DECLARATION OF

218 WASHINGTON CONDOMINIUMS

PORTLAND, MAINE

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PORTLAND, MAINE

This Declaration of **218 WASHINGTON CONDOMINIUMS** ("Declaration") is executed by **218-220 WASHINGTON AVENUE LLC**, a Maine limited liability company (the "Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Condominium Act").

ARTICLE 1
CREATION OF THE CONDOMINIUM

§1.1 Submission of Property. The Declarant as the owner in fee simple of the land located on Washington Avenue in the City of Portland, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements now or hereafter located thereon, subject to and together with all easements, rights, privileges and appurtenances thereto (together with any other real estate subsequently subjected to this Declaration, all collectively referred to as the "Property"), hereby submits the land and related rights and easements as described in Exhibit A to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act to be known as "218 Washington Condominiums" (the "Condominium").

The name of the Unit Owners' association is the "218 Washington Condominium Association," a Maine nonprofit corporation (the "Association") formed under the Maine Non-Profit Corporation Act, 13-B M.R.S.A. Section 101 et seq.

The Condominium consists of the Property described in Exhibit A. Pursuant to this Declaration and the Act, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation those rights as set forth in Article 5.

§1.2 Applicability. This Declaration governs the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association, and the Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration, the Plat and Plans, the Bylaws, and the Rules and Regulations shall have the meanings specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Plat and Floor Plans, the Bylaws, and the Rules and Regulations, the foregoing documents shall control in accordance with the order of priority in which they are listed, and the Floor Plans shall control over the Plat. If any provision of this Declaration, the Plat and Plans, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the Condominium Act shall be deemed controlling. In the event of any

such conflict, the validity of the remainder of this Declaration, the Plat and Plans, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

ARTICLE 2
DESCRIPTION OF CONDOMINIUM PROPERTY

§2.1 Description of the Property – Plat. A legal description of the Property included in the Condominium is set forth in **Exhibit A**.

The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat of 218 Washington Condominiums made for the Declarant prepared by Sebago Technics, Inc. recorded on September 28, 2023 in the Cumberland County Registry of Deeds in Plan Book 223, Page 310, a reduced copy of which is attached hereto as **Exhibit B** (the "Plat").

§2.2 Location and Dimensions of Buildings – Floor Plans The term "Building" means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a Building or intended to be used for purposes incidental to the use of a Building.

The proposed location, dimensions and chart of finish floor elevation of the Building and other improvements which may be erected on the Property, including the Common Elements, are shown on or set forth in the Condominium Plat as depicted on Exhibit B. The proposed location, dimensions and finish floor elevations of each proposed Unit together with its appurtenant Limited Common Elements are depicted on the Floor Plans titled "Condominium Floor Plans for 218 Washington Condominiums," sheets # 1 of 4, 2 of 4, and 3 of 4, prepared by Archetype Architects, signed and sealed by William Kenneth Hopkins and recorded in said Registry of Deeds in Plan Book 223, Pages 311 through Pages 313, and titled "Condominium Sections/Elevations Plan for 218 Washington Condominiums," sheets # 4 of 4, signed and sealed by William Kenneth Hopkins and recorded in said Registry of Deeds in Plan Book 223, Page 314 (the "Floor Plans" or "Plans"), reduced copies of which are attached hereto as **Exhibit C**. The proposed configuration, location and dimensions of each Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements NEED NOT BE BUILT or may be built with configurations, locations and dimensions different than those shown on the Condominium Plat and Plans, as further appears in Article 5 below.

§2.3 Recording of Plat and Plans. The Plat and Plans are recorded in said Registry of Deeds and any amendments thereto shall be recorded, all of which are a part of this Declaration.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE 3
CONDOMINIUM UNITS

§3.1 Creation of Units. The Declarant hereby creates forty-five (45) Units. The Allocated Interests of each Unit are set forth in in **Exhibit D**, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Condominium Plat and Plans.

§3.2 Units and General Unit Boundaries. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area of each Unit shall be shown on the Condominium Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

The boundaries of each Unit created under this Declaration are generally shown on the Condominium Plat and Plans, and shall consist of:

(a) *General Horizontal Boundaries*: The general upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(i) Upper Horizontal Boundaries: The upper horizontal Unit boundaries are the planes at the lower surfaces of the floor joists of the Unit above or the joists of the roof as applicable which directly support the gypsum board or finished surfaces of the ceiling above a Unit, generally as shown on the Plans, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries; and

(ii) Lower Horizontal Boundaries: The lower Unit boundary is the horizontal planes at the intersection of the uppermost surface with the sub-flooring at the lower surfaces of the carpeting, tiles, vinyl or other floor surfaces and any other materials constituting any part of the finished floor surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(b) *General Vertical Boundaries*: The general vertical boundaries of each Unit shall be the vertical planes located at the interior stud line at the exterior or outer-most surface of the gypsum-board, sheetrock or other wall materials, if any, located on the inside of its exterior or common walls, all extended to the intersections with each other and with the horizontal boundaries, and runs along the interior surfaces of exterior doors, windows, and glass walls.

(c) *Interior Finishes*. The Unit shall include all wallboard, plasterboard, drywall, plaster, paneling, tiles, wallpaper, paint, wallpaper, carpeting, finished flooring, paint, varnish, stain,

wallpaper, tile, window and door trim, and any other materials constituting any part of the finished surfaces thereon located within or on the boundaries of the Unit.

(d) *Interior and other Unit Components and Spaces.* All other spaces, interior partitions, interior stairways, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit together those specific Unit components identified in Section 3.2 above.

(e) *Relocation and Subdivision.* Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.3 Description of the Specific Unit Components. Each Unit includes the following items:

(a) All interior partitions (excepting those portions thereof which are load-bearing), and interior doors and stairs located wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings, including paint, wallpaper, tile, furring, gypsum board, wallboard, plaster, paneling, moldings, trim, and any other materials constituting any part of the finished surfaces thereof;

(c) Plumbing, kitchen and bathroom pipes, lines and fixtures, the heating and ventilating equipment, fans, ducts, vents, controls and air intakes, kitchen appliances and cabinets, air conditioning systems if any, and components thereof serving only a single Unit, if any, all even if located outside of a Unit's general boundaries; and

(d) Electrical wiring, equipment outlets, doorbells, entranceway intercoms, and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, any natural or propane gas system from the point where the piping leaves the natural gas meter, and portions of electric, water, gas and sewer utility lines, pipes, outside lights, doorbells, conduits, vents, flues, fans, ducts, and equipment serving only that Unit, even if located outside of a Unit's general boundaries.

A Unit generally does not include the exterior walls, balconies, patios, decks, roof, joists, studs, girders and other structural components of load-bearing walls, thermal insulation, foundation walls and footings, land, and related components if any, the exterior windows and exterior doors, their glass, frames, sills, flashing, thresholds, hardware, storm doors and windows, skylights (some of which building components are later designated as Limited Common Elements), and any pipes, wires, conduits, meters, flues, ducts, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the benefit of the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit across the Common Elements, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of

an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

Responsibilities for the maintenance of the Unit and Common Elements are governed by Article 7 below.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit are set forth in Exhibit D.

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated among all Units that have been created pursuant to a formula represented by a fraction wherein (i) the numerator is the number of square feet of the Unit and its adjoining Common Element measured to the outside of exterior walls and center of party walls with another Unit or with Common Elements areas and (ii) the denominator is the total number of such square feet for Units which have been created in the Condominium subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit D (as it may be amended) shall prevail in any event regardless of the actual square footage or fair market value of the Units.

Each Unit shall each have one (1) vote in the Association on a formula of one vote per Unit to permit equality among Units.

The Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit and to assess and allocate "Limited Common Expenses" as set forth below.

§3.5 "Interior" Alterations and Improvements. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit without the prior written consent thereto of the Executive Board. The consent of the Executive Board shall not be unreasonably withheld so long as such addition, alteration or improvement shall be in keeping with the integrity of the Condominium and shall not adversely affect the structural or mechanical systems of the Unit as certified by a licensed architect or engineer, retained by the Unit Owner at his or her cost. The Executive Board, in its discretion, may retain its own licensed architect or engineer, at the expense of the Unit Owner applying for such permission, to review the application and advise the Executive Board. (Any application to any department or to

any other governmental authority for a permit to make such an addition, alteration or improvement shall be at the Unit Owner's expense.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit or the building (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association in its discretion or in accordance with Rules and Regulations adopted and amended by the Association from time to time.

ARTICLE 4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term "Common Elements" means the entire Property other than the Units, and includes:

i. The land, together with the benefit of and subject to all the accompanying rights and easements described in **Exhibit A** and the private drive, the parking garage areas (with the exception of individual parking spaces), retaining walls, walkways and paths, lawn, landscaping, trees, vegetation, pavement, and storm water facilities, equipment and detention areas;

ii. The foundations, subfloors, concrete floors, structural, load bearing walls, studs, framing, joists, and rafters, roof, exterior walls, windows, exterior doors and doors leading to the Common Elements, storm and screen doors, the elevator, lobbies, vestibules, common stairways and hallways, basement, bicycle room and trash storage areas, exterior steps, decks, patios, balconies, and all structural and load bearing portions of the Buildings;

iii. The utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems including permanent hard wired smoke and carbon monoxide detectors, sprinklers, and fire alarms, wires, pipes, pumps, and water and sewer utility lines which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Unit as defined above), and the storm water detention, storage and filtration system;

iv. The rooftop deck as depicted on the Plans; and

v. 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 in this Declaration.

Responsibilities for the maintenance and use of the Common Elements are governed by Article 7 below.

§4.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer

than all, of the Units in accordance with this Declaration. Limited Common Elements consist of the following:

i. The parking spaces in the parking garage and the two (2) exterior parking spaces on the first floor shown as Limited Common Elements on the Plat and Plans as now or hereafter assigned or allocated for the exclusive use and benefit of a Unit. Generally, the parking spaces in the garage and the exterior parking spaces are designated on the Plans and/or Plat labeled "LCE-P" followed by a number. Any parking spaces in the garage and the exterior parking spaces designated on the Plans and/or Plat labeled "LCE-P" followed by a number [not by a Unit number] are subject to the Declarant's right to assign such parking spaces to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed assigning such parking spaces. Notwithstanding anything to the contrary, any parking spaces that are not assigned to a specific Unit by the Declarant shall become general Common Elements and shall be managed by the Association at the discretion of the Board of Directors. After the initial assignment, an LCE parking space may be later reassigned by such Unit Owner to a different Unit only with the consent of the affected Unit Owners pursuant to a recorded instrument, a copy of which shall be provided to the Association;

ii. The one (1) parking space marked "ADA" on the Plat and Plans may be initially assigned to a Unit but such a parking space may be reassigned by the Board of Directors in a parking space swap upon submission of a written request to the Board from the occupant of a Unit who qualifies for its use as a "reasonable accommodation" under the US Americans with Disabilities Act and Maine Human Rights Act for handicapped parking, on a first come first served basis, and if the occupant no longer so qualifies then the occupancy of such spaces shall then be swapped with an occupant who so qualifies, all subject to such further Rules and Regulations as may be adopted by the Board of Directors in accordance with said Acts. After the initial assignment, an LCE parking space may be reallocated by an amendment to the Declaration upon application to the Association by the Unit Owners between or among whose Units the reallocation is made. Unless the executive board determines within 30 days that the reallocation is unreasonable, the Association shall prepare an amendment and any Plats or Plans needed to depict the amendment. Upon execution by the Unit Owners, the amendment together with such plats or plans shall be recorded in the names of the parties and the Condominium;

iii. Electrical vehicle charging stations installed at certain LCE parking spaces shall be a Limited Common Element appurtenant to the Unit that such LCE parking space was assigned. Limited Common Elements shall also include any connectors, wires or cables that are installed in the electric charging stations that are stubbed out for each parking space. Unit Owners with allocated LCE parking spaces that include electric vehicle charging stations shall be responsible at their own expense for the maintenance, repair and replacement of the charging station equipment, including any connectors, wires or cables that a installed in the electric charging stations.

iv. The exterior decks appurtenant to a Unit as depicted on the Plans, the finish floor surfaces thereof, the fences and railings surrounding or abutting such areas, and any other areas now or hereafter shown as Limited Common Elements on the Plat and Plans;

v. The twelve-(12) subgrade storage lockers located adjacent to the electrical room as now or hereafter assigned or allocated for the exclusive use and benefit of a Unit shall be Limited Common Elements;

vi. Exterior storage cupboards/cabinets located *only* on the second, third, and fourth floors shall be Limited Common Elements allocated exclusively *only* to the Units on the second, third, and fourth floors;

vii. Water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not defined part of the Unit are Limited Common Elements allocated exclusively to that Unit

viii. The doors leading to the Common Elements (including the Limited Common Elements), exterior windows and their screens and frames, together with their glass, tracks, hardware, locks, screens, flanges, flashing, sills and all other components of prefabricated doors and windows;

ix. Exterior lights attached to the outside of a Unit, the portion of the intercom/door entry system that services only that Unit, and any other similar separate building fixture designed to serve a single Unit but located outside its Unit boundary, either as presently or hereafter built in accordance with this Declaration or shown on the Plans adjacent to a Unit and which is not defined as a part of the Unit as set forth above; and

x. The portions of the Property now or hereafter shown on the Condominium Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The Declarant reserves the right to create and assign additional Limited Common Elements within Common Elements to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed assigning such parking space. The allocation of Limited Common Elements may not be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements. The power to create and initially assign Limited Common Elements is exclusively held by the Declarant.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. Except as set forth in Section 4.2 above the Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Exterior Improvements/Connection of Adjoining Units and Limited Common Elements.

