

Listed below are key characters (in bold) for searching within this file.

Hold down the control key and select the “f” key. Enter either a key character from the list below or document name and select enter for a list of documents containing the search word you entered.

APL – all documents behind this target sheet pertain to the original application submitted by the Applicant.

REVIEW – all documents behind this target sheet pertain to those documents submitted to and from staff as part of the project review.

PBM1 – all documents behind this target sheet are any Planning Board memos with attachments that went to the Board.

PBR1 - all documents behind this target sheet are any Planning Board reports with attachments that went to the Board.

CC1 - all documents behind this target sheet are any City Council memos/reports that went to the City Council.

DRC1 - all documents behind this target sheet are those pertaining to the post review of the project by the Development Review Coordinator.

MISC1 - all documents behind this target sheet are those that may not be included in any of the categories above.

APL

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Planning Copy**

2004-0162
Application I. D. Number
8/5/2004
Application Date
Wilson Heights Condominiums
Project Name/Description

Frank Grondin/Mainland Structures
Applicant
PO Box 128, 11 Bartlett Rd., Gorham, ME 04038
Applicant's Mailing Address

56 - 56 Wilson St, Portland, Maine
Address of Proposed Site
003 N009001
Assessor's Reference: Chart-Block-Lot

Consultant/Agent
Applicant Ph: (207) 856-1817 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

1,603 s.f. _____ Acreage of Site _____ Zoning R6

Check Review Required:

Site Plan (major/minor) Subdivision # of lots 4 PAD Review 14-403 Streets Review
 Flood Hazard Shoreland Historic Preservation DEP Local Certification
 Zoning Conditional Use (ZBA/PB) Zoning Variance Other _____

Fees Paid: Site Pla \$100.00 Subdivision _____ Engineer Review _____ Date 8/6/2004

Planning Approval Status:

Approved Approved w/Conditions See Attached Denied
Approval Date _____ Approval Expiration _____ Extension to _____ Additional Sheets Attached
 OK to Issue Building Permit _____ signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

<input type="checkbox"/> Performance Guarantee Accepted	_____ date	_____ amount	_____ expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	_____ expiration date
<input type="checkbox"/> Final Inspection	_____ date	_____ signature	
<input type="checkbox"/> Certificate Of Occupancy	_____ date		
<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date	_____ amount	_____ expiration date
<input type="checkbox"/> Defect Guarantee Released	_____ date	_____ signature	

REVIEW

18 January 2005

Mr. Ray Dulac, Project Manager,
Mainland Structures Corporation,
P. O. Box 128,
Gorham, Maine 04038

**RE: The Capacity to Handle the Anticipated Wastewater Flows,
from a Proposed Four Unit Condominium, at 56 Wilson Street.**

Dear Mr. Dulac:

The existing ten-inch diameter sanitary sewer pipe, located in O'Brion Street, has adequate capacity to **transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to **treat** the anticipated wastewater flows of **1,080 G.P.D.**, from the proposed residences.

Anticipated Wastewater Flows from the Proposed Residences:

4 Three Bedroom Units, @ 270 G.P.D.	= 1,080 G.P.D.
Total Proposed Increase in Wastewater Flows for this Project	= 1,080 G.P.D.

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and with the Maine D.E.P., requires C.S.O. abatement, as well as storm water mitigation, from all projects, in order to offset any increase in sanitary flows.

If The City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J Brancely, B.A., and M.A.
Senior Engineering Technician

FJB

cc: Alexander Q. Jaegerman, Director, Department of Planning, and Urban Development, City of Portland
Kandi Talbot, Planner, Department of Planning, and Urban Development, City of Portland
Eric Labelle, P.E., City Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Stephen K. Harris, Assistant Engineer, City of Portland
Jane Ward, Administrative Assistant, City of Portland
Desk file



January 4, 2005

City of Portland
Department of Planning & Development
Congress St.
Portland, ME 04101

Attn: Kandice Talbot

Mrs: Talbot;

I have discussed the planned 4 unit condo development to be known as Wilson Heights Condo's at the corner of Wilson and O'Brien streets in Portland with the developer Mainland Structures/Frank Grondin. The developer has access to finance capital if needed and we look forward to working with him on this matter in the future.

Sincerely;

Aaron Caman
Vice President

30 EQUINOX ROAD, P.O. BOX 1311 KENNEBUNK, MAINE 04043 TEL 207-985-9222 FAX 207-985-8882 WWW.RIVERGREENBANK.COM



FRANK D. GRONDIN BUILDERS,LLC
51 Maquiot Drive
Freeport, Maine 04032

Frank D. Grondin Builders, LLC, is a locally owned and operated company which was created to build quality homes in the greater Portland area, at affordable prices. In addition to the residential division, we have expanded into the commercial arena. As a general contractor, we have the capacity to do multiple jobs simultaneously, utilizing our experienced, and growing employee and subcontractor workforce. This gives us the ability to tackle large projects that have aggressive time schedules.

We have built new construction, 1,000 square feet to 6,000 square feet, or the daunting remodel other contractors turned away. We have proven that anything is possible, yet directly proportional to time and money, giving our clients guidance from start to finish.

We build our reputation on the pride we take in what we do, right down to the final punch list. From blueprints, to the statics of the building, to dealing with the various local entities, all the way to the Federal agencies. Frank D. Grondin Builders, LLC can also step back and be a subcontractor on larger jobs and perform on the details best suited for our business, per contract.

We just finished a 2 unit, 4500 square foot condo project on Randall Street in the fall of 2004 in the City of Portland. We look forward to breaking ground on Wilson Street.

DAVID HEMBRE - ARCHITECT

311 Foreside Road Falmouth, Maine 04105
email dhembre@aol.com tel/fax (207) 781-7227

EDUCATION

Harvard Graduate School of Design, Cambridge, Massachusetts
Masters of Architecture, 1990
University of Colorado, Boulder, Colorado
Bachelor of Environmental Design, 1982
Lewis and Clark College, Portland, Oregon
Liberal Arts, 1976-1978

EXPERIENCE

Self-employed 2000 to present
Emerson Residence, North Haven, ME
Thompson Residence, Portland, ME
Office Building, Gray, ME
Cronin Residence, Bailey Island, ME
Edwards Residence, Falmouth, ME
27 School Street, Freeport, ME
Samaras Residence, Falmouth, ME
Interior renovations of a condo in Brookline, MA
250 Commercial Street, Portland ME
Design and renovation of a 20,000 sf waterfront
industrial building
Consulting Architect with Van Dam & Renner Architects
2000-2001
Residences in:
Owls Head, Camden, Rockport,
Islesboro & Cape Elizabeth

Shepley Bulfinch Richardson and Abbott Architects, Boston
Associate 1990-2000

Joslin, Lesser & Associates, Cambridge 1985-1989
Notter Finegold + Alexander, Boston 1984-1985

REGISTRATION

Registered Architect:
Maine, Massachusetts, Colorado, Wyoming

MEMBERSHIPS

American Institute of Architects
NCARB
Maine AIA
Boston Society of Architects

PROJECT EXPERIENCE

W/
SHEPLEY BULFINCH
RICHARDSON & ABBOTT
INC.

Eugene Public Library, Eugene, Oregon
New main branch library
Wellesley College, Wellesley Massachusetts
Library Renovations
Bates College, Lewiston, Maine
Pettengill Hall
Augustana College, Rock Island, Illinois
F.W. Olin Education Technology Center
Colby College, Waterville, Maine
F.W. Olin Science Center & Library

Case Western Reserve University, Cleveland, Ohio
Kent Hale Smith Engineering and Science Building
Dartmouth Hitchcock Medical Center, Lebanon,
New Hampshire, Dartmouth Medical School

**PROJECT EXPERIENCE
W/
OTHER FIRMS**

Lathrop Community, Northampton, Massachusetts
Retirement Community
First Avenue Office Building, Needham, Massachusetts
Csaplár & Bok, Boston, Massachusetts
Law Firm Interiors
Pier 7 Condominiums, Charlestown, Massachusetts
Chart House Restaurant, New York, New York
Coast Guard facility, Boston, Massachusetts
New Athletic Facilities and Housing Renovation

REFERENCES

Peter Macomber
Macomber, Inc.
250 Commercial Street
Portland, Maine
(207) 772-1208

Sam Van Dam AIA
Van Dam & Renner Architects
66 West Street
Portland, Maine
(207) 775-0443

Malcolm Kent AIA, Principal
Shepley Bulfinch Richardson & Abbott Architects
40 Broad Street
Boston, Massachusetts
(617) 423-1700

John Kindschuh, Senior Vice President
Augustana College
Rock Island, Illinois
(309) 794-7444

Joe Feely AIA, Physical Plant
Colby College
Waterville, Maine
(207) 872-3356

Contractor
Dallas Folk, President
H.P. Cummings Construction Co.
Winthrop, Maine
(207) 377-2232

More on request

**PRINCIPAL AREAS
OF PRACTICE**

Residential, Academic Buildings, Libraries, Science/Lab Facilities

YEARS OF PRACTICE

20

Sebago Technics, Inc. Technical Ability

Sebago Technics, Inc. (STI) has been retained to perform surveying, civil engineering, and landscape design for the proposed project. The technical phase of this project includes the preparation of the site design, taking into account grading, utilities, and erosion control considerations.

Company Background

The firm was established in 1981. The company as a whole has grown to approximately 70 professionals. The firm consists of civil/site engineers, surveyors, landscape architects, soil scientists, and other professionals. In 1986, a computer-aided design drafting (CADD) division was established to further enhance our scope of available services. Sebago Technics, Inc. provides full-range technical assistance to developers, contractors and municipalities in the areas of commercial, residential and industrial developments.

Key Personnel

Walter P. Stinson, P.E.

President and founder of Sebago Technics, is a Registered Professional Engineer with a background that includes experience with the Department of Agriculture, Soil Conservation Service. He has a strong interest in land management, experience in grading and drainage practices, and maintains a strong involvement in all significant projects of the firm.

David St. Clair, P.L.S.

A Registered Land Surveyor, he joined the firm in 1994. His expertise in boundary and topographic surveying provides comprehensive land planning and design services to clients.

Danielle D. Betts, P.E.

A Registered Professional Engineer, she joined the firm in 1999 and is a Senior Project Manager. Her 9 years of practice in consulting engineering firms provides the required experience to allow for quality design work and effective project management.

January 7, 2005

Ray DuLac
Mainland Structures
%6 Wilson St.
Portland, Me. 04101

Re: 56 Wilson St.

Ray:

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed 4 unit building at 56 Wilson St. in Portland. Checking District records, I find there is a 6"CI water main on the south east side of Wilson St. as well as several hydrants along Wilson St.

The current data from the nearest hydrant indicates there should be adequate capacity of water to serve the needs of your proposed project.

Hydrant Location: O'Brion St. @Wilson St.
Hydrant # 12
Static pressure = 48 SI
Flow = 822 GPM
Last Tested = 6/24/91

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Jim Pandiscio
Means Coordinator

DECLARATION OF CONDOMINIUM
Wilson Heights Condominiums
56 Wilson Street, Portland, Maine

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. Wilson Heights, LLC, a Maine Limited Liability Company, with a place of business in Portland, Maine ("Declarant"), owner in fee simple of the land described in Exhibit A annexed hereto, located within the City of Portland, Cumberland County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act" or "Act") and hereby creates with respect to the Property a condominium, to be known as "**Wilson Heights Condominiums**" (the "Condominium"). The Property is shown on the plan recorded on _____, in the Cumberland County Registry of Deeds in Plan Book _____, Page _____, identified as follows: "Condominium Plat of 56 Wilson Street, Portland, Maine," dated _____2005, and on the plan to be recorded in the Cumberland County Registry of Deeds identified as follows: "Horizontal and Vertical Boundaries of 56 Wilson Street, Portland, Maine," dated _____2005 (collectively the "Plan").

Section 1.2. Name and Address of Condominium. The name of the Condominium is the "Wilson Heights Condominiums." The address of the Condominium is 56 Wilson Street, Portland, Maine 04101. The name of the unit owners association is the "Wilson Heights Condominium Association" (the "Association") and its address is 56 Wilson Street, Portland, Maine 04101.

ARTICLE 2

DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Additional Units" mean the Units, if any, which may be added by the Declarant to the Condominium in accordance with Section 10.2 of this Declaration.

(b) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(c) "Association" means the Homeowners Association of the Condominium, which is known as the Wilson Heights Condominium Association.

(d) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(h) "Condominium" means the Condominium described in Section 1.1 above.

(i) "Condominium Documents" means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(j) "Declarant" means Wilson Heights, LLC, its successors and assigns.

(k) "Declaration" means this document, as the same may be amended from time to time.

(l) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property from the Condominium.

(m) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(n) "Executive Board" means the Executive Board of the Association.

(o) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(p) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(q) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(r) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described either in the Condominium Act as being Limited Common Elements or described herein or in the Condominium Documents as being Limited Common Elements. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(s) "Limited Common Expenses" mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by to Section 1603-115(c) of the Condominium Act.

(t) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium.

(u) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

- (v) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.
- (w) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.
- (x) "Property" means the Property described in Section 1.1 above.
- (y) "Plats and Plans" means the Plats and Plans recorded in the Cumberland County Registry of Deeds, as such may be amended from time to time.
- (z) "Record" means to record in the Cumberland County Registry of Deeds.
- (aa) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.
- (bb) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.
- (cc) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.
- (dd) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

Section 2.3. Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3

UNIT BOUNDARIES

Section 3.1. Units. This Declaration creates four (4) residential condominium units on the Land designated as Units 1-4, as shown on the Plan, which is the maximum number of units. The condominium building contains four (4) condominium units. Attached as Exhibit B hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each unit.

Section 3.2. Unit Boundaries. The boundary lines of each Unit are as shown on the Plats and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the plane of the ceiling of each level of the Unit; (ii) Lower Boundary: the horizontal plane of the top surface of the undecorated floor or undecorated concrete floor slab of each level, as applicable.

(b) The vertical (perimeter) boundaries of each Unit shall be the walls bounding the Unit and adjacent to either an adjoining Unit or the exterior walls of the Building extended to the intersections with each other and with the upper and lower boundaries.

(c) Boundary lines shall also be the Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units, if any, or Common Elements,

including the thickness of the finish material such as plaster or drywall, and the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

- (d) Each Unit's identifying number is shown on the Plats and Plans and on **Exhibit B**.

Section 3.3. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefore in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND LIMITED COMMON PROPERTY

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, public and private utility lines, floors and ceilings (other than the portion of the floors and ceilings which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), perimeter walls of Units (other than the portion of walls which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), structural parts of the buildings, including structural columns, girders, beams and supports, and any easements as set forth in **Exhibit A** for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

- (a) **Grounds.** The land, lawns, trees, any forested areas, unit driveways, unit walkways, signage, and any common facilities or storage buildings.
- (b) **Systems & Utilities.** Sewer Pump Station and Sanitary sewer to each unit, if any, electric distribution to each unit meter, water distribution to each unit master valve, storm and unit drainage system, water lines servicing more than one unit (in foundation, basement, and exterior walls), sewer lines up to unit outlet (in foundation, basement, and exterior walls), electrical wiring from meter and serving more than one unit (in foundation and exterior walls), master electrical panel, laundry piping and valves, life safety equipment (excluding smoke detectors);
- (c) **Interior Structure & Fixtures.** Sheetrock (interior of exterior walls), interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

- (d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor, and insulation), foundation walls, all floor slabs, exterior foundation drains, interior foundation drains, front and rear steps and railings, attic floors, sun rooms (roofing, walls, foundation), dormers (roofing and walls, but excluding new dormer construction), and porches (including structural components).
- (e) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve.

Section 4.3. Specified Limited Common Elements. Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes, any individual unit mailboxes, doorsteps, stoops, steps, porches, balconies, patios, decks, basement storage areas, and flues and all exterior doors, parking spaces as described below, and windows or other fixtures designed to serve a single unit but located outside a unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, certain specified Limited Common Elements are allocated to particular Units as designated on the Plats and Plans, which specified Limited Common Elements expressly include without limitation the following:

- (a) Parking Spaces. Each unit shall be allocated one (1) parking space as a limited common element, as designated on the Plans, or otherwise as designated by the Executive Board.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans. Pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, doorstep, stoop, balcony, porch, deck, or patio, if any, shown adjacent to a Unit is a Limited Common Element appurtenant to that Unit.

Section 4.5. Reserved Common Elements. The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Owners and to establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2. Maintenance of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of and at the expense of the Association.

Section 5.3. Maintenance of Common Elements. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses.

Section 5.4. Maintenance of Unit. Each unit Owner shall keep and maintain his Unit including the building, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. Each unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No unit Owner shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 5.5. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.4, but not performed by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any

Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached as **Exhibit B** hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium on **Exhibit B**, and as such shall be determined by the same formula by which the shall be the same percentage share as the Percentage Interest set forth Percentage Interest is determined.

Section 6.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

ARTICLE 7

MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Section 7.2. Maintenance Responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8

EASEMENTS

Section 8.1. Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other

projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility 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. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1(b), any such easement through a Unit shall be located either in, substantially the same location as such facilities or similar, facilities existed at the time of first conveyance of a Unit in the Unit by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board 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 shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and

equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) 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 Property (including, but not limited to the Limited Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

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

(2) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will, not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and

(4) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements, if any.

(i) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements and Property, the Limited Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(1) and the following Section 8.1(i)(2) or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

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

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, 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.

Section 8.2. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.3. Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions as provided on the Plan.

