FIRST AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

A. Amendment of Units 15-18. NIAL Construction, Inc., a Massachusetts corporation with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), acting pursuant to Article V and VII of the Declaration and Section 1602-110 of the Maine Condominium Act, hereby amends the "Declaration of Radcliffe Glen Condominium, Portland, Maine," dated November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270. The Declaration is amended to depict the dimensions of said Units 15-18 as actually built. Said units, which were previously created by said Declaration, are shown on amended condominium Plan entitled "Radcliffe Glen Condominium, Harvard Street, Portland, Maine-Amended Sheet 1 of 2 and 2 of 2" as recorded simultaneously herewith which amends and restates the Condominium Plan recorded in said Registry of Deeds in Plan Book 202, Page 668-669. Reference is also made to a subdivision plan of Radcliffe Glen, by Sebago Technics, Inc., dated June 25, 2002 and recorded in said Registry in Plan Book 202, Page 518.

1. **Identification and Allocated Interests.** The four units amended hereunder shall each have the identifying numbers and allocated interests as set forth in the Declaration. The floor plans of the Units are set forth on the Amended Plan, a reduced copy of which is attached hereto as Schedule A.
2. **Unit Boundaries.** Unit boundaries for the four units amended herein are as specified in the Declaration and as shown on said floor plans filed herewith.

B. Revision to Uses and Restrictions. Section 1.5 (h) of the Declaration is hereby amended to read as follows: "A Unit Owner shall be absolutely liable to the other Unit Owners and family, guests, licensees and invitees of the other Unit Owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit Owner. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. Each Unit Owner or occupant may keep within such Unit a reasonable number of household pets, subject to any rights and restrictions as established by the Executive Board."

C. Addendum to Section 2.3. Unit Boundaries. Section 2.3 is amended to include the following statement: "Notwithstanding the above, no rights are created for the Unit Owners to attach any items, structures, awnings or other similar items to the exterior of his or her Unit, unless expressly permitted by this Declaration or the Rules and Regulations as enacted by the Association."

D. Revision to Section 3.5. Special Maintenance and Special Expense Assessment. Section 3.5 is revised to read as follows: "The expense of maintenance and repair of Common Elements, including Limited Common Elements, necessitated by the negligence, misuse, or neglect of a Unit Owner shall be charged by the Association to such Unit Owner."

E. Revision to Section 9.34. Section 9.3.4. is revised to read as follows: "Each Unit Owner shall obtain additional insurance at his own expense affording coverage upon his Unit and his personal property and for his personal liability, but all such insurance shall contain the same terms and waiver of subrogation as referred to above. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors. The insurance shall be in such form and amount as is acceptable to the Board of Directors. The Owner shall furnish the Association with proof of such insurance. Proceeds must be used for repair or replacement of a damaged Unit."

F. General. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds and the Condominium Plat (recorded simultaneously with said Declaration and which remains unchanged) shall fully apply to said Units and their limited common elements as created hereunder.

Executed this 16th day of April, 2003.

Witness

NIAL Construction, Inc.
David A. Sullivan
Its President

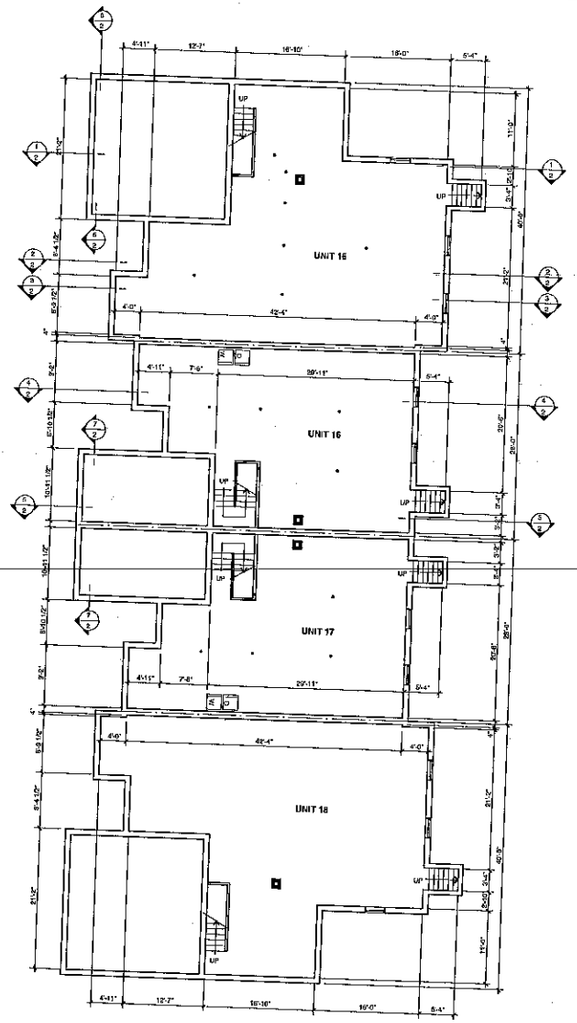
State of Maine
County of Cumberland

April 16, 2003

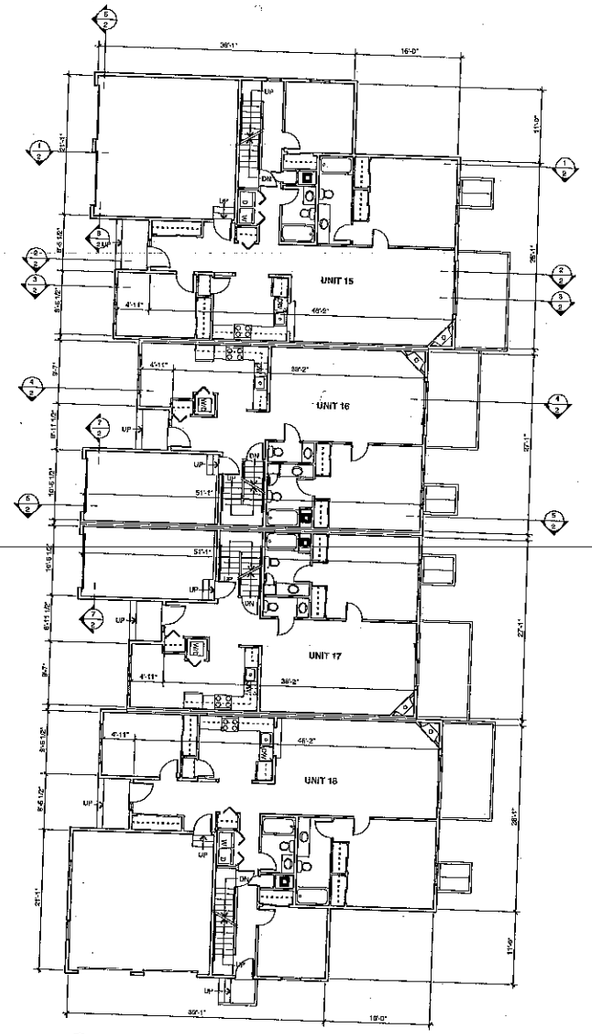
On the above date, personally appeared David A. Sullivan, President of NIAL Construction, Inc. and acknowledged the foregoing Declaration to be his free act and deed and the free act and deed of said corporation.

~~Notary~~/Attorney at Law
David Provost

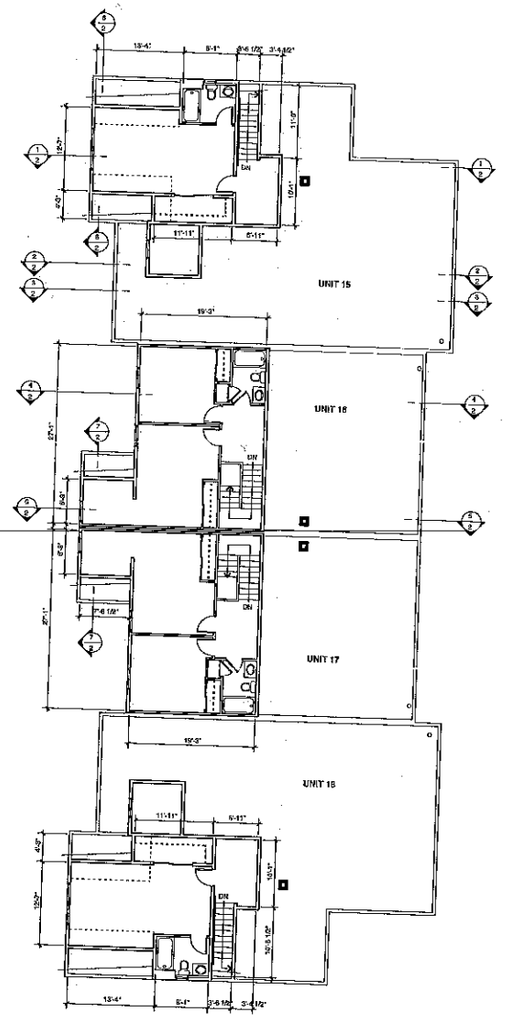
EXHIBIT A



1 BASEMENT FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"



2 FIRST FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"



3 SECOND FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"

NOTES:

1. UNITS 15-18 AS SHOWN MUST BE BUILT.
2. BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE FLOORS, CEILINGS, AND WALLS SEPARATING THE UNITS FROM COMMON AREAS OR FROM OTHER UNITS.
3. ALL FLOOR AND WALL COVERINGS INCLUDING LINOLEUM, POLYURETHANE, CARPETING, PAINT, WALLPAPER, ETC. ARE INCLUDED WITHIN THE BOUNDARIES OF A UNIT.
4. DIMENSIONS SHOWN ARE TO FACE OF STUDS, FACE OF JOISTS, AND FACE OF FOUNDATION, UNLESS OTHERWISE NOTED.
5. INTERIOR LAYOUT OF UNIT FLOOR PLANS AS SHOWN MAY VARY.
6. REFER TO CONDOMINIUM PLAY PLAN BY SEBAGO TECHNICS FOR ELEVATIONS OF EACH UNIT FIRST FLOOR LEVEL AND GARAGE FLOOR LEVEL.

RADCLIFFE GLEN CONDOMINIUM

HARVARD STREET
PORTLAND, MAINE

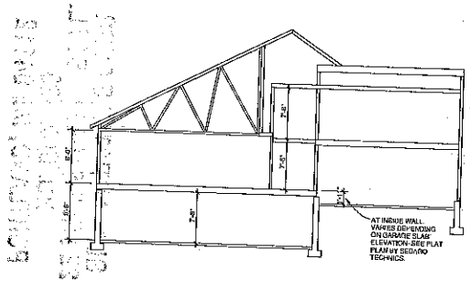
REGISTERED ARCHITECT
MICHAEL R. CHAREK
No. 1174
STATE OF MAINE

AMENDED
SHEET NUMBER 1 OF 2
MARCH 27, 2003

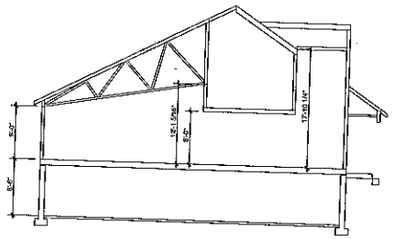
MICHAEL R. CHAREK, ARCHITECT
25 HARTLEY STREET
PORTLAND, MAINE 04103

REFERENCE IS HEREBY MADE TO THE RADCLIFFE GLEN CONDOMINIUM DECLARATION
DATED _____
AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS
BOOK _____ PAGE _____

BK: 19337 Pg: 151



1 SECTION
SCALE: 1/8" = 1'-0"



2 SECTION
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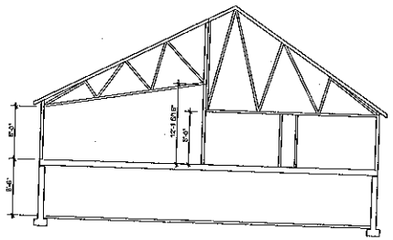
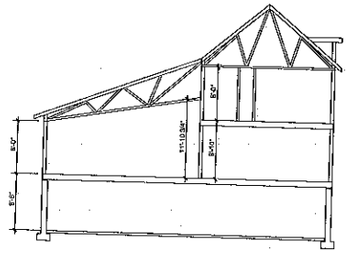
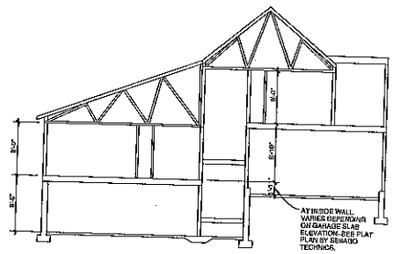


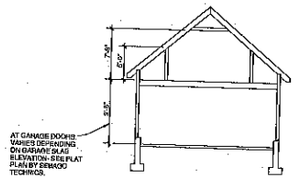
3 SECTION
SCALE: 1/8" = 1'-0"



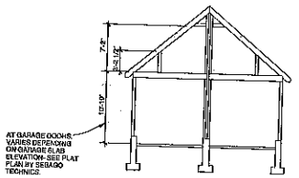
4 SECTION
SCALE: 1/8" = 1'-0"



5 SECTION
SCALE: 1/8" = 1'-0"



6 SECTION
SCALE: 1/8" = 1'-0"



7 SECTION
SCALE: 1/8" = 1'-0"

Received
Recorded Register of Deeds
May 08,2003 10:33:48A
Cumberland County
John B. O Brien

NOTES:

1. UNITS 15-16 AS SHOWN MUST BE BUILT.
2. BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE FLOORS, CEILINGS, AND WALLS SEPARATING THE UNITS FROM COMMON AREAS OR FROM OTHER UNITS.
3. ALL FLOOR AND WALL COVERINGS INCLUDING LINOLEUM, POLYURETHANE, CARPETING, PAINT, WALLPAPER, ETC. ARE INCLUDED WITHIN THE BOUNDARIES OF A UNIT.
4. DIMENSIONS SHOWN ARE TO FACE OF STUDS, FACE OF JOISTS, AND FACE OF FOUNDATION, UNLESS OTHERWISE NOTED.
5. INTERIOR LAYOUT OF UNIT FLOOR PLANS AS SHOWN MAY VARY.
6. REFER TO CONDOMINIUM PLAT PLAN BY SEBAGO TECHNICS FOR ELEVATIONS OF EACH UNIT FIRST FLOOR LEVEL AND GARAGE FLOOR LEVEL.

RADCLIFFE GLEN CONDOMINIUM

HARVARD STREET
PORTLAND, MAINE

REGISTERED ARCHITECT
MICHAEL R. CHAREK
No. 1174
STATE OF MAINE

AMENDED
SHEET NUMBER 2 OF 2
MARCH 27, 2003

MICHAEL R. CHAREK, ARCHITECT
25 HARTLEY STREET
PORTLAND, MAINE 04103

REFERENCE IS HEREBY MADE TO THE RADCLIFFE GLEN CONDOMINIUM DECLARATION
DATED _____
AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS
BOOK _____ PAGE _____

EXHIBIT A

Doc#: 43803 Bk:19327 Pg: 152

152

SECOND AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

Section 1. **SUBMISSION AND CREATION. NIAL Construction, Inc.**, a Massachusetts corporation with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), acting pursuant to Section 5.5 of the Declaration and Section 1602-110 of the Maine Condominium Act, hereby creates four Units known as Units 11-14, together with their accompanying limited common elements. The location and dimensions of said Units 11-14 and their appurtenant limited common elements as actually built are located as shown on the condominium plans entitled "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 of 2" and "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 2 of 2" dated July 8, 2003, recorded simultaneously herewith which amend and restate the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Page 668-669, and as amended in Plan Book 203, Pages 284-285. The location of said units 11-14 as built is further depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to the terms added by this Amendment, the Units and limited common elements established hereunder shall be completely and entirely incorporated into Radcliffe Glen Condominium as if originally established in the Declaration executed November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270, as amended, containing said Units and the limited common elements established hereunder and the foregoing amended Plans and Plats, subject however to the reserved rights of the Declarant set forth under or referred to in Article V of the Declaration or in this amendment or in the Maine Condominium Act.

Section 2. **IDENTIFICATION AND ALLOCATED INTERESTS.** The four units created hereunder shall each have the identifying numbers set forth in Schedule A attached hereto. The Allocated Interests of all units are hereby amended in accordance with Schedule A.

Section 3. **UNIT BOUNDARIES**. For the four Units created hereunder, all Unit boundaries are as specified in the Declaration and as shown on said floor plans filed herewith.

Section 4. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds shall fully apply to said Units and their limited common elements as created hereunder. The Declarant hereby continues to reserve all development and special declarant rights as set forth in the Declaration.

Dated: July 25, 2003

Witness

Nial Construction, Inc.
David A. Sullivan
Its President

State of Maine
County of Cumberland

July 25, 2003

On the above date, personally appeared David A. Sullivan, President of Nial Construction, Inc. and acknowledged the foregoing Declaration to be his free act and deed and the free act and deed of said corporation.

Notary/Attorney at Law

BETTY T. WILLS
Notary Public, Maine
My Commission Expires September 13, 2008

EXHIBIT A

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE ALLOCATION; NUMBER OF VOTES

Unit #	Unit Percentage Interest and Percentage of Common Expense Allocation	Number of Votes
11	14.22%	1
12	10.78%	1
13	10.78%	1
14	14.22%	1
15	14.22%	1
16	10.78%	1
17	10.78%	1
18	14.22%	1

Received
Recorded Register of Deeds
Jul 28,2003 11:39:01A
Cumberland County
John B. O Brien

THIRD AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

Section 1. **SUBMISSION AND CREATION. NIAL Construction, Inc.**, a Massachusetts corporation with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), acting pursuant to Section 5.5 of the Declaration and Section 1602-110 of the Maine Condominium Act, hereby creates four Units known as Units 3-6, together with their accompanying limited common elements. The location and dimensions of said Units 3-6 and their appurtenant limited common elements as actually built are located as shown on the condominium plans entitled "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 of 2" and "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 2 of 2" dated September 12, 2003, recorded simultaneously herewith which amend and restate the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Page 668-669, and as amended in Plan Book 203, Pages 284-285, and as amended in Plan Book 203, Page 436-437. The location of said units 3-6 as built is further depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to the terms added by this Amendment, the Units and limited common elements established hereunder shall be completely and entirely incorporated into Radcliffe Glen Condominium as if originally established in the Declaration executed November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270, as amended, containing said Units and the limited common elements established hereunder and the foregoing amended Plans and Plats, subject however to the reserved rights of the Declarant set forth under or referred to in Article V of the Declaration or in this amendment or in the Maine Condominium Act.

Section 2. **IDENTIFICATION AND ALLOCATED INTERESTS.** The four units created hereunder shall each have the identifying numbers set forth in Schedule A attached hereto. The Allocated Interests of all units are hereby amended in accordance with Schedule A.

Section 3. **UNIT BOUNDARIES.** For the four Units created hereunder, all Unit boundaries are as specified in the Declaration and as shown on said floor plans filed herewith.

Section 4. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds shall fully apply to said Units and their limited common elements as created hereunder. The Declarant hereby continues to reserve all development and special declarant rights as set forth in the Declaration.

Dated: September 15, 2003

Witness

Nial Construction, Inc.
David A. Sullivan
Its President

State of Maine
County of Cumberland

September 15, 2003

On the above date, personally appeared David A. Sullivan, President of Nial Construction, Inc. and acknowledged the foregoing Declaration to be his free act and deed and the free act and deed of said corporation.

~~Notary~~/Attorney at Law
David Provost

Received
Recorded Register of Deeds
Sep 22,2003 09:42:52A
Cumberland County
John B. O Brien

FOURTH AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

Section 1. **SUBMISSION AND CREATION. NIAL Construction, Inc.**, a Massachusetts corporation with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), acting pursuant to Section 5.5 of the Declaration and Section 1602-110 of the Maine Condominium Act, hereby creates two Units known as Units 1-2, together with their accompanying limited common elements. The location and dimensions of said Units 1-2 and their appurtenant limited common elements as actually built are located as shown on the condominium plans entitled "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 of 1" dated October 30, 2003, recorded simultaneously herewith which amend and restate the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Page 668-669, and as amended in Plan Book 203, Pages 284-285, and as amended in Plan Book 203, Page 436-437. The location of said units 1-2 as built is further depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to the terms added by this Amendment, the Units and limited common elements established hereunder shall be completely and entirely incorporated into Radcliffe Glen Condominium as if originally established in the Declaration executed November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270, as amended, containing said Units and the limited common elements established hereunder and the foregoing amended Plans and Plats, subject however to the reserved rights of the Declarant set forth under or referred to in Article V of the Declaration or in this amendment or in the Maine Condominium Act.

Section 2. **IDENTIFICATION AND ALLOCATED INTERESTS.** The two units created hereunder shall each have the identifying numbers set forth in Schedule A attached hereto. The Allocated Interests of all units are hereby amended in accordance with Schedule A.

Section 3. **UNIT BOUNDARIES.** For the two Units created hereunder, all Unit boundaries are as specified in the Declaration and as shown on said floor plans filed herewith.

Section 4. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds shall fully apply to said Units and their limited common elements as created hereunder. The Declarant hereby continues to reserve all development and special declarant rights as set forth in the Declaration.

Dated: October 31, 2003

Witness

Nial Construction, Inc.
David A. Sullivan
Its President

State of Maine
County of Cumberland

October 31, 2003

On the above date, personally appeared David A. Sullivan, President of Nial Construction, Inc. and acknowledged the foregoing Declaration to be his free act and deed and the free act and deed of said corporation.

Notary/Attorney at Law

BETTY T. WILLS
Notary Public, Maine
My Commission Expires September 13, 2008

EXHIBIT A

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE ALLOCATION; NUMBER OF VOTES

Unit #	Unit Percentage Interest and Percentage of Common Expense Allocation	Number of Votes
1	8.00%	1
2	8.00%	1
3	8.00%	1
4	6.00%	1
5	6.00%	1
6	8.00%	1
11	8.00%	1
12	6.00%	1
13	6.00%	1
14	8.00%	1
15	8.00%	1
16	6.00%	1
17	6.00%	1
18	8.00%	1

Received
Recorded Register of Deeds
Nov 05,2003 11:15:02A
Cumberland County
John B. O Brien

FIFTH AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

Section 1. **SUBMISSION AND CREATION. Radcliffe Glen, LLC**, a Maine Limited Liability Company with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), and successor Declarant to Nial Construction, Inc., by virtue of a deed dated January 22, 2004 and recorded in Book 20796, Page 199 and by virtue of Assignment and Acceptance dated January 22, 2004 and recorded in Book 20796, Page 204, acting pursuant to Section 5.5 of the Declaration and Section 1602-110 of the Maine Condominium Act, hereby creates four Units known as Units 7-10, together with their accompanying limited common elements. The location and dimensions of said Units 7-10 and their appurtenant limited common elements as actually built are located as shown on the condominium plans entitled "Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 and Sheet 2" dated November 24, 2003, recorded simultaneously herewith which amend and restate the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Page 668-669; as amended in Plan Book 203, Pages 284-285; as amended in Plan Book 203, Page 436-437; as amended in Plan Book 203, Pages 527-528 and as amended in Plan Book 203, Page 613. The location of said units 7-10 as built is further depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to the terms added by this Amendment, the Units and limited common elements established hereunder shall be completely and entirely incorporated into Radcliffe Glen Condominium as if originally established in the Declaration executed November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270, as amended, containing said Units and the limited common elements established hereunder and the foregoing amended Plans and Plats, subject however to the reserved rights of the Declarant set forth under or referred to in Article V of the Declaration or in this amendment or in the Maine Condominium Act.

