

(f) Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit owner. 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 proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. A Unit owner may not revoke a proxy given pursuant to this paragraph except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates 11 months after its date, unless it specifies a shorter term.

(g) Actions of Association without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if all Units shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Association.

(h) Conduct of Meetings. The President, or in his absence, the senior officer of the Association present) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act.

Section 2.3 Copies of Condominium Documents. The Association shall have current copies of the Declaration, these Bylaws and any other rules concerning the Property as well as its own books, records and financial statements available for inspection by Unit owners or by holders, insurers and guarantors of first mortgages secured by Units. These condominium documents shall be available during normal business hours. The Association may charge a reasonable fee for providing copies of the Condominium Documents.

ARTICLE 3 **EXECUTIVE BOARD**

Section 3.1 Composition. The affairs of the Association shall be governed by the Executive Board. The initial Executive Board shall consist of three (3) persons to be appointed by the Declarant. The members so appointed may be removed and replaced by Declarant at Declarant's sole discretion. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, or (ii) five (5) years from the date the first Unit is sold, the Unit owners shall elect an Executive Board consisting of three (3) persons, at least a majority of whom shall be Unit owners or spouses of Unit owners or, in the case of a Unit owner that is a corporation, partnership, trust or estate, a designated agent thereof. In the event that additional Units are created pursuant to the subdivision of Unit 3 as described in Section 2 of the Declaration, or the addition of Units

pursuant to Phase II as described in Section 9(L) of the Declaration, then the number of Executive Board members shall be increased to a total of four (4), which change shall be implemented at the next regular election of Executive Board members immediately following the addition of such Unit(s).

Section 3.2 Election and Term of Office.

(a) Within the sixty (60) day period immediately preceding the date by which members of the Executive Board appointed by the Declarant must resign pursuant to the Declaration and these Bylaws, a Special Meeting of the Association shall be held at which the Unit owners shall vote for the election of three (3), or four (4) if required pursuant to Article 3.1 herein, Executive Board members, which members shall replace the prior members appointed by the Declarant upon their mandatory resignation. All successor board members elected at said Special Meeting shall take office upon the resignations of the Executive Board members called for under the Declaration and these Bylaws and shall serve until the Annual Meeting next following their election.

(b) Except as noted above, the following applies: at the March Annual Meeting of the Association, subject to Section 15 of the Declaration, the election of members of the Executive Board shall be held; the owner of each Unit shall elect one member of the Executive Board; the term of each member shall be fixed at one year; and the members of the Association shall hold office until the earlier to occur of the election of their respective successors, death, adjudication of incompetency, removal, resignation, or significant illness, injury or poor health that negatively impacts the member's ability to discharge his duties. An Executive Board member may serve an unlimited number of terms and may succeed himself.

Section 3.3 Meetings. Meetings of the Executive Board shall be conducted in accordance with the following:

(a) Time and Location. The Executive Board shall meet at least two times each year unless all members of the Executive Board shall waive such requirements as to a particular meeting or meetings.

(i) There shall be a meeting of the Executive Board within thirty (30) days following the March Annual Meeting of the Association, for the purpose of electing officers, as more fully set forth herein in Article 4, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Executive Board.

(ii) There shall be a meeting of the Executive Board in October of each calendar year, for the purpose of adopting a proposed budget for the Condominium for the following calendar year. Within ten (10) days after the adoption of the proposed budget, the Executive Board shall provide a summary of the budget to all of the Unit owners, and shall set a date for the November Annual

Meeting of the Association to consider ratification of the budget to be held not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary.

The Executive Board shall hold meetings at the call of the President or upon written request to the President made by a member of the Executive Board for a date occurring not less than five (5) nor more than twenty (20) days after receipt of such request. The President shall designate the time and location of Executive Board meetings.

(b) Notice. Not less than forty-eight (48) hours prior to the time of any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand, mail or facsimile transmission, to each Executive Board member at the address (or fax number) given to the Executive Board by such Executive Board member for such purpose. Before or after any Executive Board meeting, any Executive Board member may, in writing, waive notice of a meeting or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting shall constitute his waiver of notice of such meeting.

(c) Quorum of the Executive Board. At all meetings of the Executive Board the presence of at least sixty-six percent (66%) of the members shall constitute a quorum for the transaction of business, and the votes of at least fifty-one percent (51%) of the Executive Board members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Voting. Each Executive Board member shall be entitled to cast one vote. A vote of at least fifty-one percent (51%) of the members of the Executive Board present at any meeting at which a quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration, these Bylaws or the Act.

In the event of a deadlock in Executive Board or the management of the Condominium, the arbitration provisions of the Declaration shall apply.

(e) Organization. Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Unit owners who are not Executive Board members and eligible mortgage holders to the extent required under Section 1602 119(d) of the Act, shall have the right to attend Executive Board meetings. The Secretary

shall give prior notice, in the manner provided herein, to all Unit owners and, as required under the Act, to eligible mortgage holders of each meeting.

(f) Conduct of Meetings. The President, or in the President's absence the senior officer of the Association present, shall preside over all meetings of the Executive Board and the Secretary shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

(g) Action by Unanimous Consent Without a Meeting. Any action by the Executive Board or a Committee of the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if **all** of the members of the Executive Board shall individually or collectively consent in writing to such action, setting forth the action taken, at any time before or after the intended effective date of such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

(h) Telephone Meetings. Executive Board meetings or meetings of any committee designated by the Executive Board may be held via conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner, without objection of the beginning of the meeting to the holding thereof in such a manner, shall constitute presence in person at such meeting.

Section 3.4 Resignation and Removal. Except with respect to members designated by Declarant during the period of Declarant control, at any regular or Special Meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners and a successor may then and there be elected by such Unit owners to fill the vacancy thus created. Any Unit owner proposing removal of an Executive Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit owner shall be given at least ten (10) days notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. The Declarant shall have the right to remove and replace any and all members appointed by the Declarant at any time and from time to time until the required resignation date specified in the Declaration.

Section 3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such vacancy may be filled by vote of the Unit owners; provided that any such interim appointee of the Executive Board shall be a Unit owner or a representative of the Declarant. Notwithstanding the preceding sentence, the Declarant shall have the right to fill any vacancy created by the resignation,

death, or adjudication of incompetency of a member who had been appointed by the Declarant and had not been elected by the Unit owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of an election for removal shall be considered notice of an election to fill each vacancy so caused. The vote of at least fifty-one percent (51%) of the votes of the Unit owners present at such meeting in person or by proxy shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

Section 3.6 Compensation. No member of the Executive Board shall receive compensation for performing his duties as a member of the Executive Board.

Section 3.7 Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members, or

(b) The contract or transaction is made in good faith and not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 3.8 Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.7 herein.

Section 3.9 Powers of the Executive Board.

(a) Enumeration. The Executive Board shall have all of the powers and duties granted by the Act, the laws governing nonprofit corporations or both, including without limitation the following powers:

- (i) Adopt and amend Bylaws and Rules and Regulations;

(ii) Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from Unit owners;

(iii) Hire and terminate managers and other employees, agents, and independent contractors;

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

(v) make contracts and incur liabilities;

(vi) Regulate the use, maintenance, repair, replacement and modification of Common Elements and the exteriors of the Units provided, however, that the use of the Limited Common Elements may not be changed without the consent of those Unit owners affected;

(vii) Cause additional improvements to be made as a part of the Common Elements and, if approved by the Unit owners, the exteriors of the Units, subject to the restrictions set forth herein;

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

(ix) Grant easements, leases, concessions, and licenses in the Common Elements, subject to the provisions of the Declaration, as permitted by the Maine Condominium Act, as amended;

(x) Impose and receive payments, fees, or charges for the **use**, rental, or operation of facilities located on the Common Elements;

(xi) Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

(xii) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Maine Condominium Act;

(xiii) Provide for the indemnification of its officers and directors and

maintain directors' and officers' liability insurance;

(xiv) Exercise any other powers conferred by Declaration or Bylaws; and

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

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

(b) Limitation. Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or the officers of the Association any powers or duties which, by law, are possessed by Unit owners. Unless otherwise provided herein or in the Declaration, the Executive Board shall comply with the instructions of the Unit owners as expressed in a resolution duly adopted at any Annual or Special Meeting of the Association.

