AMENDED AND RESTATED DECLARATION

OF

WHISTLER LANDING CONDOMINIUM

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CERTIFICATE OF ADOPTION OF THE

Amended and Restated Declaration and Bylaws

of

\VHISTLER LANDING CONDOMINIUM ASSOCIATION

Scarborough, Maine

The undersigned officers of the **WHISTLER LANDING CONDOMINIUM ASSOCIATION,** a Maine nonprofit corporation (the "Association") being the association of Unit Owners for the **WHISTLER LANDING CONDOMINIUM** (the "Condominium") locate<l in the Town of Scarborough, County of Cumberland, and State of Maine originally established pursuant to the Maine Condominium Act under a Declaration dated April 21, 1987 and recorded in the Cumberland County Registry of Deeds in Book 7888, Page 225, as amended of record (collectively the "Original Declaration") hereby certify that this AMENDED AND RESTATED DECU\RATION OF \Xi'HISTLER LANDING CONDOMINIUM and accompanying AMENDED AND RESTATED BYLAWS set forth below were duly adopted by approval of more than sixty-seven percent (67°/ii) of the Unit Owners effective as of October 4, 2022 pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act"), and the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes, there being no Eligible Mortgage Holders, and that copies of this .Amended and Restated Declaration and Bylaws have been sent to all Unit O"\vners.

ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY

§1.1 The Condominium Property. The Condominium Property consists of the land located in the Town of Scarborough, County of Cumberland and State of Maine described in **Exhibit A** with the buildings and improvements located thereon and subject to and together with all easements, rights, covenants, privileges and appurtenances thereto (collectively the "Property"), which shall be governed by the Maine Condominium Act in accordance with this Declaration. This Declaration further ratifies the establishment of the condominium as defined in Section 1601-103(7) of the Condominium Act ('1Condominium") known as Whistler Landing Condominium previously established under the Maine Condominium Act. 'Ibe nan1e of the Unit Owners association is the Whistler Landing Condominium Association, a Maine nonprofit corporation (the "Association"),

The Condominium consists of the Property, including fourteen (14) buildings knmvn as Buildings A- N, inclusive, each containing several condominium Units, as further defined herein, for a total of forty-four (44) Units, all of which arc shown on **Exhibit B** and identified on **Exhibit D** attached hereto. No additional Units will be created. The Buildings are wood-frame construction with attached wood-frame garages, except for Unit 8, which has a Jet.ached garage. The Units have individual heating systems and are separately metered for electricity, and electronic communication lines.

§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 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. If any provision of this Declaration, the Plat and Plans, the Bylaws or the Rules and Regulations conflicts \vith 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.

ARTICLE2
DESCRIPTION OF PROPERTY

§2.1 Description of the Property - Recorded 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 arc depicted on the Condominium Plats titled "Whistler Landing," prepared under the supervision of Richard A. Manthorne, dated May 1986 and recorded in the Cumberland County Registry of Deeds in Plan Book 157, Page 59 and "Whistler Landing Condominium, Future Land Phase Plan Parcel B," prepared by **R.** P. Titcomb Associates, Inc., dated July 17, 1987 and recorded in the Cumberland County Registry of Deeds in Plan Book 164, Page 19, both as amended of record, reduced copies of which are attached hereto as **Exhibit B** (collectively the "Plat"), which Plat has not been further updated in connection with this Amended and Restated Declaration.

§2.2 Location and Dimensions of Buildings and Units - Recorded Floor Plans. The term "Building'1 means any building 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 location and dimensions of the Buildings and other improvements erected 011 the Property, including Common Elements, are shown on the Floor Plans of \'{:1ustler Landing Condominium which are as follO\vs: (i) titled "Professional Engineers Certification for Whistler Landing Condominiums, Scarborough, Maine, Phase I - Building "A," Building "B" and Building "E" Floor Plans, recorded on July 23, 1987 in the Cumberland County Registry of Deeds in Plan Book 164, Page 19, as Sheets 2, 3, and 4; (ii) titled "Professional Engineers Certification for Whistler Landing Condominiums, Scarborough, Maine, Phase I - Building "F" floor Plans, recorded on October 20, 1987 in the Cumberland County Registry of Deeds in Plan Book 166, Page 20; (iii) titled "Professional Engineers Certification for \vbistler Landing Condominiums, Scarborough, Maine, Phase II - Building "N" Floor Plans, recorded on July 29, 1988 in the Cumberland County Registry of Deeds in Plan Book 172, Page 50; (iv) titled "Professional Engineers Certification for Whistler

Landing Condominiums, Scarborough, Maine, Phase I - Building "C" Floor Plans, recorded on July 29, 1988 in the Cumberland County Registry of Deeds in Plan Book 172, Page 51, (v) titled "Professional Engineers Certification for Whistler Landing Condominiums, Scarborough, Maine, Phase I - Building "D" Floor Plans, recorded on October 4, 1988 in the Cumberland County Registry of Deeds in Plan Book 174, Page 38; (vi) titled "Professional Engineers Certification for \'vbistkr Landing Condominiums, Scarborough, Maine, Phase 11 - Building "K" Floor Plans, recorded on February 10, 1989 in the Cumberland County Registry of Deeds in Plan Book: 177, Page 13; (vii) titled "Professional Engineers Certification for Whistler Landing Condominiums, Scarborough, Maine, Phase II- Building "L" Floor Plans, recorded on November 17, 1993 in the Cumberland County Registry of Deeds in Plan Book 193, Page 391; and (viii) titled "Professional I•'.ngineers Certification for Whistler Landing Condominiums, Scarborough, Maine, Phase H - Building "J" Floor Plans, recorded on April 1, 1994 in the Cumberland County Registry of Deeds in Plan Book 194, Page 116 (collectively the "Plans"), reduced copies of which are attached hereto and incorporated herein by reference as **Exhibit C** to this Declaration which have not been updated in connection with this Amended and Restated Declaration.

§2.3 Recorded Plat and Plans. The Plat and Plans are recorded in said Registry of Deeds and 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 heretofore or hereafter adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE3
CONDOMINIUM UNITS

§3.1 Units. The forty-four (44) Units have been created and the Allocated Interests of each Unit arc set forth in **Exhibit D.** No additional Units will be created. 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 arc shown on the Plat and Plans.

§3.2 General Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to the Limited Common Elements and/or Common Elements. The identification number and approximate area of each Unit are shown on the Plat and Plans of the Property. 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.

A. The boundaries of each Unit are generally shown on the Condominium Plat and Plans, and each Unit generally includes the following items:

(1) *General Llorizonta! Boimdmies:* The general upper and lower horizontal boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(a) Upper Horizontal Boundaries: The upper horizontal Cnit boundaries are the horizontal plane of the lower horizontal surface of the roof, generally as shown on the Plans, extending to the intersection with the vertical boundaries; and

(b) Lower Horizontal Boundaries: The lower Unit boundaries are the horizontal plane(s) at the upper edge of the undecorated and/or unfinished upper surface of the concrete floor slabs in the basement extending to the intersection with the vertical boundaries. The lower Unit boundary of Unit 2 shall be where the exterior finished surface of the structure meets the surface of the earth.

(2) *Genera! Vertica!BmmdarieJ* The general vertical boundaries of each Unit shall he the vertical planes located at the "exterior" (furthest from the Unit interior) surface of the gypsum-board, sheetrock or other finish wall materials, if any, located on the inside of its exterior or common walls, and, for any Units with basements or crawl spaces at the interior unfinished surface of the concrete or masonry walls, ail extended to the intersections with each other and with the horizontal boundaries, and run along the "exterior" (furthest from the Unit interior) surfaces of exterior doors, windows, storm doors and storm windows, screens, skylights, and glass walls, their frames, sills, flashing and thresholds (the "stud" areas located within shared party walls bcrw-cen Units are Common Elements).

B. *Interior Finishes.* The unit shall include all wallboard, plasterboard, drywall, plaster, paneling, tiles, wallpaper, paint, carpeting, finished flooring, paint, varnish, stain, 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.

C. Interior and other Unit Components and Spaces. All other spaces, interior partitions (excepting those portions thereof which arc load-bearing), interior stain:vays, and other fixtures and improvements within the boundaries of a Unit arc a part of the Unit together with the specific Unit components identified in this Declaration.

D. *Relocation and S11bdivision.* 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 Specific Components of the Units. The following building components are consi<lered to he part of the Units:

(i) Finish flooring, tloor coverings, carpeting, tile, wall and ceiling coverings (including paint wallpaper, and tile), lath, furring, wallboard, plaster, paneling, moldings, and any other materials constituting any part of the finished surfaces thereof arc a part of the Unit;

(ii) .All interior partitions, interior doors and interior stairways located wholly within the Unit, excepting the structural portions thereof;

(iii) Exterior doors, garage doors, windows, storm doors and storm windows, screens, attic access stairs, skylights, sun tunnels, and glass walls, their hardware, locks, frames, sills, flashing and thresholds;

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

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

(vi) The interior of any garages (if constructed) attache<l or appurtenant to the Unit;

(vii) The interior of any greenhouse space (if constructed) adjoining the lJnit, as shown on the Plans;

(viii) Any attic spaces, basement spaces, and crawl spaces immediately adjacent to a Unit that are outside the Unit boundaries.

A Unit generally does not include the exterior walls, balconies, patios, decks and porches, the roof, joists, studs, rafters, and other structural components of load-hearing walls, thermal insulation, foundation walls and footings, land, 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 or which serve another lJnit.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other L'nit 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.

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.

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, which are unchanged from allocations in the Original 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 and is generally a percentage equal to the Common I<.lement Interest appurtenant to a Unit. Each Unit has one vote in the Association. The Common Expense Llability and voting rights of each Unit are set forth in **Exhibit D** attached hereto and incorporated herein. The Common Expense Liability is allocated generally in proportion to the total above-grade finished area of each unit, but notwithstanding the foregoing, the Common Expense Liability and voting rights of each Unit as set forth in **Exhibit D** shall prevail in the event of any dispute over the calculation of above-grade finished area.

1be 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 an<l allocate "Limited Common Expenses" as set forth below.

§3.5 Interior Unit 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 \Vithin 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, the wails separating Units, or the 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 additfon, alteration or improvement in or to his or her Unit without the prior written consent thereto of the Board of Directors. The consent of the Board of Directors 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 hy the Unit Owner at his or her cost. The Board of Directors, 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 Board of Directors. Any application to any department or to any other governmental authority for a permit to make such an addition, alteratfon 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 IJements (including without limitation the Llmited Common Elements) or paint or othcnvise change the exterior appearance of the Unit (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 in its discretion. All exterior improvements and improvements to Limited Common Elements, including without limitation any patio/deck/greenhouse/screened porch areas and any other Limited Common Elements are subject to Board approval and compliance with Section 4.4 belmv.

ARTICLE4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

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

1. The land together with the benefit of and subject to the rights and easements described in **Exhibit A** and the private roads, driveways, walhvays and paths, lawns, landscaping, the existing pond, trees, and vegetation, and any privately owned water, sewer and utility improvements, if any;

11. The foundations, floor slab, subfloors, concrete floors, structural, load hearing wall studs, framing, joists, rafters, roof, exterior walls, exterior steps, and ail structural and load bearing portions of the buildings;

111. 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, distribution pipes, storm water retention systems, and water and sewer utility]foes 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);

1v. The existing pond and all recreational open space adjacent thereto;

v. All the Limited Common Elements as identified below; and

v1. 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.

§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:

1. Each Unit has an appurtenant driveway and parking space(s) on said driveway as shown on the Plat;

11. .Any porches, steps, stoops, decks, patios, shutters, gutters, thresholds, fences, screening, and any other fixture designed to serve a single unit but not a defined part of the unit are limited cornmon clements allocated exclusively to that Unit;

iii. The chimney and flue, if any, servicing one (1) or more Units;

1v. \Yater, sewer, or other utility lines, water heaters, electrical circuit breaker boxes, and other fixtures designed to serve a single unit, but which arc not a defined part of the Unit;

v. The exterior storage areas for certain Units, as shown on the Plans; and

v1. The portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

v11. Any screened-in porch attached to a Unit; provided, however, that the liability and maintenance responsibilities for such porches (if any) shall be subject to any "Screened Porch Agreement" hy and between a Unit Owner or their predecessors-in-title and the Association. The contents of all such Screened Porch Agreements, which are recorded in the Cumberland County Registry of Deeds, are hereby incorporated into this Declaration by reference.

The allocation of Limited Common Elements may not be altered except in compliance \Vith 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.

Generally the Limited Common Elements shall be maintained and repaired as necessary by the Association as hereinafter set forth; except to the extent that the same are necessitated by the negligence, misuse, ahuse or neglect of the Unit Owner, his agents, lessees or invitees, in which event such expense shall be charged to such Unit Owner individually and the Unit Owner shall be personally liable therefor. Limited Common Expenses may be charged to Unit Owners as set forth in Article VII.

With respect to any back yard, side yard, patio, deck and porch Limited Common Elements allocated to each Unit, each Unit Owner shall have the right to place flowers and similar garden vegetation in such area. provided, however, that each such Unit Owner shall be responsible for the maintenance and upkeep of any such flowers and vegetation and for the cleanliness and snow removal from the patios, decks and porches. Additionally, the layout or design of gardening improvements shall not unreasonably interfere with or obstruct the ability of the Association to maintain the Common Elements, including the Limited Common Elements. Maintenance of any gardening area used by any such Unit Owner shall be by and at the sole and separate expense and risk of said Unit Owner, and if not maintained may be removed at the direction of the Board of Directors at the owner's expense. l\foreover, and for the avoidance of doubt, the planting of any shrub or perennial in any side or 1mck garden may only occur upon Board approval. Annuals may also be planted in. any front garden, provided that they are properly maintained and may be removed by the Board (at the Unit Owner's expense) should a Unit Owner fail to properly maintain the same.

§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 othenvise provided by law and permitted by this Declaration.

§4.4 Improvements and Alterations Located Outside of a Unit. No Unit Owner shall alter any of the Common Elements or paint or othenvise 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 (including, but not limited to, the exterior surfaces of doors or windows abutting the Common Elements 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.