Section 2. **IDENTIFICATION AND ALLOCATED INTERESTS.** The four units created hereunder shall each have the identifying numbers set forth in Schedule A attached hereto. The Allocated Interests of all units are hereby amended in accordance with Schedule A.

Section 3. **UNIT BOUNDARIES.** For the four Units created hereunder, all Unit boundaries are as specified in the Declaration and as shown on said floor plans filed herewith.

Section 4. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds shall fully apply to said Units and their limited common elements as created hereunder. The Declarant hereby continues to reserve all development and special declarant rights as set forth in the Declaration.

Dated: January 27, 2004

Witness

RADCLIFFE GLEN, LLC

By: Lawrence J. Sturdivant
Its: Member

State of Maine
County of Cumberland

January 27, 2004

On the above date, personally appeared Lawrence J. Sturdivant, Member of Radcliffe Glen, LLC and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Notary/Attorney at Law
David Pabost

EXHIBIT A

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE ALLOCATION; NUMBER OF VOTES

Unit #	Unit Percentage Interest and Percentage of Common Expense Allocation	Number of Votes
1	6.22%	1
2	6.22%	1
3	6.22%	1
4	4.72%	1
5	4.72%	1
6	6.22%	1
7	6.22%	1
8	4.72%	1
9	4.72%	1
10	6.22%	1
11	6.22%	1
12	4.72%	1
13	4.72%	1
14	6.22%	1
15	6.22%	1
16	4.72%	1
17	4.72%	1
18	6.22%	1

Received
Recorded Register of Deeds
Jan 28,2004 09:36:10A
Cumberland County
John B. O Brien

SEVENTH AMENDMENT TO RADCLIFFE GLEN CONDOMINIUM DECLARATION

Section 1. **SUBMISSION AND CREATION. Radcliffe Glen, LLC**, a Maine Limited Liability Company with a place of business at 191 State Road, Suite 2, Kittery, Maine 03904 ("Declarant"), and successor Declarant to Nial Construction, Inc., by virtue of a deed dated January 22, 2004 and recorded in Book 20796, Page 199 and by virtue of Assignment and Acceptance dated January 22, 2004 and recorded in Book 20796, Page 204, acting pursuant to Section 5.5 of the below referenced Declaration and Section 1602-110 of the Maine Condominium Act, hereby creates seven (7) Units known as Units 27-33, together with their accompanying limited common elements. The location and dimensions of said Units 27-33 and their appurtenant limited common elements as actually built are located as shown on the condominium plans entitled Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 and Sheet 2 dated June 28, 2004(for Units 27-30) and plans entitled Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 and Sheet 2 dated June 29, 2004 (for Units 31-33) recorded simultaneously herewith which amend and restate the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Pages 668-669; as amended in Plan Book 203, Pages 284-285; as amended in Plan Book 203, Pages 436-437; as amended in Plan Book 203, Pages 527-528; as amended in Plan Book 203, Page 613; as amended in Plan Book 204, Pages 29-30 and as amended in Plan Book 204, Page 213-216.. The location of said units 27-33 as built is further depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to the terms added by this Amendment, the Units and limited common elements established hereunder shall be completely and entirely incorporated into Radcliffe Glen Condominium as if originally established in the Declaration executed November 1, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270, as amended, containing said Units and the limited common elements established hereunder and the foregoing amended Plans and Plats, subject however to the reserved rights of the Successor Declarant set forth under or referred to in Article V of the Declaration or in this amendment or in the Maine Condominium Act.

Section 2. **IDENTIFICATION AND ALLOCATED INTERESTS.** The seven (7) units created hereunder shall have the identifying numbers 27-33 as set forth in Schedule A attached hereto. The Allocated Interests of all units are hereby amended in accordance with Schedule A.

Section 3. **UNIT BOUNDARIES.** For the seven (7) Units created hereunder, all Unit boundaries are as specified in the Declaration and as shown on said floor plans filed herewith.

Section 4. Except as specifically amended herein, the Radcliffe Glen Condominium Declaration dated November 1, 2002, as recorded in the Cumberland County Registry of Deeds shall fully apply to said Units and their limited common elements as created hereunder. The Successor Declarant hereby continues to reserve all development and special declarant rights as set forth in the Declaration.

Dated: July 14, 2004

Witness

RADCLIFFE GLEN, LLC

By: Lawrence J. Sturdivant
Its: Member

State of Maine
County of Cumberland

July 14, 2004

On the above date, personally appeared Lawrence J. Sturdivant, Member of Radcliffe Glen, LLC and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

~~Notary~~/Attorney at Law
David Pierce

EXHIBIT A

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE ALLOCATION; NUMBER OF VOTES

Unit #	Unit Percentage Interest and Percentage of Common Expense Allocation	Number of Votes
1	3.39%	1
2	3.39%	1
3	3.39%	1
4	2.60%	1
5	2.60%	1
6	3.39%	1
7	3.39%	1
8	2.60%	1
9	2.60%	1
10	3.39%	1
11	3.39%	1
12	2.60%	1
13	2.60%	1
14	3.39%	1
15	3.39%	1
16	2.60%	1
17	2.60%	1
18	3.39%	1
19	3.39%	1
20	2.60%	1
21	2.60%	1
22	3.39%	1
23	3.39%	1
24	2.60%	1
25	2.60%	1
26	3.39%	1
27	3.39%	1
28	2.60%	1
29	2.60%	1
30	3.39%	1
31	3.39%	1
32	2.60%	1
33	3.39%	1

Received
Recorded Register of Deeds
Aug 02,2004 02:18:08P
Cumberland County
John B OBrien

EASEMENT DEED

EASEMENT DEED made as of the 16th day of May, 2006, by and between Radcliffe Glen Condominium Association, Portland, County of Cumberland and State of Maine, whose mailing address is One City Center, c/o Dirigo Portland 04101 (hereinafter referred to as "Grantor"), and the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine, with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of property shown as Radcliffe Glen on a plan entitled "Subdivision Plan" by Sebago Tehcnics, Westbrook, Maine, dated June 25, 2002, recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 518 (hereinafter referred to as the "Plan"); and

WHEREAS, Grantee desires a turnaround easement on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee an easement described as follows:

TURNAROUND EASEMENT: An easement described as follows and to be used solely for the purpose of vehicle turnaround:

A lot or parcel of land located 20 feet easterly of the easterly terminus of University Street in the City of Portland, Cumberland County, State of Maine, bounded and described as follows;

COMMENCING at a point at the intersection of the southerly line of University Street with a twenty (20.00') foot wide Portland Water District Right of Way as shown on a plan titled Subdivision Plan of Radcliffe Glen Harvard Street Portland, Maine for Larry Sturdivant (Record Owner) prepared by Sebago Technics Revision B dated 8/2/02 and recorded in the Cumberland County Registry of Deeds in Plan Book 202 Page 518;

1. THENCE S15°23'13"W thirty and zero hundredths feet (30.00') along the westerly line of said Portland Water District Right of Way and land now or formerly of Thomas and Autumn Poulin as shown on said plan to a point;

2. THENCE S74°36'47"E twenty and zero hundredths feet (20.00') through said Portland Water District Right of Way to a point on the easterly line of said Portland Water District Right of Way and at the **POINT OF BEGINNING**;

3. THENCE S74°36'47"E ten and zero hundredths feet (10.00') to a point;

4. THENCE N15°23'13"E thirty-five and eighty-six hundredths feet (35.86') to a point;

5. THENCE S85°39'59"E seven and ninety-four hundredths feet (7.94') to a point;

6. THENCE S61°58"41"E thirty-five and sixty-four hundredths feet (35.64') to a point;

7. THENCE N15°23'13"E sixty-five and fifty-three hundredths feet (65.53') to a point;

8. THENCE N85°39'59"W fifty-three and fifty-six hundredths feet (53.56') crossing through land of Grantor and through a City of Portland sewer easement as shown on said plan to a point on the easterly line of said Portland Water District Right of Way;

9. THENCE S15°23'13"W eighty-four and eighty-five hundredths feet (84.85') along said easterly line of said Portland Water District Right of Way to the **POINT OF BEGINNING.**

Containing three thousand two hundred eighty square feet more or less (3,280 S.F. +/-).

Said course number five (5.) may not be the same line as the southerly line of said University Street extended southeasterly, or same as the southerly line of said City of Portland Sewer Right of Way, due to the fact the line of University Street was not surveyed for the preparation of this description.

Said course number six (6.) may not be same as the southwesterly line of said City of Portland Sewer Right of Way, due to the fact the said Sewer Right of Way was not surveyed for the preparation of this description.

Said course number eight (8.) may not be the same line as the northerly line of said University Street extended southeasterly due to the fact the line of University Street was not surveyed for the preparation of this description.

Bearings referenced herein are based on the bearing basis established on said plan prepared by Sebago Technics.

With regard to the easement granted herein, Grantor grants to Grantee the right to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind and to alter and regrade the contours of said turnaround easement to such extent as in the reasonable judgment of Grantee is reasonably necessary or appropriate for the purpose set forth herein, to pave said easement area, and to enter upon said turnaround easement at any and all times for any of the foregoing purposes.

Grantee agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the easement area at its sole cost and expense and, following the completion of any work within the easement area and the disturbance of the easement area or any land adjacent thereto, to restore the easement area and land adjacent thereto to its condition prior to the undertaking of such work.

Reserving to Grantor, her heirs and assigns, the use and enjoyment of said turnaround

easement area for such purposes only as will not unreasonably interfere with the use thereof by Grantee, its successors and assigns, for the purpose above-mentioned, provided that no building or any kind of permanent structure, including, but not limited to, walls and fences, shall be erected within said easement area by Grantor, her heirs or assigns; that no hedges, bushes or trees shall be planted within said easement area by Grantor, her heirs or assigns; and that Grantor, her heirs or assigns, shall not remove earth from said easement area, without the written permission of Grantee, its successors and assigns.

The easement granted herein shall run with the land and be binding, upon and shall inure to the benefit of, Grantor and Grantee, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument and Grantee have caused this instrument to be executed as of the date first set forth above.

WITNESS:

President
Radcliffe Glen Condominium Asssoc.

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. May 22, 2006

Then personally appeared the above-named David J. Nutty and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Attorney at Law/Notary Public

Edward S. KELLOGG
Print name

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2007

Received
Recorded Register of Deeds
May 23,2006 09:05:34A
Cumberland County
John B OBrien

SEAL

Doc#: 68996 Bk:27387 Pg: 105

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
Portland, Maine

CERTIFICATE OF
AMENDMENTS TO THE DECLARATION and BY-LAWS

The undersigned hereby certify that the following Amendments to the Declaration and the Bylaws of the **RADCLIFFE GLEN CONDOMINIUM** located in City of Portland, County of Cumberland, Maine, which Declaration is dated November 1, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270 as amended of record, were duly adopted at a special meeting of the Unit Owners held on October 21, 2009 by the affirmative vote of 67% or more in interest vote of the Unit Owners, there being no Eligible Mortgage Holders.

1. Declaration Section 9.3 Insurance is hereby amended and restated as follows, which provisions shall control over any inconsistent prior provisions of the Declaration and Bylaws:

"**9.3.1. General**. The Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available.

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

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

and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the *lesser* of one (1) percent of the policy's face amount *or* the sum of $10,000.

Each Unit Owner shall be responsible for paying the expenses of repair of damage to his Unit in the amount of the Association's insurance deductible (as such deductible amount as may be revised by the Board of Directors from time to time subject to the foregoing ceiling amount); the Association shall not be responsible for the costs of repair of damage to a Unit in the amount of the insurance deductible, and if such expenses are paid by the Association the Unit Owner shall reimburse the Association for such expenses which obligation shall be a lien on the Unit. The Board of Directors in its discretion may allocate responsibility for the insurance deductable among the Common Elements and Unit(s) in the event multiple portions of the Condominium Property are affected by an insured casualty, and in addition anything to the contrary herein notwithstanding, the Board of Directors in its sole discretion may elect to have the Association fund all or a portion of the deductible to the extent the Board deems the insured damage to a Unit to be attributable to an "Act of God", such as a lightening strike, hurricane or some other event which is clearly beyond the control of and not due to the acts or omissions of a Unit Owner or persons present in the Unit.

Such casualty insurance policy shall also include the following provisions:

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

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

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

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

9.3.3. Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Subsection 9.3.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his Unit; if the Unit owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

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

9.3.4. Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents

and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (iv) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

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

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

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

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

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

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

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

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

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

(iii) Flood insurance if any or all of the Property is located in a special flood hazard area or as may be approved by the Board of Directors in an amount equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate federal national Federal Emergency Management program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser one percent (1.00%) of the policy face amount or such other amount as may be approved by the Board of Directors; and

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

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

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

9.3.8. Separate Insurance. Each Unit Owner should obtain at his own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his Unit and all personal property located in a Unit for his own benefit and for his personal liability, as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association. The Association shall have no responsibility for ascertaining whether or not the Unit Owner maintains such insurance in effect.

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

2. Declaration Section 9.4 Repair or Reconstruction after Fire or Other Casualty is hereby amended and restated as follows, which provisions shall control over any inconsistent prior provisions of the Declaration and Bylaws:

"**9.4.1. Repair**. Any portion of the Property damaged or destroyed as a result of fire or other casualty shall be repaired or replaced promptly by the Association unless:

i. The Condominium is terminated;

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

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

The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense, provided that Unit Owners shall be responsible for the amount of the Association's insurance deductible for damage to their Units and for structural improvements as provided in Section 9.3 above or, in the event of damage to multiple Units or the Common Elements, then such portion of the deductible established by the Board of Directors.

The Association shall not be liable for any injury or damage to persons or property caused by the natural elements or by another Unit Owner or person on the premises, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Units, 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 Association's willful misconduct or gross negligence. This shall not restrict the scope of coverage provided by any insurance carried on the Property.

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

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium, subject to the Unit Owner's payment of any insurance deductible;

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

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

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order

of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Section 9.6 of the Declaration and the Maine Condominium Act governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent structural improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Former Subsection 9.4.3 of the Declaration is incorporated into the foregoing text and is hereby deleted."

3. Bylaws Articles VI and VII. The provisions of Articles VI and VII of the Bylaws are hereby repealed, being superseded by the foregoing amendments to the Declaration.

4. General. Capitalized terms shall have the meaning set forth in the Declaration and Bylaws.

Witness the hands and seal of undersigned in our capacities as the President and Secretary of the Radcliffe Glen Condominium Association as of October 26, 2009.

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

By: _____
David Nutty, its President

Attest:

By: _____
Irene Sabean, its Secretary

State of Maine
County of Cumberland, ss October 27, 2009

Then personally appeared before me the above named David Nutty and Irene Sabean in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

SEAL

Notary Public/Attorney at Law
Name: _____

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

Amendments Radcliffe Glenn Insurance and Repairs.doc
10/27/2009

Received
Recorded Register of Deeds
Nov 12,2009 09:53:09A
Cumberland County
Pamela E. Lovley

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RADCLIFFE GLEN CONDOMINIUM

The undersigned hereby certify that an Amendment to the Declaration RADCLIFFE GLEN CONDOMINIUM dated November 1, 2002 and recorded in the Cumberland County Registry of in Book 18348, Page 270 as previously amended of record located in the City of Portland, County of Cumberland and State of Maine was duly adopted on May 25, 2011 at a duly called meeting of the unit owners at which sixty-seven percent (67%) or more in interest of the unit owners voted in favor of the Declaration amendment set forth below:

Voted: To adopt Subsections 1.7 A, B and D regulating leased units and establishing enforcement provisions as follows

"**Section 1.7. Leasing Restrictions and Limitations.**

A. Leasing Restrictions. No Unit may be leased for transient or hotel purposes and no Unit may be leased for a period of less than six (6) months, except in the sole discretion of the Executive Board.

No more than six (6) persons may occupy any leased Unit overnight.

No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

(i) requiring all tenants and all other guests and occupants of the Unit to comply with the Declaration, the Bylaws, and Rules and Regulations (the "Condominium Documents");

(ii) providing that failure to comply constitutes a default under the lease;

(iii) providing that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant or other occupants of the Unit in the name of the Unit owner after first giving thirty (30) days' prior written notice to the Unit owner in the event of a violation of the lease or the Condominium Documents, provided that in the event an immediate threat to persons or property exists as determined by the Board of Directors then only seven (7) days notice need be given;

(iv) no subleasing or other occupancy of a Unit or any portion thereof is permitted by persons or guests who have not originally signed the lease as a tenant; and

(v) in the event that the payment of common charges and/or service charges or other amounts due to the Association becomes more than 30 days past due,

authorizing the Association to suspend the rights to use the Common Elements other than to gain access to the Unit, and to require the tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent common charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant shall be conclusive and binding on the tenant as to the tenant's obligation to pay the rent directly to the Association and as to the amount of common charges, assessments and other fees due. The Unit owner shall have 10 days after such notice is sent to file any objection, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association. The right to suspend access to the Common Elements shall include without limitation the rights to block the use of parking spaces, whether assigned to the Unit as Elements or otherwise available.

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

Each Unit owner of a condominium Unit shall, promptly following the execution of any lease of a Unit, forward a true copy thereof to the Executive Board and provide the names of the tenants and authorized occupants of the Unit.

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

B. Enforcement. In the event a guest, invitee, occupant or tenant of a Unit fails to comply with the provisions of the Condominium Documents or the lease, then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s), and assess such fines and penalties in accordance with the Rules and Regulations, and demand that the same be remedied through the Owner's efforts within a reasonable period of time after such notice.

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

involved, and collection thereof may be enforced by the Executive Board in the same manner as the Board is entitled to enforce collection of service charges and common charge assessments."

C. *[not adopted at this time]*

D. Declaration Subsection 1.5 (j) formerly regulating leasing is hereby repealed.

Note: The proposed Amendment adopting Section 1.7 C was not adopted at this time.

Dated as of June 1, 2011.

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

By: David J. Nutty
President, President (David J. Nutty)

Attest

By: Heather K Thompson
Secretary (Heather Thompson)

State of Maine
County of Cumberland, ss

June 1, 2011

Then personally appeared before me the above named David Nutty in his/her said capacity and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

Edward S. Kellogg

Notary Public/Attorney at Law
Name: EDWARD S. KELLOGG

Received
Recorded Register of Deeds
Jun 17,2011 02:37:10P
Cumberland County
Pamela E. Lovley

Amend Declara Radcliffe Glenn Leasing 2011
6/1/2011 4:54 PM

Edward S. Kellogg
Notary Public
My Commission Expires
October 21, 2014

SEAL

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
CONDITIONAL CONSENT

TO: CHARLES SMITH (the "Owner")

RADCLIFFE GLEN CONDOMINIUM Unit 27, Radcliffe Glen, Portland, Maine (the "Unit")

Re: Pellet Stove Installation (the "Improvements").

The Board of Directors of Radcliffe Glen Condominium hereby conditionally consents to the construction of the Improvements with respect to the Unit.

This Consent is subject to the Owner's agreement as follows, by their acceptance of this Consent, on behalf of themselves and their successors and assigns, which shall run with the title to the Unit:

(a) The Owner shall be solely responsible for the construction, maintenance, repair and replacement of the Improvements in a good and workmanlike manner in accordance with all applicable building codes, the Plans and the Radcliffe Condominium Declaration.
(b) Owner shall be solely responsible for the payment all costs and charges incurred with respect to the construction, maintenance, repair and replacement of the Improvements, including any expenses incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement.
(c) The Owner shall be strictly liable for any resulting damage to the Units and Common Elements, specifically including without limitation resulting rot or water damage to other portions of the building. At all times after such election each 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Association's review of the Plans does not constitute a representation that the Plans comply with code requirements.
(d) Owner further agrees to indemnify and hold the Association harmless from any mechanic's or materialman's liens or other unpaid expenses. Owner shall advise all contractors, suppliers and workmen of Owner's responsibilities under this Agreement, and that the Association has no responsibility for such costs and charges.
(e) Owner hereby agrees to indemnify and to hold harmless the Association, other Owners, their guests, invitees and family members from any loss or damage which may be suffered by the Association on account of the construction, maintenance, repair and replacement of the Improvements in violation of this Agreement, even if not due to the negligence or fault of Owner or due to the alleged fault or negligence of the Association.
(f) Before commencing construction of the improvements Owner shall cause the Owner's and the contractor's general liability insurance carriers to name the Association as a co-insured and to provide evidence thereof to the Association, with no less than 10 days

notice of cancellation to the Association, with all such insurance to be in an amount an from such carriers may be reasonably satisfactory to the Association.

(g) The Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged and duly recorded, and thereafter may seal up passageways and/or remove the Improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property at the sole expense of the Owner in a good and workmanlike manner. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of the Unit.

(h) The Owner further acknowledges that any change in the boundary lines of the unit and common elements requires the unanimous consent of all Owners, which has not been obtained.

(i) The Owner further agrees to pay all costs and expenses of the Association in entering into and enforcing this Agreement, including without limitation any legal expenses incurred by the Association.

(j) This consent shall not be effective until it is recorded in the Registry of Deeds.

Seen and agreed as the Owner:

Signature Charles Smith

Date 9-22-2011

CHARLES SMITH

****

Dated Sept. 22, 2011

Radcliffe Glen Condominium Association

Received
Recorded Register of Deeds
Sep 22,2011 11:02:11A
Cumberland County
Pamela E. Lovley

Witness Randy Garrett

by: RANDY GARRETT

its ~~President~~ Manager

State of Maine
County of Cumberland, ss

Sept. 22, 2011

Then personally appeared before me the above named Charles Smith in his/her capacity as President and acknowledged the foregoing to be her free act and deed and the free act and deed of said corporation.

