) Lower Boundary: the horizontal plane of the lower surface of the concrete subfloor slab or wood subflooring.

(ii) The vertical (perimeter) boundaries of each Unit shall be the interior vertical planes at the stud line back surface of the Unit's perimetric walls, extended to the intersections with each other and with the upper and lower Unit boundaries.

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

(b) Each Unit's identifying number is shown on the Plat and on Exhibit B.

Section 3.6 Design Criteria. The building within each Unit shall be constructed subject to the following design and construction standards:

The building shall include design variation so that adjacent and opposite structures have no less than three different architectural aesthetics, treatments and/or fenestrations, such as:

Windows/Doors
Roof lines
Materials
Colors
Exterior Lighting
Architectural structural elements, i.e. Porches, breezeways

The building siding and roofing materials and colors shall have received written approval from the Executive Board prior to initial construction. Further, the building shall conform to the appropriate template duplex designs set forth in the following plans prepared by H&K Designs: Duplex Plan – A dated September 9, 2024; Duplex Plan - B dated April 8, 2025; Duplex Plan – C dated May 12, 2025; Duplex Plan – D (Unit AA & Unit AA) dated September 7, 2024; Duplex Plan – E (Unit AA & Unit BB) dated September 15, 2024; Duplex Plan – F (Unit AA & Unit CC) dated September 14, 2024.

ARTICLE 4

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

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, the grinder pump building, all wires, pipes, ducts, foundation drains, electrical wiring and conduits, public and private utility lines (other than those which are contained within the Unit and serve only that Unit), and any easements as set forth in **Exhibit A** for parking, access, and utilities; and in addition, all other

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

(a) Grounds. The land, lawns, trees, any forested areas, signage, parking spaces as identified on the Plats and Plans, common mailboxes, any common facilities or storage buildings, and all private access roads and drives as shown on the Plat and Plans. The parking areas shown on the Rivermeadows Subdivision Condominium Unit #2A Plats and Plans are also accessible to the Lot Owners on Hogan Circle in the residential subdivision.

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

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

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

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

Section 4.4. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expresaly set forth to the

contrary herein.

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

Section 5.3 Maintenance and Inspection of Common Elements.

(a) The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements whether located inside or outside of the Units, including without limitation the foundation, exterior siding, roof, and other exterior features such as dormers, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements and certain Reserved Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, if any, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses.

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

Section 5.4 Maintenance of Unit. Each unit Owner shall keep and maintain his Unit, private garden area, if any, including the building, grounds, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all property maintenance, redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. Each unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No unit Owner shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 5.6 Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements and Reserved Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.5, but not performed by the unit Owner, including, without limitation, services of the Managing Agent requested by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit

for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

Section 5.7 Maintenance of Hogan Circle. The Association shall be responsible for the maintenance, upkeep, repair and replacementof Hogan Circle, regardless of whether ownership of the Road is transferred to Association. The Road shall be maintained by the Association in a safe and passable condition, at all times. The Road shall be plowed free of snow within a reasonable amount of time after each snowfall. The Road shall be paved and maintained in that condition, provided the initial paving of the Road shall be at the Declarant's sole expense.

Upon completion of construction of the Road and related stormwater and erosion control facilities, Declarant shall have no further liability for the maintenance, upkeep, repair and replacement of the Road. By acceptance of a deed to a Unit, each owner of a condominium unit in Condominium 2A agrees to pay its share ofthe costs of such maintenance, upkeep, repair and replacement of the Road, and Stormwater Management Area as further as shown on the Plans and as set forth herein and in the Bylaws.

Each of the Units are benefited by a non-exclusive perpetual access easement for the purpose to provide access to Hogan Circle and the adjacent sidewalks. Said Easement shall be for all purposes now or hereafter customary of an internal access road or way and sidewalk, including ingress and egress, drainage and all utilities now or in the future customary including, without limitation, electricity, cable, telephone, wires and fiber optics for the transmission of intelligence or data, gas, water, and sewer.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached hereto as **Exhibit B** is a list of created Units by their identifying number and the Percentage Interest appurtenant to each Unit, for all Units created as of the time of the recording of this Declaration together with an explanation of the formula by which such Percentage Interest is determined. Upon the creation and declaration of additional Units, this Declaration and **Exhibit B** shall be amended to include the Units then existing in the Condominium, their identifying numbers, common element interest, common expense liability and vote appurtenant to each Unit.

The Allocated Interests allocated to each Unit shall be listed and allocated to the Units per amendment to Schedule B. Each Allocated Interest has been rounded to the nearest one hundredth of one percent (0.00%). The formula for determining the interest allocated to each Unit shall be as follows:

$$\frac{100\%}{\text{TOTAL NUMBER OF UNITS}}$$

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on **Exhibit**

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

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

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

ARTICLE 7

MANAGEMENT

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

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

ARTICLE 8

EASEMENTS

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

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

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

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be,

shall restore the affected property as closely to its original condition as is practicable.

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

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

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

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

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

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units, Reserved Common Elements and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units, Reserved Common Elements or Limited Common Elements, or any of them, or casualties to the Common Elements and Property, the Limited Common Elements and Property, the Reserved Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps

to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(I) and the following Section 8.1(i)(2) or both;

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

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

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

Section 8.2. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

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

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

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

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

(a) Residential Use. The Units and Common Elements (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or

occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board. Except during the initial construction of a house, garbage and rubbish shall be stored in sanitary receptacles with sealing covers or as required by City ordinances or regulations. The individual Unit owners shall be responsible for removal of their rubbish; however, at such time that 50% of the Units have certificates of occupancy then the Association will hire a private company to remove the trash and each Lot Owner who has a certificate of occupancy will be responsible to reimburse the Association for their share of the cost of the trash removal.

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

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

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

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

(h) Alterations to Units. Except as otherwise provided herein, approval by a majority vote of the Executive Board of the Association is required for alteration, remodeling or renovation of the

exterior of any Unit. Executive Board approval shall not be required for interior alterations of any Unit or interior renovations that do not affect the structural integrity of any Common Elements or of any other Unit in the commercial building. When making any alteration, the Unit Owner is required to obtain all necessary approvals and permits as may be required by the City of Westbrook, engage insured contractors to perform the services, and otherwise comply with all Rules of Regulations of the Association.

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

a. The sunroom shall be of first quality, permanent construction and not impair the structural integrity, mechanical systems or support of the buildings or Common Elements;

b. The sunroom shall be compatible with the architectural design and quality of construction of the Condominium and existing buildings; and

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

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

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

Section 9.2. Sale and Lease of Units.

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

or losses thereof.

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

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

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

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. Expansion. Declarant reserves the development right but not the obligation to legally create and declare from time to time up to a total of 36 units and appurtenant limited common areas and to create sunrooms as a part of the Units as described above on the Land as described in the attached Schedule A until the Twentieth (20th) anniversary date of the recording of this Declaration in the Cumberland County Registry of Deeds. The reserved Development Rights include the right to convert Common Elements into Units, to convert Common Elements into Limited Common Elements, and to allocate Limited Common Elements created to Units.

10.1.1. The projected location and approximate dimensions of the additional units and limited common elements for such Units for are shown on the Plats and Plans. Said additional buildings, units and limited common elements and sunrooms may not be built with the configurations or in the locations as shown on the Plats, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the addition of such units and limited common elements, 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 Building Phase(s). All such future units and limited common elements shall be generally consistent with the initial units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of units shall apply to such Building Phases including, without limitation, the restriction to residential use. Declarant need not add said Building Phases or said limited common elements to the

Condominium and hence said buildings, units 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 Development Rights hereunder within twenty (20) years of the recording of this Declaration.

10.1.2. In order to exercise any of the development rights reserved by the Declarant hereunder, the Declarant shall prepare, execute and record in the Cumberland County Registry of Deeds an amendment to the Condominium Declaration. Said amendment shall become effective upon recording without the consent of any other person. Pursuant to Schedule B attached hereto, and the amendment, an identifying number will be assigned to each new unit created and the allocated interest will be reallocated among all units pursuant to Section 10.1.3. below.

10.1.3. Redetermining Allocated Interests and Assessments. The allocated interest allocated each Unit shall be determined by the formula set out in 6.1 and subject to Schedule B. The total amount of common expense shall be reassessed against the Units pursuant to the formula set out in 3.5.

10.1.4. No Amendment Prior to Sale of All Units. This ARTICLE 10 and Section 6.1. and 3.3. shall not be amended or waived without the consent of all persons holding Declarant Rights duly recorded in the Cumberland County Registry of Deeds. The benefits of ARTICLE 10 and all other special rights of Declarant set forth in this Declaration, the By-Laws 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.

Section 10.2. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

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

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

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

benefiting such withdrawn land. Otherwise no consent of the Association, any Unit owners or the Association is required. Once such land has been withdrawn it shall be released from all terms, covenants and restrictions set forth in this Declaration, and it may be developed and used in any manner permitted by the City of Westbrook Zoning and Land use Ordinances as they may vary; and

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

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

Section 10.3. Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plat and Plans or record an affidavit that the Plat and Plans previously recorded conform to the requirements of the Act. Said amendment shall become effective upon recording without the consent of any other person.

Section 10.4. Amendment, Waiver, Etc. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The rights and benefits of Article 10 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

Section 10.5. Other Declarant Amendments. The Declarant further reserves the right, without seeking consents of Unit Owners or Eligible Mortgage Holders, to prepare, execute and record amendments to the Declaration and the Plats and Plans to correct technical errors, to address requirements of approval of the City of Westbrook, or any other governmental authority having jurisdiction over the Condominium, or as may be reasonably required for the Declarant to be able to obtain underwriting approval for secondary mortgage market financing on the Units, provided that no such amendment shall have a material adverse effect upon the use or enjoyment of any Unit, other than a Unit owned by the Declarant.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

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

ARTICLE 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The Executive Board shall consist of a minimum of three (3) members and a maximum of five (5) members. The initial Executive Board shall consist of three (3) members appointed by the Declarant. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

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

(c) The Executive Board shall have the authority to change the number of Directors and

shall possess all of the duties and powers granted to the Executive Board by the Act.

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

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

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

ARTICLE 13

LIMITATION OF LIABILITY

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

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

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

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

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

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

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

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

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

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

shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 14

ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements, Limited Common Elements and Reserved Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments or Reserved Common Element Area license fee or maintenance expenses otherwise the responsibility of a Unit Owner; budget deficits; such expenses as are necessary for the Association's share of any Common Expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of all of those Elements and Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, to cover any deductible amount for insurance policies maintained by the Association, and to provide sufficient funds to meet the Association's anticipated expenses for one year after the date on which the management of the Association is to be turned over to the owners pursuant to Section 12.1(b). The reserve fund shall be funded as a part of the Common Expenses. The Association, acting through its Executive Board, shall have the power to assess any common expense benefiting fewer than all of the Units exclusively against the Units benefiting from that expense, as provided in Section 1603-115(c)(2) of the Act.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with Section 1603-115(c) of the Act and the Bylaws and as circumstances may reasonably require, shall assess Common Expenses and Limited Common Expenses as follows: (i) If a Limited Common Expense or Common Expense only benefits a single Unit (e.g. fees and charges of the Managing Agent for services performed for an individual Unit Owner at its request), that Limited Common Expense or Common Expense may be assessed solely against the Unit benefited; and (ii) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**. Pursuant to the foregoing, and in accordance with Section 1603-115 of the Act, the Association may adopt an annual Budget allowing for different categories or amounts of monthly assessments as applicable to Built Units that are (i) fully connected and benefiting from all Common Expenses and (ii) Un-Built Units that are not fully constructed or otherwise benefiting from all Common Expenses (e.g., incomplete or unoccupied units, may be assessed a lower monthly assessment if such Units do not benefit from common expenses relating to common utilities, trash removal, snow removal, etc.).

Section 14.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his

Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

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

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

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

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

Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common

Expenses, special assessments, Limited Common Expenses, Reserved Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

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

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

ARTICLE 15

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS;

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plans and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise:

(1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
(2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
(3) The merger or consolidation of the Condominium with another condominium;
(4) The conveyance or subjection to a security interest of any portion of the Common Elements;
(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-1 13(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;
(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment

of Common Expense liabilities;

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

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

(d) Approval of amendments of a material nature to the Condominium Documents must be obtained from Eligible Mortgage Holders who represent Fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

(1) voting rights;

(2) assessments, assessment liens or the priority of assessment liens;

(3) reserves for maintenance, repair and replacement of Common Elements;

(4) responsibility for maintenance and repairs;

(5) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use, except to the extent done in connection with the exercise of development rights;

(6) redefinition of any Unit boundaries;

(7) convertibility of Units into Common Elements or Common Elements into Units, except to the extent done in connection with the exercise of development rights;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(9) insurance or fidelity bonds;

(10) leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer such Unit Owner's Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 15.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

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

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

Section 15.6. Rights of Mortgage Holders, Insurers and Guarantors. (a) The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(2) any sixty (60) day delinquency in the payment of Common Expenses or other charges owed by the Owner of any Unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action that requires the consent of a specified percentage of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number and name or address of the Unit on which it holds, insures or guarantees the mortgage, except that Androscoggin Bank shall be entitled to receive such notice without the need for sending such a request so long as their current Mortgage, as the same may be amended, modified or extended, is in place on one or more Units.

ARTICLE 16

INSURANCE

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

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover all Common Elements and Limited Common Elements to the extent required by Section 1603-113 of the Act, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, excluding the Units or any portions thereof. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of any improvements to the Common Elements, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of $10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund, once the reserve fund contains sufficient funds to cover such amount through the payment of Unit Owner assessments. The named insured under the policy shall be "Hogan Circle Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which

precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, Limited Common Elements and Reserved Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least $1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

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

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

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

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

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

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

(c) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under

such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

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

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

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

Section 16.6. Unit Owner to Obtain Insurance on Unit.

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

(b) With respect to the insurance policies described in subsection 16.6(a) issued to the Unit Owner, the Unit Owner shall cause such policies to provide that: (1) The insurer waives its right to subrogation under the policy against the Association and the Declarant; (2) No act or omission by the Association or Declarant will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (3) If at the time of a loss under such policies there is other insurance in the name of the Association or Declarant covering the same risk covered by the policy, the Owner's policy provides primary insurance; (4) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the Association or Declarant; (5) The insurer shall be relieved from no liability for loss occurring because of any breach of warranty or condition or any other act or neglect by the Association, the Declarant or any person under either of them; (6) Such policy may not be cancelled nor may coverage thereunder be substantially changed except by the insurer giving at least thirty (30) days prior written notice thereof to Owner and every other party in interest who shall have requested such notice of the insurer.