A. Conditions Precedent. If the record owner(s) of the subject Unit(s) affirmatively elect, upon application to and subject to the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, with prior notice to any abutting Units, all to be evidenced by a recorded instrument duly executed and acknowledged setting forth the requirements itemized below, then:

(i) that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element and construction of improvements on the Limited Common Element area; and

(ii) for the installation of doors, windows, skylights and frames thereto,

SUBJECT TO the following limitations and requirements, compliance with which shall be as specified and approved by the Board of Directors in its discretion prior to construction:

(a) The improvements shall be of first quality, permanent construction and shall be compatible with the architectural design of existing buildings and structures;

(b) Each application shall include detailed plans prepared by a licensed architect or engineer of the proposed construction and a copy of any agreement between the Unit Owner and contractors for the proposed project;

(c) Exterior improvements may be built only in the Limited Common Element locations, and shall not enclose any patio/deck/balcony Limited Common Elements;

(a) The Board shall determine whether the affected Unit Owners approve or disapprove of the proposed construction. The Board shall fully consider the position of abutting Unit Owners. However, the Board may approve or disapprove a particular application notwithstanding the abutters' position based upon a full consideration of the application and the impact that the proposed construction will have upon the entire Property.

(d) The Unit Owner shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property, shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements and shall provide the Board of Directors with plans and evidence that the proposed construction complies with such requirements prior to starting any work;

(e) The Unit Owner shall be responsible for the construction of the improvements in accordance with the Plans, this Declaration, and the Bylaws and shall preserve and

maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Unit Owner shall be solely responsible for any contractual obligations and charges incurred to any installers, workmen or suppliers, and shall advise said persons of Unit Owner's responsibilities;

(f) The Unit Owner shall provide the Association with evidence that all contractors have general liability and automobile insurance, and worker's compensation if applicable, in an amount satisfactory to and naming the Association as an additional insured;

(g) The Unit Owner shall indemnify and hold the Association harmless from any mechanic's or materialman's liens and to perform all work hereunder at the sole cost and expense of the Unit Owner in a good and workmanlike manner and so as to minimize any inconvenience to other Unit Owners;

(h) Unit Owner shall pay such expenses as may be determined by the Association in reviewing any application under and enforcing this Section, including any expenses and legal costs incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement;

(i) Unit Owner shall indemnify and hold harmless the Association, its Board of Directors and officers, other Unit Owners, their guests, invitees and family members from any loss or damage which may be incurred on account of the installation of the improvements in violation of this Section even if not due to the negligence and fault of Owner, including reasonable attorney's fees and expenses; and

(j) The Unit owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense in a neat and attractive appearance, which may be charged to the Unit owner as a Limited Common Expense or Service Charge based on such methodology as the Board may approve; and

The Association may require a cash bond or other assurances of compliance with the foregoing standards. During construction the Unit Owner shall provide builder's risk insurance at the cost of the Owner and shall name the Association as an additional insured. The Unit Owners shall be strictly liable for any resulting damage caused by defective construction of the improvements, including without limitation post construction rot and water damage to the Unit and other Common Elements.

B. Post Completion. Upon completion of the improvements in accordance with this Section and occupancy, the Unit Owner shall be fully responsible for the costs of maintenance, repair, insurance and replacement of such improvements at the Unit Owner's expense in a neat and attractive appearance.

Upon completion of the improvements in accordance with this Section and occupancy, the Association shall provide exterior maintenance and repairs to the same extent as the Common Element improvements but at the cost of the Unit Owners, and shall obtain hazard insurance on

the improvements under the Association's master insurance policy (see Article 11 below), the expense of which shall be assessed as a Limited Common Expense or Service Charge, as the Executive Board may approve in accordance with Article 7 of this Declaration or as may be set forth in a separate recorded Agreement between the Unit Owner and the Association if required by the Executive Board, which agreement shall control in the event of any conflict with this Section that cannot be otherwise resolved. The Unit Owner shall provide all interior maintenance.

C. Revocation. Any such Unit Owner or his or her respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may remove the improvements, seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

ARTICLE 5
DECLARANT'S RIGHTS

§5.1 Declarant Rights. The Declarant reserves the rights until the construction, marketing and closing of the sales of all Units and the Common Element is completed, including any future Units which may be created hereunder, to:

(a) Locate in the Common Elements and Units of the Property, even though not depicted on the Condominium Plat and Plans, and grant and reserve easements, licenses and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, data, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements or license may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) Use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Operate and relocate construction, sales, leasing and management offices, to permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and to use unsold Units and the Common Elements for construction, sales, leasing and display purposes;

(e) Approve of the creation of improvements in accordance with this Declaration in accordance with the standards set forth herein;

(f) Grant easements for public utilities running over, through or under the Common Elements;

(g) Grant easements for all purposes from time to time for the benefit of third parties, including easements for access, utilities, drainage, excavation, alternation of the surface of the earth, connection to utility and sewer lines, and the installation, use, maintenance, repair and replacement of utility lines, poles, conduits, facilities and equipment, pavement, culverts, drainage ditches and swales; and

(h) The right to install electrical vehicle charging stations in the LCE parking spaces, including any connectors, wires or cables that are installed in the electric charging stations; and

(i) Those rights established under the Condominium Act.

In addition, the Declarant has the rights to appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration.

The Declarant reserves the right to grant an appurtenant easement to benefit the lot now or formerly owned by 202 Washington LLC, its successors and assigns, as depicted on the Plat, for access and utilities over the common element driveway running to/from Washington Avenue as depicted on the Plat and as set forth on Exhibit A to the Declaration. The Declarant also reserves an easement for the connection of utilities over the Common Elements to benefit the lot now or formerly owned by 202 Washington LLC, its successors and assigns, as depicted on the Plat, and the lot now or formerly owned by Pine State Elevator Co., its successors and assigns, as depicted on the Plat and as set forth on Exhibit A to the Declaration. Notwithstanding anything to the contrary contained in this Section 5.1, the rights reserved to the Declarant in this paragraph shall last until Ten (10) years from the date of the recording of this Declaration.

§ 5.2 **Development Rights.** Developer reserves the following rights until Ten (10) years from the date of the recording of this Declaration:

A. General. The right to convert units to common elements, the right to allocate common elements to particular unit(s) as limited common elements, the right to relocate the boundaries between units or between units and common elements, and the right to combine units. The Declarant has the right to create and relocate public utility easements on the property servicing the Condominium, to connect into those public utility lines, and to operate a sales, leasing, and management office until all Condominium Units have been sold.

Said Units, Common Elements, Limited Common Elements and other improvements may not be built with the configurations or in the locations as shown on the Condominium Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion.

B. Improvements. All Units and associated Limited Common Elements *shall be* consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and may change the Unit and Limited Common Element configuration and size.

C. Allocated Interests and Limited Common Elements. Upon the exercise of any rights in this Section, the Allocated Interests of all Units shall be reallocated, if necessary, in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly.

D. To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a revised Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

§5.3 Restrictions. The exercise of Development Rights shall be subject to the following restrictions:

i) No changes shall be made by the Declarant or any other person to the road, utility, drainage, storm water detention system or any other improvements located in the Common Elements forming part of the Property (whether located on land owned in fee or easement areas) unless such changes have received any necessary approvals from the City of Portland or other governmental body having jurisdiction; and

ii) No changes shall be made to the site plan and subdivision approvals issued by the City of Portland's Planning Board, reference being made to the Plan signed by the City of Portland Planning Board on October 10, 2017 and recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 482 (the "Subdivision Plan"), unless any change has first received all necessary approval(s).

§5.4 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant from time to time to any person(s) or entity(ies) which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee. Notwithstanding the foregoing, the Declarant may assign all of part of the rights, powers or reservations of Declarant contained in this Declaration to a mortgage lender by virtue of a collateral assignment pursuant to a collateral assignment without such mortgage holder assuming any obligations until a further event of default.

§5.5 Amendment, Waiver, Etc.

Neither ARTICLE 5 nor any other part of this Declaration shall be amended or waived nor shall any Bylaws or Rules and Regulations be adopted or amended which may infringe the Declarant's Special Declarant's Rights and Development Rights without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6
CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" as used in this Condominium Declaration" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Nonprofit Corporation Act. The membership of the Association at all times shall consist exclusively of all Condominium Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered Members.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act, and the Maine Nonprofit Corporation Act.

Each Unit Owner shall automatically become a Member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him or her in interest.

§6.2 Board of Directors; Declarant Control Period.

A. General. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, in this Declaration, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

B. Declarant Control Period. During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the 45 Units which may be created hereunder, other than a conveyance to a successor Declarant or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning..

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

During the Declarant Control Period the Declarant shall have the right to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association. The directors and Voting Representatives appointed by the Declarant need not be Unit Owners.

C. Owner Control and Voting. Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by Board of Directors initially composed of five (5) natural persons but subsequently the number of directors may be no less than three (3) and no more than seven (7) natural persons, the exact number of which shall be established pursuant to the Bylaws of the Association and the vote of the Owners. A majority of the Members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

§6.3 Bylaws. The Bylaws of the Association are attached hereto as **Exhibit E**.

§6.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors after first giving the Unit Owners notice and an opportunity to be heard but the failure of a Unit Owner to receive notice shall not affect the validity of the Rules and Regulations. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Unit Owner or occupant of a Unit promptly after the adoption thereof, and they shall bind all Unit Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 7
FINANCIAL MATTERS

§7.1 Common Expenses, Limited Common Expenses and Service Charges. The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property, the supply of utility services, the establishment of reserves, and the rendering to Unit Owners of all related services, as assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges and all amounts due to the Association.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), all as the Board of Directors may periodically establish and determine. If all Units have substantially similar Limited Common Elements, then the Board of Directors may determine that all Units shall pay such expenses in accordance with their liability for Common Expenses.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Property shall be borne by the Unit Owners by means of assessments as set forth herein and by all other persons liable in accordance with this Declaration.

§7.2 Allocation and Payment of Expenses. The total amount of Common Expenses shall be assessed to the Units as follows.

A. General Common Expenses. The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein. Notwithstanding the foregoing, the Declarant may provide maintenance services to the Condominium in lieu of cash payments and the value of such services shall be credited towers its Common Expense Liability.

B. Limited Common Expenses. If the Board of Directors determines that a Limited Common Expense benefits more than a single Unit in a manner which is uniquely disproportionate in relation to the general relative Common Expense Liabilities among all Units, then such Limited Common Expense may then be assessed solely against the benefited Units benefited in proportion to the relative Common Expense Liabilities of such Units as among themselves, all as the Board of Directors may periodically determine in its discretion. If a Limited Common Expense only benefits a single Unit as the Board of Directors may periodically determine in its discretion, that Limited Common Expense may then be assessed solely against the Unit benefited.

C. Utility Expenses. For electricity, telephone, internet, data and cable television services, water and sewer serving each Unit if separately metered, and any natural gas if supplied by a central system and not billed directly to the Unit by the supplier, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit.

The expenses of water and sewer provided to each Unit if not separately metered shall be assessed as a Common Expense, subject of the option of the Association to sub-meter and then separately charge for water and sewer services and natural gas centrally supplied to the Units as Service Charges. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems and/or heating systems may be assessed either as a Common Expense or as a Service Charge.

Any electricity, water, sewer and fuel serving the Common Elements and the expenses for the maintenance, repair and replacement of these systems, if any, shall be assessed as a Common Expense.

D. Liens and Enforcement. Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Special Assessments, Service Charges and penalties, fines, interest and costs of collection and enforcement including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration, Bylaws and the Rules and Regulations.

E. Special Assessments. In order to fund significant improvement, repair or renovation projects and associated costs as the Board of Directors may approve, the Association may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Board of Directors ("Special Assessments"). If any portion of the Special Assessments is due *after* the end of the Association's current budget year, then the affirmative approval of a majority in interest of all the Unit Owners shall be required. If the Special Assessments due in full *prior* to the end of the Association's current budget year, the normally applicable Unit Owners' budget ratification requirements shall apply, except as otherwise provided below.

If the amount of a proposed Special Assessment does not exceed two (2) months regular common charges and the Board determines that the Special Assessment is necessary to meet an emergency, the Executive Board may make the Special Assessment immediately in accordance with the terms of the Board's vote, without need for budget ratification by the Unit Owners.

F. Transition. Until such time as the Association makes a Common Expense Assessment, the Declarant is responsible for all Common Expenses, Limited Common Expenses and Services Charges, but need not establish any reserves. In any event no later than 60 days after the first Unit is conveyed, all Unit owners including the Declarant shall commence paying monthly Common Expense assessments to the Association for all Units which have been legally created and submitted to the Condominium.

7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit or its Limited Common Elements and for the costs of water and sewer and natural gas fuel and natural gas system operation, maintenance, repair and replacement, if any, which are not separately billed by the natural gas supplier. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense Liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for Service Charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, members of his or her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his or her Unit or its Limited Common Elements, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge;

(ii) Fees, if any, which may be established by the supplier for the delivery, consumption and maintenance of water, and sewer, natural gas and/or other utility services and equipment. Water and sewage services supplied to each Unit, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board of Directors in their discretion. At the election of the Board of Directors, the expense of maintenance and repair, capital improvements, major repairs or renovations to the water and sewer systems may be assessed either as a Common Expense or as a Service Charge;

(iii) Fees, if any, which may be established by the Board of Directors, for cable television, internet, data, and telephone services and equipment, if not separately billed by the utility supplier; and

(iv) Increases in the Association's insurance premiums for permanent building improvements and betterments to Units or the Limited Common Elements installed by Unit Owners and insured with the Association's hazard insurance carrier, as determined by the Board of Directors.