If the record O\-Vner(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 in its sole discretion and based on each owner's compliance with the standards set forth hereinafter, with prior notice to any abutting Units, all of which may be evidenced by a recorded instrument duly executed and acknowledged setting forth the requirements itemized below and which shall automatically apply to all such improvements and alterations, then:

(i) that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limite<l Common l•:Jemem (with the consent of any other Units sharing the same, if any), 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;

(ii) the Unit shall have an easement for the installation of alterations and improvements so approved in the Patio/Deck/Porch Limited Common Element; and

(iii) for skylights and sun tunnels presently in existence on the date of the adoption of this Amended and Restated Declaration or hereafter installed with the approval of the Board of Directors as provided herein,

subject to the following limitations and requirements, compliance with, the follO\ving, and as specified and approved by the Board of Directors in their discretion prior to construction of new improvements:

(a) The alterations and 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 hy 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 alterations and improvements may be built only in the Limited Common Element locations or between the Unit and its allocated Limited Common Elements;

(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 construct such alterations and improvements in a good and \vorkmanlike manner and 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 alterations and 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 Owncr1s responsibilities;

(I?) The Unit Owner shall be responsible for arranging and 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;

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

(i) 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;

G) 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 alterations and 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

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

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

The Board may require a cash hond 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. Generally once completed the Association shall provide maintenance, repairs and replacement of the exterior of such improvements and the expenses thereof shall be governed by Articles 6 and 7. Insurance on the improvements shall be governed by Article 10.

The Owners of the Unit, their successors and assigns, shall be strictly liable for any defective construction and any resulting damage for failure to comply with the foregoing standards, including without limitation subsequent rot and water damage to the Unit and other Common Elements. At all times after such election, each 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, and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements.

Notwithstanding any other provision of this Declaration, any improvements made at any time by current or prior Owner in any belO\v grade areas are at the sole risk of the Owner; the Association shall have no responsibility for the insurance, maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

Upon completion of construction of the improvements, the Unit Owner shall maintain the interior thereof at the Owner's expense and the cost of exterior maintenance and repairs incurred by the Association shall be assessed to the Unit Owner as a Limited Common Expense or Service Charge based on such methodology as the Board may approve in accordance with Article 6 of this Declaration or as may be set forth in a separate recorded Agreement between the Owner and the Association which agreement shall control in the event of any conflict with this Section that cannot be otherwise resolved. Insurance and any incremental costs of insurance of the improvement shall be governed in accordance with Article 10.

Notwithstanding any other provision of this Section, no enclosed or roofed over improvements are permitted in the patio/deck/porch limited Common Element areas \V1.thout the prior written consent of the Board in its sole discretion.

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 aclmowlcdged 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.

ARTICLES
CONDOMINIUM ASSOCIATION

§5.1 The Association. The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of ail Unit O;,vners, 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 Chvner, 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.

§5.2 Board of Directors Powers. The affairs of the Association shall be governed by a Board of Directors, the exact number and qualifications of which shall be established as set forth in the Bylaws of the Association. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, or in this Declaration, the Board of Directors may act on behalf of the Association and shall have all of the pow·ers necessary or appropriate for the administration of Association.

§5.3 Bylaws. The Amended and Restated Bylaws of the Association are attached hereto as **Exhibit E.**

§5.4 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 use of heaters and other appliances, the use and appearance of the Common Elements and Limited Common Elements and any portions of the Units which can be seen from outside the building or from any Common or Limited Common Elements, requirements for smoke and carbon monoxide detectors, mandatory water heater replacements, washing machine hoses, smoking and the use of tobacco on the Common Element areas, hours of use for any recreational areas, 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 Owners notice and an opportunity to be heard but the failure of an 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 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.

Any Rule and Regulation adopted by the Board of Directors may be amended or revoked and new Rules and Regulations may be adopted at a duly called meeting of the members of the Association by vote of a two-thirds (2/3) in percentage interest of all Unit Owners, which vote shall be binding on the Association and the Board of Directors.

ARTICLE 6
FINANCIAL MATTERS

§6.1 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 Propcrty, 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" means 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 Elcmcnt is assigned in proportion to the relative Common Expense Liabilities of such Cnit(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 Exprnscs.

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 1603-11 S(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 mcans of assessments as set forth herein and by all other persons liable in accordance with this Declaration.

§6.2 Allocation and Payment of Assessments for Common Expenses. The total amount of Common Expcnscs shall bc asscs!:ied to the Unit!:i 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 thc relative Common Expense Llabilitics as set forth herein.

(b) Llmited Common Expenses. If the Board of Directors determines that a Limited Common Expense uniquely and disproportionately benefits a single Unit or multiple Units in a manner which is not approximately in accordance with the general relative Common Expense Liabilities among all Units, then such Limited Common Expense may then be assessed solely against the benefited Unit(s) benefited in proportion to the relative Common Expense Liabilities of such l7nits 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 from time to time, that Limited Common Expense may thcn be assessed solely against the Unit benefited.

(c) Utility Expenses. Any electricity, water, sewer serving the Common Elements and the expenses for the maintenance, repair and replacement of these systems, if any, shall be assessed to each Unit as a Common Expense.

For electricity and fuel services, water and sewer serving each Unit if separately metered, 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 fuel 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.

(d) *Liens and Enforcement.* E,ich 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, Declaration, Bylaws and the Rules and Regulations.

(e) *Eme P,enry Assessments.* Cpon determining that emergency circumstances exist which requires an immediate assessment of the Unit Owners, the Board of Directors may, make an additional Common Expense assessment, not to exceed an amount equal to two (2) current months of regular Common Expense assessment for each Unit unless a greater amount approved by the Unit Owners.

(f) *Special .4.ssessments.* In order to fund significant improvement, repair or renovation projects and associated costs, the Association may make special assessments for such Common [•'.xpenses 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 Hoard of Directors, and ratified by the owners if/when required under Section 6.7 below ("Special Assessments").

§6.3 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 or to improvements to the Common Elements made by a Unit Owner, whether previously or hereafter made. 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 he foreclosed in like manner as a mortgage on real estate. The rccordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit 0\-vner, 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 Llmitcd 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 Board of Directors for the use and maintenance of water, sewer, cable television, internet, natural gas, and/or other utility services and equipment, if not separately metered and billed by the public utility supplier, may be measured scparatdy by such methods and systems established by the Board of Directors in their discretion. The expense of any utility charges for water and sewer services and of associated equipment maintenance and repair and reasonable reserve allowances, if not separately metered and billed by the public utility supplier, may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge;

(iii) lncreases 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 at the request of a Unit Owner with the Association's hazard insurance carrier, as determined by the Board of Directors; and

(iv) Service charges as established pursuant to other provisions of this Declaration.

§6.4 Borrowing and Pledge. The Board of Directors shall have the authority to borrow and to pledge, assign and grant a security interest covering all Association revenues and assets 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, subject to approval by a majority vote of the Unit Owners present and voting as required by the Maine Condominium i'.1.Ct.

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

(a) 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-t\.velfth (l/12th) of the common charges for Common Expenses, 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 member shall pay the foregoing amounts 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 Byla\vs or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the lJ nit 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 hut 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 six (6) years after the full amount becomes due if so limited by the Condominium Act, hut 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 delinquem, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the llnits; 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, ct seq., as they or their equivalents may be amended or modified from time to time.

(b) If any Cnit 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. Unless otherwise determined by the Board, a late charge in the amount of $25 or such other amount as may be established under the Rules and Regulations as amended shall apply when any payment due to the Association is past due as provided in the Rules and Regulations, which late charge shall he immediately due and payable. If such late charges and Common Expenses, Limited Common Expenses, Special Assessments and Services Charges are not paid when they were due, then interest shall be charged on all past due amounts calculated retroac6vdy back to the date when originally due.

(c) If such payments arc not received within sixty (60) 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 ail 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 also suspend any right or privilege appurtenant to the Unit including without limitation parking and voting rights and prohibit the other use of the Common Elements but the Association may not deny a means of access to the Unit or "\V-ithhold services provided to a l;nit or a Unit Owner by the Association if the effect of \Vithholding 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, ,md 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. In any action brought by the Association to foreclose a lien on a unit because of unpaid common charges, the Owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall he entitled to the appointment of a receiver to collect the same. The manager or Board of Directors acting on behalf of the Association shall have the power to bid and acquire such Unit at a forcclosme sale and to lease, mortgage, convey, or othenvise deal with tht: 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, ,..,ith 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 rtvo (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 he 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 gain 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.

§6.6 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 Expenses, Limited Common Expenses assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer. 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, Senricc Charges, etc. arising prior to the conveyance.

However, any such grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a resale certificate from the Association setting forth the amount of the then outstanding past due unpaid Common Expenses, Special 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 for the resale certificate 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 st.atement. 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 for other amounts, interest, late fees and costs of collection accruing or becoming due thereafter.

§6.7 Budget. The 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 51% vote of all Unit Owners, provided that for Special Assessments due after the end of the Association's current budget year the affirmative approval of a majority vote of all the Unit Owners shall be required if so required hy the Condominitm1 Act.

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 Board of Directors.

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.

The requirements for the adoption and Unit Owners' approval of Special Assessments and emergency assessments are set forth above.

ARTICLE? MAINTENANCE AND USE

§7.1 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.

§7.2 Maintenance of Common Elements. Generally the Association shall he 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, snm:vplowing, interior pathways, roadways (excluding any public way maintained by the Town of Scarborough) and parking areas that are Common Elements or Limited Common Elements, area lighting, trash pickup to the extent not provided hy the municipality, and compliance with the sewer and drainage system maintenance obligations established by any governmental agency, all as determined by the Board of Directors. Each Unit Owner shall promptly notify the Association of any defects in the Common Elements (including the Limited Common Elements) that the Association is responsible for the maintenance and repair of. 1f such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit (hmers, 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 3.5 and/or 4.4 in good condition and repair.

§7.3 Maintenance of Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, including but not limited to the limited element driveways allocated to each Unit, all as determined by the Board of Directors; provided, however, that each Unit Owner shall be responsible for the regular maintenance and upkeep of Limited Common Element backyard areas, any flower and gardening improvements installed in the Common Elements and/or Limited Common Elements, and for the maintenance, repair, cleanliness, and snow removal from the Limited Common Element patios, decks and porches; prnvidcd, however, that the Association may elect to provide such services and assess the Units therefore as a Service Charge, Limited Common Expense, or as a part of the general Common Charges.

The Association may assess the costs of maintenance, repair and replacement of the Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall he uniquely and disproportionately for the benefit of such Un.it(s) only, as may be determined from time to time by the Board of Directors.

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 Un.it 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.

Notwithstanding anything to the contrary, and for the elimination of doubt, the Association, at the discretion of the Board, may elect to assess the costs of maintenance, repair and replacement of the Limited Common Elements, including but not limited to patios, decks, and balconies, and green houses either as (i) a general common expense payable by all Units in the Association **OR** (ii) as a limited common expense to the Cnit(s) so benditted, all as may be determined from time to time by the Board of Directors.

§7.4 Maintenance, Repair and Replacement of Units, Exterior Lighting, Windows and Doors. Each Unit Owner shall keep, maintain, repair and replace her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a neat, attractive, clean, safe and sanitary condition in compliance \Vith building and life safety codes, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shal1 maintain, repair and replace the exterior light bulbs which are controlled from inside the Unit, the door bells and vents and ducts which serve their Unit exclusively. Freestanding lights and light posts shall be maintained and repaired by the Association.

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.

Without limiting the foregoing, each Unit Owner shall provide for the ordinary maintenance and repair and for replacement of individual windows, doors, garage doors, sliding patio doors, screens, storm windows and storm doors, attic access doors, and their components consisting of window and door locks, glass, slides, hinges, tracks, knobs, automatic openers, and hardware, *in* good condition and repair, together with the painting of the interior surfaces of the exterior windows and doors, and the ordinary washing and cleaning of interior and exterior surfaces of door and window glass, but the Association may elect to provide the ordinary maintenance and repair services for such components and assess the benefitted Units for the resulting expenses as a limited Common Expense assessment, a Service Charge or as a part of the general Common Expense assessments. All such activities shall be subject to the Rules and Regulations including without limitation, restrictions on the brand and model of replacement doors and windows and the qualifications of contractors providing such work.

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

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 deposit baby wipes, hand wipes, feminine hygiene products, or similar materials into the sewage system, nor shall they 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: (i) replace water heaters and washing machine hoses; (ii) repair and maintain any dehumidifiers and sump pumps; (iii) have any chimneys and fireplaces used during the year professionally cleaned; (iv) have dryer vents cleaned periodically, and (iv) install and maintain smoke and carbon monoxide detectors, gas fuel detectors and other life safety devices, as required by applicable law. Unit Owners shall be strictly liable for any water damage to the Common l. lements or to another Unit resulting from the failure of their water heaters, washing machine hoses and accessories.

The Board of Directors may also direct that basements and/or attic areas and crawl spaces may be used only for dry storage of goods at the risk of the Owner, without obstructing the free How of air and ventilation.

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 or replacements required by this Article. Each Unit Owner shall perform his or her responsibilities in such manner as shall not unreasonably disturb or interfere \Vith 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\ insurance, the Unit Owner shall be responsible for (i) payment of any insurance deductible, if any (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 othenvise responsible due to the fault or negligence of the Unit Owner.

§7.5 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 such Owner's Unit, any other Unit or of the Common I•:Jements 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 'Cnit 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 tights of subrogation against such Unit Owner.

§7.6 Use and Occupancy Restrictions. L:ach 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 complete set of housekeeping (i.e., 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.

(b) *Aia:ximtmt NumberqfUnit Occupants.* No more than two (2) persons may occupy a bedroom in a Unit, such that no more than six (6) persons may occupy a three (3) bedroom Unit. The term "occupy" shall mean staying in a Unit for more than ten CJ 0) nights in a calendar month. The Board of Directors may adopt and amend Rules and Regulations further interpreting and governing the maxirnum number of persons who may occupy a Unit.

(c) *Ins1trance.* No activities shall be carried on or materials used or kept in any Unit or any of the Common Elements that will increase the rate of insurance for the Property, or any part therm£, \vithout 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/Jll al uses.* No Unit or Common Element shall be used so as to create a nuisance, hazard or an unreasonable interference with the peaceful enjoyment of any other Unit or the Common Elements or to carry on any illegal activities. By way of example, nuisances shall include but not be limited to (i) excessive noise during any quiet hours as determined by the Board of Directors in the Rules and Regulations, and (ii) the transference of smoke from a lit or smoldering product containing tobacco, cloves, marijuana or similar products, including but not limited to cigarettes, cigars, or pipes, that travels or passes outside the boundaries of that Unit into the Common Elements or another Unit.

No Unit 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 ordinary household animals such as dogs, cats, fish and small birds per Unit, 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 I lements.

All pets arc 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. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors. All residents must be in compliance with all municipal rules and ordinances relating to pets.

No dogs, cats or other pets shall be permitted outside of a Unit except (i) on a leash attended by a responsible person or (ii) in areas expressly designated by the Board of Directors as "off-leash" area(s), if any. The designation of "off-leash" area(s) shall be at the sole discretion of 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 interferes with the safety and quiet enjoyment of the Property then upon notice to the Unit Owner and opportunity to be heard the Board of Directors may expel any offending pets and animals from the Property.