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND/OR UNITS

Section 9.1. The following restrictions shall apply to the use of the Condominium:

(a) Residential Use. The Units, Lots, and Common Elements (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales

office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units. Except as otherwise provided herein, no Unit shall be substantially altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved by a majority vote of the Executive Board of the Association. Executive Board approval shall not be required for minor alterations or renovations that do not affect the structural integrity of any Common Elements. For purposes of this paragraph, the term "minor alterations or renovations" shall specifically include, without limitation, the following: interior painting, wallpaper installation, carpet installation, refinishing

of hardwood flooring, installation of lighting fixtures, and bathroom or kitchen remodeling projects that do not affect the structural integrity of any Common Elements.

(i) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

Section 9.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no mandatory rental program offered to the Owners by Declarant, Managing Agent or any third parties. An Owner other than the Declarant may rent his Unit, although the Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration.

(c) This Section 9.2. shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Condominium Act; and

(d) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

Section 10.2. Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act.

Section 10.3. Amendment. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall possess all of the duties; and powers granted to the Executive Board by the Act.

Section 12.2. Disputes. (a) Regarding Owners, Condominium, and Condominium Documents. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. Notwithstanding the foregoing, any deadlock among the Owners or Executive Board that relates to the budget or any of the material matters set forth in Article 18 shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, which shall take place in Portland, Maine. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

Section 12.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 13

LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an

Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 13.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 13.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 14

ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments, budget deficits; such expenses as are necessary for the Association's share of any common expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements, Limited Common Elements and Limited Common Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with the Bylaws and as circumstances may reasonably require, shall assess Limited Common Expenses as follows: (i) If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Executive Board shall determine; (ii) If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense may be assessed solely against all the Units benefited in proportion to the relative

Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense Liabilities may be changed as provided in Section 6.2 and **Exhibit B**; and (iii) If a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element or Property, that Limited Common Expense may be assessed solely against all the Units to which that Limited Common Element or Property is allocated in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board shall determine, or as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**.

Section 14.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Units owned by the Declarant, the Declarant in its discretion may elect: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as a part of the Common Expenses or Limited Common Expenses for such year; or (b) to offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 14.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 14.6. Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 14.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable

attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

Section 14.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 14.10. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

ARTICLE 15

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

Section 15.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 15.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 15.5. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 16

INSURANCE

Section 16.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and Limited Common Elements and Property, the Units and all improvements, fixtures and appliances contained within the Unit and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by an Owner and all other personal property of the Owner. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "Wilson Heights Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements and property, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

Section 16.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) Each Owner may obtain additional insurance at his own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not

within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 16.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

Section 16.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 16.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 17

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

ARTICLE 18

AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Owners under the Act or this Declaration, would be considered as 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 Common Elements into Units;

- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 19

TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 20

ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to:

- (a) Deal with, for and in the best interest of such Owner upon damage to or destruction of any personal property in his Unit; and
- (b) To enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties.

Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21

GENERAL PROVISIONS

Section 21.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 21.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 21.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 21.5. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 21.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 21.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 21.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed under seal this ___ day of _____ 2005.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNED, SEALED AND DELIVERED
In the presence of:

DECLARANT:
WILSON HEIGHTS, LLC

By: _____
Name: Frank D. Grondin
Its: Manager

STATE OF MAINE

CUMBERLAND, SS. _____, 2005

Then personally appeared the above-named Frank D. Grondin, Manager of Wilson Heights, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

Notary Public/Attorney at Law
Name: _____
Commission Expires: _____

EXHIBIT A

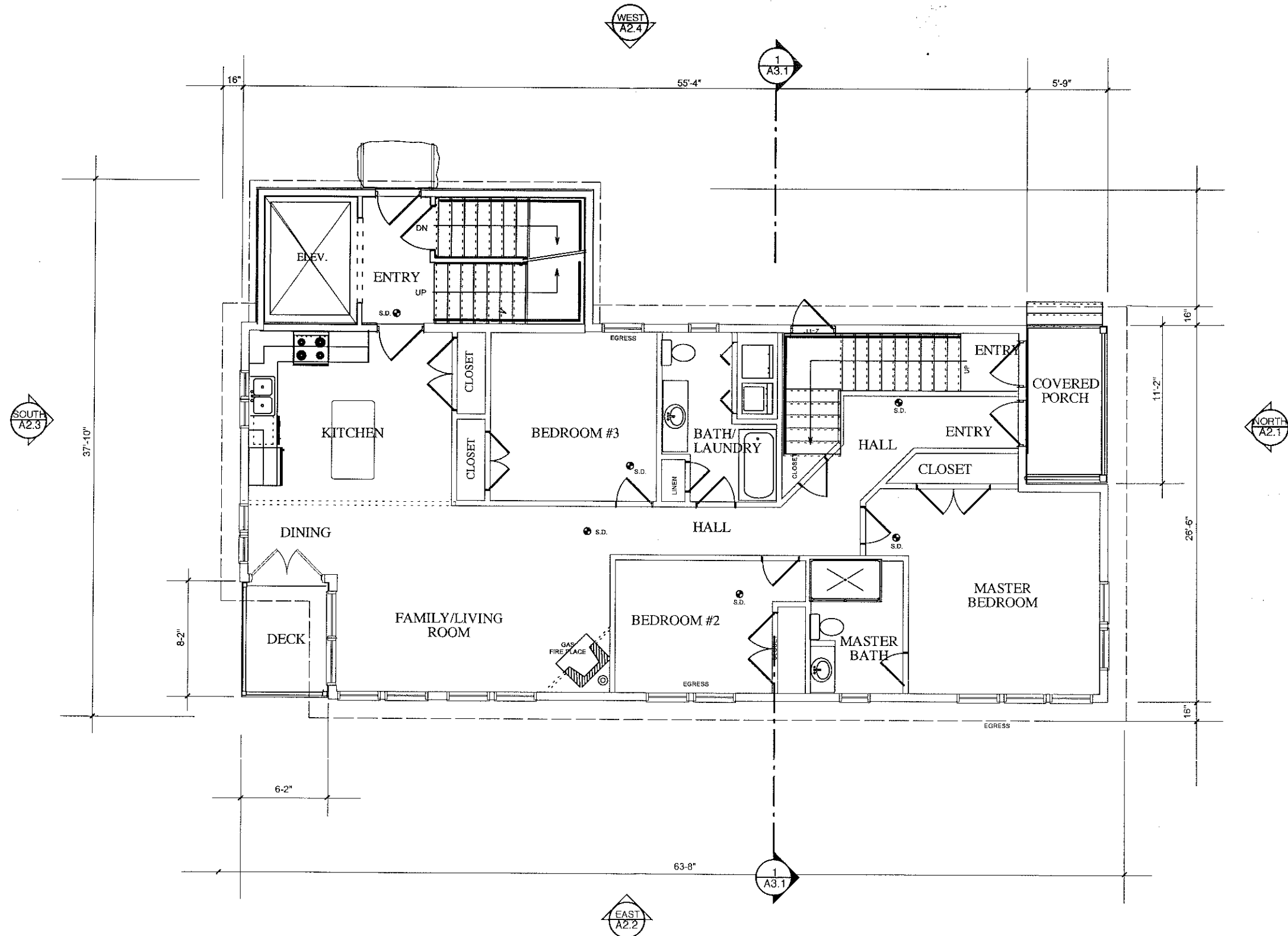
**WILSON HEIGHTS CONDOMINIUMS
56 Wilson Street, Portland, Maine**

A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

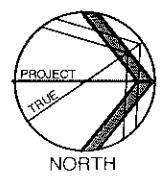
Beginning at the intersection of the Southeasterly side of Wilson Street with the Southwesterly side of Beckett Street, now known as O'Brion Street; thence Southeasterly by the Southwesterly side of Beckett Street, now known as O'Brion Street, eighty-eight and three tenths (88.3) feet to a point; thence Southwesterly on a line parallel to Wilson Street Fifty (50) feet to a point; thence Northwesterly eighty-eight and three tenths (88.3) feet, more or less, to a point on said Southeasterly side of Wilson Street fifty (50) feet, more or less, to a point on said Southeasterly side of Wilson Street fifty (50) feet Southwesterly from the point of beginning; thence Northeasterly fifty (50) feet to the point of beginning.

EXHIBIT B
PERCENTAGE INTERESTS IN
COMMON ELEMENTS
AND
PERCENTAGE OF COMMON EXPENSE LIABILITY
WILSON HEIGHTS CONDOMINIUMS

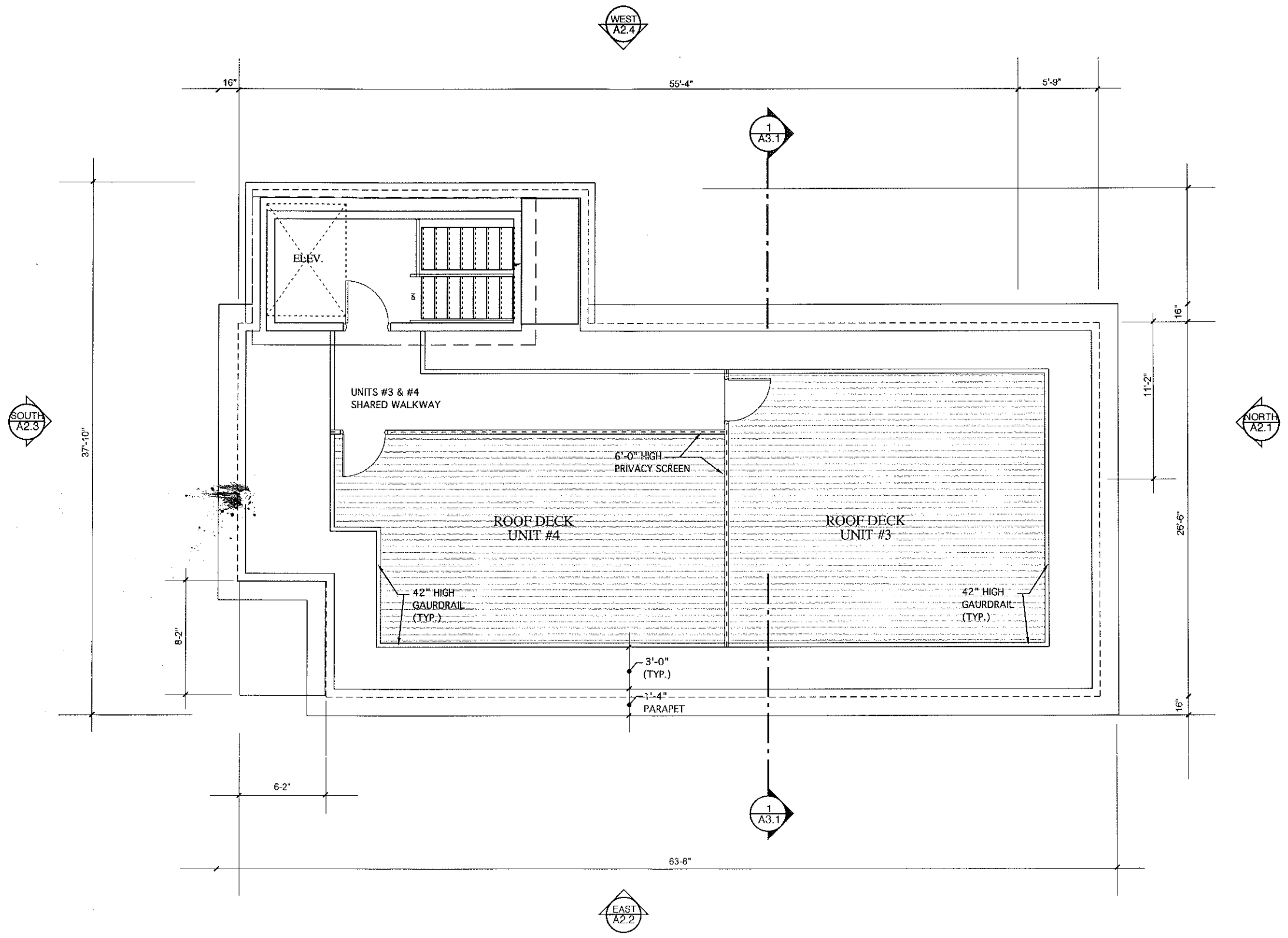
<u>UNIT</u>	Unit Percentage Interest And % of Common <u>Expense Liability</u>	<u>VOTE</u>
1	25%	1
2	25%	1
3	25%	1
4	25%	1



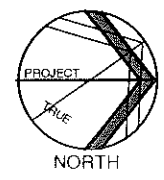
1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04
WILSON HEIGHTS CONDOMINIUMS WILSON STREET PORTLAND MAINE <small>DHA PROJ. # 2006</small>	
FIRST FLOOR PLAN SCALE: 1/4" = 1'-0"	
A1.1	
DRAWING NO.	



1 ROOF PLAN
SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALLOUT, MAINE 04105
(207) 781-7277

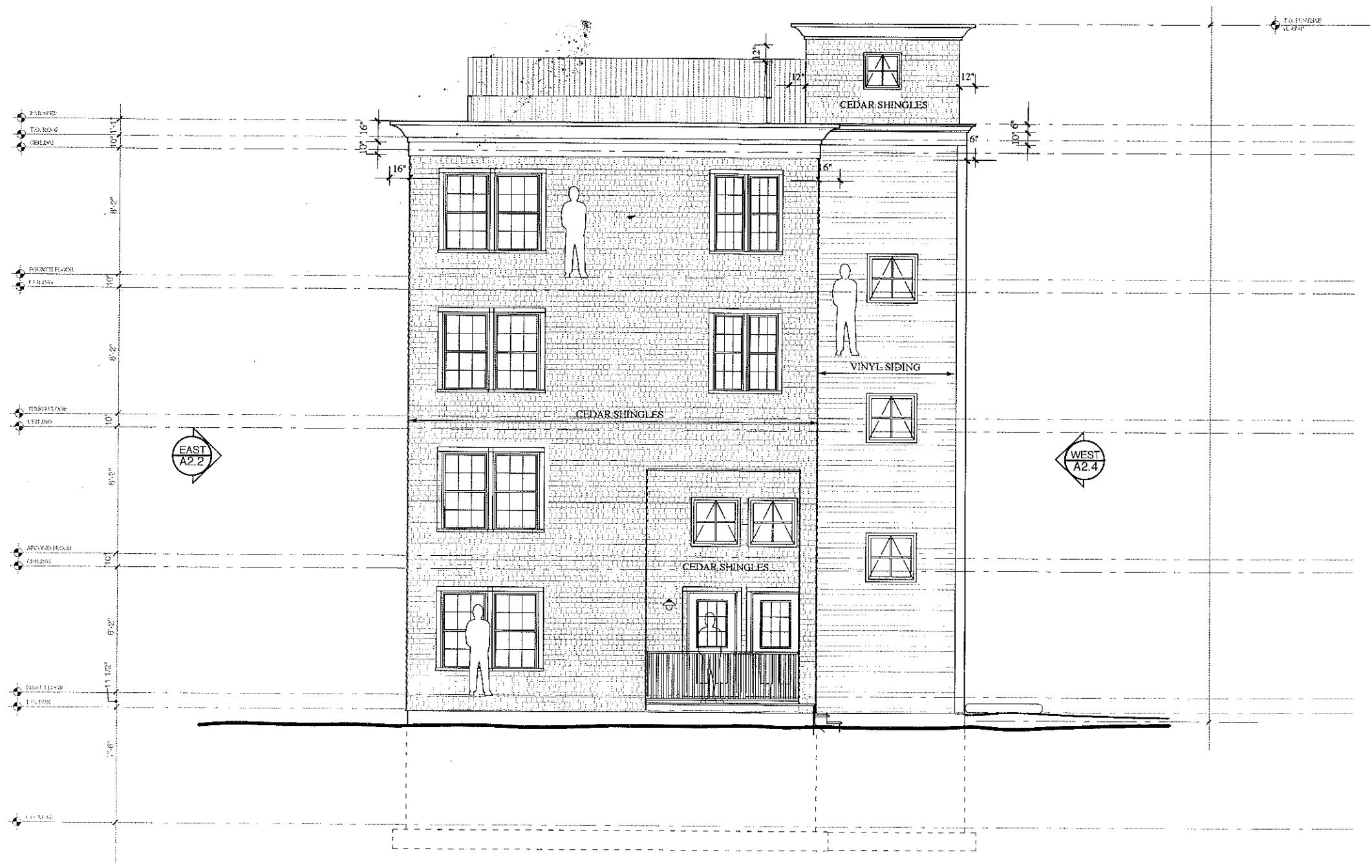
ISSUED FOR:	DATE
PUBLIC HEARING	11/30/05
SITE PLAN APPLICATION	8/5/04

**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND MAINE
DATA PROJ. # 20009

ROOF PLAN
SCALE: 1/4" = 1'-0"

A1.5

DRAWING NO.



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMRE - ARCHITECT 311 FORBES ROAD FALMOUTH, MA 01905 (507) 781-7227	
ISSUED FOR:	DATE:
PUBLIC HEARING: 1/18/05 SITE PLAN APPLICATION: 8/5/04	
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	
NORTH ELEVATION SCALE: 1/4" = 1'-0"	
A2.1 DRAWING NO.	



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MA 01905
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS
DHA PROJ. # 20489

EAST ELEVATION
SCALE: 1/4" = 1'-0"

A2.2
DRAWING NO.



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS
DIA PROJ. # 21049

SOUTH ELEVATION
SCALE: 1/4"=1'-0"

A2.3
DRAWING NO.



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

**WILSON HEIGHTS
CONDOMINIUMS**
PROJECT ADDRESS

WEST ELEVATION
SCALE: 1/4" = 1'-0"

A2.4
DRAWING NO.

January 7, 2005

Ray DuLac
Mainland Structures
%6 Wilson St.
Portland, Me. 04101

Re: 56 Wilson St.