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

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

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

ARTICLE 17

ASSIGNABILITY OF DECLARANT'S RIGHTS

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 a document in said Registry of Deeds by which Declarant assigns any of such rights, powers or reservations and by which the assignee assumes the duties and obligations of Declarant related to the rights, powers or reservations assigned, 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 with respect to the rights, powers or reservations assigned 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.

ARTICLE 18

AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are

subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant in exercise of a Development Right or otherwise would be considered as material:

(a) voting rights;
(b) assessments, assessment liens, or subordination of assessment liens;
(c) reserves for maintenance, repair and replacement of Common Elements;
(d) responsibility for maintenance and repairs;
(e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
(f) boundaries of any Unit, except for locations of decks or patios or for the establishment of the initial location of vertical and horizontal unit boundaries as may be approved by the City of Westbrook;
(g) convertibility of Units into Common Elements or Common Elements into Units;
(h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
(i) insurance or fidelity bonds;
(j) leasing of Units;
(k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
(l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
(m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
(n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
(o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

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

ARTICLE 19

TERMINATION

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

ARTICLE 20

ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21

GENERAL PROVISIONS

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

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

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

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

Section 21.5. Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

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

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

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

ARTICLE 22

FUTURE DEVELOPMENT

Owner, by purchase of a Lot, acknowledges and agrees that the Declarant and/or its assign, intends to develop Rivermeadows with up to 358 residential units. Hogan Circle is a portion of a larger master plan

which has been presented to the City of Westbrook. The Lot Owner consents to such future development by the Declarant and/or its assigns and agrees not to oppose such future development. In the event Lot Owner opposes such future development in violation of the terms of this Declaration, damages may not be an adequate remedy for the Declarant, its successors and/or assigns (the "Damaged Parties"), and therefore the Damaged Parties shall be entitled to an injunction prohibiting such persons from opposing such redevelopment.

IN WITNESS WHEREOF, the Declarant, WORG, LLC, has caused this Declaration to be signed in its names by Alan E. Wolf, in his capacity as Member of WORG, LLC, this 19th day of the month of September, 2025.

SIGNED, SEALED AND DELIVERED
In the presence of

WORG, LLC

By: Alan E. Wolf
Its: Member

STATE OF MAINE
CUMBERLAND, ss

September 19, 2025

Then personally appeared the above-named Alan E. Wolf, the Member of WORG, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of WORG, LLC.

DARCY L. NEEDHAM
Notary Public - Maine
My Commission Expires
January 26, 2030

Before me,

Notary Public

EXHIBIT A
Condominium Parcel
Hogan Circle Condominium
Westbrook, Maine

A certain lot or parcel of land situated in the City of Westbrook, in the County of York and State of Maine and more particularly bounded and described as follows:

Condominium #2A as depicted on "Subdivision Plan – Rivermeadows Subdivision" made for WORG, LLC, dated October 5, 2022, prepared by Titcomb Associates, and recorded in the Cumberland County Registry of Deeds in Plan Book 222, Pages 419, respectively (the "Plan").

For Grantor's source of title, reference is made to a deed from FORE, LLC to WORG, LLC, dated September 26, 2022, and recorded in the Cumberland County Registry of Deeds in Book 39749, Page 266, and corrective deed recorded in Book 40164, Page 158, of which this lot is a portion thereof.

Excepting and reserving to WORG, LLC, its successors and assigns, all right, title and interest that the Grantor may have in and to the fee interest in all roadways, extensions, and hammerheads, including, but not limited to "Hogan Circle", "Annie's Alley," "Nicklaus Lane", and "Lopez Drive", as shown on the Plans. The purpose of this reservation is to preserve the WORG's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq., together with the right to convey said roadways to the City of Westbrook, or to such other homeowners/condominium owners' associations or otherwise, as Grantor deems appropriate.

The premises are conveyed subject to any and all easements, restrictions and encumbrances of record, and together with any and all rights, easements, privileges and appurtenances pertaining thereto.

This premises is further subject to the following:

1. Such notes or state of facts as set forth or depicted on prior or existing plans, including: (a) Plan of Boundary Survey, River Meadow Golf Course, Westbrook Maine, prepared by Gorrill Palmer dated October 26, 2020; (b) Plan of Land in Westbrook, Maine, for Rivermeadows Associates dated December 26, 1978, and recorded in the Cumberland County Registry of Deeds in Plan Book 122, Page 22; (c) Plan of Mitchell Farm dated June 1, 1807, and recorded at said Registry of Deeds in Plan Book 13, Page 54; (d) "Cover Sheet, General Notes, and Legend, for Project: Hogan Circle Condominium Association, 216 Lincoln Street, Westbrook, Maine, for Owner of Record: WORG, LLC" and "Condominium Plat Plan for Project: Hogan Circle Condominium Association, 216 Lincoln Street, Westbrook, Maine, for Owner of Record: WORG, LLC", dated November 2022, as revised through November 14, 2022, prepared by Gorrill Palmer, and recorded in the Cumberland County Registry of Deeds in Plan Book 222, Pages 549 & 550, respectively.

2. Terms and conditions of Notice of Intent to Install Subsurface Wastewater Disposal System dated May 28, 1997, and recorded at said Registry of Deeds in Book 13128, Page 269.

3. Rights and easements granted to Central Maine Power Company as set forth in instrument dated January 31, 1973, and recorded at said Registry of Deeds in Book 3357, Page 198.

4. State of Maine Department of Environmental Protection Site Location of Development Act Natural Resources Protection Act, Freshwater Wetland Water Quality Certificate for Rivermeadows Residential Development dated July 18, 2022, and recorded on September 27, 2022, in Book 39742, Page 26, and Site Location of Development Act, Condition Compliance recorded in Book 39852, Page 83.

5. Underground Line Easements from WORG, LLC to Central Maine Power Company and Northern New England Telephone Operations LLC dated February 13, 2023, and recorded in Book 40000, Pages 247 & 248.

6. Easement granted from Symbol Apartments LP and WORG, LLC to Central Maine Power Company dated September 19, 2023 and recorded in Book 40381, Page 14.

7. Such water, sewer, and utility lines currently existing, located, or to be located within the Rivermeadows Residential Development boundaries.

8. The premises are subject to and benefited by, and together with: (A) any and all easements, restrictions, encumbrances, rights and privileges as are indicated on the Plan; and (B) any and all covenants, reservations, restrictions, easements, encumbrances, rights and privileges as are indicated in the "Declaration of Condominium, Hogan Circle Condominium" recorded in the Cumberland County Registry of Deeds; (C) membership in the respective condominium association, known as Hogan Circle Condominium Association, and subject to all terms, and conditions of the Bylaws and Rules and Regulations thereof, as amended; and (D) all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

10. Terms and conditions set forth in the Declaration of Rivermeadows 216 Condominium Westbrook, Maine, dated June 14, 2023 recorded in the Cumberland County Registry of Deeds I Book 40185, Page 295.

DOC :38423 BK:41737 PG:151
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
09/22/2025, 08:10:26A
Register of Deeds Jessica M. Spaulding E-RECORDED

EXHIBIT B
DECLARATION OF CONDOMINIUM
HOGAN CIRCLE CONDOMINIUM, WESTBROOK, MAINE

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE LIABILITY

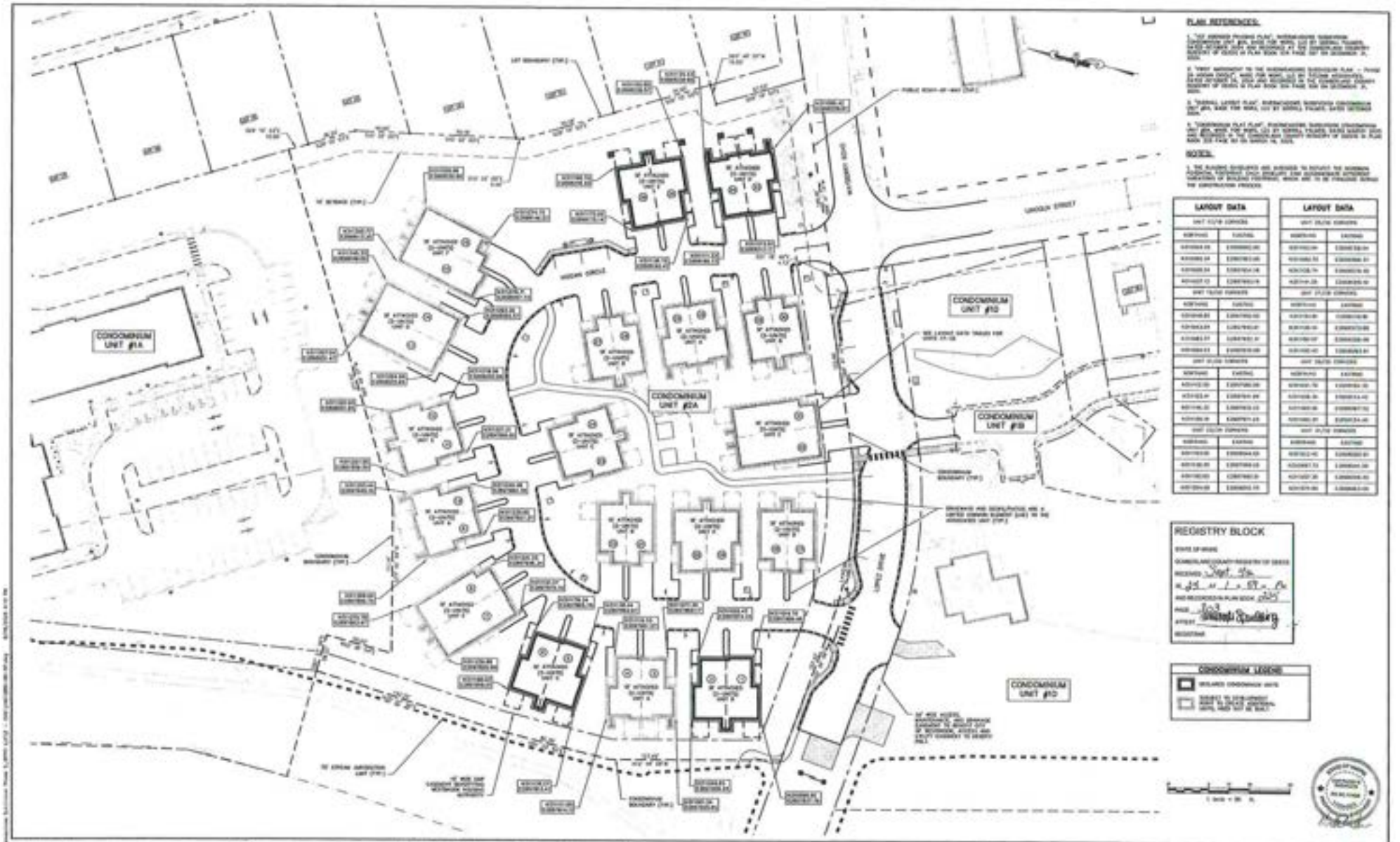
Unit #	Votes	in common elements	common expenses
1	1	12.50%	12.50%
2	1	12.50%	12.50%
5	1	12.50%	12.50%
6	1	12.50%	12.50%
33	1	12.50%	12.50%
34	1	12.50%	12.50%
35	1	12.50%	12.50%
36	1	12.50%	12.50%

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

EXHIBIT B

Copy of Plat and Plans

(see attached)



PLAN REFERENCES:

1. "LOT SURVEY PLANS PLAN", SURVEYOR'S NOTEBOOK [illegible], DATED [illegible], AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK [illegible] PAGE [illegible] ON DECEMBER 21, 2020.

2. "FIRST AMENDMENT TO THE SUBDIVISION SUBDIVISION PLAN – PHASE 2A VERSA CIRCLE", MADE FOR WORD, LLC BY [illegible] SURVEYORS, DATED OCTOBER 24, 2021, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK [illegible] PAGE [illegible] ON DECEMBER 21, 2020.

3. "OVERALL LAYOUT PLAN", SURVEYOR'S NOTEBOOK [illegible], DATED [illegible], AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK [illegible] PAGE [illegible] ON [illegible], 2020.

4. "CONDOMINIUM PLAT PLAN", SURVEYOR'S NOTEBOOK [illegible], DATED [illegible], AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK [illegible] PAGE [illegible] ON [illegible], 2020.

NOTES:

1. THE BUILDING ENVELOPES ARE INTENDED TO DEPICT THE MAXIMUM FOOTPRINTS THEREOF. ONCE ENGINEERING AND ARCHITECTURAL DESIGNS ARE COMPLETED FOR BUILDING FOOTPRINTS, WHICH ARE TO BE FINALIZED DURING THE CONSTRUCTION PROCESS.

LAYOUT DATA	
UNIT 1A/1B CURVES	
[illegible]	[illegible]
UNIT 1A/1B CURVES	
[illegible]	[illegible]
UNIT 1A/1B CURVES	
[illegible]	[illegible]
UNIT 1A/1B CURVES	
[illegible]	[illegible]
UNIT 1A/1B CURVES	
[illegible]	[illegible]

LAYOUT DATA	
UNIT 2A/2B CURVES	
[illegible]	[illegible]
UNIT 2A/2B CURVES	
[illegible]	[illegible]
UNIT 2A/2B CURVES	
[illegible]	[illegible]
UNIT 2A/2B CURVES	
[illegible]	[illegible]
UNIT 2A/2B CURVES	
[illegible]	[illegible]

REGISTRY BLOCK

STATE OF MAINE
CUMBERLAND COUNTY REGISTRY OF DEEDS
RECEIVED: Sept. 15, [illegible]
AT [illegible] O'CLOCK [illegible] M.
AND RECORDED IN PLAN BOOK [illegible]
PAGE [illegible]
ATTEST: [illegible]
REGISTRAR

CONDOMINIUM LEGEND

BUILDING CONDOMINIUM UNITS
SUBJECT TO CONDOMINIUM DECLARATION, RIGHTS, TITLE AND INTERESTS

1 inch = 80 ft.

