THE RIVERFRONT LOFTS CONDOMINIUM
DECLARATION OF CONDOMINIUM

ARTICLE I
SUBMISSION, DEFINED TERMS, NOTICE, USE

Section 1.1. Submission of Property. Declarant, Westbrook Development Corporation, doing business in Maine at 30 Liza Harmon Drive in the City of Westbrook and County of Cumberland and hereinafter called "Declarant," owner, in fee simple, of the land described in Exhibit A attached hereto, located in the City of Westbrook, County of Cumberland, and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights, and appurtenances thereunto belonging (collectively "Property"), and subject to the matters referred to in Exhibit A, and the Bylaws of the Riverfront Lofts Condominium Association, (hereafter called the "Condominium Association") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, known as the Maine Condominium Act, as amended from time to time, (hereinafter called "Condominium Act") and hereby creates with respect to the Property a condominium to be known as Riverfront Lofts Condominium (hereinafter called "Condominium"). The Property is shown on the survey entitled Westbrook Development Corp. prepared by Lewis & Wasina, Inc. and a Condominium Plats and Floor Plans prepared by Archetype Architects, said plats and plans, which are recorded in the Cumberland County Registry of Deeds at Plan Book 207, Page 705 and Plan Book 207, Page 707 respectively, said plat and plans, as amended from time to time being herein referred to respectively as "Plats" and "Plans". This declaration together with all attachments hereto, all as amended from time to time and the Plats and Plans are together collectively referred to herein as the "Declaration."

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

Section 1.3. Name and Address of Condominium. The name of the condominium is the Riverfront Lofts Condominium ("Condominium"). The address of the Condominium is 30 Lincoln Street, Westbrook, Maine, 04092. The name of the Owners' Association is the Riverfront Lofts Condominium Association.

Section 1.4. Notice to Unit Owners and Others. All notices hereunder shall be sent registered or certified mail to the Board of Directors, 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 in writing to all Unit Owners and to all mortgagees of units. All notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been

designated by the respective Unit Owners from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by such mortgagees from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 1.5. Uses and Restrictions. References herein to the Board of Directors shall mean the Board of Directors of the Riverfront Lofts Condominium Association. In order to provide for congenial occupancy 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 shall be used for residential purposes and in home professional offices and art studios that meet the requirements of the zoning ordinance of the City of Westbrook and that do not involve unscheduled client or customer meetings at the unit. Only meetings by appointment with clients or customers may be conducted within a unit used for such in home professional office or studio. No customer, client or other public parking shall be permitted for any unit used for in home professional office or art studio.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of unreasonable annoyance to residents of the Property or which interferes with the peaceful possession or proper use of the Property by its residents.

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

(e) No portion of a Unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein. The foregoing occupancy restriction shall not be construed to prevent the occupants of any of the units from entertaining guests in their units for a period not to exceed six (6) months. Any lease or rental agreements shall be in writing and a copy thereof shall be provided to the managing agent and if no managing agent, to the Board of Directors. All leases or

rental agreements shall require the Tenant to comply with all provisions of this Declaration, the Bylaws and the Rules and Regulations (collectively, the "Condominium Documents"), as the same may be amended and shall provide that a violation of the Condominium Documents by the Tenant or the Tenants guests shall be a breach of the Lease and grounds for termination of the Lease by the Landlord or by the Association. The form of all leases or rental agreements shall be submitted to and approved by the Association. All Rules and Regulations applicable to a unit owner shall also be applicable to any Tenant. Breach by the Tenant of any such rules and regulations or breach of the provisions of this Declaration or the Bylaws of the Association shall be deemed a breach by the unit owner.

(f) No Unit Owner shall make any structural addition, alteration, or improvement in or to any building nor shall he 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.

(g) A Unit Owner shall not place or cause to be placed in the Common Elements, other than any areas designated as storage areas, any furniture, packages, or objects of any kind. The Common Elements shall be used for no purpose other than as shown on the Plats and Plans, as provided in the Rules and Regulations and for normal transit through them without the prior written consent of the Board of Directors, which consent may be revoked without cause.

(h) Rules and regulations concerning the use of the Units and the Common Elements and facilities may be promulgated and amended by the Board of Directors with the approval of a majority in interest of the Unit Owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Unit Owners shall provide copies of all Rules and Regulations to any Tenant.

(i) No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein all interest by the Declaration made appurtenant to the unit, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even tough the latter shall not be expressly mentioned or described therein. No part of any such appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale of all of the units.

(j) No Unit Owner shall convey his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages and mortgages made by Declarant.

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

ARTICLE 2
IMPROVEMENTS ON THE LAND/UNIT BOUNDARIES

Section 2.1. Location and Dimension of Improvements. The location and dimension of all present improvements and improvements to be made on the land are depicted on the Plats and Plans.

Section 2.2. Units, Votes, Interests in Common Elements and Shares of Common Element Expenses. The Declarant hereby creates a total of forty-four (44) units on the land which units are created hereby. The location of the units created by this Declaration within the building and their dimensions are shown on the Plans. Attached as Exhibit B hereby is a list of all Units, their identifying numbers, location (all as shown more fully on the Plats and Plans), and the Common Element and Common Element expense interests and votes in the Association appurtenant to each Unit. Each Unit has one vote. Each Unit's fraction or percentage of the ownership interest in Common Elements, and except as may otherwise be provided in Section 3.4 herein, in Common Element expenses is determined by the proportion that the estimated square footage of that Unit and its number of sleeping areas bears to all Units.

Section 2.3. Unit Boundaries.