(c) Delegation of Powers; Managing Agent. The Executive Board may employ and establish compensation for a Condominium managing agent (the "Managing Agent"). The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, without limit, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where the Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, the Managing Agent may act as an advisor or in an advisory capacity to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; (v) to acquire mortgages on Units; and (vi) to assign Common Elements as Limited Common Elements. Any contract with the Managing Agent must provide that it shall be cancelable by either party without cause and without a termination fee upon not less than thirty days or more than ninety days written notice and shall be cancelable by the Association with cause upon not less than sixty days written notice. Any such contract negotiated by the Declarant shall not exceed one year but may be renewed upon consent of the Executive Board.

S 3 Enforcement of Declaration and Bylaw Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties 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 3.11 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Buildings, Units and Common Elements of the Condominium, the Executive Board may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 3.12 Restrictions. As an amendment to these Bylaws and subject to the Declaration, the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of Units and the use of Common Elements designed to prevent unreasonable interference with the use and enjoyment of the Condominium. The following restrictions shall apply initially in addition to those expressed elsewhere in these Bylaws or in the Declaration:

(a) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Executive Board.

(b) No member shall overload the electrical wiring in the Buildings or operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance or make any alterations to or connections with the heating, plumbing, or sewage disposal systems without the prior written consent of the Executive Board.

(c) Each Unit shall deposit only ordinary household type waste in the sewerage system.

(d) No Unit owner shall play or permit to be played any musical instrument or operate or permit to be operated any radio, television set, or other electronic device at unreasonable volumes, or make any unreasonably loud noises, in or outside his Unit between the hours of 9:00 p.m. and 8:00 a.m., if such playing, operation or noises shall disturb or annoy the occupants of any other Unit. No Unit owner shall erect or maintain an outside television or radio antenna.

Section 3.13 Right of Entry. Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Executive Board 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 owner or occupant is present at the time, and upon prior notice to enter any Unit at reasonable times for purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 3.14 Easements, Etc. The Executive Board is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms and such other purposes related to the provision of public services, and utilities to the Condominium as may be considered desirable, necessary or appropriate by the Executive Board for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual units upon at least thirty (30) days' notice to the members of the Association unless a special meeting of the members of the Association is called within such period and said members vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

ARTICLE 4 **OFFICERS**

Section 4.1 Election. At the first meeting of the Executive Board, and at every annual meeting of the Executive Board thereafter that is typically held within thirty (30) days following the March Annual Meeting of the Association, the Executive Board members, if a quorum is present, shall elect officers of the Association for the following year from among the members of the Executive Board, such officers to serve for a one year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such officer continues to be re-elected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 4.2 Duties. The duties of the officers shall be as follows:

(a) **President.** The President shall be the chief executive officer of the Association. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Maine, the Maine Condominium Act, the condominium documents and the actions of the Executive Board. The President shall have the power to sign documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. Unless restricted by the Executive Board, the President also shall have any or all of the power and duties ordinarily attributable to the chief executive officer of a

corporation domiciled in Maine.

(b) Secretary. Unless otherwise determined by the Executive Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit owners, as well as copies of the Declaration, the Plat and the Plans, these Bylaws and any rules and regulations, all of which shall be available at the office of the Association for inspection by Unit owners or prospective Unit owners during normal business hours and for distribution to them at such reasonable charges, if any, as may be set from time to time by the Executive Board. The Secretary shall keep or cause to be kept the register of eligible mortgage holders. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Maine.

(c) Treasurer. Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Act, the Declaration, the Executive Board or these Bylaws may from time to time require. Such records shall include, without limitation, listings of all receipts and expenditures on account of the Common Elements, the amount of each assessment for Common Expense and expenses assessable to individual Units, if any, and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Unit owners or prospective Unit owners during normal business hours. The Treasurer shall have the power to sign checks on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the treasurer of a corporation domiciled in Maine.

Section 4.3 Compensation. The officers of the Association shall serve without compensation for their services in such capacity.

Section 4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next

Executive Board meeting. Any officer may be removed from his office at any time by a majority vote of the Executive Board with or without cause.

Section 4.5 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board

ARTICLE 5 **COMMON EXPENSES, ASSESSMENTS, BUDGETS**

Section 5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration and end on December 31st of the same year.

Section 5.2 Preparation and Approval of Budget.

(a) **Adoption.** In the first fiscal year, as defined in Section 5.1 above, the initial annual budget shall be adopted as provided in Section 5.5 herein. Each year thereafter, at least sixty (60) days before the beginning of the next fiscal year, the Executive Board shall adopt a proposed annual budget for the Association. All annual budgets shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements; the cost of such wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and will be required during the ensuing fiscal year for management and administration expenses; the amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements; and such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

(b) **Available for Inspection.** Each year, within ten (10) days after the adoption of the proposed annual budget, the Executive Board shall provide to the Unit owners a summary of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Not later than thirty (30) days after the ratification of the annual budget by the Association, the Association shall make the budget available for inspection at the Association office and, upon request, shall provide a Unit Owner a summary of the ratified budget in a reasonably itemized form that sets forth the amount of the Common Expenses.

(c) **Ratification of Budget.** The Executive Board shall set a date for the November Annual Meeting of the Association to consider ratification of the proposed budget pursuant to Section 3.3(a)(ii) herein. Unless, at the November Annual Meeting of

the Association, a majority of all the Unit owners entitled to cast votes in the Association reject such proposed budget, the budget is ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Unit owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board. Such budget shall constitute the basis for determining each Unit owner's assessments for Common Expenses of the Association.

(d) Reasonable Efforts. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

Section 5.3 Assessment and Payment of Common Expenses/Service Charges.

(a) Common Expenses. The Executive Board shall determine the monthly assessments for Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board and ratified by the Unit owners for the fiscal year in question by (ii) the Percentage Interest of each Unit in the Condominium. The product from the foregoing calculation is then divided by the number of calendar months in the fiscal year. Such assessments shall be due and payable on the first day of each month and shall be a lien against each Unit owner's Unit as provided in the Act and the Declaration. After the end of a fiscal year, upon the request of a Unit owner or of an eligible mortgage holder, the Executive Board shall provide an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit owners in accordance with their Percentage Interest and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(b) Working Capital Fund. A working capital fund shall be established equal to One Thousand Dollars (\$1,000.00). The proportionate share for a Unit (\$300 for Unit 1, \$300 for Unit 2, and \$400 for Unit 3), which is based on their respective Percentage Interest, shall be collected from each Unit purchaser at closing upon the initial transfer of title from Declarant to the purchaser (provided that such transfer occurs within nine (9) months of recording of the Declaration), or from the Declarant with respect to Units not transferred within nine (9) months of the recording of the Declaration, and the amounts so collected shall be maintained in a segregated account for the use and benefit of the Association as a working capital fund. Such amounts shall not be considered as advance payment of any regular common expense liability and no Unit owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise.

(c) Reserves Extraordinary expenditures not originally provided for in the annual budget that may become necessary during the fiscal year may be charged first against the

working capital fund and then against any operating contingency reserve. If this fund and this reserve are deemed to be inadequate for any reason, including non-payment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners in accordance with their Percentage Interests and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(d) Service Charges. The Association shall have the express power to separately charge a Unit and the owner thereof for services rendered to that Unit. Such charges shall be a lien on the Unit with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of the Bylaws constitutes record notice of the lien. Service charges shall include without limitation:

(i) If a Unit owner, members of his family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or fails to perform maintenance and repair work required for his Unit or the Common Elements, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Executive Board for the use and maintenance of water, sewer and/or other utility services and equipment. Likewise, water and sewage services supplied to each Unit may be measured separately by such methods and systems established by the Executive Board in their discretion. The expense of public utility charges for water and sewer services and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Executive Board in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Executive Board 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 Executive Board, 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. The expense of water and sewer services for the common areas may be assessed as a common expense or as a service charge at the election of the Executive Board.