Rev	Date	Revision
1	4/14/22	REVISED PLAT PLAN

Issued For: Date: By:

Design: MPR | Drawn: TD | Check: MPR | Date: 2/2/22 | Proj. No.: [illegible]

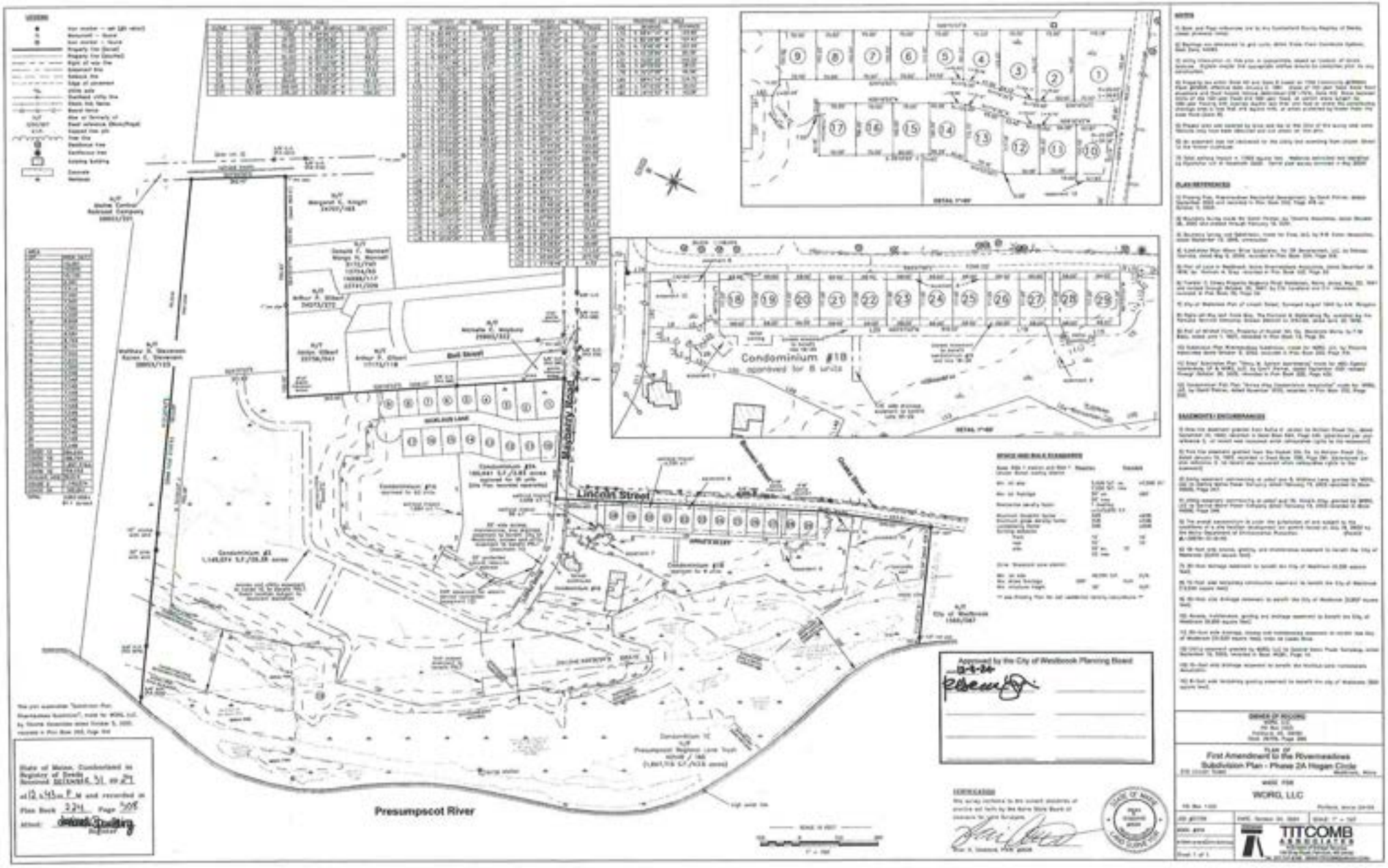
This plan shall not be modified without written permission from Gorrill Palmer (GP). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GP.

GORRILL PALMER
a civil engineering company

Gorrill Palmer, an LJB Engineering Company
GorrillPalmer.com
(207) 772-2515
300 Southborough Drive - Suite 300
South Portland, ME 04106

Drawing Name: **Revised Condominium Plat Plan**
Project: **Rivermeadows Subdivision Condominium Unit #2A**
Westbrook, Maine
Owner of Record: **WORD, LLC**
P.O. Box 1123, Portland, ME 04104

Drawing No.: **C004**



State of Maine, Cumberland ss
Registry of Deeds
Received 12/13/24, 3:31 pm
at 12:45 pm & recorded in
Plan Book 224 Page 308
Attest: Deborah Tinkham
Register

NOTES

1) Book and Page references are to the Cumberland County Registry of Deeds, unless otherwise noted.

2) Bearings are referenced to grid north, NAD83 State Plane Coordinate System, East Zone, NAD83.

3) Utility information on this plan is approximate, based on location of visible features. Digsafe maybe the appropriate method should be completed prior to any construction.

4) Property lies within Zone AE and Zone X (shaded on FIRM Community #230051 Map #23005C 0019E effective date January 6, 2021. Zone AE (100 year flood) Base flood elevations and flood hazard factors determined (FIP 1979). Zone X(0.2 Annual chance (500 year flood) and (100 year flood) or certain areas subject to (100 year flooding with average depths less than one foot or areas the contributing drainage area is less than one square mile, or areas protected by levees from the base flood (Zone X).

5) Property lines were surveyed by actual use and by in the field of the survey and some monuments may have been destroyed and not shown on this plan.

6) An easement may not mentioned on the utility and exceeding from Lincoln Street to the Pierce Courtyard.

7) Total parking layout is 1,0000 square feet. Additional estimated and identified as impervious will be developed 2025. Typical year service increased in May 2025.

PLAN REFERENCES

1) Property Plan, Riverwoodlawn Residential Development, by David Pollard, dated December 2003 and recorded in Plan Book 202 Page 278 as Number 13, 2004.

2) Boundary Survey made for David Pollard, by Titcomb Associates, dated October 28, 2002 and updated through February 18, 2004.

3) Boundary Survey and Subdivision, made for Pine, LLC, by R.W. Gore Associates, dated September 13, 2005, unrevised.

4) Subdivision Plan Maine Drive Subdivision, for DR Development, LLC, by Pinkham Surveying, dated May 12, 2006, recorded in Plan Book 2006 Page 208.

5) Plan of Land in Westbrook being Riverwoodlawn Subdivision, dated December 18, 2006, by Titcomb Associates, recorded in Plan Book 207, Page 1.

6) Transfer to Tinkey Property Maintenance Road Maintenance, Maine dated May 22, 2007 and recorded through October 30, 2007 by City Councilors and City Manager, recorded in Plan Book 210, Page 134.

7) City of Westbrook Plan of Lincoln Street, Surveyed August 1905 by A.W. Burgess

8) Right-of-Way and Track Map, The Portland & Rumford Falls Railway by Andrew Pierce, Engineer, dated December 1, 1906, recorded in Plan Book 13, Page 31.

9) Plan of Whitten Farm, Property of Harold Bell, by Woodcock Morse, to 7.18 Rods, dated June 1, 1925, recorded in Plan Book 13, Page 31.

10) Subdivision Plan Riverwoodlawn Subdivision, made for WORC, LLC, by Titcomb Associates dated October 8, 2020, recorded in Plan Book 220, Page 316.

11) Road Association Plan "Terms & Survey maintenance" made for WORC, LLC, by Titcomb Associates, dated November 2020, recorded in Plan Book 220, Page 420.

12) Condominium Plat Plan "Terms Plan Condominium Association" made for WORC, LLC, by David Pollard, dated November 2020, recorded in Plan Book 220, Page 420.

EASEMENTS / ENCUMBRANCES

1) Title the easement granted from Rufus H. Jordan to Walton Road Co., dated September 20, 1900, recorded in Deed Book 1168, Page 140, unreviewed and not reviewed and reviewed and relinquished rights by the easement.

2) Title the easement granted from the Walton Mill Co. to Walton Road Co., dated January 10, 1902 recorded in Deed Book 1168, Page 280, unreviewed and not reviewed and reviewed and relinquished rights by the easement.

3) Utility easement conveyance of land and to Widtown Lane granted by WORC, LLC to Central Maine Power Company dated February 19, 2020 recorded in Book 38685, Page 247.

4) Utility easement conveyance of land and to Hinds Way granted by WORC, LLC to Central Maine Power Company dated February 19, 2020 recorded in Book 38685, Page 249.

5) The overall development is under the jurisdiction of and subject to the conditions of a site location development and permit issued on July 19, 2022 by the Maine Department of Environmental Protection. (Permit #L-28878-33-B-N)

6) 30 foot wide access, grading, and maintenance easement to benefit the City of Westbrook (5,000 square feet)

7) 30 foot drainage easement to benefit the City of Westbrook (5,000 square feet)

8) 10 foot wide temporary construction easement to benefit the City of Westbrook (10,000 square feet)

9) 30 foot wide drainage easement to benefit the City of Westbrook (2,000 square feet)

10) Access, maintenance, grading and drainage easement to benefit the City of Westbrook (5,000 square feet)

11) 30-foot wide drainage, access and maintenance easement to benefit the City of Westbrook (21,000 square feet), more or less on Lincoln Street.

12) Utility easement granted by WORC, LLC to Central Maine Power Company, dated December 19, 2024, recorded in Book 40281, Page 141.

13) 15-foot wide drainage easement to benefit the Portland Water Company.

14) 30-foot wide drainage easement to benefit the Portland Water Company.

15) 30-foot wide temporary grading easement to benefit the City of Westbrook (500 square feet).

Approved by the City of Westbrook Planning Board
12-9-24

OWNER OF RECORD
WORC, LLC
PO Box 1000
Portland, ME 04104
Book 39779, Page 286

PLAN OF
First Amendment to the Riverwoodlawn Subdivision Plan - Phase 2A Hogan Circle
216 Lincoln Street — Westbrook, Maine

MADE FOR
WORC, LLC
PO Box 1000 — Portland, Maine 04104

JOB #21194 — DATE: October 30, 2024 — SCALE: 1" = 100'
BOOK: #216 — PLAN: 1 of 1

TITCOMB ASSOCIATES
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Serving Maine Clients Since 1978
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207-797-8788 — www.titcombassociates.com

EXHIBIT C

Bylaws of Condominium Association

(see attached)

BYLAWS
OF
HOGAN CIRCLE CONDOMINIUM ASSOCIATION

ARTICLE 1
INTRODUCTORY PROVISIONS

Section 1.1 Applicability. These Bylaws ("Bylaws") shall relate solely to the property called "Hogan Circle Condominium" located at Westbrook, Maine (the "Property"), and more fully described in the Declaration of Condominium for Hogan Circle Condominium and the Plat and the Plans related thereto (collectively the "Declaration"), recorded in the Cumberland County Registry of Deed, Portland, Maine, as the same may be amended from time to time.

Section 1.2 Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Maine Condominium Act, Section 1601-101 et seq. (the "Act"). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

Section 1.3 Compliance. Pursuant to the provisions of the Act, every Unit owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

Section 1.4 Office. The office of the Condominium, the Association and the Executive Board shall be located at the Condominium property, Hogan Circle, Westbrook, Maine, or at such other place as may be designated from time to time by the Executive Board.

Section 1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of any applicable statute of the State of Maine and the Articles of Incorporation.

ARTICLE 2
THE ASSOCIATION

Section 2.1 Membership. The Association is a Maine nonprofit corporation, all the members of which are the Unit owners of the Property. The Declarant, being the initial owner of all Units, initially shall constitute all of the members of the Association. A person or legal entity shall automatically become a member of the Association at the time he, she or it acquires legal title to a Unit, and he, she or it shall continue to be a member so long as he, she or it continues to hold title to such Unit. A Unit owner shall not be permitted to resign from membership in the Association prior to the time when the Unit owner transfers title to his, her or its Unit to another. No membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Clerk. The date of recordation of an instrument of conveyance in the Cumberland County Registry of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit. Notwithstanding any applicable theory of mortgage, no mortgage shall operate to transfer membership until either the mortgage is foreclosed or the Unit is transferred to a mortgagee in lieu of foreclosure.

Section 2.2 Meetings. Meetings of the Association shall be held at the Office of the Association unless some other place is designated by the Executive Board and shall be conducted in accordance with the following provisions:

(a) Annual Meetings

(i) The Association shall hold Annual Meetings for the purposes stated in Section 2.2(a)(ii) herein (the "Annual Meeting"). The Annual Meeting shall be held on the third Saturday of May of each year unless such date shall be a legal or religious holiday, in which event the meeting shall be held on the following Saturday.

(ii) The purpose of the Annual Meeting shall be to elect the members of the Executive Board and to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Unit owners.

(b) Special Meetings. The President shall call a Special Meeting of the Association if so directed by resolution of the Executive Board or upon the written request to the Clerk, by Owners entitled to cast at least seventy-five percent (75%) of the votes in the Association. The notice of any Special Meeting shall state the time, the place and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or written request; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.8 herein, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or written request.

Within sixty (60) days after the date of which all members of the Executive Board must resign pursuant to the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board shall resign, and the Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning. The initial three (30 Board members shall be elected as follows: (1) the candidate receiving the highest number of votes shall be elected to a term of three (3) years, (ii) the second highest to a term of two (2) years and the (iii) lowest for a term of one (1) year. Thereafter, successor members shall be elected to a term of one (1) year.

(c) Notice. Notices of meetings of the Association shall be given to Unit owners who are eligible to vote and delivered either (i) by hand; by prepaid US mail to the mailing address designated in writing by the Owner to the Managing Agent or the Executive Board; or (iii) by verifiable electronic mail to an address designated in writing for such purpose by the Owner to the Managing Agent or the Executive Board. If a notice sent to Unit owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of eligible mortgage holders pursuant to the Declaration, a copy of such notice will also be sent to all eligible mortgage holders. All such notices shall be delivered to all Unit owners (and eligible mortgage holders, if applicable) not less than TEN (10) nor more than FORTY (40) days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The Clerk shall cause all such notices to be delivered as aforesaid. Before or after any Association meeting, any Unit owner may waive notice of a meeting in writing. A Unit owner's attendance at any Association meeting shall constitute his, her, or its waiver of notice of such meeting.

(d) Quorum. Except as otherwise set forth below, the presence in person or by proxy of Owners to which at least fifty percent (50%) of the total votes in the Association are allocated at the commencement of a meeting shall constitute a quorum at the meeting of the Association. If a quorum is not present, the remaining Unit owner entitled to cast a vote may adjourn the meeting to a time not less than two (2) nor more than thirty (30) days after the time for which the original meeting was called. If such adjournment is for twenty (20) days or more, notice of the adjourned meeting shall be given as

provided in Section 2.2(c) herein. If, however, such adjournment is for less than twenty (20) days and the time and place of the second meeting are announced at the meeting being adjourned, then notice need not be given.

(e) Voting.

