EXHIBIT C to Public Offering

# BY-LAWS of the RADCLIFFE GLEN CONDOMINIUM ASSOCIATION

## ARTICLE I
## Introductory Provisions

1.1. Name. The name of this Association is RADCLIFFE GLEN CONDOMINIUM ASSOCIATION ("Association"). The address is 191 State Road, Suite 2, Kittery, Maine 03904. These By-Laws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium.

1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof.

1.3. Office. The principal office of the Association and the Executive Board shall be located at 191 State Road, Suite 2, Kittery, Maine 03904 or at such other location as the Executive Board may designate from time to time.

1.4. Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended (the "Nonprofit Corporation Act") and the "Board of Directors" described therein shall be referred to herein and in the Declaration as "Executive Board" or as "Board of Directors."

1.5. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Maine Condominium Act, 33 M.R.S.A. 1601-101 et seq.

## ARTICLE II
## The Association

2.1. Composition, Powers and Duties. The composition, powers and duties of the Association are as set forth in the Declaration.

2.2. Nontransferability of Interests; Membership. Except as provided herein or in the Declaration, membership shall not be transferable. The members of the Association shall consist of all owners of Units in the Radcliffe Glenn Condominium. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically

transfer to and be vested in the next Owner or Owners succeeding to such ownership interest.

2.3. Meetings of Members. Meetings of the membership shall be held at the principal office of the Association or at such other place as may be specified in the notice of the meeting.

2.4. Annual Meetings. The annual meeting of the members shall be held each year on or about the first Saturday in May, or such other date as may be established by the Association. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter that is not a legal holiday. At such meetings there shall be elected by ballot of the members an Executive Board in accordance with the provisions of Article III. The members shall also transact such other business as may properly come before them. At each annual meeting, the Treasurer shall present a financial report of the receipts and common expenses for the immediately preceding fiscal year, itemized receipts and expenditures, the allocation to each Unit Owner and any changes expected for the present fiscal year. A copy of such financial report shall be sent to each Unit Owner not less than five (5) days prior to the annual meeting.

2.5. Special Meetings. The President shall call a Special Meeting of the Association if so directed by resolution of the Executive Board or upon the written request from Owners entitled to cast at least fifty percent (50%) of the votes in the Association. The notice of any Special Meeting shall state the time, the place and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or written request; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.10 herein, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or written request. No business shall be transacted at a special meeting except as stated in the notice.

2.6. Notice of Meeting. It shall be the duty of the Secretary, or upon his failure or neglect then of any other officer, to give notice of each annual or special meeting, the time and place of the meeting, and the items on the agenda for that meeting, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes and any proposal to remove a member of the Executive Board or officer, to each member of record including the Declarant as long as it is the owner of record of a Unit and to each Eligible Mortgage Holder. With respect to any annual or special meeting such notice shall be so mailed at least ten (10) days but no more than forty-five (45) days prior to the date so set for the meeting.

2.7. Quorum. The presence, either in person or by proxy, of the Owners of the Units to which are allocated at least one-half (1/2) of the Votes in the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

2.8. Adjournment of Meetings. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty eight (48) hours from the time at which the original meeting was called.

2.9. Votes in Association. The vote allocated to each Unit Owner is listed on Schedule B of the Declaration.

2.10. Voting. Voting shall be in accordance with Section 1603-110 of the Act and the Declaration, including, but not limited to, Section 1603-110 (b). If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the members to cast the votes allocated to such Unit or Units.

2.11. Majority Vote Required. Unless by express provisions of the Act, these By-Laws or the Declaration a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean the Unit Owners of those Units to which are allocated more than fifty percent (50%) of the total authorized Votes allocated to all of the Units that are present in person or by proxy and voting in any meeting of the Association at which a quorum is present as determined in accordance with Paragraph 2.7.

2.12. Informal Action. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all the members. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes.

2.13. Order of Business. The order of business at all meetings of the members shall be as follows:

a) Roll call;
b) Proof of notice of meeting;
c) Reading of minutes of preceding meeting for approval of same;
d) Reports of Executive Board or of officers or of the manager;
e) Reports of committees, if any;
f) Election of inspectors of elections (when so required);
g) Election of members of the Board of Directors (when so required);
h) Unfinished business;
i) New Business.

At all meetings of the Association or of the Executive Board, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict in which these By-Laws or the Declaration, as the case may be, shall prevail.

## ARTICLE III
## Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board composed of three (3) natural persons. During the period of Declarant

control, as provided in the Declaration, the Executive Board shall be composed of three (3) natural persons who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the end of the period of Declarant control, the Executive Board shall be composed of three (3) individuals, as the Board may determine from time to time. Each member of the Executive Board 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 Executive Board.

3.2. Election and Term of Office. The members of the Executive Board shall be elected as follows:

3.2.1. At the annual meetings of the Association, the election of members of the Executive Board shall be held. With the exception of the Transition Election defined below in this subsection, the term of office of each Executive Board member shall be fixed at three (3) years. At the end of the Declarant Control Period, as defined in the Declaration, three (3) members of the Executive Board shall be elected through election referred to as the Transition Election. The individual receiving the most votes at the Transition Election, shall serve a term of three (3) years; the individual receiving the second most votes, shall serve an initial term only, of two (2) years; and the individual receiving the third most votes shall serve an initial term only, of one (1) year. The Transition Election format being designed to allow for the possibility that one-third (1/3) of the Executive Board may be replaced at each annual meeting. Each member of the Executive Board 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. An Executive Board member may be elected to succeed himself or herself for an unlimited number of terms.

3.2.2. Persons qualified to be members of the Executive Board may be nominated for election only as follows:

3.2.2.a. Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held: (a) a nomination petition signed by Unit Owners representing at least twenty percent (20%) of the total authorized votes allocated to all the units and (b) a statement that the person nominated is willing to serve on the Executive Board. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting;

3.2.2.b. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one (1) person has been nominated by petition.

3.3. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" or "Manager" at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize,

including but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws **other** than the following powers:

3.4.1. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
3.4.2. To adopt, repeal or amend rules and regulations of the Association;
3.4.3. To designate signatories on Association bank accounts;
3.4.4. To borrow money on behalf of the Association;
3.4.5. To acquire and mortgage Units;
3.4.6. To allocate Limited Common Elements.