§7.4 Borrowing and Pledge. The Board of Directors shall have power to borrow and to pledge, assign and grant a security interest covering all Association revenues including Assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements and related charges. The exercise of such power is subject to the approval of a majority in interest vote of the Unit Owners as required by the Maine Condominium Act.

§7.5 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date and intervals that the Board of Directors may determine, one-twelfth ($1/12^{th}$) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges, and provided that revised Common Expenses including revised Limited Common Expenses shall be paid over such intervals over the remainder of the fiscal year and Special Assessments shall be paid in accordance with the terms of the approval of Special Assessments; (ii) all Special Assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

Each Unit Owner shall pay his or her share of assessments for Common Expense assessments, Limited Common Expense assessments, Special Assessments and Services Charges without setoff or deduction.

All amounts levied against each Unit for Common Expense assessments, Limited Common Expenses, Service Charges, any Special Assessments, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late

charges, all legal fees and other costs of collection, enforcement and foreclosure thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit Owners pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, including penalties, fines, late charges, interest and costs of collection, enforcement and foreclosure. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien. The lien is extinguished unless action to enforce the lien is started within five (5) years after the full amount becomes due if so limited by the Condominium Act, but the Unit Owner shall remain personally liable.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) to the extent required by the Maine Condominium Act, a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory 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.

(b) If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, user fees, fines or penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such amounts with such late charges in such amount as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such Unit Owner. Unless otherwise determined by the Board, a late charge shall apply when any payment due to the Association is more than 30 days past due, which late charge shall be immediately due and payable. If such late charges and Common Charges, Limited Common Charges and Services Charges are not paid within 30 days of when they were due, then interest shall be charged on all past due amount calculated retroactively back to the date when originally due.

(c) If such payments are not received within ninety (90) days after they become due, the Board shall have the power to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, this Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time; in such event the Association may suspend any right or privilege appurtenant to the Unit including without limitation parking and voting rights and the prohibition of the use of the Common Elements, but the Association may not deny all means of access to the Unit or withhold services provided to a unit or a unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person. The delinquent unit owner or

other occupant shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure.

(d) In any action to foreclose the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, late charges, penalties, interest, and costs of collection, foreclosure and enforcement including reasonable attorneys' fees, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, Service Charges, Special Assessments, user fees, fines, penalties and all other amounts due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

(e) If for any reason the Association revises its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due, each Unit Owner shall pay to the Association or its authorized representative such revised Common Expenses.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared by the Board of Directors to then be due and payable in full.

(f) The liens for assessments described herein may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit may be suspended and services may be withheld in accordance with Rules and Regulations adopted by, in addition to all other remedies available to the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner if the effect of withholding the service would be to endanger the health, safety or property of any person.

§7.6 Liability/Resale Certificate. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, Special Assessments, Service Charges, interest, fees, penalties and costs of collection. In the transfer of a Unit, the grantee(s) of such Unit shall be jointly and severally liable with the grantor for all unpaid Common

Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. A grantee receiving a conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for those Common Expense assessments, Service Charges, etc. arising prior to the conveyance.

A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of the then outstanding unpaid common charges, assessments and Service Charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The Association has no obligation to subsequently update the information contained in such statement. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement as of its effective date except interest, late fees and costs of collection accruing thereafter.

§7.7 Initial Working Capital Fund. A segregated working capital fund for the Association shall be established into which each Unit purchaser shall pay the Association an amount equal to two (2) months common charges per Unit, at the time of initial transfer of title from the Declarant other than transfers to a successor Declarant. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. Such funds shall be used for such purposes as may be established by the Board of Directors from time to time, including without limitation the funding of repairs, improvements, reserves and operating deficits.

No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

§7.8 Budget Adoption and Ratification. A proposed budget or any amendment to the budget adopted by the Association's Board of Directors shall be deemed to be ratified by the Unit Owners unless rejected by a 67% in interest vote of all Unit Owners, whether or not a quorum is present. Within 30 days after the Board's adoption of any proposed budget or amended budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 10 nor more than 30 days after mailing of the summary. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the executive board.

The Board of Directors shall have the power to expend funds and incur expenses out of the reserves even if not set forth in the budget but if the amount of such reserve expenditures may be reasonably anticipated to cause the aggregate amount of all such expenditures to exceed 10% of the budget (including contributions to reserves) then such expenditure shall require budget ratification by the Unit Owners in accordance with the requirements set forth above.

The requirements for the adoption and approval of special assessments are set forth in Section 7.2 above.

The requirements for the adoption and approval of special assessments are set forth in Section 7.2 above.

ARTICLE 8
MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Sections 1603-107(a) and 1603-115 of the Condominium Act except as otherwise provided herein.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, sewer, storm water and drainage system, snowplowing, snow storage areas, interior drives and retaining walls, and parking areas that are Common Elements or Limited Common Elements, area lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors.

Such obligations shall include without limitation compliance with the storm water and drainage system maintenance obligations established by the City of Portland as set forth in the Stormwater Drainage System Maintenance Agreement dated October 7, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37287, Page 84, and the maintenance, repair and replacement of the trees, landscaping and the "sylva cells" for the trees located in the adjoining Washington Avenue sidewalk right of way depicted on the Subdivision Plan. The planted areas that encroach into the City owned Washington Avenue right of way are subject to a license agreement granted by the City of Portland, with which the Association shall comply. The Association shall be responsible for snow removal from sidewalks in accordance with the City of Portland's Code of Ordinances. All maintenance obligations shall be in compliance with the City of Portland Pesticide Ordinance and all other applicable local, state, and federal laws.

If repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge. Unit Owners shall be responsible for the costs of maintenance and repair of any improvements made under Sections 3.6 and 4.4 in good condition and repair.

§8.3 Maintenance of Windows, Doors and other Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors; provided, however, that each Unit shall be responsible for providing the ordinary maintenance and repair of individual Limited Common Element windows, doors, sliding patio doors, screens, storm windows and doors, and their components consisting of window and door locks, glass, slides, hinges, tracks, knobs, automatic openers, and hardware, together with the painting of the interior surfaces of the exterior windows and doors, the washing of interior and exterior glass surfaces, and maintaining the sewer line leading from the Unit to the point where it connects to the common line, but the Association may elect to provide ordinary maintenance and repair services for such components, assessing the Units therefore as a Limited

Common Expense assessment, a Service Charge or as a part of the general Common Expense assessments.

Each Unit Owner shall provide the ordinary cleaning of the interior and exterior glass surfaces of door and window glass, the repair of broken glass and screens, and the removal of snow and ice from the patio, porch and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to provide such services and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association shall be responsible for the painting of the exterior finishes of exterior doors, windows (excluding window glass) and garage doors, gutters, downspouts, exterior window and door caulking, and chimney flashing, and shall be responsible for carrying out the replacement of the entire window and door assemblies.

The Association may assess the costs of maintenance, repair and replacement of the doors, windows and other Limited Common Expenses applicable to the particular Unit(s) to which they are appurtenant if the item giving rise to the expense shall be disproportionately for the benefit of such Unit(s) only, as may be determined from time to time by the Board of Directors in its discretion.

If such repair or replacement of the Limited Common Elements shall be necessitated by the acts, omissions, negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge, as determined by the Board of Directors.

§8.4 **Maintenance of Unit/Repair Responsibility**. Each Unit Owner shall keep and maintain his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a neat, clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall maintain, repair and replace the exterior lights and light bulbs controlled from inside the Units, the door bells, and the vents and ducts which serve their Unit exclusively.

Each Unit Owner shall do all redecorating, painting and varnishing of the Unit interior which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall clean the interior and exterior glass surfaces of windows, maintain all interior finishes and trim on doors and windows, repair broken or damaged glass, including the cleaning and repair of glass and the ordinary maintenance and repair of screens, locks, hinges, tracks, and knobs, but the Association shall provide routine painting of the exterior finishes of exterior doors and windows (excluding window glass).

For Units with exterior accessories and improvements, if any, installed by or at the request of the Unit Owner or any prior Unit Owner as set forth in Sections 3.5 and 4.4, such items shall be maintained, repaired and replaced by the Association but each Unit Owner shall pay the Association for its costs of maintaining, repairing and replacing such items as a Limited Common Expense.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease, paint, solvents, oil or non-household chemicals other substances which may be identified in the Rules and Regulations into the sewage system or storm drains.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to his or her Unit, to any other Units or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibilities in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of any insurance deductible (or such other amount established by the Rules and Regulations), with respect to the Unit, and (ii) for uninsured damage to his or her Unit or to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Unit Owner.

§8.5 Invasive Species. The Association shall remove and dispose of invasive plant species located on the Condominium Property, including without limitation "Multi-flora Rose" and "Japanese Knotweed," both of which are on the State of Maine Invasive Plant List. The Association shall also comply with the Invasive Species Management Plan for 218 Washington Avenue dated November 2017, a copy of which is attached hereto as **Exhibit F.**

§8.6 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit for all costs of maintaining, repairing or replacing any portion of the Owner's Unit in good condition and repair and for all such costs with respect to any other Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's wrongful or negligent act, neglect, omission or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate all at the Unit Owner's expense. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

§8.7 Use and Occupancy Restrictions. Each Unit and its associated Limited Common Elements shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than a single family residence with only one unified, complete set of cooking and sleeping facilities, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or

third parties and there is no noticeable increase in deliveries, all except as otherwise permitted by the Board of Directors in its discretion. Further provided that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights and Development reserved by the Declarant, including without limitation promotional, marketing, sales office or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Maximum Number of Unit Occupants.* No more than two (2) persons may occupy a one bedroom Unit and no more than four (4) persons may occupy a two bedroom Unit. The Executive Board may adopt and amend Rules and Regulations further interpreting and governing the maximum number of persons who may occupy a Unit.

(c) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or in any of the Common Elements that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(d) *Nuisance/Hazard/Illegal uses.* No Unit shall be used so as to create a nuisance, hazards, or an unreasonable interference with the peaceful enjoyment of any other Unit or the Common Elements or to carry on any illegal activities.

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements.

Well behaved, orderly dogs, cats and other ordinary household pets may be kept in a Unit, subject to such additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors, and to local and state ordinance, statutes and regulations, and ordinances. In any event all pets and animals shall be restrained so as not to become noisome, bothersome, threatening or offensive to other persons, as determined by the Board of Directors.

No dogs shall be permitted outside of a Unit except on a leash directly attended by a responsible person or except of "off-leash" area(s), if any, that may be designed from time to time by the Board of Directors. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time.

In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety, peaceful and quiet enjoyment of the Property notwithstanding prior notices thereof, to the Unit Owner Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(f) *Fire Safety and Noise Control.* No person shall impair or remove or alter the any acoustical, sound-deadening, or fire-resistant material or smoke detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities after securing proper written permission from the Executive Board.

(g) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors and in compliance with the requirements of the City of Portland's Code of Ordinances.

(h) *Personal Property.* No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements except for outdoor furniture located on the exterior decks, balconies and patios kept in a neat and attractive condition or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(i) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances, including without limitation hot tubs, generators and exterior space heaters may not be installed in a Unit or Limited Common Elements except with the prior written consent of the Board of Directors.

(j) *Governmental Requirements.* All Unit Owners, Unit Occupants, their families, guests, and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine and of the United States, and all ordinances, rules and regulations of the City of Portland. A Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(k) *Water and Sewer.* The sewer system shall be used only for ordinary household purposes. Since the water supply depends in part on the forces of nature, the Association shall not be responsible for any insufficiency or failure of water supply or the purity thereof, even if due to the alleged negligence or fault of the Association.

(l) *Heat.* Every Unit Owner must at his or her own expense maintain heat at levels sufficient to protect the Common Elements from damage. Further, the heat must be set at a minimum level as set forth in the Rules and Regulations, if any, but in any event not less than 55° F. In the event the Board of Directors or its agents learn that the heat in a Unit is, in its opinion, insufficient, and if the Board of Directors or its agents cause the heat in the Unit to be increased in a good faith attempt to prevent damage to the Unit, other Units or Common Elements, the Unit Owner shall be solely liable for any increase in the utility costs associated with the increased heat.

(m) *Water Heaters, Hoses and Vents.* The Association may adopt Rules and Regulations requiring the periodic replacements of or specifying the types of water heaters and washing machine hoses.

§8.8 Use of Common Elements. Subject to this Declaration, the Bylaws, or the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles.* Only passenger vehicles and trucks with a gross vehicle weight of less than 6,000 pounds and which fit into the Limited Common Element parking space may be kept or stored on the Property. Vehicles must be in operable condition and fully licensed and inspected for operation on public highways. Parking is further regulated in Section 8.8 below.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, Bylaws, or the Rules and Regulations, no person shall (i) construct or maintain any enclosures, planters, antennas, dishes, wires, cables, fences, signs, canopies, lights, awnings, clotheslines or other structures in the Common Elements (including the Limited Common Elements), nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements including without limitation the Limited Common Elements. The Board shall have the authority to adopt Rules and Regulations regarding such matters including without limitation water shut offs, natural gas systems and items placed on the interiors of glass windows and doors that are visible from the Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors may also erect or authorize directional, speed control, safety, anti-solicitation, and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements or another Unit's Limited Common Elements, nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibility.* Neither the Board of Directors, the Association, nor any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements or Limited Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§8.9 Parking. Motor vehicles may be parked only in those portions of the Common Elements designated from time to time by the Board of Directors for parking spaces.

In any event no more than one (1) vehicle per Unit (including motorcycles) may be kept on the Property with the exception of the Limited Common Element parking spaces which are tandem parking spaces and can accommodate up to 2 motor vehicles. No parking shall be permitted in areas posted against parking by the Board of Directors, nor shall any person park to block access to a parking space owned by another Unit Owner.

No designated "guest" parking spaces are provided.