(a) Upper and Lower (horizontal) Boundaries. The upper and lower boundaries of each unit are the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The horizontal plane at the lower surface of the joist line of the ceiling of the unit or of the ceiling of the top floor of the unit if the unit has more than one floor. The Unit includes the gypsum board or plaster, if any, of the ceiling and any other materials constituting any part of the finished surfaces thereof.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the unit are generally the vertical planes at the interior edge of the stud line and exposed chimneys not

covered by studding. The Unit includes the gypsum board, brick or plaster of all walls bounding the unit. 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) The parking spaces shown on the Plan are representative only. The Association may, but shall not be required to, allocate parking spaces to Unit owners by a use agreement or licenses provided that nothing herein shall be construed to mean that any parking space is either a Limited Common Element assigned to a Unit or is otherwise an appurtenance of a Unit. Certain stairways, decks, hallways, and entry ways are limited Common Elements as shown on the Plats and Plans.

(d) Except as specified in this Article or as shown on the Plans, all spaces and improvements within a unit's boundaries are a part of that Unit. No Unit Owner shall permit or suffer any impairment of the sound deadening material between Units. No subdivision of a Unit into two (2) or more Units is permitted. An easement for access to the unit through the Common Elements in common with other Unit Owners is appurtenant to each Unit.

(e) 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, pipes, 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

ARTICLE 3
COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. The locations of the Common Elements to which each unit has direct access are shown on the Plats and Plans. *See* Section 2.3 for a description of additional Common Elements and of some Common Elements which are limited Common Elements.

Section 3.2. Completion and Alteration of Common Elements by the Declarant. Until completion of renovations of all of the units, 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 judgment, it is necessary or desirable to do so.

Section 3.3. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to any building nor shall he paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent thereto of the Board of Directors.

Section 3.4. 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 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.

ARTICLE 4
EASEMENTS AND LICENSES

Section 4.1. Easement for Utilities. The Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property (but not on units owned by others) for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used. Declarant shall have the right, prior to the final termination of the Declarant Control Period, to grant and reserve easements and rights of way through, under, over, and across, the property, (but not through Units owned by others) for the installation, maintenance, repair, removal and replacement and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telecommunications, cable television, and other utilities serving any Unit.

Section 4.2. Easement for Access. For as long as Declarant has or accepts any repair, replacement, or other warranty obligation with respect to any Common Elements or units, the Declarant reserves in favor of itself, any managing agent and/or any other person authorized by either of them, a right of access to and through any Common Element or Unit for repair, replacement or satisfaction of any such warranty obligation upon 24-hour notice to the affected owner of a Unit; provided that the Declarant or said managing agent shall be responsible for any damage caused as a result thereof. In case of emergency, any such required entry shall be immediate whether or not the Unit Owner is present at the time. Common Elements shall not be used in such a manner as to block the right of access of any unit Owner to his unit, common areas, and public ways, and each Unit Owner, in addition to his undivided interest therein, shall enjoy an easement through the common areas for the purpose of access to his Unit.

Section 4.3. Creation and Recording of Certain Licenses and Other Easements. The recording data on any recorded easement and licenses appurtenant to or included in the condominium or to which any portion of the condominium is or may become subject by virtue of a reservation in the Declaration is set forth in Exhibit A.

Section 4.4. Association's Rights. The Association shall have a reasonable right of entry

into and upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium and if no emergency is present then only upon 24-hour notice to the owner of the Unit. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium.

Section 4.5. Right of Access. A right of access shall exist to each Unit for the manager and/or the managing agent and/or any other person authorized by the Board of Directors, for the purpose of making inspections or for the purpose of correcting any condition originating in the Unit or elsewhere and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, other Common Elements or Units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and further upon at least 24-hour notice to the owner of the affected unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 4.6. Easement for Encroachment by Unit Owners. Each Unit Owner shall have the right to encroach from the Unit Owner's unit into the common areas adjacent to that unit for the purpose of driving nails, screws, and other fasteners into studs, walls, ceilings, and floors, provided that the Unit Owner shall be responsible for any damage caused or resulting to common or limited Common Elements thereby, and shall promptly cause any such damage to be repaired.

ARTICLE 5
SPECIAL DECLARANT RIGHTS

Declarant reserves the following special Declarant rights for three (3) years from the date hereof, except as may be otherwise stated below:

Section 5.1. Completion. The Declarant reserves the right to complete any improvements indicated on the Plats and Plans.

Section 5.2. Signs. The Declarant may maintain signs on Common Elements advertising the units for sale.

Section 5.3. Easement Through Common Elements. Declarant reserves the right to use the Common Elements for ingress and egress and construction activities and for the storage of improvements within the Condominium and for discharging its obligations or exercising special Declarant rights, whether arising under the Condominium Act or reserved in this Declaration. Declarant's easement granted hereunder shall not include a right to

unreasonably interfere with or use any portion of the Condominium that is a Unit, without express written consent of the Unit owner.

Section 5.4. Removal of Officers and Board Members. Declarant reserves such rights as are set forth in Article 6 below.

ARTICLE 6
BOARD OF DIRECTORS (EXECUTIVE BOARD) AND DECLARANT CONTROL PERIOD

Section 6.1. Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of 3 persons to be appointed and who may be removed and replaced by Declarant.

Section 6.2. Declarant Control Period. For a period of 3 years from the first conveyance of a Unit to a person other than Declarant, subject to earlier termination as set forth below, Declarant shall control the Association ("Declarant Control Period"), and during this period Declarant or persons designated by it may appoint, remove and replace members of the Board; provided, however that after 50% of the Units are conveyed to Unit Owners other than the Declarant, the Unit Owners and the Declarant shall have the right to elect to the Board of Directors one Unit Owner, who shall replace one member of the Board appointed by the Declarant, which replaced member shall be as selected by Declarant, such replacement to be no longer subject to appointment, removal or replacement by Declarant.