(i) Each Unit shall vote in accordance with Exhibit B attached to the Declaration, and each Owner shall be entitled to cast the vote allocated to the Unit as set forth in the Declaration. When the ownership of the Unit is more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit and present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with the majority in interest of the Owners pursuant to Section 1603-110 of the Condominium Act. There shall be deemed to be majority agreement if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting, by any of the other Owners of the Unit. Subject to the requirement of the Condominium Act, wherever the approval or disapproval is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association.

(ii) Except with respect to the election of members of the Executive Board and except where a greater number is required by the Condominium Act, the Declaration or by these Bylaws, the approval of the Owners which more than fifty percent (50%) of the aggregate votes in the Condominium are allocated voting in person or by proxy at one time at a duly convened meeting at which a quorum is present (50% of quorum) is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Owner shall be entitled to cast for each vacancy to be filled at each election the number of votes allocated to the Unit or Units owned by such Owner. Those candidates receiving the greatest number of votes cast in such elections shall be elected. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units owned by the Association may be cast. There shall be no cumulative or class voting or splitting of the votes.

(iii) Notwithstanding anything to the contrary herein, during the period of Declarant control pursuant to the Declaration, the Annual Meetings and Special Meetings of the Members shall be held only for the purpose of ratifying the budget, adopting amendments to the Declaration and Bylaws and such other actions that may be allowed by the Declaration, the Act or that may be expressly allowed by these Bylaws, bus no such actions of the Members may I any way limit the authority of the Declarant to fully exercise the authority granted under the Act, the Declaration and these Bylaws during the period of Declarant control as set forth in the Declaration and Section 1603-103 of the Act.

(f) Proxies. A vote may be cast in person or by proxy. If a Unit has multiple owners, each owner may vote through a duly executed proxy. Such proxy may be granted by a Unit owner in favor of another Unit owner, the holder of a mortgage on a Unit, the Declarant, or any other person chosen by the Unit owner. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Clerk before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated.

(g) Actions of Association without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if the Units shall individually or collectively unanimously consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Association.

(h) Conduct of Meetings. The President (or in his absence, the senior officer of the Association present) shall preside over all meetings of the Association, and the Clerk shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting.

Section 2.3 Copies of Condominium Documents. The Association shall have current copies of the Declaration, these Bylaws and any other rules concerning the Property as well as its own books, records and financial statements available for inspection by Unit owners or by holders, insurers and guarantors of first mortgages secured by Units. These condominium documents shall be available during normal business hours. The Association may charge a fee for providing copies of the Condominium Documents.

ARTICLE 3
EXECUTIVE BOARD

Section 3.1 Composition. The affairs of the Association shall be governed by the Executive Board. The initial Executive Board shall consist of three (3) persons to be appointed by the Declarant. The members so appointed may be removed and replaced by Declarant at Declarant's sole discretion. The initial term of the Executive Board Member shall be three years. At the expiration of the initial term, all Board members shall resign and the Unit Owners shall elect an Executive Board consisting of three (3) members, at least one of whom shall be Unit owners, and if the Unit owner is an entity, one, and only one, of its owners or officers so designated by such entity.

Section 3.2 Election and Term of Office.

(a) Within the sixty (60) day period immediately preceding the date by which members of the Executive Board for a Unit appointed by the Declarant must resign pursuant to the Declaration and these Bylaws, a Special Meeting of the Association shall be held at which each Unit shall separately vote as a class for the election of one (1) Executive Board member, which members shall replace the prior members appointed by the Declarant upon their mandatory resignation. All successor board members elected at said Special Meeting shall take office upon the resignations of the Executive Board members called for under the Declaration and these Bylaws and shall serve until the Annual Meeting next following their election.

(b) At the Annual Meeting of the Association, subject to the Declaration, the election of members of the Executive Board shall be held. Except as noted above, the term of office of any Executive Board member shall be fixed at one (1) year. Except as noted above, each member of the Executive Board shall hold office until the earlier to occur of:

(i) the election of his successor;

(ii) his health has a significantly negative impact on his ability to discharge his duties;

(iii) adjudication of his incompetency;

(iv) his removal;

(v) or his resignation.

An Executive Board member may serve an unlimited number of terms and may

succeed himself.

(c) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(i) Any Unit owner entitled to vote as a member of the class for that Executive Board member may submit to the Clerk at least five (5) days before the meeting at which the election is to be held, the nomination of a person along with a statement that the owner nominated is willing to serve on the Executive Board;

(ii) The Declarant may submit to the Clerk at least five (5) days before the meeting at which the election is to be held, the nomination of a person along with a statement that the person Declarant's representative nominated is willing to serve on the Executive Board; and

(iii) Nominations may be submitted from the floor at a meeting at which the election is held for each vacancy on the Executive Board for which no more than one (1) candidate has been nominated by the Unit owner entitled to vote as a class for that member of the Executive Board.

Section 3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

(a) Time and Location. The Executive Board shall hold an annual meeting within ten (10) days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 herein, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Executive Board. The Executive Board shall hold meetings at the call of the President or upon written request to the President made by a member of the Executive Board for a date occurring not less than three (3) and no more than twenty (20) days after receipt of such request.

In any event, the Executive Board shall meet at least one time each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board shall waive such requirement. The Executive Board shall endeavor to meet approximately sixty (60) days prior to the beginning of the next fiscal year for the purpose of preparing a proposed budget of the Association for said fiscal year. The President shall designate the time and location of Executive Board meetings.

(b) Notice. Not less than seventy-two (72) hours prior to the time of any Executive Board meeting, unless waived as provided herein, a written notice stating the date, time and place of such meeting shall be delivered, either by hand or mail or telegram, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Before or after any Executive Board meeting, any Executive Board member may waive notice of a meeting in writing or consent in writing to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting shall constitute his waiver of notice of such meeting.

(c) Quorum of the Executive Board. At all meetings of the Executive Board the presence of at least sixty-six percent (66%) of the members shall constitute a quorum for the transaction of business, and the votes of at least sixty-six percent (66%) of the Executive Board members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum

purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Voting. Each Executive Board member shall be entitled to cast one vote. A vote of at least sixty-six percent (66%) of the members of the Executive Board present at any meeting at which a quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration, these Bylaws or the Act.

In the event of a deadlock in Executive Board or the management of the Condominium, the arbitration provisions of the Declaration shall apply.

(e) Organization. Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Unit owners who are not Executive Board members and eligible mortgage holders to the extent required under Section 1602 119(d) of the Act, shall have the right to attend Executive Board meetings. The Clerk shall give prior notice, in the manner provided herein, to all Unit owners and, as required under the Act, to eligible mortgage holders of each meeting.

(f) Conduct of Meetings. The President, or in the President's absence the senior office of the Association present, shall preside over all meetings of the Executive Board and the Clerk shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

(g) Action by Unanimous Consent Without a Meeting. Any action by the Executive Board or a Committee of the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action, setting forth the action taken, at any time before or after the intended effective date of such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

(h) Telephone Meetings. Executive Board meetings or meetings of any committee designated by the Executive Board may be held via conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner, without objection of the beginning of the meeting to the holding thereof in such a manner, shall constitute presence in person at such meeting.

Section 3.4 Resignation and Removal. Except with respect to members designated by Declarant, at any regular or Special Meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners entitled to elect the Board Member and a successor may then and there be elected by such Unit owners to fill the vacancy thus created. Any Unit owner proposing removal of an Executive Board member shall give notice thereof to the Clerk. Any member whose removal has been proposed by a Unit owner shall be given at least ten (10) days notice by the Clerk of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and also shall be deemed to have resigned upon transfer of title to his Unit. The Declarant shall have the right to remove and replace any and all members appointed by the Declarant at any time and from time to time until the required resignation date specified in the Declaration.

Section 3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such

vacancy may be filled by vote of the Unit owners entitled to vote as a class for the election of that Board Member; provided that any such interim appointee of the Executive Board shall be a Unit Owner or a representative of the Declarant. Notwithstanding the preceding sentence, the Declarant shall have the right to fill any vacancy created by the resignation, death, or adjudication of incompetency of a member who had been appointed by the Declarant and had not been elected by the Unit owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of an election for removal shall be considered notice of an election to fill each vacancy so caused. The vote of more than fifty percent (50%) of the votes of the Unit owners of the class entitled to elect the member present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

Section 3.6 Compensation. No member of the Executive Board shall receive compensation for performing his duties as a member of the Executive Board.

Section 3.7 Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members, or

(b) The contract or transaction is made in good faith and not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 3.8 Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.7 herein.

Section 3.9 Powers of the Executive Board.

(a) Enumeration. The Executive Board shall have all of the powers and duties granted by the Act, the laws governing nonprofit corporations or both, including without limitation the following powers:

(i) Adopt and amend Bylaws and Rules and Regulations;

(ii) Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from Unit owners;

(iii) Hire and terminate managers and other employees, agents, and independent contractors;

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

(v) make contracts and incur liabilities;

(vi) Regulate the use, maintenance, repair, replacement and modification of Common Elements and the exteriors of the Units provided, however, that the use of the Limited Common Elements may not be changed without the consent of those Unit owners affected;

(vii) Ensure that the Common Elements are maintained and repaired in good and reasonable fashion.

(viii) Cause additional improvements to be made as a part of the Common Elements and, if approved by the Unit Owners, the exteriors of the Units, subject to the restrictions set forth herein;

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

(x) Grant easements, leases, concessions, and licenses for public utilities servicing or benefiting the Premises through or over the Common Elements;

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

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

(xiii) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Maine Condominium Act;

(xiv) Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance, unless the Executive Board determines that the insurance is not necessary;

(xv) Exercise any other powers conferred by Declaration or Bylaws;

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

The Executive Board of the Association shall manage the Condominium and exercise such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Condominium Act. The Executive Board may employ for the Condominium a Managing Agent at a compensation established by the Executive Board.

(b) Limitation. Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or the officers of the Association any powers or duties which, by law, are

possessed by Unit owners. Unless otherwise provided herein or in the Declaration, the Executive Board shall comply with the instructions of the Unit owners as expressed in a resolution duly adopted at any Annual or Special Meeting of the Association.

Section 3.10 Enforcement of Declaration and Bylaws. Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 3.11 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Buildings, Units and Common Elements of the Condominium, the Executive Board may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 3.12 Restrictions. As an amendment to these Bylaws and subject to the Declaration, the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Units and the use of Common Elements designed to prevent unreasonable interference with the use and enjoyment of the Condominium. The following restrictions shall apply initially in addition to those expressed elsewhere in these Bylaws or in the Declaration:

(a) The units are restricted to private residential use as a dwelling, including residential activities engaged in by unit owners, members of the unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the unit owners. No unit may be used for any retail, commercial, industrial or manufacturing purpose.

(b) No unit owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other unit. Each unit and its appurtenant Limited Common Elements shall be maintained in a clean and sanitary condition by the unit Owner

(c) No unit shall be used, occupied or kept in a manner that in any way that would be deemed hazardous and/or result in an increase in the fire insurance premiums for a unit beyond the standard rates for such a dwelling, without the prior written permission of the Executive Board

(d) Each unit owner shall comply strictly with the Bylaws and with any rules and regulations adopted and amended from time to time by the Executive Board in its sole discretion and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to a unit and shall strictly comply with any requirements set forth in the Powder Ridge Association Declaration of Covenants, as amended.

Section 3.13 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services, and utilities to the Condominium as may be considered desirable, necessary or appropriate by the Executive Board for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the

individual units upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

ARTICLE 4
OFFICERS

Section 4.1 Election. At the first meeting of the Executive Board, and at every annual meeting of the Executive Board thereafter, the Executive Board members, if a quorum is present, shall elect officers of the Association for the following year from among the members of the Executive Board, such officers to serve for a one year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such officers continues to be re-elected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 4.2 Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer of the Association. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Maine, the Maine Condominium Act, the condominium documents and the actions of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. Unless restricted by the Executive Board, the President also shall have any or all of the power and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Maine.

(b) Secretary. Unless otherwise determined by the Executive Board, the Clerk shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Clerk shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit owners, as well as copies of the Declaration, the Plat and the Plans, these Bylaws and any rules and regulations, all of which shall be available at the office of the Association for inspection by Unit owners or prospective Unit owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Executive Board. The Clerk shall keep or cause to be kept the register of eligible mortgage holders. The Clerk shall also perform all duties and have such other powers as are ordinarily attributable to the clerk of a corporation domiciled in Maine.

(c) Treasurer. Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposed all such funds in such depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association

and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Act, the Declaration, the Executive Board or these Bylaws may from time to time require. Such records shall include, without limitation, listings of all receipts and expenditures on account of the Common Elements, the amount of each assessment for Common Expense and expenses assessable to individual Units, if any, and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit owners or prospective Unit owners during normal business hours. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the treasurer of a corporation domiciled in Maine.

Section 4.3 Compensation. With the exception of the Clerk, the officers of the Association shall serve without compensation for their services. Officers of the Executive Board shall be entitled to reimbursement for all reasonable expenses they incur in carrying out their duties.

Section 4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer may be removed from his office at any time by a majority vote of the Executive Board with or without cause.

Section 4.5 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board

ARTICLE 5
COMMON EXPENSES, ASSESSMENTS, BUDGETS

Section 5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration and end on December 31st of the same year.

Section 5.2 Preparation and Approval of Budget.

(a) Adoption. In the first fiscal year, as defined in Section 5.1 above, the initial annual budget shall be adopted as provided herein. Each year thereafter, at least thirty (30) days before the beginning of the next fiscal year, the Executive Board shall adopt an annual budget for the Association. All annual budgets shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, and if approved by the members or provided by the Declaration, the exterior of the Units, and the cost of wages, materials, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administration expenses; the amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements, and if approved by the members or provided in the Declaration, the exterior of the Units; and such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

(b) Available for Inspection. Each year, at least twenty (20) days before the beginning of the next fiscal year, the Executive Board shall make the proposed budget available for inspection and, upon

request, shall provide a Unit owner with a summary of the proposed budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit owner's assessments for Common Expenses of the Association.

(c) Ratification of Budget. The Executive Board shall set and notice a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) days nor more than thirty (30) days after mailing of such budget and summary. The meeting set by the Board for such ratification may coincide with the annual meeting described above. Unless at that meeting a majority of all of the Owners of all of the Units reject such budget, such budget is ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

(d) Reasonable Efforts. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.3 Assessment and Payment of Common Expenses.