Any employment contract between the Managing Agent and the Association must provide that it may be terminated with cause on no less than thirty (30) days written notice and without cause on no more than ninety (90) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the same requirements as those agreements negotiated by the Association and cannot exceed (1) year but may be renewed upon consent of the Association.

3.5. Removal and Resignation of Members of the Executive Board. Except with respect to members designated by Declarant during the Declarant Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast at least two-thirds (2/3) of all the votes in the Association, and a successor may then and there be elected to fill the vacancy thus created. A Board member may be removed by vote of a majority of the other Board members if said Board member is not current in the payment of condominium fees. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A Board member may resign by submitting his or her resignation in writing to the President or Secretary of the Executive Board.

3.6. Vacancies. Except as set forth in Paragraph 3.1. with respect to members appointed by Declarant, vacancies in the Executive Board caused by reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his

predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.7. Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order to validly constitute such meeting, if a majority of the Executive Board members shall be present at such meeting. The Secretary shall give notice of such meeting to each Eligible Mortgage Holder in the manner provided in the Declaration for service of notice upon Eligible Mortgage Holders at least five (5) days before such meeting.

3.8. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.

3.9. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice by the Secretary to each member and Eligible Mortgage Holder, given by mail, telegraph or hand delivery, securing a receipt therefore, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.10. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum of the Executive Board. At all meetings of the Executive Board one-half (1/2) of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.12. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.13. Conduct of Meetings. The President shall preside at all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and recording of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

3.14. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such person's written consent shall be filed with the minutes of the proceedings of the Executive Board.

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

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

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

3.16. Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.15 herein.

## ARTICLE IV
## Officers

4.1. Designation and Election. The principal officers of the Association shall be the President, the Secretary and the Treasurer, and other such officers as the Executive Board shall determine. Each officer shall each serve a one (1) year term and shall be elected by the Executive Board at the annual meeting of such Board. The Executive Board may appoint an assistant treasurer, an

assistant secretary and such other officers as in its judgment may be necessary. The President shall be a Unit Owner and a member of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.3. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board, shall represent and cast votes on behalf of the Association at meetings of the Association, and have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Maine including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgage Holders, hereunder and pursuant to the Declaration, shall be delivered and, in general, perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall, within ten (10) days after receipt of request, provide any person, or cause to be provided to any person, entitled thereto at the expense of the person requesting it a written statement or certification of the information required to be provided by the Association pursuant to Sections 1603-116(h) and 1604-108(b) of the Act and Paragraph 5.2.2.

4.5. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities; keeping full and accurate financial records and books of account showing all receipts and disbursements; the preparation of all required financial data; providing to the Secretary the financial and budgetary information necessary for the Secretary to provide the certifications required by Paragraph 4.4; the deposit of all monies in the name of the Executive Board, the Association or the managing agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Maine.

4.6. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five

Hundred Dollars ($500.00) shall be executed by the President or the Secretary and the Treasurer of the Association. All such instruments for expenditures or obligations of Five Hundred Dollars ($500.00) or less may be executed by any one officer of the Association or such other person or employee as the Executive Board may designate in writing.

4.7. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

## ARTICLE V
## Operation of the Property

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by the Executive Board, except for the first fiscal year of the Association which shall begin at the date of incorporation of the Association and end on December 31 of the same year. The commencement date of the fiscal year so established shall be subject to change by the Executive Board.

5.2. Preparation and Approval of Budget.

5.2.1. On or before sixty (60) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall adopt an annual budget for the Association containing an estimate for the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Condominium Documents or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall include such amounts as the Executive Board shall consider necessary to provide working capital, a general operating reserve fund for replacements, capital improvements, and other items which cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

5.2.2. On or before fifty-five (55) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall make such budget available for inspection during business hours by any Unit Owner or Mortgagee at the Property and the Secretary shall provide to the Unit Owners and Eligible Mortgage Holders a summary of that budget in reasonably itemized form setting forth the separate amount of the Common Expenses and Limited Common Expenses and shall set a date for a special meeting of the Unit Owners and Eligible Mortgage Holders to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary of budget accompanied by notice of the special meeting to each Unit Owner and Eligible Mortgage Holder. Unless at the meeting a majority in voting interest of all the Unit

Owners rejects the proposed budget or revised budget, that budget is ratified irrespective of whether a quorum is present at said meeting. In the event such budget shall be rejected at the meeting, the budget last ratified with respect to the period covered by the proposed budget shall be continued as the budget for the Condominium until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board upon the same conditions as are provided in the subparagraph with respect to the original budget.

5.2.3. Subject to subparagraph 5.2.2., the budget adopted pursuant to this Paragraph shall constitute the basis for determining each Unit Owner's assessments for Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

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

5.3. Assessment of Common Expenses. Assessments shall be made no later than thirty (30) days after the budget is adopted except that the first assessment shall be made no later than sixty (60) days after the first conveyance of a Unit to a Purchaser.

5.4. End of Fiscal Year. Within ninety (90) days after the end of each fiscal year for which a Common Expense assessment was made, the Executive Board shall prepare and deliver to all Unit Owners and Eligible Mortgage Holders, and to each Mortgagee requesting in writing the same; an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget adopted by the Executive Board for such fiscal year.

5.5. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital including a general operating reserve fund for current Common Expenses (the "Working Capital Fund") and a reserve fund for contingencies, replacements, capital improvements and other items which cannot be expected to occur on a regular basis (the "Reserve Fund"). However, nothing contained herein shall limit, preclude or impair the establishment of additional funds by the Association so long as the amount credited to, and debited from, any such additional funds are designated for specified purposes authorized by the Condominium Documents. The Working Capital Fund, Reserve Fund and such other funds shall be conclusively deemed to be common funds of the Association and shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America. Neither the Executive Board nor the Treasurer shall commingle in the books and records of the Association any amounts deposited into the Reserve Fund, the Working Capital Fund or such other funds. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are deemed by the Executive Board to be inadequate for any reason, including nonpayment of any Unit Owner's assessment, the

Executive Board may at any time levy a further assessment which, depending on whether the reserve is for the benefit of all the Units or fewer than all the Units, shall be assessed against all the Unit Owners according to their respective Common Expense Liabilities or only against the Unit Owners benefited according to their respective Common Expense Liabilities as between themselves, and which may be payable in a lump sum or in installments as the Board may determine.

