BK 16628 PGS 734 - 737 06/20/2013 02:34:27 PM
INSTR # 2013028818 DEBRA ANDERSON
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# BONITA COURT I CONDOMINIUM
# AMENDMENT TO DECLARATION

This Amendment to the Declaration of Bonita Court I Condominium, (the "Condominium") at Old Orchard Beach, Maine, made this 19th day of June, 2013, by the record owners of Units in the Condominium to which at least sixty-seven percent (67%) of the votes in the Association are allocated, all pursuant to Article XII, Paragraph 12.2. of the Declaration.

## W I T N E S S E T H:

WHEREAS, Bonita Court I Condominium was duly created by Declaration of Condominium dated July 1, 1987 and recorded in the York County Registry of Deeds in Book 4375, Page 326 et. seq. ("Declaration"), Plans of the Condominium recorded in said Registry in File 289 ("Plans"); and

WHEREAS, the owners of Units in the Condominium wish to amend the Declaration by vote of owners of units in the Condominium pursuant to Article XII, Paragraph 12.2 and 33 M.R.S.A. § 1602 – 117; and

WHEREAS, Unit # 7 occupies a unique physical and historical position within the Bonita Court I Condominium; and

WHEREAS, the then Owner of Unit # 7 and Bonita Court I Condominium Association (the Association") entered into an Agreement in 1994 whereby Unit # 7 was exempt from the general Association fees and assessments in return for the Owner of Unit # 7 assuming exclusive responsibility for the common areas, limited common areas and certain expenses associated with the Unit; and

Whereas, the Association continue to desire that Unit # 7 be separated from the maintenance responsibility of the Association to the extent feasible and lawful under Maine Law and under the Ordinances of the Town of Old Orchard Beach; and

NOW THEREFORE, in accordance with the Maine Condominium Act and Article XII, the Declaration is hereby amended as follows:

1. The Owner of Unit # 7 (the "Owner") is relieved from responsibility for all future Association fees and assessments, except as hereinafter provided, and the Association is relieved of any obligation to the Owner of Unit # 7 or responsibility for the maintenance, repair, or restoration of the Common Elements and the Limited Common Element hereinafter described comprising Unit # 7.

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2. The Owner is solely responsibility for the maintenance of Unit # 7, including the exterior of the structure, the Common Elements constituting the structure depicted on Plan 3 of 3 of the Plans, and for the landscaping and other maintenance in the areas of the Condominium immediately adjacent thereto, including the paved walkway to the Unit # 7 driveway. The adjacent area is Limited Common Element appurtenant to Unit #7 and is bounded and described as follows:

Beginning at the northerly corner of the intersection of Jeanette Avenue and Ocean Park Road, then northeasterly along Jeanette Avenue 68', more or less, to the edge of the paved parking area numbered 13 and 14 as shown on the Plans furthest from Unit # 7, then along the edge of this parking area 29', more or less, to the edge of the sidewalk nearest Unit # 7, which sidewalk passes between unit #7 and the pool delineated on the Plans ,then continuing along the southwesterly edge of the sidewalk nearest Unit #7 and excluding the railroad ties, to the southeasterly edge of the sidewalk which parallels the building which contains Units # 1-6 (building sidewalk), then southwesterly along the southeasterly edge of the sidewalk and the northwesterly side of Unit #7 and continuing along a line formed by extending this edge of the building and sidewalk 30', more or less, to Ocean Park Road, then 48', more or less, along Ocean Park Road to the point of beginning, including all buildings and structures thereon.

The Association shall have the right, but not the duty to make such repairs to the exterior of the structure or to maintain the limited common areas appurtenant to Unit #7 as may substantially affect the value or marketability of other units if the Owner fails to make such repairs or to maintain such property within sixty (60) days of written notice from the Association to do so. The Association or the Owner may pursue any legal or equitable remedy for default by the Association or the Owner in the performance of any of its obligations hereunder including, but not limited to, those available to the Association under the Declaration of Condominium and the Bylaws of the Association.