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 closed and then shall be transferred to the Association for deposit to a segregated fund. The Bylaws of the Association may further regulate the Board of Directors of the Association, which Bylaws are attached hereto as Exhibit C.

ARTICLE 7
AMENDMENT TO DECLARATION REQUIRED CONSENT

Except as otherwise provided in the Condominium Act the Declaration may be amended only by agreement of the owners of Units. No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant. In addition, no material amendment of the Declaration shall be made without the approval of "eligible mortgage holders", as defined by Section 1602-119 of the

Condominium Act, holding mortgages on Units having at least fifty-one (51) percent, in the aggregate, of the voting power of owners of Units which are subject to eligible mortgages, and by all mortgagees of Declarant of one or more Units. An amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve amendments which are not material and who does not deliver or mail to the requesting party a negative response within forty-five (45) days of receipt shall be deemed to have approved such request. Amendments which are material include any change in voting rights, types of assessments, assessment liens, or subordination of any such liens, in reserves or provisions for maintenance, repair, or replacement of Common Elements, changes in insurance or fidelity bond provisions, provisions concerning expansion or contraction of the Condominium, annexation, addition or withdrawal of property to or from the Condominium, in provisions for responsibility for maintenance and repairs, in the boundaries of any Unit, reallocation of interests in general or limited Common Elements or rights in their use, changes in provisions relating to the leasing of Units, conversion of the Units into Common Elements, or conversion of Common Elements into Units, imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, any decision by the Association to establish self-management after professional management has been previously required by an eligible mortgage holder, a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or to restore or repair the Condominium in a manner other than as specified in the Declaration and Bylaws after such condemnation or destruction, or any provisions for the express benefit of mortgage holders, insurers, or guarantors.

ARTICLE 8
RIGHT TO LEASE UNITS

The Declarant shall own, in fee simple, each condominium Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant and each owner of a Unit retains the right to enter into leases with any persons for the occupancy for any legally permissible use not proscribed herein of any of the Units, and to maintain reasonable signs for such purposes. Units may be leased for a total term not to exceed two years. All leases pursuant to this section must be for a minimum term of 12 months. Upon the conclusion of the maximum term of any lease, an owner may not again lease a Unit without the Consent of the Board of Directors, which shall not be granted except to alleviate an Owner's hardship until that owner has used the Unit as a residence for a minimum of 12 months. All leases, whether denominated lease, rental agreement, or otherwise, shall be in writing and signed by all parties to the lease. This Article 8 shall be interpreted and construed in a manner to qualify an Unit and a Unit Owner for financing guaranteed by the U. S. Department of Veterans Affairs, in accordance with 38 U. S. C. §§ 501, 3703(c)(1) and 3710(a)(6) and 38 C.F.R. § 36.4358(c)(6) and any rental restriction or term required or prohibited thereunder are hereby incorporated in this

Declaration by reference. These restrictions shall not apply to any units owned by the Declarant.

ARTICLE 9
MORTGAGEES

Section 9.01. Mortgagee Rights. In addition to the rights of secured lenders set forth in Section 1602-119 of the Condominium Act, in Article Seven of this Declaration, and elsewhere herein, "eligible mortgage holders" shall have the following rights:

(a) Notice of Unpaid Common Expenses. The Board of Directors, or their designee or agent, whenever so requested in writing by such a mortgagee of a Unit, shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged unit.

(b) Notice of Default. The Board of Directors or the Association, when giving notice to a Unit Owner of a default in paying common expenses or other default, shall send a copy of such notice to such holder of a mortgage covering such Unit.

(c) Examination of Books. Each such mortgagee shall be permitted to examine the books of account of the Association at reasonable times on weekdays. Any mortgage holder shall be allowed to have an audited financial statement prepared at its own expense concerning the Association.

(d) Rights Relating to Termination. Notwithstanding any other provisions herein contained, the Condominium herein created may not be terminated without the written consent of at least sixty-seven (67) percent of the eligible mortgage holders, unless said termination arises by virtue of the destruction or condemnation of substantially all of the Property.

(e) Rights Relating to Notice. Upon sending to the Board of Directors a request therefore, specifying its name and address and the Unit number or address of the Unit upon which it holds a mortgage, a mortgage holder, guarantor or insurer shall be entitled to timely notice of (1) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit upon which it holds a mortgage; (2) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage; (3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association and (4) any proposed action which requires the consent of a specified percentage of eligible mortgage holders.

ARTICLE 10
OPERATION OF THE CONDOMINIUM, INSURANCE, TERMINATION

Operation of the Condominium

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 the following factors: (a) size of Unit, (b) whether a Unit is allocated certain limited Common Elements not typically allocated to other Units (c) the number of bedrooms in a Unit and (d) extra rooms within the Unit, not including bedrooms. 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, management 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 to make up any deficit in the common expenses for any prior year.

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 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. After the Association makes a common expense assessment, through the end of the Declarant Control Period, the Declarant shall fund any shortfall in the operational costs, provided that the initial working capital fund may also be used by the Association to fund shortfalls in operating costs.

Common expenses shall be assessed, and payable with respect to each unit on the date that each such Unit is sold.

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

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 Bylaw 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 Bylaws, 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 Bylaws:

(a) To suspend use of any non-essential portions 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.

(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 $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.