SANDRA E. ROGERS
Notary Public, Maine
My Commission Expires May 28, 2013

Before me,

Sandra E. Rogers

Notary Public

~~Paul V. Garrett~~

SEAL

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
CONDITIONAL CONSENT

TO: Donald L. and Mabelle K. Murray (the "Owners")

RADCLIFFE GLEN CONDOMINIUM Unit 30, Radcliffe Glen, Portland, Maine (the "Unit")

Re: Installation of two Velux Sun Tunnels (the "Improvements").

The Board of Directors of Radcliffe Glen Condominium hereby conditionally consents to the construction of the Improvements with respect to the Unit.

This Consent is subject to the Owner's agreement as follows, by their acceptance of this Consent, on behalf of themselves and their successors and assigns, which shall run with the title to the Unit:

(a) The Owner shall be solely responsible for the construction, maintenance, repair and replacement of the Improvements in a good and workmanlike manner in accordance with all applicable building codes, the Plans and the Radcliffe Condominium Declaration.

(b) Owner shall be solely responsible for the payment of all costs and charges incurred with respect to the construction, maintenance, repair and replacement of the Improvements, including any expenses incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement.

(c) The Owner shall be strictly liable for any resulting damage to the Units and Common Elements, specifically including without limitation resulting rot or water damage to other portions of the building. At all times after such election each 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Association's review of the Plans does not constitute a representation that the Plans comply with code requirements.

(d) Owner further agrees to indemnify and hold the Association harmless from any mechanic's or materialman's liens or other unpaid expenses. Owner shall advise all contractors, suppliers and workmen of Owner's responsibilities under this Agreement, and that the Association has no responsibility for such costs and charges.

(e) Owner hereby agrees to indemnify and to hold harmless the Association, other Owners, their guests, invitees and family members from any loss or damage which may be suffered by the Association on account of the construction, maintenance, repair and replacement of the Improvements in violation of this Agreement, even if not due to the negligence or fault of Owner or due to the alleged fault or negligence of the Association.

(f) Before commencing construction of the improvements Owner shall cause the Owner's and the contractor's general liability insurance carriers to name the Association as a co-insured and to provide evidence thereof to the Association, with no less than 10 days notice of cancellation to the Association, with all such insurance to be in an amount and from such carriers as may be reasonably satisfactory to the Association.

(g) The Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged and duly recorded, and thereafter may seal up passageways and/or remove the Improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property at the sole expense of the Owner in a good and workmanlike manner. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of the Unit.

(h) The Owner further acknowledges that any change in the boundary lines of the unit and common elements requires the unanimous consent of all Owners, which has not been obtained.
(i) The Owner further agrees to pay all costs and expenses of the Association in entering into and enforcing this Agreement, including without limitation any legal expenses incurred by the Association.
(j) This consent shall not be effective until it is recorded in the Registry of Deeds.

Seen and agreed as the Owner:

Signatures Donald L. Murray DONALD L. MURRAY
Mabelle K. Murray MABELLE K. MURRAY

Date May 4, 2012

****

Dated: May 10, ~~2011~~ 2012
Radcliffe Glen Condominium Association

Witness

by: Mark G. Jennings
its ~~President~~ Treasurer

State of Maine
County of Cumberland, ss

May 10, ~~2011~~ 2012

Then personally appeared before me the above named Mark A Jennings in his/her capacity as Treasurer ~~President~~ and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Notary Public
Paul V. Garrett

SEAL

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

Received
Recorded Register of Deeds
May 15,2012 09:52:58A
Cumberland County
Pamela E. Lovley

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
CONDITIONAL CONSENT

TO: ARTHUR + MARY ALICE SCHASSBERGER (the "Owner")

RADCLIFFE GLEN CONDOMINIUM Unit 28, Radcliffe Glen, Portland, Maine (the "Unit")

Re: 2 VELUX SUN TUNNEL SKYLIGHTS - 14" DIA. (the "Improvements").

The Board of Directors of Radcliffe Glen Condominium hereby conditionally consents to the construction of the Improvements with respect to the Unit.

This Consent is subject to the Owner's agreement as follows, by their acceptance of this Consent, on behalf of themselves and their successors and assigns, which shall run with the title to the Unit:

(a) The Owner shall be solely responsible for the construction, maintenance, repair and replacement of the Improvements in a good and workmanlike manner in accordance with all applicable building codes, the Plans and the Radcliffe Condominium Declaration.
(b) Owner shall be solely responsible for the payment of all costs and charges incurred with respect to the construction, maintenance, repair and replacement of the Improvements, including any expenses incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement.
(c) The Owner shall be strictly liable for any resulting damage to the Units and Common Elements, specifically including without limitation resulting rot or water damage to other portions of the building. At all times after such election each 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Association's review of the Plans does not constitute a representation that the Plans comply with code requirements.
(d) Owner further agrees to indemnify and hold the Association harmless from any mechanic's or materialman's liens or other unpaid expenses. Owner shall advise all contractors, suppliers and workmen of Owner's responsibilities under this Agreement, and that the Association has no responsibility for such costs and charges.
(e) Owner hereby agrees to indemnify and to hold harmless the Association, other Owners, their guests, invitees and family members from any loss or damage which may be suffered by the Association on account of the construction, maintenance, repair and replacement of the Improvements in violation of this Agreement, even if not due to the negligence or fault of Owner or due to the alleged fault or negligence of the Association.
(f) Before commencing construction of the improvements Owner shall cause the Owner's and the contractor's general liability insurance carriers to name the Association as a co-insured and to provide evidence thereof to the Association, with no less than 10 days

notice of cancellation to the Association, with all such insurance to be in an amount an from such carriers may be reasonably satisfactory to the Association.

(g) The Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged and duly recorded, and thereafter may seal up passageways and/or remove the Improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property at the sole expense of the Owner in a good and workmanlike manner. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of the Unit.

(h) The Owner further acknowledges that any change in the boundary lines of the unit and common elements requires the unanimous consent of all Owners, which has not been obtained.

(i) The Owner further agrees to pay all costs and expenses of the Association in entering into and enforcing this Agreement, including without limitation any legal expenses incurred by the Association.

(j) This consent shall not be effective until it is recorded in the Registry of Deeds.

Seen and agreed as the Owner:

Signature Arthur Schassberger Mary Alice Schassberger
Date July 22, 2012

Arthur Schassberger Mary Alice Schassberger

****

Received
Recorded Register of Deeds
Aug 24,2012 03:30:13P
Cumberland County
Pamela E. Lovley

Dated: August 23, 2012
Radcliffe Glen Condominium Association

Shirley Higgins
Witness

by: David J. Nutty
its President

State of Maine
County of Cumberland, ss

August 23, 2012

Then personally appeared before me the above named David Nutty in his/her capacity as President and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Before me,

SEAL

Notary Public
Paul V. Garrett

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
CONDITIONAL CONSENT

TO: Kristina MacCormick (the "Owner")
RADCLIFFE GLEN CONDOMINIUM Unit 32, Radcliffe Glen, Portland, Maine (the "Unit")

Re: Velux sun tunnels (the "Improvements").

The Board of Directors of Radcliffe Glen Condominium hereby conditionally consents to the construction of the Improvements with respect to the Unit.

This Consent is subject to the Owner's agreement as follows, by their acceptance of this Consent, on behalf of themselves and their successors and assigns, which shall run with the title to the Unit:

(a) The Owner shall be solely responsible for the construction, maintenance, repair and replacement of the Improvements in a good and workmanlike manner in accordance with all applicable building codes, the Plans and the Radcliffe Condominium Declaration.
(b) Owner shall be solely responsible for the payment of all costs and charges incurred with respect to the construction, maintenance, repair and replacement of the Improvements, including any expenses incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement.
(c) The Owner shall be strictly liable for any resulting damage to the Units and Common Elements, specifically including without limitation resulting rot or water damage to other portions of the building. At all times after such election each 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Association's review of the Plans does not constitute a representation that the Plans comply with code requirements.
(d) Owner further agrees to indemnify and hold the Association harmless from any mechanic's or materialman's liens or other unpaid expenses. Owner shall advise all contractors, suppliers and workmen of Owner's responsibilities under this Agreement, and that the Association has no responsibility for such costs and charges.
(e) Owner hereby agrees to indemnify and to hold harmless the Association, other Owners, their guests, invitees and family members from any loss or damage which may be suffered by the Association on account of the construction, maintenance, repair and replacement of the Improvements in violation of this Agreement, even if not due to the negligence or fault of Owner or due to the alleged fault or negligence of the Association.
(f) Before commencing construction of the improvements Owner shall cause the Owner's and the contractor's general liability insurance carriers to name the Association as a co-insured and to provide evidence thereof to the Association, with no less than 10 days

notice of cancellation to the Association, with all such insurance to be in an amount an from such carriers may be reasonably satisfactory to the Association.

(g) The Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged and duly recorded, and thereafter may seal up passageways and/or remove the Improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property at the sole expense of the Owner in a good and workmanlike manner. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of the Unit.

(h) The Owner further acknowledges that any change in the boundary lines of the unit and common elements requires the unanimous consent of all Owners, which has not been obtained.

(i) The Owner further agrees to pay all costs and expenses of the Association in entering into and enforcing this Agreement, including without limitation any legal expenses incurred by the Association.

(j) This consent shall not be effective until it is recorded in the Registry of Deeds.

Seen and agreed as the Owner:

Signature Kristina MacCormick Kristina MacCormick

Date 7/19/12

****

Dated: August 23, 2012

Radcliffe Glen Condominium Association

Received
Recorded Register of Deeds
Aug 30,2012 02:06:34P
Cumberland County
Pamela E. Lovley

Shirley Wiggins
Witness

by: David Nutty
its President

State of Maine
County of Cumberland, ss

August 23, 2012

Then personally appeared before me the above named David Nutty in his/her capacity as President and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Before me,

SEAL

Notary Public
Paul V. Garrett

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
Portland, Maine

CERTIFICATE OF ADOPTION OF THE RESTATED SEVENTH AMENDMENT TO THE RADCLIFFE GLEN CONDOMINIUM DECLARATION

The undersigned hereby certify that the following Restated Seventh Amendment to the original Declaration of the **RADCLIFFE GLEN CONDOMINIUM** located in City of Portland, County of Cumberland, Maine, hereby restating the Seventh Amendment dated July 14, 2004 and recorded in the Cumberland County Registry of Deeds in Book 20810, Page 56, which original Declaration is dated November 1, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270 as further amended of record (collectively the "Original Declaration"), were duly adopted on Mary 16, 2012 by the unanimous affirmative interest vote of the Unit Owners, there being no Eligible Mortgage Holders.

WHEREAS the Seventh Amendment to the Original Declaration did not correctly state the percentages of the newly created Units based on the formula established under Section 2.2 of the Declaration and as such newly created Units were depicted on the recorded Floor Plans and Condominium Plat, nor did it identify the recording data for the most recent Floor Plans for the new Units created thereby; and

WHEREAS the Association has utilized the correct Allocated interests for the Units and desires to correct the record so that it is consistent with the recorded Floor Plans and Condominium Plat.

Now therefore the **RADCLIFFE GLEN CONDOMINIUM ASSOCIATION** hereby certifies the adoption of the restated text and the restated Exhibit B of this Restated Seventh Amendment as set forth below, thereby replacing in its entirety said prior Seventh Amendment dated July 14, 2004 and recorded in the Cumberland County Registry of Deeds in Book 20810, Page 56,

"Section 1. **Submission and Creation.** The creation of seven (7) Units known as Units #27-33, together with their accompanying limited common elements is hereby ratified. The location and dimensions of said Units 27-33 and their appurtenant limited common elements as actually built are located as shown on the condominium floor plans entitled Radcliffe Glen Condominium Harvard Street, Portland, Maine

Amended Sheet 1 and Sheet 2 dated June 28, 2004 and recorded in said Registry of Deeds in Plan Book 204, Pages 509-510 for Units 27-30 and plans entitled Radcliffe Glen Condominium Harvard Street, Portland, Maine Amended Sheet 1 and Sheet 2 dated June 29, 2004 and recorded in said Registry of Deeds in Plan Book 204, Pages 511-512 for Units 31-33 (reduced copies of which are attached hereto) which supplement the Condominium Plans recorded in said Registry of Deeds in Plan Book 202, Pages 668-669; as amended in Plan Book 203, Pages 284-285; as amended in Plan Book 203, Pages 436-437; as amended in Plan Book 203, Pages 527-528; as amended in Plan Book 203, Page 613; as amended in Plan Book 204, Pages 29-30 and as amended in Plan Book 204, Page 213-216.

The location of said units 27-33 as built is depicted on the Condominium Plat prepared by Sebago Technics, Inc. and recorded in said Registry in Plan Book 202, Page 667.

Subject to this Restated Seventh Amendment, Units #27-33 and their limited common elements shall continue to be incorporated into Radcliffe Glen Condominium as if created under in the Original Declaration as amended, and in accordance with foregoing amended Condominium Plans and Plats.

Section 2. **Identification and Allocated Interests.** All Units shall have the identifying numbers and Allocated Interests set forth in the attached **Restated Exhibit B**, which shall amend and restate in its entirety the original Exhibit B of the Original Declaration as amended to date.

Section 3. **Unit Boundaries.** All Units have the location and boundaries are as specified in the Declaration and as shown on said Plat and Floor Plans identified above.

Section 4. Except as amended hereby, the Original Declaration shall continue to fully apply to said Units and their limited common elements."

Witness the hands and seal of undersigned in our capacities as the President and Secretary of the Radcliffe Glen Condominium Association as of June 20, 2012.

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

By: _____
David Nutty, its President

Attest:

By: _____
_____, its Secretary

State of Maine
County of Cumberland, ss

June 20, 2012

Then personally appeared before me the above named David Nutty in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said association.

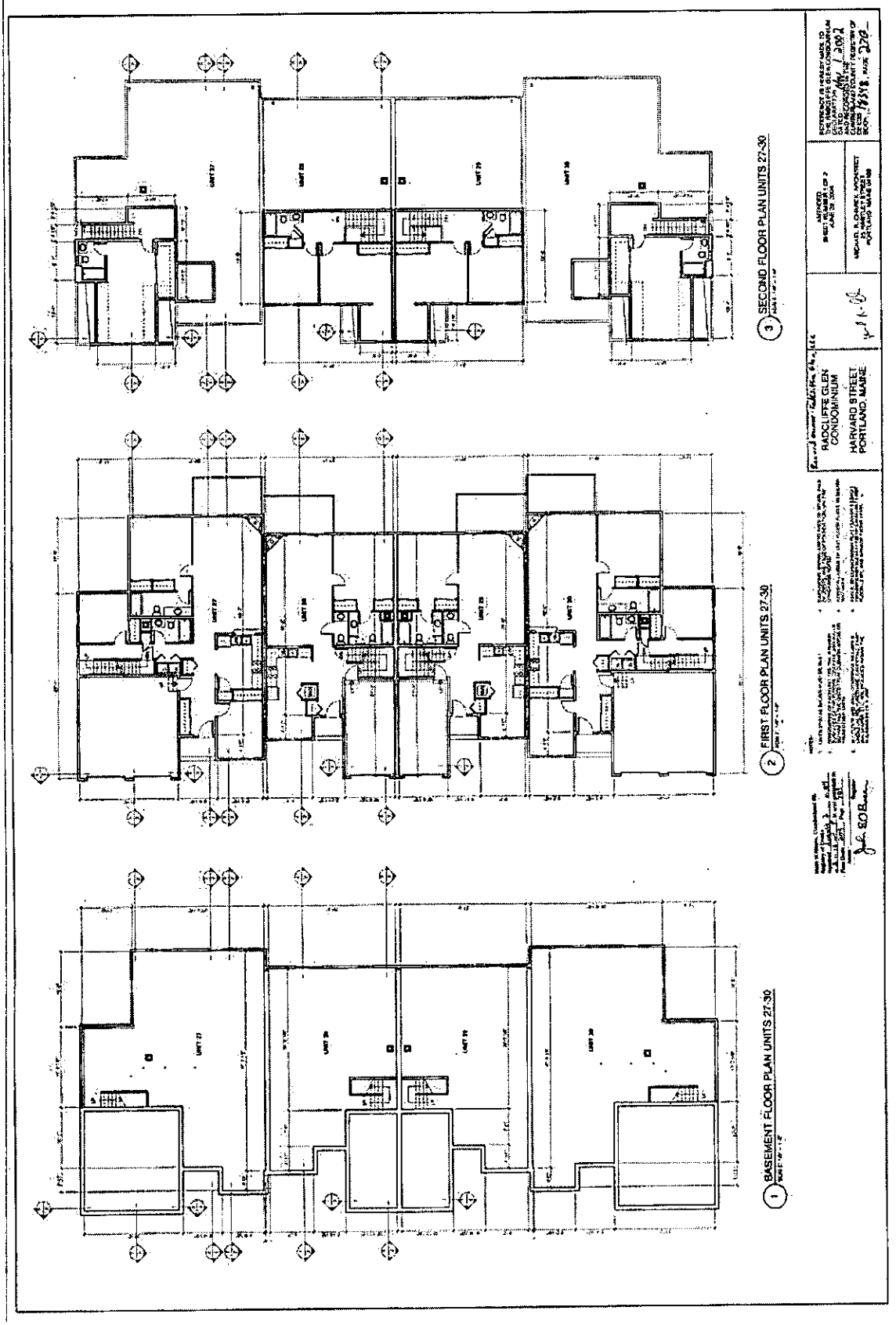
Before me,

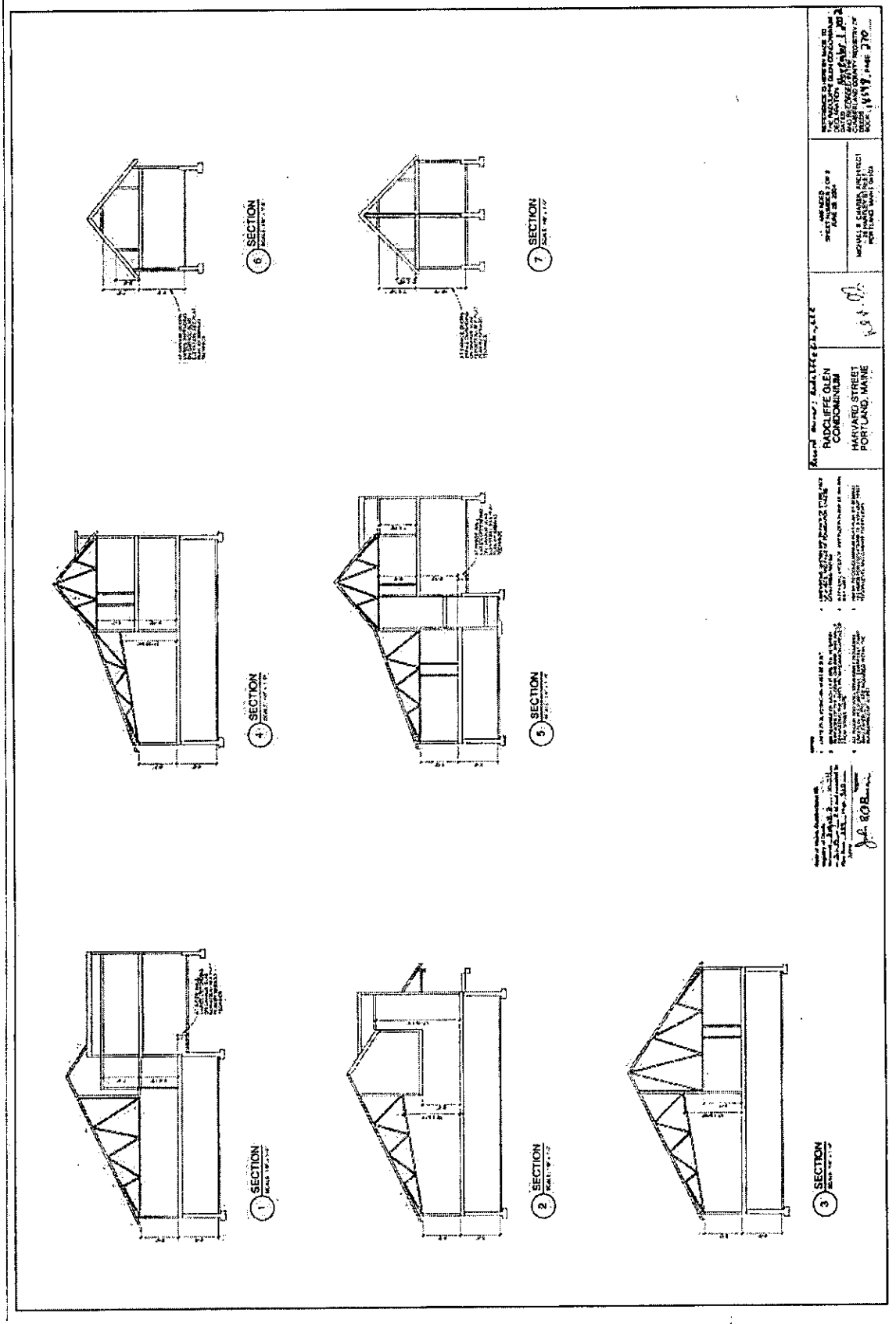
Sandra E. Rogers

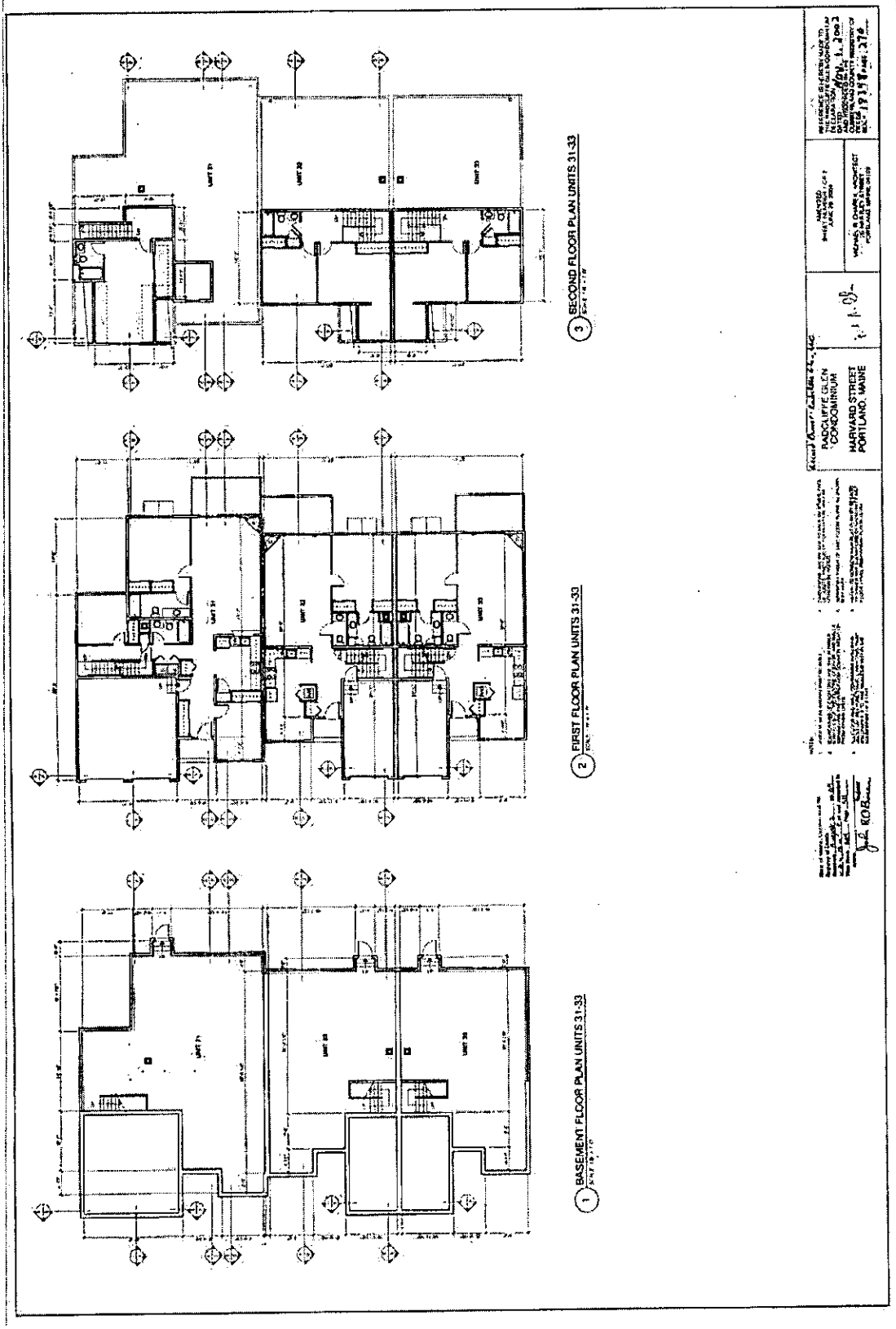
Notary Public/Attorney at Law
Name: _____