The exterior parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking or storage of commercial vehicles, trailers, motor homes, boats, or vehicles with a gross weight of over 6,000 pounds. All vehicles must be in operable condition and fully licensed and insured for operation on public highways. No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, all-terrain vehicles or other similar vehicles, recreational equipment, trailers, or similar items may be kept or parked or stored on the Property except within an enclosed garage.

No unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicles or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs, other than ordinary light maintenance, are not permitted on the exterior areas of the Property. Owners may be required to move vehicles in order to facilitate snow plowing.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate and restrict parking and the use and storage of motor vehicles generally.

§8.10 Leasing & Renting

(a) No unit may be leased, licensed or rented for transient purposes and no Unit may be leased for a period of less than six (6) months except at the discretion of the Board of Directors.

No portion of any Unit (other than the entire Unit) shall be leased, licensed or rented for any period of time. No unit owner shall rent, license or lease a Unit other than in accordance with a written form of lease which contains the following provisions, which shall automatically be incorporated into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as "Lease"):

(i) The tenant and all other guests, occupants of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a unit;

(ii) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, guests or other occupants in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner in the event of an uncured default by any tenant, guest or other occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property; and

(iv) In the event that the payment of Common Expenses, Limited Common Expenses, Assessments, Service Charges and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit Owner shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit Owner must state what amounts, if any, which the Unit Owner admits is owed to the Association.

Every Lease shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into every Lease and the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the management company for the Association.

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

(b) In the event a tenant, guest or other occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Lease and tenancy, then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of

such violation(s) and demand that the same be remedied through the Unit Owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property.

If such violation(s) is(are) not remedied within said period if applicable, then the Unit Owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, guests or other occupants of the Unit on account of such violation(s). In the event the Unit Owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit Owners and at the Unit Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

§8.11 No Liability of Association. The Association shall not be liable for the failure of water supply, sewage disposal and storm water systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the Common Expense or Service Charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from water which may leak or flow from any portion of the Common Elements or Limited Common Elements, from within the Unit, or from another Unit or from any roof, wire, pipe, drain, conduit, appliance, fixture or equipment, even if due to the alleged fault or negligence of the Association, provided that this shall not impair the scope of any insurance coverage provided by the Association.

The Association shall not be liable to the Unit Owner for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements even if due to the alleged fault or negligence of the Association.

No reduction, setoff, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 9
EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his or her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, life safety systems, sprinkler systems, fire alarms, utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his or her Unit. In the event that a Unit is not in good standing in the payment of all amounts due to the Association and in the performance of other obligations under this Declaration, then the rights to use all or any portion of the Common Elements, including without limitation the Limited Common Element Parking Spaces, may be suspended and services may be withheld in accordance with Rules and Regulations adopted by the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

§9.3 Association Access to Units. Upon such notice as may be reasonable at the time, the Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Keys to locked entry doors to every Unit, and any other locked door within the Unit where integral utility or other Common Element or Limited Common Element systems are housed, shall be provided to the Association in order to allow access by the Association and under the direct supervision of the Association's management company as may be authorized by the Board of Directors. If such keys are not provided, the Association and its agents shall have no liability for any damage to doors and/or windows created by gaining entry into a Unit in the event there is a reasonable belief that circumstances exist for which entry is authorized.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited

Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§9.5 Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, data, cable television, telephone and other communication wiring and cables and all other life safety, utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided, however, that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements shall not adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided, however, that any such action will not unreasonably interfere with the common use of any part of the Common Elements, or adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 10
RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his or her Unit.

§10.2 Identification of Mortgagee. Upon request of the Board of Directors, each Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall, to the extent required under the Maine Condominium Act, take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request), if any, of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

i. Default in the payment of Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

vii. The merger or consolidation of the Condominium with another condominium;

viii. The conveyance or subjection to a security interest of any portion of the Common Elements;

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and

x. Such other events specified in the Condominium Act.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, an Eligible Mortgage Holder who has duly qualified as such by properly registering with the Association in accordance with the Condominium Act and Section 10.4 above shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for Common Expenses, assessment liens for Common Expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;

iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;

iv. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vii. Convertibility of Units into Common Elements or vice versa;

viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

ix. Hazard insurance or fidelity bond requirements;

x. Imposition of any further restrictions on the leasing of Units;

xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xii. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder or by this Declaration or the Bylaws;

xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;

xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-Seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

If required by Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs for mortgaged units, amendments of a material adverse nature or a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by 51% of the votes of Units that are subject to such mortgages they hold which are qualified as Eligible Mortgage Holders.

Approval shall be presumed when an Eligible Mortgage Holder or other mortgagee is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

§10.6 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 under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial

statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11
INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available as determined by the Board of Directors. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders, if any. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain such comparable insurance as may be reasonably available.

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

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

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, but subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of $25,000 or one (1) percent of the policy's face amount. Unless otherwise established under

Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall be responsible for the expense of repair of damage to his or her Unit in the amount of the Association's insurance deductible. The Association shall not be responsible for the costs of repair of uninsured damage to the Unit in the amount of the insurance deductible or due to exclusions and limitations in the Association's insurance coverage unless otherwise required by the Condominium Act.

Such property and casualty insurance policy shall also include the following provisions:

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

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

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 12.3 below; and

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

Subject to the foregoing, the Association's insurance coverage will include betterments and improvements to a Unit installed after the original construction, but Unit Owners who arrange for the newly installed improvements should report betterments and improvements to the Association so that it may maintain adequate insurance and the Executive Board may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy maintained by the Association shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance

Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his or her Unit; if the Unit Owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit Owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

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

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (iv) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than two million dollars ($2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

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

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

ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner;

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

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

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

vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance except with respect to any applicable deductible or excluded perils and special coverage limitations.

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

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

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

(iii) Flood insurance if any or all of the Property is located in a special flood hazard area in an amount equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national flood insurance Administration program. The Board may elect to purchase additional excess flood insurance coverage; and

(iv) A blanket or master policy shall be obtained which includes a maximum deductible of one percent (1.00%) of the policy face amount but not to exceed $10,000 unless approved by the Unit Owners; and

(v) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in amounts as determined by the Board of Directors.

(vi) Such other insurance as the Board of Directors may determine, or as may be requested by a majority of the Unit Owners or as may be required by Federal National Mortgage Association guidelines or any similar replacement national secondary mortgage market guidelines (including, without limitation, fidelity bond coverage).

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

All such insurers issuing the policy may not cancel, substantially modify, or refuse to renew such policy or policies until Ten (10) days, and in the case of non-payment ten (10) business days, after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Owner's Separate Insurance. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability; Each Unit Owner should also consider obtaining at his or her own expense coverage for loss of use and/or lost rental income. Provided, however, that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Each Unit Owner should notify the Board of Directors in writing of all betterments, upgrades and improvements made by the Unit Owner to his or her Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors.

Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining whether or not the Unit Owner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12
DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of the Property damaged or destroyed by a casualty shall be repaired or replaced promptly by the Association unless:

i. The Condominium is terminated;

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

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

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by insurance shall be a general Common Expense, provided that the owners of the damaged Unit shall be responsible for the costs of the repair of damage to the Unit not covered by the insurance deductible, prorated among all damaged Units if multiple Units are damaged, or such other amount established by the Rules, and for the cost of damage which is uninsured due to damage from water leaks and seepage originating from within their Unit or due to failure to maintain heat, and also for the costs of repairing damage to betterments, upgrades or other improvements unless insured under the Association's policy. For improvements in the basement or other below grade areas, such improvements are at the sole risk of the Owner; the Association shall have no responsibility for the maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

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

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

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

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

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a Unit is under construction prior to the creation as a Unit and the time the Unit commences paying common

charges, the Declarant shall be responsible for procuring casualty insurance on such Unit and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

§12.3 Utility Services/Limitation of Liability. Except to the extent otherwise required by law, the Association shall not be liable for the failure of water supply, sewage disposal systems, drainage, electricity, data, telephone, or other services to be obtained by the Association or for injury or damages to persons or property caused by the elements or by the owner of another Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle from another Unit or any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment, even if due to the alleged fault or negligence of the Association, but these provisions shall not limit the liability of another owner or person to the damaged party nor limit the scope of insurance coverage. The Association shall not be liable to the owner of any Unit for loss or damage, by theft or otherwise of property which may be stored upon or in any individual Unit or in any of the Common Elements.

No setoff, diminution or abatement of assessments for Common Expenses, Limited Common Expenses, Special Assessments or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 13
TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with the Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Unit Owners to which at least eighty (80) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of Termination. Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14.
EMINENT DOMAIN.

§14.1 Acquisition of Unit(s). If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the Allocated Interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests; provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 15
AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act.

In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit Owners under Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, this Declaration and the accompanying Plats and the Plans may be amended as follows:

(a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

(i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.

(ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either by the Board of Directors or by Unit Owners holding at least Ten (10) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.

(ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders, if any, as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the class of uses to which a Unit may be put without the unanimous consent of the Unit Owners. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

(iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the

Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16
GENERAL PROVISIONS

§16.1 Enforcement. A failure to comply with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Governing Documents, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (d) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of this Declaration, the Condominium Act, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate 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 Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws, or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws, and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. The use of the singular number in this Declaration 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.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

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

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

ARTICLE 17
NOTICES

§17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid, or if the Unit Owner consents, by electronic mail which consent shall be presumed when an Owner provides an email address unless such consent is specifically disclaimed. Regular monthly statements may be electronically mailed and do not need to be sent by United States mail. If such notification is of a default or lien, then it shall be 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 filed with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written 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, if any, and to the Secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

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[Signatures on Next Page]

Signature Page to Declaration of 218 Washington Condominiums

WITNESS its hand and seal as of September 14, 2023.

218-220 WASHINGTON AVENUE LLC

Witness

By: _____ Mgr.
Christopher M. Tyll, its Manager

State of Maine
Cumberland, ss

September 14, 2023

Personally appeared the above-named Christopher M. Tyll, as Manager of 218-220 Washington Avenue LLC, acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said limited liability company, before me,

Name: _____
Maine Attorney at Law/Notary Public

MARGARET D. MACLEAN
Notary Public-Maine
My Commission Expires
March 23, 2030

Exhibit A	Legal Description
Exhibit B	Condominium Plat
Exhibit C	Condominium Floor Plans
Exhibit D	Allocated Interests
Exhibit E	Condominium Association Bylaws
Exhibit F	Invasive Species Management Plan

Exhibit A

A certain lot or parcel of land situated on the southwesterly side of Washington Avenue in the City of Portland, County of Cumberland, and State of Maine shown on ALTA/NSPS Land Title Survey of 218-220 Washington Avenue for 218-220 Washington Avenue LLC by Sebago Technics, Inc. (Project number 06172) last dated April 02, 2021 and being more particularly bounded and described as follows:

Beginning at a 5/8" capped rebar on the southwesterly sideline of Washington Avenue at the northeasterly corner of land now or formerly of 202 Washington LLC as described in Deed Book 25509, Page 156 and the southeasterly corner of land described herein;

Thence S 62° 37' 53" W along land of said 202 Washington LLC, a distance of 100.00 feet to a 5/8" rebar with cap 2174 on the easterly sideline of land now or formerly of 203 Anderson LLC as described in Deed Book 21587, Pages 96 & 100;

Thence N 27° 22' 07" W along land of said 203 Anderson LLC and land now or formerly of Rockingham LLC as described in Deed Book 27757, Page 278, a distance of 102.03 feet to a 5/8" rebar with cap 1314;

Thence N 62° 41' 13" E along said remaining land of said Rockingham LLC, a distance of 7.10 feet to a 5/8" rebar with cap 2205;

Thence N 21° 05' 57" W along said remaining land of said Rockingham LLC, a distance of 17.79 feet to a point;

Thence N 66° 48' 28" E along said remaining land of said Rockingham LLC, a distance of 7.81 feet to a 5/8" rebar with cap 2205;

Thence N 64° 25' 22" E along s said remaining land of said Rockingham LLC, a distance of 2.99 feet to a new property line;

Thence N 29° 24' 37" W along said remaining land of said Rockingham LLC, a distance of 144.40 feet;

Thence N 74° 24' 37" W along remaining land of Rockingham LLC land, a distance of 21.21 feet;

Thence N 29° 24' 37" W along remaining land of Rockingham LLC, a distance of 46.89 feet to the southerly sideline of land now or formerly of Pine State Elevator Co being as described in Deed Book 6106, Page 327;

Thence N 60° 47' 23" E along said Pine State Elevator Co land, a distance of 62.38 feet to a 6" x 6" "H" granite monument with drill hole at the southwesterly corner of land now or formerly of the State of Maine;

Thence continuing N 60° 47' 23" E along said State of Maine land, a distance of 32.62 feet to the southwesterly sideline of said Washington Avenue;

Thence S 29° 24' 37" E along said Washington Avenue, a distance of 49.10 feet to a point;

Thence, continuing S 29° 24' 37" E along said Washington Avenue, a distance of 160.28 feet to a granite monument with drill hole;

Thence S 29° 24' 37" E along said Washington Avenue, a distance of 3.03 feet to a point witnessed by a 3-foot offset monument 8" x 8" granite with drill hole located 3 feet into Washington Avenue from said point;

Thence S 27° 22' 07" E along said Washington Avenue, a distance of 115.44 feet to the Point of Beginning.

Said description being the total of the surveyed parcels as shown on the ALTA/NSPS Land Title Survey of 218-220 Washington Avenue for 218-220 Washington Avenue LLC by Sebago Technics, Inc. (Project number 06172) last dated April 02, 2021.