Section 5.4 Further Assessments. The Executive Board shall serve notice on all Unit owners of any further assessments pursuant to Sections 5.3(a) or 5.3(c) herein, or as otherwise permitted or required by the Act, the Declaration and these Bylaws, by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective with the next monthly assessment that is due more than twenty (20) days after the delivery of such

notice of further assessments. All Unit owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in Section 5.3(a) herein.

Section 5.5 Initial Budget. At or prior to the time the assessment of Common Expenses commences in the first fiscal year, the Executive Board shall adopt the initial annual budget, as described in this Article, for the period commencing on the date that the first Unit is sold and ending on the last day of the first fiscal year as provided for in Section 5.1 herein. Assessments shall be levied and become a lien against the Unit owner's Unit during such period as is provided in Section 5.3 herein.

Section 5.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Section 5.7 Accounts: Audits. All sums collected by the Executive Board with respect to assessments against the Unit owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with generally accepted accounting practices and the same shall be reviewed at least once each year by an independent accountant retained by the Executive Board, if requested by any Unit owners or any member of the Executive Board.

Section 5.8 Statement of Common Expenses/Resale Certificate. The Executive Board shall promptly provide any Unit owner or proposed mortgagee so requesting the same in writing with a written statement of resale certificate including a statement of all unpaid assessments for Common Expenses due from such Unit owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE 6 **INSURANCE REPAIR OR RECONSTRUCTION**

Section 6.1 Insurance.

(a) The Association shall maintain, to the extent reasonably available in accordance with standard property management practices and the requirements of Eligible Mortgage Holders:

(i) Property insurance on the Common Elements and on the Units (exclusive of improvements and betterments installed in or about Units by Unit owners unless Association consents to each such improvement being so insured

and each such improvement is expressly listed and insured through the Association's policy), insuring against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk," vandalism, malicious mischief, windstorm and water damage endorsements, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. The total amount of insurance after application of any deductibles shall be as near as is practicable to 100% of the replacement cost (unless the Executive Board elect a higher level of coverage), exclusive of land, excavations, foundations and other items normally excluded from property policies, with such deductible as determined by the Executive Board but not to exceed the lesser of \$10,000 or one percent (1.00%) of the policy face amount. All such policies shall require at least twenty (20) days notice of cancellation;

(ii) Comprehensive general liability insurance including bodily injury, property damage and medical payments insurance and for claims related to employment contracts to which the Association is a party, hired automobile, non-owned automobile, and off-premises employee(s), in such amounts determined by the Executive Board but at least \$1,000,000.00 of bodily injury and property damage coverage for any single occurrence covering all occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements and all other areas under the supervision or control of the Association. All such policies shall require at least twenty (20) days notice of cancellation;

(iii) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of \$5,000.00 or one percent (1.00%) of the policy face amount;

(iv) Such other insurance as may be required by Eligible Mortgage Holders, including without limitation "inflation guard," steam and boiler machinery, and construction code endorsements, which may include without limitation, demolition cost endorsement, contingent liability from operation of building laws, and increased cost of building endorsements; and

(v) Such other insurance as the Executive Board of the Association may determine is appropriate.

The Executive Board may require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than three (3) months common charges plus

the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association. All such policies shall require at least twenty (20) days notice of cancellation.

(b) If the insurance described above is not maintained, the Association shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit owners and to all Eligible Mortgagees who have filed notice with the Association in accordance with the Declaration.

(c) Insurance policies shall provide:

(i) A Unit owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(ii) The insurer waives its right to subrogation under the policy against any Condominium Unit owner or members of his household;

(iii) No act or omission by any insured will be a defense to recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit owner covering the same property covered by the Association's policy, the Association's policy is primary insurance not contributing with the other insurance; and

(v) A standard "mortgagee clause" which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit of the project, 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 Board or owners or any persons under any of them; and

(c) Waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause.

(d) All insurance policies shall provide that the named insured is "Association of the Owners of the Condominium, for the use and benefit of the individual owners." All insurance policies shall require at least ten (10) days notice of cancellation to Eligible Mortgage Holders. Any loss covered by the property policy under Section 6.1(a) shall be

adjusted with the Association, but the insurance proceeds for that loss shall be payable to the Executive Board of the Association in trust for Unit owners, mortgagees and lien holders. The Executive Board may cause the Association to obtain a surety bond for the faithful performance of the board's duties as insurance trustee in 100% of the amount of the insurance proceeds before it shall be entitled to receive such proceeds. Subject to the provisions of the Bylaws, proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and Unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the repair or reconstruction is not undertaken, or the Condominium is terminated.

(e) Unit owners shall not be prohibited from obtaining insurance for their own benefit; provided nonetheless that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Executive Board shall not be affected or diminished by such additional insurance obtained by any Unit owner.

Section 6.2 Repairs. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(a) The Condominium is terminated;

(b) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(c) One Hundred percent (100%) of the members vote not to rebuild, including every owner of a Unit or assigned Limited Common Element which would not be rebuilt.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense; funds to cover the deductible amount shall be included in the Association's reserve account budget. If the entire Condominium is not completely repaired or replaced:

(i) The insurance proceeds attributable to a damaged Unit and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to each Unit, (including, without limitation, improvements constituting a permanent part of the Unit which are insured by the Association, the Unit's interest in Limited Common Elements) which is not rebuilt shall be distributed to the owners of each such Unit and the owners of the Units to which those Limited Common Elements were assigned, after payment of the holders of liens thereon in accordance with the Maine Condominium Act; and

(iii) The remainder of the proceeds shall be held in trust to be distributed to all the Unit owners in accordance with the Maine Condominium Act.

Notwithstanding the provisions of this subsection, the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the 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.

In the event of a claim under any insurance maintained by the Association, the Executive Board shall designate one or more persons to adjust the loss or otherwise negotiate with the insurer.

It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his Unit, and any appliances, fixtures, betterments or improvements thereto installed by the owner unless that owner has elected to procure insurance under the Association's policy, or the Association's policy insures such improvements.

Section 6.3 Utility Services/Damage. The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, 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 cause by the elements or by the owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any Unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements or facilities. No set-off, diminution or abatement of assessments for Common Expenses or service charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 7

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 Leasing Restrictions.

(a) No Unit may be leased for transient purposes and no Unit may be leased for a period of less than one (1) year. No portion of any Unit (other than the entire Unit) shall be leased for any period.

(b) No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease, which has been approved by the Executive Board:

(i) requiring the tenant to comply with the Declaration, these Bylaws, and Rules and Regulations;

(ii) providing that failure to comply constitutes a default under the lease; and

(iii) providing that the Executive Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit owner after thirty (30) days' prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease.

(c) Each Unit owner of a condominium Unit shall, promptly following the execution of any written lease of a condominium Unit, forward a true copy thereof to the Executive Board. 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.

(d) In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within a reasonable time after such notice in the judgment of the Directors. If such violation(s) is not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Owner fails to so act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees 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 Executive Board in the same manner as the Board is entitled to enforce collection of service charges.

(e) The foregoing notwithstanding, during the first full year following the recording of the Declaration, Declarant shall be entitled to rent the Units to others, with or without a written lease, until each Unit is initially sold to a third party.