Ray:

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed 4 unit building at 56 Wilson St. in Portland. Checking District records, I find there is a 6"CI water main on the south east side of Wilson St. as well as several hydrants along Wilson St.

The current data from the nearest hydrant indicates there should be adequate capacity of water to serve the needs of your proposed project.

Hydrant Location: O'Brion St. @Wilson St.
Hydrant # 12
Static pressure = 48 SI
Flow = 822 GPM
Last Tested = 6/24/91

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Jim Pandiscio
Means Coordinator

**R-6 INFILL DEVELOPMENT DESIGN PRINCIPLES AND STANDARDS
REVIEW SHEET**

DATE: 10-20-04
PROJECT: Wilson/Orman

ADDRESS: _____

WBN

PRINCIPLE	STANDARD	ACCEPTABLE	NOT ACCEPTABLE	NOT APPLICABLE	COMMENTS & CONDITIONS
Proportion & Scale	A-1	✓			
	A-2	✓			
	A-3				Show dimensions of porch
Balance	B-1	✓			
	B-2	✓			
	B-3	✓			
Articulation	C-1				need to show dimensions
	C-2	✓			
	C-3	✓			
	C-4				Beef up window head trim
	C-5	✓			Extend front porch to align to entrance window
Massing	D-1	✓			
	D-2			✓	
	D-3	✓			
	D-4				See C-5 and A-3, covered side entry
	D-5				"
	D-6				need same dimension
	D-7			✓	
Context	E-1	✓			
	E-2	✓			
	E-3	✓			
Orientation to the Street	F-1				See C-5
	F-2				Show sill elevation dimension
	F-3	✓			
Materials	G-1				
	G-2				
	G-3				
	G-4				
	G-5				

ALTERNATIVE DESIGN REVIEW OPTION

- A.
- B.
- C.
- D.

R-6 INFILL DEVELOPMENT DESIGN PRINCIPLES AND STANDARDS
REVIEW SHEET

RK

DATE: _____

PROJECT: _____ ADDRESS: Wilson St

PRINCIPLE	STANDARD	ACCEPTABLE	NOT ACCEPTABLE	NOT APPLICABLE	COMMENTS & CONDITIONS
Proportion & Scale	A-1	✓			
	A-2	✓			
	A-3				show dimensions of the porch
Balance	B-1	✓			
	B-2	✓			
	B-3	✓			
Articulation	C-1				show dimensions, seem undersize
	C-2	✓			
	C-3	✓			
	C-4				head trim needs to be beefed up
	C-5	✓			spread out porch fit in architecturally
Massing	D-1	✓			
	D-2			✓	
	D-3	✓			
	D-4				see C-5 and A-3
	D-5				see D-4
	D-6				show dimensions (1), show dimensions (2)
	D-7				bay window, cover porch
Context	E-1	✓			
	E-2	✓			
	E-3				
Orientation to the Street	F-1				porch for elevator needs to be upgraded
	F-2				show dimension
	F-3	✓			
Materials	G-1				
	G-2				
	G-3				
	G-4				
	G-5				

ALTERNATIVE DESIGN REVIEW OPTION

- A.
- B.
- C.
- D.

**R-6 INFILL DEVELOPMENT DESIGN PRINCIPLES AND STANDARDS
REVIEW SHEET**

EBM

DATE: _____
PROJECT: WILSON HEIGHTS ADDRESS: _____

PRINCIPLE	STANDARD	ACCEPTABLE	NOT ACCEPTABLE	NOT APPLICABLE	COMMENTS & CONDITIONS
Proportion & Scale	A-1	✓			
	A-2	✓			
	A-3			?	SHOW PORCH DIMENSIONS
Balance	B-1	✓			
	B-2	✓			
	B-3	✓			
Articulation	C-1	✓			DIMENSION THE TRIM, PLEASE - BAND UNDER AREA
	C-2	✓			
	C-3	✓			
	C-4		✓		WINDOW HEAD TRIM - INTEGRATE PORCH (WOODEN)
	C-5				SHOW RAILING ON PARAPET.
Massing	D-1	✓			
	D-2	✓			
	D-3	✓			
	D-4				SEE C5 & A3
	D-5	✓			SHOW RAILINGS ON PARAPET
	D-6	✓		→	SHOW EYES & RAISE DIMENSIONED
	D-7	✓			
Context	E-1				
	E-2				
	E-3				
Orientation to the Street	F-1				SEE C5
	F-2				SHOW DIMENSION
	F-3				
Materials	G-1				
	G-2				
	G-3				
	G-4				
	G-5				

ALTERNATIVE DESIGN REVIEW OPTION

- A.
- B.
- C.
- D.

Re: Wilson Heights Condominiums

Sarah,

We did an estimate for sidewalks on O'Brion Street this past year. It's in the HCD proposal for funding in 2010. . The street PCI in 2001 was 44. Our records show the condition of that sidewalk to be a 4 -- 1 being new and 5 being terrible.

Therefore, the Public Works Department requires the replacement of the project's sidewalk and curb frontages along O'Brion and Wilson Street.

Eric Labelle
City Engineer



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

1/2 SCALE

ISSUED FOR:	DATE
SITE PLAN APPLICATION	8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS
DHA PROJ. # 26489

EAST ELEVATION
SCALE: 1/4" = 1'-0"

A2.2



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

1/2 SCALE

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR: DATE:

SITE PLAN APPLICATION 8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS

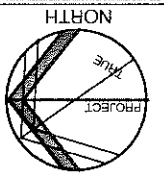
DHA PROJ. # 20409

SOUTH ELEVATION
SCALE: 1/4"=1'-0"

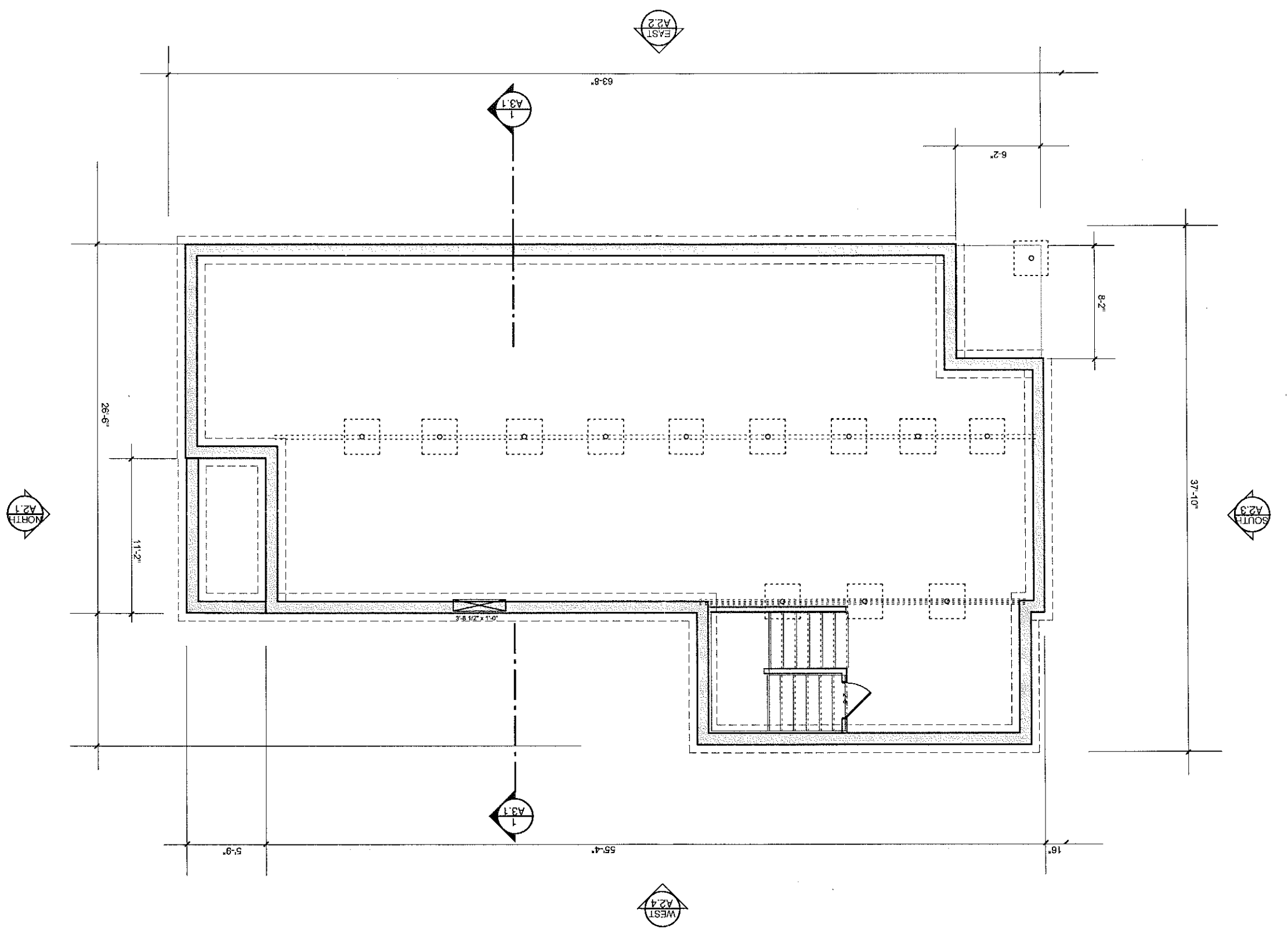
A2.3

DRAWING NO.

ISSUED FOR:	DATE



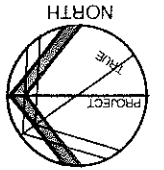
1
BASEMENT PLAN
SCALE: 1/4"=1'-0"



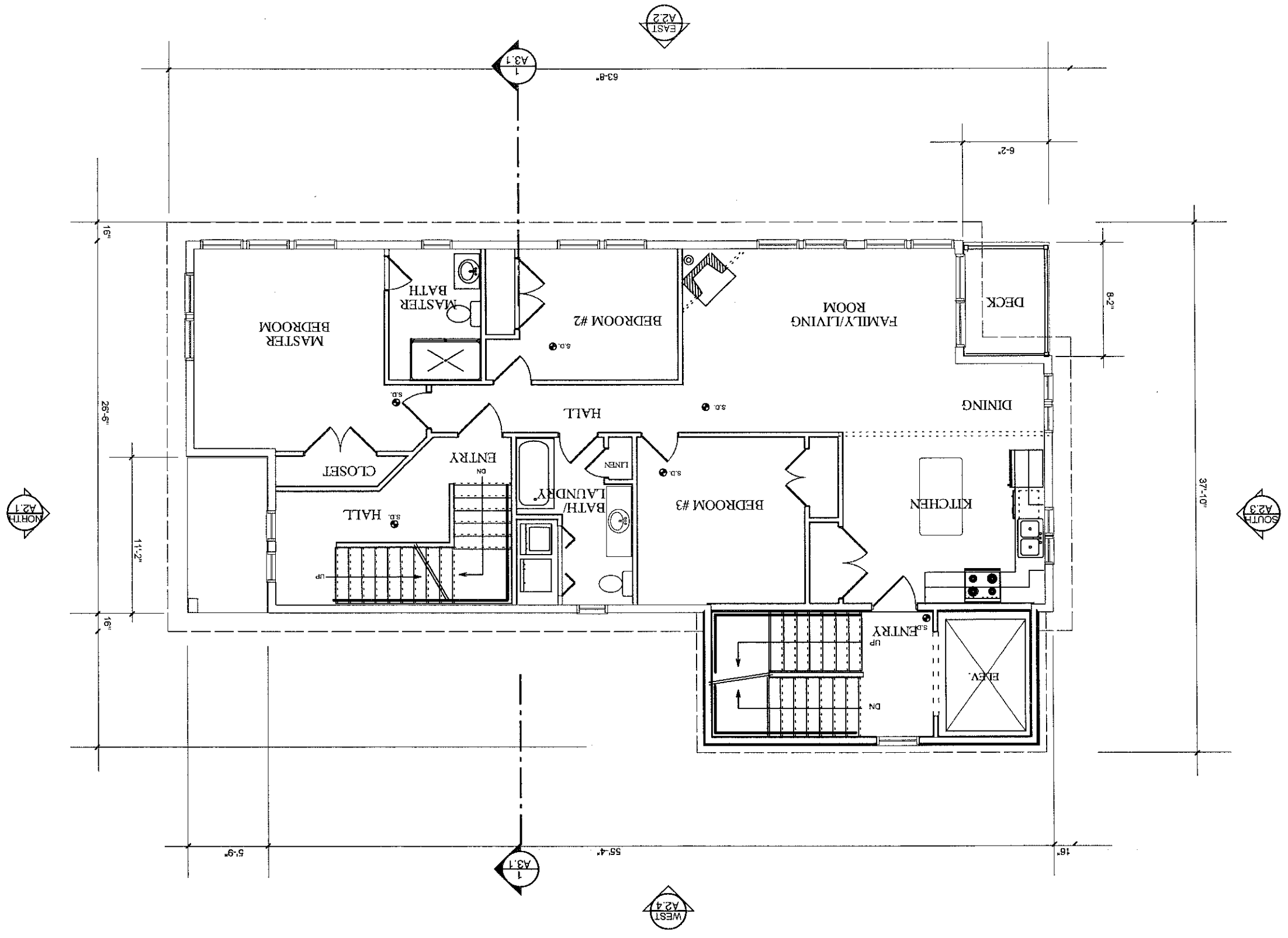
PH: PROJ. 2. 28.09

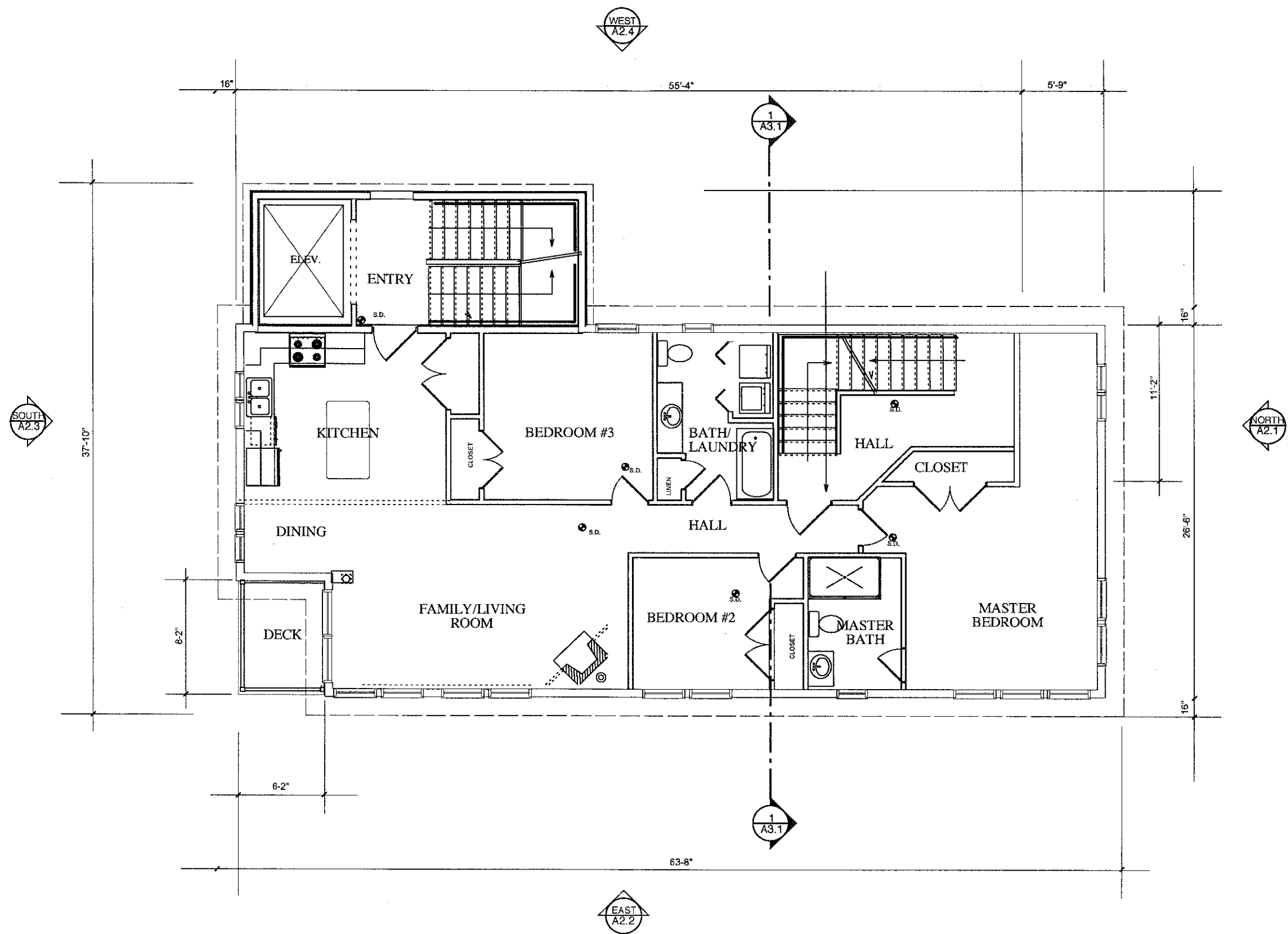
PLANNING HEARING
LOCATION
1/18/05
8/5/04