Maintenance and Repairs

(a) All maintenance of and repairs to any Unit, structural, or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements and facilities contained thereon, and not necessitated by the negligence, misuse or neglect of the Declarant or its agents, employees, contractors, successors or assigns) shall be made by the owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements and facilities that his failure so to do may endanger. Failure of a Unit Owner to adhere to the terms hereof may result in a lien upon his Unit pursuant to Section 1603-116 of the Condominium Act as well as legal action. Any structural repairs or maintenance required hereunder shall be the responsibility of the owner of a Unit only to the extent that such repairs or maintenance is not the result of the

owner's misuse or negligence, or the misuse or negligence of the owner's guests, invitees, tenants or contractors.

(b) All maintenance, repairs, and replacements to the Common Elements and facilities, limited Common Elements and facilities (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and be charged to all the Unit Owners as common expenses, except as provided in Section 3.4 hereof.

Insurance

To the extent reasonably available, the Condominium Association shall obtain and maintain insurance coverage as set forth herein. All insurance affecting the Condominium shall be governed by and in accordance with the provisions of this Article and Section 1603-113 of the Condominium Act. In any event, the Association shall maintain insurance which meets the then current Condominium Master Insurance Policy requirements of the Federal National Mortgage Association "FNMA". All insurance policies shall have, as the named insured, the "Riverfront Lofts Condominium Association", for the use and benefit of the Unit Owners of the "Riverfront Lofts Condominium", shall provide that it shall be primary insurance even if other insurance is available to cover any insured loss, shall contain a waiver of subrogation endorsement or clause prohibiting subrogation against individual Unit Owners, and shall contain an endorsement providing that the coverage is not avoided, nullified or in any other way prejudiced by acts or omissions of Unit Owners which acts or omissions are not controlled by the Association. All policies of insurance shall provide that the insurer shall notify the Association, any insurance trustee other than the Association, and each first mortgage holder in writing at least twenty (20) days before it cancels or substantially changes any insurance policy or coverage.

(a) Physical Damage. Property insurance, insuring the Common Elements, insure against all risks of a direct physical loss commonly insured against fire and extended coverage perils. The total amount of insurance shall be not less than one hundred (100%) percent of the current replacement cost of the Common Elements, limited Common Elements and units, including agreed amount, and inflation guard endorsement.

(b) Required Coverage. The insurance policy must protect against at least loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The policy must meet the requirements described below:

(1) Master (or Blanket Policy) for Condominium Projects. The Owners' Association must maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all of the general and limited Common Elements that are normally included in coverage. This includes fixtures and buildings service equipment and common personal property and supplies belonging to the Owners' Association.

The policy must also cover fixtures, equipment, and other personal property inside individual units if they will be financed by a mortgage to be purchased by the Federal National Mortgage Association ("FNMA"), whether or not the property is part of the Common Elements.

(2) Amount of Insurance. Insurance shall cover one hundred (100) percent of the current replacement cost of the project facilities, including the individual units in a condominium project. Coverage does not need to include land, foundations, excavations, or other items that are usually excluded from insurance coverage.

The allowable deductible on the policy shall be the lesser of (i) $10,000.00, or (ii) 1% of the policy face amount.

(3) Special Endorsements. The following endorsements are required, if applicable:

i Agreed Amount and Inflation Guard Endorsement, when it can be obtained.

ii Construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the condominium is destroyed by an insured hazard. Typical endorsements include Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement.

iii Steam Boiler Coverage Endorsement, providing at least $50,000.00 coverage for each accident at each location. Greater coverage may be required.

In addition, the policy for a condominium project should provide that:

iv Any Insurance Trust Agreement will be recognized.

v The right of subrogation against Unit Owners will be waived.

vi The insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Owners' Association.

vii The policy will be primary, even if an Unit Owner has other insurance that covers the same loss.

These requirements are usually covered by a Special Condominium Endorsement.

(c) Named Insured. Insurance policies for the Condominium project shall show the following as the named insured:

"Association of the Owners of the Riverfront Lofts Condominiums, for the use and benefit of the individual owners".

The policy can specify an authorized representative of the Owners' Association, including its insurance trustee, as the named insured. The "loss payable" clause shall show the Owners' Association or the insurance trustee as a trustee for each Unit Owner and the holder of each unit's mortgage.

The policy must also contain the standard mortgage clause and must name as mortgagee either FNMA or the servicers for the mortgages on units in the project. When a servicer is named as mortgagee, its name should be followed by the phrase "its successors and assigns, as their interest may appear."

(d) Liability Insurance. Liability insurance, including medical payments for insurance, in an amount determined by the Board of Directors, but in any event no less than one million dollars ($1,000,000.00) per occurrence, 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 and Limited Common Elements. The following FNMA requirements must be complied with:

The Owners' Association must maintain a comprehensive general liability insurance policy covering all Common Elements, public ways, and any other areas that are under its supervision. The insurance should also cover commercial spaces that are owned by the Owners' Association, even if they are leased to others. The policy should provide coverage of at least $1,000,000.00 for bodily injury and property damage for any single occurrence. More coverage may be required if higher amounts are usually required by

mortgage investors in other similar projects in the area.

The liability insurance shall provide coverage for:

(1) Bodily injury and property damage that result from the operation, maintenance, or use of the Common and/or Limited Common Elements.
(2) Any legal liability that results from law suits related to employment contracts in which the Owners' Association is a party.

Supplemental coverage may be required to protect against other risks - such as host liquor liability insurance, employers' liability insurance, comprehensive automobile insurance, and contractual and all-written contract insurance.

The policy must provide for at least 10 days' written notice to the Owners' Association before the insurer can cancel or substantially modify the policy. Similar notice must also be given to each holder of a first mortgage on an individual unit in the condominium.

(e) Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Maine.

(f) Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate. Fidelity bonds shall be maintained, with respect to all those handling or responsible for Association funds, in accordance with FNMA requirements.

