HILLSIDE CONDOMINIUM

DECLARATION

The land, buildings and improvements described or referred to herein are hereby declared by Hillside Camps, Inc., a Maine Corporation with a place of business in Rome, Maine, and owner thereof, to be a condominium and are hereby submitted to the provisions of the Maine Unit Ownership Act as appears in the Maine Revised Statutes, as amended, in Title 33, Chapter 10, Section 560 et. seq. to which reference is specifically made and which Act is incorporated herein by reference and to which all owners of units described herein, and their heirs and assigns, shall be bound.

1. Description of Land.

The land on which the buildings and improvements are located, together with a source of title, is all that certain parcel of land with the buildings and improvements thereon located on the shore of Great Pond, Rome, County of Kennebec and State of Maine, being more particularly described in Exhibit I attached hereto and made a part hereof. A certified survey of such land showing the boundaries and the location of the units, common areas and facilities and limited common areas entitled "Hillside Condominium, developed for Hillside Camps, Inc., by Rowe & Ellis dated December, 1980 and approved by the Rome Planning Board on January 6, 1980", it being filed simultaneously with this Declaration in the Kennebec County Registry of Deeds and is hereby incorporated into this Declaration by reference and made a part hereof.

Pursuant to Section 571 (3) of the Maine Unit Ownership Act, no floor plans of units have been prepared nor are required to be recorded since each building contains no more than one unit.

2. Description of Buildings.

Reference is made to the Plan aforesaid for the location of the buildings on the property. Said buildings consist of the five (5) units and a pump house. All buildings are wood frame structures.

3. Identification Number of Unit.

Reference is made to the Plan for the identification number of each unit showing its location and approximate area. A unit herein shall constitute each building as numbered on said Plan, and its respective limited common area, together with its respective interest in the common areas.

4. Description of Common Areas.

The common areas shall consist of all the property, except the individual units and the limited common areas, and shall include the building designated as "Pump House". Common areas so designated are common to the owners of all units in the HILLSIDE CONDOMINIUM. Common areas shall not include (a) the land that comprises each individual unit, (b) buildings or any other structures presently existing or hereafter constructed on the land of any individual unit, and (c) the limited common area around individual units designated on said Plan by a dotted line around the unit.

Common areas shall include but are not limited to (a) the installation of central services such as power, water and sewer, (b) all other parts of the property necessary and convenient to

its existence, maintenance and safety or normally in common use, and (c) any area so designated on the recorded plan of HILLSIDE.

5. Description of Limited Areas.

Use of the limited common area around each unit (including 74± feet of the beach in front of Unit 1), shall be limited to the owners, guests and invitees of the unit situated within each designated limited common area.

6. Percentage of Ownership.

The percentage of ownership of the individual units in the common areas and facilities have been determined by Hillside Camps, Inc. on the basis of the proportion which the fair value of each individual unit bears to the fair value of all the units. The percentage of the undivided interest of each individual unit owner in said common areas and facilities shall have a permanent character and shall not be altered without the consent of the record owners of all units and record owners of all liens thereon. Said percentages of interest in said common areas and facilities pertaining to each individual unit are set forth in Exhibit II attached hereto and made a part hereof.

Each unit owner shall have the right to use the common areas in common with all other unit owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective unit owned by such unit owner. Such rights shall extend to the unit owners and guests, and visitors of the unit owners, and to other authorized occupants. Each unit shall have available to it parking space on the common property in areas designated by the Board of Directors. Such use of the common areas and the rights of the unit owners with respect thereto shall be subject to and governed by provisions of the Unit

Ownership Act, this Declaration and the By-Laws and Rules and Regulations of the Association as hereinafter described.

7. Purposes.

Each unit is intended to serve as an area for a self contained living unit and subject to the rules and regulations and By-Laws of the Association, and shall be restricted as follows: The unit owner, his heirs, successors and assigns, covenants with the Association, that before there is a sale of said unit or transfer for consideration of said unit he shall first notify the Association, in writing, of his intention to convey the same, the names and addresses of the proposed purchasers, the price, and other terms of the conveyance, and offering to convey said unit to the Association at the same price and upon the same terms, which shall be first found by the Association to be a bona fide proposed transaction. Said offer shall be accepted within thirty days or the unit owner shall be free to convey at said terms within sixty days thereafter; otherwise shall re-state the offer to the Association, in which case the Association shall have another thirty days to exercise or reject. If the Association neglects to respond within said thirty days to the unit owner it shall be considered a rejection of the offer. These provisions shall not apply to a conveyance in mortgage, to a deed in lieu of foreclosure, or to any part of a foreclosure proceeding or foreclosure sale, however, nor shall they apply to a devise of the property, intestate succession of the property, or a bona fide gift of the same to a relative of the unit owner. Said acquiring grantee however, in any of the eventualities above stated, shall be subject to the provisions of this covenant.

The Association, its agents, officers, servants, its successors and assigns, shall have the reasonable right of ingress and egress to all common areas.

The Association or its authorized representatives shall have the irrevocable right (to be exercised by the Manager or Board of Directors) to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas and the facilities therein, including water (and sewerage, if applicable) systems, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas, facilities, or to other unit or units.