5.6. Further Assessments. Subject to Paragraph 5.10., the Executive Board shall give notice to all Unit Owners and Eligible Mortgage Holders of any further assessments on Unit Owners for Common Expenses or Limited Common Expenses accompanied by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, and subject to Paragraph 5.9., become effective with the next monthly payment which is due after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installment, the amount of such assessment. In addition, the Association shall have the right to levy reasonable fines for violations of the Declaration, these By-Laws and the Rules and Regulations of the Association, and may charge a Unit Owner legal fees and costs related to the enforcement of the provisions of the Declaration, By-Laws and Rules and Regulations.

5.7. Initial Capital Payment. The Declarant, as the agent of the Executive Board, will collect from each initial Purchaser at the time of settlement an "initial capital payment" (and not
as a credit against the Purchaser's liability for Common Expenses) equivalent to twice the estimated monthly assessment for Common Expenses and Limited Common Expenses, if any, for such Purchaser's Unit. The Declarant will deliver the funds so collected to the Executive Board to provide the necessary working capital for the Association unless the Declarant has previously made the "initial capital payment" with respect to said Unit, in which case the Purchaser must reimburse the Declarant for such "initial capital payment" to the Association, which the Association shall credit to the account of the Unit Owner who is such Purchaser of a Unit from Declarant. Such funds may be used for certain prepaid items related to the administration of the Association, including but not limited to, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Executive Board may determine. The Declarant must pay the "initial capital payment" to the Association for every unsold Unit in each portion or phase of the Condominium created by the Declaration no later than sixty (60) days after the first Unit in that portion or phase of the Condominium shall be conveyed to a Purchaser.

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

5.9. Rejection of Budget; Limitation of Expenditures. In the event of a rejection of a proposed budget, the Executive Board shall prepare a revised budget, which such revised budget shall be subject to the same procedures as set forth above for the original proposed budget.

5.10. Limitations on Expenditures. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of the Owners of Units to which are allocated at least two-thirds (2/3) of the Votes in the Association shall be required to borrow any sum in excess of One Thousand Dollars ($1,000.00) and to expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten percent (10%) of such aggregate amount after taking into account any projected increases in income. This paragraph shall not apply during any period in which the Executive Board is comprised in the majority of members appointed by the Declarant during the Declarant Control Period.

5.11. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled in a single fund or held for each Unit Owner in accordance with his respective Common Expense Liability notwithstanding Paragraph 5.5. All books and records of the Association shall be kept under the direction of the Treasurer or the Manager and in accordance with customary accounting principles and practices.

5.12. Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing: (a) one-twelfth (1/12) of the Common Expenses including Limited Common Expenses, assessed on an annual basis against his Unit in the proportions as required in the Declaration and (b) all special assessments, any other sums duly levied against the Unit pursuant to the Declaration, these By-Laws or the Act. If for any reason the Association shall revise the annual budget of the Association in accordance with these By-Laws, and subject to Paragraph 5.10., whereby the Common Expenses or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one-twelfth (1/12) of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in the Declaration.

5.13. Interest; Acceleration. Monthly condominium assessments shall be due on the first day of each month. If any such assessments are not paid by the tenth (10th) day of the month, a late fee of the greater of Ten Dollars ($10) or four percent (4%) of the amount due will be charged. Interest shall be imposed after the 10th day of the month on the principal amount unpaid from the date when due until paid at a rate of eighteen percent (18%) per annum. If any Unit Owner is more than fifteen (15) days delinquent, a letter shall be sent to that Unit Owner giving said Unit Owner ten (10) days' notice prior to the institution of any collection proceedings or other legal proceedings.

5.14. Liens for Assessments. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, special assessments, and any

other sums duly levied against the Unit pursuant to the Declaration, these By-Laws or the Maine Condominium Act, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in the Declaration or these By-Laws shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Maine Condominium Act. Such lien shall, with respect to annual assessments and revised annual assessments, be effective on the first day of each fiscal year of the Association with respect to the full amount of the annual assessments or revised annual assessments. With respect to special assessments and other sums duly levied including interest, charges for late payments, legal fees, costs of collection, fines, penalties and fees, such lien shall be effective on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Declaration, (b) a first Mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units, provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201 et seq., as they or their equivalents may be amended or modified from time to time.

## ARTICLE VI
## Insurance

6.1. Policies. The Association shall maintain insurance in accordance with Section 1603-113 of the Act, and further, as outlined in Article IX of the Declaration. In addition to the foregoing, policies purchased by the Association shall provide the following:

6.1.1. Flood Insurance. If any part of the Property is in a flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a master or blanket flood insurance policy. Such policy shall cover all buildings and other property, real or personal, located within the flood area. The amount of such insurance shall be equal to at least the lesser of (a) one hundred percent (100%) of the then current replacement cost of all property in the flood area, or (b) the maximum coverage available for the property under the National Flood Insurance Program.

## ARTICLE VII
## Repair and Reconstruction after Fire or Other Casualty

7.1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or a substantial portion of any part of the Property as a result of fire, other casualty or the exercise of the power of eminent domain, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof. Such repair or restoration shall be substantially in accordance with this Declaration, the Plats and Plans and the original plans and specifications therefore unless (a) the Condominium is terminated, or (b) repair,

replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units to which are allocated at least fifty-one percent (51%) of the Votes in the Association vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a unit or assigned or allocated Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

7.2. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph 7.1:
7.2.1. Cost Estimates. The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion substantially in accordance with this Declaration, the Plats and Plans and original building plans and specifications therefore unless other action is approved by at least sixty-seven percent (67%) in voting interest of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units which are allocated at least fifty-one percent (51%) of voting interest in the Association. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary.
7.2.2. Assessments. If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction, repair, replacement and reconstruction, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds, and any such excess costs shall be deemed a Common Expense, and a special assessment therefor shall be levied by the Association.
7.2.3. Construction Fund and Disbursement. The proceeds of insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to subparagraph 7.2.2. on account of such casualty or taking, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in Paragraph 6.2. and disbursed in payment of the costs of reconstruction and repair in a manner which would normally be used by any prudent financial institution advancing construction funds. Any holder of a first mortgage shall have the right to inspect building plans, construction schedules and contractors.

