AFTER RECORDING RETURN TO:
Rebecca D. Shiland, Esq.
Jensen Baird
P.O. Box 4510
Portland, Maine 04112-4510

CERTIFICATE OF AMENDMENT OF THE AMENDED AND RESTATED DECLARATION OF WHISTLER LANDING CONDOMINIUM
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") located 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 by that certain AMENDED AND RESTATED DECLARATION OF WHISTLER LANDING CONDOMINIUM and accompanying AMENDED AND RESTATED BYLAWS dated October 20, 2022 and recorded in the Cumberland County Registry of Deeds in Book 39809, Page 214, hereby certify that the amendments set forth below were duly adopted by the Unit Owners by a at least a sixty-seven percent (67%) in interest vote effective as of October 15, 2024 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 Amendment have been sent to all Unit Owners.

The Amended and Restated Declaration is hereby amended as follows:

1. Article 10, Section 10.2 of the Declaration is hereby amended by deleting therefrom the second paragraph thereof in its entirety, beginning with the phrase " ***Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%)...*** **" and substituting therefor the following new second paragraph:**

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, but subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate.

2. Article 10, Section 10.6 of the Declaration is hereby amended by deleting therefrom sub-Sections 10.6(iii) in its entirety and substituting therefor the following new sub-Section 10.6(iii):

(iii) Flood insurance covering the Common Elements of any buildings, or portions thereof, located within a Special Flood Hazard Area designated by the Federal Emergency Management Agency ("FEMA") in an amount equal to the maximum coverage available under the appropriate National Flood Insurance Administration program for such Common Elements. Notwithstanding anything to the contrary herein, the Association is not required to carry flood insurance on any part of the Units, any betterments or improvements to the Units or Common Elements installed by any Owner, or any personal property, and is not responsible for the costs of repair or reconstruction of damages to any Unit, betterments or improvements or personal property caused by flooding. The costs associated with a flood insurance policy that the Association is required to obtain hereunder, including but not limited to premiums and deductibles, shall be assessed to the Units located in the buildings covered by such policies as a Service Charge as permitted by Section 1603-115(c)(2) of the Act. The Board of Directors may elect to purchase additional excess flood insurance coverage and may charge the costs thereof either as a Common Expense to all Units or as a Service Charge to only the Units benefitted by such additional insurance, as determined by the Board in its discretion, provided that the costs of any flood insurance covering a Unit(s) shall be charged to the Units benefitted. Each Unit Owner should investigate and obtain, at his or her own expense, such flood insurance covering damage to his or her Unit, betterments and improvements and personal property not covered by the Association's flood insurance as the Unit Owner deems appropriate to protect his or her interests; and

(iv) A blanket or master policy shall be obtained which includes a deductible in such amount as the Board of Directors shall reasonably deem appropriate; and

3. Article 11 of the Declaration is hereby amended by deleting therefrom Section 11.1 in its entirety and substituting therefor the following new Section 11.1:

§11.1 Repair. Any portion of the Property that the Association is required to insure under Section 1603-113 of the Condominium Act that is damaged or destroyed by a casualty shall be repaired or replaced promptly by the Association unless:

i. The Condominium is terminated;

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

iii. One Hundred percent (100%) 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 or not covered due to exclusions or limitations in the Association's policy, prorated among all damaged Units if multiple Units are damaged, or such other amount established by 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, (iii) damages caused by flood or other cause typically insured under a flood insurance policy from the National Flood Insurance Administration program, except to the extent that the Association maintains a flood policy on the Unit (which it is not required to do hereunder) and receives insurance proceeds therefrom for damages to the Unit; and also for (vi) 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 damage to such improvements.

Except as expressly stated herein, the Amended and Restated Declaration of Whistler Landing Condominium is hereby ratified and confirmed. This Amendment shall become effective when it is recorded in the Cumberland County Registry of Deeds.

[SIGNATURES ON FOLLOWING PAGE]

DOC :40222 BK:41077 PG:141
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
10/24/2024, 11:42:22A
Register of Deeds Jessica M. Spaulding E-RECORDED

WITNESS its hand and seal as of Oct. 21, 2024.

WHISTLER LANDING CONDOMINIUM ASSOCIATION

Witness	By: Ernest Whitehouse, its President
Witness	By: John R Lewis, its Secretary

STATE OF MAINE
Cumberland, ss

October 21, 2024

Ernest Whitehouse
Personally appeared the above-named John R. Lewis in his/her/their said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said corporation, before me,

Name: Nicole A. DiBiase
Maine Attorney at Law/Notary Public

NICOLE A. DIBIASE
Notary Public, State Of Maine
My Commission Expires August 19, 2031

4873-5040-4562, v. 2