Section 7.3 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments

and service charges, 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 therefor. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Executive Board setting forth the amount of unpaid, 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, assessments, and service charges arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements. No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

ARTICLE 8 **AMENDMENTS**

Section 8.1 General Requirements: Consent of Declarant or Holders of Mortgages; Curative Amendments to Bvylaws. The Bylaws may be amended only by the approval of at least seventy-five percent (75%) of the Units entitled to vote in the Association, cast by Unit owners in person or by proxy at a duly convened meeting at which a quorum is present; provided, however that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property, except as otherwise provided in the Declaration, shall be effective without the prior written approval of all eligible mortgage holders. Notwithstanding the foregoing, amendments of a material nature must be approved by all (100%) of the Units entitled to vote and by eligible mortgage holders representing at least fifty percent (50%) of the votes of Units subject to mortgages held by eligible mortgage holders. A change to any of the following would be considered material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;

- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to and from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) restriction of a Unit owner's right to sell or transfer the owner's Unit;
- (l) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium documents;
- (m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Additionally, if any amendment is of a non-material nature or, in the judgment of the Executive Board, is necessary to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision herein, or with the Act or the Declaration, the approval of an eligible mortgage holder may be assumed when such a mortgage holder fails to submit a written response to any written proposal for an amendment within thirty (30) days after the proposal is made, and the Executive Board, acting through the President, may effect an appropriate amendment without the approval of the Unit owners.

Section 8.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Secretary is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

ARTICLE 9 **EXECUTION OF DOCUMENTS**

Section 9.1 Execution of Documents. Unless the Executive Board shall otherwise generally or in any specific instance provide: (a) any bill, note, check, or negotiable instrument may be executed or endorsed in the name and on the behalf of the Association by the President or Treasurer, acting singly, and (b) any other instruments, documents, deeds, bills of sale or other writings of whatever nature shall be executed in

the name and on behalf of the Association by the President or Treasurer, acting singly, and either officer may seal, acknowledge and deliver the same.

ARTICLE 10 **GENERAL PROVISIONS**

Section 10.1 Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision herein or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the condominium project which the Declaration (including the Plat and the Plans and these Bylaws) is intended to create.

Section 10.2 Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provision of these Bylaws. The Act, the Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of any rules and regulations.

Section 10.3 Notice. All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when:

- (a) if to a Unit owner, the notice is hand-delivered or sent prepaid by United States' mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit owner.
- (b) if to the Association or the Executive Board, the notice is sent by United States' mail to the principal office of the Association or at such other address as shall be designated by notice in writing to the Unit owners pursuant to this Section.

If a Unit is owned by more than one person, delivery of notice to one of said persons pursuant to this Section shall constitute notice to all such owners.

Section 10.4 Headings. The headings preceding the various Sections of these Bylaws and the Table of Contents are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 10.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

[END OF DOCUMENT]

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For delivery information visit our website at www.usps.com[®]

OFFICIAL USE	
Portland, ME 04101	
Postage \$	2.44
Certified Fee	
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	1.75
Total Postage & Fees	\$ 6.49

UNIT ID: 0102
 Postmark Here
 DEC 6 2005
 Clerk: BARTOC
 12/02/05

Sent To
 Street, Apt. No., or PO Box No. 350 Commercial Street
 City, State, ZIP+4 Portland, Maine 04101
 PS Form 3800, June 2002 See Reverse for Instructions

U.S. Postal Service™
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For delivery information visit our website at www.usps.com[®]

OFFICIAL USE	
Boxborough, MA 01719	
Postage \$	2.44
Certified Fee	
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	1.75
Total Postage & Fees	\$ 6.49

UNIT ID: 0102
 Postmark Here
 DEC 6 2005
 Clerk: BARTOC
 12/02/05

Sent To
 Street, Apt. No., or PO Box No. 34 Middle Road
 City, State, ZIP+4 Boxborough, MA 01719
 PS Form 3800, June 2002 See Reverse for Instructions

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OFFICIAL USE	
Newton Center, MA 02459	
Postage \$	2.44
Certified Fee	
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	1.75
Total Postage & Fees	\$ 6.49

UNIT ID: 0102
 Postmark Here
 DEC 6 2005
 Clerk: BARTOC
 12/02/05

Sent To
 Street, Apt. No., or PO Box No. 147 Summer Street
 City, State, ZIP+4 Newton, MA 02459
 PS Form 3800, June 2002 See Reverse for Instructions

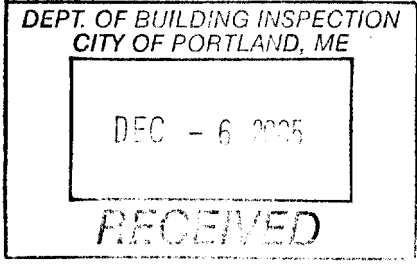
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OFFICIAL USE	
Calais, ME 04619	
Postage \$	2.44
Certified Fee	
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	1.75
Total Postage & Fees	\$ 6.49

UNIT ID: 0102
 Postmark Here
 DEC 6 2005
 Clerk: BARTOC
 12/02/05

Sent To
 Street, Apt. No., or PO Box No. 3 Customs Street
 City, State, ZIP+4 Calais, ME 04619
 PS Form 3800, June 2002 See Reverse for Instructions



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0556 1985 4000 0112 E00L

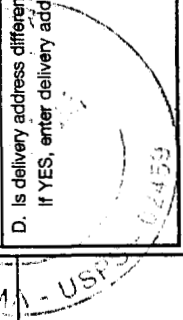
11 21 1580 4000 0112 0001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bill Miracky
147 Summer Street
Newton, MA 02459



COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent
 Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7003 3110 0004 5861 9550

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Sender: **Gregory Lestage**, address, and ZIP in this box

J. Gregory Lestage
Law Office of Terry N. Snow, P.A.
P.O. Box 275
Cumberland, Maine 04021-0275

2005





***** WELCOME TO *****
 PORTLAND MAIN POST OFFICE
 PORTLAND, ME 04101-9998
 12/02/05 05:38PM

Store USPS Trans 139
 Wkstn sys5008 Cashier B4RTCC
 Cashier's Name PAT
 Stock Unit Id WINPAT
 PO Phone Number 207-871-8437
 USPS # 2269030102

- 1. First Class 6.49
 - Destination: 04619
 - Weight: 9.60 oz.
 - Postage Type: PVI
 - Total Cost: 6.49
 - Base Rate: 2.44
 - SERVICES
 - Certified Mail 2.30
 - 70033110000458619567
 - Rtn Rcpt (Green Card) 1.75
- 2. First Class 6.49
 - Destination: 01719
 - Weight: 9.70 oz.
 - Postage Type: PVI
 - Total Cost: 6.49
 - Base Rate: 2.44
 - SERVICES
 - Certified Mail 2.30
 - 70033110000458619574
 - Rtn Rcpt (Green Card) 1.75
- 3. First Class 6.49
 - Destination: 02459
 - Weight: 9.70 oz.
 - Postage Type: PVI
 - Total Cost: 6.49
 - Base Rate: 2.44
 - SERVICES
 - Certified Mail 2.30
 - 70033110000458619550
 - Rtn Rcpt (Green Card) 1.75
- 4. First Class 6.49
 - Destination: 04101
 - Weight: 9.70 oz.
 - Postage Type: PVI
 - Total Cost: 6.49
 - Base Rate: 2.44
 - SERVICES
 - Certified Mail 2.30
 - 70033110000458619581
 - Rtn Rcpt (Green Card) 1.75

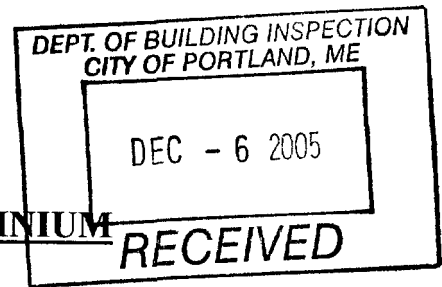
Subtotal 25.96
 Total 25.96

Personal/ Business Check 25.96

Number of Items Sold: 4

Thank You
 A Click and Easy way to Ship
 Ship with a Click from your home
 or business---with Click and Ship
 Service at www.usps.com

**DECLARATION OF
PROMENADE ESTATES CONDOMINIUM**



This Declaration is made by ANTHONY W. SALEM, of Rydal, Pennsylvania (hereinafter referred to as “Declarant”), as the owner in fee simple of the real estate described herein.