7.3. Damage or Destruction; No Repair or Replacement. If the entire Condominium is not repaired or replaced:
7.3.1. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect;
7.3.2. The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units, as their insurable interests may appear, and the

Owners and Mortgagees of the Units to which those Limited Common Elements were assigned or allocated, as their insurable interests may appear; and

7.3.3. The remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interests may appear, in proportion to their respective Common Element Interests or the Common Element Interests subject to their respective Mortgages.

7.3.4. If the Unit Owners and their Mortgagees vote not to rebuild any Unit, that Unit's entire Allocated Interest shall be automatically reallocated upon said vote as if the Unit had been condemned, and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provision of this Article VII to the contrary, Section 1602-118 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

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

## ARTICLE VIII
## Records of Information

8.1. Title. Every Unit owner shall promptly cause to be duly recorded the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Executive Board through the Secretary or Manager. The Secretary shall maintain such information in the record of ownership of the Association.

8.2. Availability of Information. The Association shall make available at the Condominium to Unit Owners, lenders and the holders, insurers and guarantors of the first Mortgage on any Unit, for inspection at the Property, current copies of the Declaration, these By-Laws and the rules and regulations governing the Property and other books, records and financial statements of the Association. The Association shall also make available to Eligible Mortgage Holders, Eligible Insurers, Unit Owners and prospective purchasers at the cost of the person requesting the same current copies of the Declaration, these By-Laws and the rules and regulations governing the Property.

## ARTICLE IX
## Amendments

9.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to By-Laws. Except as otherwise provided in any one or more of these By-Laws, the Declaration or the Act, these By-Laws may be amended by the approval of a majority of the aggregate votes in the Association, cast by Unit owners in person or by proxy at a duly convened

meeting at which a quorum is present; provided, however that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property, except as otherwise provided in the Declaration, shall be effective without the prior written approval of all eligible mortgage holders.

Notwithstanding the foregoing, amendments of a material nature must be approved by Unit owners entitled to cast at least sixty-seven percent (67%) of the aggregate votes in the Association and by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered material:

a) voting rights;
b) assessments, assessment liens, or subordination of assessment liens;
c) reserves for maintenance, repair and replacement of Common Elements;
d) responsibility for maintenance and repairs;
e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
f) boundaries of any Unit;
g) convertibility of Units into Common Elements or vice versa;
h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
i) insurance or fidelity bonds;
j) leasing of Units;
k) restriction of a Unit owner's right to sell or transfer the owner's Unit;
l) 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 mortgage holders, insurers, or guarantors.

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

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

## ARTICLE X
## Corporate Seal

10.1. Seal. The form of the Seal of the Association shall contain the name of the Association and the State of Maine.

## ARTICLE XI
## Notices

11.1. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefore, or sent by United States mail, postage prepaid, or if such notifications are of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of which such Unit Owner is the record owner thereof.

11.2. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owner to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.

11.3. To Eligible Mortgage Holder, etc. All notices demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Eligible Insurer shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to Paragraph 18(a) of the Declaration and to the Eligible Insurer at the address provided.

## ARTICLE XII
## Miscellaneous

12.1. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the

Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

12.2. Captions. The headings in these By-Laws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices attached to these By-Laws are for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of these By-Laws. References in these By-Laws to Articles, Paragraphs, Subparagraphs and Schedules without references to the document in which they are contained are references to these By-Laws. Schedules are attached to and are an integral part of these By-Laws. Any Exhibits are attached to these By-Laws for purposes of identification only and shall not be deemed as part of these By-Laws.

12.3. Gender, Number, Etc. The use of the singular number in these By-Laws shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

12.4. Severability. The invalidity of any provisions of these By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws, and in such event, all of the other provisions of these By-Laws shall continue in full force and effect as if such invalid provisions had never been included herein.

# RULES AND REGULATIONS

## RADCLIFFE GLEN CONDOMINIUM
## HARVARD STREET, PORTLAND, MAINE

The Radcliffe Glen Condominium (the "Condominium") is a private condominium located at Harvard Street, Portland, Maine, which shall consist of up to thirty-three (33) condominium units. The Condominium takes pride in being a quiet, safe and enjoyable place to live, where maintenance of facilities and grounds is a high priority and where the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational By-Laws, the Condominium is a self-managing association with authority for governance vested in an elected Executive Board. All owners are subject to common rules, regulations and standards of behavior. They are responsible for sharing in the policy, fiscal, and managerial decisions necessary to insure that the Condominium remains a desirable community in which to live.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the buildings and common areas. The Rules and Regulations are the Condominium's means to that end and focus on the permissible uses of the Condominium property. They are both general and specific and are based on condominium law, and on preferences established by the original developer and the subsequent owners of the Condominium.

**In order to appreciate these rules, a Condominium owner must first:**

•*Understand* and *support* condominium living for what it is and for what it is not.

Owning a condominium and living in a condominium community offers an advantageous lifestyle. However, you must share a great deal (property and decisions) with others. Condominiums are not

the same as apartments where you have a landlord to respond to all of your needs. It is also not like owning a single-family home with your own backyard where you are the sole decision-maker about maintenance and the use of your property.

•*Recognize that in a condominium community,* beyond the limits of one's interior space, one's personal preferences cannot be allowed to take precedence over the interests and needs of the group of owners at large.

•*Recognize* that as a condominium owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, volunteering for workdays, working on special committees, serving on the Board, and meeting your financial obligations.

•*Recognize* that no Condominium owner is exempt from the rules and regulations of the Condominium community.

As provided in the By-Laws and in order to assure the safe and peaceful use of the Condominium's facilities, the following Rules and Regulations have been adopted by the Executive Board. To the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere at the Condominium without the specific approval of the Executive Board.

The Association shall be responsible for the payment of all Common Expenses and the members shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member as such expenses are herein defined. Unit Owners are also responsible for costs related to Limted Common Elements as set forth in the Declaration.