Each unit owner shall comply strictly with the By-Laws and with the Rules and Regulations adopted pursuant thereto and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit. Failure to so comply shall be grounds for an injunctive relief or an action to recover damages or both, maintainable by the Manager or Board of Directors on behalf of the Association or in a proper case by an aggrieved unit owner. No unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, repair, appurtenances or other hereditament consisting of common areas and facility. The unit owners may rent their respective units subject to the rules and regulations of the Board of Directors of the Association.

Each unit owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by said Association, his proportionate share of the expenses of maintenance, repair, replacement, administration, and operation

of the common areas and access drives, which expenses are hereinafter referred to collectively as "Common Expenses", which may include but shall not be limited to the cost and management of the operation of the pump house, water systems, garbage and trash removal, parking lots, access drives, and common areas in good repair, as well as a reserve for major maintenance or property replacement.

Such proportionate share shall be in the same ratio as his percentage of ownership of the common areas. No unit owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of use or enjoyment of any of the common elements or by abandonment of his unit. Payment thereof shall be in such amount and at such times as may be provided by the Association and subject to annual review. In the event of the failure of a unit owner to pay such amount or proportionate share when due, the amount thereof shall constitute a lien on the interest of such unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such unit owner. If a mortgagee or purchaser at a foreclosure sale obtains title to a unit, such acquirer of title, his or its heirs, successors and assigns shall not be liable for the entire unpaid share of the Common Expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer, but such expenses or assessments shall become Common Expenses collectible from all of the unit owners including the acquirer, his or its heirs, successors or assigns.

In a voluntary conveyance the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor amounts paid by the grantee thereof. Any such grantee or proposed purchaser of a unit shall be entitled to a statement from the manager or Board of Directors of the Association, setting forth the amount of such unpaid assessments against the grantor, and such grantees shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

Each unit owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements of his own unit; provided, however, such maintenance, repair, and replacement as may be required for the functioning of or for the bringing of water and electricity to the unit, shall be furnished by the Association as part of the Common Expenses, subject to the Rules of the Association. Maintenance and repairs or replacements of the stoves, refrigerators and other applicances and indoor and outdoor lighting fixtures and other electrical appliances of any unit shall be at the expense of such unit owner. Each unit owner shall at his own expense also maintain the limited common area of his unit and the septic system and drainage field for his particular unit. Maintenance, repairs and replacements of the common areas shall be furnished by the Association as part of the Common Expenses. The expenses of seasonal opening and closing the individual units with regard to water only shall be furnished as part of the Common Expenses.

Each unit presently has its own septic system and drainage field which shall be maintained by each unit owner. If a majority of unit owners agree at a future date to install a common sewer system in the area reserved for leach field replacement, the expense of installation, including connectors, and maintenance shall be a common expense. It is not anticipated that such a system will be installed unless necessary due to plumbing codes or ordinances or the inability to repair one or more of the existing systems should they not function properly.

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

8. Lot Restrictions.

1. Plans for any and all new construction, (including exterior architectural and color changes in a building) shall be first approved by the Association, and a certificate signed by a majority of the Board shall be sufficient evidence of such approval. It is anticipated that there would be no new construction but for replacement of units or portions of units damaged by fire or otherwise.

2. No animals or pets may be brought on or kept within the HILLSIDE CONDOMINIUM property without approval by the Association.

3. All trash, rubbish and garbage shall be disposed of other than by burning or dumping and in accordance with the Rules of the Board of Directors.

4. These restrictions may be modified in any specific case by a majority vote of the Board of Directors, but no such modification shall be effective unless a certificate thereof signed by a majority of the Directors is recorded in the Kennebec County Registry of Deeds.

9. Service of Process.

Service of process may be made on the registered agent of the Association whose name and address is on file at the Secretary of State's office. The current registered agent and registered office is attorney William P. Dubord, 44 Elm Street, Waterville, Maine.

10. By-Laws.

Prior to the date of the within instrument and recording thereof there has been formed HILLSIDE CONDOMINIUM UNIT OWNERS ASSOCIATION, organized under "Maine Nonprofit Corporation Act" which corporation (hereinabove and hereinafter referred to as the "Association") shall be the governing body for all the unit owners with respect to the administration, maintenance, repair and replacement of the property as provided by the Act, this Declaration and the By-Laws. Each unit owner shall be bound by the following By-Laws of the Association. Each unit owner shall automatically become and be a member of the Association as long as he continues

as a unit owner. Upon the termination of the interest of a unit owner, his membership and any interest in the Association and its common fund shall terminate and transfer and inure to the new unit owner succeeding him in interest.

ARTICLE I

Name and Location of the Corporation: The name of this Corporation is "HILLSIDE CONDOMINIUM UNIT OWNERS ASSOCIATION", hereinafter called the Association. Its principal office is located in Rome, Kennebec County and State of Maine.

ARTICLE II

Purposes: The purpose of the Corporation is to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which has been submitted to the provisions of the Unit Ownership Act of the State of Maine, Title 33, Chapter 10, Section 560 et seq. and to be known as HILLSIDE CONDOMINIUM UNIT OWNERS ASSOCIATION, and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all on a nonprofit basis consonant with the provisions of its Articles of Incorporation.