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	2/5/05

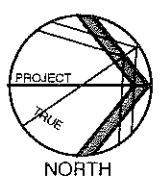


1 SECOND FLOOR PLAN (TYPICAL)
SCALE: 1/4"=1'-0"





1 THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT
 311 FORBES ROAD
 FALMOUTH, MAINE 04105
 (207) 781-7227

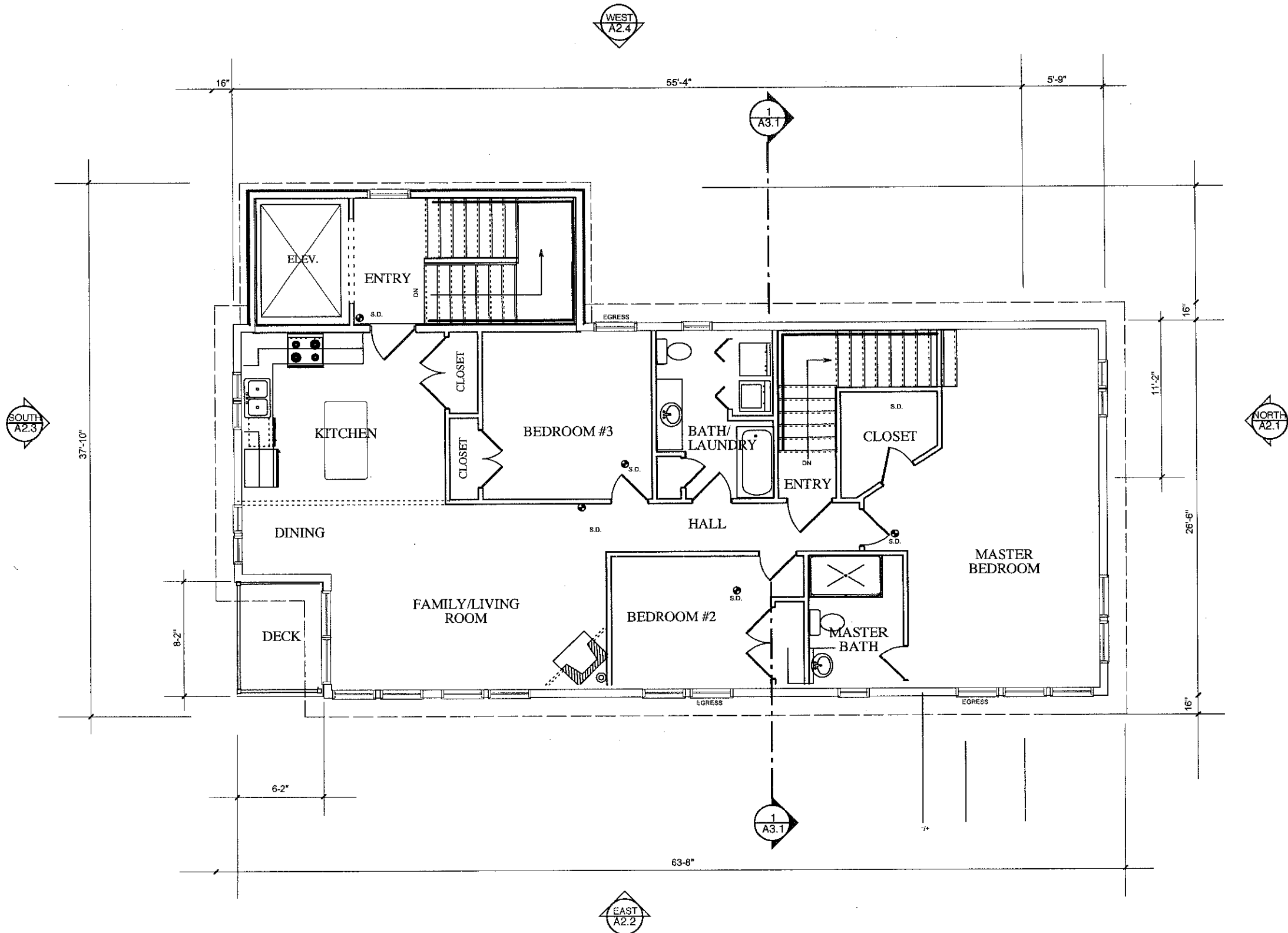
ISSUED FOR:	DATE

**WILSON HEIGHTS
 CONDOMINIUMS**
 WILSON STREET
 PORTLAND, MAINE
DNA PROJ. # 20089

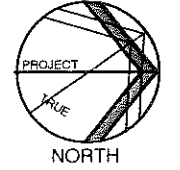
THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.3

DRAWING NO.



1 FOURTH FLOOR PLAN
 SCALE: 1/4" = 1'-0"



DAVID HEMBE - ARCHITECT
 311 FORESIDE ROAD
 FALMOUTH MAINE 04105
 (207) 781-7227

ISSUED FOR:	DATE

**WILSON HEIGHTS
 CONDOMINIUMS**
 WILSON STREET
 PORTLAND MAINE

FOURTH FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.4

DRAWING NO.

PBM1

Memorandum
Department of Planning and Development
Planning Division



To: Chair Delogu and Members of the Portland Planning Board

From: Kandice Talbot, Planner

Date: November 5, 2004

Re: November 9, 2004 Planning Board Workshop
Wilson Heights Condos, 4-unit Residential
56 Wilson Street
Mainland Structures, Applicant

A workshop has been scheduled to consider a 4 unit residential development on the corner of Wilson Street and O'Brion Street, proposed by Mainland Structures. The development name is Wilson Heights Condominium. This development will be reviewed under the R-6 small lot infill provisions. Site plan and subdivision review are required.

Land Area: 4,413 sq. ft.
Zoning: R-6
Dwelling Units: 4
Existing Use: Vacant land
Parking Spaces: 4

Proposed Development:

The applicant proposes a 4 unit multi-family building. Each unit will have one level of living space. The building has a footprint of about 1,603 sq. ft.

The building is sited on the corner of Wilson Street and O'Brion Street. The front doors of the building are on Wilson Street.

As the applicant intends to establish the project as a condominium, submission of a homeowners/condominium association documents will be required since the land area of the site will be owned in common.

R-6 Small Lot Zoning Standards

- Parking Spaces: Four (4) spaces proposed; zoning requires four (4).
- Open Space: All 4 dwelling units will have porches, meeting the zoning ordinance open space requirement.
- Side Yards: Side yards in the small lot provision are calculated by adding the sum of the new building height divided by five. The minimum side yard is calculated between buildings not property lines. The proposed building height is 45 feet. The height of the abutting building will need to be determined to calculate the side yard setback requirement.

Circulation

Access to the site will be by two driveways. One will be located off of Wilson Street and the other located off of O'Brion Street. The applicant is providing four (4) parking spaces on-site, which is the required number of parking spaces. The Traffic Engineer is currently reviewing the plans.

Curb and a paved sidewalk exist along both Wilson Street and O'Brion Street. As per the City's Sidewalk Materials Policy, a brick sidewalk will be installed along the frontage of the property. The plans shall show the areas of disturbance within the City's right-of-way.

Utilities

Existing utility lines will serve the development. The plans must indicate the utility connections. The applicant shall provide capacity letters from the Portland Sewer Division and the Portland Water District. The applicant shall also indicate if proposed electrical, telephone and cable lines will be provided underground.

Building Design

The project consists of four three-bedroom dwelling units in a four-story building with a full basement. Each unit will have individual porches. Floor plans are attached.

Under the Design Certification Program (sec. 14-526(a)(28)), staff is in the process of reviewing the exterior design. We expect to complete the review prior to the public hearing.

Landscaping

A landscape plan will need to be provided to staff. The subdivision ordinance requires two (2) trees per unit, which would be a requirement of eight (8) trees.

Engineering

Given the compact size of the lot and the urban character of the neighborhood, it is not practical to detain stormwater on the site. The site will sheetflow to the street. The Development Review Coordinator is currently reviewing the plan.

Fire

The Fire Department has reviewed and approved the plans.

Lighting

It is not clear if the applicant is proposing lighting on the site. If lights are proposed, a photometric plan and catalogue cuts of the lights shall be submitted to determine if it meets the lighting standards.

Issues to be Resolved Prior to Public Hearing

Right-of-way Disturbance

Utility Capacity Letters

Side Yard Setback

Landscaping

Lighting

Development Review Coordinator's Review

Neighborhood Meeting

Financial Capacity

Attachments:

1. Applicant's Submittal
2. Fire Approval
3. Site Plan
4. Elevations
5. Floor Plans

David Hembre - Architect

311 Foreside Road
Falmouth, Maine 04105
tel/fax 207-781-7227

5 August 2004

Department of Planning and Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: SITE PLAN APPLICATION -- WILSON HEIGHTS CONDOMINIUMS

To whom it may concern,

We respectfully submit the attached Site Plan Application for a new structure on an empty lot zoned R-6 in the Munjoy Hill neighborhood. The structure will house four individual residential units.

Sincerely,

A handwritten signature in black ink, appearing to read "David Hembre". The signature is fluid and cursive, written over a light background.

David Hembre, AIA

City of Portland Site Plan Application

If you or the property owner owe real estate taxes, personal property taxes or user charges on any property within the City of Portland, payment arrangements must be made before permit applications can be received by the Inspections Division.

Address of Proposed Development: ⁵⁶ CORNER OF WILSON ST. & OBRIEN ST. Zone: R-6		
Total Square Footage of Proposed Structure: <p style="text-align: center;">1,603 SF</p>	Square Footage of Lot: <p style="text-align: center;">4,413 SF</p>	
Tax Assessor's Chart, Block & Lot: Chart# Block# Lot# MAP 3 H009-001	Property owner's mailing address: FRANK GRANDIN MAINLAND STRUCTURES P.O. BOX 128 11 BARTLETT ROAD GORHAM, ME 04038	Telephone #: (207) 856-1817
Consultant/Agent, mailing address, phone # & contact person: SEBAGO TECHNICS ONE CHABOT STREET WESTBROOK, ME 04098-1339 DANIELLE BETTS	Applicant's name, mailing address, telephone #/Fax#/Pager#: FRANK GRANDIN MAINLAND STRUCTURES P.O. BOX 128 11 BARTLETT ROAD GORHAM, ME 04038	Project name: WILSON HEIGHTS CONDOMINIUMS
Proposed Development (check all that apply) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input checked="" type="checkbox"/> Subdivision (\$500.00) + amount of lots <u>4</u> (\$25.00 per lot) \$ <u>100.00</u> <input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____) <input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Stormwater Quality (\$250.00) <input type="checkbox"/> Section 14-403 Review (\$400.00 + \$25.00 per lot) <input type="checkbox"/> Other _____		
Major Development (more than 10,000 sq. ft.) <input type="checkbox"/> Under 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00) <input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00) <input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)		
Minor Site Plan Review <input type="checkbox"/> Less than 10,000 sq. ft. (\$400.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)		
Plan Amendments <input type="checkbox"/> Planning Staff Review (\$250.00) <input type="checkbox"/> Planning Board Review (\$500.00)		

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

FRANK GRODIN
 MAINLAND STRUCTURES
 P.O. BOX 128
 11 BANTLETT ROAD
 GORHAM, ME 04038

Submittals shall include (9) separate folded packets of the following:

- copy of application
- cover letter stating the nature of the project
- site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)
ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .50 per page (8.5 x11)
 you may also visit the web site: ci.portland.me.us chapter 14

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <i>Frank Grodin</i>	Date: <i>8/5/04</i>
---	---------------------

This application is for site review ONLY, a building Permit application and associated fees will be required prior to construction.

CITY OF PORTLAND, MAINE
 DEVELOPMENT REVIEW APPLICATION
 PLANNING DEPARTMENT PROCESSING FORM
 Fire Copy

Att. 2

2004-0162
 Application I. D. Number
 08/05/2004
 Application Date

Frank Grondin/Mainland Structures
 Applicant
 PO Box 128, 11 Bartlett Rd., Gorham, ME 04038
 Applicant's Mailing Address

Wilson Heights Condominiums
 Project Name/Description

Consultant/Agent
 Applicant Ph: (207) 856-1817 Agent Fax:
 Applicant or Agent Daytime Telephone, Fax

56 - 56 Wilson St, Portland, Maine
 Address of Proposed Site
 003 N009001
 Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify)

1,603 s.f. Proposed Building square Feet or # of Units Acreage of Site R6 Zoning

Check Review Required:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input checked="" type="checkbox"/> Subdivision
of lots 4 | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional
Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | | <input type="checkbox"/> Other |

Fees Paid: Site Plan \$100.00 Subdivision Engineer Review Date 08/06/2004

Fire Approval Status:

Reviewer Lt. MacDougal

- Approved Approved w/Conditions
See Attached Denied

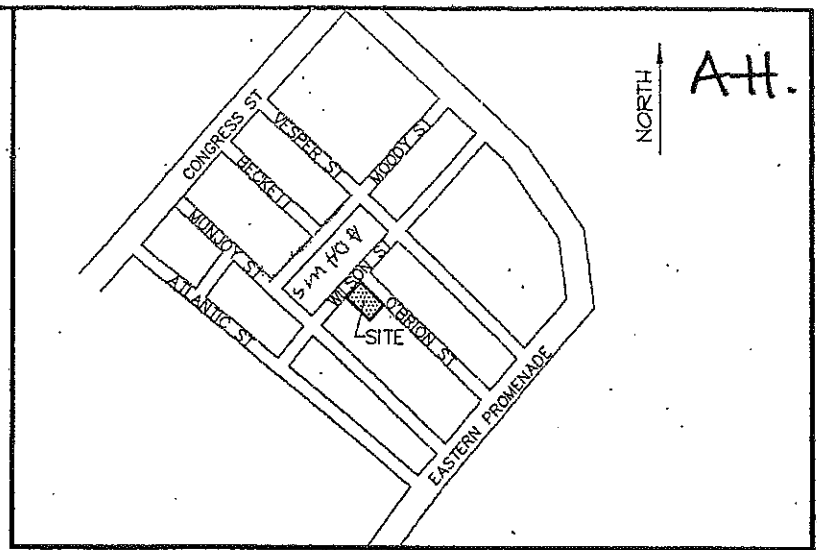
Approval Date 08/09/2004 Approval Expiration 08/09/2005 Extension to Additional Sheets Attached

Condition Compliance Lt. MacDougal signature 08/09/2004 date

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | date | amount | |
| <input type="checkbox"/> Building Permit Issue | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | date | <input type="checkbox"/> Conditions (See Attached) | expiration date |
| <input type="checkbox"/> Final Inspection | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | date | | |
| <input type="checkbox"/> Performance Guarantee Released | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | date | signature | |