The definitions of Common Expenses and Unit Expenses below are for administrative purposes only and shall not be meant to alter or change the legal definition of the Units, Common Areas or Limited Common Areas as set forth in the Declaration.

**1. Common Expenses.** The Association shall be responsible for the payment of all common expenses which shall include, without limitation, any expenses for the maintenance, repair, renovation, alteration, improvement or replacement of the following:

a. Grounds. The land, driveway, parking areas not otherwise designated as limited common elements, lawns, trees, any forested areas, unit walkways, signage, any common facilities or storage buildings or areas, and other common areas;
b. Systems & Utilities. Sanitary sewer to each unit, electric distribution to each unit meter, telephone line to each unit, cable TV line to each unit, water distribution to each unit master valve, storm and groundwater drainage system, and associated distribution to each unit, water and sewer lines running through and/or under foundation and masonry slabs.
c. Interior Structure. Any masonry floor slabs.
d. Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing and clapboard siding), including unit party walls, studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor

and insulation), foundation walls, any masonry floor slabs, exterior foundation drains, interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings, and dormers (roofing and walls, but excluding new dormer construction).

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.

**2. Unit Expenses.** Common expenses shall not include Unit Expenses. Each member shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member, which shall include, without limitation, any expenses in connection with the maintenance, repair, renovation, alteration, improvement or replacement of the following:

a. Systems & Utilities. Pipes, lines, cables and wires serving one individual unit including all valves, junction boxes and any other related components; i.e. water lines inside of units master valve located in both interior and exterior walls and in floors; sewer lines inside of unit outlet located in both interior walls and exterior walls and in floors; electrical wiring inside of electric meter, located in both interior and exterior walls and ceilings and in floors; master electric circuit breaker; interior television cable including incoming service terminal; interior telephone lines including incoming service terminal; internal water shutoff valves; smoke detectors; security alarms; unit dryer venting systems, including piping and vents; kitchen exhaust fans; and bathroom exhaust fans;

b. Interior Structure & Fixtures. Sheetrock on all interior walls; framing, and insulation; interior first floor sub-floor sheathing; interior upper floor sub floor sheathing; stair framing for all stair units; interior moldings and trim; interior doors; stair trim; wall and ceiling coverings (paint, wallpaper, furring, gypsum board and other finishing surfaces); floor coverings (carpeting and other finished flooring material including padding and additional sub-flooring); stair coverings; kitchen cabinets; built-in cabinets or fixtures; bathroom fixtures (tub, shower unit, sink, vanity and toilets); and light fixtures.

c. Exterior Structure & Fixtures. Exterior unit doors (front, kitchen and patio doors); storm/screen doors; window and door glass; window, door and skylight frames, screens, thresholds and sills; decks (all components); building mounted light fixtures; dormer windows; individual mailboxes; and garages and stairways; and automatic garage door openers.

d. The unit owner is liable for all damages to the common elements of the building and to damage to personal property of other unit owners caused by failure to properly maintain the above systems, utilities, structures and fixtures which are the unit owner's responsibility.

**3. Right To Peaceful Enjoyment By All Unit Owners**

a. No unit owner shall undertake or permit activities or noise inside a building or in a limited common or common area of the Condominium that interferes with the rights, comfort, security and convenience of other unit owners. This includes actions and noise by the unit owner, family members, visitors and tenants.

**4. Guests**

a. While visiting the Condominium, guests of unit owners shall abide by all aspects of these Rules and Regulations.

b. Unit owners are responsible for making their guests aware of these Rules and Regulations and assuring their compliance.

**5. Board Approval and Notification**

a. All unit owners are required to obtain written approval by the Executive Board before undertaking any project involving additions (temporary or permanent), and alterations to their unit's interior, the limited common areas attached to their unit, and the structure of which their unit is a part. The Board shall grant approvals based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision within ten days after the scheduled Board meeting following submission of the written proposal and all required information.

b. All unit owners are required to notify the Executive Board, in advance, of significant maintenance/replacement, upgrading projects being undertaken inside their unit and not involving structural change, doors, windows, skylights, etc. Such work includes but is not limited to: adding a security system, finishing a basement, changes in flooring, replacement of bathroom/kitchen fixtures and cabinetry. The Association needs to know for insurance purposes. Aspects of the project may require compliance with Board specifications.

c. Unit owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the building, common area or limited common area etc., to its original condition.

**6. Alterations and Improvements Requiring Advance Written Board Approval And/Or Compliance With Board Approved Specifications**

a. Any alteration or improvement to a unit, to a limited common area or a common area which involves a change in structural integrity, structural modifications, replacement, painting, planting, decoration or the affixing of any thing permanent or temporary.

b. Replacement of existing exterior doors, windows, sliding patio doors, skylights or light fixtures. These products must be approved for use at the Condominium.

c. Replacement or addition of a Storm/Screen Door on front entrance. This must be the door approved for use at the Condominium.

d. Installation of a new Roof Skylight.

e. Installation of a dormer or modification to an existing dormer.

f. Installation of a door or window in a place where one does not currently exist.

g. Any modification or improvement to a deck. All deck modifications must comply with the Condominium's Deck Specifications, if any.

h. The installation of a temporary or semi-permanent screen room or awning on any part of a deck. Such additions are allowed but must be approved for use at The Condominium.

i. Any modifications to foundations or chimneys.

j. Any installation or modification of exterior mounted equipment, ducts, louvers, vents, etc.

k. Removal or replacement of any plant or tree located in a common area.

l. Addition, removal or enlargement of any garden space within a common area.

m. Telephone wire or cable TV wire installations that require disruption of paved or lawn surfaces, drilling of new holes in buildings or running of cables/wires on exterior of buildings.

n. Where necessary, the Board shall grant its approval based on a review of a *written, detailed* proposal submitted by the unit owner and, possibly, inspection of the property and/or additional discussion with the unit owner. Owners will be notified of the Board's decision

within ten days after the scheduled Board meeting following submission of the written proposal and all required information.

o. Unit owners who take actions without required Board approval or use products not approved for use at the Condominium will be required, at their expense, to remove all unapproved changes or additions and restore the building, common area or limited common area etc. to its original condition.