ARTICLE III

Section 1: The Members shall consist of all the unit owners of that property located in Rome, Kennebec County, State of Maine, known as HILLSIDE CONDOMINIUM as appears on a Plan thereof simultaneously filed in Kennebec County Registry of Deeds in Augusta, Maine, in accordance with the provisions of the

Declaration, which has also been simultaneously recorded in the Kennebec County Registry of Deeds as aforesaid, by which the said property has been submitted to the provisions of the Unit Ownership Act of the State of Maine, to which Declaration a copy of these By-Laws has been included therein. For the purpose of these By-Laws the definition of all the words, terms and phrases which have been defined by the said Unit Ownership Act except the definition of common areas and facilities, shall be controlled by the definitions set forth therein.

Section 2: Membership shall be transferable only as provided herein or in the Declaration. The membership of each unit owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the property, accomplished in accordance with the provisions of the Declaration, and, thereupon, the membership and any interest in the common fund shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. The Association, may, but shall not be required to, issue certificates or other evidence of membership therein.

ARTICLE IV

Meetings of Members:

Section 1: Meetings of the membership shall be held at the property or at such other place within or outside the State of Maine as may be specified in the Notice of the meeting.

Section 2: The first Annual Meeting of the members shall be within thirty (30) days after the date of incorporation of the Association at 8 o'clock P.M., or at such other date and time as may be specified in a written Notice with respect to such meeting.

Thereafter, an Annual Meeting of the Members shall be held on the Third Saturday of the month of June, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday in each succeeding year. At such meeting, a Board of Directors shall be elected by the members in accordance with the provisions of Article V of these By-Laws. The members shall also transact such other business as may properly come before them.

Section 3: It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Board of Directors or upon a Petition signed by three (3) unit owners. The Notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the said Notice unless with the consent of three (3) of the unit owners present, either in person or by proxy.

Section 4: It shall be the duty of the Secretary, or upon his failure or neglect then of any officer or member, to mail by United States Certified Mail, postage prepaid, a Notice of each Annual or Special Meeting stating the purpose, the time and place thereof to each member of record.

Section 5: The presence, either in person or by proxy, of three (3) unit owners shall be requisite for and shall constitute a quorum for the transaction of business at all meeting of members.

Section 6: 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.

Section 7: The aggregate number of votes for all unit owners shall be one hundred (100) and shall be divided among the respective members in accordance with their respective percentages of ownership interest in the common areas. Hillside Camps, Inc. or the Association, may exercise the voting rights with respect to any units to which it has title.

Unless by express provisions of Statute or of these By-Laws or the Declaration, a different vote is required, each question presented at a meeting shall be determined by a majority vote of those unit votes present in person or by proxy.

Section 8: The vote of any corporate, partnership or trust member may be cast on its behalf by an officer, partner or beneficiary of such member and any such member may appoint its officer, partner, beneficiary or any other member as its proxy. Any individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed with the Secretary-Clerk prior to the commencement of a meeting, or at the time that proxies are called for. Joint owners or tenants in common shall agree among themselves and cast their votes in the same manner.

ARTICLE V

Board of Directors:

Section 1: The affairs of the Association shall be governed by a Board of Directors. Such governing body shall constitute the governing body referred to in the Unit Ownership Act of the State of Maine as the "Board of Directors" and/or "Board of Managers" and shall consist of three (3) persons. Each Director shall be a unit owner or the spouse of a unit owner; or if a unit owner

shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such unit owner.

Section 2: The Board of Directors 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 in the "Maine Nonprofit Corporation Act", and may do all such other acts and things provided by the Unit Ownership Act of the State of Maine to be done by a Board of Managers or by the unit owners collectively except such acts or things as are by law or by these By-Laws or by the Declaration directed to be exercised and done by the members individually. The powers of the Board of Directors shall include but not be limited to the following:

a) To elect the officers of the Association;

b) To administer the affairs of the Association and Property;

c) To engage the services of manager or managing agent for the Property and to fix the terms of such engagement and the compensation and authority of such manager or managing agent;

d) To promulgate such Rules and Regulations concerning the operation and use of the Property or of the Common Elements as may be consistent with the Declaration and these By-Laws and to amend the same from time to time;

e) To provide for the maintenance, repair, and replacement of the Common Elements; and

f) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the unit owners their respective shares of the estimated expenses as hereinater provided.

Section 3: At the first Annual Meeting of members, the term of office of one (1) Director shall be fixed for three (3) years; the term of office of one (1) Director shall be fixed at two (2) years and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and qualified.

Section 4: Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, shall be filled by election by the members at the next Annual Meeting or at a Special Meeting called for such purpose.

Section 5: Annual Meetings of the Board of Directors shall be held immediately following the Annual Meeting of the members and at the same place. Special meetings of the Board may be called by the President or a majority of the Board on three (3) days notice to each Director by mail or telegraph. Directors may waive Notice of a meeting or by written consent take any action without a formal meeting.

Section 6: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and any action may be taken by the majority of those present.

Section 7: Any Director may be removed from office by the vote of three (3) unit owners. Directors shall receive no compensation for

their services except as expressly provided by a resolution duly adopted by the members.

Section 8: The Board shall have no authority to approve or authorize any capital expenditure in excess of $1,000.00 or the balance of funds in any capital reserve, whichever is larger, nor to authorize the Association to enter into any contract for a term of more than two (2) years except with the approval of a majority of the unit owners. The Board shall have no authority to purchase real estate or to enter into a contract to purchase real estate, without in either case the approval of the owners of three (3) of the units.

ARTICLE VI

Officers:

Section 1: The officers of the Association shall be a President, one Vice-President, a Clerk/Secretary, and a Treasurer, which officers shall be elected at each Annual Meeting of the Board of Directors and shall hold office at the pleasure of the Board.