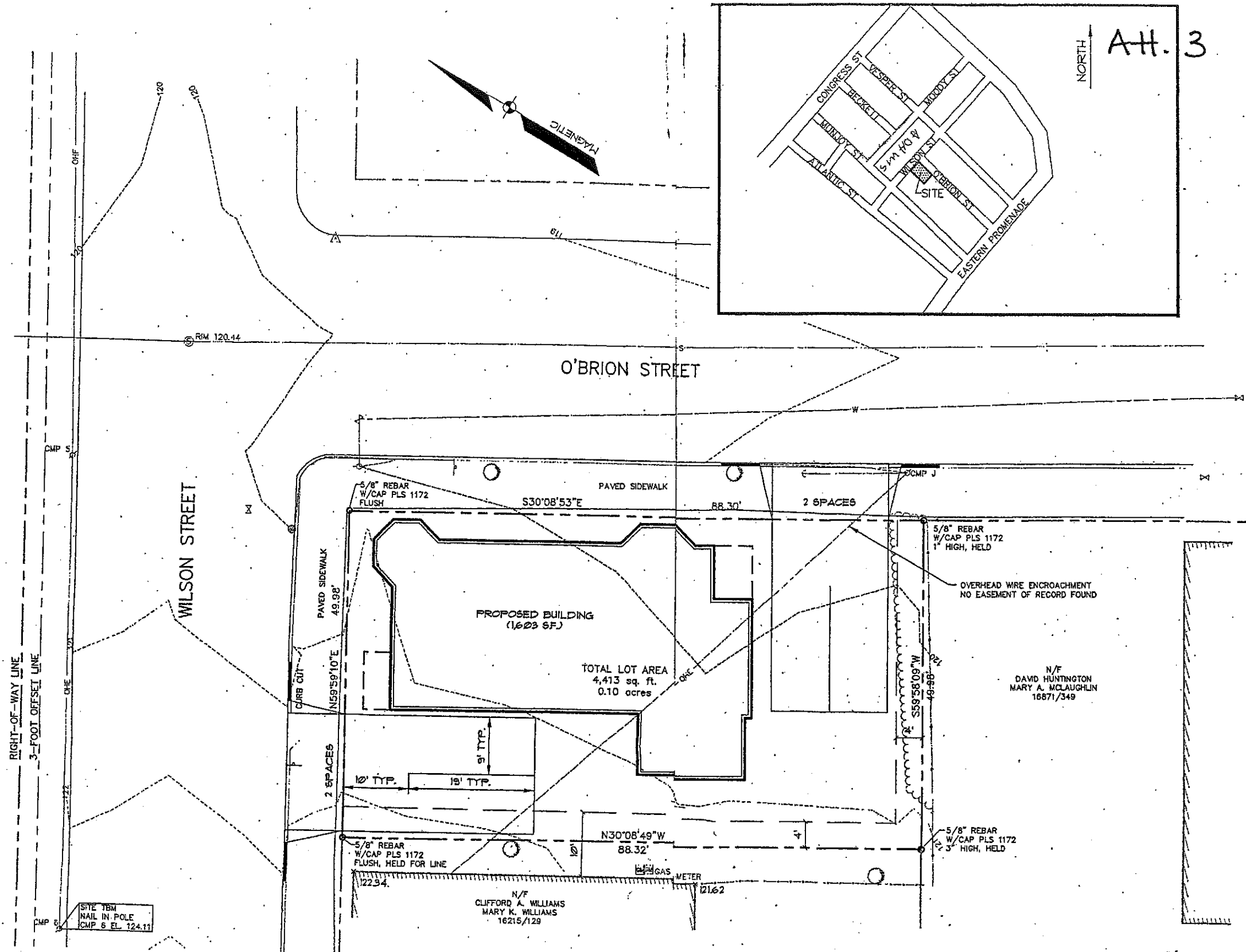


LEGEND

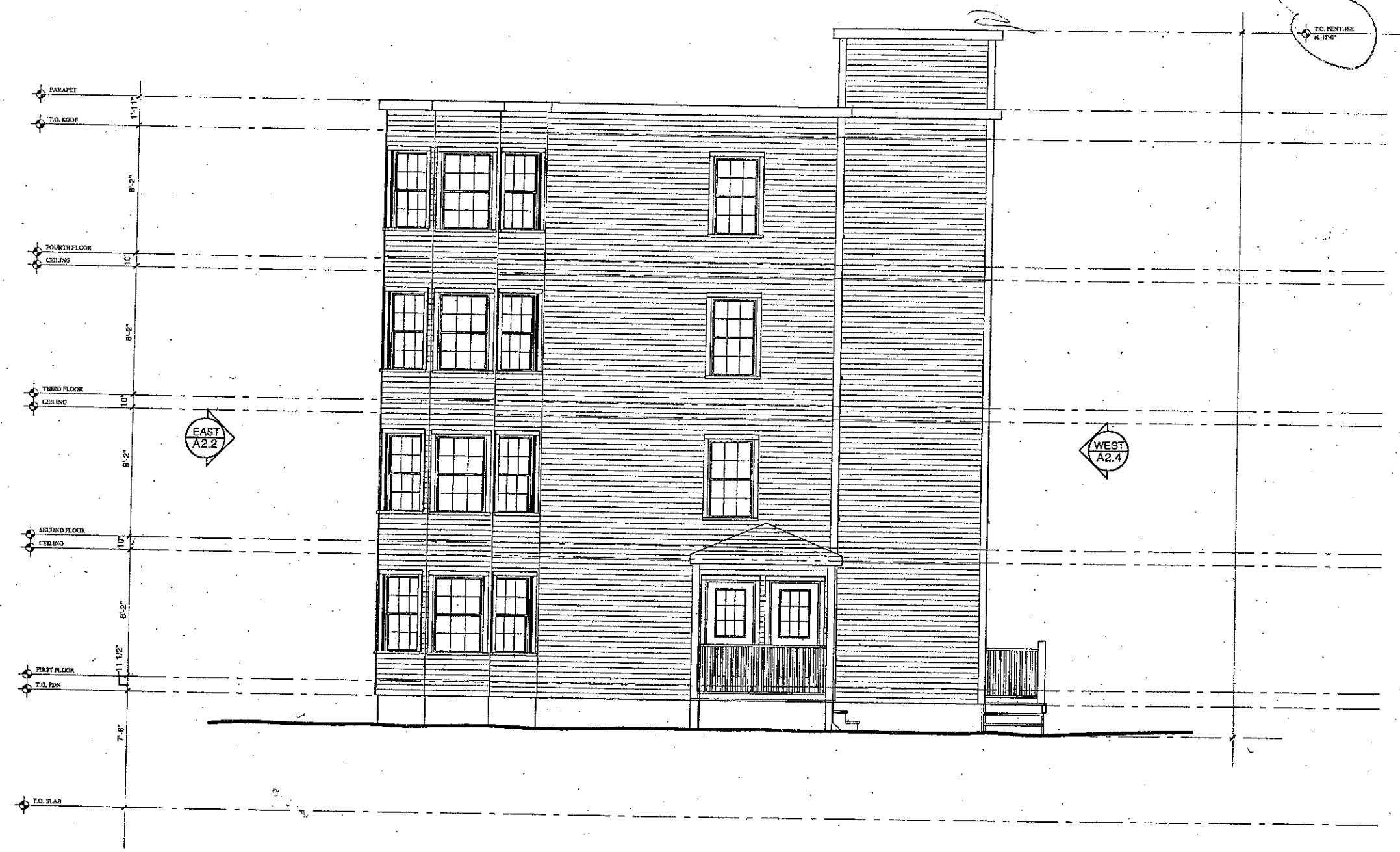
EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	MONUMENT	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	SIGN	---
---	CONTOURS	---
---	EDGE PAVEMENT	---
---	CURBLINE	---
---	TREELINE	---
---	GAS	---
---	SEWER	---
---	WATER	---
---	STORM DRAIN	---
---	OVERHEAD ELEC. & TEL	---
---	GATE VALVE	---
---	UTILITY POLE	---
---	HYDRANT	---
---	MANHOLE	---
---	CHAIN LINK FENCE	---
---	STOCKADE FENCE	---
---	DECIDUOUS TREE	---

BULK AND SPACE TABLE

	REQUIRED	PROVIDED
MIN. LOT SIZE	0	4,413 SF.
MAX. LOT SIZE	10,000 SF.	4,413 SF.
FRONT YARD	EQUAL OR LESS THAN 10'	
REAR YARD	10' MINIMUM BETWEEN PROPOSED BLDG. & ADJACENT STRUCTURES	
SIDE YARD	10' MINIMUM BETWEEN PROPOSED BLDG. & ADJACENT STRUCTURES	
MIN. STRUCTURE HEIGHT	2 STORIES ABOVE ADJACENT STREET GRADE	4 STORIES ABOVE ADJACENT STREET GRADE
MAX. STRUCTURE HEIGHT	45'	
OPEN SPACE	10% OF LOT AREA = 442 SF. AND AT LEAST 15' SQUARE	---
MIN. LOT WIDTH	NONE	49.98'
MIN. LAND PER DWELLING	125 SF.	1,103 SF.
PARKING	1 SPACE/DU = 4 SPACES	4 SPACES



Att. 4



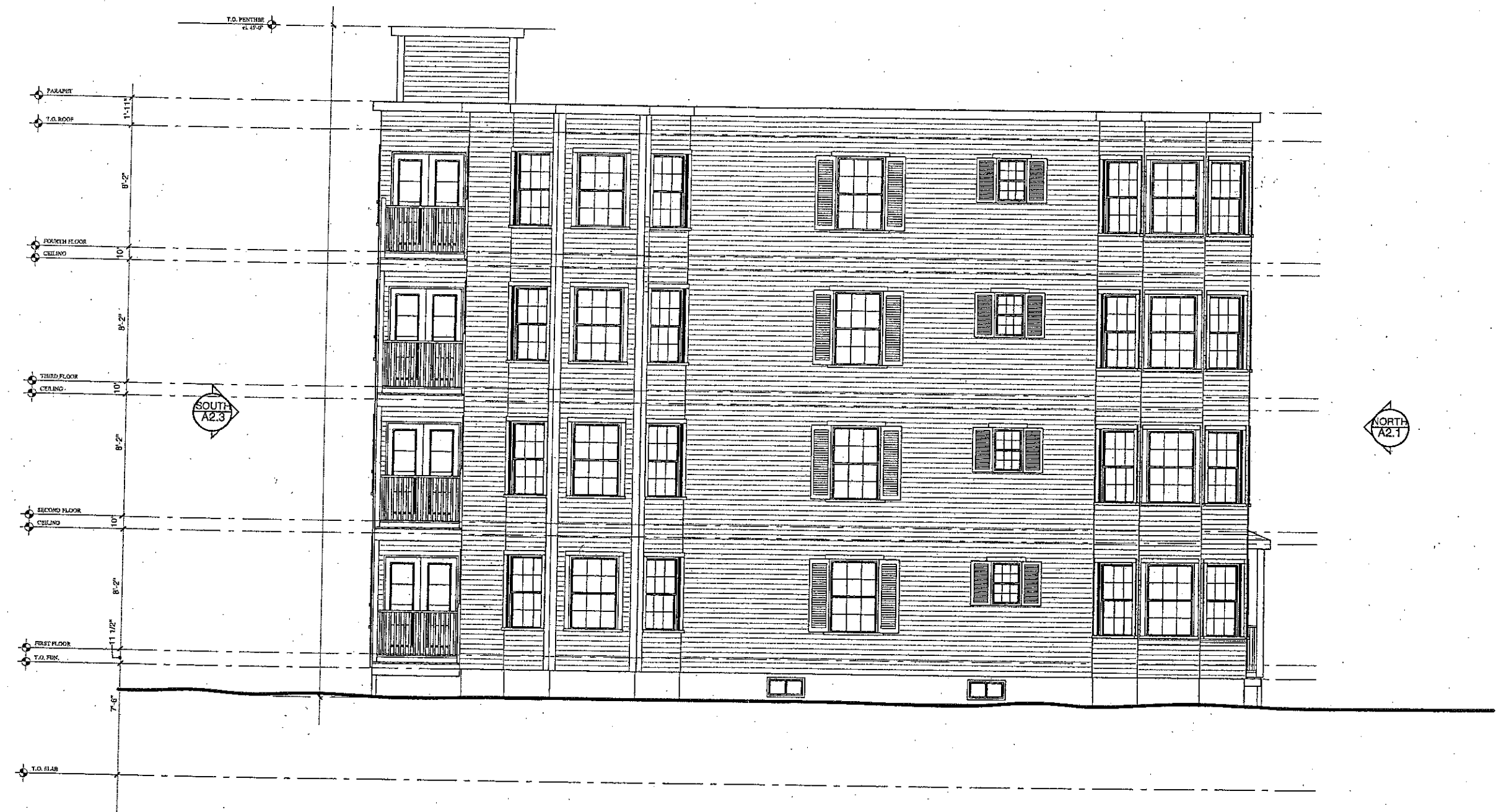
1 NORTH ELEVATION
 SCALE: 1/4" = 1'-0"
 Wilson Street

1/2 SCALE

DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
SITE PLAN APPLICATION	
8/5/04	
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	
NORTH ELEVATION SCALE: 1/4" = 1'-0"	
A2.1	

Alt. 4A

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"
O'Brien Street

1/2 SCALES

ISSUED FOR:	DATE:
SITE PLAN APPLICATION	8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS

EAST ELEVATION
SCALE: 1/4" = 1'-0"

A2.2

4B

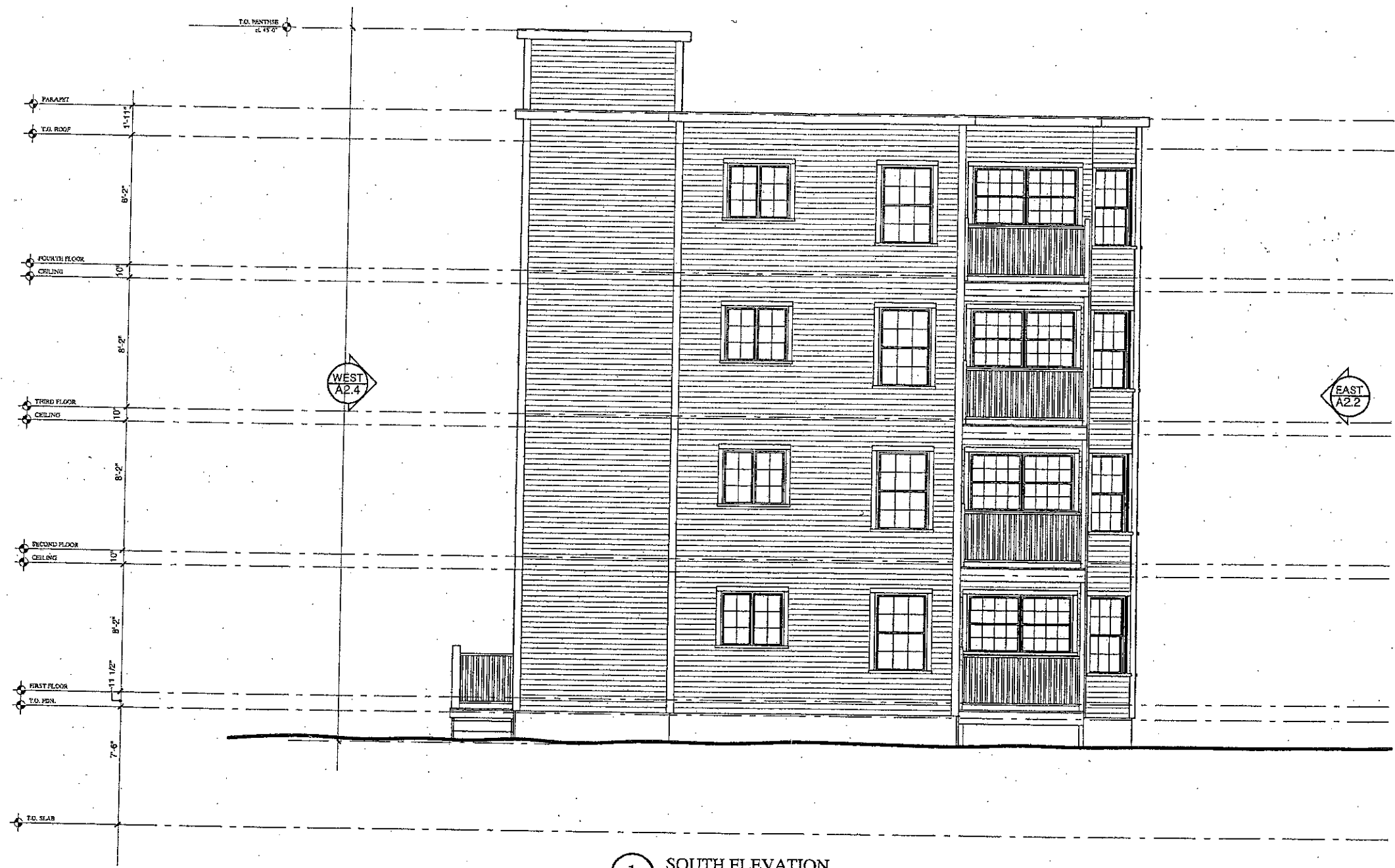


1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7727	
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	DEB PROT. # 28409
ISSUED FOR:	DATE:
SITE PLAN APPLICATION 8/5/04	
WEST ELEVATION SCALE: 1/4" = 1'-0"	
A2.4	

1/2 SCALE

4C



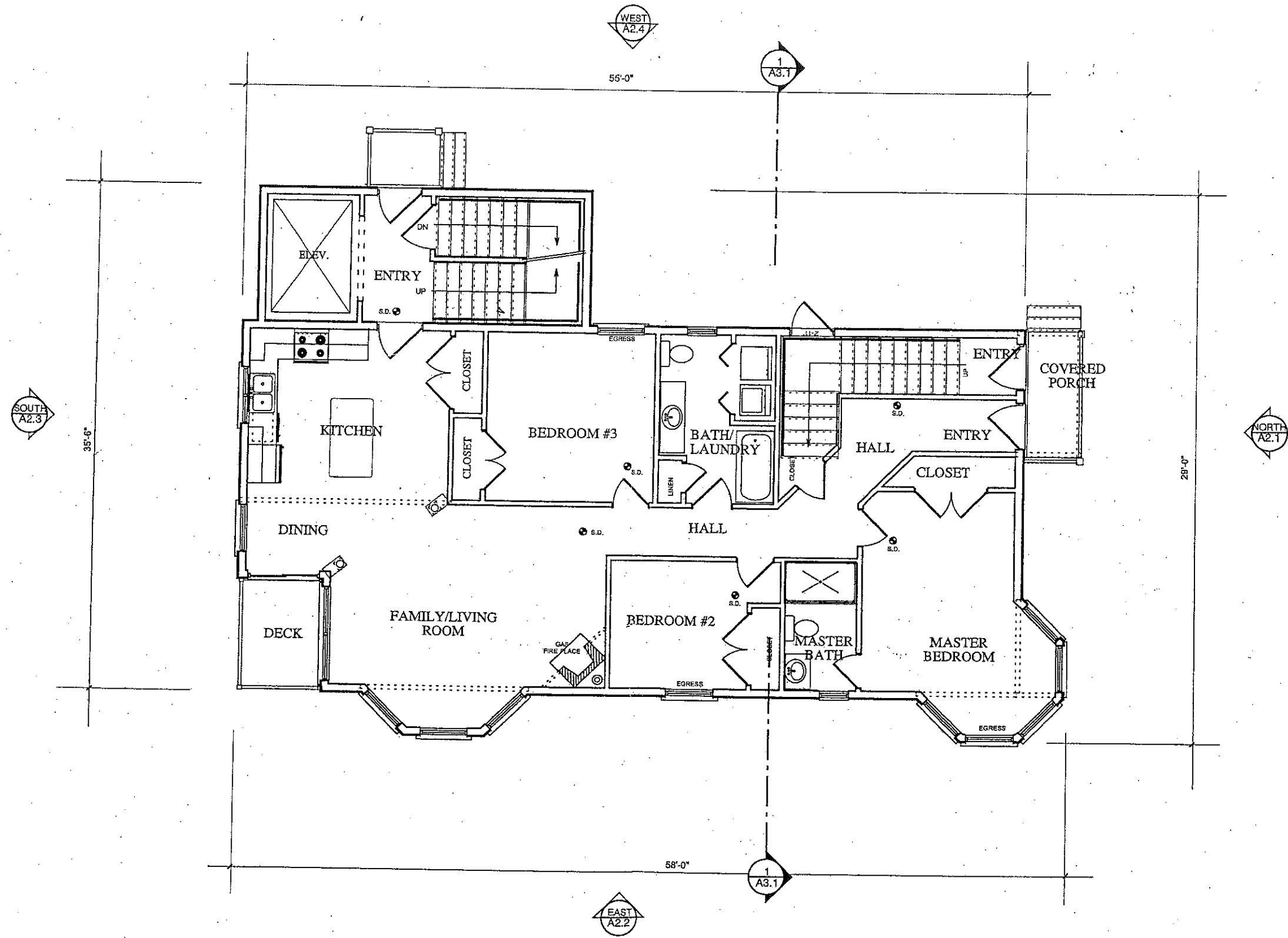
1 SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
SITE PLAN APPLICATION	8/5/04
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	
SOUTH ELEVATION SCALE: 1/4" = 1'-0"	
A2.3	