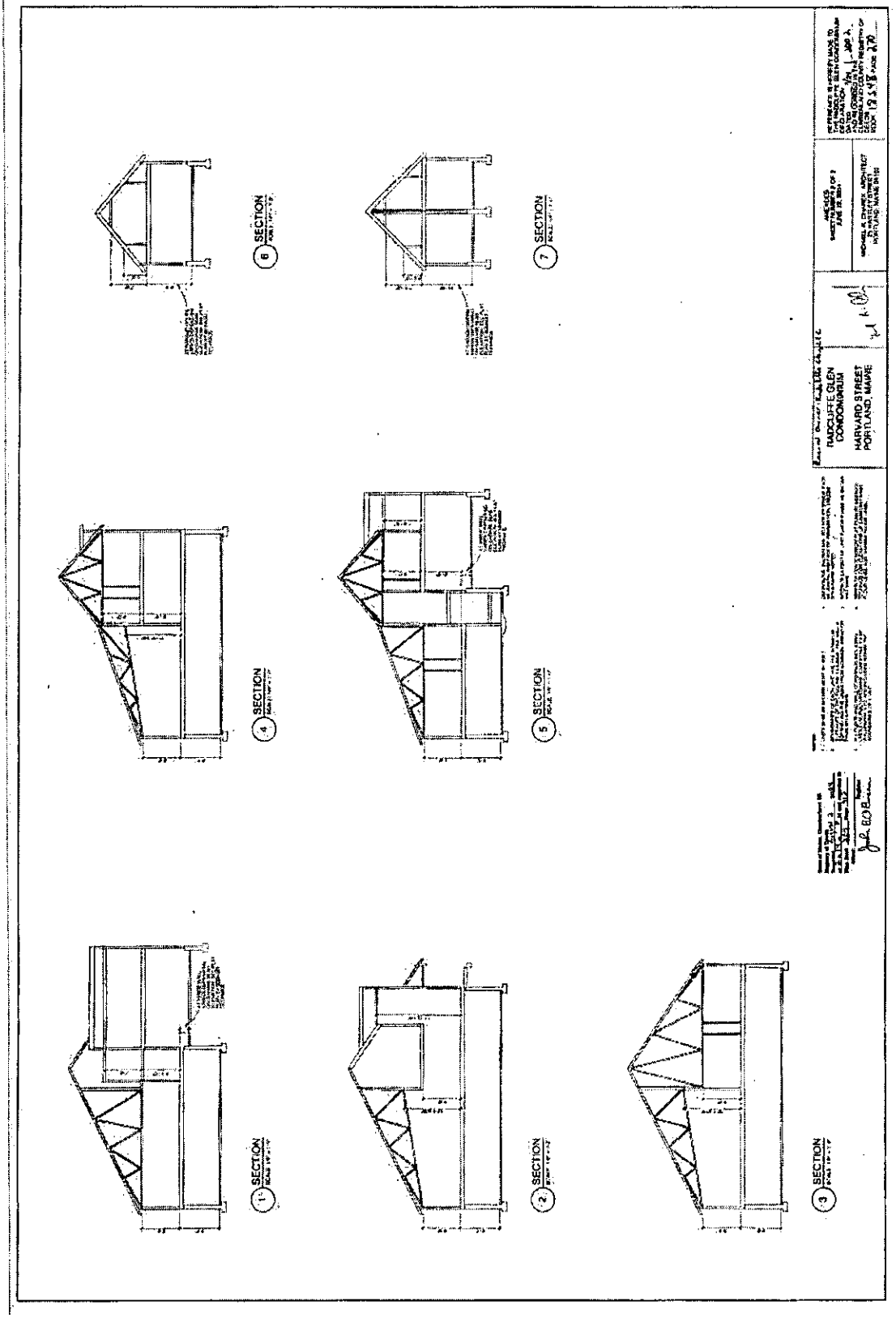
SANDRA E. ROGERS
Notary Public, Maine
My Commission Expires May 28, 2013

SEAL


3 SECOND FLOOR PLAN UNITS 27-30
2 FIRST FLOOR PLAN UNITS 27-30
1 BASEMENT FLOOR PLAN UNITS 27-30
RADCLIFFE GLEN CONDOMINIUM
HARVARD STREET
PORTLAND, MAINE


RADCLIFFE GLEN CONDOMINIUM
HARVARD STREET
PORTLAND, MAINE
1 SECTION
2 SECTION
3 SECTION
4 SECTION
5 SECTION
6 SECTION
7 SECTION


3 SECOND FLOOR PLAN UNITS 31-33
2 FIRST FLOOR PLAN UNITS 31-33
1 BASEMENT FLOOR PLAN UNITS 31-33
RADCLIFFE GLEN CONDOMINIUM
HARVARD STREET
PORTLAND, MAINE


1 SECTION
2 SECTION
3 SECTION
4 SECTION
5 SECTION
6 SECTION
7 SECTION
RADCLIFFE GLEN CONDOMINIUM
HARVARD STREET
PORTLAND, MAINE

RESTATED EXHIBIT B

Unit #	Assigned Sq Ft	Percentage Interest and # of Common Expense Allocation	Votes
1	1,947	3.242%	1
2	1,947	3.242%	1
3	1,947	3.242%	1
4	1,685	2.806%	1
5	1,685	2.806%	1
6	1,947	3.242%	1
7	1,947	3.242%	1
8	1,685	2.806%	1
9	1,685	2.806%	1
10	1,947	3.242%	1
11	1,947	3.242%	1
12	1,685	2.806%	1
13	1,685	2.806%	1
14	1,947	3.242%	1
15	1,947	3.242%	1
16	1,685	2.806%	1
17	1,685	2.806%	1
18	1,947	3.242%	1
19	1,947	3.242%	1
20	1,685	2.806%	1
21	1,685	2.806%	1
22	1,947	3.242%	1
23	1,947	3.242%	1
24	1,685	2.806%	1
25	1,685	2.806%	1
26	1,947	3.242%	1
27	1,947	3.242%	1
28	1,685	2.806%	1
29	1,685	2.806%	1
30	1,947	3.242%	1
31	1,947	3.242%	1
32	1,685	2.806%	1
33	1,685	2.806%	1
	60059	**100.000%**	**33**

Received
Recorded Register of Deeds
Aug 30,2012 02:47:12P
Cumberland County
Pamela E. Lovley

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
CONDITIONAL CONSENT

TO: ANNA NIEGOWSKA (the "Owner")

RADCLIFFE GLEN CONDOMINIUM Unit 28, Radcliffe Glen, Portland, Maine (the "Unit")

Re: 2 Sun Tunnels Home Improvements (the "Improvements").

The Board of Directors of Radcliffe Glen Condominium hereby conditionally consents to the construction of the Improvements with respect to the Unit.

This Consent is subject to the Owner's agreement as follows, by their acceptance of this Consent, on behalf of themselves and their successors and assigns, which shall run with the title to the Unit:

(a) The Owner shall be solely responsible for the construction, maintenance, repair and replacement of the Improvements in a good and workmanlike manner in accordance with all applicable building codes, the Plans and the Radcliffe Condominium Declaration.
(b) Owner shall be solely responsible for the payment of all costs and charges incurred with respect to the construction, maintenance, repair and replacement of the Improvements, including any expenses incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement.
(c) The Owner shall be strictly liable for any resulting damage to the Units and Common Elements, specifically including without limitation resulting rot or water damage to other portions of the building. At all times after such election each 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Association's review of the Plans does not constitute a representation that the Plans comply with code requirements.
(d) Owner further agrees to indemnify and hold the Association harmless from any mechanic's or materialman's liens or other unpaid expenses. Owner shall advise all contractors, suppliers and workmen of Owner's responsibilities under this Agreement, and that the Association has no responsibility for such costs and charges.
(e) Owner hereby agrees to indemnify and to hold harmless the Association, other Owners, their guests, invitees and family members from any loss or damage which may be suffered by the Association on account of the construction, maintenance, repair and replacement of the Improvements in violation of this Agreement, even if not due to the negligence or fault of Owner or due to the alleged fault or negligence of the Association.
(f) Before commencing construction of the improvements Owner shall cause the Owner's and the contractor's general liability insurance carriers to name the Association as a co-insured and to provide evidence thereof to the Association, with no less than 10 days

notice of cancellation to the Association, with all such insurance to be in an amount an from such carriers may be reasonably satisfactory to the Association.

(g) The Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged and duly recorded, and thereafter may seal up passageways and/or remove the Improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property at the sole expense of the Owner in a good and workmanlike manner. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of the Unit.

(h) The Owner further acknowledges that any change in the boundary lines of the unit and common elements requires the unanimous consent of all Owners, which has not been obtained.

(i) The Owner further agrees to pay all costs and expenses of the Association in entering into and enforcing this Agreement, including without limitation any legal expenses incurred by the Association.

(j) This consent shall not be effective until it is recorded in the Registry of Deeds.

Seen and agreed as the Owner:

Signature Virginia Wiggins

Date 7/9/12

****

Received
Recorded Register of Deeds
Oct 19,2012 02:19:25P
Cumberland County
Pamela E. Lovley

Dated: August 23, 2012

Radcliffe Glen Condominium Association

Shirley Wiggins
Witness

by: David Nutty
its President

State of Maine
County of Cumberland, ss

August 23, 2012

Then personally appeared before me the above named David Nutty in his/her capacity as President and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Notary Public
Paul V. Garrett

SEAL

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

DEED OF TRAIL and ACCESS EASEMENT

In consideration of the payment of one dollar, **RADCLIFFE GLEN CONDOMINIUM ASSOCIATION,** a Maine Non-profit corporation with a place of business in Portland, Maine ("Grantor"), being the association of owners of units in the **RADCLIFFE GLEN CONDOMINIUM** located in City of Portland, County of Cumberland, Maine, which Declaration is dated November 1, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270 as amended of record,

Hereby grants to **PORTLAND TRAILS**, a Maine not-for-profit corporation with a place of business at 305 Commercial Street, Portland, Maine 04101 ("Grantee") a perpetual nonexclusive easement over a strips of land for the maintenance and construct a trail located as shown on Exhibit A attached hereto (the "Trail Easement") and for access to the trail over Sullivan Court and Majors Court located as shown on Exhibit A attached hereto (the "Access Easement").

The Trail Easement granted to Grantee shall include the right to construct, maintain, replace, relocate and repair a trail (paved or unpaved) up to eight (8) feet in width trail located as shown on Exhibit A together with foot bridges, guard rails, bollards, retaining walls, signage with a face area not to exceed 1 foot square in dimensions exclusive of posts or mounting devices, and other similar appurtenances for purposes of pedestrian, bicycle and similar non-motorized (other than wheelchairs and any emergency vehicles operated by public authorities, which shall be permitted) recreational uses by the public during daylight hours, which uses may include without limitation picnicking, nature observation, cross country skiers and such other recreational uses as may now or in the future arise, subject, however, to such rules which Grantee may adopt from time to time in the interests of public safety and/or to protect the Trail Easement.

Grantor further covenants and agrees on behalf of itself, its successors and assigns, that the land which lies within the Trail Easement shall, except for the construction, maintenance, repair, relocation and/or replacement of the Trail and any appurtenances by Grantee, its successors or assigns shall, as provided and permitted herein, be maintained in its natural and wooded state and Grantor and Grantee shall not use or permit any use which would be contrary to such condition.

The Access Easement granted to Grantee shall include over Sullivan Court and Majors Court during the daylight hours over a strip six (6) feet in width located as shown on Exhibit A for purposes accessing the Trail Easement, and upon reasonable advance notice to the Grantor of bringing in workers and equipment for the maintenance and repair of the Trail and appurtenances upon reasonable advance notice to the Grantor, its successors and assigns, but in no event shall the parking of motor vehicles be permitted.

Both Grantor and Grantee acknowledge that this easement is being provided to Grantee for purposes of public recreation without charge. It is understood that the use herein granted is non-exclusive and that the primary use which Grantor makes of its land (of which the Easement Area is a part) is non-recreational.

Together with and hereby granting to Grantee the right within the Trail Easement to periodically trim trees and to remove dead, diseased or fallen trees (including "leaners") and to selectively clear undergrowth and make plantings to (1) prevent erosion, (2) preserve existing views and (3) provide for public safety, all in accordance with good forestry and landscaping management practices, it being the intent hereof that this easement shall also be a conservation easement pursuant to 33 M.R.S.A. § 476 et seq.

Notwithstanding any other provisions of these Easements, no alcoholic beverages may be brought onto the Easement Area, nor shall any fires be kindled, nor is any parking permitted on the Easement Area or elsewhere on the Grantor's property, nor is any parking of motor vehicles permitted. Subject to any rights of the City of Portland, or of public utilities in the Easement Areas.

Grantee acknowledges that Grantor shall have no responsibility for the safety of any persons entering upon the Easement Area and that Grantor claims the rights and protections against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), the Maine Tort Claims Act, and under any other applicable provision of law and equity.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed on October 2, 2012.

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

Cheryl Hugill
Witness

By: David J Nutty
Its: President
Print Name: David J Nutty

Cheryl Hugill
Witness

By: Heather K Thompson
Its: Secretary
Print Name: Heather Thompson

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. Oct 2, 2012

Personally appeared the above-named DAVID NUTTY/HEATHER THOMPSON of RADCLIFFE GLEN CONDOASSOC, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

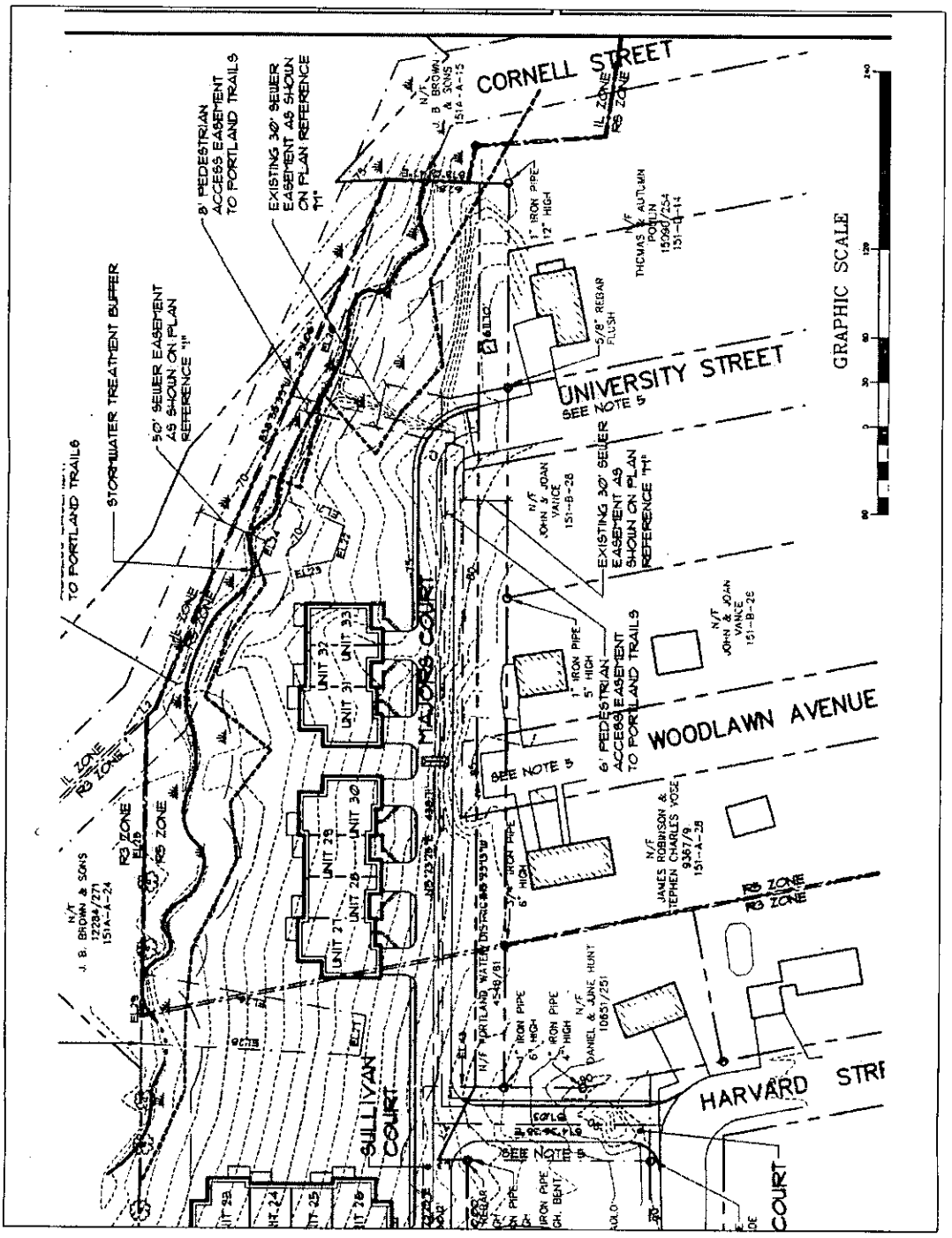
Notary Public/Attorney-at-Law

Trail Esmt Radcliffe Glen Prtld Trails 10-2-2012
10/2/2012 10:53 AM

PAUL V. GARRETT
Notary Public, Maine
My Commission Expires June 23, 2013

SEAL

EXHIBIT A



Trail Esmt Radcliffe Glen Prtld Trails 10-2-2012
10/2/2012 10:53 AM

Received
Recorded Register of Deeds
Oct 24,2012 09:01:19A
Cumberland County
Pamela E. Lovley

IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made by and between the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION (hereinafter, "the Association",) a Maine non-profit corporation with a principal place of business in Portland, Maine (the "Association"), by and through its duly established Board of Directors ("the Board"), and Stephen and Heidi Godsoe, owners and occupants of the condominium unit located at 25 Nicholas Court, Portland, Maine 04103, within the confines of the Association's condo development known as Radcliffe Glen.

Hereinafter, the Godsoes are referred to as "Owners". Stephen Godsoe at all times relevant hereto is and has been an "at large" member of the Board..

INTRODUCTORY STATEMENTS:

A. This agreement is created to supplement prior approval by the Association's Board of Directors ("the Board") of request by Owners to construct improvements to Limited Common Elements affixed to their unit, specifically, to extend their rear deck by 4 feet in depth with new railings, as detailed in the request. The request was submitted to the Board in writing during the summer, 2022. A copy of the request is attached hereto as Exhibit A.

B. A portion of the Board minutes of the duly-held Board meeting of August 17, 2022, approving the Owners' request is attached hereto as Exhibit B.

C. Owners have acquired the requisite Building Permit from the City of Portland.

D. This Agreement is made on recommendation of counsel for Radcliffe Glen Condominium Association and is premised on counsel's advice that extending the deck over Common Elements (the ground) is not a reallocation of Common Elements to Limited Common Elements and that the extended deck will be a Limited Common Element as the original..

The Association and the Owners hereby agree as follows:

1. <u>Construction</u>

A. Owners shall cause the requested improvements to be constructed in a good and workmanship manner and in accordance with all applicable laws, standards, and codes, with any details not specified to be generally in accordance with the design and construction of other structures in the Association.

B. Owners' contractor may drive its vehicles onto Common Elements as necessary to have access to the work site. Owners are permitted to cause support post footings to be dug and installed as required. Owners shall cause all disturbed or damaged grass to be repaired as soon as feasible upon completion of the work. The Owners shall be solely responsible for any loss on account of physical damage to any person, to any Units, or to the Common Elements, arising from the construction of the extension.

C. Owners agree to indemnify and hold the Association harmless from any mechanic's or materialmen's liens resulting from the work at the sole cost and expense of the Owners.

2. **Maintenance**. The responsibility as between Owners and the Association for the repair and maintenance of the improvements shall be the same as currently in effect in the Association's Bylaws and/ or Rules and Regulations, with costs thereof to be borne as provided therein.

3. **Insurance**. Owners agree to pay any increase in the Association's annual insurance policy attributable to the construction of the extended deck, in an amount as determined by the insurance carrier. Such payment shall be made by a pro-rated increase in Owner's monthly HOA fees commencing with the first month in which such increase takes effect. Owners acknowledge that the initial premium increase amount may be increased from time to time by the same percentage that the overall Association policy premium is increased.

4. **General**.