1. Property. The Declarant, owner in fee simple of the real estate described herein, hereby submits the real estate situated in Portland, Maine, hereinafter described in Exhibit A attached hereto and made a part hereof, together with the buildings and improvements already thereon (hereinafter collectively referred to as the “Property”) to the provisions of the Chapter 31 of Title 33 Maine Revised Statutes Annotated, as it may be amended, known as the Maine Condominium Act (hereinafter referred to as the “Act”). The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Exhibit A or in the plans to which reference is hereafter made.

The plat of the land and plans of the buildings submitted to the provisions of the Act are contained in certain plans entitled “Promenade Estates Condominium,” Sheets 1-7, dated October 11, 2005, revised through November 29, 2005, and prepared by Back Bay Boundary, Inc., to be recorded herewith in the Cumberland County Registry of Deeds (collectively the “Plat and the Plans”)

The unit owners’ association shall be known as “Promenade Estates Condominium Association” (the “Association”). The terms used in the Declaration or the Bylaws of the Association (the “Bylaws”) or in the Plat and the Plans shall generally have the meanings specified in the Act except as otherwise defined herein.

2. Creation of Units; Subdivision. Declarant hereby creates three (3) units, 1, 2 and 3 (individually the “Unit” and collectively the “Units”). The Units are located in the building generally located at 108 Eastern Promenade, Portland, Maine (hereinafter referred to as the “Building”) as shown on the Plat and the Plans. The location, boundaries and identifying numbers of the Units and the Building are as described herein and as shown on the Plat and the Plans.

Unit 3 may be subdivided into two (2) separate and distinct Units, by the owner of Unit 3, resulting in the creation of one (1) additional Unit. In the event the owner of Unit 3 desires to subdivide Unit 3, such owner shall prepare a proposed amendment to the Declaration of Condominium and the Plat and the Plans effectively subdividing the Unit and reallocating the percentage of undivided interests in the Common Elements, voting rights and common expense liabilities allocated to each Unit strictly in accordance with the provisions of Section 7 herein. The owner of Unit 3 shall then present the proposed amendment(s) to the Association for its review and approval, which approval shall not be unreasonably denied, delayed or conditioned. The approved amendment to the Declaration shall then be executed by the Executive Board of the Association and the owner of Unit 3, and recorded, along with the amended Plat and the

Plans, in the Cumberland County Registry of Deeds. The subdivision of a Unit into two or more units is prohibited, except as provided above in this paragraph.

In addition, Declarant reserves the right to add additional land, structures and units as more specifically described in Section 9(L) herein.

3. Unit Numbers and Boundaries. The vertical boundaries of each Unit are formed by the planes of the finished surfaces of the interior walls of the Unit as indicated on the Plat and the Plans, extending vertically to the upper and lower horizontal boundaries. The horizontal boundaries of each Unit are formed by the floor below, and ceiling above, said Unit. Each Unit consists of all portions of the Building within the aforesaid boundaries. Reference is also made to the Plat and the Plans for the identification number of each Unit and the depiction of the location and dimensions of each Unit's boundaries.

The provisions of Section 1602-112 of the Act shall govern relocation of boundaries between any two Units.

4. Common Elements. Each Unit will be conveyed together with its respective undivided interest in the Common Elements as shown on the Plat and the Plans and as hereinafter set forth and will have the benefit of the right to use the Common Elements in common with others entitled thereto as provided by the bylaws (the "Bylaws") adopted by the Association and any rules and regulations which may be adopted by the Association.

The Common Elements consist of all portions of the Property, other than the Units, and generally consist of the land, the lawn, landscaping, roof, windows, doors, porches, stairs, entries, fire escapes and all the pipes, wires, conduits, flues, ducts and other utility lines running through a Unit which serve more than one Unit, the Common Elements, or another Unit.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Act.

Common Elements shall also include those parts of the Property described in the Act or the Plat and the Plans as being Common Elements. Common Elements shall include, but not be limited to, Limited Common Elements.

5. Limited Common Elements. Generally all portions of the Common Elements of the Building that are appurtenant to a Unit are allocated to such Unit in accordance with the boundaries as set forth in the Plat and the Plans. Windows, doors, porches, stairs, water, sewer or other utility lines, water heaters, furnaces, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit. Limited Common Elements shall also include those parts of the Property described in the Act and not inconsistent herewith, or in the Plat and the Plans, as being Limited Common Elements.

Each Unit owner shall have the exclusive use of the Limited Common Elements appurtenant to his or her Unit and shall be solely responsible for all maintenance, repair and upkeep thereof in good condition and repair so as to maintain an appearance consistent with the appearance of the Units and other Common Elements. The responsibility for maintenance, repair and upkeep of any Limited Common Element allocated to more than one Unit, shall be shared equally among the owners of the Units so allocated, unless otherwise specifically provided herein. A Unit owner shall have no maintenance responsibility with respect to the Limited Common Elements allocated solely to another Unit(s).

The Association shall not be liable for the maintenance, repair or upkeep of any Unit or the Limited Common Elements. The Association may act on behalf of the Unit owners in arranging for the maintenance and repair of the Units and Limited Common Elements if the Owners so elect.

In the event the owner of Unit 3 exercises its right to subdivide Unit 3 into two (2) separate and distinct Units as described in Section 2 herein, said owner may also convert that portion of Unit 3 depicted as "Optional LCE Conversion Area" on sheet 4 of the Plat and the Plans to a Limited Common Element allocated to the two Units so created.

6. Parking; Common Area Utilities; Improvements to Units.

A. Parking.

Unit 3 shall be allocated the exclusive use of two (2) parking spaces, and Units 1 and 2 shall each be allocated the exclusive use of one (1) parking space, which spaces are located within the "Existing Paved Parking Area" as identified on the Plat and the Plans. In the event the owner of Unit 3 exercises its right to subdivide Unit 3 into two (2) separate and distinct Units as described in Section 2 herein, the exclusive parking spaces initially allocated to Unit 3 shall be reallocated among the two (2) Units created from Unit 3, and in the event of such reallocation each of the resulting Units created from Unit 3 shall be allocated one (1) such exclusive parking space.

All of the allocated exclusive parking spaces, as well as other portions of the Existing Paved Parking Area and "Paved Driveway," shall be treated as common elements, with all Unit owners sharing the cost and expense of maintenance, repair and upkeep of said spaces pursuant to their respective common expense liability established herein, despite the exclusive uses allocated individual Units therein.

No commercial vehicles, trailers, motor homes, or trucks with gross weight of six thousand (6,000) pounds or more, shall be permitted within any of the said parking spaces.

B. Water & Sewer. There is currently one meter for the water and sewer serving the building at 108 Eastern Promenade, Portland, Maine, and the Units therein. All reasonable costs and expenses for water and sewer serving said Units shall be shared by the Units according to their respective percentage of common expense liability

provided herein, until such time as the Units become separately metered for water and sewer expenses pursuant to the unanimous vote of the Association. Declarant shall have no obligation to alter said Units or the building to provide separate meters, nor shall Declarant be responsible for any related costs or expenses. The Executive Board of the Association shall be entitled to create, from time to time, reasonable rules and regulations governing the use of water within the Units and any common areas.