Repair or Reconstruction After Fire or Other Casualty

(a) Subject to the prior rights of mortgagees of 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 (80%) percent of the total common interest in the Condominium 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.

(b) Subject to the prior rights of mortgagees of 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.

(c) 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 a majority in interest 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 Declarant on one or more Units; which approvals shall not be withheld unreasonably.

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.

Termination

Subject to the consent of at least 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. Upon termination, all Unit Owners shall hold the

Common Elements as equal tenants in common.

ARTICLE 11
MISCELLANEOUS

In the event of any inconsistency between or among the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or rules or regulations of the Association, the Condominium Act shall control; provided that a provision in this Declaration which is permissible under the Condominium Act shall not be considered to be inconsistent with the Condominium Act.

Any dispute or disagreement between Unit Owners other than Declarant with respect to the interpretation or application of this Declaration or the Articles of Incorporation, the Bylaws or rules and regulations of the Association shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

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

In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws or rules and regulations of the Association, 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 by a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the disputants mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties. 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 proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation or other principles of law or equity.

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, provided that such foreclosure shall not release the delinquent former Owner from personal liability for unpaid common expenses. All unit assessments shall be the personal responsibility of the Unit Owner to whom they are assessed. Nothing set forth herein shall limit the Associations right to assert and foreclose a lien and to have such lien paid from the proceeds of sale, provided, however, that in the case of the mortgagee's foreclosure sale, all amounts due to the mortgagee under its mortgage shall be paid in full before any proceeds of sale are available to pay the Association's Lien..

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.

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,

IN WITNESS WHEREOF, John G. Gallagher, President of the Declarant has executed this Declaration this 6th day of November, 2007.

WITNESS

Frank K.N. Chowdry

DECLARANT
Westbrook Development Corporation

By: John G. Gallagher
Its: President

STATE OF MAINE
CUMBERLAND ss.

November 6, 2007

Then personally appeared the above-named John G. Gallagher and acknowledged the foregoing instrument to be his free act and deed in his above capacity and the free act and deed of Westbrook Development Corporation.

Before me,

~~Notary Public~~ / Maine Attorney
Frank K.N. Chowdry
Printed Name
My commission expires: N/A

EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the westerly side of Lincoln Street and the northerly side of Bridge Street, in the City of Westbrook, Cumberland County, Maine, said premises being shown on a Plan entitled "Boundary Survey, Bridge Street, Lincoln Street, City of Westbrook, Cumberland County, State of Maine, for CKF Properties, LLC" dated April 27, 2005, as revised through May 23, 2005, prepared by Lewis & Wasina, Inc. (the "Survey") and being more particularly bounded and described as follows:

Beginning at the three-quarter-inch (3/4") iron pipe set on the westerly side of Lincoln Street at the southerly corner of land now or formerly of the City of Westbrook and the most northerly corner of the premises herein described (being premises conveyed to CKF Properties, LLC by deed recorded in Book 16438, Page 234); thence from said point of beginning the following courses and distances:

South twenty-two degrees twenty-nine minutes thirty-seven seconds East (S 22° 29' 37" E) along said Lincoln Street one hundred fifty-one and thirty-two hundredths (151.32) feet to a five eights-inch (5/8") rebar set;

Thence South thirty-eight degrees twenty-four minutes forty-three seconds East (S 38° 24'43" E) along said Lincoln Street one hundred sixty-eight and seventy-nine hundredths (168.79) feet to a five-eighths-inch (5/8") rebar set at land now or formerly of Edward Proctor, *et al.*, as described in a deed recorded in Book 4718, Page 226;

Thence South fifty-four degrees twenty-three minutes fifteen seconds West (S 54° 23' 15" W) by said Proctor land one hundred five and zero-hundredths (105.00) feet to a five-eighths-inch (5/8") rebar set;

Thence South twenty-four degrees fifty-eight minutes forty-nine seconds East (S 24° 58' 49" E) by said Proctor land eighty and twenty-eight hundredths (80.28) feet to a bent one-inch (1") iron pipe;

Thence North fifty-four degrees twenty-three minutes fifteen seconds East (N 54° 23' 15" E) by said Proctor property twenty-four and eighty-seven hundredths (24.87) feet to a one-inch (1") iron pipe at land now or formerly of Isabella Berube described in a deed recorded in Book 1997, Page 101;

Thence South thirty-eight degrees nine minutes forty-one seconds East

(S 38° 09' 41" E) by said Berube property a distance of seventy-five (75) feet to a five-eighths-inch (5/8") rebar set at land now or formerly of Richard W. Godet, Jr., as described in a deed recorded in Book 15239, Page 222;

Thence South thirty-two degrees thirteen minutes thirty-three seconds East (S 32° 13' 33" E) a distance of sixteen and nineteen hundredths (16.19) feet to a five-eighths-inch (5/8") rebar set at land now or formerly of Zi Qian Zhang described in a deed recorded in Book 18471, Page 91;

Thence South sixty-four degrees fifty-three minutes fourteen seconds West (S 64° 53' 14" W) by said Zi Qian Zhang property a distance of fifty-three and seventy hundredths (53.70) feet to a five-eighths-inch (5/8") rebar set;

Thence South twenty-five degrees six minutes forty-nine seconds East (S 25° 6' 49" E) along said Zi Qian Zhang property a distance of one hundred fifteen (115) feet to a five-eighths-inch (5/8") rebar set on the northerly sideline of Bridge Street;

Thence South forty-seven degrees fifty-three minutes fourteen seconds West (S 47° 53' 14" W) along said Bridge Street a distance of seventy-three and twelve hundredths (73.12) feet to a five-eighths-inch (5/8") rebar set at land formerly of S. D. Warren Company, now of Dana Warp Mill, LLC;