(a) Common Expenses. The Executive Board shall determine the monthly assessments for Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board and ratified by the Unit owners for the fiscal year in question by the estimated number of Units in the Condominium anticipated during such fiscal year. The product from the foregoing calculation is then divided by the number twelve (12). Such assessments shall be due and payable on the first day of each month and shall be a lien against each Unit owner's Unit as provided in the Act and the Declaration. In accordance with Section 1603-115 of the Act, the Declaration, the Association may adopt an annual budget allowing for different categories or amounts of monthly assessments as applicable to the Built Units that are (i) fully constructed or otherwise benefiting from all Common Expenses and (ii) Un-Built Units that are not fully constructed or otherwise benefitting from all Common Expenses (e.g., incomplete or unoccupied units, may be assessed a lower monthly amount if such Units do not benefit from common expenses relating to trash removal, snow removal, etc.), and may assess Built and Un-Built Units based upon he reduced level of expenses that benefit such Un-Built Units.

After the end of a fiscal year, upon the request of a Unit owner or of an eligible mortgage holder, the Executive Board shall provide an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit owners in accordance with their Percentage Interest and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(b) Reserves Extraordinary expenditures not originally provided for in the annual budget that may become necessary during the fiscal year may be charged first against the working capital fund and then against any operating contingency reserve. If this fund and this reserve are deemed to be inadequate for any reason, including non-payment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners in accordance with their Percentage Interests and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(c) Service Charges. The Association shall have the express power to separately charge a Unit and the owner thereof for services rendered to that Unit. Such charges shall be a lien on the Unit with the

same status as a lien for common expense 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 the Bylaws 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 fails to perform maintenance and repair work required for his Unit or the Common Elements, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Executive Board for the use and maintenance of water, sewer and/or other utility services and equipment. At the election of the Executive Board, 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 areas may be assessed as a common expense or as a service charge at the election of the Executive Board.

Section 5.4 Further Assessments. The Executive Board shall serve notice on all Unit owners of any further assessments pursuant to Sections 5.3(a) or 5.3(c) herein, or as otherwise permitted or required by the Act, the Declaration and these Bylaws, by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective with the next monthly assessment that is due more than twenty (20) days after the delivery of such notice of further assessments. All Unit owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in Section 5.3 herein.

Section 5.5 Initial Budget. At or prior to the time the assessment of Common Expenses commences in the first fiscal year, the Executive Board or its predecessor under the Maine Nonprofit Corporation Act, shall adopt the initial annual budget, as described in this Article, for the period commencing on the date that the first Unit is sold to a third person other than the Declarant and ending on the last day of the first fiscal year as provided for in Section 5.1 herein. Assessments shall be levied and become a lien against the Unit owner's Unit during such period as is provided in Section 5.3 herein.

Section 5.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Section 5.7 Accounts: Audits. All sums collected by the Executive Board with respect to assessments against the Unit owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with generally accepted accounting practices and the same shall be reviewed at least once each year by an independent accountant retained by the Executive Board, if requested by any Unit owner or any member of the Executive Board.

Section 5.8 Limitations on Expenditures. Anything herein to the contrary notwithstanding, the Association, by a unanimous vote of the Association, may reject any capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board; however, that this Section shall not apply to the Executive Board so long as a majority of its members are appointed by the Declarant pursuant to the Declaration..

Section 5.9 Statement of Common Expenses/Resale Certificate. The Executive Board shall promptly provide any Unit owner or proposed mortgagee so requesting the same in writing with a written statement of resale certificate including a statement of all unpaid assessments for Common Expenses due from such Unit owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE 6
REPAIR OR RECONSTRUCTION

Section 6.1 Restoration of Property Out of Common Expense Fund. Damage to or destruction of any of the Association's Buildings shall be promptly repaired and restored by the Association in accordance with the provisions of the Declaration, Sections 1603-113 (e) and (h) of the Condominium Act, as the same may be amended from time to time. The Executive Board shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund. The disbursements of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expenses as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage. If any physical changes are made to any restored Unit or the Common Elements, or any combination of them, which renders inaccurate the Plat and Pans which are then of record, the Executive Board shall record amended Plat and Plans showing such changes. Notwithstanding the above, pursuant to Article 16.6 of the Declaration, the Unit Owners are responsible to carry insurance for their Unit and for the repair and restoration of their Unit.

ARTICLE 7
AMENDMENTS

Section 7.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Condominium Act, these Bylaws may not be amended during Declarant's period of control pursuant to the Declaration unless it consents to said amendment. If the Declarant consents, then the Bylaws may be amended by a vote of the Owners entitled to cast a majority of the votes in the Association, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however that if such amendment shall make any change which would have a material effect upon any rights, privileges, powers and options of the Declarant, such amendment shall required the joinder of the Declarant and further provide that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property, except as otherwise provided in the Declaration, shall be effective without the prior written approval of all eligible mortgage holders. Notwithstanding the foregoing, amendments of a material nature must be approved by Owners entitled to cast at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgage holders. A change to any of the following would be considered material:

(a) voting rights;

(b) assessments, assessment liens, or subordination of assessment liens;

(c) reserves for maintenance, repair and replacement of Common Elements;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;

(f) boundaries of any Unit;

(g) convertibility of Units into Common Elements or vice versa;

(h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to and from the Condominium;

(i) insurance or fidelity bonds;

(j) leasing of Units;

(k) restriction of a Unit owner's right to sell or transfer the owner's Unit;

(l) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium documents;

(m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Additionally, if any amendment is of a non-material nature or, in the judgment of the Executive Board, is necessary to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision herein, or with the Act or the Declaration, the approval of an eligible mortgage holder may be assumed when such a mortgage holder fails to submit a written response to any written proposal for an amendment within thirty (30) days after the proposal is made, and the Executive Board, acting through the President, may effect an appropriate amendment without the approval of the Unit owners.

Section 7.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Clerk is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

ARTICLE 8
EXECUTION OF DOCUMENTS

Section 8.1 Execution of Documents. Unless the Executive Board shall otherwise generally or in any specific instance provide: (a) any bill, note, check, or negotiable instrument may be executed or endorsed in the name and on the behalf of the Association by the President or Treasurer, acting singly, and (b) any other instruments, documents, deeds, bills of sale or other writings of whatever nature shall be executed in the name and on behalf of the Association by the President or Treasurer, acting singly, and either officer may seal, acknowledge and deliver the same.

ARTICLE 9
GENERAL PROVISIONS

Section 9.1 Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision herein or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the condominium project which the Declaration (including the Plat and the Plans and these Bylaws) is intended to create.

Section 9.2 Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provision of these Bylaws. The Act, the Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of any rules and regulations.

Section 9.3 Notice. All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when deposited in the Unit owner's (or if applicable, the eligible mortgage holder's) mailbox, if personally delivered. Alternatively, such notice shall be deemed given on the second business day after mailing, if mailed by first class mail, postage prepaid (or as the Act may otherwise permit),

(a) if to a Unit owner, at the mailing address of the Unit of such Unit owner, or

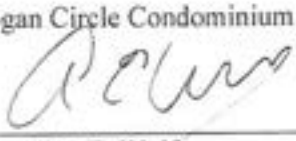
(b) if the Association or the Executive Board, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Unit owners pursuant to this Section. If a Unit is owned by more than one person, delivery of notice to one of said persons pursuant to this Section shall constitute notice to all such owners.

Section 9.4 Headings. The headings preceding the various Sections of these Bylaws and the Table of Contents are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 9.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Effective Date: September 19, 2025

Hogan Circle Condominium Association



By: Alan E. Wolf
Its President

EXHIBIT D

Rules and Regulations

(see attached)

Hogan Circle Condominium Association

Westbrook, Maine

Rules & Regulations

Adopted: April 1, 2026

General Rules and Structure

Purpose of These Rules

The purpose of these Rules and Regulations is to promote a safe, attractive, and harmonious community at **Hogan Circle Condominium Association**. These rules help protect property values, ensure peaceful living, and clarify community policies.

All Unit Owners, residents, tenants, and guests are required to follow these Rules and Regulations in addition to the Condominium **Declaration and any future By-Laws**.

The **Board of Directors** is responsible for interpreting and enforcing these rules.

Organizational Structure

Hogan Circle Condominium Association is governed by a **Board of Directors elected by the Unit Owners**.

The Board is responsible for managing the maintenance and administrative activities of the Association and may hire a **professional property management company** if deemed appropriate.

Meetings

Meetings of the Board of Directors will be held periodically to conduct Association business.

Meetings of Unit Owners will be held at least annually. Notice of meetings will be provided to all Unit Owners in advance.

Questions, Suggestions, or Complaints

Questions, suggestions, or complaints regarding the community or violations of these rules should be submitted in writing to the **Board of Directors or Property Manager**.

The Board will review and address issues as appropriate.

When Board Approval Is Required

Certain actions require **prior written approval from the Board of Directors**, including but not limited to:

- Exterior lighting changes
- Deck or walkway modifications
- Structural alterations
- Any work requiring a **City of Westbrook permit**
- Any change that affects the exterior appearance of a unit

Unit Owners must submit an **Alteration Request Form** before beginning any such work.

Any work performed without required approval may be required to be **removed at the owner's expense**.

General Rules

1. Common Areas

Common areas are for the shared use of all residents.

Unit Owners and residents must keep common areas free of debris, rubbish, and personal property.

No structures, tents, equipment, or other items may be placed in common areas without Board approval.

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2. Exterior of Buildings

No equipment, fixtures, or attachments may be installed on the exterior of buildings without prior written approval from the Board. Room air conditioners cannot be placed in windows that face the street

---

3. Additions to Structures

The footprint of any building may not be expanded or altered.

No additional structures may be constructed on the property including:

- Sheds
- Fences
- Detached structures

Exterior decks may be **renovated or enclosed as sunrooms** at the Unit Owner's expense only after receiving **prior written approval from the Board of Directors**.

Any such renovation must:

- Be consistent with the architectural design of the community
- Receive all required **permits and approvals from the City of Westbrook**
- Be constructed in accordance with applicable building codes and regulations

The Unit Owner must submit an **Alteration Request Form** including design plans, materials, contractor information, and copies of all required permits prior to beginning work.

All costs associated with the construction, permitting, installation, maintenance, repair, replacement, insurance, and removal of the sunroom shall be the **sole responsibility of the Unit Owner**.

The Association shall **not be responsible for any structural, maintenance, insurance, or liability issues related to sunroom enclosures**, including but not limited to damage to the building, roofline, siding, foundation, or common elements.

Responsibility for the sunroom and any associated structures shall **transfer automatically to any future owner of the Unit**, and all subsequent owners will assume full responsibility for its maintenance, repair, replacement, and compliance with Association rules.

The Board reserves the right to review and approve the proposed **design, materials, contractor information, and construction plans** before any work begins.

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4. Maintenance and Repair of Units

Each Unit Owner is responsible for the maintenance and repair of their unit, including:

- Windows and doors
- Garage doors
- Heating and cooling systems
- Smoke and carbon monoxide detectors
- Interior plumbing and electrical systems

Owners must immediately report the following to the Board:

- Fire or smoke damage
- Water leaks or flooding
- Mold that cannot be removed with household cleaner
- Frozen pipes or heating system failure

Unit owners are responsible for maintaining adequate heat in their units during winter months.

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5. Extended Absence

If a Unit Owner is absent from their unit for **two weeks or more**, the unit must be inspected periodically to ensure that heating systems and plumbing remain operational and that no damage has occurred.

---

6. Renovations and Interior Improvements

Any renovation requiring a building permit from the **City of Westbrook** must receive prior approval from the Board using the **Alteration Request Form**.

The Board may require inspections upon completion of major projects.

7. Residential Use

Units may be used **for residential purposes only**.

Home offices are permitted provided they do not generate traffic, noise, or disturbances within the community.

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8. Moving Procedures

Prior to occupancy, owners or tenants must provide:

- Owner/Tenant contact information
- A copy of any lease agreement

All tenants must agree in writing to comply with the Condominium Documents and Rules.

Minimum lease term: **6 months**

Short-term rentals such as **Airbnb or VRBO are prohibited**.

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9. Noise

Residents should keep noise to a reasonable level at all times.

Quiet hours are generally between:

10:00 PM and 8:00 AM

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10. Offensive Activity

No activity may be conducted that becomes a nuisance or interferes with another resident's peaceful enjoyment of their home.

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11. Landscaping

The Association provides **lawn mowing and general landscaping maintenance**.

Unit Owners may:

- Maintain potted plants on decks or near entrances
- Plant small gardens that do not interfere with the Association landscaping plan
- Maintain container vegetable gardens

All such plantings must be maintained by the Unit Owner and may not interfere with landscaping maintenance.

The Board reserves the right to require removal of plantings that interfere with maintenance or damage common elements. A landscape company will be scheduled and hired by the Board.

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12. Decks

Decks must be kept clean and in good condition.

Decks are intended for **seasonal furniture and reasonable use**, not for storage.

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13. Exterior Lighting

Exterior lighting attached to units is the responsibility of the Unit Owner.

Changes to exterior lighting require Board approval.

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14. Parking

Each unit includes a **garage and driveway space located directly in front of the garage bay(s).**

Residents must park in their garages or driveways whenever possible.

Visitor Parking

There are **three visitor parking spaces located along Lopez Drive** available on a **first-come, first-served basis**.

Visitor parking is limited to **two consecutive days**.

Street Parking

Street parking is permitted **during daytime hours only**.
Overnight street parking is not permitted.

Prohibited Vehicles

The following vehicles may not be parked on the property:

- Boats
- Trailers
- Campers
- Recreational vehicles

Commercial vehicles are permitted **only while actively servicing a unit**.

Temporary Storage Pods or Dumpsters

Temporary storage pods or dumpsters require **prior Board approval**.

They must be removed within **7 days** unless an extension is granted by the Board.

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15. Vehicle Repair

Vehicle repair or maintenance is not permitted within garages, driveways, or elsewhere on Association property.

Vehicles leaking fluids must be promptly repaired.

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16. Speed Limit

The speed limit on Hogan Circle is **15 mph**.

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17. Pets

Each unit may have **up to two household pets**.

Allowed pets include dogs and cats.

The following breeds (or mixes of them) are not permitted:

- Pit Bull
- Rottweiler
- Doberman Pinscher
- Akita
- Chow
- Wolf Hybrid

Pet owners must:

- Keep pets under control at all times
- Clean up pet waste immediately
- Prevent excessive noise or nuisance behavior

Pets must be **leashed when outside the unit.**

Exotic animals and livestock are not permitted.

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18. Fire Safety

Open Flames

Fire pits and outdoor fireplaces are not permitted without Board approval.

Grills

Electric and gas grills may be used on patios or decks but must be used safely and in accordance with local fire regulations.