A. Owners acknowledge that construction of the improvements is subject to applicable provisions of the Association's governing documents, all of which are incorporated herein by this reference.

B. This Agreement shall be binding upon the parties and their heirs, successors and assigns, and if there is more than one Owner then they shall be jointly and severally liable.

C. This Agreement may not be changed or modified, except in writing signed by all parties hereto or by their respective successors in interest.

D. This Agreement shall be governed by the laws of the State of Maine.

E. This Agreement is a reiteration of the Improvements Agreement signed by the parties on March 13, 2023, without amendment except for the provision for notarization below and that it is not signed in duplicate originals.

SIGNED AND DATED this 19 day of April, 2023, by:
RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

SEAL

THE ASSOCIATION:
By and through its Board of Directors, by:

DAVID NUTTY, President

OWNERS:

STEPHEN GODSOE

HEIDI GODSOE
25 Nicholas Court

COUNTY OF CUMBERLAND)
) ss.
STATE OF MAINE)

SUBSCRIBED AND SWORN TO BEFORE ME on this 19th day of April, 2023, by the above-named David Nutty, Stephen Godsoe, and Heidi Godsoe, each of whom is personally known to me, and each of whom is of sound mind, is under no duress, and has knowingly and voluntarily signed the foregoing Improvements Agreement.

Notary Public

My Commission Expires:
11/10/26

IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made by and between the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION (hereinafter, "the Association",) a Maine non-profit corporation with a principal place of business in Portland, Maine (the "Association"), by and through its duly established Board of Directors ("the Board"), and Stephen and Heidi Godsoe, owners and occupants of the condominium unit located at 25 Nicholas Court, Portland, Maine 04103, within the confines of the Association's condo development known as Radcliffe Glen.

Hereinafter, the Godsoes are referred to as "Owners". Stephen Godsoe at all times relevant hereto is and has been an "at large" member of the Board..

INTRODUCTORY STATEMENTS:

A. This agreement is created to supplement prior approval by the Association's Board of Directors ("the Board") of request by Owners to construct improvements to Limited Common Elements affixed to their unit, specifically, to extend their rear deck by 4 feet in depth with new railings, as detailed in the request. The request was submitted to the Board in writing during the summer, 2022. A copy of the request is attached hereto as Exhibit A.

B. A portion of the Board minutes of the duly-held Board meeting of August 17, 2022, approving the Owners' request is attached hereto as Exhibit B.

C. Owners have acquired the requisite Building Permit from the City of Portland.

D. This Agreement is made on recommendation of counsel for Radcliffe Glen Condominium Association and is premised on counsel's advice that extending the deck over Common Elements (the ground) is not a reallocation of Common Elements to Limited Common Elements and that the extended deck will be a Limited Common Element as the original..

The Association and the Owners hereby agree as follows:

1. Construction

A. Owners shall cause the requested improvements to be constructed in a good and workmanship manner and in accordance with all applicable laws, standards, and codes, with any details not specified to be generally in accordance with the design and construction of other structures in the Association.

B. Owners' contractor may drive its vehicles onto Common Elements as necessary to have access to the work site. Owners are permitted to cause support post footings to be dug and installed as required. Owners shall cause all disturbed or damaged grass to be repaired as soon as feasible upon completion of the work. The Owners shall be solely responsible for any loss on account of physical damage to any person, to any Units, or to the Common Elements, arising from the construction of the extension.

C. Owners agree to indemnify and hold the Association harmless from any mechanic's or materialmen's liens resulting from the work at the sole cost and expense of the Owners.

2. **Maintenance**. The responsibility as between Owners and the Association for the repair and maintenance of the improvements shall be the same as currently in effect in the Association's Bylaws and/or Rules and Regulations, with costs thereof to be borne as provided therein.

3. **Insurance**. Owners agree to pay any increase in the Association's annual insurance policy attributable to the construction of the extended deck, in an amount as determined by the insurance carrier. Such payment shall be made by a pro-rated increase in Owner's monthly HOA fees commencing with the first month in which such increase takes effect. Owners acknowledge that the initial premium increase amount may be increased from time to time by the same percentage that the overall Association policy premium is increased.

4. **General**.

A. Owners acknowledge that construction of the improvements is subject to applicable provisions of the Association's governing documents, all of which are incorporated herein by this reference.

B. This Agreement shall be binding upon the parties and their heirs, successors and assigns, and if there is more than one Owner then they shall be jointly and severally liable.

C. This Agreement may not be changed or modified, except in writing signed by all parties hereto or by their respective successors in interest.

D. This Agreement shall be governed by the laws of the State of Maine.

SIGNED AND DATED IN DUPLICATE ORIGINALS this 13th day of March, 2023, by:

THE ASSOCIATION:
By and through its Board of Directors, by:

DAVID NUTTY, President

OWNERS:

STEPHEN GODSOE

HEIDI GODSOE
25 Nicholas Court

07/26/2022

To David Nutty and other Members of the Board of Directors:

Heidi and I respectfully request permission of the Board to extend our back deck using essentially the same plans as those approved for the Henrys on the other end of our four-unit building. In support of this request, we adopt and incorporate into this request the substance of the request made by the Henrys, subject to any changes noted below. We (and the Henrys) have lined up four potential contractors to do this work for both of us during the same period (likely in the Fall). All of these are experienced professionals who are licensed and insured and will obtain the necessary permits from the City of Portland.

Our unit is next to the large grassed common area, and is the mirror image of the Henrys on the other end of the building. After meeting with three of the four potential contractors, we have decided with the Henrys that AZEK Slate Grey composite deck boards would closely match the existing decks and would be a superior product. We would probably "picture frame" the deck, and additionally, like the Henrys, would employ a design that uses screws covered by plugs so that no screws would be visible (a definite improvement). As with the Henrys, we have learned that the under framing would be replaced with products representing current best construction practices, resulting in a deck superior to what we have now. The new railings would be similar in appearance to the existing but of superior quality.

There are arbor vitae trees extending out past our deck between our unit and the common grassed area. Susanna's deck is set back four feet from our existing deck. I (Stephen) have informed Susanna of our intention to submit this request, and of the relevant details including the possibility she would be able to see a small piece of the outside corner of the extension from her unit. Susanna told us she has does not feel an extension as described would present a problem for her and that she has no objection to it.
In addition, like the Henrys, we would replace the front porch decking with the AZEK Slate Gray.

Sincerely,

Heidi and Stephen Godsoe

25 Nicholas Court

Steve (207) 659-3057, segodsoe44@gmail.com

Heidi (207) 659-3017, heidigodsoe@gmail.com

EXHIBIT A

No subject

Doc#: 11686 Bk:40081 Ps: 156

Richard Henry <rchenry1@comcast.net> 11:38 AM

To Richard Henry

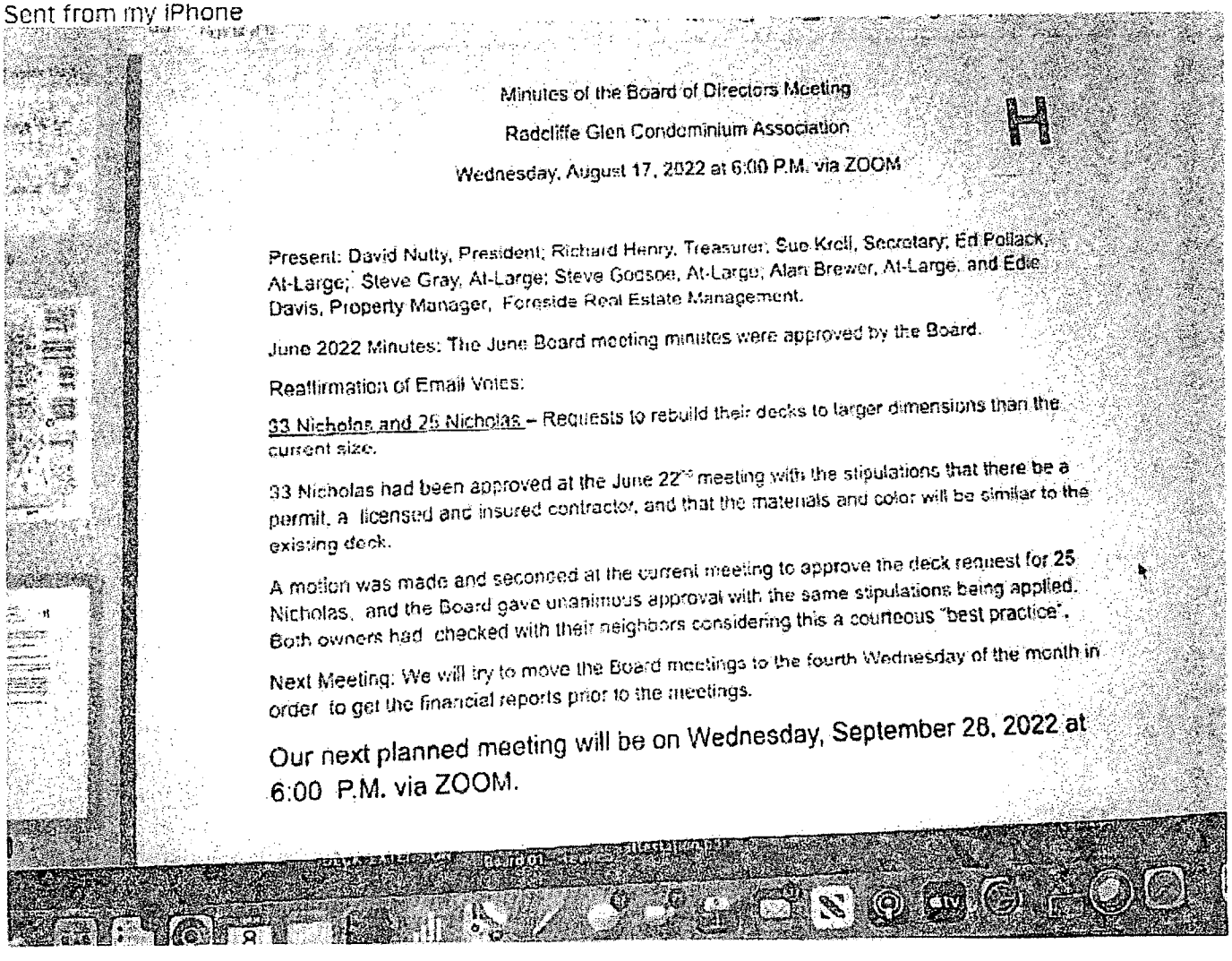
Reply Forward Delete

Received
Recorded Register of Deeds
Apr 19,2023 01:12:46P
Cumberland County
Jessica M. Spaulding

1 attachment View Download

IMG_3257.jpg (6.0 MB)

Sent from my iPhone



Minutes of the Board of Directors Meeting

Radcliffe Glen Condominium Association

Wednesday, August 17, 2022 at 6:00 P.M. via ZOOM

Present: David Nutty, President; Richard Henry, Treasurer; Sue Krell, Secretary; Ed Pollack, At-Large; Steve Gray, At-Large; Steve Goosoe, At-Large; Alan Brewer, At-Large, and Edie Davis, Property Manager, Foreside Real Estate Management.

June 2022 Minutes: The June Board meeting minutes were approved by the Board.

Reaffirmation of Email Votes:

33 Nicholas and 25 Nicholas – Requests to rebuild their decks to larger dimensions than the current size.

33 Nicholas had been approved at the June 22nd meeting with the stipulations that there be a permit, a licensed and insured contractor, and that the materials and color will be similar to the existing deck.

A motion was made and seconded at the current meeting to approve the deck request for 25 Nicholas, and the Board gave unanimous approval with the same stipulations being applied. Both owners had checked with their neighbors considering this a courteous "best practice".

Next Meeting: We will try to move the Board meetings to the fourth Wednesday of the month in order to get the financial reports prior to the meetings.

Our next planned meeting will be on Wednesday, September 28, 2022 at 6:00 P.M. via ZOOM.

EXHIBIT B

IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made by and between the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION (hereinafter, "the Association",) a Maine non-profit corporation with a principal place of business in Portland, Maine (the "Association"), by and through its duly established Board of Directors ("the Board"), and Richard and Sharon Henry, owners and occupants of the condominium unit located at 33 Nicholas Court, Portland, Maine 04103, within the confines of the Association's condo development known as Radcliffe Glen.

Hereinafter, the Henrys are referred to as "Owners". Richard Henry at all times relevant hereto is and has been a member of the Board. and its Treasurer, an officer position..

INTRODUCTORY STATEMENTS:

A. This agreement is created to supplement prior approval by the Association's Board of Directors ("the Board") of request by Owners to construct improvements to Limited Common Elements affixed to their unit, specifically, to extend their rear deck by 4 feet in depth with new railings, as detailed in the request. The request was submitted to the Board in writing during the summer, 2022. A copy of the request is attached hereto as Exhibit A.

B. A portion of the Board minutes of the duly-held Board meeting of June 22, 2022, approving the Owners' request, is attached hereto as Exhibit B.

C. Owners have acquired the requisite Building Permit from the City of Portland.

D. This Agreement is made on recommendation of counsel for Radcliffe Glen Condominium Association and is premised on counsel's advice that extending the deck over Common Elements (the ground) is not a reallocation of Common Elements to Limited Common Elements and that the extended deck will be a Limited Common Element as the original..

The Association and the Owners hereby agree as follows:

1. <u>Construction</u>

A. Owners shall cause the requested improvements to be constructed in a good and workmanship manner and in accordance with all applicable laws, standards, and codes, with any details not specified to be generally in accordance with the design and construction of other structures in the Association.

B. Owners' contractor may drive its vehicles onto Common Elements as necessary to have access to the work site. Owners are permitted to cause support post footings to be dug and installed as required. Owners shall cause all disturbed or damaged grass to be repaired as soon as feasible upon completion of the work. The Owners shall be solely responsible for any loss on account of physical damage to any person, to any Units, or to the Common Elements, arising from the construction of the extension.

C. Owners agree to indemnify and hold the Association harmless from any mechanic's or materialmen's liens resulting from the work at the sole cost and expense of the Owners.

2. **Maintenance**. The responsibility as between Owners and the Association for the repair and maintenance of the improvements shall be the same as currently in effect in the Association's Bylaws and/ or Rules and Regulations, with costs thereof to be borne as provided therein.

3. **Insurance**. Owners agree to pay any increase in the Association's annual insurance policy attributable to the construction of the extended deck, in an amount as determined by the insurance carrier. Such payment shall be made by a pro-rated increase in Owner's monthly HOA fees commencing with the first month in which such increase takes effect. Owners acknowledge that the initial premium increase amount may be increased from time to time by the same percentage that the overall Association policy premium is increased.

4. **General**.

A. Owners acknowledge that construction of the improvements is subject to applicable provisions of the Association's governing documents, all of which are incorporated herein by this reference.

B. This Agreement shall be binding upon the parties and their heirs, successors and assigns, and if there is more than one Owner then they shall be jointly and severally liable.

C. This Agreement may not be changed or modified, except in writing signed by all parties hereto or by their respective successors in interest.

D. This Agreement shall be governed by the laws of the State of Maine.

E. This Agreement is a reiteration of the Improvements Agreement signed by the parties on March 13, 2023, without amendment except for the provision for notarization below,, and that it is not signed in duplicate originals.

SIGNED AND DATED this 19th day of April, 2023, by:
RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

THE ASSOCIATION:
By and through its Board of Directors, by:

DAVID NUTTY, President

OWNERS:

RICHARD HENRY

SHARON HENRY
33 Nicholas Court

SEAL

EDITH A. DAVIS
NOTARY PUBLIC
MAINE
My Commission Expires

COUNTY OF CUMBERLAND)
) **ss.**
STATE OF MAINE)

SUBSCRIBED AND SWORN TO BEFORE ME on this 19th day of April, 2023, by the above-named David Nutty, Richard Henry, and Sharon Henry, each of whom is personally known to me, and each of whom is of sound mind, is under no duress, and has knowingly and voluntarily signed the foregoing Improvements Agreement.

Notary Public

My Commission Expires:
11/10/26

To David Nutty and other Members of the Board of Directors:

Sharon and I respectfully request permission of the Board to extend our back deck. The deck as it now exists is 8 feet deep and 15 feet wide. Our proposal is to extend the porch by 4 feet directly out, to make the deck 12 feet deep and 15 feet wide. — i.e., there would be no lateral extension. The reason for this request is that we wish to expand our outdoor living space in a way not otherwise available to us, while also adding value to our unit and Radcliffe Glen. We would also like the option to replace the front porch to match new rear deck wood.

In support of this request, we submit the following:

1. Our decking is now approaching 20 years old. Most decking of this type now carries a 25-year warranty. The deck material (composite, believed to be TREX) is nearing its expected life end. It has lost much of its original coloration. The color has faded and become uneven, and the surface is showing signs of etching, degradation, and wear. In at least one area two adjacent boards are showing rot, and in other areas we see what appears to be the beginning of more rot where moisture gets trapped between the boards. We are advised that these conditions are at least partially the result of the boards not being properly laid in the first place, i.e., being installed with no spacing between the boards such that water cannot drain out.

2. Replacement decking and extension decking would be of material similar to but superior to our existing, and of a gray hue similar to the existing. Because of fading, loss of color, and changes to ther surface of our current deck, we cannot locate new deck material of exactly the same structure, faded gray color, or surface texture.

3. Our deck railing as originally installed has become increasingly problematic. The left outside corner vertical support post has become unstable, "gives" whenever any lateral pressure is exerted against it, and is believed subject to collapse and therefore to be unsafe. We suspect the PVC-encased wooden post there may be unattached or rotting at its base. Portions of the horizontal railing were cut too short and are continually separating from the vertical support posts in at least two areas. The left section of rail at our wall is now held together with rope to prevent it from falling apart. We feel that portions of the railing needs be rebuilt, at a minimum..

4. If this request is granted, the porch would essentially be rebuilt with all new decking and railing. If this request is not granted we will eventually have to replace the decking and probably portions of the railing anyway. An extension, if granted, would give us a perfect opportunity to create a new and improved deck. The deck under-framing appears sound. We believe (subject to professional assessment) that it would not need replacement in whole or in part. The entire project would be done in accordance with applicable codes, regulations, current construction standards., and any required permits.

5. The extension and other work would be performed by licensed and insured workmen qualified to do such work as recommended by Hammond Lumber or other qualified vendor.

6. Our original decking is attached to the under-framing with many screws. Many of the screw heads have risen a bit above the surface of the deck and are rusting. New decking we are considering has grooves on both sides much like wood flooring in a home and would be joined with connectors fit into the grooves, without screws. The connectors would create spaces between the boards of about 1/8" in accordance with manufacturers' specifications. New boards would be purchased in 16-foot lengths in the same width as the originals, so the only seams would be along the lengths of the boards. Our current boards are 15 feet, 10 inches long, so there would be minimal waste. The new varieties of decking we have seen carry warranties of from 25 to 50 years.

7. Ours is an end unit with about 100 feet of woods between us and the north units on Feeney Way. We have only woods to the east of our unit. Though perhaps not a significant issue, the back of our unit is virtually invisible to any other unit except in winter, and then only barely from the Feeney condos, and an extension would not change that view. (We do not believe a view of any modestly extended deck in Radcliffe Glen from another unit across an expanse of common area would be very noticeable, or objectionable). A very small piece of the southwest corner of the outside limit of an extension would be minimally visible to our next-door neighbor , Mary Duffy, at 31 Nicholas, from her deck. There are arbor vitae trees between our units, and the outside edge of Mary's deck is set back four feet from our deck.

8. The distance from the outside limits of the proposed extension to the grassy berm between our unit and the woods is 6 feet. There would be no obstruction to snow machinery making oil paths to units, or to our landscapers' lawnmowers or any other equipment. Any inconvenience to any of them would be negligible at worst. The ground surface greenery now existing, which the extension would be built over, is very short marginal grass that never grows and is never mowed — an essentially unused and unusable part of the common area.

We have attached to this note the following photographs:

A. A view showing the proposed extension area marked with white flour and orange stakes;

B. A view showing the relative positions of our deck and Mary Duffy's that includes the marked extension area;

C. A section of rotted decking; and

D. A photo of the rope holding part of the railing together.

The units in our section are now nearly 20 years old. As they age, various aspects of them may need repair, enhancements, and improvements that not only maintain their appearances and values, but sometimes improve upon them. New boards and railing would not only rehabilitate our deck; we believe that a concurrent modest extension would be a very beneficial improvement that would add significant value to our unit; that it would not in any way impair or diminish the value of any other unit or be a detriment to the attractiveness of Radcliffe Glen as an association; and that it might even indirectly add value to the entire association. Re-boarding the front porch to match the rear deck would be an additional benefit.

Whatever the characterization of our back deck or front porch as part of Radcliffe Glen, we would assume financial responsibility for all of the requested work.

Thank you for your consideration of this request. We invite all Board members to examine the site area and our deck and front porch. Samples of possible new decking (Trex and Timber-Tech) are on our front porch. Please let us know if the Board would like additional information, details, drawings, or anything else, and/or if there would be specific conditions, requirements, and/or modifications of our plans, as prerequisites to approval.

Sincerely,
(S)
Richard and Sharon Henry
33 Nicholas Court
520-661-7776/7667 (Cells)
rchenry1@comcast.net
sharic1@comcast.net

Doc#: 11687 Bk:40081 Pg: 161

Minutes of the Executive Board Meeting Radcliffe Glen Condominium Association Board Meeting Wednesday, June 22, 2022 at 6:00 P.M. via Zoom

Present: David Nutty, President; Richard Henry, Treasurer; Alan Brewer, At-Large; Ed Pollack, At-Large; Steve Gray, At-Large, Steve Godsoe, At-Large and Edie Davis, Property Manager, Foreside Real Estate Management.

Call to Order: President David Nutty called the meeting to order at 6:03.

April 2022 Minutes: The April minutes were approved by the Board.

****

Request for Modification of Deck at 33 Nicholas: The Board voted to approve the request to replace and extend the deck at 33 Nicholas as long as there is a permit, a licensed and insured contractor and the materials and color are similar to the existing deck.

****

Next Meeting: Wednesday, July 27th if needed. **Adjournment:** David adjourned the meeting at 7:25.

Received
Recorded Register of Deeds
Apr 19,2023 01:13:17P
Cumberland County
Jessica M. Spaulding

EXHIBIT B

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION
Portland, Maine

CERTIFICATE OF
AMENDMENTS TO THE DECLARATION and BY-LAWS

The undersigned hereby certify that the following Amendments to the Declaration and the Bylaws of the **RADCLIFFE GLEN CONDOMINIUM** located in City of Portland, County of Cumberland, Maine, which Declaration is dated November 1, 2002, and recorded in the Cumberland County Registry of Deeds in Book 18348, Page 270 as amended of record, were duly adopted at the annual meeting of the Unit Owners held on May 24, 2023 by the affirmative vote of 67% or more in interest vote of the Unit Owners, there being no Eligible Mortgage Holders.