Section 2: Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

Section 3: Each respective officer of the Association shall have such powers and duties as are usually vested in such office of a Nonprofit Corporation, including but not limited to the following:

a) The President shall be a Director and shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and of the Board of Directors.

b) The Vice-President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office.

c) The Secretary/Clerk shall keep Minutes of all Meetings of the members and of the Board of Directors and shall have custody of the Association seal and have charge of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe.

d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose.

Section 4: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

ARTICLE VII

Fiscal Management:

Section 1: The fiscal year of the Association shall begin on the first day of January each year, except the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

Section 2: Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements of the Association for such prior fiscal year.

Section 3: With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

a) Management and administration expenses;

b) The estimated cost of repairs, maintenance and replacement of Common Elements;

c) The cost of such utilities as may be furnished by the Association;

d) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for replacements;

e) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

Within one hundred and twenty (120) days after the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses and copies of such budget shall be furnished to each unit owner.

Unless the Board decides otherwise, on or before the first day of each month of the fiscal year covered by such estimated annual budget, each unit owner shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each unit owner shall pay a percentage of the membership assessment which is equal to his respective percentage ownership in the Common Elements.

Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the bassis of the previous estimated annual budget.

If any unit owner shall fail or refuse to make payment of his proportionate share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such unit owner in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies (including foreclosure) provided in the Unit Ownership Act, (including charging reasonable rent), the Declaration or these By-Laws, or as otherwise available at law or in equity for the collection of all unpaid assessments.

Section 4: If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

Section 5: With respect to any units owned by Hillside Camps, Inc. or the Association, the said owner shall pay a monthly assessment determined in the same manner as the monthly assessment is determined for all other unit owners.

ARTICLE VIII

Use and Occupancy Restrictions:

Section 1: No unit shall be used for any other purpose than as a private dwelling for the member and his immediate family or by a

person and such person's immediate family to whom the member shall have leased his unit subject to all of the provisions of these By-Laws and the Declaration. No member nor a lessee of any member shall permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property.

Section 2: Each member shall maintain his own unit and its limited common areas in good condition, order and repair at his own expense. No unit owner shall display, hang, store or use any signs or articles whatsoever outside his unit other than such draperies, curtains or shades as may be permitted in accordance with the Rules and Regulations established by the Board. A unit owner may paint, decorate or otherwise alter or modify in any way the outside of his unit, or construct an addition thereto, only with the prior written consent of the Board and after obtaining any necessary approvals or permits from the municipality.

Section 3: Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Board. No articles of personal property belonging to any unit owners shall be stored in any portion of the Common Elements except in the storage area, if any, specifically designated for the respective unit owner by the Board or the managing agent.

Section 4: No unit owner shall overload the electrical wiring or operate any machinery, appliances, television, radios, accessories or equipment in such a manner as to cause, in the judgment of the Board, any unreasonable disturbance or make any alterations to or connections with the plumbing or sanitary disposal systems without the prior written consent of the Board.

ARTICLE IX

Amendments:

These By-Laws may be amended or modified at any time, or from time to time, by the action or approval of at least seventy-five (75%) percent of the unit owners, except the By-Laws affecting the rights or interest of Hillside Camps, Inc. shall not be amended or modified without the written consent of Hillside Camps, Inc.

END OF BY-LAWS

11. Further Details.

Matters of dispute or disagreement between unit owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be final and binding on all unit owners.

Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership interest in the common areas. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own unit and his own respective ownership interest in the common areas as aforesaid.

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the limited common areas and common areas, as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common areas.

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each used by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

The Board of Directors shall have the authority to and shall obtain insurance on the property against loss or damage by fire and such other hazards as are covered under Standard Extended

Coverage Provisions for the full insurable replacement cost of the common areas and the units, and shall have authority to obtain and shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring each unit owner and the Association Board of Directors, and Managing Agent from liability in connection with the common areas. The premiums therefor shall be Common Expenses. Each unit owner shall be responsible for his own insurance on the contents of his unit and his additons and improvements thereto and decorating and furnishing personal property therein, and his personal liability to the extent not covered by the liability insurance provided, if provided, by the Association.

12. Method of Amending Declaration.

The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association, pursuant to a resolution or written consent approving such amendment or amendments adopted or given by unit owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the common areas; provided, however, that if the Act or this Declaration shall require the consent or agreement of a greater percentage of unit owners or of lien holders for any action specified in the act or in this Declaration, then any such amendment or amendments shall require such greater percentage as may be provided in the Act or in this Declaration and further provided that use of a limited common area shall not be changed without the written consent of the unit owner(s) entitled to use said limited common area. All amendments to this Declaration and By-Laws shall be recorded.

13. Name:

Each building is a unit and, therefore, the name of the

buildings shall be HILLSIDE CONDOMINIUMS Units 1 through 5.

WITNESS the execution hereof under seal this 21st day of January in the year of our Lord one thousand nine hundred and eighty-one.

HILLSIDE CAMPS, INC.