(f) *Fire Sqfe!J and Noise Control* No person shall impair or remove or alter any of the acoustical, sound-deadening, or fire-resistant material or any smoke or carbon monoxide detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater qualities after securing proper written permission from the Board of Directors. The Board of Directors may establish quiet hours pursuant to reasonable and more detailed Rules and Regulations.

(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 Town of Scarborough.

(h) *Persona! Proper(y.* 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, porches and patios kept in a neat and attractive condition or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(i) *Elecftical* 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, 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.

Additional major appliances including without limitation hot tubs, generators and furnaces and permanently installed space heaters, beat pumps, radon systems, air conditioners may not be installed in a Unit or Limited Common Elements except '\\'i.th the prior written consent of the Board of Directors, which may also adopt Rules and Regulations regulating and requiring the periodic replacement of water heaters located in individual Units at the owner's expense.

(j) *Govemmental Requirements.* All Unit Owners, Unit Occupants, their families, guests, and in.vi.tees 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 Town of Scarborough. A Unit Owner shall hold the Association and other Unit Owners ham1less from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(k) *U7ater and Sewer:* The sewage system shall be used only for ordinary household purposes. Since the \vater 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.

(1) *Heatin/,·* Every Unit Owner must at his o\\-n 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 fifty-five degrees (55°) F. ln 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. The Board of Directors may adopt Rules and Regulations regarding the installation of auxiliary heating systems and appliances to ensure their proper installation, use and maintenance.

(m) Entry doors to every Unit, and any other door within the Unit where integral utility or other common element or limited common clement systems are housed, shall remain on the Association's master key system to allow access by the Association and such agents as may be authorized by the Board of Directors. If these doors are not on the master key system, the Association and its agents shall have no liability for any damage created by gaining entry into the Unit or to the Unit's integral systems should access be required for an emergency. The cost to maintain the Unit on the master key system is a Unit expense.

(n) *·vents) lf:7ater Heater.r, and Hoses.* Bathroom vents, dryer vents and exhaust fans shall not be vented directly into the attic or crawl space areas, and the free flow of air through attic ventilation shall not be obstructed. All such fans must vent directly into the open air and meet all standards established by the Town of Scarborough. The Association may adopt Rules and Regulations requiring the periodic maintenance or replacements of or specifying the types of water heaters and washing machine hoses.

(o) *fireplaces, Stoves, and Chitl1n€ys.* All Unit Owners shall install and operate all approved wood burning stove and other solid fuel burning devices strictly in accordance with local, state, and national ordinances and laws and the regulations and such rules as may be adopted by the Association. Each Unit Owner shall properly clean and maintain the chimney flues serving the Unit. No Unit Owner may install a propane fireplace insert within a Unit without approval from the Board. All firewood must be stored within a Unit's garage, and may not be stored outside of the Unit, including within the Common Elements.

§7.7 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, \V-ithout hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

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

(b) 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 0\\'11er to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expern;e, all as may be further governed by the Rules and Regulations.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element '\Vithout the prior written approval of the Board of Directors, except a single small non-illuminated sign indicating the Unit address on the door to such Unit or for such other signs as pem1itted 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) *Obstntction/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 as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibiliry.* Neither the Board of Directors, the Association, nor any Unit Owner, shall be considered a bailee of any personal property stored on the Common Elements or Limited Common lJements (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.

§7.8 Parking. Motor vehicles may be parked only in the Limited Common Element parking spaces assigned to each Unit, or in the Unit's garage; provided, however, that parking may be permitted in any additional portions of the Common Elements expressly designated for parking from time to time by the Board of Directors. No parking shall be permitted in areas designated as "no parking areas" by the Board of Directors, nor shall any person park so as to block access to the parking space assigned to another Unit Owner or restrict emergency vehicle access.

Other than the Limited Common Element parking spaces assigned to a Unit and any designated handicap parking, any Common Elements designated by the Board of Directors as parking shall be used by the Unit Owners and their tenants on a short term, "first come, first served" hasis or as the Board of Directors may otherwise detem1ine or as otherwise provided in the Condominium Documents.

The parking spaces are provided for the parking of private motor vehicles and shall nor be used for the parking or storage of commercial vehicles, buses, trailers, motor homes, carnping trailers, all-terrain vehicles, snowmobiles and snowmobile trailers, and vehicles with a gross weight of over 8,000 pounds or boats, except with the prior written approval of the Board of Directors. A..ll vehicles must be in operable condition and fully licensed for operation on public highways and insured for operation on public highway.

Unit Owners who are not in good standing in the payment and performance of their obligations to the Association may have their rights to use the parking spaces, including Limited Common Element parking spaces, suspended or terminated.

The Board of Directors may adopt and amend further Rules and Regulations governing the parking of vehicles, including without limitation the number of vehicles permitted per Unit (including motorcycles) that may be kept on the Property.

No person shall park in front of another Unit Owner's Limited Common Element parking space, on the lawn, in front of the mailboxes or in any paved swale or block access to designated parking spaces.

No inoperable or unregistered 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 on the Property without the prior written approval of the Board of Directors in its discretion. :Ko snowmobiles, all-terrain vehicles or similar items may he operated on the Property.

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 kin<l and no junk or derelict vehicles or other vehicle on which current registration plates are not displayed shall he kept upon any of the Common Elements. Vehicle repairs, other than ordinary light maintenance, are not permitted on the exterior areas of the Property.

All persons arc required to move parked vehicles in a timely manner in order to facilitate snow plowing and removal.

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

§7.9 Leasing

(a) No Unit may be leased for transient purposes and no Unit may be leased for a period of less than one (1) year without the prior written approval of the Board of Directors in its discretion. No portion of any Unit (other than the entire Unit) shall be leased or rented for any period of time. No unit owner shall rent 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 and 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 Unit Owner shall comply with all life safety requirements for rental properties, including without limitation the installation and maintenance of functional smoke and carbon monoxide detectors;

(iii) The Board of Directors has the pmver 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 lJnit 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 sixty (60) 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 shall, promptly follo\'lring the execution of any written lease of a Unit, forward a true copy thereof to the Board of Directors or to the property manager.

The Board of Directors shall have the power to adopt reasonable Rules and Regulations further governing and interpreting leasing so long as said Rules and Regulations do not materially increase the scope of the restrictions set forth herein and are not otherwise in conflict with this Declaration and the Bylaws. i\ny new rule or regulation that materially expands the restrictions on leasing of Units shall require an amendment to the Declaration.

The foregoing provisions of this paragraph 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 persona! 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 O\vners 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 foregoing provisions of this paragraph 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.

(c) Notwithstanding anything contained herein to the contrary, except v;rith the prior written approval of the Board of Directors, in its sole and absolute discretion: (i) no more than ten percent (10%) of the Units in the Condominium, being four (4) of the forty-four (44) Units, shall be leased at any given time, and (ii) no Unit Owner that owns more than one Unit shall lease more than one **(1)** Unit at any given time. The term Unit Owner in section (ii) in the preceding sentence shall include any affiliate of a Unit Owner, including but not limited to any entity \Vith common or related beneficial ownership. Accordingly, Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Association that no more than the maximum allowed number of Units are then actively under lease and that the Unit Owner may only then enter into a lease for his or her Unit.

§7.10 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 public utilities, or resulting from electricity, water, sewage, snow or ice which may leak, fall or flow from, back up, or settle on 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 or occupant of any Cnit 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, set-off, dir:ninution 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 8
EASEMENTS

§8.1 Utilities, Pipes and Conduits. Each Unit O\-vner 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, 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.

§8.2 Owner 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 'Nithout limitation 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.

§8.3 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 work is reasonably necessary for life and property 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 1)e immediate, whether or not the Unit Owner is present at the time.

All Unit Owners shall provide the Association or the Managing Agent either (i) with the name, address and phone number oflocal person(s) who have keys to their llnit readily available for emergency access and shall update such information if it changes, or (ii) with a working copy of any key(s) required to gain entry to each Unit which shall be used solely to gain emergency access. If no such information or key is provided, then 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 \vhich entry is authorized.

§8.4 Support and Encroachments. Each Unit and the Common Elements arc 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 F,lements 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 easerncnts appurtenant thereto shall exist.

§8.5 Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit arc 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 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 arc a part of or serve any Unit but which encroach into a part of the 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 J]ement 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 any other Unit, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE9
RIGHTS OF MORTGAGE LENDERS ON UNITS

§9.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant A11ocated Interests. Except as provi<led 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 Unit.

§9.2 Identification of Mortgagee. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§9.3 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 A.ct, 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.

§9.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holdc.:r 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 fltst 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 re9uest 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.

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

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

111. The expiration, cancellation or material modification of insurance required to be maintained un<ler the Declaration or Bylaws of the Association;

1v. 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;

v1. Change in the Al1ocated 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;

v111. The conveyance or subjection to a security interest of any portion of the Common Elements;

1x. 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.

§9.5 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 \Vith the Condominium Act and Section 9.4 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:

1. Voting rights in the Association;

11. 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 twenty-five percent (25%) over the prior year;

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

1v. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common I<'.lement or rights to their use;

v1. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

v11. Convertibility of Units into Common Elements or vice versa;

v111. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

1x. Hazard insurance or fidelity bond requirements;

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

x1. 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;

x111. 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

xv1. Any provisions of this Article.

Wbcn 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 Si.xty-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 fifty-one percent (51%) of the votes of Units that are subject to such mortgages \Vhich are held by 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 sixty (60) calendar days after the notice is received.

§9.6 Mortgagee Priority. No provision of the Condorninium 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.

§9.7 Records. An Eligible l\fortgage 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 an<l 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 10
INSURANCE

§10.1 General. 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.

§10.2 Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect a broad "special form[11] fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious rnischicf, 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 lJ nits, and the fixtures, equipment, supplies and personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *exceptit1g* 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(,o) 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, hut 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 $10,000 or one (1) percent of the policy's face amount unless approved by a majority vote of the Unit Owners.

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 or due to exclusions and limitations in the Association's policy. 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 othe1wise 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 O\-vner 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) "inflacion guard," when it can be rea<lily obtained.

(ii) That any "no other insurance" clause shall expressly exclude indiv-i.dual 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 10.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include a11 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) w uve any prov1s1on 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 includes betterments and improvements to a Unit installed after the original construction, but Unit Owners \vho arrange for the newly installed improvements must report betterments and improvements to the Association so that it may maintain adequate insurance and the Board of Directors may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements. Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining betterments, upgrades and improvements that have not been properly reported.

§10.3 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 one hundred percent (100%) of the amount of the insurance proceeds for the faithful performance of their duties as insurance tmstee. Subject to the provisions ofthis 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 arc 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 1603-11301) of the Condominium Act, or (iii) the Con<lominiurn is terminated in whole or part.

§10.4 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 lJements, 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, \,Vhich shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit O\-vner; 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.

§10.5 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:

1. 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;

11. 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;

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

1v. No act or omission by any Unit Owner, unless acting "\J.'ithin 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

v. 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.

§10.6 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) \vorkers' 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(1/,> of the insurable value of the Property or the maximum coverage available under the appropriate national flood insurance Administration program. The Board of Directors 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°/ti) 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 Boar<l 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 he 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).

§10.7 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 thirty (30) 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.

§10.8 Owner's Separate Insurance. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominiw11 insurance policy (for example, form type H0-6 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 dcductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability as well as upon any improvements made by hirn to his Unit under coverage normally called [11]improvements and betterments coveragc[11] to the extent not insured by the Association. Each Unit Owner should also consider obtaining at bis or her mvn 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 i\ssociation to be brought into contribution with insurance coverage obtained by a Unit Owner. AH 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. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit.

Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining whether or not the Unit O\1:ner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

ARTICLE11
DAMAGE OR DESTRUCTION.

§11.1 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

111. One Hundred percent (100'%) 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 (i) 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 hy the Rules, (ii) the cost of damage which is uninsured due to damage from water leaks and seepage originating from within their Unit or is uninsured due to failure to maintain heat, and also for (iii) the costs of repairing damage to betterments, upgrades or other improvements unless insured under the Association's policy. For improvements in any 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 <lamage to such improvements.

§11.2 Application oflnsurance Proceeds. If the entire Property is not completely repaired or replaced:

1. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a con<lition compatible with the remainder of the Condominium;

11. the insurance proceeds attributable to Un.its which are not rebuilt, including \Vithout limitation the interest in the Common Elements and in the Limited Common Elements, shall be distributed to such Unit Owners and their mortgagees; and

111. the remainder of the proceeds shall he held in trust to be distributed to the Unit O\vncrs 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 12 of the Declaration governs the distrihution 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 confim1ation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the Unit Owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

§11.3 Utility Services/Limitation of Liability. Except to the extent othcnvise 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 clements or by the O\vner 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 set-oft: 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 12
TERMINATION OF CONDOMINIUM

§12.1 Termination. In accordance with the Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Unit Ourners 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.

§12.2 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 13.
EMINENT DOMAIN.

§13.1 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 Un.it 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, an<l 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 an<l 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.

§13.2 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 Element or as may othcnvisc benefit the Condominium as determined hy a Court of competent jurisdiction must be equally divided among the o\vners 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.

§13.3 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 14
AMENDMENTS

§14,1 General. Certain amendments to this Declaration may be made by the Unit Owners under Act Sections 1602-108(6), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113 J), Subdivision of Units, or 1602-118(6) of the Condominium Act or as otherwise permitted herein. Other amendments may he unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common FJemcnts, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a).

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) The terms of the following procedures shall apply to an amendment of this Declaration:

(i) *Proposal and Notice.* i\n amendment to the Declaration may be proposed by either hy the Board of Directors or by Unit Owners holding at least twenty (20) percent of the voting interest 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 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 lJnit \vithout the unanimous consent of all affected owners.

(iii) *By U:7rittr:n 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.

§14.2 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.

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

ARTICLE 15
GENERAL PROVISIONS

§15.1 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 filing suit for injunctive relief, and/or (b) take such further action as permitted under this Declaration, the Byla"vs, and the _Rules and Regulations, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (cl) enter the llnit or Common Elements iri 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 shal1 not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. ln any such enforcement action or proceeding, or the successful defense of a lawsuit brought hy an owner against the Association, or disputes over the interpretation of the Condominium Documents, 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 18'½) per annum, if the Association is the prevailing parry.

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

§15.2 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, sect.ion, clause, phrase, or word in other circumstances shall not be affected thereby.

§15.3 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 cvcm, 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.

§15.4 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.

§15.5 Captions. The headings in this Declaration are for purposes of reference *only,* and shall not limit or othen.vise 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.

§15.6 Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural shall include the singular, and the use of any one gender shall be deemed applicable to all genders.

§15.7 Power to Interpret. Any dispute or disagreement with any person 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.

ARTICLE 16

NOTICES

§16.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting tl1e Condominium sh211 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 t.lie 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 noti.£.catlon 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 Associariori.., or if no such address :is so designated, the address of the Unit of such Unit Cwner who is the record o,vner thereof.