**7. Additions to Structures**

a. The existing footprint (the foundation perimeter) of building(s) at the Condominium cannot be enlarged, reduced or changed in any manner.

b. No unit owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit.

**8. Outside Contractors**

a. All contractors and tradesmen employed or engaged by a unit owner to perform work in and around the Condominium structures are required to provide proof of adequate liability insurance and Worker's Compensation Insurance as required by Maine State Law. Insurance certificates shall be provided to the homeowner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the unit owner and the Association as additional insured.

b. Any electrical, plumbing, and heating work done in a unit must be performed by experienced, reputable tradesmen licensed and certified to perform such work in the State of Maine.

c. The Association may require any outside contractor engaged by a unit owner to execute and deliver to the Association a mechanic's lien waiver in connection with any work performed by such contractor hereunder.

**9. Pets**

a. Household pets are allowed without the consent of the Executive Board. Unit owners are responsible for the behavior of their pets or their guest's pets and are liable for any property damage, personal injury or disturbance that such animals may cause. The Association shall have the right to assess the unit owner for reimbursement of related expenses and to lien the owner's property in the event of non-payment.

b. All pets must be licensed and inoculated as required by law, and owners must comply with City of Portland ordinances regulating pets. The Condominium reserves the right to notify the Animal Control Officer if a pet owner fails to do so.

c. No pet is allowed outside of its unit except on a leash and under the control of a responsible person.

d. Owners are responsible for the daily removal of pet waste from lawn or roadway common areas.

e. Damage to common area lawns inflicted by excessive animal use or by a concentration of animal urine and other wastes may be repaired by the Association. The Association shall have the right to assess the unit owner for reimbursement of repair expense and to lien the owner's property in the event of non-payment.

f. No animal shall be permitted to make any noises as to disturb neighbor's rest or peaceful enjoyment of their unit or the common area.

g. No animal may be tied or leashed outside the unit at any time, exterior pet runs of any type are not allowed at the Condominium.
h. The Association shall have the power, if necessary, to further regulate the keeping of pets and animals including, without limitation, the express power to regulate the number of pets, size, and specie, to establish additional behavior requirements, and to expel any offending animals from the Condominium.

**10. Children**

a. There is no common area at the Condominium designated exclusively as a play area for the use of children but reasonable play activities by children are welcome, preferably on lawns in the rear of their building.
b. Parking areas and driveways are to be used for vehicle travel, walking and bicycling, not as general play areas.
c. Permanently installed exterior play equipment is not allowed at the Condominium.
d. Temporary, moveable exterior play equipment (swing sets, slides, playhouses, pools, etc.) is permitted but must be stored inside when not in use.
e. Toys, bicycles, wagons, etc. are to be stored inside when not in use.
f. The activities of children shall be under the control of a responsible person at all times.
g. No play activity at a noise level which prevents other residents from the quiet and peaceful enjoyment of their home is permitted.

**11. Driveway and Parking Control**

a. Although the Condominium's driveway and parking areas are private, all accepted and legal rules of the road apply to drivers and pedestrians.

**12. Automobile, SUV, Van, Pickup Parking**

a. All unit owners should maintain sufficient space in their parking area to park their primary vehicle.
b. Parking or driving of recreational motorized vehicles on lawns is prohibited.
c. No owner may use an allocated parking space in any manner that obstructs or unreasonably interferes with the use of another owner's parking space.
d. Only legally registered and fully operable vehicles shall be parked in any of the Condominium's parking areas.
e. Recreational vehicles, boats, campers, trailers, etc. shall not be left in a driveway or automobile parking area overnight.
f. No vehicle repair or maintenance of any kind is allowed in any area at the Condominium.
g. All vehicles on the premises of the Condominium are there at the owner's risk and the Association is not responsible for damages.

**13. Recreational Equipment (RV's, Camper Trailers, Boats, Equipment Trailers)**

a. The Condominium has no area designated for the parking of wheeled recreational equipment and large vehicles. Parking or driving of such vehicles on lawns is prohibited.

**14. Stormy Weather**

a. The Board and the snow removal contractor make every effort to insure that snow is cleared from roads, driveways, and walks as quickly as possible. Despite these efforts, there will be times that these areas may be temporarily impassable.
b. During winter storms, vehicles should be parked in a garage or in a designated parking spaces, but owners shall temporarily move their vehicles as necessary to permit snow removal during storm events.
c. All owners/tenants should be alert to pending weather conditions and to take all necessary precautions to deal with the possibility of power outages, flooding, extreme cold, icing conditions, and heavy precipitation (rain, snow and/or sleet) which could cause damage to personal and common property.
d. In the event of high winds, all personal property shall be secured or placed indoors. This is the responsibility of the unit owner/tenant.
e. Installation of a generator or other auxiliary emergency heating/power devices requires the prior approval of the Board. Installation must be done by a contractor who is licensed under Maine law. The contractor must provide proof of adequate insurance as delineated in Section 5.
f. During winter months, the unit owner is responsible for closing any interior shut-off valves for all outside faucets; clearing snow away from any intake/exhaust fittings, including dryer vents; clearing snow away from sliding glass doors and basement bulkhead doors; and insuring that sufficient heat is on during winter months to prevent pipe freezing and damage to your unit or others. The unit owner is liable for building damages, damage to personal property, and damage to heating equipment caused by the failure to do the above.
g. Unit owners who are away for extended periods of time, particularly in winter, either on vacation, work related travel or because of seasonal use of their condominium, are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to insure that all systems are operable and no storm or cold weather damage has occurred. It is essential that a member of the Board be notified of who has this responsibility and who has access to the unit.

**15. Household Trash**

a. Garbage and household trash shall be kept in closed containers inside the owner's unit or in such other area designated by the Board. Containers should be securely covered plastic or metal cannisters and should be placed at the foot of the driveway on the day(s) designated for collection. Empty trash containers should be returned to such storage areas as soon as possible.
b. Owners/tenants are responsible for insuring that accumulated trash does not create a nuisance in regard to odor, cleanliness, bug infestation, or neatness.
c. The Board shall contract for trash removal services for the benefit of the unit owners, however this removal shall be only for the routine household trash. Larger items are the responsibility of the owner/tenant and should be disposed of in accordance with City of Portland ordinances and practices.