BY David A Labbe
David Labbe
Its President

STATE OF MAINE

KENNEBEC, SS. January 21, 1981

Personally appeared the above named DAVID LABBE, President of Hillside Camps, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

William P Dubord
Notary Public

The undersigned, WATERVILLE SAVINGS BANK, as mortgagee under mortgages covering the premises hereby submitted by Hillside Camps, Inc. under the Unit Ownership Act, hereby submits the parcel described in Exhibit 1 of this Declaration, to the provisions of said Maine Unit Ownership Act for the sole and limited purpose of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in this Declaration in Exhibit 1, provided that such consent shall not be construed to make said Waterville Savings Bank, as mortgagee,

the developer, or to impose on it any obligations or liabilities whatsoever.

The undersigned hereby agrees that its security interest under its mortgages shall be subject to the provisions of Title 33, Chapter 10, Section 560 et seq. of the revised statutes of Maine, as amended and that in the exercise of its rights as mortgageee under its mortgages, the undersigned recognizes the establishment of a condominium by this Declaration of Condominium. The undersigned shall have all the rights of a mortgagee of record under said Declaration.

IN WITNESS WHEREOF, the said WATERVILLE SAVINGS BANK, has caused this instrument to be signed in its corporate name and sealed with its corporate seal this 21st day of January 1981.

Signed, Sealed and Delivered in the presence of:

WATERVILLE SAVINGS BANK

BY Robert E. York
Its Vice President

STATE OF MAINE

KENNEBEC, SS. January 21, 1981

Personally appeared the above named Robert E. York, Vice President of said Waterville Savings Bank and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Waterville Savings Bank.

Before me,

William P. Jurbord
Notary Public

SEAL

EXHIBIT I

A certain lot or parcel of land with buildings and improvements thereon situated in the Town of Rome, County of Kennebec, State of Maine and more particularly described as follows; to wit:

BEGINNING at a wooden stake at the shore of Great Pond at the southeasterly corner of Lot 2 on a Plan of Sunny Shores recorded in Plan Book 20, Page 25 in the Kennebec County Registry of Deeds; thence N 0° E 125 feet, more or less, to an iron pin; thence continuing in the same direction 200 feet, more or less, to an iron pin; thence S 87° W 145 feet to a point; thence N 0° E 300 feet to a point; thence 90° E 475 feet to a point; thence S 18° W 530 feet, more or less, to a large tree; thence S 27° W 130 feet, more or less, to the shore of Great Pond; thence in a general westerly direction following the shore 109 feet, more or less, to the point of beginning. Being the premises as shown on a Plan entitled "Hillside Condominium, developed for Hillside Camps, Inc., by Rowe & Ellis dated December, 1980" which Plan was approved by the Rome Planning Board and is to be recorded simultaneously herewith in the Kennebec County Registry of Deeds.

Being a portion of the premises conveyed to Hillside Camps, Inc. by Bruce Labbe by Deed dated June 22, 1977 and recorded in the Kennebec County Registry of Deeds in Book 2015, Page 123.

There is also granted hereby a right of way in common with others over the present private road from the highway to the Condominium property as delineated on said Plan. Hillside Camps, Inc. reserves the right, for itself, its successors and assigns, to use the right of ways as delineated on said Plan.

Hillside Camps, Inc., for itself, its successors and assigns excepts and reserves the right to lay and maintain pipes from the pump house to two cottages situated on land owned by it next easterly of the Condominium property.

Hillside Camps, Inc. for itself, its successors and assigns excepts and reserves for a period of fifteen (15) years from the date of this Declaration the right to cut timber on the portion of the Condominium premises situated northerly and westerly of the right of way from Rome Corner to Sunny Shores as delineated on said Plan.

EXHIBIT II

	Percentage of Interest in Common Areas
Unit 1	24%
Unit 2	20%
Unit 3	20%
Unit 4	20%
Unit 5	16%

KENNEBEC SS: JAN 22 1981
RECEIVED 2 H30M P. M.
AND RECORDED FROM ORIGINAL

AMENDMENT TO
DECLARATION OF CONDOMINIUM:

HILLSIDE CONDOMINIUM

The Undersigned, being all of the Unit Owners and Mortgagees of Units in the Hillside Condominium, and all of the Members of Hillside Condominium Unit Owners Association, a Maine non-stock corporation, hereby consent to the following amendments to a certain Declaration of Condominium pursuant to Paragraph 12 thereof; said Declaration is entitled "HILLSIDE CONDOMINIUM DECLARATION", dated January 21, 1981 in the Kennebec County Registry of Deeds in Book 2355, Page 105.

The Undersigned represent 100% in the aggregate of the total ownership interest in the Common Areas thereof and this document shall be considered a resolution of said Unit Owners Association for such Amendments.

The purpose of this Amendment is to add additional Common Area, and amend some of the provisions of the Declaration:

FIRST AMENDMENT:

Section 1 of said Declaration, entitled, "Description of Land" is further amended by adding the following language thereto:

> The land and improvements of Hillside Condominium shall also include the land described in Amended Exhibit I, attached hereto and made a part hereof. Also included with said additional land are the easements, privileges, and other interests in real and personal property described in said Amended Exhibit I; more particularly, there are included the rights to various utility services and equipment described in Amended Exhibit I subject to the obligations for maintenance, repair and replacement thereof. The additional land described in said Amended Exhibit I is shown on a survey entitled, "HILLSIDE CONDOMINIUM", dated December, 1980, revised October, 1981

by Rowe & Ellis, such revision being the addition of a parcel with fifteen feet frontage on Great Pond and twenty feet in depth at the southeast corner of the original condominium parcel. Said Survey and the information thereon is incorporated herein by reference.