Thence South twenty-five degrees twenty-eight minutes forty-four seconds West (S 25° 28' 44" W) along said Dana Warp Mill, LLC property a distance of eighty-five and ninety-nine hundredths (85.99) feet to a one-and-one-quarter-inch (1 ¼") iron axle;

Thence in a southwesterly direction a distance of eight (8) feet, more or less, to the waters of the Presumpscott River;

Thence in a generally northerly direction following said waters of the Presumpscot River to land formerly of Fraternal Order of Eagles Westbrook Aerie No. 2977 described in deeds recorded in Book 2889, Page 127 and Book 2339, Page 29, said land now of Easter 1916 LLC at a point opposite the next-described iron rod;

Thence on a course of North sixty-six degrees three minutes fourteen seconds East (N 66° 03' 14' E) along said Easter 1916 LLC property a distance of ten (10) feet, more or less, to a five-eighths-inch (5/8") rebar with aluminum cap set, said rebar being situated on a course of North thirty-

six degrees fifty-five minutes thirty-two seconds West (N 36° 55' 32" W) a distance of ninety-one and fifty-five hundredths (91.55) feet from the last mentioned one-and-one-quarter-inch (1.25") iron axle;

Thence North sixty-six degrees three minutes fourteen seconds East (N 66° 03' 14" E) along said Easter 1916 LLC property a distance of eighty-four (84) feet to a five-eighths-inch (5/8") rebar set;

Thence North seventy-one degrees sixteen minutes thirty-three seconds East (N 71° 16' 33" E) by said Easter 1916 LLC property a distance of forty-seven and ninety-four hundredths (47.94) feet to a five-eighths-inch (5/8") rebar set;

Thence North twenty-seven degrees forty-seven minutes forty-six seconds West (N 27° 47' 46" W) by said Easter 1916 LLC property a distance of one hundred fourteen and forty hundredths feet (114.40) feet to a five-eighths-inch (5/8") rebar set;

Thence South sixty-seven degrees nineteen minutes fourteen seconds West (S 67° 19' 14" W) a distance of one hundred twenty-eight (128) feet by said Easter 1916 LLC property to a five-eighths-inch (5/8") rebar set;

Thence continuing on the same course a distance of thirteen (13) feet, more or less, to the waters of the Presumpscott River;

Thence in a northerly direction following said waters of the Presumpscott River to a point opposite the next following one-inch (1") iron pipe;

Thence North seventy-eight degrees eighteen minutes forty-four seconds East (N 78° 18' 44" E) a distance of five (5) feet, more or less, to a one-inch (1") iron pipe found (said iron pipe being located on the following two courses and distances from the last-mentioned five-eighths-inch (5/8") rebar set):

North twenty-three degrees ten minutes two seconds West (N 23° 10' 02" W) two hundred seventy-six and sixty-six hundredths (276.66) feet to an angle;

Thence North fifty degrees forty-four minutes nine seconds West (N 50° 44' 09" W) eighty-six and thirty-four hundredths (86.34) feet to the within one-inch (1") iron pipe;

Thence North seventy-eight degrees eighteen minutes forty-four seconds East (N 78° 18' 44" E) along land of Edward P. Guitard as described in a deed recorded in Book 2517, Page 117, a distance of forty-three and eleven hundredths (43.11) feet to a one-inch (1") galvanized iron pipe found;

Thence North three degrees six minutes sixteen seconds East (N 3° 6' 16" E) by said Guitard land eighty-eight and fifty-nine hundredths (88.59) feet to a bent one-inch (1") iron pipe found;

Thence North twenty degrees twenty-four minutes twenty-nine seconds East (N 20° 24' 29" E) by said Guitard land ninety-seven and eighty-seven-hundredths (97.87) feet to a one-inch (1") iron pipe flush found at the aforementioned land now or formerly of the City of Westbrook;

Thence North forty degrees four minutes twenty-five seconds East (N 40° 04' 25" E) by said City of Westbrook property a distance of twenty-one and thirty-four hundredths (21.34) feet to a five-eighths-inch (5/8") rebar set;

Thence North seventy-two degrees four minutes twenty-five seconds East (N 72° 04' 25" E) by said City of Westbrook property a distance of ninety-four and twenty-three hundredths (94.23) feet to the place and point of beginning.

Meaning and intending to describe a parcel of land containing one hundred ten thousand, nine hundred seventy square feet (2.55 acres), and including 2.64 acres when measuring the property to the apparent high-water mark of the Presumpscott River (as described, the "Property").

The within description is based on a Plan entitled "Boundary Survey, Bridge Street, Lincoln Street, City of Westbrook, Cumberland County, State of Maine, for CKF Properties, LLC" dated April 27, 2005, as revised through May 23, 2005, prepared by Lewis & Wasina, Inc.

The Property is all of the property more fully described in a deed recorded at said County's Registry of Deeds in Book 16438, Page 234.