1/2 SCALE

Alt. 5

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227



ISSUED FOR:	DATE

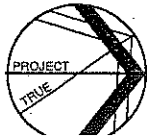
WILSON HEIGHTS
CONDOMINIUMS
WILSON STREET
PORTLAND MAINE
DMA PROJ. # 26488

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

A1.1

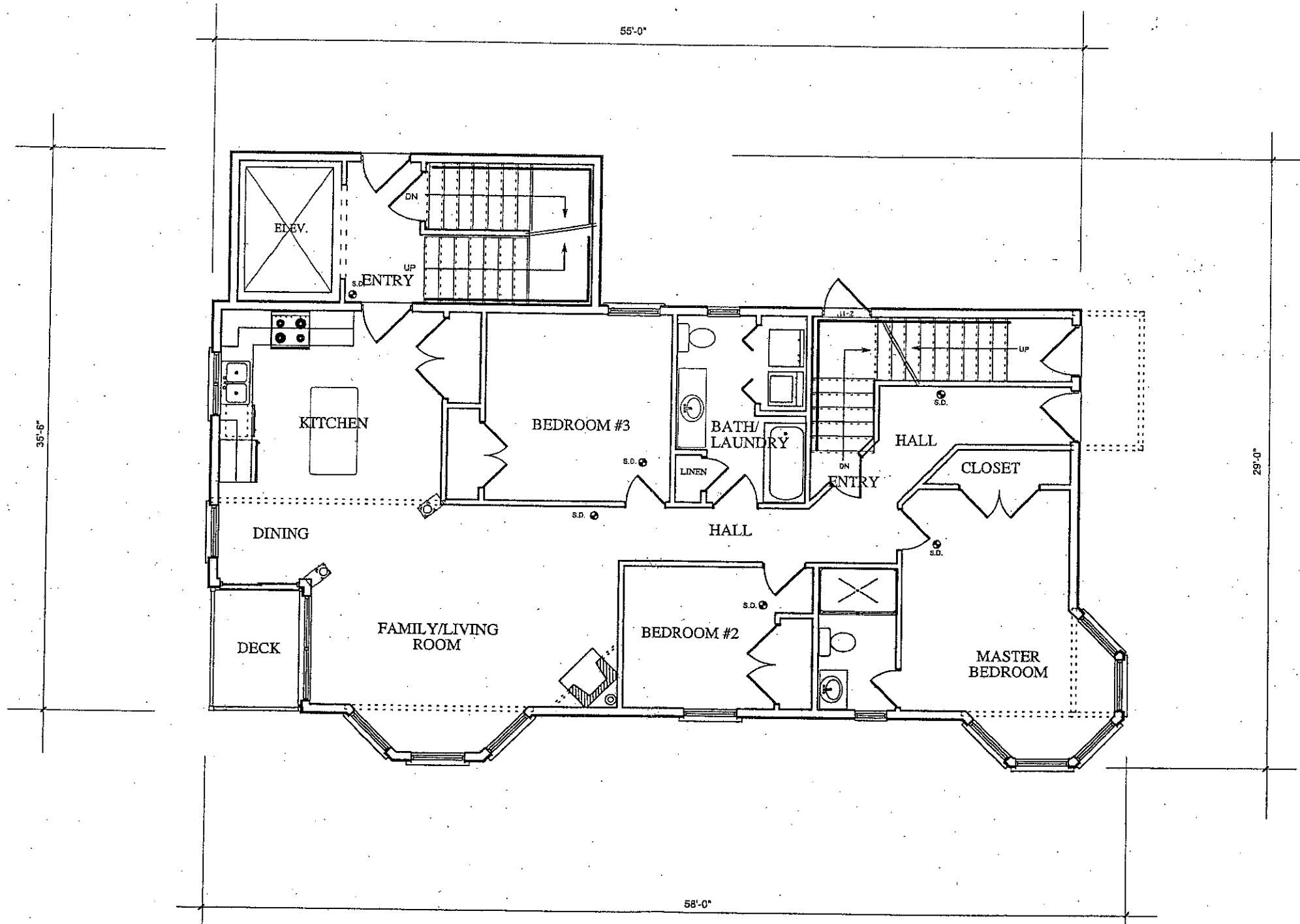
1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

1/2 SCALE



Alt. SA

DAVID HEMBRE - ARCHITECT
 311 FORESIDE ROAD
 FALMOUTH, MAINE 04105
 (207) 781-7227



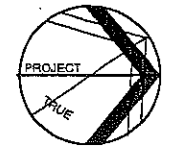
ISSUED FOR:	DATE:
	8/5/04
SITE PLAN APPLICATION	8/5/04

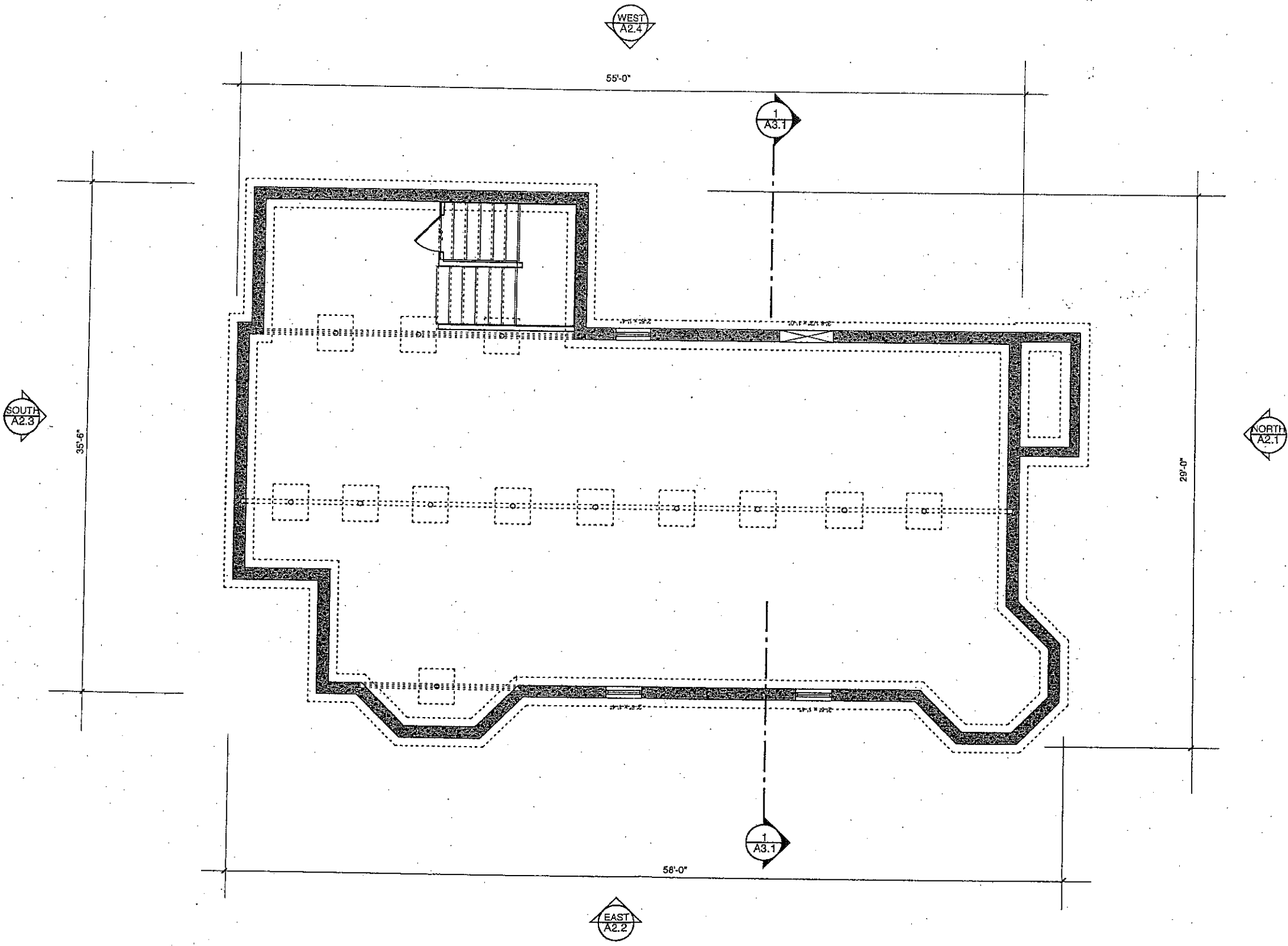
WILSON HEIGHTS
 CONDOMINIUMS
 WILSON STREET
 PORTLAND MAINE
 DHA PROJ. # 20409

SECOND FLOOR PLAN
 SCALE: 1/4"=1'-0"

1 SECOND FLOOR PLAN (TYPICAL)
 SCALE: 1/4" = 1'-0"

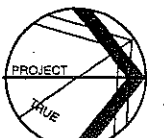
1/2 SCALE





1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"

1/2 SCALE



SC
DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
PALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE

**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND, MAINE
DMA PROJ. # 28499

BASEMENT PLAN
SCALE: 1/4" = 1'-0"

A1.0

PBR1

PLANNING BOARD REPORT #9-05

**WILSON HEIGHTS CONDOMINIUMS
VICINITY OF 56 WILSON STREET
MAINELAND STRUCTURES, APPLICANT**

Submitted to:
Portland Planning Board
February 8, 2005 Public Hearing

Submitted by:
Sarah Hopkins
February 3, 2005

I. INTRODUCTION

Mainland Structures has proposed construction of a four unit residential condominium development on the corner of Wilson Street and O’Brion Street.. This development will be reviewed under the R-6 small lot infill provisions, as well as the Site Plan and Subdivision ordinances of the Land Use Code.

Land Area:	4,413 sq. ft.
Zoning:	R-6
Dwelling Units:	4
Existing Use:	Vacant land
Parking Spaces:	4

Proposed Development:

The applicant proposes a 4 unit multi-family building. Each unit will have one level of living space. The building has a footprint of 1,603 sq. ft.

The building is sited on the corner of Wilson Street and O’Brion Street. The front doors of the building are on Wilson Street and driveways are located on both Wilson Street and O’Brion Street.

Public notice of this public hearing consisted of notices sent to 417 surrounding property owners and an agenda advertisement in the Portland Press Herald.

II. FINDINGS OF FACTS

Land area:	4,413 sq. ft.
Zone:	R-6
Proposed use:	4 residential units
Existing use:	Vacant land
Parking spaces:	4
Building footprint:	1,603

III. R-6 INFILL STANDARDS

The R-6 small lot zoning standards were enacted by the City Council on November 18, 2003. Below is a summary of some key provisions related to this project.

Parking Spaces: Four (4) spaces proposed; zoning requires four (4).

Open Space: All 4 dwelling units will have porches, meeting the zoning ordinance open space requirement.

SideYards: Side yards in the small lot provision are calculated by adding the sum of the new building height divided by five. The minimum side yard is calculated between buildings not property lines. The proposed building height is 40.5 feet. The height of the abutting buildings are 29 ft on O’Brion and 31 ft on Wilson Street . By zoning, the setbacks are required to be 14.2 feet on Wilson and 13.8 on O’Brien. The applicant has exceeded these requirements with setbacks of 17 and 65 feet, respectively.

A memo from the Zoning Administrator is included as Attachment 1B.

IV. STAFF REVIEW

This development was reviewed by staff for compliance with the applicable review standards of the site plan and subdivision ordinances.

A. SITE PLAN REVIEW

1/ 2. Traffic

Access to the site will be by two driveways. One will be located off of Wilson Street and the other located off of O’Brion Street. The applicant is providing four (4) parking spaces on-site, which is the required number of parking spaces. The Traffic Engineer has reviewed the plans and supports the driveway dimensions and locations.

Given the level of disrepair of both the Wilson Street and O’Brien Street sidewalks and curbs, a full brick sidewalk replacement is recommended by the Public Works Authority, as per the City’s Sidewalk Materials Policy. An email to this effect is included as Attachment 1C.

Tom Errico, Traffic Review Consultant, has reviewed the site plan and finds it acceptable.

3. Bulk, location height and proposed uses will not cause health and safety problems

The proposed building meets the R-6 small lot zoning side yard requirements (10 feet). There are no known health or safety problems associated with this building or use.

4. The bulk, location and height of the proposed building minimize any substantial diminution in the value or utility to neighboring structures

There are no known factors in the proposal that would cause substantial diminution in the value or utility to neighboring structures. The building height, bulk and setbacks are consistent with other buildings found in the surrounding area.

Since the last workshop, the building design has been refined and materials slightly altered. The building will be clad with cedar shingles on both the Wilson St. and O'Brien St. elevations. Vinyl siding will be used along the south and west elevations of the building.

The previously proposed decorative shutters have been removed and the bowed windows have been flattened to meet the setback requirements; however additional windows are shown, especially along the O'Brien Street elevation, which bring a substantial amount of natural light into the units and additional attractive detail to the façade.

5. Sewers, Storm Drains, Water and Solid Waste

The applicant proposes to connect a 6 inch sewer line to the existing sewer main in O'Brien Street. Likewise, water service will be provided by a 4 inch service connection in O'Brien.

The site has been designed to shed runoff toward O'Brien and Wilson Streets. Given the size of the lot and the adequacy of public storm drainage in the street, both the Public Works Authority and consulting engineer support a waiver of required drainage on-site.

Electric power, cable, and telephone will be routed underground to the site from a pole on O'Brien Street.

6/7. Landscaping

The landscaping plan includes the installation of three street trees along the property frontages, as well as a continuous bed of hostas and daylilies along the foundation wall. Sugar Maples, Lilacs, Mountain Laurel, Rhododendrons, and Arborvitae will be planted along the driveway and paths, providing a substantial buffer from the neighbor to the west on O'Brien Street.

8. Soil and Drainage

Ground surface areas not having pavement or building will be stabilized with loam and seeded.

The site has been designed to shed runoff toward O'Brion and Wilson Streets. Given the size of the lot and the adequacy of public storm drainage in the street, both the Public Works Authority and consulting engineer support a waiver of required drainage on-site.

Erosion control will consist of the installation of a silt fence along the limit of disturbance line.

Comments from Steve Bushey, Consulting Engineer, are shown on Attachment1A.

9. Exterior Lighting

The only lighting fixtures indicated on the plan are two porch lights at the front and rear entrances to the building.

10. Fire

Lt. Gaylen McDougall of the Fire Department has reviewed the site plan and finds the plan acceptable.

11. Infrastructure

The proposed development is designed so as to be consistent with off premise infrastructure, existing or planned by the City.

12. Natural Resources

The site is located in an urban location and is void of any significant natural features or resources.

13. Groundwater

Public water and sewer serve the site. Groundwater resources are not an issue on this site.

14. Multi-Family Standards

The design of the building fits in well with its surroundings. See building elevations (Attachment 6). The sizeable cornice line along the roof caps the building appropriately. A pronounced main entry, plenty of windows, porches, trim detail (for windows, doors and corner boards) provides a visually interesting façade that is well articulated. The plan indicates the façade will have an exterior of cedar shingles and vinyl siding.

a. Façade Design

The architectural style, façade materials, fenestration, building form and height have been designed to compliment the surrounding residential neighborhood.

b. Relationship to Public Street

The building respects the existing relationship of buildings to the street by having an orientation to both O'Brien and Wilson Streets.

c. Open Space

Open space includes porches for each dwelling and the lawn yard spaces on the site.

d. Windows and Storage

The building design has an extensive number of windows to enhance air and light for residents. A full basement will provide adequate storage for residents of the building.

e. Landscaped Parking

The driveways will be landscaped along the perimeter to provide adequate screening and buffering from adjacent properties (see Attachment 6C).

B. SUBDIVISION REVIEW

1. Water or Air Pollution

There are no known water or air pollution issues associated with this project.

2 / 3. Water

The Portland Water District indicates there is adequate capacity to serve this project (see Attachment 4).

4. Soil Erosion

See site plan standard.

5. Traffic

See site plan standard 1/2.

6. Sanitary Waste/Storm Water

See site plan standards 5 and 8.

7. Solid Waste/ Sewage

See site plan standards 5 and 8.

8. Scenic, natural beauty, aesthetic, historic sites

The site is an urban location on a vacant site void of any significant natural features or resources. The site is not located in a historic district.

9. Comprehensive Plan

The project is in conformance with the City's Comprehensive Plan.

10. Financial and Technical Capacity

Information on financial capacity is shown on Attachment 2.

11. Groundwater

The development is served by public water and sewer. It will not adversely affect the quality or quantity of groundwater.

12. Flood-Prone

The site is not located within a flood-prone area.

13. Wetlands

The site is not located within a wetland area.

V. OTHER REVIEWS

Planning Staff has reviewed the proposal for conformance with the R-6 Design Principles and Standards and has found that this project passed the standards. This review has been summarized on Attachment 1D.

Homeowners' association documents have been submitted and are currently being reviewed by Corporation Counsel.

VI. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant, public comment received, and on the basis of information contained in Planning Report09-05, the Board finds:

1. That the plan is in conformance with the Site Plan Ordinance of the Land Use Code.
 - A. Potential Condition of Approval:
 - That the plans be amended to indicate the full replacement of brick sidewalk and granite curb along the O'Brien frontages of the site in conformance with the City of Portland Technical Standards;
 - B. That the Planning Board [**waives/does not waive**] the requirement to maintain predevelopment rates of stormwater run-off as required by the City of Portland Technical and Design Standards.
2. That the plan is in conformance with the Subdivision Ordinance of the Land Use Code.