C. Common Area Utilities. All electricity, heat, water and sewer charges applicable to common elements of the Condominium (including without limitation exterior lighting and lighting of interior common areas), shall be a common expense shared equally by the Units. The Executive Board of the Promenade Estates Condominium Association shall be entitled to establish such reasonable rules and regulations, from time to time, with respect to the use of common utilities, heat, electricity, lighting and water, as it deems appropriate.

D. Improvements to Units. Consistent with the provisions of 33 M.R.S.A. section 1602-111, a unit owner: (i) may make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium; (ii) may not change the appearance of the common elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association; and (iii) after acquiring an adjoining unit or adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.

7. Percentage of Common Element Interests, Voting Rights and Common Expense Liabilities.

The percentage of undivided interests in the Common Elements, and the percentage of voting rights and common expense liabilities allocated to each Unit, shall initially be as follows: Unit 1, thirty percent (30%); Unit 2, thirty percent (30%); and Unit 3, forty percent (40%).

In the event the owner of Unit 3 exercises its right to subdivide Unit 3 into two (2) separate and distinct Units as described in Section 2 herein, the percentage of undivided interests in the Common Elements, and the percentage of voting rights and common expense liabilities allocated to each Unit, shall be immediately reallocated among all Units, and such reallocation shall be as follows:

A. If the "Phase II" Units have not been previously created and added to the Condominium pursuant Section 9(L) herein, the reallocation shall be as follows: Unit 1, twenty-five percent (25%); Unit 2, twenty-five percent (25%); Unit 3 A (being a portion of the premises of the former Unit 3), twenty-five percent (25%); and Unit 3B (being a portion of the premises of the former Unit 3), twenty-five percent (25%).

B. If the “Phase II” Units have been previously created and added to the Condominium pursuant Section 9(L) herein, the reallocation shall be as follows: each of the seven (7) Units, being Units 1, 2, 3A and 3B (3A and 3B having been created from the former Unit 3), and the three (3) additional Units created pursuant to Phase II, shall be allocated fourteen and twenty-nine hundredths percent (14.29%).

Upon the addition of three (3) Units to Promenade Estates Condominium that may be created pursuant to “Phase II” as defined in Section 9(L), the percentage of undivided interests in the Common Elements and the percentage of voting rights and common expense liabilities allocated to each Unit, shall be immediately reallocated among all Units, and such reallocation shall be as follows:

A. In the event the owner of Unit 3 has not exercised its right to subdivide Unit 3 into two (2) separate and distinct Units as described in Section 2 herein, prior to the addition of the “Phase II” Units, the reallocation shall be as follows: Unit 3, twenty percent (20%); and each of the remaining five (5) Units, being Units 1, 2 and the three (3) Units created pursuant to Phase II, shall be allocated sixteen percent (16%).

B. In the event that Declarant exercised its right to subdivide Unit 3 into two (2) separate and distinct Units as described in Section 2 herein, prior to the addition of the “Phase II” Units, the reallocation shall be as follows: each of the seven (7) Units, being Units 1, 2, 3A and 3B (3A and 3B having been created from the former Unit 3), and the three (3) additional Units created pursuant to Phase II, shall be allocated fourteen and twenty-nine hundredths percent (14.29%).

No percentage of undivided interests allocated to any Unit shall be altered except upon the unanimous vote of all Unit owners and their respective first mortgagees, except as otherwise provided herein.

8. Encroachments. If any portion of the Common Elements, or of any other Unit encroaches at any time upon any Unit or upon any portion of the Common Elements, as a result of minor variations or relocation during construction, settling of the building, alteration or repair to the Common Elements made by or with the consent of the Executive Board of the Association (the “Executive Board”), repair or restoration of a Unit or the Building after damages by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the Building stands.

9. Easements: Declarant Rights; Declarant Control.

A. The Units and Common Elements (including the Limited Common Elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility, communications and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units. The easements created by this Section 9(A) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace water mains, pipes, sewer and drain lines, fuel and gas lines, pipes and conduits, drainage ditches

and pump stations, mailbox, telephone poles, wires and equipment, television and communications equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment in ducts and vents over, under, through, along and on the Units, Limited Common Elements and Common Elements. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements (including any Limited Common Elements allocated to any one Unit), the Executive Board or the Declarant shall have the right and power to dedicate and convey an easement to any private or public utility company. The Executive Board or the Declarant shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board or the Declarant shall have the right to grant permits, licenses and easements over the Common Elements (including any Limited Common Elements allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

B. The Common Elements (including any Limited Common Elements allocated to any one Unit) are subject to an easement in favor of the Association and the agents, independent contractors and employees of the Association for the access, egress and ingress over, through and across each portion thereof for the operation of the Condominium, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe. Every Unit owner shall have an unrestricted right of ingress to such owner's Unit.

C. The Common Elements (including any Limited Common Elements allocated to any one Unit) shall be, and hereby are made, subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements and Limited Common Elements. The Association may in its sole discretion grant easements to Unit owners for the erection of improvements in the limited common areas appurtenant to a Unit owner.

D. Each Unit and its Limited Common Elements are subject to the following easements in favor of all other Units:

(1) For installation, inspection, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, telegraph, or other communication systems, wiring and cables and all of the utility lines and conduits that presently are a part of or exclusively serve any other Unit and that pass across or through a portion of such Unit and/or its Limited Common Elements or the Common Elements; and

(2) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures that serve only one Unit but encroach into any part of such Unit, and/or its Limited Common Elements or common element on the date that this Declaration is recorded or any amendment thereof is recorded.

E. Each Unit shall have an easement for structural support from the other Units in the same Building and the Limited Common Elements appurtenant to the Units in that Building,

and the Common Elements shall be subject to an easement for structural support in favor of the Units and the Limited Common Elements.

F. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (i) inspection of the Units and Limited Common Elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible; (ii) installation, inspection, maintenance, repair, and replacement of the Common Elements situated in or accessible from such Units or Limited Common Elements or both; and (iii) correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

G. If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the condominium results in either the Common Elements encroaching on a Unit, or in a Unit encroaching on the Common Elements or on another Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

H. All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

1. Declarant reserves a Special Declarant Right and easement to enter the Property for the purposes of maintenance, repair, renovation, replacement or correction of the Units, Common Elements or Limited Common Elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. Declarant further reserves an easement in the Units, Common Elements and Limited Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or the Plat and the Plans.

J. Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the Common Elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, Limited Common Elements and Common Elements, and to permit prospective tenants, purchasers and others to visit the offices and use the Common Elements and use unsold units for sales, leasing and display purposes and to erect signs on the Common Elements.

K. Declarant shall have the right, until Declarant has conveyed all of the Units in the Condominium, including such units that may be created pursuant to "Phase II," to grant and reserve easements and rights-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and

appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities, provided, however, that no such easement shall be effective until of record, that no such easements may be granted through units sold by Declarant to third parties and that the Common Elements shall be promptly restored upon installation and repair.

L. Declarant reserves a Special Declarant Right to add the land identified as “Phase II Real Estate” on the Plat and the Plans and as more particularly described in Exhibit B attached hereto (herein referred to as the “Phase II Real Estate”), and any improvements then thereon, to the Property and Promenade Estates Condominium, and to create up to three (3) additional Units within Promenade Estates Condominium (herein referred to as “Phase II”) upon the Phase II Real Estate. Declarant, its successors or assigns, shall become the owner of any additional Units created pursuant to Phase II. Declarant expressly reserves the right to vary the buildings, units, and limited common elements of Phase II, and their locations, from what may now be shown on the Plat and the Plans, in Declarant’s sole discretion. Declarant is under no obligation to add the Phase II Real Estate or any additional Units pursuant to Phase II.