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19. Generators

Portable emergency generators may be used only during power outages and must be operated safely and in accordance with manufacturer guidelines.

Generators may not be used inside buildings and must not create excessive noise.

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20. Mail Kiosk

Residents should keep the mail kiosk area clear and report any issues with mailbox access to the Board.

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21. Trash and Recycling

Each unit will have individual trash containers. A trash and recycling company will be selected by the Board. The vendor will establish a pick up schedule

Rules include:

- Trash may not be stored outside except on designated collection day.
- Containers must be returned to the unit within **24 hours of pickup**.
- Residents must follow the trash and recycling schedule established by the Association.

---

22. Winter Snow Removal

Hogan Circle is a **private road** maintained by the Association.

A snow removal company will be selected by the Board and the vendor will issue protocols that may be in addition to the following:

During snow removal operations:

Residents must move vehicles when plowing is occurring so that snow removal equipment can clear the roadways and parking areas.

Residents are encouraged to cooperate fully with snow removal crews to ensure safe access for all residents and emergency vehicles.

23. Holiday Decorations

Seasonal decorations may be placed on doors or decks.

Decorations must not be placed in common areas.

Holiday decorations should be removed by **February 1**.

---

24. Signs and Flags

No business, political, or advertising signs may be placed on the property or attached to buildings.

The **United States flag** and seasonal decorative flags are permitted.

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25. Feeding Wildlife

Feeding wildlife is prohibited except for birds using standard bird feeders placed away from buildings.

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26. Drones

Drone use for real estate marketing or inspections is permitted with advance notice to the Board.

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27. Storage

Personal property must be stored within the unit or garage.

Outdoor storage is not permitted except for normal deck furniture or grills.

28. HOA Fees

Unit Owners are required to **pay the HOA fee by the first of each month**.

HOA fees are essential for maintaining the property and funding Association operations.

Late payments are subject to the Association's **warnings and fines schedule**.

Accounts that remain unpaid may be referred to a **collection agency**, and the owner will be responsible for all associated collection costs.

29. Compliance

The Board of Directors is responsible for enforcing these Rules and Regulations.

All compliance issues are the responsibility of the **Unit Owner**, even if caused by tenants, guests, or family members.

Warning and Fine Structure

Incident	Action
First	Verbal Warning
Second	Written Warning
Third	$50 Fine
Fourth	$100 Fine

Subsequen t	$150 per incident

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30. Safety Violations (Speeding / Parking)

Incident	Action
First	Verbal Warning
Second	Written Warning
Third	$100 Fine

Alteration Request Form

Unit Number: _____

Owner Name: _____

Phone: _____

Email: _____

Type of Renovation
- ☐ Exterior
- ☐ Interior

Description of Proposed Work:

_____

_____

Contractor Name: _____

Insurance Certificate Attached: □ Yes □ No

Permits Required:
□ Building
□ Electrical
□ Plumbing

Board Approval:

Approved By: _____

Date: _____

Owner / Tenant Information Form

Owner Name: _____

Unit Number: _____

Phone: _____

Email: _____

Tenant Name (if applicable): _____

Emergency Contact: _____

Emergency Phone: _____

Owner / Tenant Acknowledgment

I acknowledge that I have received and reviewed the **Hogan Circle Condominium Association Rules & Regulations** and agree to comply with them.

Name: _____

Unit Number: _____

EXHIBIT E

Initial Budget

(see attached)

Hogan Circle Condo Association annual budget 2026

HOGAN CIRCLE CONDOS: 4 UNITS

$ 5000.00			Landscaping/snow removal budget	DoneRight Lawncare
$ 3600.00			water and sewer @ $75 per month per unit	
$ 277.78			Liability Ins/ D&O	Clark
$ 444.44			CMP area lights /pump grinder station	area lighting approx $7
$ 388.89			tax return prep and filing	
$ 27.78			legal-annual registration	
$ 3666.67			trash pickup (dump guy $16.50 per unit per week x 36 units x 52 weeks)	
$ 3888.89			Association Insurance policy estimate (Clark)	
$ 1800.00			building reserve	
$ 388.89			sewer pump grinder station maintenance/reserve	
$ 277.78			Stormwater monitoring/ reporting contract	
$ 19,761.12			total	
	$ 4,940.28		cost per unit per year	
		$ 411.69	cost per unit per month	
		$ 0	cost per month Road Assoc - Lopez	
		$ 411.69	Condo Assoc estimated monthly total	

EXHIBIT F

Encumbrances

HOGAN CIRCLE WESTBROOK, MAINE

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

(b) Terms and conditions of Notice of Intent to Install Subsurface Wastewater Disposal System dated May 28, 1997, and recorded at said Registry of Deeds in Book 13128, Page 269.

(c) Rights and easements granted to Central Maine Power Company as set forth in the following instruments: dated January 31, 1973, and recorded at said Registry of Deeds in Book 3357, Page 198; dated March 6, 2025 and recorded in Book 41326, Page 326; and dated July 8, 2025 and recorded in Book 41592, Page 320.

(d) Underground Line Easements from WORG, LLC to Central Maine Power Company and Northern New England Telephone Operations LLC dated February 13, 2023, and recorded in Book 40000, Pages 247 & 248.

(e) Drainage Easement given by WORG LLC to the City of Westbrook dated September 24, 2024 and recorded in the Cumberland County Registry of Deeds in Book 41023, Page 44.

(f) Such water, sewer, and utility lines currently existing, located, or to be located within the Rivermeadows Residential Development boundaries.

(g) The premises are conveyed subject to, and together with: (A) any and all easements, restrictions, encumbrances, rights and privileges as are indicated on the Plan; and (B) membership in the respective condominium association, known as Hogans Circle Condominium Association, and

The project includes 25.8 acres of developed area, of which 15.1 acres will be impervious area. The applicant is proposing to donate and convey within 13 months of acquisition of the property, approximately 43.6 acres of land which includes all the land along the Presumpscot River frontage and a narrow strip along the northern property line to the Presumpscot Regional Land Trust for a connection to the Sebago to the Sea Trail. This lot is subject to Site Law unless appropriately conveyed with a conservation easement to meet the qualifications of 38 M.R.S. § 482.5.F(1).

The proposed project is shown on a set of plans the first of which is titled "Rivermeadows Residential Development, Westbrook, Maine for WORG, LLC, P.O. Box 1123, Portland, ME 04104," prepared by Gorrill Palmer, and dated December 16, 2021, with a last revision date of March 29, 2022. The project site is located on the west side of Lincoln Street and north side of Mayberry Street in the City of Westbrook.

The applicant is also seeking approval under the Natural Resources Protection Act (NRPA) to alter freshwater wetlands. Wetland impacts are discussed further in Finding 16.

The proposed project will cross a stream twice with roads; clearing and regrading activities will occur within 75 feet of the stream and wetland containing emergent vegetation; and the proposed wet pond will have an outfall within 75 feet of an emergent wetland. The applicant submitted a Permit by Rule notification form (PBR #74000) pursuant to Chapter 305, *Natural Resources Protection Act Permit by Rule*, §§ 2, 7, and 10 (06-096 Chap. 305, last amended June 8, 2012) for activities adjacent to protected natural resources, outfall pipes and the stream crossings. The Department accepted PBR #74000 on January 4, 2022.

B. Current Use of Site: The site of the proposed project was partially developed with a 40-acre, nine-hole golf course that opened in 1958 and has not been in operation since 2016. The developed portions of the course, fairways and gravel cart paths have not been maintained and are reverting to vegetation. The site has several buildings, including the former club house and garages, some of which will be removed during later phases of the project.

The parcel has frontage along the Presumpscot River that is a combination of forested and mixed wetlands, and there is an existing footpath along the river. There is a stream that has been altered by the previous owners that flows through the old golf course area and then through the wetlands adjacent to the river before discharging to the river. There was a forested wetland on the north end of the site that was cut circa 2008; this area appears to have been used as a driving range until it was no longer maintained.

2. FINANCIAL CAPACITY:

The project is intended to be constructed in phases, as described in Finding 1. The applicant intends to construct the infrastructure for Phase 1 including the road, the

driveways, the utilities, the wet pond, and the underdrain filters. The Westbrook Development Corporation, an organization that develops affordable housing in Westbrook, will be responsible for the construction on the portion of the parcel designated for development of Condominium Unit #1A and the associated access road and parking lot. This portion of the proposed project will be known as the Stacy M. Symbol Apartments. Westbrook Development Corporation will be responsible for continued maintenance on this lot.

The cost of the infrastructure for the portion of Phase 1 that the applicant will construct is estimated to be $2,133,000. The applicant submitted a letter from Norway Savings Bank, dated November 29, 2021. The letter states that, while not strictly an intent to fund this portion of Phase I, the Bank believes the applicant is financially capable of completing the project. Prior to the start of construction of Phase 1 and also prior to each subsequent phase of the project, the applicant must submit a cost estimate for each phase plus evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Bureau of Land Resources (BLR) for review and approval.

The preliminary cost estimate for the Stacy M. Symbol Apartments project is $19 million. The applicant submitted a letter on behalf of Westbrook Development Corporation from Gorham Savings Bank dated September 21, 2021, that states that Westbrook Development Corporation has the cash resources, financial capacity, and track record to successfully complete the project. Prior to start of construction of Condominium Unit #1A, the applicant or Westbrook Development Corporation must submit a transfer application that includes a final cost estimate and evidence that the transferee has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the BLR for review and approval.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that, prior to the start of construction of Phase 1 and for each subsequent phase, the applicant submits evidence of financial capacity for the estimated cost of that phase of the project to the Department with a condition compliance application for review and approval, and provided that prior to the construction of Condominium Unit #1A, the applicant or Westbrook Development Corporation submits a transfer application that includes a final cost estimate and evidence of financial capacity of the transferee for review and approval.

3. TECHNICAL ABILITY:

The applicant provided information for the types of projects that key persons involved with the proposed project have developed in past. The applicant also retained the services of Gorrill Palmer to provide civil engineering design, Titcomb Associates to provide professional surveying services, Albert Frick Associates to provide soil surveys

and soil testing for the stormwater system, and Flycatcher, LLC to provide wetland delineations services.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

Noise from the routine operation of a residential development is exempt from regulation per Department Rules, Chapter 375, § 10 (C)(5)(e).

The applicant proposes to construct the project between 7:00 a.m. and 7:00 p.m., or during daylight hours, whichever is longer. Noise from the construction of developments between the hours of 7:00 a.m. to 7:00 p.m. or during daylight hours, whichever is longer, is not regulated pursuant to 38 M.R.S. § 484 (3) (A).

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

To the north of the project is a residential condominium project called Presumpscot Estates. To the east of the project on the north end are single family homes with frontage on Bell Street and Emery Street. Lincoln Street is on the south half of the east side of the property; across Lincoln Street are residential condominiums and single-family homes. South of the applicant's property is a city-owned lot with open space, an ice rink, a parking area, and canoe access to the river. On the west side of the applicant's property is the Presumpscot River and across the river is single-family residential development.

The view of the project from the north will be shielded by a 75-foot wide mostly forested buffer that will be conveyed to the Presumpscot Land Trust. Views of the project from the northern end of the east side will be shielded by retaining the existing trees in an area that varies in width from 25 to 75 feet. The project includes planting of trees along the street for the portion of the project along the Lincoln Street Frontage. The southernmost 400 feet of the applicant's parcel, which was previously maintained as part of the golf course, will be conveyed to the Presumpscot Regional Land Trust and will remain unchanged. The view from the west along the river will not change because the 400- to 600-foot-wide area along the river is not proposed to be developed but instead is proposed to be conveyed to Presumpscot Regional Land Trust.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments in a letter dated March 24, 2021, MDIFW stated that it has not mapped any Essential Habitats that would be directly affected by the project. In its review of the proposed project, MDIFW stated that of the eight species of bats that occur in Maine, three species of bats are protected under the Maine Endangered Species Act and are afforded special protection under 12 M.R.S. §§ 12801-12810, and that the five remaining bat species are listed as Special Concern. MDIFW noted a comprehensive statewide inventory for bats has not been completed, but based on historical evidence, it is likely that several species occur within the project area during migration and/or the breeding season. However, MDIFW further commented that it does not anticipate significant impacts to any of the bat species as a result of this project.

Flycatcher, LLC conducted a formal vernal pool survey which identified three vernal pools. Flycatcher, LLC found that none of the vernal pools met the definition of a Significant Vernal Pool. Maine State Vernal Pool Assessment Forms were completed and sent to MDIFW which concluded that the three vernal pools did not meet the criteria for Significant Vernal Pools.

MDIFW recommended 100-foot wide undisturbed vegetated buffers be maintained along the streams. Maintaining and enhancing riparian buffers along stream is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. The project provides a 75-foot wide vegetated buffer with the exception of two stream crossings, maintenance of existing golf cart paths and one new walking path. The areas within the 75-foot stream buffers that were developed as part of the golf course will be allowed to regrow back to a forested condition with no future cutting of the vegetation, including mowing, which is anticipated to improve the ability of the riparian area to provide shading and filter runoff compared to the existing conditions. Protection of stream buffers is discussed further in Finding 8.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission (MHPC) reviewed the proposed project and stated that the project site is located on landscape that, in part, meets its predictive model for likely presence of prehistoric archaeological sites because of proximity to the Presumpscot River, and stated that a Phase 1 prehistoric archaeological survey is necessary for the area within 100 yards of the river. The applicant informed MHPC that the area within 100 yards of the river is not proposed to be developed; therefore, MHPC did not require the Phase 1 prehistoric archaeological survey. MHPC concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act.

The Maine Natural Areas Program provided a letter dated March 8, 2021 that states that its database does not contain any records documenting the existence of rare or unique botanical features on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The stream that flows through the site will be provided with a 75-foot-wide buffer with the exception of two road crossings, existing golf cart paths that will be maintained as walking trails, and one new walking trail on the north side of the Stacy M. Symbol Apartments section of the project. Some areas of the proposed stream buffer are currently meadow because they were part of the golf course and have not been mowed for several years. All of the area within 75 feet of the stream will be allowed to regrow to a natural vegetated buffer with trees and bushes. No further mowing of field areas, including on proposed Lot 9 and condominium Unit #6 in Phase 6, is proposed in order to protect the buffer and enhance the quality of the stream. Planting of native trees and shrubs is allowed within the buffer to enhance the buffer but the plantings and the buffer will not be allowed to be maintained as a garden area or landscaped area.