That the condominium documents be reviewed and approved by Corporation Counsel.

Attachments

1. Staff Comments
 - A. Steve Bushey, Consulting Engineer
 - B. Zoning Administrator
 - C. City Engineer
 - D. R-6 Review
2. Financial Capacity
3. Technical Capability
4. Water Capacity
5. Condominium Declaration
6. Plans
 - A. Site Plan/Subdivision Plat
 - B. Grading/Utility Plan
 - C. LandscapePlan/Details
 - D. Building Elevations
 - E. Floor Plans

AA. 1 A

From: "Steve Bushey" <SBushey@DelucaHoffman.com>
To: "Sarah Hopkins (E-mail 2)" <SH@portlandmaine.gov>
Date: 02/03/2005 2:59:42 PM
Subject: Wilson Street/O'brion Street

Sarah,

I have reviewed the proposed building development for the lot at the corner of Wilson Street and O'Brion Street. The lot is very small (less than 4,500 SF) and the proposal appears to consist of a 1,603 SF building footprint and 4 parking spaces. We assume the remaining ground will likely be landscaped or otherwise restored with non-impervious surfaces. Based on the City's Inflow and Infiltration mapping it appears that stormwater runoff from the site area sheets down O'Brion Street towards the Eastern Promenade where it is intercepted and collected by several catch basins. There appears to be a 10" sewer pipe in O'Brion Street that likely carries combined flows during storm events. These basins appear to be part of a Combined sewer system, hence we would rely on the Public Works Dept. to offer their recommendations on the capacity of this system and the need for any improvements (ie hydrobrakes etc.). Any increase in runoff due to this small development will be very modest and by inspection would not likely exacerbate any downstream drainage system conditions. However, I recommend the PWD make the final call on this. Based on the nature and size of the development it is my opinion that a waiver of the City's stormwater quantity control standards is reasonable and can be considered by the Planning Authority. We trust that the building plans will address onsite drainage including roof gutters etc. and that the lot grading will be completed in a manner to avoid trapping or shedding of water to the adjacent property (Williams). We assume that any approval conditions will address sidewalk reconstruction and driveway measures per the City's Technical Standards. We trust that any utility connections can also be made to the existing systems either in Wilson or O'Brion Street.

If you have any questions please call.

Stephen Bushey, PE
Senior Engineer
Deluca-Hoffman Associates, Inc.
778 Main Street
South Portland, Maine 04106
Tel. 207-775-1121, Fax 207-879-0896
sbushey@delucahoffman.com

Sarah,

I have been reviewing this project. Although you gave me a copy of an e-mail that I didn't have, I would need more than what it states in order to determine the required setbacks. I would need the actual heights of the two buildings that abutt this property. I need to confirm the calculations. This is standard for all of the R-6 infill lots that we have done. It should be standard procedure to request this at the beginning of the application.

All other standards are being met.

Marge

Later...

Sarah,

Thank you for the additional information concerning the heights of the adjoining building. With that information, I have determined that the setback requirements have been met.

Thanks,

Marge

Re: Wilson Heights Condominiums

Sarah,

We did an estimate for sidewalks on O'Brion Street this past year. It's in the HCD proposal for funding in 2010. . The street PCI in 2001 was 44. Our records show the condition of that sidewalk to be a 4 -- 1 being new and 5 being terrible.

Therefore, the Public Works Department requires the replacement of the project's sidewalk and curb frontages along O'Brien and Wilson Street.

Eric Labelle
City Engineer

R-6 INFILL DEVELOPMENT DESIGN PRINCIPLES AND STANDARDS
REVIEW SHEET

DATE: 10/20/04

PROJECT: Wilson St. ADDRESS: _____

DONE
1/05

PRINCIPLE	STANDARD	ACCEPTABLE	NOT ACCEPTABLE	NOT APPLICABLE	COMMENTS & CONDITIONS
Proportion & Scale	A-1	X			
	A-2	X			
	A-3				Show porch dimensions
Balance	B-1	X			
	B-2	X			
	B-3	X			
Articulation	C-1				trim dimensions (4 inches) - trim plate under soffit
	C-2	X			
	C-3	X			
	C-4		X		Window head trim integrate Wilson St porch w/ windows - extend porch
	C-5				roof deck railing
Massing	D-1	X			
	D-2			X	
	D-3	X			
	D-4	.			see C5 + A3 (side main entrance porch roof)
	D-5				" "
	D-6				Show dimensions-
	D-7				X
Context	E-1	X			} double check neighborhood
	E-2	X			
	E-3	X			
Orientation to the Street	F-1	.			see C4 widen center
	F-2				Show dimension
	F-3	X			
Materials	G-1				what material type?
	G-2				
	G-3				
	G-4				
	G-5				

ALTERNATIVE DESIGN REVIEW OPTION

- A.
- B.
- C.
- D.

deck railing
Side door

**Wilson Heights Condos
R-8 Height/Setback Calc's**

	O'Brien Street house		Wilson Street House	
Coursing in inches	8.125		4	
Coursing in feet	0.677083		0.333333	
Courses from Foundation to Eave Line	30	20.3125	66	22
Courses to Peak	16	10.83333	24	8
1/2 the Height of Gable	8	5.416667	12	4
Foundation Height above Grade (ft)	1.833333		3.166667	
Roof System and Freeze Board to Peak (ft)	1.166667		1.75	
Sum of Exposed Foundation + Vertical Height to Eave Line + 1/2 Vertical Height of Pitched Gable Roof + Vertical Height of Roof Framing and Freeze Board (ft)	28.72917		30.91667	
Height of Wilson Heights	45		45	
Sum of the Heights of Abutting Buildings	73.72917		75.91667	
Sum of the Heights of Abutting Buildings Divided by Factor of Five	14.74583		15.18333	
Side Setbacks Rounded Up to Nearest Foot	15		16	

ATT 2



January 4, 2005

City of Portland
Department of Planning & Development
Congress St.
Portland, ME 04101

Attn: Kandice Talbot

Mrs: Talbot;

I have discussed the planned 4 unit condo development to be known as Wilson Heights Condo's at the corner of Wilson and O'Brien streets in Portland with the developer Mainland Structures/Frank Grondin. The developer has access to finance capital if needed and we look forward to working with him on this matter in the future.

Sincerely;

Aaron Canman
Vice President

30 Portland Plaza, P.O. Box 1150, Kennebunk, Maine 04043 tel 207 985 9222 fax 207 985 8382 www.rivergreenbank.com



FRANK D. GRONDIN BUILDERS,LLC
51 Maquiot Drive
Freeport, Maine 04032

Frank D. Grondin Builders, LLC, is a locally owned and operated company which was created to build quality homes in the greater Portland area, at affordable prices. In addition to the residential division, we have expanded into the commercial arena. As a general contractor, we have the capacity to do multiple jobs simultaneously, utilizing our experienced, and growing employee and subcontractor workforce. This gives us the ability to tackle large projects that have aggressive time schedules.

We have built new construction, 1,000 square feet to 6,000 square feet, or the daunting remodel other contractors turned away. We have proven that anything is possible, yet directly proportional to time and money, giving our clients guidance from start to finish.

We build our reputation on the pride we take in what we do, right down to the final punch list. From blueprints, to the statics of the building, to dealing with the various local entities, all the way to the Federal agencies. Frank D. Grondin Builders, LLC can also step back and be a subcontractor on larger jobs and perform on the details best suited for our business, per contract.

We just finished a 2 unit, 4500 square foot condo project on Randall Street in the fall of 2004 in the City of Portland. We look forward to breaking ground on Wilson Street.

DAVID HEMBRE - ARCHITECT

311 Foreside Road Falmouth, Maine 04105
email dhembre@aol.com tel/fax (207) 781-7227

EDUCATION

Harvard Graduate School of Design, Cambridge, Massachusetts
Masters of Architecture, 1990
University of Colorado, Boulder, Colorado
Bachelor of Environmental Design, 1982
Lewis and Clark College, Portland, Oregon
Liberal Arts, 1976-1978

EXPERIENCE

Self-employed 2000 to present
Emerson Residence, North Haven, ME
Thompson Residence, Portland, ME
Office Building, Gray, ME
Cronin Residence, Bailey Island, ME
Edwards Residence, Falmouth, ME
27 School Street, Freeport, ME
Samaras Residence, Falmouth, ME
Interior renovations of a condo in Brookline, MA
250 Commercial Street, Portland ME
Design and renovation of a 20,000 sf waterfront
industrial building
Consulting Architect with Van Dam & Renner Architects
2000-2001
Residences in:
Owls Head, Camden, Rockport,
Islesboro & Cape Elizabeth

Shepley Bulfinch Richardson and Abbott Architects, Boston
Associate 1990-2000

Joslin, Lesser & Associates, Cambridge 1985-1989
Notter Finegold + Alexander, Boston 1984-1985

REGISTRATION

Registered Architect:
Maine, Massachusetts, Colorado, Wyoming

MEMBERSHIPS

American Institute of Architects
NCARB
Maine AIA
Boston Society of Architects

PROJECT EXPERIENCE

W/
SHEPLEY BULFINCH
RICHARDSON & ABBOTT
INC.

Eugene Public Library, Eugene, Oregon
New main branch library
Wellesley College, Wellesley Massachusetts
Library Renovations
Bates College, Lewiston, Maine
Pettengill Hall
Augustana College, Rock Island, Illinois
F.W. Olin Education Technology Center
Colby College, Waterville, Maine
F.W. Olin Science Center & Library

Case Western Reserve University, Cleveland, Ohio
Kent Hale Smith Engineering and Science Building
Dartmouth Hitchcock Medical Center, Lebanon,
New Hampshire, Dartmouth Medical School

**PROJECT EXPERIENCE
W/
OTHER FIRMS**

Lathrop Community, Northampton, Massachusetts
Retirement Community
First Avenue Office Building, Needham, Massachusetts
Csaplar & Bok, Boston, Massachusetts
Law Firm Interiors
Pier 7 Condominiums, Charlestown, Massachusetts
Chart House Restaurant, New York, New York
Coast Guard facility, Boston, Massachusetts
New Athletic Facilities and Housing Renovation

REFERENCES

Peter Macomber
Macomber, Inc.
250 Commercial Street
Portland, Maine
(207) 772-1208

Sam Van Dam AIA
Van Dam & Renner Architects
66 West Street
Portland, Maine
(207) 775-0443

Malcolm Kent AIA, Principal
Shepley Bulfinch Richardson & Abbott Architects
40 Broad Street
Boston, Massachusetts
(617) 423-1700

John Kindschuh, Senior Vice President
Augustana College
Rock Island, Illinois
(309) 794-7444

Joe Feely AIA, Physical Plant
Colby College
Waterville, Maine
(207) 872-3356

Contractor
Dallas Folk, President
H.P. Cummings Construction Co.
Winthrop, Maine
(207) 377-2232

More on request

**PRINCIPAL AREAS
OF PRACTICE**

Residential, Academic Buildings, Libraries, Science/Lab Facilities

YEARS OF PRACTICE

20

Sebago Technics, Inc. Technical Ability

Sebago Technics, Inc. (STI) has been retained to perform surveying, civil engineering, and landscape design for the proposed project. The technical phase of this project includes the preparation of the site design, taking into account grading, utilities, and erosion control considerations.

Company Background

The firm was established in 1981. The company as a whole has grown to approximately 70 professionals. The firm consists of civil/site engineers, surveyors, landscape architects, soil scientists, and other professionals. In 1986, a computer-aided design drafting (CADD) division was established to further enhance our scope of available services. Sebago Technics, Inc. provides full-range technical assistance to developers, contractors and municipalities in the areas of commercial, residential and industrial developments.

Key Personnel

Walter P. Stinson, P.E.

President and founder of Sebago Technics, is a Registered Professional Engineer with a background that includes experience with the Department of Agriculture, Soil Conservation Service. He has a strong interest in land management, experience in grading and drainage practices, and maintains a strong involvement in all significant projects of the firm.

David St. Clair, P.L.S.

A Registered Land Surveyor, he joined the firm in 1994. His expertise in boundary and topographic surveying provides comprehensive land planning and design services to clients.

Danielle D. Betts, P.E.

A Registered Professional Engineer, she joined the firm in 1999 and is a Senior Project Manager. Her 9 years of practice in consulting engineering firms provides the required experience to allow for quality design work and effective project management.

ATT 4.

January 7, 2005

Ray DuLac
Mainland Structures
%6 Wilson St.
Portland, Me. 04101

Re: 56 Wilson St.

Ray:

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed 4 unit building at 56 Wilson St. in Portland. Checking District records, I find there is a 6" CI water main on the south east side of Wilson St. as well as several hydrants along Wilson St.

The current data from the nearest hydrant indicates there should be adequate capacity of water to serve the needs of your proposed project.

Hydrant Location: O'Brion St. @Wilson St.
Hydrant # 12
Static pressure = 48 SI
Flow = 822 GPM
Last Tested = 6/24/91

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Jim Pandiscio
Means Coordinator

DECLARATION OF CONDOMINIUM
Wilson Heights Condominiums
56 Wilson Street, Portland, Maine

ARTICLE 1

SUBMISSION

Section 1.1. Submission of Property. Wilson Heights, LLC, a Maine Limited Liability Company, with a place of business in Portland, Maine ("Declarant"), owner in fee simple of the land described in Exhibit A annexed hereto, located within the City of Portland, Cumberland County, Maine (the "Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act" or "Act") and hereby creates with respect to the Property a condominium, to be known as "**Wilson Heights Condominiums**" (the "Condominium"). The Property is shown on the plan recorded on _____, in the Cumberland County Registry of Deeds in Plan Book _____, Page _____, identified as follows: "Condominium Plat of 56 Wilson Street, Portland, Maine," dated _____2005, and on the plan to be recorded in the Cumberland County Registry of Deeds identified as follows: "Horizontal and Vertical Boundaries of 56 Wilson Street, Portland, Maine," dated _____2005 (collectively the "Plan").

Section 1.2. Name and Address of Condominium. The name of the Condominium is the "Wilson Heights Condominiums." The address of the Condominium is 56 Wilson Street, Portland, Maine 04101. The name of the unit owners association is the "Wilson Heights Condominium Association" (the "Association") and its address is 56 Wilson Street, Portland, Maine 04101.

ARTICLE 2

DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

Section 2.2. Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Additional Units" mean the Units, if any, which may be added by the Declarant to the Condominium in accordance with Section 10.2 of this Declaration.

(b) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(c) "Association" means the Homeowners Association of the Condominium, which is known as the Wilson Heights Condominium Association.

(d) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(h) "Condominium" means the Condominium described in Section 1.1 above.

(i) "Condominium Documents" means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(j) "Declarant" means Wilson Heights, LLC, its successors and assigns.

(k) "Declaration" means this document, as the same may be amended from time to time.

(l) "Development Rights" means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or, convert Units into Common Elements, or to withdraw any Real Estate, Units, or Property from the Condominium.

(m) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(n) "Executive Board" means the Executive Board of the Association.

(o) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(p) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(q) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(r) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described either in the Condominium Act as being Limited Common Elements or described herein or in the Condominium Documents as being Limited Common Elements. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(s) "Limited Common Expenses" mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit to which that Limited Common Element is assigned, in proportion to the relative Common Expense liabilities as between themselves, as the Executive Board may periodically define; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by to Section 1603-115(c) of the Condominium Act.

(t) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium.

(u) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

- (v) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.
- (w) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.
- (x) "Property" means the Property described in Section 1.1 above.
- (y) "Plats and Plans" means the Plats and Plans recorded in the Cumberland County Registry of Deeds, as such may be amended from time to time.
- (z) "Record" means to record in the Cumberland County Registry of Deeds.
- (aa) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.
- (bb) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.
- (cc) "Special Declarant Rights" means those rights defined in Section 1601-103 (25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easement through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.
- (dd) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

Section 2.3. Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3

UNIT BOUNDARIES

Section 3.1. Units. This Declaration creates four (4) residential condominium units on the Land designated as Units 1-4, as shown on the Plan, which is the maximum number of units. The condominium building contains four (4) condominium units. Attached as Exhibit B hereto is a list of all Units, their identifying numbers, common element interest, common expense liability and vote appurtenant to each unit.

Section 3.2. Unit Boundaries. The boundary lines of each Unit are as shown on the Plats and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the plane of the ceiling of each level of the Unit; (ii) Lower Boundary: the horizontal plane of the top surface of the undecorated floor or undecorated concrete floor slab of each level, as applicable.

(b) The vertical (perimeter) boundaries of each Unit shall be the walls bounding the Unit and adjacent to either an adjoining Unit or the exterior walls of the Building extended to the intersections with each other and with the upper and lower boundaries.

(c) Boundary lines shall also be the Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units, if any, or Common Elements,

including the thickness of the finish material such as plaster or drywall, and the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

- (d) Each Unit's identifying number is shown on the Plats and Plans and on **Exhibit B**.

Section 3.3. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefore in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND LIMITED COMMON PROPERTY

Section 4.1. Description of Common Elements. Common Elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, public and private utility lines, floors and ceilings (other than the portion of the floors and ceilings which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), perimeter walls of Units (other than the portion of walls which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), structural parts of the buildings, including structural columns, girders, beams and supports, and any easements as set forth in **Exhibit A** for parking, access, and utilities; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

- (a) **Grounds.** The land, lawns, trees, any forested areas, unit driveways, unit walkways, signage, and any common facilities or storage buildings.
- (b) **Systems & Utilities.** Sewer Pump Station and Sanitary sewer to each unit, if any, electric distribution to each unit meter, water distribution to each unit master valve, storm and unit drainage system, water lines servicing more than one unit (in foundation, basement, and exterior walls), sewer lines up to unit outlet (in foundation, basement, and exterior walls), electrical wiring from meter and serving more than one unit (in foundation and exterior walls), master electrical panel, laundry piping and valves, life safety equipment (excluding smoke detectors);
- (c) **Interior Structure & Fixtures.** Sheetrock (interior of exterior walls), interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

- (d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor, and insulation), foundation walls, all floor slabs, exterior foundation drains, interior foundation drains, front and rear steps and railings, attic floors, sun rooms (roofing, walls, foundation), dormers (roofing and walls, but excluding new dormer construction), and porches (including structural components).
- (e) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve.