1. Declaration Article VI, Section 6.1 is hereby amended and restated as follows:

"**6.1. Board of Directors**. Except as otherwise provided in Section 1603-103(b) of the Act, the Board may act on behalf of the Association and shall have all of the powers necessary for the administration of the affairs of the Association. A Board of Directors composed of no less than three (3) and no more than seven (7) natural persons shall govern the affairs of the Association. Members of the Board shall be Unit Owners, or spouses of Unit Owners, or in the case of a corporation, partnership, trust or estate, a designated agent thereof.

2. Bylaws Article III, Section 3.1 is hereby amended and restated as follows:

3.1 Number and Qualifications. The affairs of the Association shall be governed by an Board of Directors composed of no less than three (3) and no more than seven (7) natural persons, as the Board may determine from time to time. Each member of the Board of Directors shall be a Unit Owner or spouse of a Unit Owner, or in the case of a Unit Owner that is a corporation, partnership, trust or estate, a designated agent, as the case may be. A Unit Owner must be current in the payment of all condominium fees to be elected (or have its agent elected) to the Board of Directors.

3. Bylaws Article III, Section 3.2.1 is hereby amended and restated as follows:

3.2.1 At annual meetings of the Association, the election of members of the Board of Directors shall be held. At the first election following adoption of these Amendments, the membership shall elect seven (7) members of the Board of Directors. The terms of these seven (7) Board members shall vary between 1 and 3 years, with the specific allocation of terms determined by the Board of Directors. The purpose of these varied terms is to stagger the terms of the members of the Board of Directors so that no more than one-half (1/2) of the members of the Board of Directors are replaced at any annual meeting.

At the second election following adoption of these Amendments and at each election thereafter, each Board member elected shall be elected to a term of three (3) years. Each member of the Board of Directors shall hold office until the earlier to occur of the election of his or her respective successor, or his or her death, adjudication of incompetence, removal or resignation. A Board member may be elected to succeed himself or herself for an unlimited number of terms.

4. General. Capitalized terms shall have the meaning set forth in the Declaration and Bylaws. The term "Board of Directors" as used herein shall have the same meaning as the "Executive Board" referenced elsewhere in the Declaration and Bylaws.

Witness the hands and seal of undersigned in our capacities as the President and Secretary of the Radcliffe Glen Condominium Association as of May 31, 2023.

RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

By: David J. Duffy, its President

Attest:

By: Susan C. Kroll its Secretary

State of Maine
County of Cumberland, ss

May 31, 2023

Then personally appeared before me the above named David J. Duffy and Susan Kroll in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said association.

Before me,

Notary Public/~~Attorney at Law~~
Name: Edith H. Davis

Received
Recorded Register of Deeds
Jun 01,2023 11:35:11A
Cumberland County
Jessica M. Spaulding

SEAL

DECLARATION OF RADCLIFFE GLEN CONDOMINIUM PORTLAND, MAINE

This Declaration is made by **NIAL CONSTRUCTION, INC.**, a Massachusetts corporation with place of business at 191 State Road, Suite 2, Kittery, Maine 03904 (hereinafter "Declarant"), as the owner in fee simple of the real estate described herein.

ARTICLE I
Submission, Defined Terms, Notice, Use

Section 1.1. Submission of Property. Declarant hereby submits the real estate situated in the City of Portland, County of Cumberland and State of Maine, hereinafter described in **Exhibit A** attached hereto, together with all buildings and improvements already thereon and those buildings and improvements to be put thereon in the future as described more particularly hereinafter (collectively the "Property") to the provisions of Chapter 31 of Title 33 Maine Revised Statutes Annotated, as it may be amended, known as the Maine Condominium Act (the "Act") and hereby creates with respect to the Property a condominium to be known as the RADCLIFFE GLEN CONDOMINIUM (hereinafter the "Condominium"). Initially the condominium shall consist of the land described in **Exhibit A** and four (4) units to be constructed and the Common and Limited Common Elements to be constructed. As set forth in this Declaration, the Declarant reserves various development rights including the right to create an additional twenty-nine (29) units for a total of thirty-three (33) condominium units, the right to add land and additional Common and Limited Common Elements, as shown on the Plats and Plan filed herewith. The Property is submitted together with and subject to all easements, rights and appurtenances thereto belonging and subject to the matters referred to in **Exhibit A** and the By-Laws of the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION (hereinafter "the Association").

The plat of the land submitted to the provisions of the Act entitled "Condominium Plat of Radcliffe Glen, Portland, Maine" prepared by Sebago Technics, Inc., and dated October 25, 2002 is recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 667. The plan of improvements for "Radcliffe Glen" by Michael Charek Architects, and dated November 6 2002 is recorded in the Cumberland County Registry of Deeds Plan Book 202 Page 668 669 (the "Plat and the Plans").

Section 1.2. Defined Terms. The terms used in this Declaration (and its attachments including the Plat and Plans) shall have the meanings specified in the Condominium Act except as otherwise defined herein.

Section 1.3. Name of Condominium, Address of Condominium. The name of the condominium is RADCLIFFE GLEN CONDOMINIUM. The address of the Condominium is Harvard Street, Portland, Maine. The name of the Owners' Association is the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION. References herein to the Board of Directors or Executive Board shall mean the Board of Directors of the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION.

Section 1.4. Notice to Unit Owners and Others. The Executive Board, through its Secretary, or other designated officer, shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of Unit Owners and/or Eligible Mortgage Holders to be sent in writing by U.S. Mail, postage prepaid or to be personally delivered, to all Unit Owners and all Eligible Mortgage Holders at the address filed with the Executive Board by said owners and mortgage holders not less than ten (10) days and not more than forty-five (45) days prior to the proposed meeting or action. Such notice shall be deemed to be given when so delivered in person or when mailed, except for notices of change of address which shall be deemed to have been given when received. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number

of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration and By-Laws, any budget changes and any proposal to remove a director or officer. All notices to the Board of Directors shall be sent by U.S. Mail to the care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice to all Unit Owners and to all Eligible Mortgage Holders.

Section 1.5. Uses and Restrictions. In order to provide for peaceful occupancy and quiet enjoyment of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a) The Units are restricted to private residential use, including residential activities engaged in by Unit Owners, members of the Unit Owners' immediate family, guests and other authorized occupants, licensees and visitors of the Unit Owners.
b) These Units may not be used for a professional, business, commercial, industrial or manufacturing purposes, or primarily for storage.
c) No storage rights shall exist outside the Unit. Any boats, snowmobiles, all-terrain vehicles, or other similar items so designated by the Association, must be stored within the garage appurtenant to each Unit and shall not be kept outside the Unit. No unregistered or disabled motor vehicles shall be stored or maintained outside the Unit.
d) Any outside deck or patio area shall be free of any items with the exception of patio furniture, barbecue, grills or other items of a similar nature and use. No improvements can be made to wall in, roof over or convert the deck into a building of any kind.
e) 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.
f) 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 a dwelling in a multi-family structure, without the prior written permission of the Executive Board.
g) No owner of a Unit may erect any sign on or in a Unit or any Limited Common Element that is visible from outside such Unit, without in each instance having obtained the prior written permission of the Executive Board. No owner of a Unit shall make any structural addition, alteration, or improvement in or to any building nor shall the owner paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent thereto of the Board of Directors.
h) A Unit Owner shall be absolutely liable to the other Unit Owners and family, guests, licensees and invitees of the other Unit Owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit Owner. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements. Each Unit Owner or occupant may keep within such Unit a reasonable number of household pets, excluding dogs, subject to any rights and restrictions as established by the Executive Board.
i) At all times Unit Owners shall maintain and store trash and garbage within the Unit. No trash shall be stored outside the Unit or in any area that is visible from the exterior of any building, except on those days designated for trash removal by the Association, at which time trash shall be placed on the curbside and stored in containers typically used for such purpose. Trash removal shall be provided by the Association and allocated as a Common Expense.

j) A Unit Owner may lease or sublease his Unit at any time and from time to time. No Unit may be leased or subleased without a standard written lease or sublease. No Unit may be leased for a term of less than six (6) months. A copy of each such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof. The rights of any lessee or sub-lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, if hereafter enacted, and a default thereunder shall constitute a default under the lease or sublease. The Unit Owner shall provide any lessee or sub-lessee of a Unit with a copy of the Rules and Regulations of the Condominium. The Unit Owners hereby appoint the Association as Attorney in Fact in order to prosecute eviction actions, at the expense of the Unit Owner, in the event the Unit Owner's tenant(s) violates this provisions and the Unit Owner does not take timely action to terminate the tenancy. The foregoing shall not impose any direct liability on any lessee or sub-lessee of a Unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.

k) Each Unit Owner shall comply strictly with the By-Laws 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 this Declaration or in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both, maintainable by an aggrieved Unit Owner.

l) Unit Owners shall not erect fences, canopies, clotheslines or other structures; plant, trim, cut or remove trees or shrubs; alter the grading or lands, conduct landscaping activities or do any other act which affects the appearance from the exterior of the Property, including those areas designated as Limited Common Elements.

m) With respect to the Property, each Unit Owner shall observe all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction.

n) The Executive Board may from time to time 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 Unit Owners by the Association promptly and after the adoption of such Rules and Regulations.

Section 1.6. Interpretation. In the event of any conflict or discrepancy between the Plats and Plans and any provision of this Declaration, the provisions of this Declaration shall govern.

ARTICLE II
Improvements on the Land; Unit Boundaries

Section 2.1. Location and Dimension of Improvements. The location and dimension of all present and future improvements on the land are shown on the Plats and Plans. A reduced copy of said Plats and Plans are attached hereto as **Exhibit C.**

Section 2.2. Units, Votes, Common Elements Interests and Shares of Common Element Expenses. The Declarant hereby creates four (4) Units (individually the "Unit" and collectively the "Units"). The location of the units created by this Declaration and their dimensions are shown on the Plats and Plans and are *referred to as Units 15, 16, 17, 18.* Attached as **Exhibit B** is a list of the Units, their identifying numbers, and the Common Element and Common Element expense interests and votes in the Association appurtenant to each Unit. Each Unit shall have one vote. Each Unit's fraction or percentage of the ownership interest in Common Elements, and, except as may otherwise be provided in section 3.5 herein, in Common Element expenses is determined by formula consisting of the proportion that the estimated square footage of that Unit bears to the estimated square footage of all Units, presently created. In the event units are added or

common expenses for the Units shall be reallocated by the foregoing formula. Each unit when created shall be entitled to one (1) vote.

Section 2.3. Unit Boundaries. Each unit shall be comprised of three levels as shown on plans, including a basement, ground/first floor which will include living space and garage, and second floor living area. The boundaries of each unit are all follows:

a) Upper and lower (horizontal) Boundaries. The upper boundary of a Unit is the horizontal or angled plane of the unfinished bottom surface of the roof truss framing line or the horizontal or angled plane of the unfinished lower edge of the roof rafter framing line, as the case may be as shown on the floor plans. The lower boundary of each Unit is the horizontal plane of the bottom surface of the concrete floor underlying the crawl space below the ground floor of the Unit or the horizontal plane of the top surface of the undecorated floor or undecorated concrete floor slab of each level as applicable.

b) Vertical (perimeter) Boundaries: The vertical boundaries of the Unit shall be the vertical planes at the stud line at the back surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the other Unit boundaries of a Unit in the same building. The vertical boundary lines also specifically include the exterior surface of doors, windows, storm windows, and glass walls, but excluding their frames, sills, and thresholds.

c) If walls, floors or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereon are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements.

d) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit, shall be a Limited Common Element as to the Units so served. If the fixture serves more than one Unit and any portion of the Common Elements, it shall be part of the Common Elements.

e) Subject to the provisions of subsection 2.3. (d) all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

f) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, decks and all exterior doors and windows or other fixtures designated to serve a single unit, but located outside the unit's boundaries, are Limited Common Elements allocated exclusively to that unit.

g) Except as specified in this Article, all spaces and improvements within a Unit's boundaries are part of that Unit. No subdivision of a Unit into two (2) or more Units is permitted. An easement for access to each Unit through the Common Elements in common with other Unit Owners is appurtenant to each Unit.

h) A unit does not include: the exterior walls, the roof, foundation walls and floor, land, joists, studs, beams, and rafters, the pipes, wires, conduit, flues, ducts, pipe ways, heating vents or other utility lines running through a unit which serve more than one unit or which serve the Common Elements or which serve another unit.

Section 2.4. Maintenance Responsibilities. 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 Condominium Act, except as expressly set forth herein.

Section 2.4.1. Maintenance of Unit, Responsibilities of Owners. Each Unit Owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such Owner's Unit. The Executive Board shall ensure that the exterior portions of each Unit are maintained in a compatible and harmonious manner, so that the Building as a whole is attractive and well maintained, including without limitation the right to regulate colors, siding and roof materials, window alteration and the

like. 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 managing agent any defect or need for repairs for which the Association is responsible. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be provided to the Association. The Association shall have the right to perform maintenance required of a Unit Owner under this Declaration, but not performed 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.

Section 2.4.2. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair, and replacement (unless, 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, including those identified as Limited Common Elements, whether located inside or outside of the Units, the costs of which shall be charged to the Unit Owners as a common expense. The maintenance, repair and replacement of Limited Common Elements shall be charged to Unit Owners as set out in Article IX of this Declaration. The maintenance, repair and replacement of Common Elements located within a Unit, for which the Unit Owner is not responsible, to the extent required for functioning of or for connecting utilities to the Property and units, shall be furnished by the Association as part of the Common Expenses.

ARTICLE III
Common Elements

Section 3.1. Common Elements. Each Unit will be conveyed together with its respective undivided interest in the Common Elements as hereinafter set forth and will have the benefit of the right to use the Common Elements in common with others entitled thereto as provided by the By-Laws (the "By-Laws") adopted by the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION and any Rules and Regulations adopted by the Association. The Common Elements consist of all portions of the Property other than the Units, and reference is hereby made to the Property depicted on Plats and Plans not identified as a Unit. Common Elements shall include, but not be limited to, Limited Common Elements. Common Elements shall also include those parts of the Property described in the Act or the Plat and Plans as being Common Elements, and without limitation, shall include specifically the following:

a) Grounds. The land, roadways, common parking areas and driveways not designated on plats and plans as limited common elements, lawns, trees, any forested areas, unit walkways, signage, and any common facilities or storage buildings;

b) Systems & Utilities. Sewer pump station, sanitary sewer to each Unit, electric distribution to each Unit meter, water distribution to each unit and building master valve, storm and groundwater drainage system, water lines servicing more than one unit (in foundation slab, basement, and exterior walls), sewer lines up to Unit outlet (in foundation slab, basement, and exterior walls), electrical wiring from meter and serving more than one Unit (in foundation slab and exterior walls), master electrical panel, laundry piping and valves, life safety equipment (excluding smoke detectors);

c) Interior Structure & Fixtures. Sheetrock (interior of exterior walls), interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including Unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor, and insulation), foundation walls, all floor slabs, exterior foundation drains, interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings, garage slab floors and attic floors, sun rooms (roofing, walls, foundation), dormers (roofing and walls, but excluding new dormer construction), and garage doors; and

e) 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 3.2. Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 1602-102(2) and (4) of the Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 3.2.1. which follows. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve. The allocation of Limited Common Elements to the Units cannot be altered except in compliance with Section 1602-108(b) of the Act and with written consent of the Unit Owners and Eligible Mortgage Holders of the Units affected by the re-allocation of Limited Common Elements.

Section 3.2.1. Specific Limited Common Elements. Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes, any individual Unit mailboxes, doorsteps, stoops, steps, porches, balconies, patios, decks, and flues and all exterior doors, parking spaces as described below, and windows or other fixtures designed to serve a single Unit but located outside a Unit's boundaries are Limited Common Elements allocated exclusively to that Unit. Additionally, certain Specific Limited Common Elements are allocated to particular Units as designated on the Plats and Plans, which specified Limited Common Elements expressly include without limitation the following:

a) Parking Spaces: Each Unit shall be allocated one (1) parking space for each garage Unit appurtenant to said Unit, located directly outside the garage door as designated on the Plans, or otherwise as designated by the Executive Board.

Section 3.3. Common Elements to Remain Undivided. The Common Element interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element interest, whether or not expressly referred to in the instrument effecting such transfer. The Common Elements shall remain undivided and no action for the alteration, partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

Section 3.4. Completion and Alteration of Common Elements by the Declarant. Until completion of all of the Units and expiration of the Special Declarant Rights, the Declarant reserves the right to complete and reasonably alter the Common Elements, including without limitation any equipment, fixtures, and appurtenances, when in the Declarant's sole judgment, it is necessary or desirable to do so.

Section 3.5. Special Maintenance and Special Expense Assessment. The Owners of any Unit to which a fixture or other item of property is allocated to that Unit as a Limited Common Element under Section 2.3.(d) above and the Owners of any unit or units with a fireplace chimney or chimney flue which serves only that unit shall be responsible for the good upkeep, maintenance and repair of such fixture, item of property, fireplace chimney or chimney flue, and if the Owner fails to meet such responsibility the Association may arrange for the same and shall assess the expense to such Unit Owner. The expense of maintenance and repair of Common Elements necessitated by the negligence, misuse, or neglect of a Unit Owner shall be charged by the Association to such Unit Owner.

Section 3.6. Obstruction of Common Elements. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place anything on the Common Elements without Board approval.

ARTICLE IV
Easements

In addition to the easements created by Section 1602-114 of the Condominium Act, the following easements are hereby granted and/or reserved as applicable:

Section 4.1. Utilities, Pipes and Conduits. The Units and Common Elements (including the Limited Common Elements) shall be, and hereby are, made subject to perpetual easements in favor of the 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 including the Units. The easements created by this Section shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment inducts and vents over, under, through, along and on the Units, Limited Common Elements and Common Elements. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements (including any Limited Common Elements allocated to any on Unit), the Executive Board shall have the right and power to dedicate, convey an easement 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 (including any Limited Common Element allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

Section 4.2. Access, Egress and Regress. The Common Elements (including any Limited Common Element allocated to any one Unit) are subject to an easement in favor of the Association and the agents and employees of the Association for the access, egress and ingress over, through and across each portion thereof for the operation of the Condominium, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe. Every Unit Owner shall have an unrestricted right of ingress to such Owner's Unit.

Section 4.3. Condominium Association Access. The Common Elements (including any Limited Common Element allocated to any one Unit) 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. The Association may in its sole discretion grant easements to Unit Owners for the erection of improvements in the Limited Common Areas appurtenant to a Unit. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (a) inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible; (b) installation, inspection, maintenance, repair, and replacement of the Common Elements situated in or accessible from such Units or Limited Common Elements or both; (c) correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units; and (d) any purposes set forth in Section 4.6. below.

Section 4.4. Repair and Maintenance Easements. Each Unit and its Limited Common Elements are subject to the following easements in favor of all other Units: (a) For installation, inspection, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone,

telegraph, or other communication systems, wiring and cables and all of the utility lines and conduits that are a part of or exclusively serve any Unit and that pass across or through a portion of such Unit and/or its Limited Common Element or the Common Element; and (b) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures that serve only one Unit but encroach into any part of such Unit, and/or its Limited Common Element or Common Element on the date that this Declaration is recorded or any amendment thereof is recorded.

Section 4.5. Structural Support. To the extent necessary, each Unit shall have an easement for structural support from the Unit in the same Building and the Limited Common Elements appurtenant to the Units in that Building, and the Common Elements shall be subject to an easement for structural support in favor of the Units and the Limited Common Elements.

Section 4.6. Encroachments. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the condominium results in either the Common Elements encroaching on a Unit, or in a Unit encroaching on the Common Elements or on another Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

Section 4.7. Duration of Easements. All easements, rights and restrictions described and mentioned in the Declaration are easements appurtenant, running with the land and the Property, 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 4.8. Declarant's Easements for Construction. The Declarant reserves a Special Declarant Right and easement for the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, Common Elements or Limited Common Elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary fence or to take any other action reasonably necessary to achieve this purpose. The Declarant further reserves an easement in the Units, Common Elements and Limited Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans. In case of emergency, such entry shall be immediate.

Section 4.9. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Common Elements and Limited Common Elements, not located within a Building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

Section 4.10. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the Common Elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, Limited Common Elements and Common Elements.

Section 4.11. Declarant's Right to Grant Easements. The Declarant shall have the right, until Declarant has conveyed all of the units in the Condominium, to grant and reserve easements and rights-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities. The easements reserved by Declarant in Sections 4.8., 4.9., 4.10., and 4.11. shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.

Section 4.12. Declarant's Easement for Marketing. The Declarant reserves the right, with respect to its marketing of units, to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any unit owned or leased by the Declarant as a model, management office or sales office for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which maybe placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

Section 4.13. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the units benefited:

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

b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any building or impair or structurally weaken any building.

Section 4.14. Additional Easements. The Property is also subject to any easements or restrictions as provided on the Plan.

ARTICLE V
Development Rights; Special Declarant Rights; Assignability

Section 5.1. General Development Rights. In addition to the easement rights reserved in Article IV, the Declarant reserves to himself and for the benefit of his successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, 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, 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, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium, to add real estate to the Condominium, and any and all other Development Rights as are now allowed or in the future may be allowed by the Condominium Act; and

(d) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats 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 IV 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) Additional buildings, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Plat, and the Declarant expressly reserves the right to vary such buildings, Units and Limited Common Elements and their locations in its discretion. To exercise these rights, the Declarant shall prepare and record an amendment to the Declaration pursuant to the Act, which shall include Plats and Plans.

Section 5.2. Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act.

Section 5.3. Amendment. This Article shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

Section 5.4. Rental Operation. The Declarant shall have the right to rent any units owned by the Declarant. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

Section 5.5. Additional Building Phases. Upon the addition of such phases which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated in to the condominium as if this Declaration had been originally executed and recorded containing the additional building phase and the allocated interest of the Units shall be re-allocated in accordance with the formula in this Declaration. The Declarant reserves the right to create and construct up to a total of thirty-three (33) Units. Future improvements shall be consistent with the initial improvements in structure type and construction quality.