Prior to the start of construction, the location of the stream buffer must be permanently marked on the ground with signs. The signs must state that the area is a stream buffer and that no cutting of vegetation is allowed, including mowing. The signs must be installed so that they are readily visible and 50 to 75 feet apart or closer if necessary, to better define the stream buffer. The deed for each lot that contains any portion of the designated buffer must contain deed restrictions relative to the buffer and have attached to it a plot plan for the lot, drawn to scale, that specifies the location of the 75-foot wide stream buffer on the lot. The applicant must execute and record all required deed restrictions, including the appropriate buffer deed restrictions, prior to the start of construction on the lot. The applicant must submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.

The applicant is proposing to donate and convey the property approximately 43.6 acres of land along the Presumpscot River frontage to the Presumpscot Regional Land Trust as described in Finding 1; therefore, no buffer is proposed along the river.

The Department finds that the applicant has made adequate provision for buffer strips provided that the stream buffer is marked and deed restrictions for the stream buffer are executed and submitted as described above.

9. SOILS:

The applicant submitted a Class B High Intensity Soil Survey for the proposed developed area based on the soils found at the project site. This report was prepared by a certified soils scientist at Albert Frick Associates and reviewed by staff from the BLR. The soils found on the site consist of Adams, Croghan, Eldridge, Naumburg, Nicholville, Roundabout and made land.

The applicant also submitted a Geotechnical Report prepared by a professional engineer at Summit Geoengineering Services for the Stacy M. Symbol Apartments. The geotechnical soil explorations found topsoil over fill material. Below the fill material are marine regressive soils (silty clay over gray clayey fine sand), over glacial till (silty sand layer interlayered with silty sand). Summit's geotechnical report made a number of recommendations including preloading the building area three to four months to consolidate the underlying soft soils so the differential settlement will be tolerable and installing underdrains. The applicant proposes to incorporate Summit's recommendations into the design and construction of the building.

No blasting is anticipated at this site. The application states that geotechnical investigations would be conducted for all three-story, multi-family structures in Phases 2 through 7 to verify that spread footings are adequate to support the proposed building loads and to determine whether preloads will be necessary to address building settlement issues. Prior to the start of construction of Phases 2 through 7, the applicant must submit a geotechnical assessment of the soils for any three-story or taller multi-family buildings to the BLR for review and approval with a condition compliance application.

The Department finds that, based on these reports and the BLR's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices provided that, prior to the start of construction of Phases 2 through 7, the applicant submits a geotechnical assessment of the soils for any of the three-story or taller multi-family buildings to the BLR for review and approval.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 27.1 acres of developed area, of which 15.1 acres are impervious area. It lies within the watershed of the Presumpscot River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in the Department's *Stormwater Management* rules (06-096 C.M.R. Chap. 500, effective August 12, 2015). The proposed stormwater management system consists of a wet pond, two underdrained soil filters, two bioretention cells, a subsurface sand filter and roof dripline filters.

Phase 1 will have 525,476 square feet of developed area that includes 249,408 square feet of impervious area. Phase 2 will have 144,913 square feet of developed area that includes 77,425 square feet of impervious area. Phase 3 will have 159,396 square feet of developed area that includes 89,680 square feet of impervious area. Phase 4 will have

121,304 square feet of developed area that includes 83,643 square feet of impervious area. Phase 5 will have 38,775 square feet of developed area that includes 30,925 square feet of impervious area. Phase 6 will have 131,195 square feet of developed area that includes 85,501 square feet of impervious area. Phase 7 will have 49,872 square feet of developed area that includes 34,471 square feet of impervious area. Any revisions to the approved plans will require a modification to this Order.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Cumberland County Soil and Water Conservation District (CCSWCD).

Erosion control details will be included on the final construction plans, and the erosion control narrative will be included in the project specifications to be provided to the construction contractor. Given the size and nature of the project site, the applicant must retain the services of a third party inspector in accordance with the Special Condition for Third Party Inspection Program, which is attached to this Order. Prior the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. This meeting must be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third-party inspector.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by and revised in response to the comments of the CCSWCD.

The applicant will be responsible for the maintenance of the stormwater management system. If the applicant proposes to transfer the responsibility for maintenance of any portions of the stormwater management system to an owners' association, then the applicant is required to submit the declaration of covenants and restrictions for the proposed owners' association to the BLR for review and approval with a condition compliance application prior to transferring the responsibility for the maintenance of any portion of the stormwater management system. The applicant may not transfer responsibility for maintenance of the road and for the portion of the stormwater management system that is located in the road right-of-way to the City of Westbrook, until a letter has been submitted from the city to the BLR documenting the city's agreement to maintain both in accordance with the terms of this Order.

Grit, sediment, and other materials removed from stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on CCSWCD's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B) provided the applicant retains the services of a third-party inspector and conducts a pre-construction meeting, as described above; and provided that grit, sediment, and other materials removed from stormwater structures is disposed of in compliance with the Maine Solid Waste Management Rules.

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential thermal impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will treat runoff 96.9% of the impervious area and 92.6% of the developed area.

The stormwater management system proposed by the applicant was reviewed by and revised in response to comments from the CCSWCD. After a final review, the CCSWCD commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500, § 4(C), and recommended that the applicant's design engineer or another qualified professional oversees the construction of the wet pond, two underdrained soil filters, two bioretention cells, subsurface sand filter and roof dripline filters to ensure that they are installed in accordance with the details and notes specified on the approved plans. The CCSWCD also recommended that within 30 days from completion of the entire system, or if the project takes more than one year to complete, at least once per year, the applicant must submit a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review.

Based on the stormwater system's design and CCSWCD's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500, § 4(C) provided that the applicant's design engineer or another qualified professional oversees the construction of the wet pond, two underdrained soil filters, two bioretention cells, subsurface sand filter and roof dripline filters to ensure that they are installed in accordance with the details and notes specified on the approved plans and reports to the BLR as described above.

C. Flooding Standard:

The applicant is not proposing a formal detention within the stormwater management system to detain stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. Instead, since the project site is located adjacent to the Presumpscot River in the lower part of the river's watershed, the applicant requested a waiver from the flooding standard pursuant to Department Rules, Chapter 500, § 4(F)(3)(a).

The applicant analyzed the Presumpscot River watershed utilizing TR-20 in Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20 from the U.S.D.A. Soil Conservation Service for the predevelopment and post development conditions. The analysis showed that the increase in peak flow from the site will not significantly increase the peak flow of the river. The stormwater from the proposed wet pond discharges into a large wetland via a level lip spreader. Stormwater from this wetland flows into the river through a channel through the upland berm that parallels the river. The applicant submitted calculations to demonstrate that the discharge of stormwater runoff from a 2-year storm increases the mean storage depth within the wetland approximately 0.04 inches above the predevelopment level. CCSWCD reviewed the proposed project and commented that the applicant's stormwater management system meets the Discharge to Wetlands Standard contained in Chapter 500 §4(I). Based on this information the Department grants the waiver from the flooding standard and further finds that the proposed project will meet the Chapter 500 standards for discharge to a freshwater wetland Chapter 500 §4(I).

The CCSWCD commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F).

Based on the system's design and CCSWCD's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, channel limits and runoff areas, and discharge to wetlands.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater. The application states that no hazardous materials, solvents, cleaners, or other chemicals will be stored or handled on-site in amounts greater than normal household quantities. If management of the project changes such that hazardous materials, solvents, cleaners, or other chemicals that have the potential to contaminate groundwater will be stored or handled on-site in amounts greater than normal household quantities then these materials and their quantities must be identified and the applicant must submit a groundwater protection plan to the BLR for review and approval.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality provided that the applicant submits a groundwater protection plan, with a list of identified hazardous materials and their quantity, to the Department for review and approval in the event that hazardous materials, solvents,

cleaners, or other chemicals that have the potential to contaminate groundwater will be stored or handled on-site in amounts greater than normal household quantities.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 57,060 gallons of water per day. Water will be supplied by the Portland Water District(PWD). The applicant submitted an email from PWD, dated November 4, 2021, indicating that it will be capable of servicing this project. Water will be supplied from an eight-inch water main in Lincoln Street and Mayberry Road. Nicklaus Drive and Lopez Court will be served by eight-inch water main extensions and Arnie's Alley will be served by a four-inch water main extension.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 57,060 gallons of wastewater per day to the City of Westbrook's wastewater treatment plant, which is owned and operated by the PWD. The proposed project includes sewer mains and a pump station that will connect all the proposed residences into the existing eight-inch sewer main in Lincoln Street.

The proposed project was reviewed by the Division of Water Quality Management (DWQM) of the Bureau of Water Quality, which stated that the wastewater treatment plant currently has capacity to treat the proposed flows. The DWQM also stated that the wastewater collection system that serves the project area has combined sewer overflow issues which are being addressed between the Department, the City, and PWD.

The wastewater flows from the proposed development may contribute to an increase in combined sewer overflows at three of the five licensed combined sewer overflow locations in Westbrook. In order to meet the Department's rules for combined sewer overflow abatement, the City of Westbrook will be required by the DWQM to remove an equivalent volume of excess water from the sewer collection system on the northern side of the Presumpscot River over the next seven years to offset the proposed project's additional wastewater flows, prevent backsliding on the current level of combined sewer overflow control, and avoid extending the combined sewer abatement schedules.

The DWQM stated that the proposed project can be approved with the understanding that the City of Westbrook must expand its inflow and infiltration abatement program to offset the proposed project's wastewater flows in its next five-year combined sewer overflow master plan.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 1,116 cubic yards tons of municipal solid waste (MSW) per year. MSW from the lots located on Nicklaus Drive would be picked up curbside by the City of Westbrook and disposed of at Ecomaine. For the remaining multifamily housing units, MSW will be transported by Pine Tree Waste for disposal at Juniper Ridge Landfill in Old Town. These methods of disposal is currently in substantial compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 1,840 cubic yards of land clearing debris. The applicant proposes to chip, grind, or burn the land clearing debris at the contractor's discretion. Ash from the burning of stumps will be mixed with loam at a ratio of four parts loam to one part ash and spread on the site as part of the loaming and seeding of the site. This method of disposal is in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate approximately 3,198 cubic yards of construction and demolition debris. All construction and demolition debris will be hauled by Pine Tree Waste for disposal at Juniper Ridge Landfill in Old Town. This method of disposal is currently in substantial compliance with the Maine Solid Waste Management Rules.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The applicant submitted a copy of a portion of the applicable Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map dated January 2, 1981. Based on the FEMA map, a portion of the site adjacent to the Presumpscot River and the stream are within the 100 year flood plain of the river. Circa 2020, the Saccarappa Dam, which was approximately 0.25 miles downriver of the project parcel, was removed. The applicant submitted a study titled "Sappi, City of Westbrook Flood Hazard Development Permit Application Supplemental Documentation, Saccarappa Surrender Project Two Channel and Double Denil Fishway Design Presumpscot River, Westbrook, Maine" prepared by Acheron Engineering Services and dated February 2019. This report states that the removal of the dam will result in a drop in the elevation of the 100 flood elevation of approximately four feet as compared to elevation with the dam in place. The applicant has shown the estimated 100 year flood plain as a result of the Saccarappa Dam surrender project on the plans. No development is proposed within the estimated 100-year floodplain of the river without the Saccarappa Dam.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to fill 10,093 square feet of freshwater scrub shrub wetlands to construct grading around the buildings, access drives, and grading on Lots 18 through 21. The applicant has avoided wetland impacts by designing the overall layout of the project to avoid wetlands. The applicant has minimized wetland impacts by utilizing two horizontal to one vertical side slopes and retaining walls to limit grading impacts, and by using culverts to maintain hydrologic connectivity between segment of wetlands.

The Department finds that the applicant has avoided and minimized freshwater wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ and Section 401 of the Clean Water Act:

A. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.

B. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that prior to the start of construction of Phase 1 of the project and for each subsequent phase, the applicant submits evidence of financial capacity for the proposed phase of the project to the Department with a condition compliance application for review and approval, and that prior to the construction of Condominium Unit #1A, a transfer application that includes a final cost estimate and evidence of financial capacity of the transferee is submitted to the Department for review and approval, as described in Finding 2.

B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided that, the applicant meets the requirements of Finding 8 and the corresponding conditions below.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided that prior to the start of construction of Phases 2 through 7 the applicant submits a geotechnical assessment of the soils for any three-story or taller multi-family buildings to the BLR for review and approval with a condition compliance application.

D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that, the applicant meets the requirements of Finding 10 and the corresponding conditions below.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur provided that in the event that hazardous materials, solvents, cleaners, or other chemicals with the potential to contaminate groundwater will be stored or handled on-site in amounts greater than normal household quantities, the applicant submits a groundwater protection plan, with a list of identified hazardous materials and their quantity, to the Department for review and approval.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of WORG, LLC to construct a seven-phase mixed residential development and to alter freshwater wetlands as described herein, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by

specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.

5. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.

6. Prior to the start of construction of Phase 1 and for each subsequent phase, the applicant shall submit to the BLR for review and approval, a cost estimate for each phase and evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, construct, operate, and maintain the project.

7. Prior to the construction of Condominium Unit #1A (the Stacy M. Symbol Apartments), the applicant or Westbrook Development Corporation must submit a transfer application to the BLR that includes a final cost estimate for that portion of the project and evidence of financial capacity of the transferee for review and approval.

8. Prior to the start of construction, the location of the stream buffer shall be permanently marked on the ground with signs. The signs must state the area is a stream buffer and that no cutting of vegetation is allowed, including mowing. The signs shall be installed so that they are readily visible and 50 to 75 feet apart or closer if necessary, to better define the stream buffer. The deed for each lot that contains any portion of the designated buffer shall contain deed restrictions relative to the buffer and have attached to it a plot plan for the lot, drawn to scale, that specifies the location of the 75-foot-wide stream buffer on the lot. The applicant shall execute and record all required deed restrictions, including the appropriate buffer deed restrictions, prior to the start of construction on the lot. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.

9. Prior to the start of construction of Phases 2 through 7 the applicant shall submit a geotechnical assessment of the soils for any three-story or taller multi-family buildings to the BLR for review and approval with a condition compliance application.

10. The applicant shall retain the services of a third-party inspector in accordance with the Special Condition for Third-Party Inspection Program, which is attached to this Order.

11. Prior the start of construction, the applicant shall conduct a pre-construction meeting. This meeting shall be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third-party inspector.

12. The applicant shall dispose of grit, sediment and other materials removed from stormwater structures during maintenance in compliance with the Maine Solid Waste Management Rules.