SECOND AMENDMENT:

Section 8 of said Declaration entitled, "Lot Restrictions" is amended by adding the following to Subsection 2:

". . . and any pets brought on or kept within the Condominium with approval shall be tied or otherwise kept under control.

THIRD AMENDMENT:

Section 10 of said Declaration entitled, "By-Laws" is amended by changing the second sentence in ARTICLE V, Board of Directors, Section 1. to read, "Such governing body shall constitute the governing body referred to in the Unit Ownership Act of the State of Maine as the "Board of Directors" and/or "Board of Managers" and shall consist of five (5) persons."

FOURTH AMENDMENT:

Section 10 of said Declaration entitled, "By-Laws" is amended by deleting ARTICLE V, Board of Directors, Section 3. in its entirety and substituting the following in its place:

Section 3: At the first Annual Meeting of members, the term of office of two (2) Directors shall be fixed at two (2) years and the term of office of three (3) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and qualified.

FIFTH AMENDMENT:

The paragraph in Exhibit I of said Declaration reading as follows:

"Hillside Camps, Inc. for itself, its successors and assigns excepts and reserves the right to lay and maintain pipes from the pump house to two cottages situated on land owned by it next easterly of the Condominium property."

is deleted in its entirety and an amended exception and reservation is included in the Amended Exhibit I which is a part of this Amendment to the Declaration of Hillside Condominium.

SIXTH AMENDMENT:

Said original Declaration and Survey referred to in said original Declaration and the Survey referred to in this Amendment are all incorporated herein by reference as if fully set forth herein and made a part of this Amendment in order that the recording of this Amendment will constitute a simultaneous filing of said Declaration and Surveys in conformity with the requirements of the Maine Unit Ownership Act.

Dated at Waterville, Maine this 16th day of NOVEMBER, 1981.

HILLSIDE CAMPS, INC.

CORPORATE SEAL

BY David C Labbe
David Labbe, Its President

(Record Owner of the additional Common Areas and the land affected by easements submitted in this Amendment & Units 2 through 5.)

STATE OF MAINE
COUNTY OF KENNEBEC

NOVEMBER 16 , 1981

Then personally appeared the above named David Labbe, President of said Hillside Camps, Inc. and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

William P Dubord
~~Justice of the Peace~~
Notary Public

SEAL

The Undersigned, Waterville Savings Bank, as Mortgagee under Mortgages covering the premises hereby submitted by Hillside Camps, Inc. under the Unit Ownership Act, hereby submits the parcel described in Amended Exhibit I of this Declaration, to the provisions of said Maine Unit Ownership Act for the sole and limited purpose of compliance with said Act and for the creation and granting of easements, licenses, uses, rights and privileges as described in the Declaration and its Exhibits, provided that such consent shall not be construed to make said Waterville Savings Bank, as Mortgagee, the Developer, or to impose any obligations or liabilities upon said Waterville Savings Bank under this Declaration. The Undersigned hereby agrees that its security interest under its mortgages which are recorded in the Kennebec County Registry of Deeds in Book 1549, Page 658 and Book 2011, Page 264 shall be subject to the provisions of Title 33, Chapter 10, Section 560, et. seq. of the Revised Statutes of Maine, as amended and that in the exercise of its rights as Mortgagee under its Mortgages, the Undersigned recognizes the establishment of a condominium by this Declaration of Condominium. The Undersigned shall have all the rights of mortgagee of record under said Declaration.

IN WITNESS WHEREOF, the said Waterville Savings Bank, has caused this instrument to be signed in its corporate name on this 16th day of NOVEMBER,1981.

Signed, Sealed and Delivered
in the presence of:

William P Dubord

WATERVILLE SAVINGS BANK

BY Robert E York
Robert E. York
Its Vice President

STATE OF MAINE
COUNTY OF KENNEBEC

NOVEMBER 16, 1981

Then personally appeared the above named Robert E. York, Vice President of said Waterville Savings Bank and acknowledged the foregoing Amendment to Declaration of Condominium to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

William P Dubord
~~Justice of the Peace~~ - Notary Public

SEAL

AMENDED

EXHIBIT I

A certain lot or parcel of land situated in the Town of Rome, County of Kennebec, State of Maine, and more particularly described as follows; to wit:

BEGINNING at a point on the shore of Great Pond, which point marks the southeast corner of the Hillside Condominium parcel as shown on a Plan entitled "Hillside Condominium" duly recorded in the Kennebec County Registry of Deeds in File No. B81005; thence in a general easterly direction following the shore fifteen (15') feet to a point; thence turning and running north 27° east twenty (20') feet to a point; thence turning and running westerly fifteen (15') feet to the east boundary of said Hillside Condominium parcel; thence south 27° west along the easterly boundary of said condominium parcel twenty (20') feet to the point of beginning.

BEING a portion of the premises conveyed to Hillside Camps, Inc. by Bruce Labbe by deed dated June 22, 1977 and recorded in the Kennebec County Registry of Deeds in Book 2015, Page 123. Said parcel is shown on a Survey entitled "HILLSIDE CONDOMINIUM", December, 1980, revised October, 1981 to be recorded simultaneously herewith in the Kennebec County Registry of Deeds.

There is also granted hereby the right, in common with others, to utilize the artesian well situated on land owned by Hillside Camps, Inc. next easterly of the Hillside Condominium property. Such access to and use of said well shall be subject to the obligation of the Hillside Condominium Units paying their fair prorata share of the expense of maintaining and repairing said well.