Meaning and intending to describe and hereby subjecting to this Condominium Declaration three parcels of land, one being the same parcel of land conveyed in a Deed to 218-220 Washington Avenue LLC recorded in the Cumberland County Registry of Deeds in Book 34791, Page 5, the second being the same parcel of land being described in a Deed to 218-220 Washington Avenue LLC recorded in said Registry of Deeds in Book 37283, Page 256, and the third being the same parcel of land conveyed in a Deed to 218-220 Washington Avenue LLC recorded in said Registry of Deeds in Book 37283, Page 258.

SUBJECT TO a 30-foot wide Maintenance Easement as shown on the above-mentioned plan and described in said Registry of Deeds in Book 33018, Page 158 and amended in Book 27839, Page 310 and being more particularly bounded and described as follows;

Beginning at a 5/8" capped rebar on the southwesterly sideline of Washington Avenue at the northeasterly corner of said 202 Washington LLC and the southeasterly corner of land described above;

Thence S 62° 37' 53" W along land of said 202 Washington LLC, a distance of 100.00 feet to a 5/8" rebar with cap 2174 on the easterly sideline of said 203 Anderson LLC;

Thence N 27° 22' 07" W along land of said 203 Anderson LLC, a distance of 30.00 feet;

Thence N 62° 37' 53" E through land described above, a distance of 100.00 feet to the southwesterly sideline of said Washington Avenue;

Thence S 27° 22' 07" E along said Washington Avenue, a distance of 30.00 feet to the Point of Beginning.

ALSO SUBJECT TO a building restriction as described in a boundary line agreement in Deed Book 27839, Page 310 stating that no building shall be constructed more than 50 feet from

Washington Avenue until June 14, 2035 and being more particularly bounded and described as follows:

Beginning at a point on the northerly sideline 202 Washington LLC being S 62° 37' 53" W, a distance of 50.00 feet from a 5/8" capped rebar on the southwesterly sideline of Washington Avenue at the northeasterly corner of said 202 Washington LLC;

Thence S 62° 37' 53" W along land of said 202 Washington LLC, a distance of 50.00 feet to a 5/8" rebar with cap 2174 on the easterly sideline of said 203 Anderson LLC;

Thence N 27° 22' 07" W along land of said 203 Anderson LLC and land of said Rockingham LLC, a distance of 102.03 feet to a 5/8" rebar with cap 1314;

Thence N 62° 41' 13" E along said Rockingham LLC, a distance of 7.10 feet to a 5/8" rebar with cap 2205;

Thence N 21° 05' 57" W along said Rockingham LLC land, a distance of 17.79 feet;

Thence N 66° 48' 28" E along said Rockingham LLC, a distance of 7.81 feet to a 5/8" rebar with cap 2205;

Thence N 64° 25' 22" E along said Rockingham LLC land and through land described above, a distance of 8.88 feet to a point;

Thence N 64° 34' 18" E through land described above, a distance of 9.14 feet to a point;

Thence continuing N 64° 34' 18" E through land described above, a distance of 0.74 feet passing through a 5/8" rebar with cap 2205 to a point;

Thence N 62° 40' 49" E through land described above, a distance of 14.27 feet to a point;

Thence S 27° 22' 07" E through land described above, a distance of 114.55 feet to the Point of Beginning.

TOGETHER WITH a 20-foot wide utility easement being more particularly bounded and described as follows:

Beginning at the northwesterly corner of the land described above, the northeasterly corner of remaining land of Rockingham LLC, and the southerly sideline of land of Pine State Elevator Co. as described in said Registry of Deeds in Book 6106, Page 327;

Thence S 29° 24' 37" E along the land described above, a distance of 20.00 feet;

Thence S 60° 47' 23" W through said Rockingham LLC land, a distance of 63.80 feet to the southwesterly sideline of Anderson Street;

Thence N 16° 20' 00" W along said Anderson Street, a distance of 20.52 feet to a 5/8" rebar at the southwesterly corner of said Pine State Elevators;

Thence N 60° 47' 23" E along said Pine State Elevators land, a distance of 59.15 feet to the Point of Beginning.

Bearings herein are based on Grid North, Maine State Plane Coordinate System, West Zone 1802-NAD83.

Subject to the terms and conditions of a Notice of Layout and Taking by the State of Maine recorded in the Cumberland County Registry of Deeds in Book 2407, Page 418.

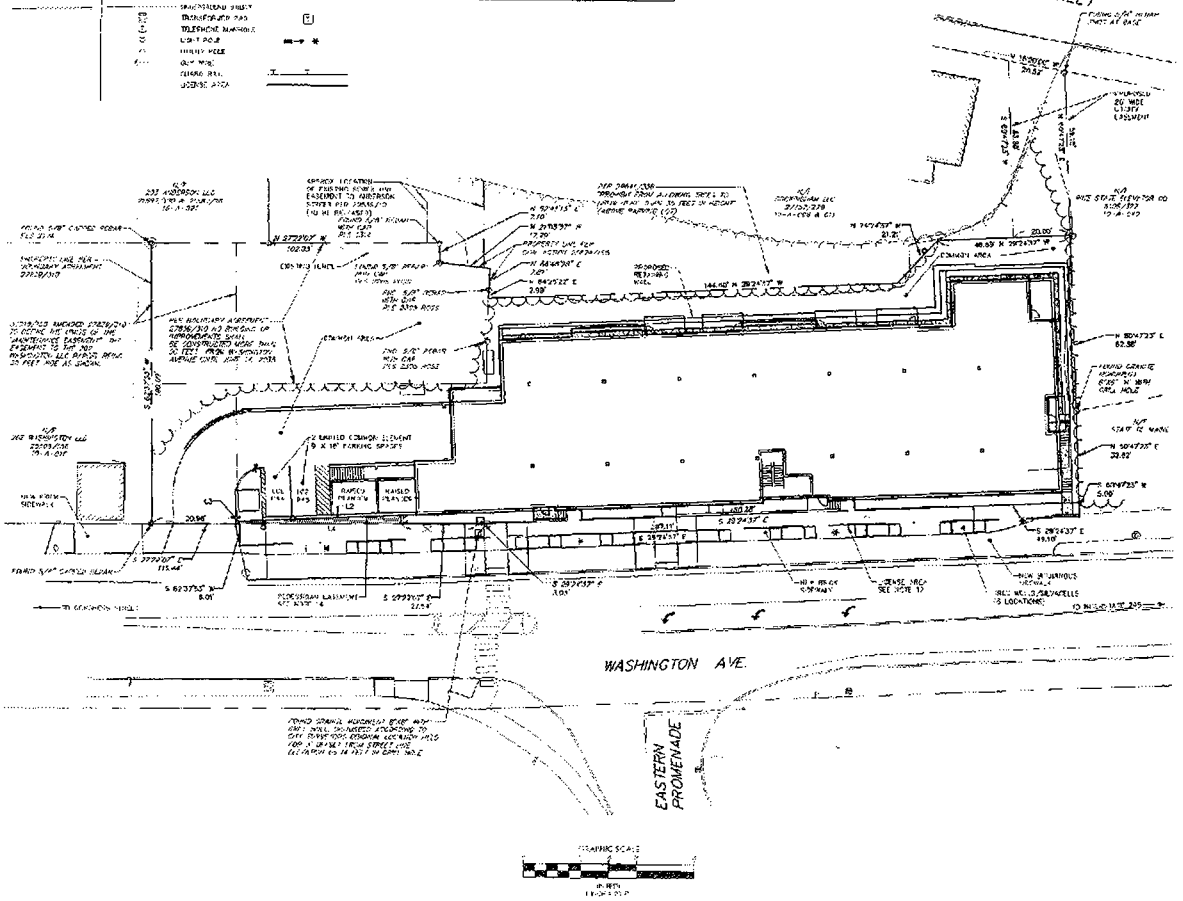
Subject to the terms and conditions of a Stormwater Drainage System Maintenance Agreement dated October 7, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37287, Page 84.

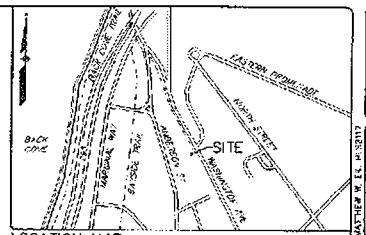
Subject to the terms and conditions of a Sidewalk Easement to the City of Portland dated October 7, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37775, Page 139.

Together with and subject to the benefits and burdens of a retaining wall easement and restrictions on tree heights set forth in a deed to Morgan Gavin, LLC from Rockingham, LLC dated May 30, 2012 and recorded in said Registry of Deeds Book 29641, Page 338.

RESERVING TO 218-220 Washington Avenue LLC the right to grant an appurtenant easement to benefit the lot now or formerly owned by 202 Washington LLC, its successors and assigns, as depicted on the Plat, for access and utilities over the common element driveway running to/from Washington Avenue as depicted on the Plat. ALSO RESERVING TO 218-220 Washington Avenue LLC the right to grant an easement for the connection of utilities over the Common Elements, as defined in the Declaration, to benefit the lot now or formerly owned by 202 Washington LLC, its successors and assigns, as depicted on the Plat, and the lot now or formerly owned by Pine State Elevator Co., its successors and assigns, as depicted on the Plat. Notwithstanding anything to the contrary contained in this Section 5.1 of the Declaration, the rights reserved to the Declarant, 218-220 Washington Avenue LLC, shall last until Ten (10) years from the date of the recording of this Declaration.

Exhibit B Condominium Plat





EASEMENT LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 60°35'25" E	2.85'
L2	N 29°25'36" W	50.87'
L3	N 82°37'53" E	0.56'
L4	S 27°22'47" E	56.84'

LOCATION MAP

GENERAL NOTES

1. THE RECORD OWNER OF THE PARCEL IS 218-220 WASHINGTON AVENUE LLC PER DEED BOOK 34981 PAGE [illegible], BOOK 37283 PAGE 238 AND BOOK 37283 PAGE 253.
   - ALL DEEDS REFERENCED ARE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).
2. BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON AN ON THE GROUND SURVEY BY SEBAGO TECHNICS, INC. IN 2011 WITH AS-BUILT INFORMATION ON THE BUILDING LOCATED IN 2023.
3. PLAN REFERENCES:
   - A. STANDARD BOUNDARY SURVEY, AS-BUILT, TOPOGRAPHY AND DEED ANALYSIS LOT AT 218 WASHINGTON AVENUE, PORTLAND FOR CLIENT [illegible] BY [illegible] SURVEYS, [illegible] LAST DATED [illegible] 2014.
   - B. WASHINGTON AVENUE SIDE PATH EXISTING SITE CONDITIONS BETWEEN #198 AND [illegible] BY THE CITY OF PORTLAND [illegible] DEPARTMENT ENGINEERING DIVISION PLAN NUMBER 4607/22, LAST DATED OCTOBER 23, 2016.
   - C. STREET LINE RETRACEMENT AND [illegible] ANDERSON STREET [illegible] PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION PLAN NUMBER 1607/79, LAST DATED FEBRUARY 27, 2006.
   - D. SITE PLAN OF TAX MAP 13 BLOCK A LOT 13, WASHINGTON AVE, PORTLAND MAINE FOR [illegible] BY STEPHEN SELLECK, JOB NUMBER 2013, [illegible] JANUARY 17, 2013.
   - E. BOUNDARY SURVEY AT 207 ANDERSON STREET, FOR [illegible] LLC BY OWEN HASKELL [illegible] DATED MARCH 22, 2013, AND RECORDED IN CCRD PLAN BOOK 213 PAGE 98.
   - F. SUBDIVISION PLAT OF 218-220 WASHINGTON AVENUE FOR 218-220 WASHINGTON AVENUE INC. BY SEBAGO TECHNICS, INC., LAST DATED OCTOBER 27, 2016, RECORDED IN CCRD PLAN BOOK 220 PAGE 492.
4. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802 (NAD83) [illegible]

[illegible]

STATE OF MAINE, CUMBERLAND
COUNTY SS. REGISTRY OF DEEDS
RECEIVED ________
AT ____ H ____ M ____ M AND RECORDED IN
PLAN BOOK ________ PAGE ________
ATTEST ________ REGISTER

05172 CP dwg [illegible]

MATTHEW W. EK, PLS2117

REV	BY:	DATE:	STATUS:
D	MWE	9-27-23	REVISED PER CLIENT REVIEW COMMENTS
C	MWE	8-25-23	REVISED PER SITE INSPECTION AND AS-BUILT LOCATION
B	MWE	5-05-21	REVISED PER CLIENT REVIEW
A	MWE	3-26-21	CONDOMINIUM PLAT FOR CLIENT REVIEW