13. The applicant shall retain the design engineer or other qualified professional to oversee the construction of the wet pond, the two underdrained soil filters, the two bioretention cells, the subsurface sand filter and the roof dripline filters according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system or if the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

14. If hazardous materials, solvents, cleaners, or other chemicals that have the potential to contaminate groundwater will be stored or handled on-site in amounts greater than normal household quantities then these materials and their quantities shall be identified, and the applicant shall submit a groundwater protection plan to the Department for review and approval.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 18 DAY OF JULY 2022.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L29676ANBN/ATS#88845, 88846

FILED
July 19th, 2022
State of Maine
Board of Environmental Protection

Department of Environmental Protection

SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

A. **Approval of Variations from Plans**. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.

B. **Compliance with All Applicable Laws**. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. **Compliance with All Terms and Conditions of Approval**. The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

D. **Advertising**. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

E. **Transfer of Development**. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.

F. **Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

G. **Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.

H. **Approval Shown to Contractors**. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

Natural Resources Protection Act (NRPA)
Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.

B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.

D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.

E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.

G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.

H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

(6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

Special Condition
for
Third Party Inspection Program

THIRD-PARTY INSPECTION PROGRAM

1.0 THE PURPOSE OF THE THIRD-PARTY INSPECTION

As a condition of this permit, the Maine Department of Environmental Protection (MDEP) requires the permit applicant to retain the services of a third-party inspector to monitor compliance with MDEP permit conditions during construction. The objectives of this condition are as follows:

1) to ensure that all construction and stabilization activities comply with the permit conditions and the MDEP-approved drawings and specifications,

2) to ensure that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations, and

3) to ensure communication between the contractor and MDEP regarding any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan.

This document establishes the inspection program and outlines the responsibilities of the permit applicant, the MDEP, and the inspector.

2.0 SELECTING THE INSPECTOR

At least 30 days prior to starting any construction activity on the site, the applicant will submit the names of at least two inspector candidates to the MDEP. Each candidate must meet the minimum qualifications listed under section 3.0. The candidates may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or agency except that the MDEP may accept subcontractors who worked for the project's primary consultant on some aspect of the project such as, but not limited to, completing wetland delineations, identifying significant wildlife habitats, or conducting geotechnical investigations, but who were not directly employed by the applicant, as Third Party inspectors on a case by case basis. The MDEP will have 15 days from receiving the names to select one of the candidates as the inspector or to reject both candidates. If the MDEP rejects both candidates, then the MDEP shall state the particular reasons for the rejections. In this case, the applicant may either dispute the rejection to the Director of the Bureau of Land Resources or start the selection process over by nominating two, new candidates.

3.0 THE INSPECTOR'S QUALIFICATIONS

Each inspector candidate nominated by the applicant shall have the following minimum qualifications:

1) a degree in an environmental science or civil engineering, or other demonstrated expertise,

2) a practical knowledge of erosion control practices and stormwater hydrology,

3) experience in management or supervision on large construction projects,

4) the ability to understand and articulate permit conditions to contractors concerning erosion control or stormwater management,

5) the ability to clearly document activities being inspected,

6) appropriate facilities and, if necessary, support staff to carry out the duties and responsibilities set forth in section 6.0 in a timely manner, and

7) no ownership or financial interest in the development other than that created by being retained as the third-party inspector.

4.0 INITIATING THE INSPECTOR'S SERVICES

The applicant will not formally and finally engage for service any inspector under this permit condition prior to MDEP approval or waiver by omission under section 2.0. No clearing, grubbing, grading, filling, stockpiling, or other construction activity will take place on the development site until the applicant retains the MDEP-approved inspector for service.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not terminate the services of the MDEP-approved inspector at any time between commencing construction and completing final site stabilization without first getting written approval to do so from the MDEP.

6.0 THE INSPECTOR'S DUTIES AND RESPONSIBILITIES

The inspector's work shall consist of the duties and responsibilities outlined below.

1) Prior to construction, the inspector will become thoroughly familiar with the terms and conditions of the state-issued site permit, natural resources protection permit, or both.

2) Prior to construction, the inspector will become thoroughly familiar with the proposed construction schedule, including the timing for installing and removing erosion controls, the timing for constructing and stabilizing any basins or ponds, and the deadlines for completing stabilization of disturbed soils.

3) Prior to construction, the inspector will become thoroughly familiar with the project plans and specifications, including those for building detention basins, those for installing the erosion control measures to be used on the site, and those for temporarily or permanently stabilizing disturbed soils in a timely manner.

4) During construction, the inspector will monitor the contractor's installation and maintenance of the erosion control measures called for in the state permit(s) and any additional measures the inspector believes are necessary to prevent sediment discharge to off-site properties or natural resources. This direction will be based on the approved erosion control plan, field conditions at the time of construction, and the natural resources potentially impacted by construction activities.

5) During construction, the inspector will monitor the contractor's construction of the stormwater system, including the construction and stabilization of ditches, culverts, detention basins, water quality treatment measures, and storm sewers.

6) During construction, the inspector will monitor the contractor's installation of any stream or wetland crossings.

7) During construction, the inspector will monitor the contractor's final stabilization of the project site.

8) During construction, the inspector will keep logs recording any rain storms at the site, the contractor's activities on the site, discussions with the contractor(s), and possible violations of the permit conditions.

9) During construction, the inspector will inspect the project site at least once a week and before and after any significant rain event. The inspector will photograph all protected natural resources both before and after construction and will photograph all areas under construction. All photographs will be identified with, at a minimum the date the photo was taken, the location and the name of the individual taking the photograph. *Note: the frequency of these inspections as contained in this condition may be varied to best address particular project needs.*

10) During construction, the inspector will prepare and submit weekly *(or other frequency)* inspection reports to the MDEP.

11) During construction, the inspector will notify the designated person at the MDEP immediately of any sediment-laden discharges to a protected natural resource or other significant issues such as the improper construction of a stormwater control structure or the use of construction plans not approved by the MDEP.

7.0 INSPECTION REPORTS

The inspector will submit weekly written reports *(or at another designated frequency)*, including photographs of areas that are under construction, on a form provided by the Department to the designated person at the MDEP. Each report will be due at the MDEP by the Friday *(or other designated day)* following the inspection week (Monday through Sunday).

The weekly report will summarize construction activities and events on the site for the previous week as outlined below.

1) The report will state the name of the development, its permit number(s), and the start and end dates for the inspection week (Monday through Sunday).

2) The report will state the date(s) and time(s) when the inspector was on the site making inspections.

3) The report will state the date(s) and approximate duration(s) of any rainfall events on the site for the week.

4) The report will identify and describe any erosion problems that resulted in sediment leaving the property or sediment being discharged into a wetland, brook, stream, river, lake, or public storm sewer system. The report will describe the contractor's actions to repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.

5) The report will list the buildings, roads, parking lots, detention basins, stream crossings or other features open to construction for the week, including those features or areas actively worked and those left unworked (dormant).

6) For each area open to construction, the report will list the date of initial soil disturbance for the area.

7) For each area open to construction, the report will note which areas were actively worked that week and which were left dormant for the week. For those areas actively worked, the report will briefly state the work performed in the area that week and the progress toward final stabilization of the area – e.g. "grubbing in progress," "grubbing complete," "rough grading in progress," "rough grading complete," "finish grading in progress," "finish grading complete," "permanent seeding completed," "area fully stable and temporary erosion controls removed," etc.

8) For each area open to construction, the report will list the erosion and sedimentation control measures installed, maintained, or removed during the week.

9) For each erosion control measure in-place, the report will note the condition of the measure and any maintenance performed to bring it to standard.

Third Party Inspection Form

This report is prepared by a Third Party Inspector to meet the requirements of the Third Party Inspector Condition attached as a Special Condition to the Department Order that was issued for the project identified below. The information in this report/form is not intended to serve as a determination of whether the project is in compliance with the Department permit or other applicable Department laws and rules. Only Department staff may make that determination.

TO: *PM, Maine DEP (@maine.gov)*	FROM:	
PROJECT NAME & LOCATION:		DEP #:
DATE OF INSPECTION:	DATE OF REPORT:	
WEATHER:	CONDITIONS:	

CONTRACTOR:	
CONTACT NAME:	PHONE NUMBER:
LANDOWNER:	PHONE NUMBER:

SITE CHARACTERISTICS:

# ACRES OPEN:	# ACRES ACTIVE:	# ACRES INACTIVE:
LOCATION OF OPEN LAND:	LOCATION OF ACTIVE LAND:	LOCATION OF INACTIVE LAND:
OPEN SINCE:	OPEN SINCE:	OPEN SINCE:

PROGRESS OF WORK:

INSPECTION OF:	**Satisfactory**	**Minor Deviation** (corrective action required)	**Unsatisfactory** (include photos)
STORMWATER CONTROL (VEGETATIVE & STRUCTURAL BMP'S)			
EROSION & SEDIMENTATION CONTROL (TEMPORARY & PERMANENT BMP'S)			
OTHER: (PERMIT CONDITIONS, ENGINEERING DESIGN, ETC.)			

COMMENTS/CORRECTIVE ACTIONS TAKEN (attach additional sheets as necessary):

Photos (must be labeled with date, photographer and location)

cc:		
Original and all copies were sent by email only.		

DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: August 2021 Contact: (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner.

Except as provided below, there are two methods available to an aggrieved person seeking to appeal a licensing decision made by the DEP Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review Organization and Powers, 38 M.R.S. §§ 341-D(4) and 346; the Maine Administrative Procedure Act, 5 M.R.S. § 11001; and the DEP's *Rule Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Not more than 30 days following the filing of a license decision by the Commissioner with the Board, an aggrieved person may appeal to the Board for review of the Commissioner's decision. The filing of an appeal with the Board, in care of the Board Clerk, is complete when the Board receives the submission by the close of business on the due date (5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board, as determined by the received time stamp on the document or electronic mail). Appeals filed after 5:00 p.m. on the 30th calendar day from which the Commissioner's decision was filed with the Board will be dismissed as untimely, absent a showing of good cause.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
ruth.a.burke@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee; and if a hearing was held on the application, (3) any intervenors in that hearing proceeding. **Please contact the DEP at 207-287-7688 with questions or for contact information regarding a specific licensing decision.**

REQUIRED APPEAL CONTENTS

A complete appeal must contain the following information at the time the appeal is submitted.

1. *Aggrieved status.* The appeal must explain how the appellant has standing to bring the appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions of law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing criteria that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license to changes in specific license conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for hearing must be filed as part of the notice of appeal, and it must include an offer of proof regarding the testimony and other evidence that would be presented at the hearing. The offer of proof must consist of a statement of the substance of the evidence, its relevance to the issues on appeal, and whether any witnesses would testify. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed supplemental evidence must be submitted with the appeal. The Board may allow new or additional evidence to be considered in an appeal only under limited circumstances. The proposed supplemental evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Requirements for supplemental evidence are set forth in Chapter 2 § 24.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made accessible by the DEP. Upon request, the DEP will make application materials available to review and photocopy during normal working hours. There may be a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing the appeal.* DEP staff will provide this information upon request and answer general questions regarding the appeal process.

3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a licensee may proceed with a project pending the outcome of an appeal, but the licensee runs the risk of the decision being reversed or modified as a result of the appeal.

What to Expect Once You File a Timely Appeal with the Board

The Board will acknowledge receipt of an appeal, and it will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials admitted by the Board as supplementary evidence, any materials admitted in response to the appeal, relevant excerpts from the DEP's administrative record for the application, and the DEP staff's recommendation, in the form of a proposed Board Order, will be provided to Board members. The appellant, the licensee, and parties of record are notified in advance of the date set for the Board's consideration of an appeal or request for a hearing. The appellant and the licensee will have an opportunity to address the Board at the Board meeting. The Board will decide whether to hold a hearing on appeal when one is requested before deciding the merits of the appeal. The Board's decision on appeal may be to affirm all or part, affirm with conditions, order a hearing to be held as expeditiously as possible, reverse all or part of the decision of the Commissioner, or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the licensee, and parties of record of its decision on appeal.

II. Judicial Appeals

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

Additional Information

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board Clerk at 207-287-2811 or the Board Executive Analyst at 207-314-1458 bill.hinkel@maine.gov, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal. The DEP provides this information sheet for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

subject to all terms, and conditions of the Bylaws and Rules and Regulations thereof, as amended; and (C) all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

(h) Declaration of Condominium dated November 16, 2023, and recorded in said Registry of Deeds in Book 40488, Page 1, as the same may be amended from time to time.

(i) Easements for the maintenance (including the right to replace and repair) of the fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

EXHIBIT G

LIMITATION OF WARRANTIES

Hogan Circle Condominium

WHEREAS, WORG, LLC, a Maine limited liability company with a principal address P.O. Box 1292, Portland, Maine 04104 ("Declarant") conveyed title to _____; and _____ (the "Seller") and _____ (the "Purchaser") have entered into a certain Purchase and Sale Agreement dated _____, for the purchase of Unit _____ (the "Unit") of Hogan Circle Condominium; WHEREAS, pursuant to Section 1602-115 of the Maine condominium Act (the "Act"), a judicial proceeding brought by the Purchaser against the Declarant for the breach of any obligation arising under Section 1604-112 of the Act, concerning express warranties of quality, or under Section 1604-113 of the Act, concerning implied warranties of quality, must be commenced by Purchaser within six (6) years after the cause of action accrues, and the Declarant and Purchaser may agree to reduce the period of limitation to not less than 2 years, provided that an agreement to reduce the period of limitation must be evidenced by a separate instrument executed by the Purchaser.

Agreement to Limitation of Warranties

NOW THEREFORE, the undersigned Purchaser hereby agrees to limit the period of limitations under Section 1604-115 of the Act to two (2) years for the breach of any express or implied warranties by the Seller in connection with sale of the Unit to Purchaser. Further, the parties agree that neither the Declarant nor _____ (the "Seller") are liable for any defect in any improvements that were not made or contracted for by the Declarant or _____ (the "Seller").

Dated this _____ day of _____.

PURCHASER(S):

_____

Printed Name:

_____

Printed Name:

EXHIBIT H

Acknowledgment of Receipt and Review of Public Offering Statement

HOGAN CIRCLE
WESTBROOK, Maine

ACKNOWLEDGMENT

I (we), _____, Purchaser(s) under a Purchase and Sale Agreement dated _____ by and between the undersigned parties hereby acknowledge receipt and review of a Public Offering Statement consisting of a copy of the Declaration, Plat, Plans and By-Laws of Hogan Circle Condominium and Hogan Circle Condominium Association, as required by 31-A M.R.S.A. §1604-102(a) of the Maine Condominium Act prior to execution and acceptance of the contract.

Witness:

Seller

_____ By: _____
Its

_____ _____
Purchaser

_____ _____
Purchaser