(b) *Notice to the Jfssociatiou.* All notices, demands, statements or other communications affecting t..he condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delive:red personally, secur.ng a written receipt therefore, or sent by United States mail, postage prepaid :return :receipt requested, addressed to the .A.ssociation 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 nr other cotnm:ur.J.cations affecting the Condominium giv·en by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written recejpt, 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.

[SIGNATIJR..ES ON FOllOWJNG PAGE]

WI1NESS its hand and seal as of 2o 0 c:fob,-e.l' 2022.

rWHISTLER LANDING
CONDOMINIUM ASSOCIATION

Joyce Alden
Witness

By: Lynn D Olson
Lynn D Olson, its President

Joyce Alden
Witness

By: John R Lewis
John R. Lewis, its Secretary

STATE OF MAINE
Cumberland, ss

October 20 Q.o ,2022

j QV\n. LJ»,); J

_ Personally af:peared the above named '.3nr.. D\ on . in his/her/their said capactty and admowiedged the foregomg Dedarat1on to be h1s/her free act and deed, and the free act and deed of said corpo:ra:cion, before me,

Tracy E Cole

Name: \ £:.. C6l (.,
Maine Attorneaw/Nota...-y Public

TRACY E. COLE
Notary Public, Maine
My Commission Expires October 17, 2026

Exhibit A	Legal Description of Land
ExhibitB	Condominium Plat
ExhibitC	Condominium Floor Plans
ExhibitD	1'.Jlocated Interests
Exhibit E	Condomicium AssociatiO".a. Bylaws

Exhibit A
- Legal Description -

Phase I

A certain lot or parcel of land located in the Town of Scarborough, County of Cumberland, State of Main, located southerly of Eastern Road, so-called (being the former bed of the Eastern Railroad)

COMMENCING on the southerly sideline of the Eastern Road at the northwesterly corner of land now or formerly of Rocco C. and Marcia A. Risbara (formerly Hamlin), also known as Patccl B ·,

THENCE, running S 03° 30' 32" W, along said Risbara land, a distance of 790.00 feet to a pomt;

THENCE, running N 87° 23' 19" W, along other land of Declarant 0)eing proposed Phase II), a distance of 131.23 feet to a point;

THENCE, running S 76° 42' 17" W, along said other land of Declarant, a distance of 300.04 feet to a point;

THENCE, running N .1° 20' 18" E along said other land of the Dcclarant, a distance of 120.20 feet to a point;

TIIENCE, running N 84° 33' 35" W along said other land of the Dcclarant, a distance of 42.19 feet to a point;

THENCE, tunning N 03° 10' 47" E, along said other land of Declarant, a distance of 81.12 feet to a point;

TTIENCE, running N 87° 41' 39" \v', along said other land of Declarant, a distance of 74.56 feet to a point;

THENCE, running S 37° 08' 48" W, along said other land of Dcclarant, a distance of 41.40 feet to a point and other land of Declaranr (fututc Land Phase IV);

THENCE, running N 83° 17' 25" W, along said other land of Declarant, a distance of 25.68 feet to a point;

THENCE, running N 37° 17' 55" W, along said other land of Declarant, a distance of 284.62 feet to a point and the easterly sideline of a turnaround on the Eastern Road;

TlH/,NCE, running on a curve to the right along the SO'lltherly sideline of Eastern Road on an arc with a radius of 100.00 feet, a distance of 156.76 feet, as measured along said arc to a point;

THENCE, running N 64° 37' 52" E along said southerly sideline of Eastern Road, a distance of 786.81 feet to the POINT OF BEGINNING.

Containing 9.3 acres, more or less.

Being the same premises designated as Land Phase I as depicted on a Plan entitled "Phasing-Whistler Landing" prepared by Richard A. Manthorne, dated May 1986.

TOGETIIER WITH the following easements over said land known as Whistler Landing Phase II (Parcel II as described herein) to Eastern Road:

A. A perpetual 20 foot wide casement for the installation, maintenance, repair, and replacement of an underground sewage line and for the installation, maintenance, repair, and replacement of a pumping station and electric lines servicing said pumping station, running across Phase II as depicted on said plan; said sewer easement aforesaid is created subject to the perpetual right of the Declarant, its successors and assigns, to relocate the foregoing casement at its expense and to connect into said sewer mains and utilize the pumping station and force main, provided that all expenses of the operation, maintenance, repair and replacement of said sewer lines, force mains and pumping station (excluding said rights of relocation) shall be paid by each benefited parcel as a covenant running with the land in proportion to the numbe.r of completed dwelling units utilizing the same.

B. A perpetual easement for the drainage of smface water along the eastern sideline of Phase II so called and thence to the transitional marsh area so called all as depicted on said plan.

SUBJECT TO THE FOLLOWING EASEMENTS AND RESTRICTIONS:

A. A perpetual 30 foot wide casement for the installation, maintenance, repair, and replacement of an underground sewer line and/ or force main running from Phase II along the easterly sideline of Phase I to Eastern Road and thence along Eastern Road, all as depicted on said Plan; said sewer easement aforesaid is created subject to the perpetual right of Rocco C. Risbara,Jr., and Marcia A. Risbara, their respective heirs, successors and assigns, to connect into and to utilize said sewer lines, mains, pumping station and force main, provided that all expenses of the operation, maintenance, repair, and replacement of said sewer lines, force mains, and pumping station shall be paid by each benefited parcel as a covenant running with the land in proportion to the number of completed dwelling units utilizing the same;

B. A. perpetual easement for ingress and egress on foot and by vehicle to and from Eastern Road, for the installation, maintenance, repair and replacement of underground utility lines, pipes, conduits, wires and ma.ins, and for the installation, maintenance, repair and replacement of roadway or pavement, over and adjoining Whistler Landing Road and the roads leading therefrom and passing through Phase I, all as depicted on said Plan;

C. Rights of the public and others in and to those portions of the Premises lying seaward of the highwater mark of the Nonesuch River and riparian rights of others in and to the Nonesuch River;

D. Easements and tights grants by **R.** Risb,1ta Construction Co., Inc. to the Portland Water District, dated September 9, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7375, Page 153;

E. Those matters and restrictions set forth on the Plan of \\i'histlcr Landing, Scarborough, Maine by Richard A. Manthome approved by the Town of Scarborough's Planning Board on June 9, 1986 and recorded in the Cumberland County Registry of Deeds in Plan Book 157, Page 59;

F. Site Location of Development Order issued by the Maine Department of Environmental Protection, dated May 26, 1986 and recorded in the Cumberland County Registry of Deeds in Book 7203, Page 50.

Phase II

J\ certain lot or parcel of land located in the Town of Scarborough, County of Cumberland, and State of Maine, located on the southerly side of Eastern Road, so-called (being the former bed of the Eastern Railroad).

COMMENCING at a point on the westerly line of land now or formerly of Rocco C. Risbara, **Jr.** and Marcia A. Risbara (formerly Hamlin), which point of beginning is located a distance of 790.00 feet S 03° 30' 32" \\/ from the southerly sideline of I::astern Road at which point of beginning is also the southeasterly corner of land now known as Whistler Landing Condominium Phase **I;**

THENCE, running S 03° 30' 32" W, along said land of Risbara, a distance of 688.96 feet to a point and land now or formerly of the State of Maine;

THENCE, running S 79° 48' 04" \Y/, along land now or formerly of the State of Maine a distance of 495.88 feet to a point;

THENCE, running N 09° 47' 12" W, along land now or formerly of R. Risbara Construction Company, Inc, a distance of 402.30 feet to a point;

THENCE, running N 23° 15' 39" \\/, along said land of R. Risbara Construction Co., Inc., a distance of 72.63 feet to a point;

THENCE, running along said land of R. Risbara Construction Co., Inc., on a curve to the right having a radius of 30.00 feet, a distance of 53.17 feet to a point.

THENCE, running along said land of R. Risbara Construction Co., Inc., on a curve to the left having a radius of 245.00 feet, a distance of 113.25 feet to a point;

TIIENCE, running N 33° 23' 45" W, along said land of **R.** R.isbara Construction Co., Inc., a distance of 70.35 feet to a point;

THENCE, running along said land of R. R.isbara Constmction Co., Inc., on a curve to the left having a radius of 175.00 feet, a distance of 72.19 feet to a point;

THENCE, running N 65° 47' 18" W, along said land of R. Risbara Construction Co., Inc., a distance of81.69 feet to a point;

THENCE, running N 06° 06' 17" E, along said land of R. Risbara Construction Co., Inc., a distance of 188.07 feet to a point;

THENCE, running N 37° 08' 48" E, along said land of R. Risbara Constrnction Co., Inc., a distance of 41.40 feet to a poim;

TllENCE, running S 87° 41' 39" E, along said land ofR. Risbara Construction Co., Inc., a distance of 74.56 feet to a point;

THENCE, running S 03° 10' 47" \-X-', along said land of R. Risbara Construction Co., Inc., a distance of 81.12 feet to a point;

THENCE, running S 84° 33' 35" E, along said land of R. Risbara Construction Co., Inc., a distance of 42.19 feet to a point;

THENCE, running S 03° 20' 18" W, along said land of R. Risbara Construction Co., Inc., a distance of 120.20 feet to a point;

THENCE, running N 76° 42' 17" E, along said land of R. Risbara Construction Co., Inc., a distance of 300.04 feet to a point;

THENCE, running S 87° 23' 19" E, along said land of R. Risbara Construction Co., Inc., a distance of 131.23 feet to the POINT OF BEGINNING.

Containing 9.3 acres, more or less, all bearings are magnetic North 1980.

Being the same premises designated as Whistler Landing Future Construction Phase II as depicted on a Plan entitled, "Phasing - Whistler Landing," prepared by Richard A \fanthorne, dated May 1986, as revised February 27, 1987 and recorded in said Registry of Deeds in Plan Book 164, Page 19.

TOGETHER WITH the following easements over said land known as Whistler's Landing Phase I to Eastern Road:

A. A perpetual 30 foot wide easement for the installation, maintenance, repair and replacement of the w1derground sewer line and/or forced main running from Land Phase II along the easterly sideline of Land Phase I to Eastern Road and thence along Eastern Road, all as depicted on said Plan; said sewer casement aforesaid is created subject to the perpetual right of the declarant to connect into said sewer mains and utilize the pumping station and force main, provided that all expenses of the operation, maintenance, repair, and replacement of said sewer lines, forced mains and pumping station shall be paid by each benefited parcel as a covenant running witl1. the land in proportion to the number of completed dwelling units utilizing the same;

B. A perpetual easement for ingress and egress on foot and by vehicle to and from Eastern Road for the installation, maintenance, repair, and replacement of underground utility lines, p:ipes, conduits, wires and mains, and for the installation, maintenance, repair an<l replacement of roadway and pavement, over and adjoining \X/histler Landing Road and all the roads leading therefrom passing through Land Phase I, all as depicted on said Plan;

SUBJECT TO THE FOLLOWING EASEMENTS:

A. A perpetual 20 foot wide easement in favor of the Dcclarant, Rocco C. Risbara, Jr., et ex and their respective heirs, successors and assigns for the installation, maintenance, repair and replacement of an underground sewage line and for the installation, maintenance, repair and replacement of a pumping station and electric lines servicing said pumping station, running across Land Phase II as depicted on said Plan;

B. Said sewer easement aforesaid is created subject to the perpetual right of the Declaram, its successors and assigns, to connect into and to utilize said sewet mains, lines, the pumping station, and forced main, provided that all expenses of the operation, maintenance, repair, and replacement of said sewer lines, forced mains, and pumping station shall be paid by each benefited parcel as a covenant tunning with the land in proportion with the number of completed dwelling units utilizing tl1e same;

C. A perpetual .10 foot wide easement in favor of the Portland Water District, its successors and assigns as shown on said Plan, passing through Land Phase II, so-called, for the purpose of installing, maintaining, repairing, and repL'1cing water mains, pipes, lines, and other required materials or equipment for the provision of water supplies;

D. A perpetual casement for the drainage of surface water along the eastern side of Land Phase II, so-called, and thence to the transitional marsh areas so-called all as depicted on said Plan; an<l

E. The Declarant's rights as set forth in the Declaration.

F. The following "Screened Porch Agreements" by and between the Association and individual Unit owncr(s) and/or their predecessors-in-title:

The entire above-described property, including both **Phase I** and **Phase II** arc subject to the follo\v:ing agreements of record:

A. A certain Development Agreement regarding Land Phases I and II, by and between the Association and Ken-y D. Anderson, dated September 23, 1993 and recorded in the Cumberland County Registry of Deeds in Book 110.1i4, Page 292;

B. A certain Development Agreement regarding Land Phases III and IV, by and between the Association and Kerry D. Anderson, dated June 13, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11739, Page 332;

C. An Agreement and Consent benveen the Association and Kerry D. Anderson, dated September 22, 1995 and recorded in the Cumberland County Registry of Deeds in Book 121.14, Page 273;

D. The following Screened Porch Agreements by and behveen the Association and:

i. Joseph J and Mary L. Doucette (Cnit 1), dated December 18, 1992 and recorded in the Cumberland County Registry of Deeds in Book 11754, Page 205;

ii. Ruth Foster (Unit 2), dated June 2, 1993 and recorded in the Cumberland County Registry of Deeds in Book l1681, Page 39;

iii. Robert Young and Mary Young (Unit 27), dated July 9, 1996 and recorded in the Cumberland Cow1ty Registry of Deeds in Book 12849, Page 158;

iv. Bill and Beverly Thombs (Unit 34), dated /\ugust 22, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12215, Page 301; and