**16. Video Antennas and Satellite Dishes**

a. Video antennas and satellite dishes are not to be installed on any common area, including but not limited to roofs and exterior walls.
b. Video antennas and satellite dishes can only be installed in the attic area of each unit. The video antenna and satellite dish must be installed wholly within this exclusive use area.

c. Only satellite dishes that are less than one meter (39.37") in diameter are permitted to be installed at The Condominium.
d. Installation of video antennas and satellite dishes shall be in compliance with local and state law.

**17. Air Conditioners**

a. Unit owners may install window-mounted air-conditioners, provided that no owner may install more than two (2) such air conditioners without Executive Board approval.
b. It is preferred that window air conditioners be installed in a rear or side window, not in the front of the building.
c. If the operation of an air conditioner disturbs any neighbors, the Board retains the authority to require its removal.
d. The air conditioner may remain in place from April through November and must be removed during the winter months.
e. The unit owner shall be responsible for any damages to the building occurring from the installation, removal, or operation of the air conditioner.

**18. General Hazards and Liability of Unit Owners**

a. Nothing shall be done, kept in any unit or in any part of the Common or Limited Common Areas which will cause an increase in the insurance premium for the property without the prior written consent of the Executive Board. No unit owner shall permit anything to be done, kept in the unit or in the limited common or common areas which will result in the cancellation of insurance on the property. No unit owner shall permit anything to be done, kept in the unit or in the limited common or common areas which results in a violation of any law, regulation, or administrative ruling.
b. Unit owners shall be liable for the expense of maintenance, repair or replacement of any damage to the common or limited common areas or to another unit caused by such unit owner's act, neglect, or carelessness or that of their guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

**19. Hazardous Materials**

a. It is strongly recommended that unit owners, tenants or guests not possess or store hazardous household, gardening, and commercial substances anywhere at the Condominium. In such cases, however, unit owners are responsible for appropriate and lawful storage, safekeeping and disposal.
b. Owners are encouraged to dispose of all hazardous cleaning materials, paints, fertilizers and vegetation killers when their usefulness ends.
c. Hazardous materials (including those listed above) must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.
d. Spills of fuel oil, kerosene, other hazardous or polluting substances inside a unit, garage or on any common or limited common area (paved or otherwise) shall be reported immediately to the Executive Board.
e. All removal, remediation and restoration costs associated with a hazardous material spill caused by a unit owner, tenant, guest, employee, hired contractor or other representative shall be the responsibility of the unit owner.

**20. Heating Equipment and Chimneys**

a. Unit owners are responsible for insuring that individual unit heaters or similar gas heaters, and other heating devices are in the proper condition to provide sufficient heat through the winter months.
b. Unit owners with individual unit heaters or similar gas heaters should be aware that if there is any blockage of the air intake / exhaust fitting or this fitting is damaged, the heater will cease to operate. The unit owner is responsible for keeping obstructions away from this fitting and insuring that it is not damaged.

**21. Woods and Lawns**

a. All lawns and wooded areas at the Condominium are common areas and under the control of the Association.
b. Existing trees within lawn areas cannot be pruned, removed or replaced or new ones added without permission of the Association.
c. On a daily basis, all personal property (equipment, games, toys, furniture, etc.) should be removed from a lawn or wooded area after its use and stored in the unit.
d. No temporary, semi-permanent or permanent structures (tents, play equipment, screen rooms, etc.) are allowed on any common area.
e. Lawn maintenance by anyone other than the Association's landscapers is prohibited, unless otherwise approved by the Executive Board.
f. Maintenance of trees and other vegetation within wooded areas (i.e. cutting back of weed growth, removal of dead trees, pruning, etc.) is an ongoing concern of the Association. The work is accomplished through community workdays and through the efforts of individual owners. However, in all cases, this work must be done with the specific approval of the Executive Board. All debris generated by such efforts must be removed to an external disposal site. Unit owners who undertake such maintenance work do so at their own risk and at their own expense.

**22. Ornamental Landscaping**

a. Ornamental landscaping shall be considered common area and under control of the Association.
b. Existing plants cannot be removed or replaced or new ones added without permission of the Association.
c. Window boxes and planters of any type shall not be placed in the front or side of any building.

**23. Personal Gardens**

a. Flower boxes, pots, and other plant containers are limited to decks or deck railings.
b. The lawns shall not be dug up for a garden without the prior authorization of the Executive Board. Approval shall be based on a plan and description of plantings submitted in writing.
c. Approved personal gardens are the sole responsibility of the unit owner and/or tenant. The unit owner shall assume all expense for plantings and continued maintenance.
d. If any unit is sold where a personal garden has been established by an owner or tenant, it will be the *unit seller's* responsibility to restore the bed to its original grassy area or to leave funds in escrow at closing for the Association to restore the area. The only exception to this

would be if the *unit purchaser* notifies the Association in writing that he/she would continue to maintain the garden bed.

e. The Association is not responsible for replacing any personal plantings removed by the Seller of a unit from their personal garden area. These items are to be considered part of the personal property of a unit (non-permanent items) and are subject to Buyer/Seller negotiations and the terms of the Purchase and Sale Contract.

**24. Exterior Decorations**

a. Tasteful holiday decorations are allowed on the exterior of units, and must be of a size and style compatible to the Condominium's building decor. Simple white lights can be strung on bushes in front of the building. No lighted decorations can be attached to the building. No freestanding decorations are allowed. Lighted candles or similar seasonal items may be displayed in windows. All wreaths and decorations must be removed at the end of the holiday season.

**25. Clothes Hanging Devices**

a. No clothes hanging devices or clotheslines shall be permitted outside the unit. Also, no such clothes hanging devices or clotheslines shall be permitted on any common elements or limited common elements in such an area that is visible from outside any unit.