M. There shall be an easement appurtenant, benefiting certain property generally located at 102 Eastern Promenade, Portland, Maine, and more particularly described in a deed to Casco Bay Ventures recorded in the Cumberland County Registry of Deeds in Book 2 1614, Page 275 (the “Dominant Estate”), and burdening that portion of the Condominium Property consisting of the “Existing Paved Parking Area,” “Paved Driveway,” and all additional Property located between the Existing Paved Parking Area/Paved Driveway and the Dominant Estate (the “Servient Estate”). The easement shall permit the owner of the Dominant Estate, and its agents and representatives, to enter and remain upon the Servient Estate, by foot or vehicle and with all necessary materials, equipment and supplies, as the owner of Dominant Estate deems necessary in connection with or to facilitate any work, maintenance, repair, renovation, improvement or construction taking place on the Dominant Estate or any improvements thereon. This easement shall also permit the owner of the Dominant Estate to temporarily store on the Servient Estate, materials, equipment and supplies utilized in connection with the work, for a period not to exceed one (1) month in any particular instance. The owner of the Dominant Estate shall notify the owner of the Servient Estate, in writing, at least three (3) days prior to utilizing the Servient Estate in connection with this easement. The owner of the Dominant Estate shall return the surface of the Servient Estate described herein to its former condition, or a substantially similar condition, shortly after the exercise of any rights pursuant to this easement. This easement shall become effective upon the recording of the Declaration of Promenade Estates Condominium and the Plat and the Plans. This provision shall not be amended without the prior written consent of Declarant.

N. The Declarant reserves the right:

(1) To appoint and remove members of the Executive Board and Officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) of the total number of Units, but in any event the right to appoint and remove Executive Board members and Officers of the Association shall expire five (5) years after the first conveyance of a Unit.

(2) Subject to the provisions of the Act, this Declaration and the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The initial Executive Board shall consist of three (3) persons to be appointed by the Declarant. The members so appointed may be removed and replaced by Declarant at Declarant's sole discretion. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, or (ii) five (5) years from the date the first Unit is sold, the Unit owners shall elect an Executive Board consisting of six (6) members.

O. The easements and rights reserved by Declarant in the foregoing subsections 9(I), 9(J), 9(K), 9(L), 9(N) and 9(O) of this Section 9, shall continue until Declarant has constructed and conveyed all of the Units in the Condominium, including any Units which may be created pursuant to Phase II, which subsections shall not be amended without the prior written consent of Declarant in each instance. Said easements and rights of Declarant shall lapse on January 1, 2016, if not sooner exercised. All special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred by a recorded instrument specifically referring to this subsection and executed by Declarant and its successor or assignee.

10. Eminent Domain.

A. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 10(A), shall be thereafter a Limited Common Elements, subject to the provisions of Section 5 herein.

B. Except as provided in Section 10(A) above, if part of a Unit is acquired by eminent domain, any award therefor shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of Common Element interests and common expense liability and voting rights shall remain unchanged.

C. If a part of the Common Elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners in proportion to their relative percentages of undivided interest before the taking, but the portion of the award attributable to the acquisition of a Limited Common Elements must be paid to the owner of the Unit to which that Limited Common Elements was allocated at the time of acquisition.

D. A court decree regarding any such taking shall be recorded in the Cumberland County Registry of Deeds.

E. Nothing in this Declaration, the Bylaws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or Common Elements.

11. Restrictions on Use and Occupancy.

A. The Units are restricted to private residential use as a dwelling, including residential activities engaged in by Unit owners, members of the Unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the Unit owners. No Unit may be used for any retail, commercial, industrial or manufacturing purpose.

B. No Unit owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. Each Unit and its appurtenant Limited Common Elements shall be maintained in a clean and sanitary condition by the Unit owner.

C. No Unit shall be used, occupied or kept in a manner that in any way that would be deemed hazardous and/or result in an increase in the fire insurance premiums for a Unit beyond the standard rates for such a dwelling, without the prior written permission of the Executive Board of the Association.

D. No owner of a Unit may erect any sign on or in a Unit or any Limited Common Elements that is visible from outside such Unit without in each instance having obtained the prior written permission of the Executive Board.

E. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except as otherwise specifically provided in this paragraph. Each Unit shall be allowed to keep one small and orderly domestic pet, such as a cat, dog or other limited species of animals, provided: (i) the pet shall be kept inside said Unit (except as necessary for walking or exercise) and shall not make unreasonable noise; (ii) no pet shall be permitted upon the Common Elements unless accompanied by a Unit owner or resident; (iii) a Unit owner shall be liable to the other Unit owners and the family, guests, licensees and invitees of the other Unit owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit owner, and shall be responsible for removal of waste deposits of such pets and animals; and (iv) the Executive Board may adopt, from time to time, rules and regulations and additional restrictions governing the keeping of such pets (including, without limitation, additional restrictions relating to the weight, breed and/or disposition of pets allowed and clarifying the "other limited species of animals" that shall be permitted).

F. The drying of laundry, or other household items, outside of any Unit and/or upon the Common Elements is strictly prohibited.

G. Each Unit owner shall comply strictly with the Bylaws, any rules and regulations adopted and amended from time to time by the Executive Board in its sole discretion, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by an aggrieved Unit owner or the Association.

12. Common Expenses. Each Unit owner shall pay to the Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of the Association. Each Unit's proportionate share of common expense is described in Section 7 herein. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

13. Maintenance. Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements for such owner's Unit and the Limited Common Elements allocated to such Unit; provided, however, that maintenance, repair and replacements to the exterior of the Building shall be subject to the prior approval of the Executive Board, as more specifically described herein.

The Executive Board shall ensure that the exterior portions of the Common Elements and Limited Common Elements are maintained in a compatible and harmonious manner, so that the Building, as a whole, is attractive and well maintained, including without limitation the right to regulate the color, type, alteration and installation of siding, roof materials, decks, windows, doors, gutters, porches, stairs and the like. Any change in the color or type of siding, roof materials, decks, windows, doors, gutters, porches or stairs, shall require the unanimous approval of the Executive Board.

Each Unit owner is solely responsible for any renovations in their Unit, which must not compromise the structural integrity of the Building.

14. Association of Unit Owners. The Association shall be the governing body for the Unit owners with respect to the administration of the Property as provided by the Act, this Declaration and the Bylaws. The Association shall elect officers as provided in the Bylaws.

Each Unit owner and/or owners shall be a member of the Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the regular membership appurtenant to that Unit to the transferee or transferees. A transfer pursuant to a mortgage, however, shall not transfer membership until foreclosure or a transfer to a mortgagee in lieu of foreclosure.

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

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make such copies available at a reasonable charge.

15. Executive Board.

A. The initial Executive Board of the Association shall consist of three (3) members to be appointed by the Declarant. The members so appointed may be removed and replaced by Declarant at Declarant's sole discretion. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, or (ii) five (5) years from the date the first Unit is sold, the Unit owners shall elect an Executive Board consisting of three (3) members. In the event that additional Units are created pursuant to the subdivision of Unit 3 as described in Section 2, or the addition of Units pursuant to Phase II as described in Section 9(L), then the number of Executive Board members shall be increased to a total of four (4), which change shall be implemented at the next regular election of Executive Board members immediately following the addition of such Unit(s).