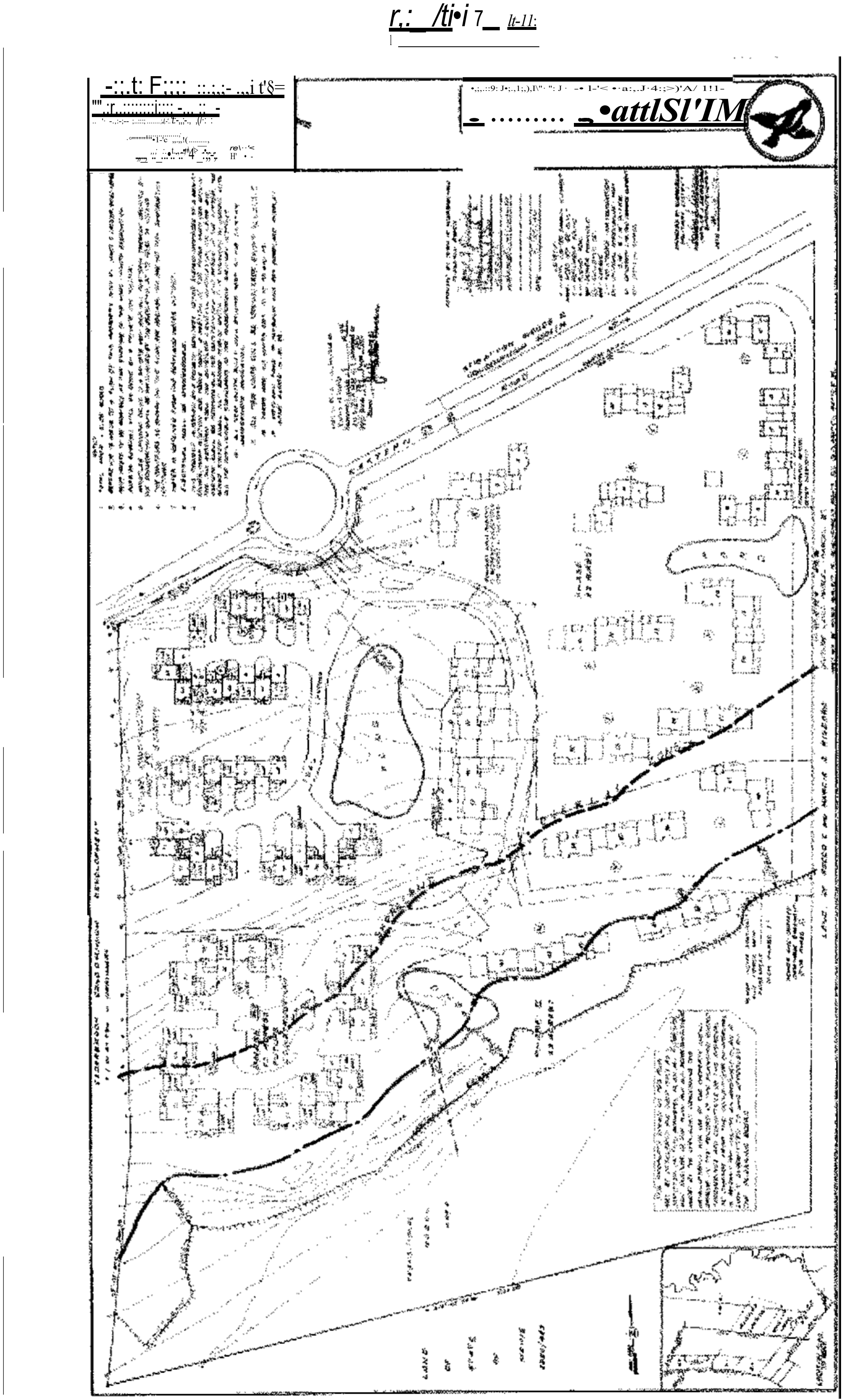
v. Gordon and Diana Steams (Unit 40), dated August 6, 1992 and recorded in the Cumberland County Registry of Deeds in Book 10343, Page 259.

E. The following Roof\Vindow Agreements for Unfinished Rooms by and between the Association and:

i. Ilarris M. and Shelly W. Putnam (Unit 46), dated May 14, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13092, Page 24; and

ii. Juliette and David Stokes (Unit 47), dated May 14, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13092, Page 29.

Exhibit B
Condominium Plat



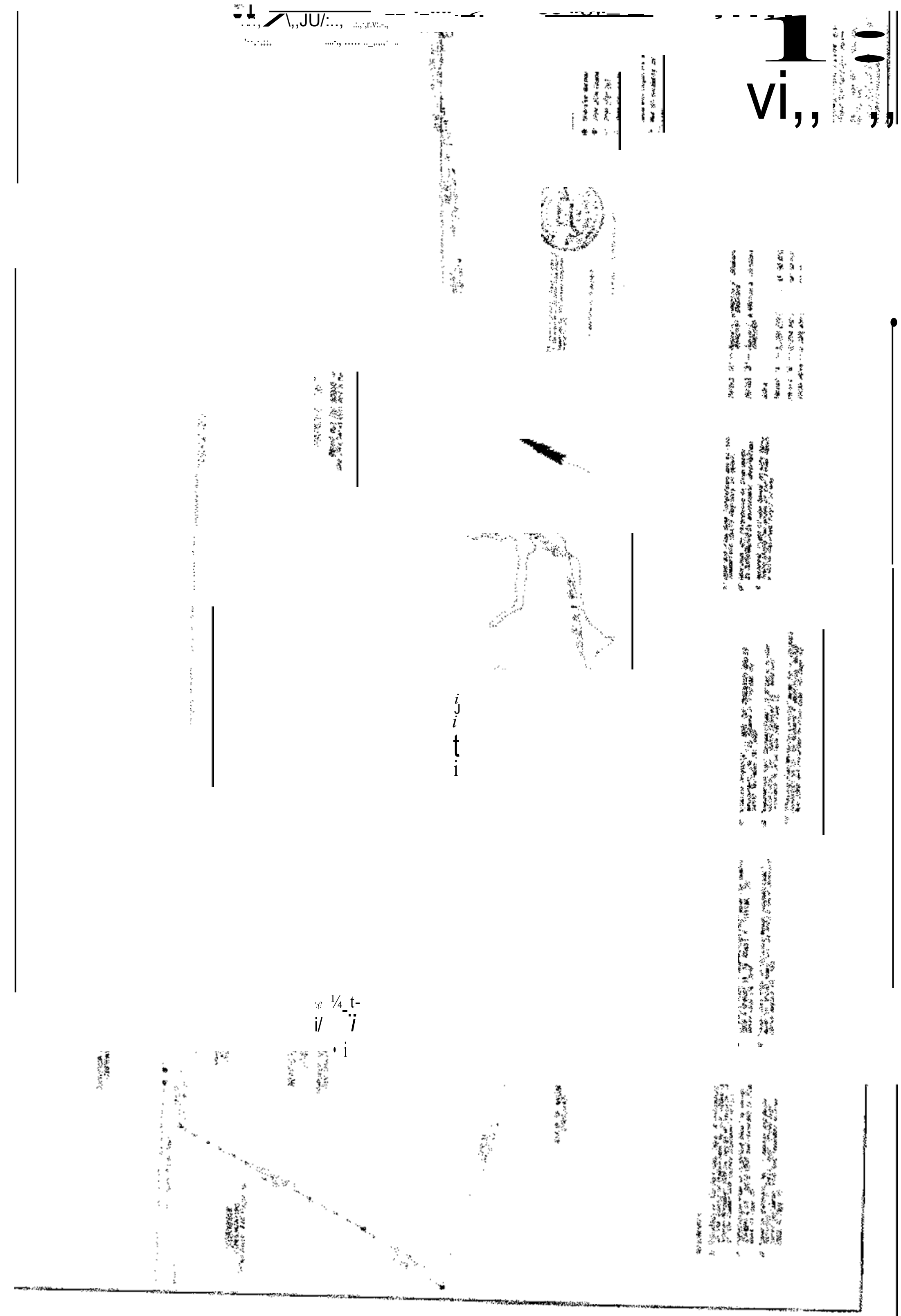
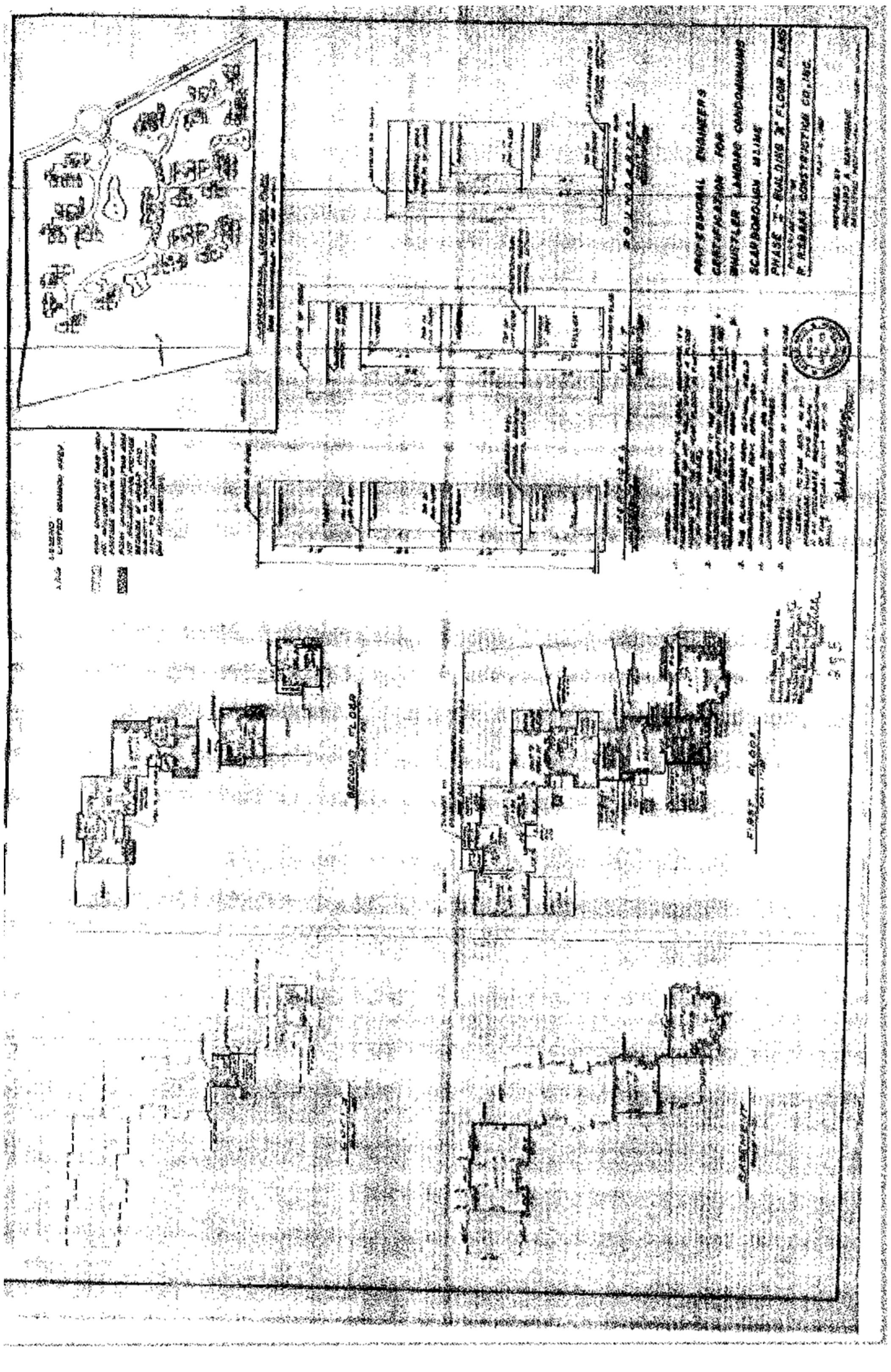
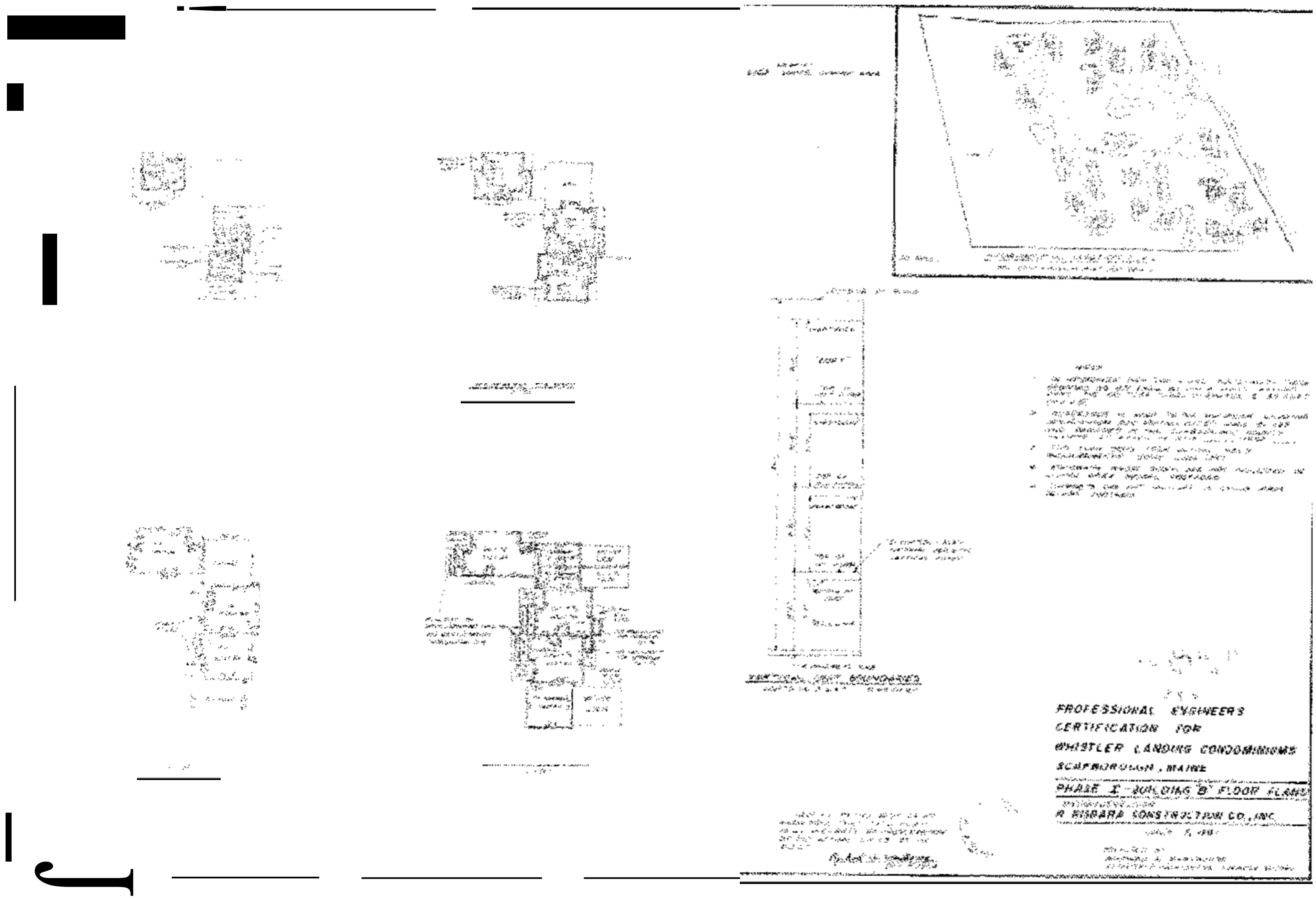
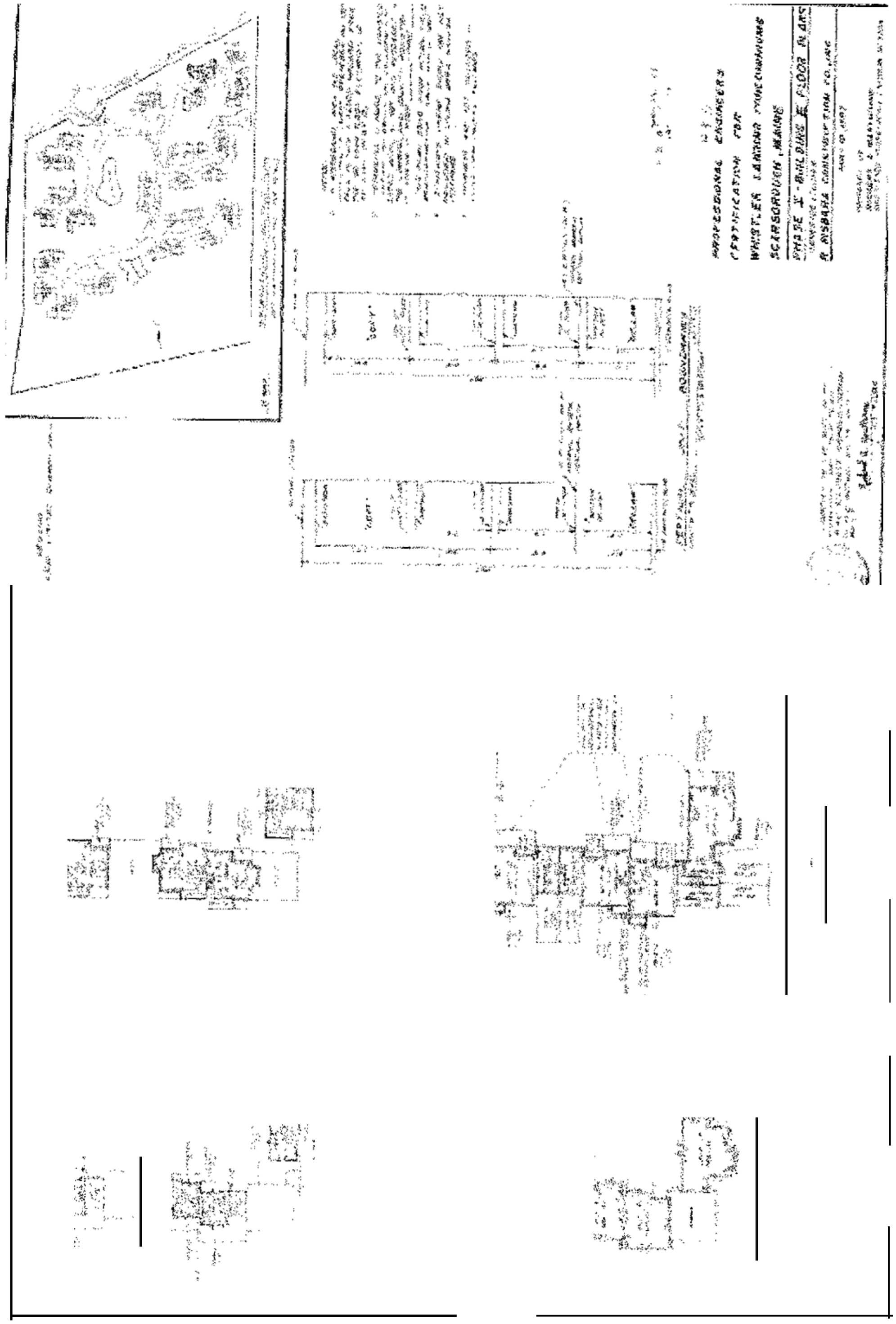
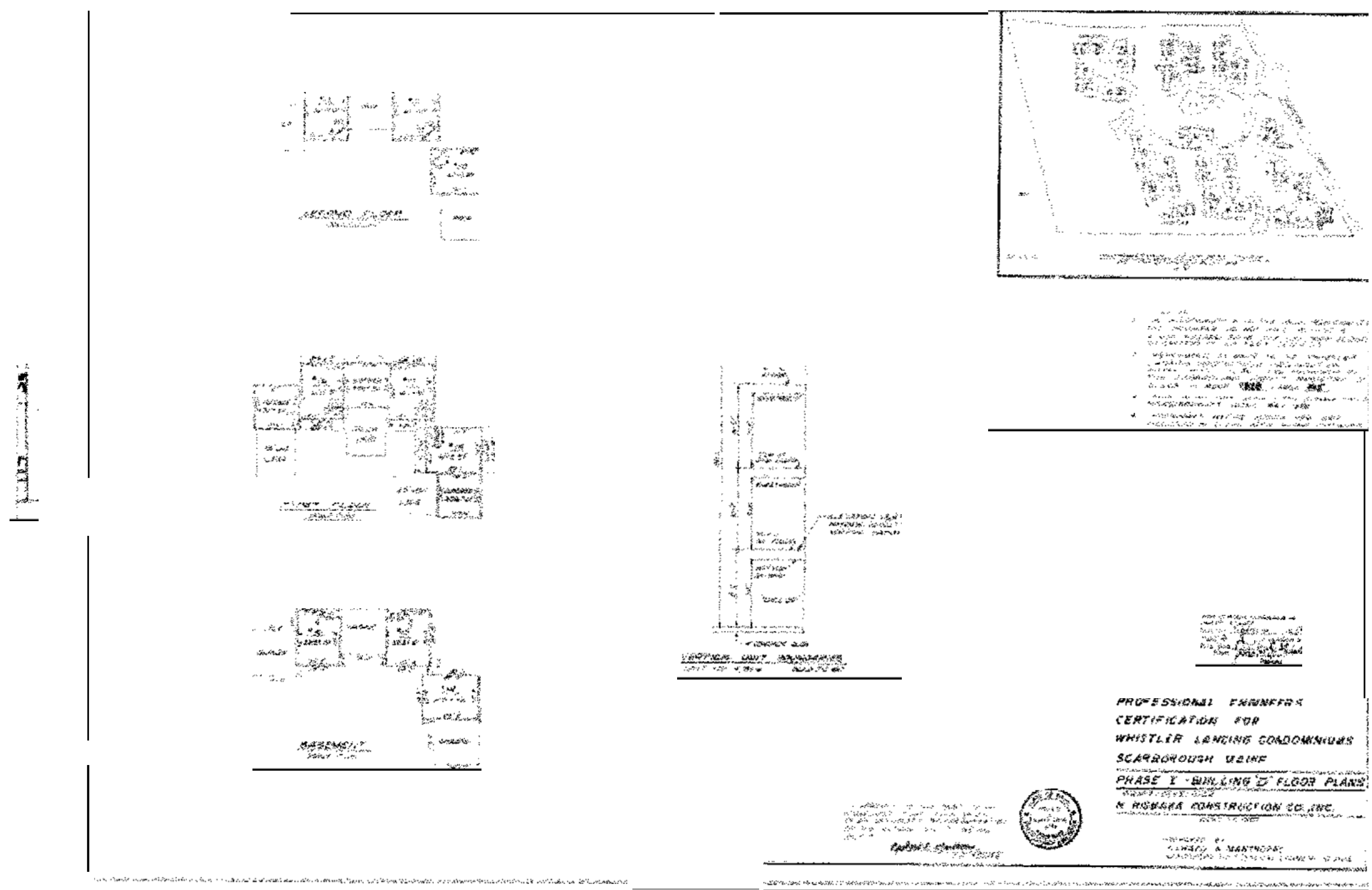