**26. Decks and Porches**

a. Decks and porches ("decks") are designated limited common areas for the specific use of the unit owner/tenant.
b. Decks at the Condominium are to remain decks and cannot be walled in, roofed over and in any way turned into a building of any kind.
c. Repairs or modification to a deck (including enlargement) requires compliance with the Condominium's Deck Specifications and advance approval of specific plans by the Executive Board.
d. Unit owners/tenants are responsible for regularly clearing their decks of snow to prevent damage to the deck and to the adjoining building structure.
e. Decks shall not be considered additional storage space for the unit owner's personal property.
f. Decks and the personal property used in the enjoyment of the deck shall be kept in a neat and orderly condition at all times.
g. Portable or semi-permanent awnings and screen rooms are not permitted.
h. Hot tubs or any similar devices are not allowed on any common or limited common area.

**27. Mailboxes**

a. Mailboxes shall be consistent with the exterior of the Condominium with respect to color, decor, and appearance.

**28. Signs**

a. "For Sale" or "For Rent" signs or any other real estate marketing devices are not allowed in the Condominium without the approval of the Executive Board.
b. Realtors may place up to two temporary "Open House" signs on the common area on the day of the scheduled Open House and these signs must be removed immediately after the close of the Open House.

c. No business, political or personal signs of any type are allowed on the grounds, attached to any part of a building, or in any window at the Condominium.

**29. Tag Sales**

a. No unit owner shall hold a garage (tag) sale or outside sale of any kind without the approval of the Executive Board.

**30. Solicitation**

a. There shall be no solicitation by any person anywhere for any cause, charity, or any purpose whatsoever without the knowledge and permission of the Executive Board.

**31. Information and Emergency Contact**

a. Information related to any changes in occupancy (rental or seasonal) or unit ownership, changes in mortgage holders, changes in insurance policies or agents, and significant interior alterations shall be reported promptly to the Board. Such information shall also be furnished when specifically requested by the Board.
b. All unit owners shall provide to the Board, upon request or on an annual basis, the name, address and phone numbers of all persons who have emergency access to the unit.
c. Unit owners who are away for extended periods of time, either on vacation or because of seasonal use of their condominium unit, are responsible for arranging with a neighbor, friend or contractor to have their unit checked periodically to insure that all systems are operable and no damage has occurred. It is essential that a member of the Board be notified as to the person(s) who have this responsibility and who has access to the unit.

**32. Insurance**

a. Each condominium owner and tenant is responsible for obtaining insurance coverage for personal property and liability.
b. Many insurance companies doing business in Maine offer specific policies for condominium owners and renters. Unit owners and renters should consult with their insurance agent to design a policy to meet their needs.
c. A typical condominium policy may include coverage for:

   ? Building Property: items of real property which pertain directly to your unit and may include alterations and permanent installations.
   ? Personal Property: items owned by the insured and structures not permanently attached to the unit.
   ? Personal liability: covers claims brought against the insured for damages because of bodily injury or property damage.

The Association maintains a master policy to cover losses sustained in common areas and structural systems. If you suffer a loss that you believe should be claimed against the Association policy, you should make such claim through a member of the Condominium Executive Board. The insurer providing coverage at the time of the claim will make any determination of coverage under the policy.

**33. Access to Units For Repair and Emergency**

a. The Association has the irrevocable right, to be exercised by the Executive Board, to enter a unit from time to time during reasonable hours as may be necessary for the inspection, maintenance or replacement of any of the common or limited common areas, facilities or systems therein or accessible therefrom.
b. The Association has the irrevocable right, to be exercised by the Executive Board, whenever deemed necessary and regardless of whether the owner is present or not, to enter a unit for the emergency inspection and repair therein necessary to prevent damage to the common areas, facilities and systems or to another unit or units.
c. In order to facilitate entry in the case of an emergency or absence, each unit owner shall provide the Association with at least one emergency contact.

**34. Short-Term or Long-Term Rental of Condominium Units**

a. Unit owners who wish to rent their property must use a standard lease form, specifying all the terms of the lease and must require tenants to show proof of contents insurance.
b. Unit owners must not suspend their own condominium owner's insurance policy during the period of rental.
c. Unit owners who rent their property to another for any period of time must obtain a written acknowledgment from the tenant that they have been given a copy of the Condominium's Rules and Regulations and that they will abide by them during the period of their residence. A copy of this statement must be given to the Executive Board prior to occupancy.
d. Regardless of the terms of rental, the timely payment of unit monthly fees and special assessments during the rental period remains the responsibility of the unit owner. In the event of non-payment, regardless of who should be making payments, the unit owner is ultimately responsible and will be assessed late charges and is subject to liens and other collection expense.

**35. Procedures**

a. Emergencies (i.e. structural, plumbing, hazardous spills, life safety matters) should be communicated to a Board member immediately.
b. Work requests, suggestions or complaints to the Board should be submitted in writing. Requests for hearings on any issue shall be submitted in the same manner.
c. Any phone contact with a Board member shall only be made during reasonable hours of the day, preferrably between the hours of 8:00 am and 8:00 pm.
d. A group of unit owners seeking to make a joint work request, suggestion or complaint should designate a spokesperson for communications with the Board.

**36. Violations of Rules and Policies Including Financial Obligations**

a. When a violation of a Rule or Regulation occurs or when a financial obligation is not met in accordance with policy, a written warning shall be delivered to the unit owner stating the complaint, the appropriate rule and the penalty or assessment of expense, if applicable.
b. In cases of repeated complaints and/or lack of payment following the warning letter, a fine or additional penalty may be imposed.
c. Any unit owner has the right to appeal a Board decision in writing to the Executive Board and to request a hearing before the Board.

d. All unit owners must understand that assessments and penalties related to non-compliance with rules and regulations, expenses for which an owner is liable, and unpaid financial obligations will likely become a lien against the violating Owner's unit if not satisfied in a reasonable period of time.

The Executive Board welcomes constructive input and involvement from any unit owner. In bringing issues to the Board, unit owners are reminded that the Condominium is a community and its elected Board is made up of neighbors who are serving as volunteers and whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding and ends with effective decision-making.

The Executive Board of the Condominium promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all unit owners. The Board has the responsibility, under the Declaration, for the efficient administration of Condominium affairs and it is, indeed, their duty and authority to interpret and enforce the Condominium Declaration, By-Laws and Rules and Regulations.

These Rules and Regulations were unanimously approved by the Executive Board at a special meeting on _____ _____, 2003.

_____

Name:
President of the Executive Board