Section 5.6. Assignability. The Declarant may assign any or all of his rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

ARTICLE VI
Board of Directors and Board Powers; Declarant Control Period

Section 6.1. Board of Directors, Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Act, the Board may act on behalf of the Association and shall have all of the powers necessary for the administration of the affairs of the Association. An Executive Board composed of three (3) natural persons shall govern the affairs of the Association. Prior to the Transition Election, as defined in the By-Laws, the Executive Board shall be composed of three (3) natural persons whom shall be appointed, removed, and replaced from time to time by the Declarant without the necessity of obtaining resignations. The "Declarant Control Period" shall run from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of seventy-five percent (75%) of the Units. The appointees of the Declarant need not be Unit Owners. After the Transition Election, members of the Board shall be Unit Owners, or spouses of Unit Owners, or in the case of a corporation, partnership, trust or estate, a designated agent thereof. Notwithstanding the foregoing, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

Section 6.2. Working Capital Fund; Declarant Control Period. The Declarant shall establish a working capital fund equal to at least two months estimated common charges for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each Unit's share of this working capital fund shall be collected at the time the sale of the unit closes and then shall be transferred to the Association for deposit to a segregated fund. Within sixty (60) days after a closing has been held for the first Unit, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. The Declarant shall then be reimbursed for this payment from the funds collected at closing when the unsold Units are sold. However, the Declarant shall not use working capital funds to defray expenses, reserve contributions or construction costs or to make up any budget deficits while in control of the Owners Association.

The By-Laws of the Association may further regulate the Board of Directors of the Association.

ARTICLE VII
Amendment to Declaration Required Consent

Prior to any conveyance of any Unit by the Declarant to a Unit Owner (other than as security for an obligation) the Declarant shall have the right to amend and re-amend the Declaration in any manner deemed appropriate.

Following the first conveyance to a Unit Owner other than the Declarant and except to the extent expressly permitted or required by the Act, this Declaration may be amended only by a vote or by written approval of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the association are allocated. Amendments of a material nature must have written approval from Eligible Mortgage Holders, as defined in the Act, representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to eligible first mortgages. Such material amendments shall consists of changes to the following:

(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 Common Elements into Units;
(h)expansion or contraction of the Condominium, or the addition, annexation or withdrawal or 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 Eligible Mortgage Holders, insurers or guarantors.

After the first conveyance to a purchaser, amendments may be proposed either by the Executive Board or by Unit Owners holding in aggregate no less than forty percent (40%) of the votes in the Association.

Every amendment to the Declaration must be recorded and is effective only upon recordation at the Cumberland County Registry of Deeds. Notice of the amendment shall be sent to all Unit Owners and Eligible Mortgage Holders known to the Executive Board, but failure to send such notices shall not affect the validity of the amendment.

ARTICLE VIII
Mortgages

Section 8.1. Mortgagees. "Eligible mortgage holders," as defined in the Condominium Act, shall have all rights provided in the Condominium Act.

Section 8.2. Notice to Board. The Unit Owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.

Section 8.3. Notice of Unpaid Charges or Default to Owner, Mortgagee. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit. The Executive Board, when giving notice to a Unit Owner of a default in paying common charges or other violation of the provisions of this Declaration, the By-Laws or any rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.

Section 8.4. Right 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:

(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 Units, a change in the boundaries of a Unit or a subdivision of a Unit;
(3) The merger or consolidation of the Condominium with another condominium;
(4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
(6) The adoption or 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 Expenses 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 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 subsections (a), paragraphs (1) through (6).

Section 8.5. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided for in a mortgage for foreclosure of such mortgage or 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 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 8.6. 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 8.7. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE IX
Condominium Operation; Assessments; Insurance

Section 9.1. Budget; Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective percentages of undivided ownership as established by the Declaration, as amended from time to time. The common expenses shall include, among other things, (a) the costs of repairs and maintenance of the Common Elements and Limited Common Elements and (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the

Board of Directors pursuant to the provisions of this Article and the fees and disbursements of the insurance trustee, if any. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacement and/or to make up any deficit in the common expenses for any prior year. In any event, a reserve fund shall be maintained separate from the Working Capital fund, for contingencies, replacement, capital improvements and other items which cannot be expected to occur on a regular basis.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporation or otherwise, on behalf of all Unit Owners, of any unit which is to be sold at a foreclosure or other judicial sale or any other sale. The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

Until the Association makes a common expense assessment, the Declarant shall pay all the common expenses. However, within sixty (60) days after the sale of the first unit to a Purchaser, the Declarant shall make a common expense assessment.

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of this Article at such time or times as the Board of Directors shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with the appurtenant interests. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit only if that Unit Owner agrees to assume the responsibility for said assessments. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale. All Unit assessments shall be the personal responsibility of the Unit Owner to whom they are assessed.

The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Unit Owner which charge(s) remains unpaid for more than thirty (30) days from the due date for payment thereof. All regular assessments of common expenses shall be payable monthly.

The Association shall be the governing body for the Unit Owners with respect to the administration of the Property as provided by the Act, this Declaration and the By-Laws. The Association shall elect officers as provided in the By-Laws. Each Unit Owner and/or Owners shall be a member of the Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the regular membership appurtenant to that Unit to the transferee or transferees. A transfer pursuant to a mortgage, however, shall not transfer membership until foreclosure or a transfer to a mortgagee in lieu of foreclosure.

The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the Property whatsoever, the person to whom such Unit or interest is conveyed shall

be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the By-Laws.

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association By-Laws and Rules and Regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit Owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, By-Laws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

Section 9.1.1. Assessment for Limited Common Expenses. The Association, acting through the Executive Board in accordance with the By-Laws and as circumstances may reasonably require, shall assess Limited Common Expenses as follow: (a) If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Executive Board may determine; (b) If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense may be assessed solely against all the Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, or as may be changed pursuant to this Declaration and (c) If a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element or Property, that Limited Common Expense may be assessed solely against all the Units to which that Limited Common Element or Property is allocated in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, or as may be changed pursuant to this Declaration.

Section 9.2. Default. In accordance with this Declaration, the Act and the By-Laws, in the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such defaulting Unit Owner shall be obligated to pay interest at the rate established by the Board of Directors, but not exceeding eighteen (18%) percent per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees, in any action to recover the same brought against any such defaulting Unit Owner, or by foreclosure of the lien on such Unit granted by the provisions of the Condominium Act. No such lien shall be prior to the lien of any mortgage on any one or more Units.

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the Plaintiff in such foreclosure action shall (subject to the prior right of any mortgagee on any one or more Units) be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners, shall have the right to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges ("Assessments") shall be maintainable without foreclosing or waiving the lien securing same.

The Board of Directors shall within ten (10) days provide any Unit Owner making written request, a recordable statement setting forth the amount of unpaid assessments currently levied against the Unit. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law or any provision of the Declaration shall give the Board of Directors and any Unit Owner or owners the right, in addition to any other

rights set forth in the By-Laws, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach which action shall be at the cost, including attorneys' fees, of such Unit Owner.

In addition, if the Board of Directors has adopted and published rules and regulations governing the use of the Common Elements and the personal conduct of any person in use of said Common Elements who violates those rules and regulations, the Board of Directors shall have the right, in addition to any other rights set forth in the By-Laws:

a) To suspend use of the Common Elements by any such person for violation of such rules and regulations for a period not to exceed thirty (30) days for any single violation; and,

b) To levy summary charges against a Unit Owner for such violation, in addition to any damages, provided that no summary charges may be levied for more than Fifty Dollars ($50.00) for any one violation, but each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner involved as if the charge were a common charge owed by the particular Unit Owner.

Section 9.3. Insurance.

Section 9.3.1. The Unit Owners shall obtain and maintain insurance on the Units and the Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices, insurance on the Condominium common elements, together with any fixture, machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners covering the interests of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees as their interests may appear. Additionally, the Board of Directors shall obtain and maintain to the extent reasonably available, liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. All insurance coverage and policies shall meet the requirements of the Maine Condominium Act and this Declaration.

Section 9.3.2. The Board of Directors shall obtain master policies of insurance on the common elements which shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under this Declaration. Under the said master policies certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering the condominium common elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the interest in the common elements of the Condominium property. Such master insurance policies and certificates shall contain provisions that: (a) each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association, (b) that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association, (c) that the insurer waives its right to subrogation as to any claim against the Board of Directors, its agent and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured, and (d) providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Board of Directors as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require the same. The Board of Directors must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Board of Directors shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior

to the expiration date of any such policies and will notify each Unit mortgagee of such payment within twenty (20) days after the making thereof.

Section 9.3.3. The common elements shall be covered by:

a) Casualty or physical damage insurance in an amount equal to not less than 100% of the full replacement value of the common condominium buildings as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, containing provisions designed to protect against inflationary increases in value. Such coverage shall afford protection against the following:

(i) Loss or damage by fire, lightning, vandalism and malicious mischief, boiler coverages and other hazards covered by the standard extended coverage endorsement.

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

The policies providing such coverage shall be primary and shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors or where in conflict with the terms of this Declaration and the By-Laws, and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without twenty (20) days' notice to all of the insured including each unit mortgagee.

b) Public liability insurance, including medical payments insurance, in such amounts, but not less than One Million Dollars ($1,000,000.00) for death, bodily injury and property damage for a single occurrence, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability (including liability resulting from employment contracts to which the Association is a party), hired automobile, non-owned automobile and off-premises employee coverage. Such liability insurance policy shall include severability of interest in its terms or shall contain a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of another Unit Owner.

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

d) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, for an amount at least equal to the sum of three month's assessments on all of the units, plus the Association's reserve funds. Any such coverage shall name the Association as an obligee.

e) All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all of the insured, including all mortgagees of the units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least twenty (20) days prior to the expiration of the then current policies.

Section 9.3.4. Each Unit Owner shall obtain additional insurance at his own expense affording coverage upon his Unit and his personal property and for his personal liability, but all such insurance shall contain the same terms and waiver of subrogation as referred to above. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors and shall be written by the same carrier. The insurance shall be in such form and amount as is acceptable to the Board of Directors. The Owner shall furnish the Association with proof of such insurance. Proceeds must be used for repair or replacement of a damaged Unit.

Section 9.3.5. Premiums upon insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses.

Section 9.3.6. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to part or all of the Condominium property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to 100% of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

Section 9.3.7. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors.

Section 9.3.8. In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittance shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

Section 9.3.9. In addition to all other requirements, the Association shall maintain at all time insurances in amounts and coverages sufficient for the then prevailing underwriting standards of the Federal National Mortgage Association, Federal Housing Authority and the Federal Home Loan Mortgage Corporation. In addition to all rights as set forth herein, Eligible Mortgage Holders shall at all times have the rights and privileges specified in the then prevailing underwriting standards of the Federal National Mortgage Association, Federal Housing Authority and the Federal Home Loan Mortgage Corporation respecting condemnation or termination of the condominium.

Section 9.4. Repair or Reconstruction After Fire or Other Casualty.

Section 9.4.1. Subject to the prior rights of mortgagees of the Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of this Declaration, in the event of substantially total destruction of the Property as a result of fire or other casualty and, thereafter, Unit Owners owning an aggregate of eighty percent (80%) of the total common interest in the Condominium and eligible mortgagees holding mortgages on Units of at least fifty-one percent (51%) of the votes allocated to Units that are subject to mortgages, both promptly vote not to proceed with repair or restoration, the Property remaining shall be deemed to be owned in common by the Unit Owners, as provided in the Condominium Act, so long as all Owners of a Unit or assigned Limited Common Element which will not be repaired, replaced or restored and all their mortgagees consent to such decision.

Section 9.4.2. Subject to the prior rights of mortgagees of the Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of the Declaration, in the event of less than substantially total destruction of the Property as a result of fire or other casualty, or, if the vote against proceeding with repair or restoration, as provided herein, is not sufficient, then in either event the Board of Directors shall arrange for the prompt repair and restoration of the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the units), as well as any other buildings, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess the Unit Owners for such deficit as part of the common charges.

Section 9.4.3. Repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings, and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming, or according to plans and specifications approved by the Board of Directors, by sixty-seven percent (67%) of the Unit Owners and by holders of first mortgages

encumbering fifty-one (51%) percent of the undivided interest in the Common Elements subject to mortgages, and if the damaged property contains any Units, by all of the owners of the units therein, and by all mortgagees of the Declarant on one or more Units; which approvals shall not be withheld unreasonably.

Section 9.5. Condemnation. Subject to the rights of Eligible Mortgage Holders, in the event of condemnation of any portion of the Common Elements, not affecting the improvements to the Condominium, the proceeds of any condemnation award shall be distributed pro-rata among the Unit Owners in accordance with their respective undivided interests in said elements in the event of condemnation of improvements, any award relating to Common Elements, including Limited Common Elements, shall be divided among the Unit Owners whose units are served by said Common Elements on a pro-rata basis. Any termination of the condominium by virtue of a condemnation shall be governed by the provisions on termination contained herein. The Board of Directors is appointed duly authorized attorney in fact to act for the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements.

Section 9.6. Termination. Subject to the consent of at least sixty-seven percent (67%) of the Eligible Mortgage Holders, the Condominium may be terminated by vote of eighty (80%) percent affirmative vote of all Unit Owners, except for termination for casualty loss. Termination of the condominium will be governed by provision 1602-118 of the Condominium Act.

ARTICLE X
Limitation of Liability

Section 10.1. Limited Liability of the Board of Directors. The Board of Directors, 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 Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, snow, dust or sand which may leak or flow from the outside or from any part of any building, 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 Board of Directors;

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

c) Shall have no personal liability in contract to a Unit Owner 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 Board of Directors or the Association in the performance of the Board of Directors members' duties;

d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit 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 Board of Directors members' own willful misconduct or gross negligence;

e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Board of Directors 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 conduct of any building, or which might in any other way be assessed against or imputed to the Board of Directors

members as result of or by virtue of their performance of their duties, except for the Board of Directors members' own willful misconduct or gross negligence.

Section 10.2. Indemnification. Each member of the Board of Directors in his capacity as a Board of Director 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 Board of Directors, or any settlement of any such proceeding, whether or not he is a Board of Directors member, officer or both at the time such expenses are incurred, except in such cases wherein such Board of Directors 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 Act; provided, that in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he is then a Board of Directors member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owners set forth in this Section 10.2 shall be paid by the Association on behalf of the Unit 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 Board of Directors member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 10.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 10.4. Defense of Claims. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit 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 10.3. hereof against one or more but less than all Unit Owners shall be defended by such Unit Owners who are defendants themselves and such Unit 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.

Section 10.5. Storage; Disclaimer of Bailee Liability. Neither the Board of Directors, the Association nor any Unit Owner of the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE XI
Eminent Domain

11.1. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award shall be paid to the Unit Owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be reallocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an

amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section, shall be thereafter a Limited Common Element, subject to the provisions of Section 3.2. herein.

11.2. Except as provided in Section 11.1. above, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit Owner as compensation for the reduction in value of the Unit. That Unit's allocation of Common Element interests and common expense liability and voting rights shall be changed in accordance with the formula set out in Section 2.2 of this Declaration, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the allocations.

11.3. If a part of the Common Elements is acquired by eminent domain, the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportions to their relative percentages of undivided interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be paid to the owner of the Unit to which that Limited Common Element was allocated at the time of acquisition.

11.4. A court decree regarding any such taking shall be recorded in the Cumberland Country Registry of Deeds.

11.5. Nothing in this Declaration, the By-Laws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit Owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit Owner of condemnation awards for the taking of Units and/or Common Elements.

ARTICLE XII
Miscellaneous

Section 12.1. If any provision of this Declaration, the By-Laws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the By-Laws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 12.2. Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the By-Laws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Section 12.3. If any terms, covenant, provision, phrase or other element of this Declaration, the By-Laws, any deed to a Unit, or the rules and regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 12.4. Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the

Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

Section 12.5. 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.

Section 12.6. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the By-Laws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 12.7. 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 12.8. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 12.9. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 12.10. This Declaration shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, NIAL Construction, Inc. has caused this instrument to be executed by its President, David A. Sullivan, this 1st day of November, 2002.

Witness

NIAL Construction, Inc.
By: David A. Sullivan
Its: President

State of Maine
County of Cumberland

November 1, 2002

Then personally appeared the above named, David A. Sullivan, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Notary Public/Attorney at Law
David Isaacs

EXHIBIT A

LEGAL DESCRIPTION
RADCLIFFE GLEN

A certain lot or parcel of land situated easterly of Harvard Street in the City of Portland, County of Cumberland and State of Maine, as shown on a plan entitled "Subdivision Plan of Radcliffe Glen" made for Lawrence J. Sturdivant by Sebago Technics, Inc., dated June 25, 2002, recorded in the Cumberland County Registry of Deeds in Plan Book _____ and Page _____ hereinafter referred to as "said plan", said parcel being more particularly bounded and described as follows:

Beginning at a 5/8 inch rebar found flush on the easterly side of Harvard street and being the northwesterly corner of land now or formerly of Sara Schwartz as described in Cumberland County Registry of Deeds Volume 3344, Page 214;

Thence S 74°-35'-15" E, along the northerly line of Schwartz, a distance of 125.00 feet to a corner;

Thence S 15°-24'-45" W, along land of Schwartz and land now or formerly of Marjorie Fecas and Deborah Vickers as per Cumberland County Registry of Deeds Volume 15123, Page 263, a distance of 270.00 feet to a corner;

Thence N 74°-35'-15" W, along land of Fecas and Vickers, a distance of 125.00 feet to a corner on the easterly sideline of Harvard Street;

Thence S 15°-24'-45" W, along the sideline of Harvard Street, 50.00 feet to a point at the northwesterly corner of land now or formerly of Lois Haney as per Cumberland County Registry of Deeds Volume 6259, Page 213;

Thence S 74°-35'-15" E, along land of Haney, a distance of 125.00 feet to a corner;

Thence S 15°-24'-45" W, continuing along land of Haney and land now or formerly of Vincenzo Depaolo as per Cumberland County Registry of Deeds Volume 3578, Page 189 and Volume 4236, Page 72, a distance of 240.00 feet to a corner and land of Portland Water District as per Cumberland County Registry of Deeds Volume 4548, Page 81;

Thence S 74°-35'-15" E, along land of Portland Water District, a distance of 20.00 feet to a corner;

Thence S 41°-51'-47" W, continuing along land of Portland Water District, 55.84 feet to a corner;

Thence S 15°-23'-13" W, continuing along land of Portland Water District, 611.70 feet to a corner and land now or formerly of Thomas and Autumn Poulin as per Cumberland County Registry of Deeds Volume 15090, Page 254;

Thence S 73°-01'-47" E, continuing along land of Poulin and land now or formerly of J. B. Brown & Sons, a distance of 62.81 feet to a corner and other land now or formerly of J. B. Brown & Sons as per Cumberland County Registry of Deeds Volume 12284, Page 271;

Thence N 38°-55'-39" E, along land of J. B. Brown & Sons, a distance of 391.06 feet to a corner;

Thence N 61°-48'-54" E, continuing along land of J. B. Brown & Sons, a distance of 7.89 feet to a corner;

Thence N 15°-58'-34" E, along land of J. B. Brown & Sons and land now or formerly of the First Baptist Church, Portland, Maine as per Cumberland County Registry of Deeds Volume 7459, Page 165, a distance of 1,311.57 feet to a point at the southeasterly corner of land now or formerly of Stephen and Alexandra Murphy as per Cumberland Country Registry of Deeds Volume 9653, Page 172;

Thence N 71°-43'-51" W, along land of Murphy and land now or formerly of Edward and Ellyne Fleshner as per Cumberland County Registry of Deeds Volume 4812, Page 229, a distance of 233.12 feet to a corner, also being the northeasterly corner of land now or formerly of John and Chiaolian Glover as per Cumberland County Registry of Deeds Volume 14051, Page 25;

Thence S 15°-24'-45" W, along land of Glover, a distance of 113.75 feet to a corner;

Thence N 74°-35'-15" W, continuing along land of Glover, a distance of 125.00 feet to a point on the easterly sideline of Harvard Street;

Thence S 15°-24'-45" W, along the sideline of Harvard Street, a distance of 50.00 feet to a point and the northwesterly corner of land now or formerly of Gernaine Gervais as per Cumberland County Registry of Deeds Volume 2988, Page 350;

Thence S 74°-35'-15" E, along land of Gervais, a distance of 125.00 feet to a corner;

Thence S 15°-24'-45" W, continuing along land of Gervais and land now or formerly of Stephen and Linda Morris as per Cumberland County Registry of Deeds Volume 13983, Page 259, a distance of 250.00 feet to a corner;

Thence N 74°-35'-15" W, continuing along land of Morris, a distance of 125.00 feet to a point on the easterly sideline of Harvard Street;

Thence S 15°-24'-45" W, along the sideline of Harvard Street, 50.00 feet to the point of beginning.

Said parcel contains approximately 369,495 square feet.

Subject to a pedestrian access easement to be conveyed to Portland Trails, varying in width from 6 feet to 8 feet and as shown on said plan.

Subject to a portion of a 50-foot wide sewer easement as shown on said plan. Further reference is made to "Plan of Milliken Branch Combined Sewer" by the PPW dated September 17, 1962 and on file in PPW Book 67, Page 18.

Subject to a proposed easement to the Portland Water District as shown on said plan.

Subject to a driveway access easement to be granted to Sara Schwartz, as shown on said plan and subject to a driveway access easement to be granted to John and Chiaolian Glover, as shown on said plan.