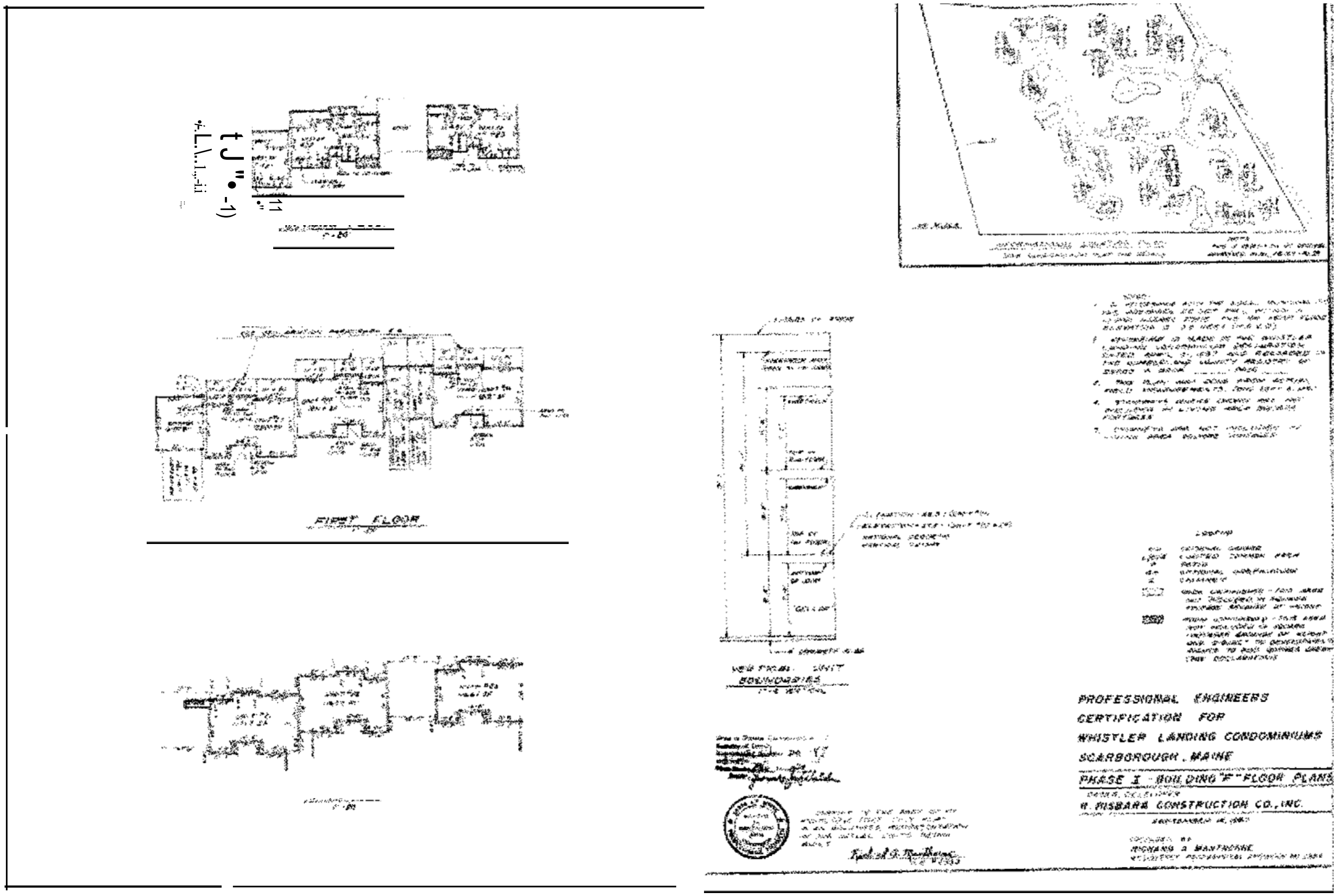
Exhibit C
Floor Plans

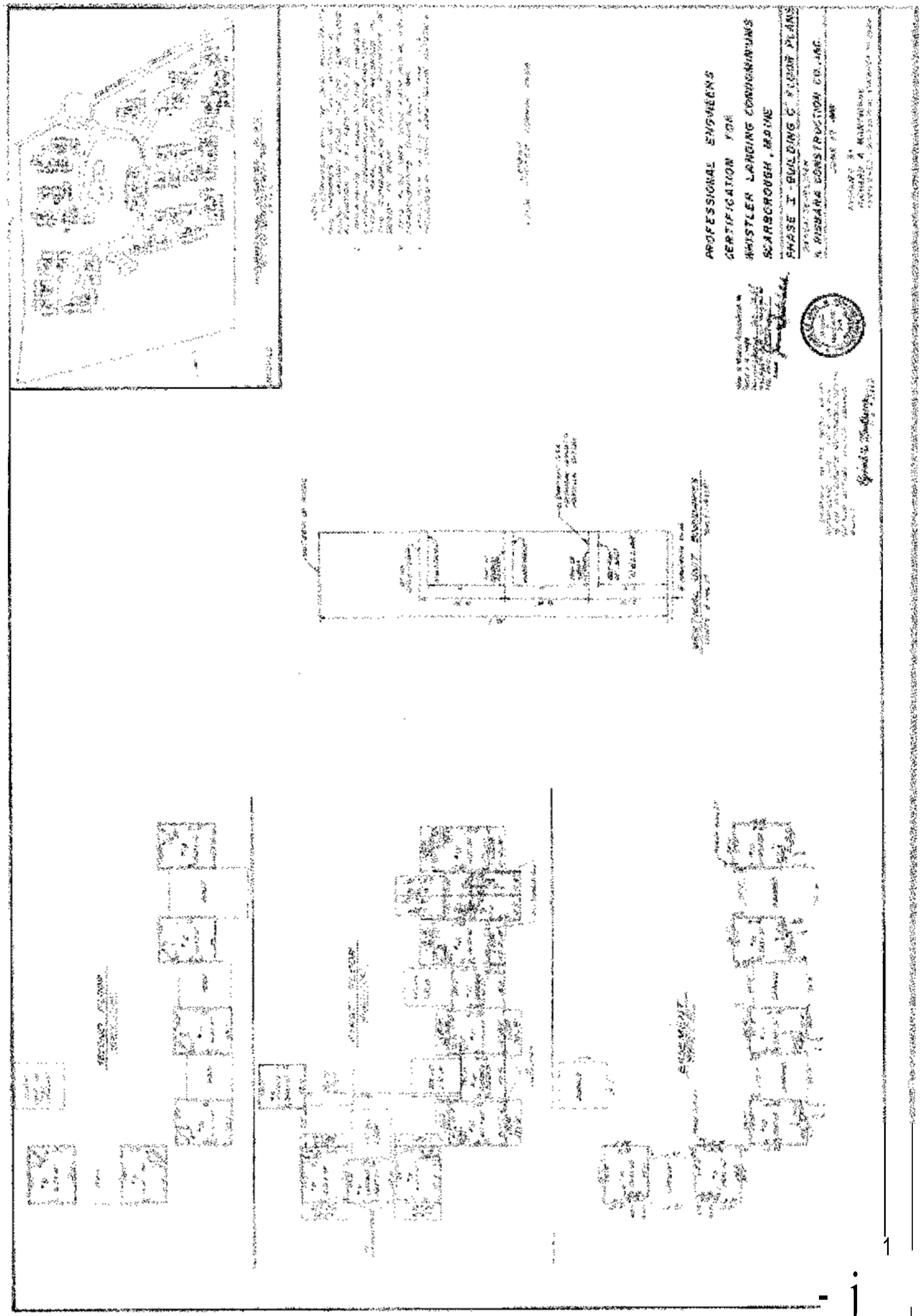


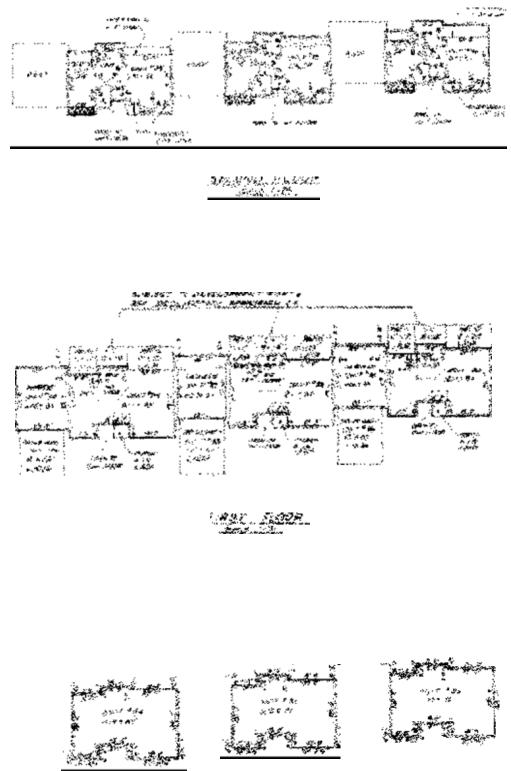

VERTICAL UNIT BOUNDARIES
PROFESSIONAL ENGINEERS
CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH, MAINE
PHASE I - BUILDING "B" FLOOR PLANS
R MISSARA CONSTRUCTION CO., INC.