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

DESIGNED: SWF
CHECKED: MWE

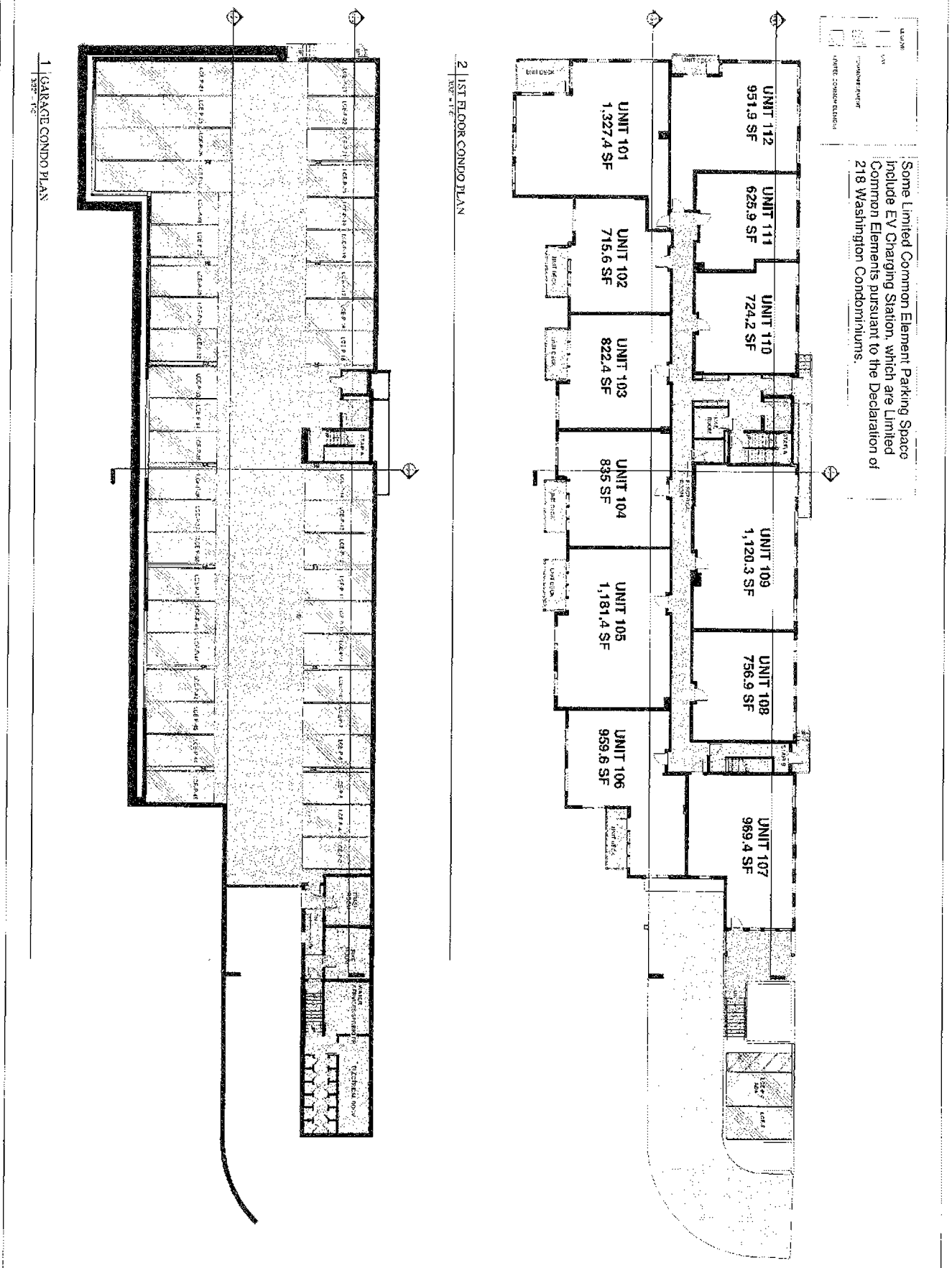
SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

CONDOMINIUM PLAT
OF:
218 WASHINGTON CONDOMINIUMS
218 WASHINGTON AVENUE
PORTLAND, MAINE
FOR RECORD OWNER:
218-220 WASHINGTON AVENUE LLC
199 ELDERBERRY ROAD
SOUTH PORTLAND, MAINE 04106

PROJECT NO. 05172
SCALE 1"=20'

SHEET 1 OF 1

Exhibit C Condominium Floor Plans



1 of 4

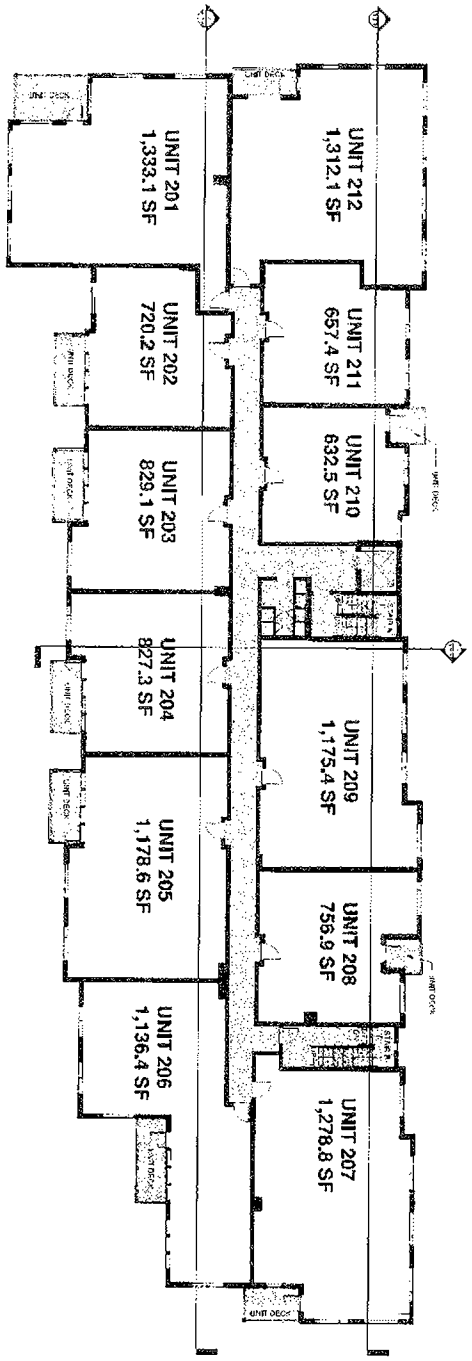
Date: 09-01-2023
Scale: As indicated
Revisions: CONDO DOCS - 09-01-2023
Condominium Floor Plans for 218 Washington Condominiums

Project Address: 218 WASHINGTON AVENUE, Portland, Maine

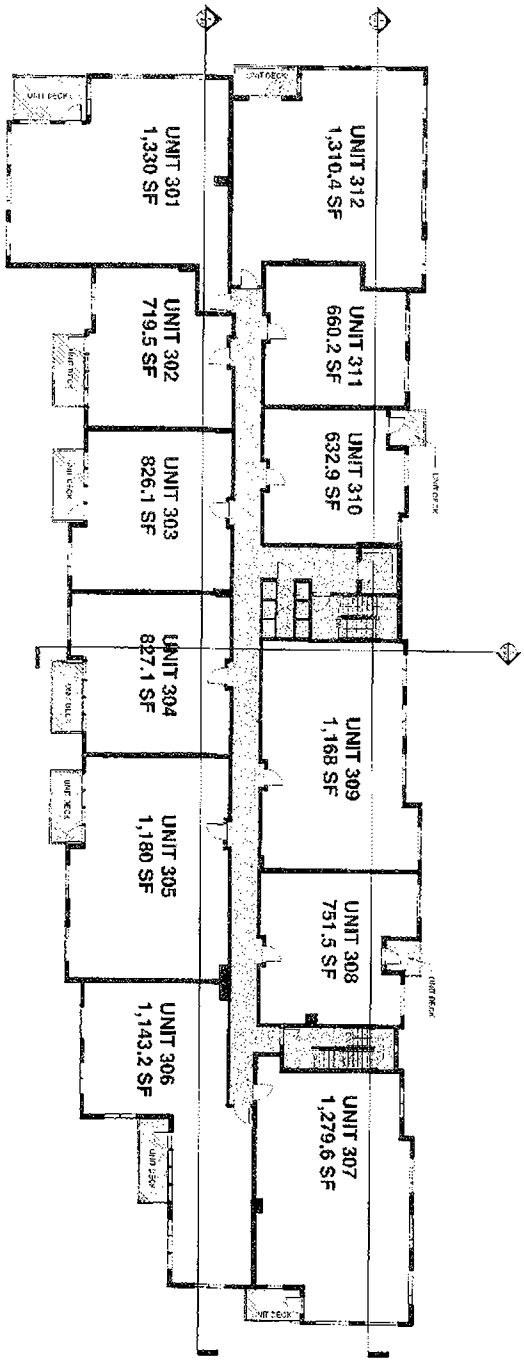
Architect: ARCHETYPE ARCHITECTS, 48 Union Wharf, Portland, Maine 04101, (207) 772-6022, Fax (207) 772-4566

Consultant:

Prepared For: 218-220 Washington Ave LLC

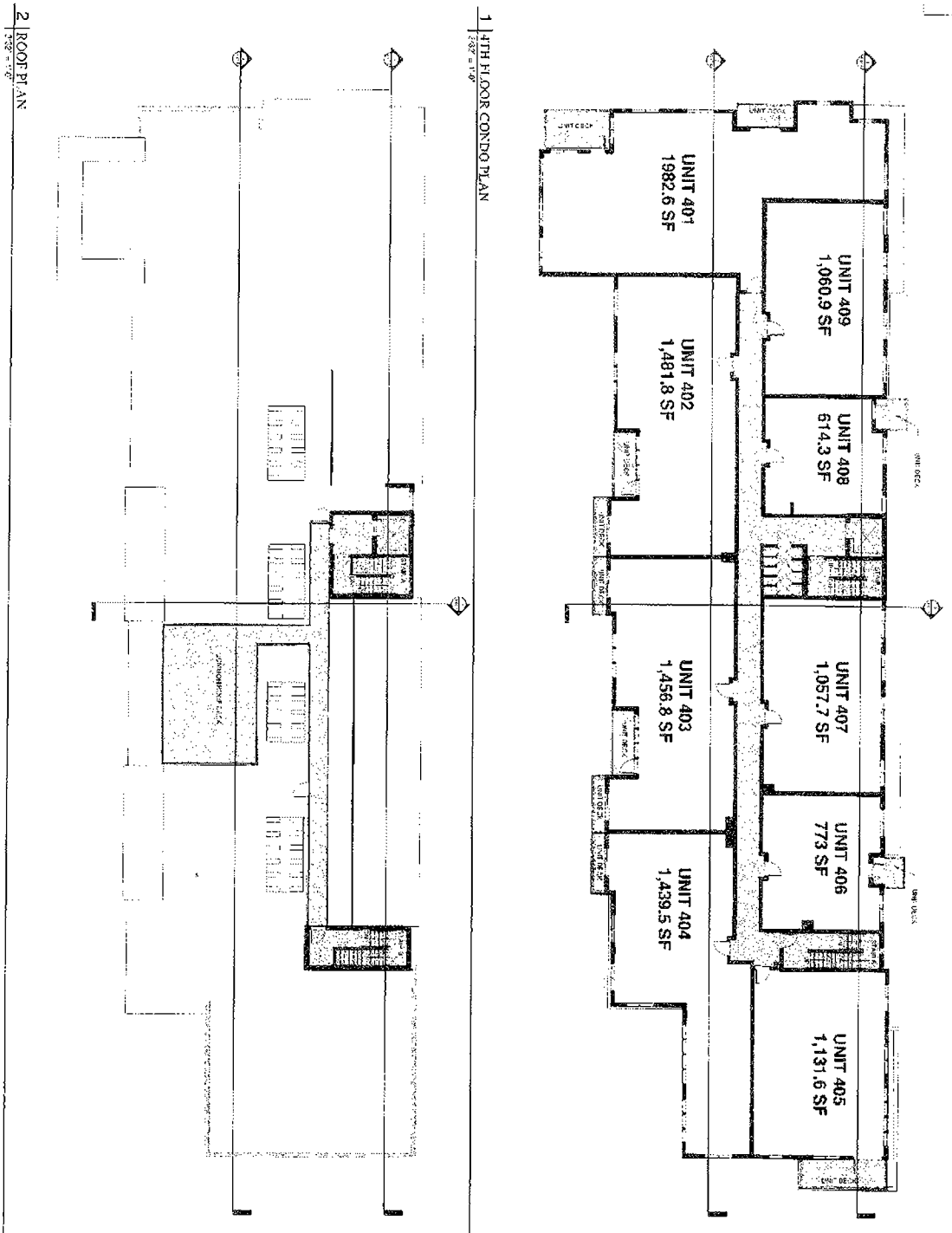


1 2ND - FLOOR CONDO PLAN
3/32" = 1'-0"



2 3RD FLOOR CONDO PLAN
3/32" = 1'-0"

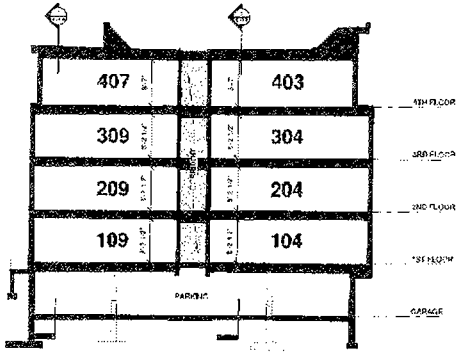
2014	Date: 09-01-2023	Scale: As Indicated	Revisions: CONDO DOCS - 09-01-2023	Project Address: 218 WASHINGTON AVENUE Portland Maine	Architect: ARCHETYPE ARCHITECTS 48 Union Wharf Portland, Maine 04101 (207) 772-0922 Fax (207) 772-0930	Consultant	Prepared For: 218-220 Washington Ave LLC
	Condominium Floor Plans for 218 Washington Condominiums						