Hillside Camps, Inc., for itself, its successors and assigns excepts and reserves the right to lay and maintain pipes from the pump house to dwellings, whether or not now existing, situated on land owned by Hillside Camps, Inc. next easterly of the condominium property subject to the obligation of Hillside Camps, Inc., its successors and assigns, paying its fair prorata share of the expenses of operating, repairing and maintaining said pump house and water system, including the annual "spring hookup" and "fall takeout".

There is also granted hereby the right to use, in common with others, the main lawn and beach next easterly of the Condominium property for recreational use subject to rules and regulations governing said recreational use as may be set from time to time by Hillside Camps, Inc. or its successors and assigns. Hillside Camps, Inc. specifically reserves the right for itself, its successors and assigns to grant the right to utilize, occupy and cross said premises to others. The "main lawn and beach area" shall not include any area within one hundred (100') feet of any existing dwelling (or replacement of a previously existing dwelling) nor shall it include any area northerly of a line running east-west across the most northerly portion of Hillside Condominium Unit No. 5.

CONSENT

The undersigned Unit Owners of Unit 1 in Hillside Condominium hereby consent to the Amendment dated November 16, 1981 of the Declaration of Condominium of Hillside Condominium. The original Declaration is recorded in the Kennebec County Registry of Deeds in Book 2355, Page 105.

The purpose of said Amendment is to add additional Common Area to the Condominium, to amend the By-Laws, to amend Exhibit I, and to amend the restrictions.

Dated: 11-25-81

LEE POOLER

SANDRA POOLER

CONSENT

The undersigned Mortgagee of Unit 1 in Hillside Condominium hereby consent to the Amendment dated November 16, 1981 of the Declaration of Condominium of Hillside Condominium. The original Declaration is recorded in the Kennebec County Registry of Deeds in Book 2355, Page 105.

The purpose of said Amendment is to add additional Common Area to the Condominium, to amend the By-Laws, to amend Exhibit I, and to amend the restrictions.

Dated: 11-30-81

SAINT FRANCIS de SALES FEDERAL CREDIT UNION

BY _____

Its
Duly Authorized

KENNEBEC SS: DEC 2 1981
RECEIVED 2 H. 00 M. 00 M.
AND RECORDED FROM ORIGINAL

WHEELER & AREY, P.A.
ATTORNEYS AND COUNSELORS AT LAW
TWENTY-SEVEN TEMPLE STREET • P.O. BOX 376
WATERVILLE, MAINE 04903-0376
TELEPHONE 207-873-7771
TOLL FREE 1-888-451-8400
TELEFAX 207-877-9454

RONALD A. DUCHARME
PETER T. MARCHESI
MICHAEL J. SCHMIDT
CASSANDRA S. SHAFFER

CLYDE L. WHEELER
(OF COUNSEL)

August 24, 2006

Kennebec County Registry of Deeds
P.O. Box 1053
Augusta, Maine 04332-1053

Re: Amendment to Declaration and By Laws-Hillside Condominium

COPY

Ladies and Gentlemen:

Enclosed please find Amendment to Declaration and By Laws of Condominium: Hillside Condominium for recording. Also enclosed is a check in the amount of $36.00 to cover the recording fee.

I have enclosed a self-addressed, stamped envelope for you to return the deeds to this office once they have been recorded.

Sincerely,

RONALD DUCHARME
ducharme@wheelerlegal.com

RD/db
Enc.
cc: Paul Falconer

AMENDMENT TO DECLARATION AND BY LAWS OF CONDOMINIUM:

HILLSIDE CONDOMINIUM

The undersigned, being **all** of the unit owners and mortgagees of units in the Hillside Condominium, and **all** of the members of Hillside Condominium Unit Owners Association, a Maine non-stock corporation, hereby consent to the following amendments to the Declaration and By Laws of Condominium which is dated January 21, 1981, and recorded in the Kennebec County Registry of Deeds in Book 2355, Page 105 and the document entitled "Amendment to Declaration of Condominium" dated November 16, 1981 and recorded at Book 2438, Page 271.

The undersigned represent **100%** in the aggregate of the total ownership interest in the common areas and this document shall be considered a resolution of said Unit Owners Association for such amendments.

I. DECLARATION

FIRST AMENDMENT: Section 7 of the Declaration entitled "Purposes", is amended by deleting the following statements which are on pages 7 and 8 of the Declaration in Book 2355, Page 111-112:

> Each unit owner shall at his own expense also maintain the limited common area of his unit and the septic system and drainage field for his particular unit. Maintenance, repairs and replacement of the common areas shall be furnished by the Association as part of the common expenses. The expenses of seasonal opening and closing the individual units with regard to water only shall be furnished as part of the common expenses.
>
> Each unit presently has its own septic system and drainage field which shall be maintained by each unit owner. If the majority of unit owners agree at a future date to install a common sewer system in the area reserved for leach field replacement, the expense of installation, including connectors, and maintenance shall be a common expense. It is not anticipated that such a system will be

installed unless necessary due to plumbing codes or ordinances or the inability to repair one or more of the existing systems should they not function properly.