The foregoing premises are hereby conveyed subject to and together with the following:

(a) There is hereby EXCEPTED and RESERVED from the Property to Grantor and to Easter 1916, LLC, their respective successors and assigns forever,

as described in a deed of even date from Grantor to Easter 1916, LLC being recorded immediately prior hereto (the "Easter Deed'), the right and easement for the exclusive use and enjoyment, for the "Easement Area", all as set forth more specifically in said Easter Deed.

b. Notwithstanding the exception and reservation referenced in the foregoing paragraph "(a)" the Property is hereby conveyed together with a 20' wide right of way or easement (the "Bridge Street ROW"), in common with Grantor and others, for vehicular and pedestrian access, and for maintenance, repair, replacement and use of the existing sanitary sewer line, within and across the area of Grantor's premises labeled "R.O.W. TO HENDERSON PARCEL SEE BK. 1137, PG. 28" as shown on the Survey, said Bridge Street ROW being more specifically described on **Exhibit A-2**, attached hereto; provided, however, such Bridge Street ROW is subject to the rights of Easter 1916, LLC as set forth in the Easter Deed.

c. There is hereby EXCEPTED and RESERVED from the Property to Grantor, its successors and assigns, and to Easter 1916, LLC, its successors and assigns forever, as described in the Easter Deed, the rights and easements in, over and on those portions of the Property marked "Expanded Parking Easement" as shown on the copy of the Survey, and as more specifically described on **Exhibit A-1**, attached hereto, all as set forth in the Easter Deed. All easements or rights granted, excepted or reserved herein or in the Easter Deed shall be for the benefit of the respective parties, and their heirs, successors and assigns (except as to any license for parking in favor of Blue Star Corp.).

The Property is hereby conveyed subject to the following easements, rights etc., to the extent in force and applicable and to the extent such rights, easements and title, if any, are held by persons other than the Grantor and Easter 1916, LLC, it being the intent of the Grantor to convey its interest, if any, in and to all of the following unless expressly reserved above:

1. Rights and easements granted by Daniel J. Wellehan, Jr. to Portland Water District dated June 6, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3415, Page 309.

2. Rights and easements granted by Cumberland Creamery, Inc. to Portland Water District dated November 21, 1955 and recorded in said Registry of Deeds in Book 2255, Page 303.

3. Poleline Easement granted by Sebago, Inc. to Central Maine Power Company dated August 10, 1978 and recorded in said Registry of Deeds in Book 4324, Page 268.

4. Poleline Easement granted by Sebago-Moc Company to Central Maine Power Company and New England Telephone and Telegraph Company dated August 29, 1968 and recorded in said Registry of Deeds in Book 1073, Page 255.

5. Poleline Easement granted by Sebago-Moc Company to Central Maine Power Company and New England Telephone and Telegraph Company dated February 4, 1963 and recorded in said Registry of Deeds in Book 2781, Page 299.

6. Rights and easements granted by Haskell Silk Company to Mallison Power Company by instrument dated January 6, 1903 and recorded in said Registry of Deeds in Book 728, Page 291.

7. Rights and easements granted by Haskell Silk Company to Mallison Power Company by instrument dated January 6, 1903 and recorded in said Registry of Deeds in Book 728, Page 292.

8. Right-of-way granted by Haskell Silk Company to Odilon Fredette by instrument dated May 17, 1923 and recorded in said Registry of Deeds in Book 1126, Page 316.

9. Rights-of-way described in deed from Haskell Silk Company to Andrew Henderson dated May 17, 1923 and recorded in said Registry of Deeds in Book 1137, Page 26.

10. Restriction that the property will not be used, directly or indirectly, in the liquor traffic under any form or in any manner *as* set forth in deed from Roland G. Roy to Fraternal Order of Eagles Westbrook Arie No. 2977 dated February 27, 1957 and recorded in the Cumberland County Registry of Deeds in Book 2339, Page 29.

11. Obligation to maintain right of way as set forth in deed from Reliable Realty Co. to Francis L. Foley dated May 8, 1946 and recorded in said Registry of Deeds in Book 1817, Page 217.

12. Right of way set forth in deed from Haskell Silk Company to Frank F. Redden dated February 29, 1912 and recorded in said Registry of Deeds in Book 888, Page 427.

13. Riparian rights in Presumpscot River and title to any lands which may have been filled or created by artificial means.

Also certain rights and easements described as follows:

Easement Area

A certain lot or parcel of land in the City of Westbrook, County of Cumberland and State of Maine, being situated on the northerly side of Bridge Street, being bounded and described as follows:

Beginning at an iron rod set on the northerly side of Bridge Street at the southwesterly corner of land now or formerly of Zi Qian Zhang as described in a deed recorded in the Cumberland County Registry of Deeds in Book 18471, Page 91; thence on a course of North 25° 06' 49" West by said Zhang property a distance of one hundred fifteen (115) feet to an iron rod set; thence in a westerly direction a distance of thirty (30) feet, more or less, to an iron rod set at the northeasterly corner of land now or formerly of the Fraternal Order of Eagles Westbrook Aerie No. 2977 as described in deeds recorded in said Registry of Deeds in Book 2889, Page 127 and Book 2339, Page 29, said premises now being the property of Easter 1916, LLC; thence by said Easter 1916, LLC land on a course of South 27° 47' 46" East a distance of one hundred fourteen and forty hundredths (114.40) feet to an iron rod set at the southeasterly corner of said Easter 1916, LLC land; thence by the southerly bounds of said Easter 1916, LLC land on a course of South 71° 16' 33" West a distance of forty-seven and ninety-four hundredths (47.94) feet to an iron rod set; thence by said premises on a course of South 66° 03' 14" West a distance of eighty-four (84) feet to an iron rod set; thence continuing on the same course a distance of ten (10) feet, more or less, to the Presumpscot River; thence in a generally southerly direction along said Presumpscot River to land of Dana Warp Mill, LLC at a point on said River opposite the next described iron rod; thence in an easterly direction along said Dana Warp Mill, LLC land a distance of eight (8) feet, more or less, to a 1 ¼" iron axle set in the ground, which iron axle is situated on a course of South 36° 55' 32" East a distance of ninety-one and fifty-five hundredths (91.55) feet from the last mentioned iron rod; thence along said Dana Warp Mill property on a course of North 25° 28' 44" East a distance of eighty-five and ninety-nine hundredths (85.99) feet to an iron rod set at an angle point on the westerly side of said Bridge Street; thence on a course of North 47° 53' 14" East along said Bridge Street a distance of seventy-three and twelve hundredths (73.12) feet to the iron rod and point of beginning.