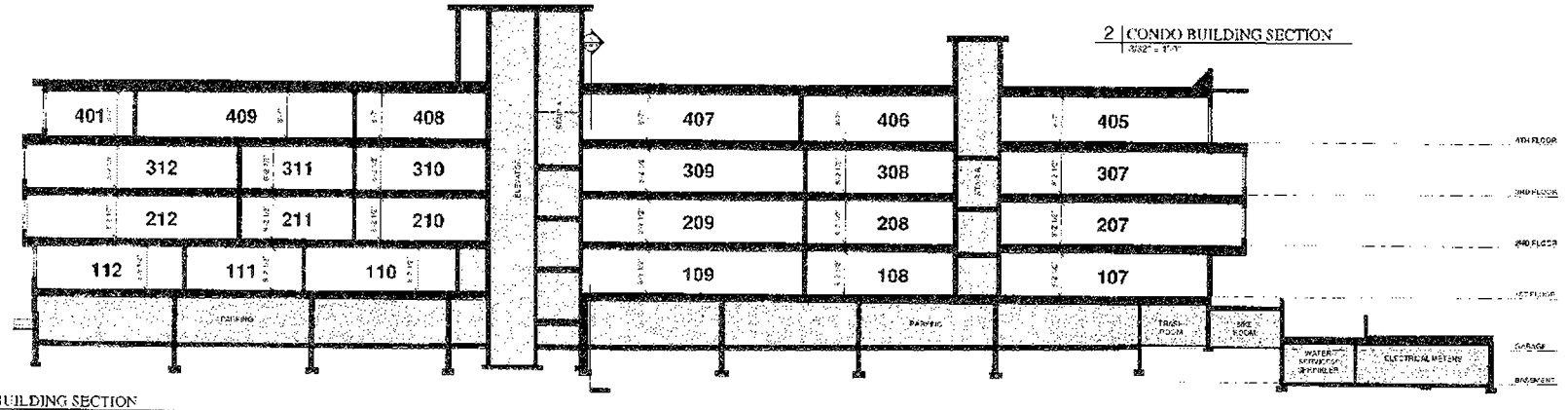
2 ROOF PLAN

1 4TH FLOOR CONDO PLAN

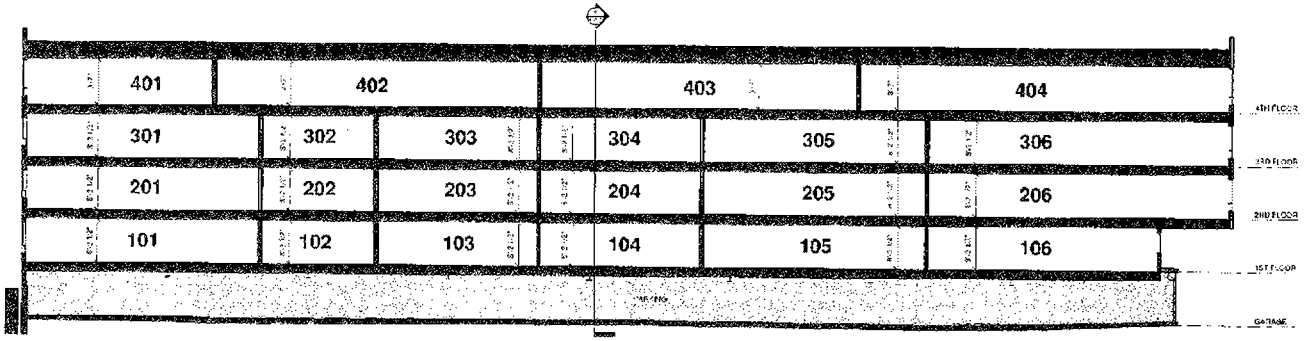
3014	Date: 09-01-2023	Scale: As indicated	Revisions: CONDO DRGS - 09-01-2023	Project Address: 218 WASHINGTON AVENUE Portland Maine	Architect: ARCHETYPE ARCHITECTS 48 Union Wharf Portland, Maine 04101 (207) 772-5322 Fax (207) 772-4056	Consultant:	Prepared For: 218-220 Washington Ave LLC
	Condominium Floor Plans for 218 Washington Condominiums						



2 | CONDO BUILDING SECTION



1 | CONDO BUILDING SECTION



3 | CONDO BUILDING SECTION

Prepared For: 218-220 Washington Ave LLC

Consultant:

Architect: ARCHETYPE ARCHITECTS 48 Union Wharf Portland, Maine 04101 (207) 772-6922 Fax (207) 772-4355

Project Address: 218 WASHINGTON Portland Maine

Revisions: CONCEPTUAL SKETCHES

Scale: As indicated

Date: 09-01-2023

Condominium Sections/Elevation Plan for 218 Washington Condominiums

4 of 4

Exhibit D Percentages of Allocated Interests

Unit #	Votes	SF	% OF TOTAL	% Interest in Common Elements	% Common Expense Liability
101	1	1327.4	2.91%	2.91%	2.91%
102	1	715.6	1.57%	1.57%	1.57%
103	1	822.4	1.80%	1.80%	1.80%
104	1	835	1.83%	1.83%	1.83%
105	1	1181.4	2.59%	2.59%	2.59%
106	1	959.6	2.10%	2.10%	2.10%
107	1	969.4	2.12%	2.12%	2.12%
108	1	756.9	1.66%	1.66%	1.66%
109	1	1120.3	2.45%	2.45%	2.45%
110	1	724.2	1.59%	1.59%	1.59%
111	1	625.9	1.37%	1.37%	1.37%
112	1	951.9	2.09%	2.09%	2.09%
201	1	1333.1	2.92%	2.92%	2.92%
202	1	720.2	1.58%	1.58%	1.58%
203	1	829.1	1.82%	1.82%	1.82%
204	1	827.3	1.81%	1.81%	1.81%
205	1	1178.6	2.58%	2.58%	2.58%
206	1	1136.4	2.49%	2.49%	2.49%
207	1	1278.8	2.80%	2.80%	2.80%
208	1	756.9	1.66%	1.66%	1.66%
209	1	1175.4	2.57%	2.57%	2.57%
210	1	632.5	1.39%	1.39%	1.39%
211	1	657.4	1.44%	1.44%	1.44%
212	1	1312.1	2.87%	2.87%	2.87%
301	1	1330	2.91%	2.91%	2.91%
302	1	719.5	1.58%	1.58%	1.58%
303	1	826.1	1.81%	1.81%	1.81%
304	1	827.1	1.81%	1.81%	1.81%
305	1	1180	2.58%	2.58%	2.58%
306	1	1143.2	2.50%	2.50%	2.50%
307	1	1279.6	2.80%	2.80%	2.80%
308	1	751.5	1.65%	1.65%	1.65%
309	1	1168	2.56%	2.56%	2.56%
310	1	632.9	1.39%	1.39%	1.39%
311	1	660.2	1.45%	1.45%	1.45%
312	1	1310.4	2.87%	2.87%	2.87%
401	1	1982.6	4.34%	4.34%	4.34%
402	1	1481.8	3.25%	3.25%	3.25%
403	1	1456.8	3.19%	3.19%	3.19%
404	1	1439.5	3.15%	3.15%	3.15%
405	1	1131.6	2.48%	2.48%	2.48%
406	1	773	1.69%	1.69%	1.69%
407	1	1057.7	2.32%	2.32%	2.32%

Unit #	Votes	SF	% OF TOTAL	% Interest in Common Elements	% Common Expense Liability
408	1	614.3	1.35%	1.35%	1.35%
409	1	1060.9	2.32%	2.32%	2.32%
TOTAL:	45	45654.5	100.00%	100.00%	100.00%

The percentages as stated in this **Exhibit D** shall prevail in any event regardless of the actual square footage or fair market value of the Units.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit in the Condominium Association to permit equality among Units.

The Condominium Association shall have the express power to separately assess "Service Charges" and "Limited Common Expenses" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit and its Limited Common Elements.

Exhibit E Condominium Association Bylaws

BYLAWS OF 218 WASHINGTON CONDOMINIUM ASSOCIATION

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TABLE OF CONTENTS

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BYLAWS OF 218 WASHINGTON CONDOMINIUM ASSOCIATION

ARTICLE I.
CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as the 218 Washington Condominiums (the "Condominium") located in the City of Portland, Maine to the Maine Condominium Act pursuant to the 218 Washington Condominiums Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is the 218 Washington Condominium Association (the "Association").

The term "Property" as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, guests, invitees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at the Condominium.

Section 1.04 Interpretation. In the event of any conflict or discrepancy among the Declaration including the Plat and Plans, the Bylaws, and the Rules and Regulations, the provisions of the Declaration shall govern.

ARTICLE II.
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish a nonprofit corporation pursuant to the Declaration, the Maine Nonprofit Corporation Act and the Maine Condominium Act for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Declaration and the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Nonprofit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to, subject to the reserved rights of the Declarant:

A. Adopt and amend Bylaws and Rules and Regulations;

B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit owners;

C. Hire and terminate managers and other employees, agents, and independent contractors;

D. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit owner for such purposes;

E. Make contracts, borrow money and incur liabilities;

F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit owners affected;

G. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;

H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

I. Grant easements, leases, concessions, and licenses for public utilities and other facilities servicing or benefiting the Property through or over the Common Elements upon notice to the Owners as set forth in Section 9.1;

J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;

K. Impose charges and interest for late payment of Common Expense Assessments, Service Charges, fees and, after notice and an opportunity to be heard, impose reasonable penalties and fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Expense assessments and Service Charges or resale certificates furnished in accordance with the Maine Condominium Act;

M. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;

N. Pledge, assign and grant a security interest covering all revenues including regular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote of the Unit Owners;

O. Exercise any other powers conferred by the Declaration or these Bylaws;

P. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Nonprofit Corporation Act and the Maine Condominium Act.

Section 2.3 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, Common Expense assessments, or Service Charges.

ARTICLE III.
ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Unit accomplished in accordance with the Declaration, whereupon his or her membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the Unit Owners shall be held annually each successive year on the first Tuesday of November or if that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the Unit Owners may be held at any time upon the call of the Board of Directors, or upon the call of twenty percent (20%) or more in voting interest of the Unit Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly cause notices of the meeting to be sent to all Unit Owners of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or director) shall be sent at the direction of the Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, accompanied by a mailing of the budget summary if so required by Section 1603-102(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed with the records of the Association as set forth below and to each Eligible Mortgage Holder, if any, and as required by the Declaration:

A. By hand delivering it to him or her, or

B. By mailing it, postage prepaid, addressed to the Unit Owner at the address of the Unit or any other address designated in writing by that Unit Owner with the records of the Association, or

C. Notice may be given by email only if the Maine Nonprofit Act or the Maine Condominium Act is amended to permit email notices in the relevant circumstances and any conditions precedent are complied with.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the Unit Owners in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any Owner shall object at the meeting to the non-compliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business. The order of business at all meetings of the Unit Owners shall be generally as follows, if applicable:

A. Roll call.

B. Proof of proper notice of meeting or waiver of notice.

C. Review and approval of the minutes of preceding meeting.

D. Reports of Officers.

E. Report of Board of Directors.

F. Report of committees.

G. Election of the Board of Directors.

H. Unfinished business.

I. New business.

J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Executive Board, Robert's Rules of Order as then amended or any similar provisions as may be adopted by the Rules and Regulations shall be followed, except in the event of conflict these Bylaws or Declaration or any applicable provisions of the Rules and Regulations, as the case may be shall prevail.

Section 3.8 Quorum. The presence at the beginning of any meeting of the Association, in person or by proxy of the Unit Owners whose aggregate voting interest constitutes not less than Thirty percent (30%) of the total voting interest therein shall constitute a quorum for the transaction of all business.

The Unit Owners present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or her or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one member. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the

votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly signed by a Unit owner and filed with the Secretary or the Secretary's designee. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. Facsimile or scanned and emailed copies of a properly signed and dated proxy shall be valid, but emailed text proxies are not permitted.

Written proxies, ballots and other records pertaining to voting by owners shall be retained for one year after the election, action or vote to which they relate.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Unit.

E. The Declarant may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each Unit shall have the percentage vote in the Association specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes. A "majority" vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Unit owners are present.

H. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via a telephonic speakerphone at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone services. The Association shall provide reasonable cooperation in arranging such services. The Executive Board's decision as to such matters shall be binding.

I. The Board of Directors shall have the authority, in its discretion, to allow the casting of votes by electronic transmission at meetings of Owners and/or at meetings of the Board of Directors. Any vote that is cast by electronic means shall be exercised in the manner provided by these Bylaws and in any additional rules or policies as may be adopted from time to time by the Board of Directors. A vote conducted by electronic transmission must be filed with the minutes of members' meetings and has the same effect as an

in-person vote or a vote by proxy. An electronic vote shall not in and of itself be counted for establishing a quorum, which requirements are set forth in Section 3.8 of these Bylaws.

J. Unit Owners may participate in any meeting of Unit Owners by means of remote electronic communication, such as conference call, video conference (such as but not limited to: Zoom, Skype, or Go-To-Meeting), or other means, to the extent the Board of Directors authorizes such remote electronic participation for Unit Owners. Participation shall be subject to such reasonable guidelines, rules, or procedures as may be adopted from time to time by the Board of Directions. Unit Owners participating in any meeting of the Association by means of remote electronic communication shall be counted for quorum purposes as present and may vote, provided that the identity of the member participating by means of remote communication is verified to the satisfaction of the Board of Directions. If remote electronic participation will be utilized for a meeting, the meeting notice must state the communication process and platform to be used, a brief explanation of how to participate, and any access or password requirements for remote electronic participation.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by the President subject to change by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting if adjourned to a date which is less than thirty (30) days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When any meeting is adjourned, for whatever reason, for thirty (30) days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the Association may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners without a Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the Unit Owners entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

ARTICLE IV.
BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect five (5) directors, three (3) for a term of two (2) years and the remainder for a term of one (1) year; a majority of such directors shall be the owner or the spouse of an owner of a Unit, or if a Unit owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. The number of directors shall equal the number of Units which have been created if fewer than 5 have been created. The number of directors may be changed by vote of the members at an annual meeting, subject to the minimum three (3) and the maximum seven (7) number of directors set forth in the Articles of Incorporation for the Association and further provided that a reduction in the number of directors shall not shorten the term of any incumbent directors.