3. The Association affirms its desire to sever Unit # 7 from the Condominium when and if such separation is lawful under the ordinances of the Town of Old Orchard Beach, and to cooperate with the Owner in any way necessary to accomplish this goal without expense to the Association.

4. The Association shall not be required to account to the Owner for its maintenance reserves or for its actions or inaction in the maintenance of condominium property, except as expressly provided herein. The Owner expressly waives his right to inspect and copy condominium records required to be kept and maintained pursuant to 33 M.R.S.A. § 1603 – 118 provided the Association promptly provides a resale certificate and any other information or documentation regarding Unit # 7 requested by the Owner or any prospective purchaser or their lender as may be reasonably required to effectuate a sale of Unit # 7.

5. The Owner shall be solely responsible for snow removal and mowing on or within the Unit # 7 Limited Common Elements.

6. The Owner shall be solely responsible for all utilities serving Unit # 7, including water, sewer, telephones, cable, satellite, electricity and any other utilities.

7. The Owner shall have no rights of access to or use of Common Elements not otherwise comprising Unit # 7 or Association property, including the swimming pool, recreational facilities, and the walkways in the vicinity of Unit # 7.

8. The Owner shall be solely responsible for providing standard condominium unit owner or homeowners' insurance coverage for Unit # 7, as shall be applicable for insurance underwriting purposes, and shall be entitled to the entire proceeds therefrom. The Owner and Owner's insurance carrier shall hold harmless and indemnify the Association against any claim or loss resulting from any activity or event on or within the Unit # 7 premises. In the event any cost or expense shall accrue to the Association for the procurement and maintenance of insurance liability and casualty coverage attributable to Unit # 7, the Owner shall promptly reimburse the Association upon demand.

9. Each Unit Owner shall have an easement, subject to any rules and regulations established by the Executive Board, in common with the other Unit Owners to use the entrances, exits and other Common Elements as a means of ingress to and egress from the Unit Owner's Unit, the Common Elements and the adjoining public street.

10. The Association reserves in favor of itself, the Association, Executive Board and its officers, agents, employees, and the managing agent (if any) and every other person authorized by the Executive Board the irrevocable right and easement to have access to Unit #7 as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or the making of repairs to the Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to the Unit, the Common Elements or the Limited Common Elements; or the abating of any violation of law, orders, rules or regulations of the Association or of any governmental authority having jurisdiction thereof. In case of any emergency, such right of entry shall be immediate whether or not the Owner is present at the time. The Association shall have the right to grant permits, licenses and easements over, and through the Common Elements and Limited Common Elements for utilities, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

11. This Amendment shall be recorded in the York County Registry of Deeds. and shall be binding upon and inure to the benefit of Association, Owner and Unit

Owners, their respective heirs, successors and assigns, and all references in this Amendment to "Association" and "Owner" shall include the respective, heirs, successors and assigns of such parties permitted under this Agreement.

12. Except as specifically amended and modified by this Amendment, the Declaration is hereby ratified and in all respects confirmed.

WITNESS, the undersigned Executive Board of the Association by our hands the day and year first above written hereby certify the aforesaid Amendment was duly adopted upon due notice by affirmative vote at a meeting of the Association duly called and held in accordance with the By-laws.

Witness

Matthew Barone

Witness

Cynthia A. Fleming

Witness

Jennifer Wold

STATE OF MAINE
COUNTY OF YORK, SS. June 19, 2013

Then personally appeared the above named Matthew Barone in his capacity as President of the Association and acknowledged the foregoing certificate signed by him to be his duly authorized free act and deed and the free act and deed of said Association.

SEAL

Before me,

Notary Public / Attorney at Law #1920

Print Name:

My Commission Expires:

Peter L. Edmands
NOTARY PUBLIC
State of Maine
My Commission Expires
02/29/2016