Meaning and intending to describe an L-shaped parcel of land bounded by said River, land of Dana Warp Mill, land of Easter 1916, LLC and remaining land of CKF Properties, LLC (conveyed to Blue Star Corporation by this deed).

Expanded Parking Easement

A certain lot or parcel of land in the City of Westbrook, County of Cumberland and State

of Maine, being situated northerly of, but not adjacent to, Bridge Street and westerly of, but not adjacent to, Lincoln Street, in said City of Westbrook, and being situated contiguous northerly to the Easement Area and northerly of and contiguous to land of Easter 1916, LLC, said premises being bounded and described as follows:

Beginning at an iron rod set at the northwesterly corner of property now or formerly of Zi Quin Zhang as described in a deed recorded in the Cumberland County Registry of Deeds in Book 18471, Page 91, said point of beginning also being the most northerly corner of the Easement Area first above described; thence on a course of North 64° 53' 14" East by said Zhang property a distance of fifty-three and seventy hundredths (53.70) feet to an iron rod set; thence on a course of North 32° 13' 33" West by property now or formerly of one Godet as described in a deed recorded in said Registry of Deeds in Book 15239, Page 222, a distance of sixteen and nineteen hundredths (16.19) feet to an iron rod set at land now or formerly of one Berube as described in a deed recorded in said Registry of Deeds in Book 1997, Page 101; thence North 38° 09' 41" West by said Berube land a distance of seventy-five (75) feet to a 1" iron pipe found at land now or formerly of Proctor as described in a deed recorded in said Registry of Deeds in Book 4718, Page 226; thence South 54° 23' 15" West by said Proctor land a distance of twenty-four and eighty-seven hundredths (24.87) feet to a bent 1" iron pipe found at the southwesterly corner of said Proctor land; thence in a southwesterly direction on a line which is parallel to and twenty-seven (27) feet southerly from the most southerly wall of the largest building on the land of CKF Properties, LLC (being conveyed to Blue Star Corporation by this deed) and continuing in said southwesterly direction to the Presumpscot River; thence in a generally southerly direction by and along said Presumpscot River to land now of Easter 1916, LLC; thence on a course of North 67° 19' 14" East a distance of thirteen (13) feet to an iron rod set; thence continuing on the same course along said Easter 1916, LLC land a distance of one hundred twenty-eight (128) feet to an iron rod set at the northeasterly corner of said Easter 1916, LLC premises and at a point of intersection with the Easement Area defined above; thence in an easterly direction on a straight line along said Easement Area to the iron rod set at the point of beginning of the within Expanded Easement Area.

Meaning and intending to describe a portion of land situated northerly of and contiguous to the Easement Area and the Easter 1916, LLC premises and extending to said line which is parallel to and twenty (20) feet distant from said southerly line of the largest building on land of CKF Properties, LLC.

Exhibit A-2
Bridge Street ROW

A certain lot or parcel of land in the City of Westbrook, County of Cumberland and State of Maine, being situated on the northerly side of Bridge Street, being bounded and described as follows:

Beginning at an iron rod set on the northerly side of Bridge Street at the southwesterly corner of land now or formerly of Zi Qian Zhang as described in a deed recorded in the Cumberland County Registry of Deeds in Book 18471, Page 91; thence on a course of North 25° 06' 49" West by said Zhang property a distance of one hundred fifteen (115) feet to an iron rod set; thence in a westerly direction a distance of thirty (30) feet, more or less, to an iron rod set at the northeasterly corner of land now or formerly of the Fraternal Order of Eagles Westbrook Aerie No. 2977 as described in deeds recorded in said Registry of Deeds in Book 2889, Page 127 and Book 2339, Page 29, said premises now being the property of Easter 1916, LLC; thence by said Easter 1916, LLC land on a course of South 27° 47' 46" East a distance of one hundred fourteen and forty hundredths (114.40) feet to an iron rod set at the southeasterly corner of said Easter 1916, LLC land; thence continuing in the same course a distance of 13.60 feet to the northerly sideline of Bridge Street; thence along said sideline of Bridge Street on a course of North 47° 53' 14" East a distance of 23.90 feet to the point of beginning.

EXHIBIT B

The unit numbers, percentage of ownership of common elements, percentage assessment of common element expenses and number of votes in the Riverfront Lofts Condominium Association are as follows:

Unit #	Votes	Percentage of ownership of common elements and percentage assessment of common element expense
119	1	2.0938%
120	1	2.0938%
117	1	2.0938%
118	1	2.0938%
115	1	2.0938%
116	1	2.0938%
113	1	2.3451%
114	1	2.0938%
111	1	2.0938%
112	1	2.0938%
109	1	2.0938%
110	1	2.0938%
107	1	2.3451%
108	1	2.0938%
105	1	2.3451%
106	1	2.0938%
102	1	2.3451%
104	1	2.0938%
219	1	2.3451%
220	1	2.3451%
217	1	2.3451%
218	1	2.3451%
215	1	2.3451%
216	1	2.3451%
213	1	2.3451%
214	1	2.3451%
211	1	2.3451%
212	1	2.3451%
209	1	2.3451%
210	1	2.3451%

207	1	2.3451%
208	1	2.3451%
205	1	2.3451%
206	1	2.3451%
203	1	2.5126%
204	1	2.3451%
201	1	1.9263%
202	1	2.0938%
200	1	2.3451%
creamery		
10	1	2.5126%
12	1	2.5126%
14	1	2.5126%
16	1	2.5126%
18	1	2.5126%
TOTAL	44	100.00%