In its place the following statement will be substituted:

Each unit owner shall at his own expense also maintain the limited common area of his unit. Each unit owner is responsible for the septic line from their domicile to the one thousand gallon septic tank. Unit owners are responsible for the pumping of their individual septic tank. All other expenses incurred for the remaining part of the septic system are to be shared by all owners. Unit owners who add a bedroom or washer are individually responsible to provide the necessary changes to the chamber system as required by local and state laws.

II. BY-LAWS

SECOND AMENDMENT: Section 2 of Article IV entitled "Meeting of Members" is amended by deleting the following statement:

Thereafter, an annual meeting of the members shall be held on the third Saturday of the month of June, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday in each succeeding year.

In its place the following statement will be substituted:

An annual meeting of the members shall be held on the fourth weekend in June.

THIRD AMENDMENT: Section 1 of Article V of the By-Laws entitled "Board of Directors" is amended by adding the following sentence to that section:

Each of the five separate units shall be represented on the Board of Directors by a single Director.

FOURTH AMENDMENT: In addition, the "FOURTH AMENDMENT" in the document entitled "Amendment to Declaration of Condominium" dated November 16, 1981 regarding Article V, Section 3 of the By-Laws concerning the Board of Directors is amended to read as follows:

> The term of office of each of the five Directors shall be one year. At the expiration of the term a successor shall be elected to serve a one year term. The Directors shall hold office until the successor has been elected and qualified.

FIFTH AMENDMENT: Section 3(c) of Article VI entitled "Officers" is amended by adding the following language:

> The secretary will provide a draft of the Annual Minutes to each owner, within 30 days of the annual meeting, to review and either approve or recommend additions or changes. If there are no requests for a change within 60 days of the annual meeting, the minutes will be considered approved. The approved minutes will be signed by the secretary and notarized. Copies are to be sent to each owner. The secretary will keep a condominium book that will contain notarized minutes and by-laws.

SIXTH AMENDMENT: The first sentence of Section 1 of Article VII entitled "Fiscal Management" is amended to state that the fiscal year of the Association shall begin on the first day of July each year.

SEVENTH AMENDMENT: Article VIII entitled "Use and Occupancy Restrictions" is amended by adding a new section stating:

> Unit owners, visitors, and renters are not to park in areas blocking the view of the lake. Excess parking is available in front of the pump house.

Date: 7/26/06

Lee Pooler

Lee Pooler, Unit 1 Owner

Date: 7-26-06

Sandra Pooler

Sandra Pooler, Unit 1 Owner

STATE OF ~~MAINE~~ New Hampshire

Rockingham , ss

Date: July 26, 2006

Then personally appeared the above-named Lee Pooler and Sandra Pooler and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Sheila M. Bodenrader

Notary Public

Printed Name:

My Commission Expires:

SHEILA M. BODENRADER, Notary Public
My Commission Expires: September 4, 2007

Date: 6/24/2006

Nicholas Howgate, Unit 2 Owner

Date: 6/24/2006

Lois Howgate

Lois Howgate, Unit 2 Owner

STATE OF MAINE

Kennebec , ss

Date: 6/24/06

Then personally appeared the above-named Nicholas Howgate and Lois Howgate and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Joan MacKenzie

Notary Public

Printed Name:

My Commission Expires:

Joan MacKenzie
Notary Public, Maine
My Commission Expires May 19, 2007

Date: 7 Jul 2006

Charles W. Howgate
Charles Howgate, Unit 2 Owner

Date: July 7, 2006

Kay B. Howgate
Kay Howgate, Unit 2 Owner

STATE OF ~~MAINE~~ Virginia
City of Fredericksburg, ss

Date: July 7, 2006

Then personally appeared the above-named Charles Howgate and Kay Howgate and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Frances B. Brooks
Notary Public
Printed Name: Frances B. Brooks
My Commission Expires: 1-31-2007

Date: 6/24/06

David Brower
David Brower, Unit 3 Owner

Date: 6/24/06

Kathleen Brower
Kathleen Brower, Unit 3 Owner

STATE OF MAINE
Kennebec, ss

Date: June 24, 2006

Then personally appeared the above-named Nicholas Brower and Kathleen Brower and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Joan MacKenzie
Notary Public
Printed Name:
My Commission Expires:

Joan MacKenzie
Notary Public, Maine
My Commission Expires May 19, 2007

Date: 8/14/06

Nancy Shantia Wright-Gray, Unit 4 Owner

STATE OF MAINE
York , ss

Date: 8/14/06

Then personally appeared the above-named Nancy Shantia Wright-Gray and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public
Printed Name:
My Commission Expires:

MARY JANE SAWYER
Notary Public, Maine
My Commission Expires June 8, 2013

Date: 6/24/06

Anne Wright, Unit 4 Owner

STATE OF MAINE
Kennebec , ss

Date: June 24, 2006

Then personally appeared the above-named Anne Wright and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public
Printed Name:
My Commission Expires:

Joan MacKenzie
Notary Public, Maine
My Commission Expires May 19, 2007

Date: June 24, 2006

George Paul Falconer

George Paul Falconer, Unit 5 Owner

Date: 6/24/06

Christine L Falconer

Christine Falconer, Unit 5 Owner

STATE OF MAINE
Kennebec , ss

Date: June 24, 2006

Then personally appeared the above-named George Paul Falconer and Christine Falconer and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Joan MacKenzie

Notary Public
Printed Name:
My Commission Expires:

Joan MacKenzie
Notary Public, Maine
My Commission Expires May 19, 2007