EXHIBIT B

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE ALLOCATION; NUMBER OF VOTES

Unit #	Unit Percentage Interest and Percentage of Common Expense Allocation	Number of Votes
15	28.43%	1
16	21.57%	1
17	28.43%	1
18	21.57%	1

EXHIBIT C

Doc#: 91401 Bk:18348 Pg: 29

CENTERLINE DATA		
LINE	BEARING	LENGTH
L1	N9°11'43"E	4.16'

CENTERLINE CURVE DATA				
CURVE	LENGTH	RADIUS	CRD. BEARING	CRD DIST.
C1	49.51'	50.00'	N24°04'49"E	47.50'

PROPERTY LINE DATA		
LINE	BEARING	LENGTH
L2	S61°48'04"W	1.69'
L3	S74°39'15"E	20.00'
L4	S41°54'47"W	35.84'
L5	S15°24'45"W	50.00'
L6	S15°24'45"W	50.00'
L7	S15°24'45"W	50.00'
L8	S74°39'15"E	125.00'
L9	S74°39'15"E	125.00'
L10	S74°39'15"E	125.00'
L11	S74°39'15"E	125.00'
L12	S74°39'15"E	125.00'
L13	S74°39'15"E	125.00'

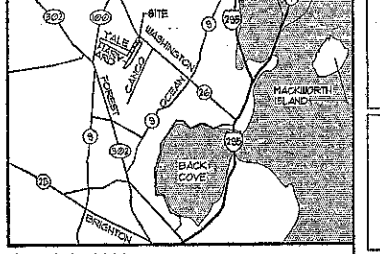
EASEMENT LINE DATA		
LINE	BEARING	LENGTH
EL14	S44°51'18"E	59.00'
EL15	S55°26'51"W	46.32'
EL16	N64°09'49"W	11.05'
EL17	N09°34'08"E	59.33'
EL18	S82°38'51"E	38.56'
EL19	S26°43'55"E	15.52'
EL20	N32°31'19"E	227.56'
EL21	S61°04'21"E	43.11'
EL22	S52°11'59"W	24.42'
EL23	N86°47'35"W	56.63'
EL24	N36°55'38"E	87.31'
EL25	N15°50'34"E	113.15'
EL26	S64°24'49"E	84.84'
EL27	S23°01'20"W	21.89'
EL28	N11°56'38"W	149.33'
EL29	N15°24'45"E	46.19'
EL30	S15°24'45"W	6.31'
EL31	S15°24'45"W	50.00'
EL32	S15°24'45"W	50.00'
EL33	N15°24'45"E	39.21'
EL34	S15°24'45"W	65.93'
EL35	N15°24'45"E	39.21'
EL41	N14°35'15"W	65.93'

P.W.D. EASEMENT LINE DATA		
LINE	BEARING	LENGTH
EL36	S15°24'45"W	56.80'
EL37	S14°35'15"E	69.62'
EL38	S14°35'15"E	58.38'
EL39	S15°24'45"W	30.00'
EL40	S14°35'15"E	58.38'
EL42	S14°35'15"E	69.62'
EL43	S74°39'15"E	34.81'
EL44	S14°35'15"E	69.62'
EL45	S74°39'15"E	34.81'
EL46	N15°24'45"E	39.21'
EL47	N14°35'15"W	65.93'

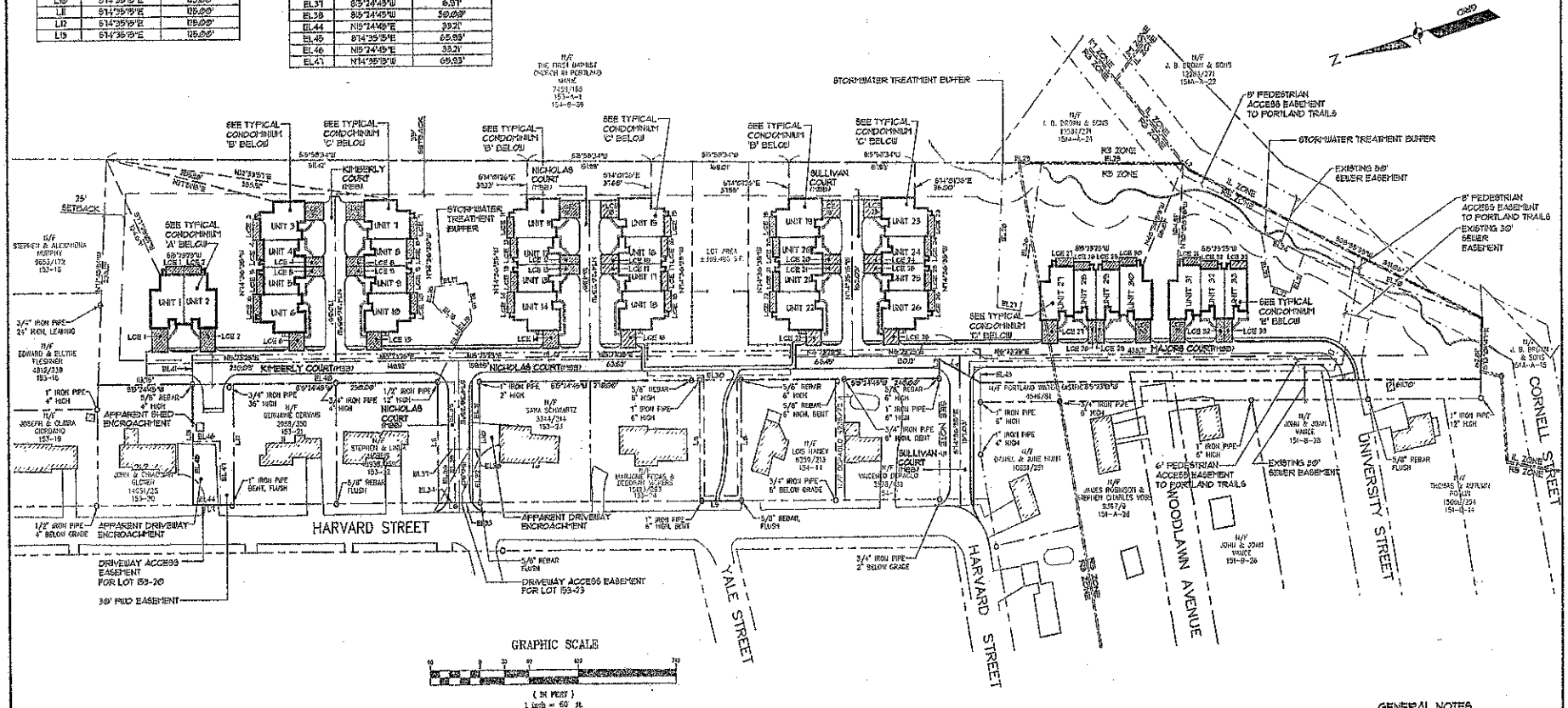
CONDOMINIUM FINISHED FIRST FLOOR ELEVATIONS			
UNIT NO.	ELEV.	UNIT NO.	ELEV.
1	82.5	18	81.5
2	82.5	19	81.0
3	83.0	20	82.0
4	83.0	21	82.0
5	83.0	22	84.0
6	83.0	23	84.0
7	83.0	24	81.5
8	83.5	25	84.5
9	83.5	26	84.5
10	83.5	27	85.5
11	82.0	28	83.5
12	86.0	29	83.5
13	83.5	30	83.5
14	81.5	31	84.5
15	82.0	32	84.5
16	82.5	33	84.5
17	86.5		

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY/ROW	
	SETBACK	
	EASEMENT	
	CENTERLINE	
	MONUMENT	
	IRON PIPE/ROD	
C1/L1	CURVE/LINE NO.	
	BUILDING	
	WETLANDS	
	EDGE WETLAND	
	SIGN	
	STREAM	
	EDGE PAVEMENT	
	CURBLINE	
	TREELINE	
	BARB WIRE FENCE	
	STOCKADE FENCE	
	ZONE LINE	
124	CONTOURS	

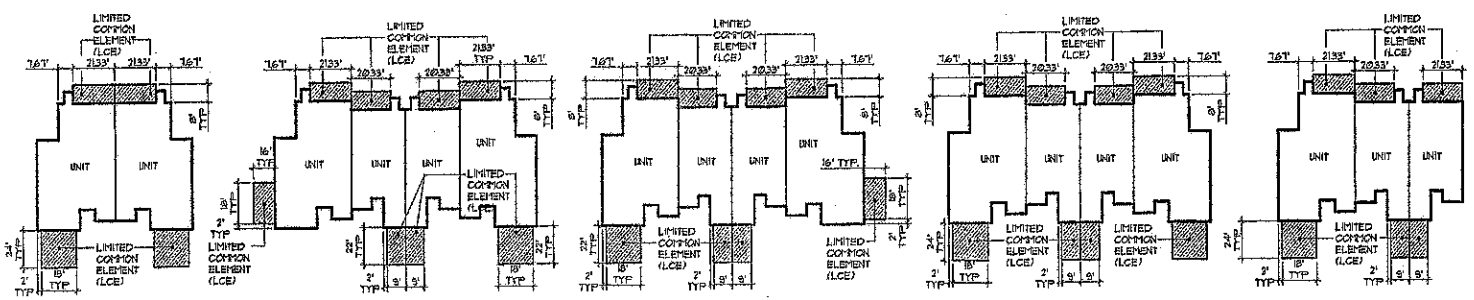


LOCATION MAP N.T.S.



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



TYPICAL CONDOMINIUM 'A' (1 LOCATION) SCALE: 1"=30'

TYPICAL CONDOMINIUM 'B' (3 LOCATIONS) SCALE: 1"=30'

TYPICAL CONDOMINIUM 'C' (3 LOCATIONS) SCALE: 1"=30'

TYPICAL CONDOMINIUM 'D' (1 LOCATION) SCALE: 1"=30'

TYPICAL CONDOMINIUM 'E' (1 LOCATION) SCALE: 1"=30'

GENERAL NOTES

1. REFER TO ARCHITECTURAL PLANS OF RADCLIFFE GLEN CONDOMINIUMS TO BE RECORDED WITH THE RADCLIFFE GLEN CONDOMINIUM DECLARATION IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS FOR CONDOMINIUM UNIT DIMENSIONS.

2. UNITS 5, 16, 17, AND 18 AND THEIR ASSOCIATED LIMITED COMMON ELEMENTS MUST BE BUILT.

3. UNITS 1 THROUGH 14 AND UNITS 19 THROUGH 33 AND THEIR ASSOCIATED LIMITED COMMON ELEMENTS NEED NOT BE BUILT.

4. THE ABBREVIATION "MBB" INDICATES THAT BE BUILT. THE ABBREVIATION "NBB" INDICATES "NEED NOT" BE BUILT.

REV'D	DATE	DESCRIPTION
1	10/25/02	AS REQUESTED BY PLANNING BOARD

AUTHORIZED USE OF THIS PLAN IS STRICTLY LIMITED TO THE PURPOSES FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, MODIFICATIONS OR ENDORSEMENTS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

Sebago Technics
Engineering Expertise You Can Rely On
Corporate Headquarters: 1 Chabot Street, Westbrook, Maine 04092-1339 Tel (207) 856-0277

PROJECT NO.	DWG NAME	FLD. BK	DESIGN	DRAWN
01498	01498CP	778	DLP	MAL

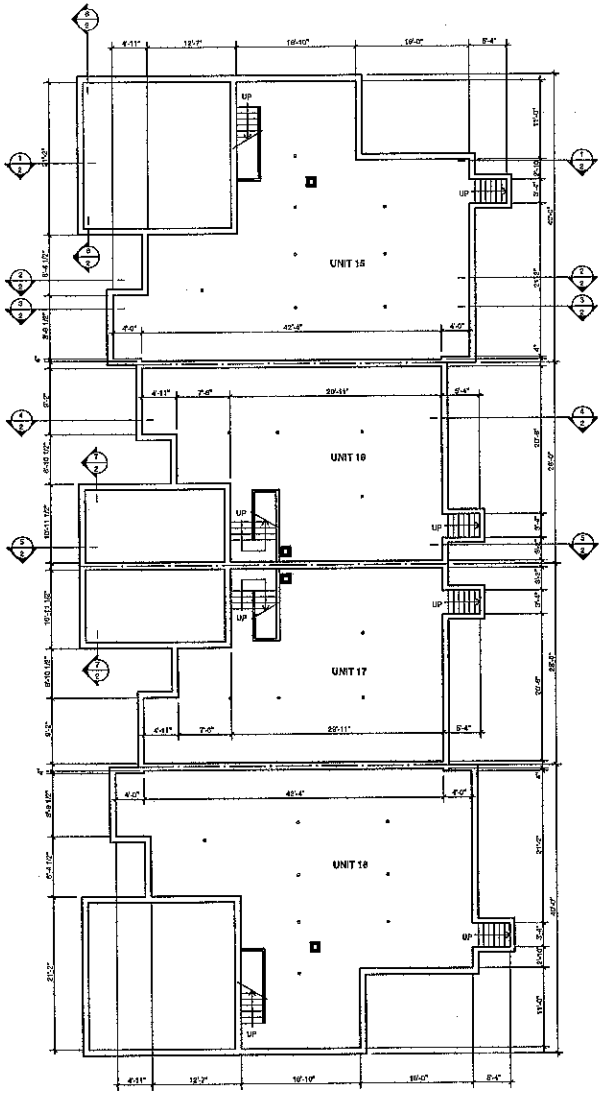
CONDOMINIUM PLAT
OF
RADCLIFFE GLEN
HARVARD STREET
PORTLAND, MAINE
FOR
NIAL CONSTRUCTION, INC. (RECORD OWNER)
191 STATE ROAD SUITE 2
KITTERY, MAINE 03904

DATE	SCALE
10/25/02	AS SHOWN

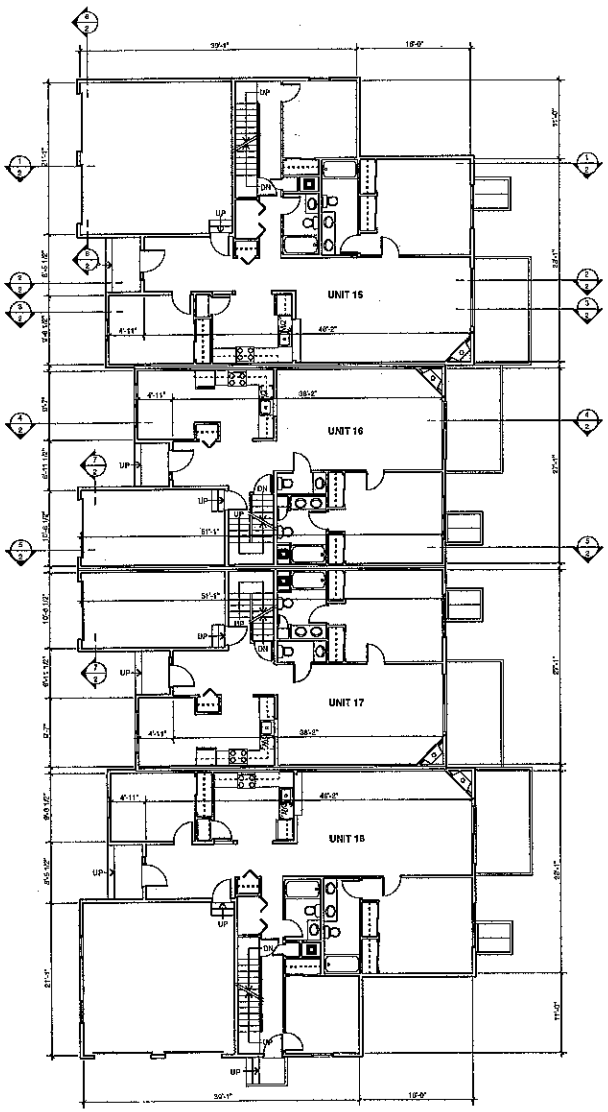
SHEET 1 OF 1

Exhibit C

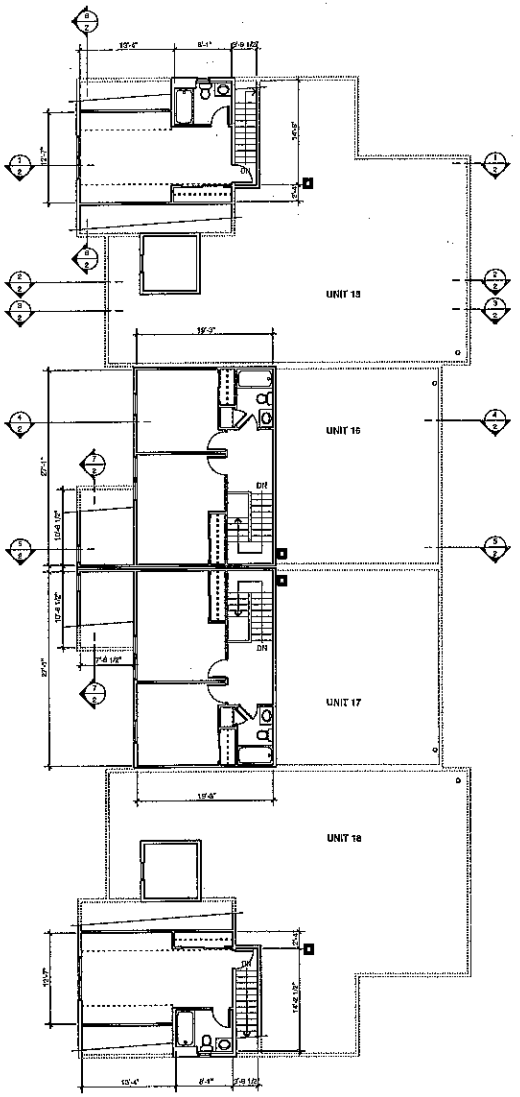
Doc#: 91401 Bk:18348 Pg: 297



1 BASEMENT FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"



2 FIRST FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"



3 SECOND FLOOR PLAN UNITS 15-18
SCALE: 1/8" = 1'-0"

NOTES:

1. UNITS 15-18 AS SHOWN MUST BE BUILT
2. BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE FLOORS, CEILINGS, AND WALLS SEPARATING THE UNITS FROM COMMON AREAS OR FROM OTHER UNITS.
3. ALL FLOOR AND WALL COVERINGS INCLUDING LINOLEUM, POLYURETHANE, CARPETING, PAINT, WALLPAPER, ETC. ARE INCLUDED WITHIN THE BOUNDARIES OF A UNIT.
4. DIMENSIONS SHOWN ARE TO FACE OF STUDS, FACE OF JOISTS, AND FACE OF FOUNDATION, UNLESS OTHERWISE NOTED.
5. INTERIOR LAYOUT OF UNIT FLOOR PLANS AS SHOWN MAY VARY.
6. REFER TO CONDOMINIUM PLAT PLAN BY SEBAGO TECHNICS FOR ELEVATIONS OF EACH UNIT FIRST FLOOR LEVEL AND GARAGE FLOOR LEVEL.

RADCLIFFE GLEN CONDOMINIUM

HARVARD STREET
PORTLAND, MAINE

REGISTERED ARCHITECTS
MICHAEL R. CHAREK No. 1374
STATE OF MAINE

SHEET NUMBER 1 OF 2
NOVEMBER 6, 2002

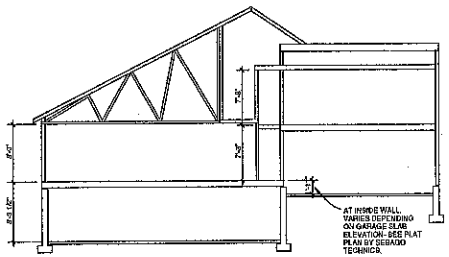
MICHAEL R. CHAREK, ARCHITECT
25 HARTLEY STREET
PORTLAND, MAINE 04103

REFERENCE IS HEREBY MADE TO THE RADCLIFFE GLEN CONDOMINIUM DECLARATION DATED _____ AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK _____ PAGE _____

Doc#: 91401 Bk:18248 Pg: 293

Received
Recorded Register of Deeds
Nov 06,2002 02:22:28P
Cumberland County
John B. O Brien

Exhibit C



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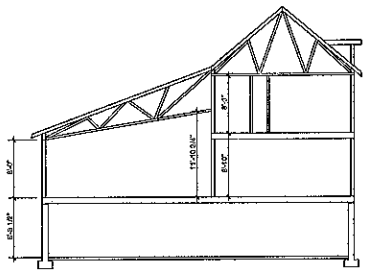

4 SECTION
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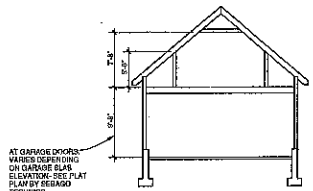

6 SECTION
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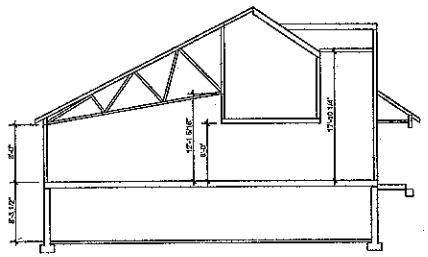

2 SECTION
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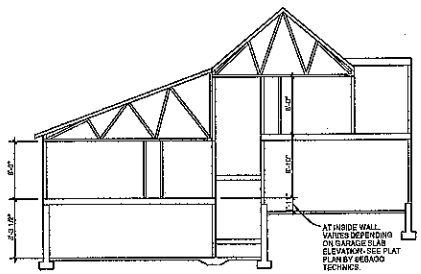
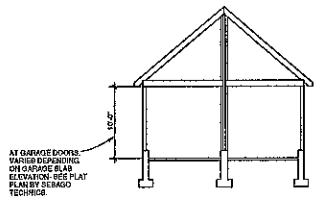
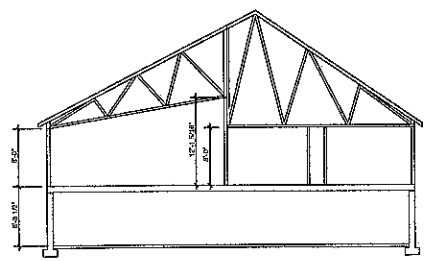


5 SECTION
SCALE: 1/8" = 1'-0"



7 SECTION
SCALE: 1/8" = 1'-0"



3 SECTION
SCALE: 1/8" = 1'-0"

NOTES:

1. UNITS 16-18 AS SHOWN MUST BE BUILT.
2. BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE FLOORS, CEILINGS, AND WALLS SEPARATING THE UNITS FROM COMMON AREAS OR FROM OTHER UNITS.
3. ALL FLOOR AND WALL COVERING INCLUDING LINOLEUM, POLYURETHANE, CARPETING, PAINT, WALLPAPER, ETC. ARE INCLUDED WITHIN THE BOUNDARIES OF A UNIT.
4. DIMENSIONS SHOWN ARE TO FACE OF STUDS, FACE OF JOISTS, AND FACE OF FOUNDATION, UNLESS OTHERWISE NOTED.
5. INTERIOR LAYOUT OF UNIT FLOOR PLANS AS SHOWN MAY VARY.
6. REFER TO CONDOMINIUM PLAT PLAN BY SEBAGO TECHNICS FOR ELEVATIONS OF EACH UNIT FIRST FLOOR LEVEL AND GARAGE FLOOR LEVEL.

RADCLIFFE GLEN CONDOMINIUM

HARVARD STREET
PORTLAND, MAINE

REGISTERED ARCHITECT
MICHAEL R. CHARCK
No. 7174
STATE OF MAINE

SHEET NUMBER 2 OF 2
NOVEMBER 5, 2002

MICHAEL R. CHARCK, ARCHITECT
25 HARTLEY STREET
PORTLAND, MAINE 04103

REFERENCE IS HEREBY MADE TO THE RADCLIFFE GLEN CONDOMINIUM DECLARATION
DATED _____
AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS
BOOK ____ PAGE ____