B. The Executive Board shall possess all of the duties and powers granted to the Executive Board by the Act.

C. In the event that the Unit owners and/or Executive Board of the Association either (i) are unable to agree upon the expenses, budget or the performance of the maintenance, repair

and replacement of the Common Elements, exterior of the Building which form a portion of the Units or any other portion of the Condominium Premises by the Association and/or the Unit owners in accordance with the standards specified under the Declaration, the Bylaws or any Rules and Regulations adopted by the Association, which deadlock continues for 30 days after a Unit owner and/or Executive Board member sends written notice to the other parties in interest indicating the decisions in dispute, or (ii) are so divided that affairs of the Association that the Condominium Premises are suffering or will suffer irreparable injury, then in either such event the Association shall elect an independent professional property manager to handle such duties in dispute. If the parties cannot agree on the selection of such a manager, than a manager shall be selected in accordance with the procedures and with the powers specified below:

The party shall give notice to the other Unit owners specifying in said notice the name and address of the person designated to act as an arbitrator on his behalf. Within Twenty (20) days after the service of such notice, the other parties shall give notice specifying the name and address of the person designated to act as an arbitrator on its behalf. If the other owner fails to notify the first owner of the appointment of his arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet with Ten (10) days after the second arbitrator is appointed and if, by Sixty (60) days after the date of the appointment of the second arbitrator, the two arbitrators shall not agree upon the independent professional manager, they shall together appoint a third arbitrator. In the event of their being unable to agree upon such third arbitrator within thirty (30) days after the latest date for agreement, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of Ten (10) days. If the parties do not so agree, then either party, on behalf of both and on notice to the other may apply to the Cumberland County Superior Court for an appointment of such third arbitrator. It shall not be an objection to the nomination by either party that the arbitrator nominated by a party is not neutral, but the third arbitrator shall be a disinterested person. The decision of the arbitrators shall be final and the expenses of arbitration shall be assessed to the Units as a common expense. All arbitrators appointed must be employed in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise. Unless the Unit owners both agree to limit the scope of the managers duties, the independent property manager shall have full power to administer the Association, on its behalf, including (i) establishing the budget of the Association (ii) calculating, assessing and collecting common charges and service charges, (iii) management and administration of the Condominium, the Premises, the exteriors of the Units and Common Elements (iv) establishing reserves and (v) appointment and dismissal of personnel and agents for the maintenance of the Condominium. The manager's term shall continue for a minimum of One (1) year, renewable annually, unless both Unit owners agree in writing to cancel thirty (30) days prior to the anniversary date. The manager shall be paid a reasonable fee for his services; in the event of dispute the fee amount shall be determined by the arbitrators as set forth above.

16. Notice. The Secretary of the Association shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of Unit owners and/or mortgagees to be delivered as provided by the Bylaws of the Association.

17. Separate Taxation and Utilities. It is understood that real estate taxes are to be separately taxed to each Unit owner for such owner's Unit and the corresponding percentage of ownership in the Common Elements, following the first assessment date after the recording of this Declaration, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay a share thereof in accordance with such owner's relative percentage of ownership interest in the Common Elements.

Each Unit owner shall pay for such owner's telephone, electricity and other utilities that are separately metered or billed to each user by the respective utility company. Except as may otherwise be provided herein, utilities that are not separately metered or billed shall be treated as part of the common expense.

18. Insurance and Related Matters. With respect to the Common Elements and each Unit (exclusive of improvements and betterments installed in or about Units by Unit owners unless Association consents to each such improvement being so insured and each such improvement is expressly listed and insured through the Association's policy), the Association shall maintain insurance against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, for an amount sufficient to avoid the application of any co-insurance provision, and as may be further specified by the Bylaws. The proceeds of such insurance shall be used for the reconstruction of the Units and Limited Common Elements or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the policies shall contain the standard mortgage clause, provided, however, that the rights of the mortgagee of a Unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the Units. Each Unit owner shall indemnify and save harmless the Association from any liability, claim, loss, damage, expense, action or cause of action relating to or out of such owner's respective Unit and its appurtenant Limited Common Elements.

19. Mortgage Provisions.

A. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.

B. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

C. The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or any rules and regulations, shall send a copy of such notice within Thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.

D. Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days and to require annual reports and other financial data of the Association. If no audited financial statement is available, any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.

E. Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern:

(1) Any first mortgagee of a Unit in the condominium will, upon request, be entitled to inspect the books and records of the Association during normal business hours.

(2) No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(3) A first mortgagee of a Unit shall be entitled to prompt written notification from the Executive Board of (i) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured within thirty (30) days, (ii) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the Common Elements appurtenant thereto, (iii) any lapse or modification of insurance or fidelity bond coverages, (iv) any proposed amendment under Section 19 of this Declaration and (v) any proposed action that entitles an eligible mortgage holder to notice under Section 1602-119(b) of the Act.

(4) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit that accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from any subsequent owner of such Unit.

(5) So long as Declarant holds a mortgage on a Unit, that Unit owner shall not let or rent his Unit without first obtaining Declarant's prior written consent in each such instance. Notwithstanding the foregoing, any lease or rental of a Unit shall: (i) be in writing; (ii) involve the lease or rental of the entire Unit and not some lesser portion thereof; (iii) be for a term of not less than six (6) months; (iv) provide that the tenant is

subject in all respects to the provisions of the Declaration, Bylaws and any rules and regulations that may be adopted by the Executive Board; and (v) provide that failure by the lessee to comply with the terms of said documents shall be a default under such lease.

20. Method of Amending Declaration. Except to the extent otherwise provided in this Declaration or as expressly required by the Act, this Declaration may be amended by a vote or by written approval of the Unit owners of Units to which at least seventy-five percent (75%) of the votes in the association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing at least seventy-five percent (75%) of the votes allocated to Units that are subject to eligible first mortgages.

21. Name and Address. The name of the Condominium is Promenade Estates Condominium, and the Condominium is generally located at 108 Eastern Promenade, Portland, Maine.

22. Applicable Law; Interpretation; Severability. This Declaration shall be governed by and construed in accordance with the laws of the State of Maine. In the event of any conflict or discrepancy between this Declaration, the Bylaws and the Plat and the Plans, this Declaration shall govern. If any provision of this Declaration, the Bylaws or any rules and regulations are in conflict with any applicable laws, including the Act, then such laws shall govern and such invalid provision shall be of no force and effect, but the validity of the remainder of this Declaration, the Bylaws and any such rules and regulations shall not be affected thereby and shall remain in full force and effect as if such invalid provision had not been included.

The captions herein are inserted for convenience and reference and do not limit, alter or define the terms of this Declaration. All exhibits attached to this Declaration are made a part hereof by reference.

23. Remedies; Waiver. All rights, remedies and privileges granted to the Declarant, the Association or a Unit owner pursuant to the terms of this Declaration, the Bylaws and any rules and regulations shall be deemed to be cumulative to any other right or remedy under said documents or afforded by law or equity, and may be exercised concurrently, independently or successively. Any forbearance in exercising any right or remedy hereunder or otherwise available by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

24. Effective Date. This Declaration shall become effective when it and the Plat and the Plans have been recorded.

[END OF PAGE]

IN WITNESS WHEREOF, the Declarant has signed this document as of the date set forth below.

Witness

ANTHONY W. SALEM

STATE OF _____
County of _____

_____, 2005

Personally appeared before me the above-named ANTHONY W. SALEM, and
acknowledged the foregoing instrument to be his free act and deed.

Notary Public
Printed Name:

EXHIBIT A

A certain parcel of land, together with the buildings and improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, as shown on a certain plan entitled "Promenade Estates Condominium," being the "Condominium Plat" and Sheet 1, dated October 11, 2005, revised through November 29, 2005, and prepared by Back Bay Boundary, Inc., to be recorded in the Cumberland County Registry of Deeds.

Meaning and intending to describe and submit to the provisions of the Maine Condominium Act, and hereby so describing and submitting, Parcel Three described in a deed to Anthony Salem, dated July 14, 2004, recorded in the Cumberland County Registry of Deeds in Book 21614, Page 219.

EXHIBIT B

A certain parcel of land, together with the buildings and improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, shown as "Phase II Real Estate" on a certain plan entitled "Promenade Estates Condominium," being the "Phase II Real Estate Plat" and Sheet 7, dated October 11, 2005, revised through November 29, 2005, and prepared by Back Bay Boundary, Inc., to be recorded in the Cumberland County Registry of Deeds.

Being the same premises described in a deed from Carolyn R. Greaves to Anthony W. Salem and Waldon M. Geyer, dated September 12, 2005, recorded in the Cumberland County Registry of Deeds in Book 23 144, Page 12.