Section 4.2 Election and Term of Office and Resignation. At the expiration of the initial term of office of each director, his or her successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his or her successor has been elected and has taken office. A

Director who replaces a Director before his or her or her term expires shall serve out the remaining term of such Director, with the intent and purpose being that the term of office of at least one-half of the Directors shall expire annually.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the Unit Owners.

In accordance with the Maine Nonprofit Corporation Act, a Director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Director reasonably believes to be in the best interests of the Association.

In discharging the Director's duties, a Board Member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association or its management company whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel or a public accountant or a manager or other person as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the Unit Owners of the Association, the Board of Directors shall be responsible for the following:

A. Election of the officers of the Association;

B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;

C. Subject to the Declaration the determination and collection of assessments for Common Expenses, Limited Common Expenses, Special Assessments and Service Charges from the owners and the regulation of its fiscal affairs;

D. Establishment of reserves for the maintenance, repair and replacement of Common Elements (including without limitation the Limited Common Elements) and for contingencies.

E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and

F. Designation of executive and other committees and appointment of committee members to serve at the pleasure of the Board.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the

Declarant Control Period shall permit termination without a penalty on thirty days notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, resignation, or the removal of a Director by a vote of the Unit Owners, or by the expiration of the Declarant Control Period shall be temporarily filled by vote of the remaining directors until the replacement is elected by the Unit Owners at the then or next annual meeting and then takes office, and the replacement shall serve for the remainder of the unexpired term of the former Director. If a Director is absent from three (3) consecutive regular meetings of the Board of Directors, his or her position shall be considered vacant. Vacancies may be temporarily filled by vote of the remaining directors even though a quorum is lacking, all until the next annual meeting of the Members, at which time the Unit Owners shall elect a replacement Director for the balance of the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a two thirds (2/3) in interest vote of the members, with or without cause. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Unit Owners' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors or officers for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Unit Owners before or after the services are undertaken. Directors and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as approved by vote of the Board

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following or within ten (10) days after the annual meeting of the Association; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Unit or by telephone or by email, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon the written request of a majority of the Directors then in office. Three (3) days' notice of special meetings shall be given to each Director personally or by delivery to his or her Unit, or by telephone or by email, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice by Board Members. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Required Notice of Board Meetings to Unit Owners. In accordance with the Maine Condominium Act, the Board of Directors shall give timely notice reasonably calculated to inform unit owners of the date, time and place of and topics proposed to be discussed at meetings of the Board, including without limitation the general nature of any proposed amendment to the Declaration, the Bylaws,

or the Rules and Regulations, any budget changes and any proposal to remove an officer. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail or by other means, but actual notice need not be delivered to each unit owner. Failure of a unit owner to receive notice does not invalidate any action taken by the Board of Directors at a meeting.

Section 4.14 Attendance at Board Meetings by Unit Owners. Unit Owners have the right to attend meetings of the Board of Directors, subject to reasonable rules established by the Board of Directors. In the discretion of the presiding officer and on such terms as he or she may establish, individual Unit Owners may speak at meetings of the Directors.

The Board of Directors may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to:

(i) Consult with the Association's attorney concerning legal matters;

(ii) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;

(iii) Discuss labor or personnel matters;

(iv) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or

(v) Prevent public knowledge of the matter to be discussed if the Board of Directors determines that public knowledge would violate the privacy of any person.

A final vote or action may not be taken during an executive session.

Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least three (3) Directors or of the majority of directors then in office, whichever is less, shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or internet speakerphone at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.16 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V.
OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers and Standard of Care. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office until the first meeting of the Board of Directors following the next annual meeting of Unit Owners and until their successors are chosen and qualified; provided, however, that all officers and committee members shall hold office at the pleasure of the Board.

In accordance with the Maine Nonprofit Corporation Act, an officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association and its Unit Owners.

Section 5.3 Removal and Resignation of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Any officer may at any time resign his or her office by a resignation in writing delivered to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the Unit Owners or directors, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which are incidental to the office of President of a Maine business corporation.

Section 5.5 Vice President. The Vice President shall preside at all meetings of the Association and of the Board of Directors and exercise the powers and perform the duties of the President in the absence of the President, and shall have such other duties as may be designated from time to time by the Board of Directors.

Section 5.6 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Unit Owners of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have all of the powers and duties which are incidental to the office of treasurer of a Maine business corporation.

Section 5.7 Secretary. The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors or of the Association (but may delegate the act of keeping minutes), shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary or their designee shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.8 Auditor. The Board of Directors may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing, to act as auditor of the Association and to perform such audits, reviews and fiscal duties as may be requested by the Association.

Section 5.9 Amendments to the Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI
FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting and Records.

A. Books and accounts of the Association and income tax returns shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Unit Owners with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

B. In accordance with the Maine Condominium Act, the Association must retain the following records:

(1) Records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records for the past six (6) years;

(2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the unit owners or Board of Directors without a meeting and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;

(3) The names of current Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the US Mail addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Unit Owner is entitled to cast, and email addresses may be furnished only if the Unit Owner has consented;

(4) Copies of its original or restated organizational documents and bylaws and all amendments to them and all rules currently in effect;

(5) All financial statements and tax returns of the Association for the past three (3) years;

(6) A list of the names and addresses of its current Board of Directors members and its current officers;

(7) The Association's most recent annual report delivered to the Secretary of State;

(8) Financial and other records sufficiently detailed to enable the Association to comply with section 1604-108 of the Maine Condominium Act;

(9) Copies of current contracts to which the Association is a party;

(10) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and

(11) Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate.

C. Subject to the limitations set forth below and to the extent required by the Maine Condominium Act, all records retained by the Association must be available for examination and copying by a Unit Owner or the Unit Owner's duly authorized agent during reasonable business hours or at a mutually convenient time and location; and upon 10 days' notice in writing reasonably identifying the specific records of the Association requested.

Provided however that records retained by the Association may be withheld from inspection and copying to the extent that they concern:

(i) Personnel, salary and medical records relating to specific individuals;

(ii) Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;

(iii) Existing or potential litigation or mediation, arbitration or administrative proceedings;

(iv) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or Rules and Regulations;

(v) Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(vi) Information the disclosure of which would violate any governmental law or regulation, other than the Maine Condominium Act;

(vii) Records of an executive session of the Board of Directors; or

(viii) Individual unit files other than those of the requesting unit owner.

The Association may charge a reasonable fee for providing copies of records under this Section and for supervising the Unit Owner's inspection. The Association is not obligated to compile or synthesize information.

The right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner, but the Association may require the advance payment of the reasonable fee as set forth above.

Information and records provided pursuant to this Section may only be used in connection with the management of the Association and the duties, rights or responsibilities of Unit Owners, officers or board members under this Act or the Association's governing documents, and may not be used for commercial purposes or for any other purpose not reasonably related to authorized uses. The recipient may be required to confirm that the records and information received will be used in compliance with these restrictions.

Section 6.2. Budget and Assessments.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses and shall review and adopt a budget annually. Within thirty (30) days of the Board's adoption of the proposed budget, the Board shall send a summary of such budget to each Unit Owner.

The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest of all Unit Owners, the budget shall be deemed to have been ratified whether or not a quorum is present. Unless the budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board. For Special Assessments, the affirmative approval of a majority in interest of all the Unit Owners shall be required as set forth in the Declaration.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

i. Management and administration expenses;

ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance, repair and replacement of;

iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;

iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a financial institution with an office in the State of Maine or in obligations of the United States of America; and

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

C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of assessments due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.

D. Each Unit Owner shall be personally responsible to pay his or her share of assessments and assessments without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income and Service Charges as defined herein, multiplied by his or her respective common expense liability. Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period. Each Unit Owner may pay his or her share of the Common Expense assessments in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.

E. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments or any other Service Charges, user fees and penalties, fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Expense assessments and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Service Charges, user fees, including penalties, fines, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or Board Member of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's Unit under the Forcible

Entry and Detainer Laws of Maine as amended from time to time. The delinquent Unit owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Expense assessments, assessments, Service Charges, user fees, late charges, penalties, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, assessments, Service Charges, user fees and penalties, fines due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within six (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit Owner or group of Units benefited thereby and shall be paid by the Unit owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Expense assessments set forth in Section 6.2.

Section 6.4 Revised and Special Assessments. If at any time the Board shall determine the amount of the budget to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; subject to the rights of the Unit Owners to reject such amendment by a two thirds (2/3) in interest vote at a meeting of the members called within such 30 day period at the request of 40% in interest request of the Unit Owners.

Upon determining that an emergency exists which requires the immediate assessment of the Unit Owners, the Board may make a one-time additional Common Expense assessment, not to exceed an amount equal to two (2) months current regular Common Expense assessment for each Unit unless a greater amount is ratified by the Unit Owners in accordance with normal budget procedures, which shall be due and payable when delivered to the Unit Owners.

In order to fund significant improvement, repair or renovation projects and associated costs, the Board of Directors may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Executive Board, subject to the affirmative approval of a majority in interest of all Unit Owners if payments on the Special Assessment extend beyond the current fiscal year ("Special Assessment").

Such Special Assessment may be paid by the members of the Association either in a lump sum following the adoption of the special assessments or over time in installments over a period of months or years with interest at such rate and on such further terms and conditions as may be established by the Board of Directors. Such Special Assessment shall be binding and shall be automatically included as a part of all future annual budgets of the Association while it remains outstanding. The election made by any one Unit Owner as to the payment terms shall be binding unless the other Unit Owner objects. Each Unit Owner and any successor in interest to current Unit Owner(s) shall be personally responsible for the balance due on the Special Assessments and the Special Assessment shall be a lien on the Unit all until paid in full by that Unit. A notice of the Special Assessment shall be recorded in the Registry of Deeds. A Special Assessment may be prepaid in full at any time without any penalty.

Upon the sale of a Unit, the unpaid balance of the Special Assessment shall become due and payable in full unless the Board of Directors otherwise approves in its discretion.

If the Association has obtained a loan secured by a Special Assessment, then any principal and interest received pursuant to the Special Assessment shall be applied to the balance due on such loan and the payments due on such loan shall be funded first from the Special Assessment and not from general Common Expense assessments against the Unit Owners.

If any installment of the Special Assessment is not paid when due, then if authorized by the Board of Directors upon thirty (30) days written notice of default and opportunity to cure, the entire balance of said Special Assessment shall become due and payable in full, shall thereafter bear interest at a rate equal to 18% per annum, and payment may be enforced in accordance with the Maine Condominium Act, these Bylaws and the Declaration.

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.6 Pledge. The approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association shall be required to approve the Executive Board's(i) make any new capital improvements to the Common Elements which cost an amount in excess of Thirty-five percent (35%) of the aggregate Common Expense assessments against the members during the prior fiscal year, exclusive of Service Charges, and (ii) to approve the Board of Directors' exercise of its power to pledge, assign and grant a security interest covering all revenues including Common Expense assessments and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements. Maintenance and repairs of existing improvements shall not be considered improvements.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common Expenses, Special assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties, fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and Common Elements (including without limitation the Limited Common Elements) of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the Unit owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him or her of his or her Unit or other evidence of his or her title thereto and file such evidence of his or her title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his or her Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the Unit owner unless insured through the Association's policy, all as further appears in and subject to the Declaration.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7.2 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Expense assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Board of Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, Common Expense assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any Common Expense assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

Section 7.3 Common Elements. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least Thirty (30) days' notice to the Unit Owners unless a special meeting of the Unit Owners is called within such period and the Unit Owners vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and no such easement shall materially impair the use and enjoyment of the Condominium.

Section 9.2 Utility Services/Limitation of Liability. The Association shall not be liable for the failure of water supply, sewage disposal systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from trees or from water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements or facilities, even if due to the alleged fault or negligence of the Association.

Section 9.3 No Set Off, Etc. No set-off, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X.
LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No Board Member or officer of the Association shall be personally liable for acts or defaults of himself, herself or any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or recklessness.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, Board Member, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or recklessness towards the Association or absent a final adjudication thereof, and also excepting such matters in which the Board of Directors(excluding any interested Directors) determines any such person acted with willful misconduct or recklessness. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any such liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such or the Condominium as a whole shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI.
BYLAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the Unit Owners of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Nonprofit Corporation Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate shall be recorded in Registry of Deeds.

Section 11.2 Interpretation.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Nonprofit Corporation Act or the Maine Condominium Act, the latter shall govern and apply.

[end of document]

Exhibit F Invasive Species Management Plan

Invasive Species Management Plan for 218 Washington Avenue

Portland, Maine

November 2017

Overview

218 Washington Avenue is a 45 unit residential development on Washington Avenue in the City of Portland. During the review conducted by the City of Portland for Subdivision and Site Plan approvals for the project, the City Arborist identified the presence of two invasive plant species on or near the site. These species are Multiflora Rose and Japanese Knotweed. The purpose of this Management Plan is to prevent the encroachment of invasive plant species into the property.

Invasive Species Management

This section outlines a typical Invasive Species Management Plan, and gives examples (in italics) of strategies and discussion points.

Part 1: Detection and Monitoring

Monitoring will occur annually , in the September of each calendar year, to track known and existing invasive species occurrences and to identify newly discovered occurrences. The Homeowners Association will contract with a licensed landscape contractor with experience in invasive plant species identification.

DOC :34893 BK:40388 PG:119
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Register of Deeds Jessica M. Spaulding E-RECORDED

Part 2: Control and Management

Upon identification of any invasive species, the invasive plants shall be removed from the site, including root systems. The Homeowners Association will contract with a licensed landscape contractor with experience in invasive plant removal. Mechanical methods may be used and chemical herbicide treatments may also be used, provided that they are used in accordance with all applicable regulations.

Part 3: Reporting

In the event that invasive plant species are identified at and removed from the property, the Homeowners Association shall notify the City of Portland Planning Department and the City Arborist.