PROFESSIONAL ENGINEERS
CERTIFICATION FOR
SCARBOROUGH, MAINE


PROFESSIONAL ENGINEERS
CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH MAINE
PHASE I - BUILDING 'D' FLOOR PLANS


FIRST FLOOR
PROFESSIONAL ENGINEERS
CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH, MAINE
PHASE I - BUILDING "F" FLOOR PLANS
R. RISBARA CONSTRUCTION CO., INC.


PROFESSIONAL ENGINEERS
CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH, MAINE
PHASE I - BUILDING C FLOOR PLANS
HISBANA CONSTRUCTION CO., INC.

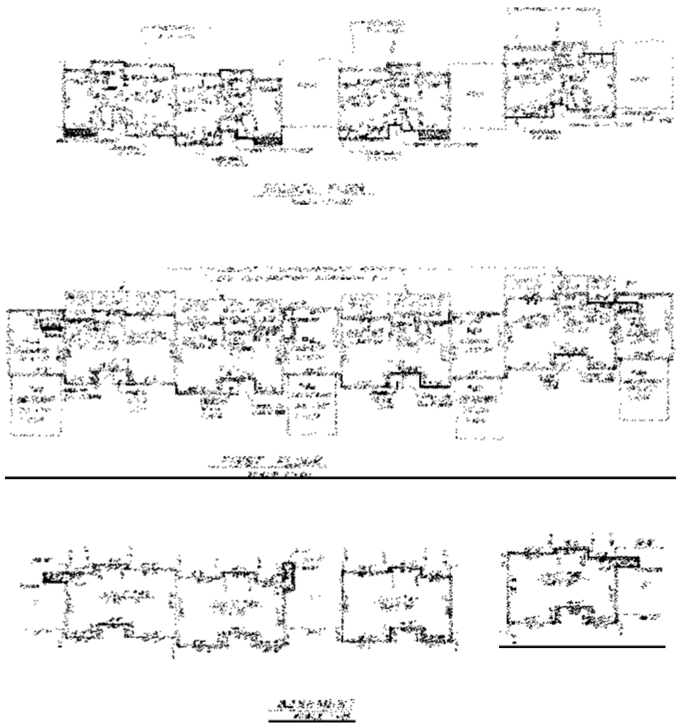


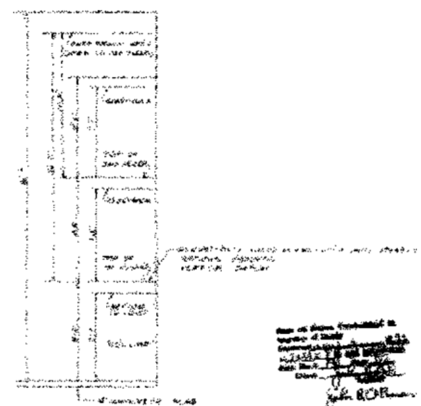
VERTICAL UNIT BOUNDARIES

PROFESSIONAL ENGINEERS CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH, MAINE

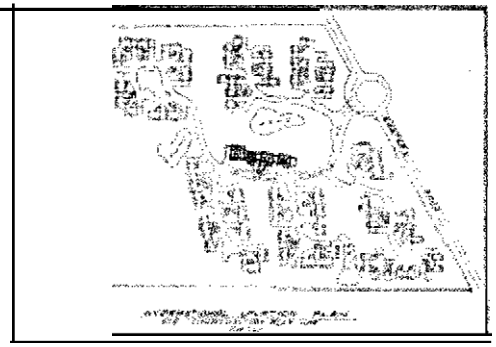
PHASE II - BUILDING H FLOOR PLANS

R. RISBARA CONSTRUCTION CO., INC.





VERTICAL UNIT BOUNDARIES



PROFESSIONAL ENGINEERS CERTIFICATION FOR

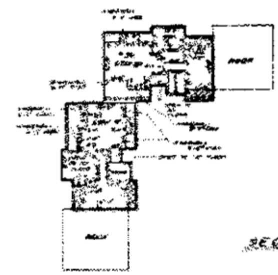
WHISTLER LANDING CONDOMINIUMS

SCARBOROUGH, MAINE

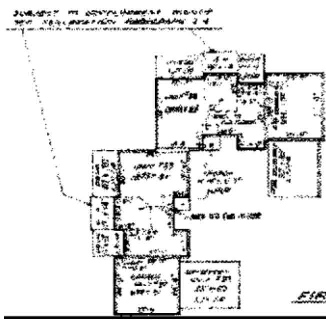
PHASE II - BUILDING "J" FLOOR PLANS

KERRY ANDERSEN

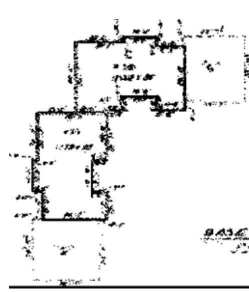
PREPARED BY
RICHARD A. HAWTHORNE



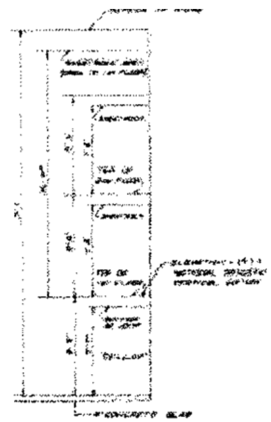
SECOND FLOOR



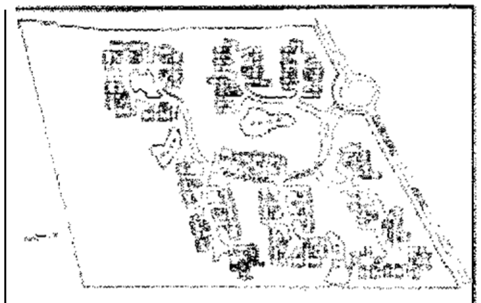
FIRST FLOOR



BASEMENT



VERTICAL UNIT BOUNDARIES



PROFESSIONAL ENGINEERS CERTIFICATION FOR WHISTLER LANDING CONDOMINIUMS SCARBOROUGH, MAINE

PHASE III - BUILDING "L" FLOOR PLANS

R. RISBARA CONSTRUCTION CO., INC.

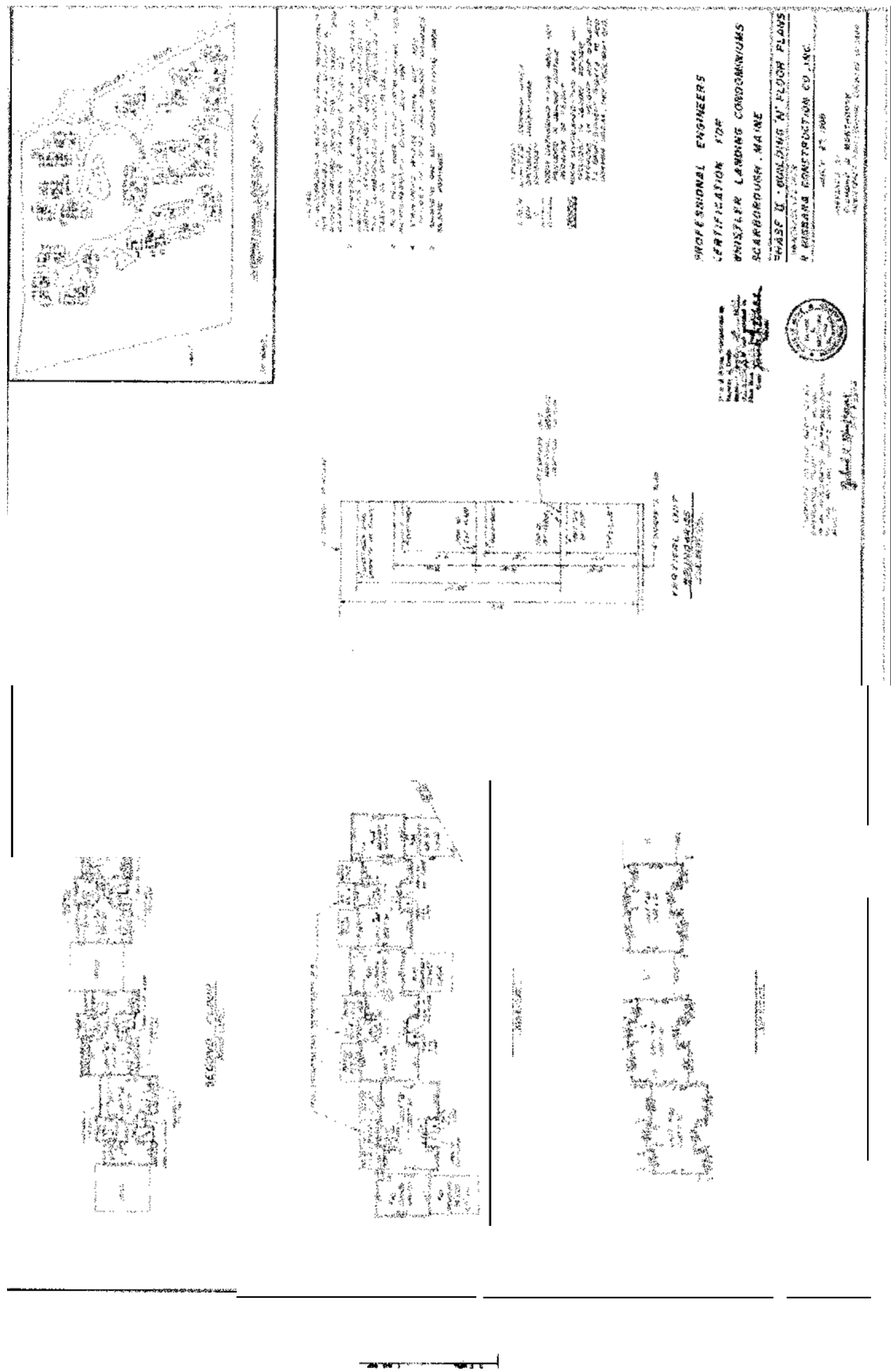

PROFESSIONAL ENGINEERS
CERTIFICATION FOR
WHISTLER LANDING CONDOMINIUMS
SCARBOROUGH, MAINE
PHASE II BUILDING 'N' FLOOR PLANS

Exhibit D
Allocated Interests

Unit# **Allocated Ownership Interest And Percentage of Common Expenses** **Vote**

Unit	Building	Votes	¾of Common Expense Liability
1	A	1	2.65
2	A	1	2.48
3	A	1	1.70
4	A	1	1.89
5	B	1	1.91
6	B	1	1.71
7	B	1	1.83
8	C	1	1.76
9	C	1	1.76
10	C	1	1.79
11	C	1	1.78
12	C	1	1.72
13	C	1	1.71
14	D	1	1.76
15	D	1	1.76
16	D	1	1.74
17	E	1	1.89
18	E	1	1.71
19	E	1	1.71
20	E	1	1.69
21	F	1	2.60
22	F	1	2.45
23	F	1	2.47
24	G	1	2.71
25	G	1	2.50
26	G	1	2.55
27	H	1	2.64
28	H	1	2.65
29	I	1	2.70

30	I	1	2.77
34[1]	K	1	2.65
35	K	1	2.66
36	I(	1	2.66
37	L	1	2.57
38	L	1	2.59
40	M	1	2.64
41	M	1	2.64
42	N	1	2.68
43	N	1	2.66
44	N	1	2.69
45	J	1	2.62
46	J	1	2.68
47	J	1	2.64
48	J	1	2.63
TOTALS		44	**100%**

[1] Note: There are no Units numbered 31, 32, 33, or 39.

Exhibit E

AMENDED AND RESTATED BYLAWS
OF WHISTLER LANDING CONDOMINIUM ASSOCIATION

"'*******
TABLE OF CONTENTS
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AMENDED AND RESTATED BYLAWS
OF
WHISTLER LANDING CONDOMINIUM ASSOCIATION

ARTICLE 1.
CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the Property known as Whistler Landing Condominium (the "Condominium") located in the Town of Scarborough, Cumberland County, Maine and governed under the Maine Condominium Act, 33 **MRSA** §§1601-101 et seq. pursuant to the Condominium Declaration which is being Amended and Restated in its entirety concurrently herewith pursuant to the Amended and Restated Declaration (the "Declaration") and recorded in the Cumberland County Registry of Deeds, to which these Bylaws are an Exhibit. The name of the corporation is the Whistler Landing 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 I lements, and all casements, 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 (hereinafter the "Board of Directors," the individual members of which arc called "Board Members").

Section 1.03 Office. The principal office of the Association shall be located at the principal office of the Association's management company, or if then: is no management company, at the Property.

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 operate as 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 i\faine, 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:

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 property 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 1:\vo (2) or more Unit Owners on matters affecting the Condominium, and the Association shall he <leeme<l to he the attorney-in-fact of each Unit 0\-vner 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 fot late payment of Common I<',xpense 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 Board Members, and maintain directors' and officers' liability insurance;

N. Pledge, assign and grant a security interest covering all revenues including rc.:gular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses \'\:ith respect to the Common Elements, subject to the approval of a majority vote (i.e. more than 50%) of the Unit Owners;

0. 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 and the.: Maine Condominium 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 nonprofit 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 111.
ASSOCIATION OF OWNERS.

Section 3.1 Membership. The Association shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following tem1ination 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 during the month of October as designed by the Board of Directors. 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 convenient 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 fifty percent (50r¼>) 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, President or any other person designated by the Board of Directors shall promptly cause notices of the meeting to be sent to all Unit Owners. No business may be conducted at a special meeting except as stated in the notice of the meeting.

Section 3.4 Notice of Owners Meetings. A written notice of each meeting of the Unit Owners, 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 amendmcnt(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or Board Member) shall be sent at the direction of the President or Secretary or by another person designated by the Board of Directors or their designec at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, provided that for meetings to consider the rejection of a budget or budget amendment notice shall be accompanied by a mailing of the budget summary if so required by Section 1603 103(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed \V:ith 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 the Unit Owner or leaving it at the Unit, 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. By email or other types of electronic communications in compliance with the Condominium Act if specifically authorized by the Unit Owner.

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 Unit Owner shal1 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 for Owners .\:leetings. The order of business at all meetings of the Unit Owners shal1 be generally as follmvs, if applicable:

A. Roll call.

B. Proof of 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. Approval of the Budget

I. Unfinished business.

J. New business.

K. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Board of Directors, 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 that in the event of conflict of Robert's Rules of Order with these Bylaws or the Declaration or any applicable provisions of the Rules and Regulations, as the case may be, then the later documents shall prevail.

Section 3.8 Quorum. The presence in person or by proxy at the beginning of any meeting of the Association of the Unit Owners whose aggregate voting interest constitutes not less than fifty percent (50%) 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 \Vas once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough Unit Owners to leave less than a quorum.

Section 3.9 Voting.

A. As set forth in the Declaration there is one (1) vote per Unit. 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 Lnit 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 the vote allocated to that Unit. If more than one of the multiple owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority of the Unit Owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the vote allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. The vote 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, the Secretary's designee, or other person designated by the Board of Directors, which proxies may be submitted in person, by mail, or as an electronic or scanned copy of a duly signed \vritten proxy either transmitted by facsimile machine or by electronic mail. Text emails purporting to be proxies but which do not include electronic copies of a written proxy duly signed shall not be valid. 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 or other person designated by the Board of Directors of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. 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. The Board of Directors shall have the authority, in its discretion, to allow the casting of votes by electronic transmission at meetings of Unit Owners and at meetings of the Board of Directors. Any vote that is cast hy electronic means shall be exercised in the manner provided by these Bylaws and in any additional electronic voting 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 meeting minutes and has the same effect as an in-person vote or a vote by proxy.

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 Directors. Unit Owners participating in any meeting of the Association by means of remote electronic communication shall be deemed present and may vote, provided that the identity of the Unit Owner participating by means of remote communication is verified to the satisfaction of the Board of Directors. 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 including how to obtain any access or password requirerncnts for remote electronic participation.

E. An executor, administrator, personal represent.ative, 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.

F. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not he deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

G. F,ach Unit shall have one vote in the Association as 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 of the voting interests.

H. 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 hy these Bylaws. In the election of Board Members, 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 shall be measured against the total voting interest as set forth in the Declaration, regardless of whether or not such Unit Owners are present.

I. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via a telephonic or another type of ekctronically transmitted means 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 such services. The Association shall provide reasonable cooperation in ananging such services. The Board of Directors' decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the .Association may be adjourned from time to time to such place and rime as may be determined by the Board of Directors 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 husiness that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners \-Vithout 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 \-Vrittcn 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 or other person designated by the Board of Din.:ctors as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

AR'T'ICLE IV.
BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors \\'1th respect to which the number of Board Members may be increased or decreased at the annual meeting by majority vote of those Unit Owners present, but there shall be no less than three (3) Board Members nor more than nine (9) Board Meml)ers. No decrease in the num her of Board Members shall have the effect of shortening the term of any incumbent Board Member. Board Members shall be the owner or the spouse of an owner of a Unit, or if a Cnit 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 Notwithstanding anything to the contrary, no more than one individual owner for each Unit may serve as a Board Member at any given time such that a husband and wife who jointly own one Unit cannot both serve as Board Members at the same time. The number of Board Members may be changed by vote of the Unit Owners at an annual meeting, provided that a reduction in the number of board members shall not shorten the term of any incumbent board member.

Section 4.2 Election and Term of Office and Resignation. Each Board Member shall be elected to serve a term of t\Vo (2) years; provided, however, that a Board Member shall hold office until his or her successor has been elected and has taken office. A Board Member who replaces another Board Member before his or her or her term expires shall serve out the remaining term of such Board Member, subject however to the provisions of Section 4.6. The terms of the individual Board Members shall be staggered such that one-half (1 /2) of the members of the Board of

Directors shall be replaced at each annual meeting. A Board Member may at any time resign his/her office by a resignation in writing delivered to the President or Secretary.

Section 4.3 Powers and Duties. The Boar<l of Directors shall generally act on behalf of the Association, shal1 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 0\-vners.

In accordance with the Maine Nonproflt Corporation Act, a Board Member 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 Board Member reasonably believes to be in the best interests of the Association.

In discharging the Board Member'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 Board Member 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 Board Member reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which the Board Member is not a member, as to the matters ,vithin its jurisdiction, if the Board Member 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 Unit 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 Comm.on 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 1\:Ianagement 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, bur not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies. A vacancy caused by the expiration of a Board Member's tenn, resignation, or the removal of a Board Member by a vote of the Unit Owners shall be temporarily filled by vote of the remaining Board Members until the replacement is elected by the Unit Owners at the then or next annual meeting provided however that if the Unit Owners vote to remove a Board Membet they may elect a replacement Board)\:1embet at that Owners' meeting without need to give express notice of such election. All such replacement Board Members elected by the Owners shall serve for the remainder of the unexpired term of the former Board Member.

Section 4.7 Removal of Board Members. At any regular meeting or special meeting duly called, any one or more of the Board Members may be removed with or "\vithout cause by a majority vote of all the Unit Owners. Any Board Member 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 Board Members or officers for their services as Board Members 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. Board Members and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as and if approved by vote of the Board of Directors.

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 Boanl Notice of regular meetings of the Board of Directors shall be given to each Board Member, 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. In any event, the Board of Directors shall meet at least three (3) times each fiscal year (in addition to the Annual Meeting of the Board of Directors) unless all members of the Board of Directors shall waive such requirements as to a particular meeting or meetings.

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 Board Members then in office. Three (3) days' notice of special meetings shall be given to each Board Member personally or by delivery to his or her Unit, or by telephone or, if an email address is provided by the Board Member then by email, which notice shall state the time, place and purpose of the meeting.

<u>Section 4.12 Waiver of Notice bv Board Members.</u> Before or after any meeting of the Board of Directors, any Board Member may, in \Vriting, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance hy a Board Member at any meeting of the Board without objection shall be a waiver of notice by him or her of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

<u>Section 4.13 Required Notice of Board Meetings to Unit Owners.</u> In accordance with the Maine Con<lominium 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 of Directors, 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 (even if email transmission is not otherwise specifically authorized by the Owner) 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.

<u>Section 4.14 Attendance at Board Meetings by Unit Owners.</u> 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 the presiding officer may establish, individual Unit Owners may speak at meetings of the Board of 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.

<u>Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet.</u> At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least a majority of Board Members then in office shall constitute a quorum for the transaction of business. The acts of the majority of the Board Members 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 he transacted without further notice.

Board Members may attend any meeting via a telephonic or 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 electronic means, at which they may hear and be heard by other Board l'vlembers, but Board Members 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 Board Members at its expense.

<u>Section 4.16 Unanimous Action.</u> Each Board Member shall be entitled to cast one (1) vote. J\ vote of the majority of the members of the Board of Directors present at any meeting at which a quorum is present shall bind the Board of Directors for all purposes unless otherwise provided in the Declaration or these Bylaws. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if all of the Board 1\:Iembers 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 Board of Directors' meetings and shall have the same effect as a unanimous vote.

<u>ARTICLE V.</u>
<u>OFFICERS.</u>

<u>Section 5.1 Designation.</u> The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be chosen from among the Board !embers. The Board Members may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Board Members, as in their judgment may be appropriate.

<u>Section 5.2 Election of Officers and Standard of Care.</u> The principal officers of the Association shall be elected annually by the Board of Directors at their annual meeting and shall hold office until the first meeting of the Board of Directors following the annual meeting of Unit Owners and until their successors arc 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 Un.it Owners.

<u>Section 5.3 Removal and Resignation of Officers.</u> Upon a majority vote of the Board of Directors present at ,my 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.

<u>Section 5.4 President.</u> The President shall be the chief executive officer of the Association an<l shall be a Board Member. 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 temporc may be chosen by the Unit Owners or Board Members, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which arc incidental to the office of President of a Maine business corporation.

<u>Section 5.5 Treasurer.</u> 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 1)e 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 re(1uired 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.

<u>Section 5.6 Secretary.</u> The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors and 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 he 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 Board of 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 respomible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

<u>Section 5.7 Auditor.</u> 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.

<u>Section 5.8 Amendments to the Declaration.</u> 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 ADMINISTRA.TION.

<u>Section 6.1 Accounting and Records.</u>

A. Books an<l accounts of the Association and income tax returns shall be kept un<ler 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 U.S. Postal Service 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 of Chvners 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 persons serving on the current Board of Directors 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 patty;

(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 helow 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 exc.:cutive 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 locating and 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 *in* advance that the records and information received wil] be used in compliance with these restrictions.

Section 6.2. Budget and Assessments.

A. The Board of Directors shall cause a proposed annual budget to be prepared base<l on its estimate of annual income and expenses and shaJI review and adopt a budget annually in accordance with Article 6 of the Declaration. Within thirty (30) days of the Board's adoption of the pi-oposcd budget, the Board shall send a summary of such budget to each Unit O\vner.

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 Fifty one percent (51%) vote 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.

As set forth in the Declaration and the Act, certain special assessments payable over a period extending beyond one fiscal year require the approval by a majority vote of all the Unit Owners, and in the event of an emergency the Board of Directors may make special assessments in an amount not to exceed two months common charges without need for approval by the Unit Owners.

B. The l)Udget 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 hut not limited to the following items:

1. Management and administration expenses;

11. 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;

111. 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;

1v. 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, or in other investment vehicles if approved by the Unit Owners; 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 hy 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 shov:.ring the amount of Common Charges, special assessments and Service Charges 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 Common Charges 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; provide<l, however, that if any such installment is not paid when <lue, then if not paid upon thirty (30) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full if so directed by the Board of Directors.

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 pern:nt (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the

<late 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 lJnit of such Unit Owner. Recording of the Declaration constitutes recor<l notice and perfection of the lien for Common 1 xpense 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 sixty (60) days after they become due, the Board shall be entitled to 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 posscssory remedies against the delinquent Owner's Unit under the Forcible Entry and Detainer Laws of Iainc as amended from time to time. Th1: 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 (6) years after the full amount of the assessment becomes due.

<u>Section 6.3 Service Charges.</u> 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.

<u>Section 6.4 Revised, F·'.mergencv and Special Assessments.</u>

A. <u>Revised Assessments.</u> 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. Within 30 days of the adoption of the revised budget, the Board shall call a meeting of the Unit Owners to review the budget to be held 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 a 51% (23 Units) or more vote of all Unit Owners, the revised budget shall be deemed to have been ratified whether or not a quorum is present (provided that Special Assessments extending beyond the current fiscal year require the affirmative approval of a majority of all Unit Owners per

Subsection C below). Thereafter monthly Common Expense assessments shall be determined and paid on the basis of such revision.

B. <u>I•:mergency Assessments.</u> The Board may, upon determining that circumstances exist which require immediate assessment of the Unit Owners due to an emergency, make special assessments not to exceed an amount equal to two (2) months of the amount of the current monthly Common Charges 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.

C. <u>Special Assessments.</u> With the approval of a majority of all Unit Owners, the Board may adopt a Special Assessment in order to fund or refinance the costs of restoration, renovations, repairs, and/or improvements to the Common Elements and related costs, which shall be a lien on each Unit in accordance with its .Allocated Interest and may be paid by the Unit Owners 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 he funded first from the Special Assessment and not from general Common Expense assessments against the Unit Owners.

lf 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.

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

<u>Section 6.6 Capital Improvements/Pledge</u>. The approval of a majority 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: (i) 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 Unit Owners during the prior fiscal year, exclusive of Service Charges, and (ii) the Board of Directors' exercise of its pmver 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, replacement and repairs of existing improvements shall not be considered new improvements.

Section 6.7 Use of Units. Ail 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 attomcys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common I•'.xpenses, Special Assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien securing the foregoing, 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 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, hut 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 1-cvocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all Unit Owners 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/or 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 Fidditv 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. 1t 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 Vll.
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 \vith 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. lfowever, 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 JJernents 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 INSTRUJ.\1ENTS.

Section 8.1 Instruments Generallv. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall he 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 other\Vise approved by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such casements, 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 he 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 Unit 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 \Vithin 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 Unit 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 \Vater 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 othenvise, 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. l•:tc. 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.

ARTICLEX.
IJABILITY OF BOARD J\fEMBERS AND OFFICERS.

Section 10.1 Exculpation. No Board Member or officer of the Association, acting in such capacity, shall be personally liable for acts or defaults of himself or herself or any other officer or member, or for any loss sustained by the Association or any Unit Owner, 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 Board Members) 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 pcrmitt<.:d hy 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 l ligible !V[ortgage 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.

In any dispute between Unit Owners against the Association, the Board of Directors, or the officers, employees or agents thereof in their respective capacities, prior to formally initiating any litigation, the Unit Owners involved must (i) submit their dispute for nonbinding mediation to be held at a neutral location approved by the Parties and (ii) make a good faith effort to resolve the dispute through such mediation. The mediator selected by the Patties must have prior experience with condominium issues and a substantive understanding of condominium law. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation. If the Dispute has not been resolved by the mediation process within twenty (20) business days after commencement of the process (which occurs with the first conference or telephone conference mediated by the mediator), any party may initiate litigation upon five (5) business days' notice to the other party. The procedures herein are exclusive and shall he fully exhausted prior to the initiation of litigation; provided, however, that nothing herein shall preclude a party from taking any action necessary to preclude imminent and irreparable harm, or to comply with applicable law.

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 Si..xty-Scven percent (67%)or 30 units 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 arc 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 the 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 thereo[

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 he 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.

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Register of Deeds Jessica M. Spaulding E-RECORDED

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.

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