Section 4.3. Specified Limited Common Elements. Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes, any individual unit mailboxes, doorsteps, stoops, steps, porches, balconies, patios, decks, basement storage areas, and flues and all exterior doors, parking spaces as described below, and windows or other fixtures designed to serve a single unit but located outside a unit's boundaries are limited common elements allocated exclusively to that unit. Additionally, certain specified Limited Common Elements are allocated to particular Units as designated on the Plats and Plans, which specified Limited Common Elements expressly include without limitation the following:

- (a) Parking Spaces. Each unit shall be allocated one (1) parking space as a limited common element, as designated on the Plans, or otherwise as designated by the Executive Board.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans. Pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, doorstep, stoop, balcony, porch, deck, or patio, if any, shown adjacent to a Unit is a Limited Common Element appurtenant to that Unit.

Section 4.5. Reserved Common Elements. The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Owners and to establish a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2. Maintenance of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of and at the expense of the Association.

Section 5.3. Maintenance of Common Elements. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a unit Owner) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, for which the unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses.

Section 5.4. Maintenance of Unit. Each unit Owner shall keep and maintain his Unit including the building, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. Each unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No unit Owner shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 5.5. Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.4, but not performed by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any

Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

ARTICLE 6

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 6.1. Percentage Interests. Attached as **Exhibit B** hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 6.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium on **Exhibit B**, and as such shall be determined by the same formula by which the shall be the same percentage share as the Percentage Interest set forth Percentage Interest is determined.

Section 6.3. Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote as described on **Exhibit B**. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

ARTICLE 7

MANAGEMENT

Section 7.1. Managing Agent. The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 7 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Section 7.2. Maintenance Responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense.

ARTICLE 8

EASEMENTS

Section 8.1. Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and any Common Element as models, management offices, sales offices for this and other

projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Limited Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility 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. The easements created by this Section 8.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1(b), any such easement through a Unit shall be located either in, substantially the same location as such facilities or similar, facilities existed at the time of first conveyance of a Unit in the Unit by the Declarant or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board 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 shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 8.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and

FINAL RELEASE OF LIEN AND CLAIM WAIVER AND AFFADAVIT

Upon the receipt of the sum of \$ 7750.00 which sum represents the total amount paid including the current payment, for work done and materials supplied for Sabatius K-2 School in Sabatius, Maine, under the undersigned's Contract with Mainland Structures Corp.

The undersigned, on oath, state that the Final Payment of \$ 387.50 is the final payment for all work, labor, materials, services, and miscellaneous (all of which are hereinafter referred to as "Work Items") supplied to the said Project through Dec 31, 2004 and that no additional sum is claimed by the undersigned respecting said Project.

The undersigned, on oath, states that all persons and firms who supplied Work Items to the undersigned in connection with said Project have been fully paid by the undersigned for such Work Items or that said persons and firms will be fully paid immediately upon receipt of this payment.

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless Mainland Structures Corp. and its Surety, if any, from any and all claims, liens, or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

It is understood that this Affidavit is submitted to assure Mainland Structures Corp. and others that all liens and claims relating to the Work Items furnished by the undersigned are paid.

(Contractor)

By: x [Signature]
Title: Sec/Treas.

State of MAINE
County of Cumberland

I, Shirley Aceto, hereby certify on behalf of Aceto Acoustics, Inc.
(Company Officer) (Company Name)
its Sec/Treas. being first duly sworn and stated that the foregoing representations are true and
(Title)

correct upon his own knowledge and that the foregoing is his free act and deed in said capacity and the free act and deed of the above-named Aceto Acoustics Inc.
(Company Name)

The above-named, Shirley Aceto, personally appeared before me this 18th day of January and swears that this is his free act and deed.

(SEAL)

[Signature]
Notary Public
My Commission Expires _____

CAROL S. DYER
Notary Public, Maine
My Commission Expires April 13, 2009

equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress and egress to his Unit for his specified Period of Use. Until the Declarant conveys the last Unit to an Owner other than Declarant, the Declarant shall have the right to restrict access by owners to management and sales offices and areas located on or in any Common Element.

(e) The Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) 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 Property (including, but not limited to the Limited Common Elements and Property).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

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

(2) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will, not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and

(4) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements, if any.

(i) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements and Property, the Limited Common Elements and Property and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(1) and the following Section 8.1(i)(2) or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

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

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, 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.

Section 8.2. Reservation of Easement Rights. Until the construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

Section 8.3. Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions as provided on the Plan.

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND/OR UNITS

Section 9.1. The following restrictions shall apply to the use of the Condominium:

(a) Residential Use. The Units, Lots, and Common Elements (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales

office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium and each such owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units. Except as otherwise provided herein, no Unit shall be substantially altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved by a majority vote of the Executive Board of the Association. Executive Board approval shall not be required for minor alterations or renovations that do not affect the structural integrity of any Common Elements. For purposes of this paragraph, the term "minor alterations or renovations" shall specifically include, without limitation, the following: interior painting, wallpaper installation, carpet installation, refinishing

of hardwood flooring, installation of lighting fixtures, and bathroom or kitchen remodeling projects that do not affect the structural integrity of any Common Elements.

(i) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

Section 9.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain in the Units and Common Elements, all offices, signs and other accoutrements normally used in the operation of, such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) There shall be no mandatory rental program offered to the Owners by Declarant, Managing Agent or any third parties. An Owner other than the Declarant may rent his Unit, although the Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party other than the Declarant, and thereafter no Owner other than the Declarant shall execute a lease of his Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration.

(c) This Section 9.2. shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1. General Development Rights. In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Condominium Act; and

(d) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to make the Condominium part of a larger condominium, to make the Condominium subject to a master association, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

Section 10.2. Exercise of Rights. The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act.

Section 10.3. Amendment. This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1. Members.

(a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws.

(c) The Executive Board shall possess all of the duties; and powers granted to the Executive Board by the Act.

Section 12.2. Disputes. (a) Regarding Owners, Condominium, and Condominium Documents. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. Notwithstanding the foregoing, any deadlock among the Owners or Executive Board that relates to the budget or any of the material matters set forth in Article 18 shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, which shall take place in Portland, Maine. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

Section 12.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 13

LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an

Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

Section 13.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 13.4. Defense of Claims. Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

ARTICLE 14

ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as set forth in Section 7.2 hereof, such amounts as are necessary for uncollectible Assessments, budget deficits; such expenses as are necessary for the Association's share of any common expenses for any master association which the Association may now or hereafter be a member of; such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements, Limited Common Elements and Limited Common Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

Section 14.2. Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with the Bylaws and as circumstances may reasonably require, shall assess Limited Common Expenses as follows: (i) If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Executive Board shall determine; (ii) If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense may be assessed solely against all the Units benefited in proportion to the relative

Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense Liabilities may be changed as provided in Section 6.2 and **Exhibit B**; and (iii) If a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element or Property, that Limited Common Expense may be assessed solely against all the Units to which that Limited Common Element or Property is allocated in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board shall determine, or as those Common Expense liabilities may be changed as provided in Section 6.2 and **Exhibit B**.

Section 14.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 14.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Units, shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the formula set forth in **Exhibit B** hereto. Penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium. Notwithstanding anything herein to the contrary, and with respect to any assessments levied by the Association against Units owned by the Declarant, the Declarant in its discretion may elect: (a) in lieu of paying any monthly or other periodic assessments, to make an annual contribution to the Association on or before the last day of each calendar year in an amount equal to the value of services actually received by Declarant as a part of the Common Expenses or Limited Common Expenses for such year; or (b) to offset against such assessments the value of either (i) amounts paid directly by the Declarant for any expenses relating to the Common Expenses or Limited Common Expenses of the Condominium, or (ii) the value of any services provided by the Declarant for the benefit of the Association that would otherwise constitute a Common Expense or Limited Common Expense of the Condominium.

Section 14.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 14.6. Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 14.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable

attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. A lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer, however.

Section 14.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 14.10. Surplus. The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

ARTICLE 15

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS:

Section 15.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 15.2. Rights of Eligible Mortgage Holders. (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

Section 15.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in either of the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 15.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 15.5. Books and Records. Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 16

INSURANCE

Section 16.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and Limited Common Elements and Property, the Units and all improvements, fixtures and appliances contained within the Unit and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by an Owner and all other personal property of the Owner. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "Wilson Heights Condominium Association, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements and property, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

Section 16.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) Each Owner may obtain additional insurance at his own expense; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not

within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 16.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

Section 16.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 16.5. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 17

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

ARTICLE 18

AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Owners under the Act or this Declaration, would be considered as 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 Common Elements into Units;

- (h) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 19

TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 20

ATTORNEY IN FACT

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to:

- (a) Deal with, for and in the best interest of such Owner upon damage to or destruction of any personal property in his Unit; and
- (b) To enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties.

Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21

GENERAL PROVISIONS

Section 21.1. Headings. The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 21.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

Section 21.3. Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 21.4. Interpretation. The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 21.5. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

Section 21.6. Notices. Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 21.7. Exhibits. All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 21.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed under seal this ___day of _____ 2005.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNED, SEALED AND DELIVERED
In the presence of:

DECLARANT:
WILSON HEIGHTS, LLC

By: _____
Name: Frank D. Grondin
Its: Manager

STATE OF MAINE

CUMBERLAND, SS.

_____, 2005

Then personally appeared the above-named Frank D. Grondin, Manager of Wilson Heights, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Before me,

Notary Public/Attorney at Law
Name: _____
Commission Expires: _____

EXHIBIT A

**WILSON HEIGHTS CONDOMINIUMS
56 Wilson Street, Portland, Maine**

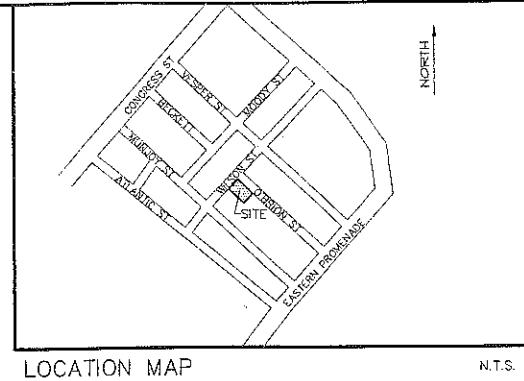
A certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the intersection of the Southeasterly side of Wilson Street with the Southwesterly side of Beckett Street, now known as O'Brion Street; thence Southeasterly by the Southwesterly side of Beckett Street, now known as O'Brion Street, eighty-eight and three tenths (88.3) feet to a point; thence Southwesterly on a line parallel to Wilson Street Fifty (50) feet to a point; thence Northwesterly eighty-eight and three tenths (88.3) feet, more or less, to a point on said Southeasterly side of Wilson Street fifty (50) feet, more or less, to a point on said Southeasterly side of Wilson Street fifty (50) feet Southwesterly from the point of beginning; thence Northeasterly fifty (50) feet to the point of beginning.

EXHIBIT B
PERCENTAGE INTERESTS IN
COMMON ELEMENTS
AND
PERCENTAGE OF COMMON EXPENSE LIABILITY
WILSON HEIGHTS CONDOMINIUMS

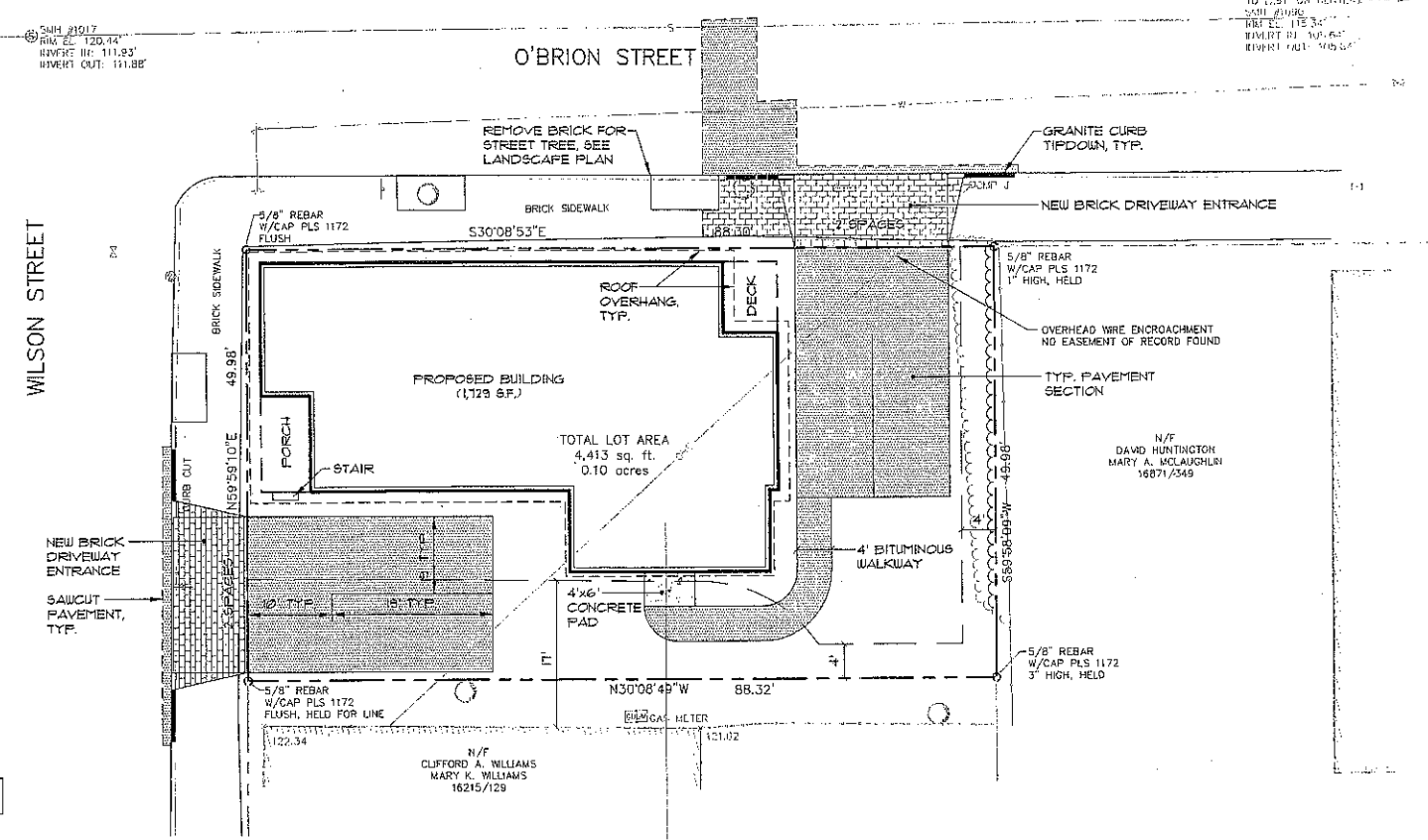
<u>UNIT</u>	Unit Percentage Interest And % of Common <u>Expense Liability</u>	<u>VOTE</u>
1	25%	1
2	25%	1
3	25%	1
4	25%	1

44.
6A



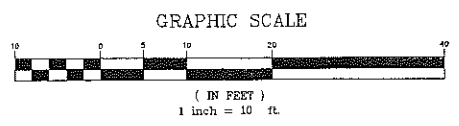
GENERAL NOTES:

1. APPLICANT: FRANK D. GRONDIN BUILDERS, LLC, 11A BARTLETT ROAD, GORHAM, MAINE 04038.
2. THE RECORD OWNERS OF THE PROPERTY ARE LAURENCE V. TIRRELL AND BEVERLY W. TIRRELL AS DESCRIBED IN A DEED OF WILLIAM RUBIN DATED DECEMBER 6, 1978, RECORDED AT THE CLIMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 4838 PAGE 271.
3. THE PROPERTY IS LOCATED ON THE CITY OF PORTLAND TAX MAP 3 BEING DEPICTED AS LOT N008-001.
4. PLAN REFERENCE:
 - a) CITY OF PORTLAND BLUE SHEET DEPICTING ROAD RIGHT-OF-WAY INFORMATION FOR WILSON STREET AND O'BRIEN STREET ON FILE AT THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
 - b) THE BEARINGS SHOWN HEREON ARE BASED UPON MAGNETIC NORTH OBSERVATION TAKEN IN JANUARY OF 2004. CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED UPON N.G.V.D. 1929 VERTICAL DATUM ESTABLISHED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT ON A MONUMENT LOCATED AT THE INTERSECTION OF MORNING STREET AND WILSON STREET.
5. TOTAL LOT AREA: 4,413 SF. = 0.10 ACRE
6. ZONING DISTRICT: R-6
7. USE: RESIDENTIAL
8. SEE TABLE FOR SPACE AND PARKING REQUIREMENTS.
9. THIS LOT IS SUBJECT TO THE R-6 STANDARDS FOR 'SMALL RESIDENTIAL LOT DEVELOPMENT' IN ACCORDANCE WITH SECTION 14-139(2) OF THE CITY OF PORTLAND CODE OF ORDINANCES.
10. THERE ARE NO WETLANDS LOCATED ON THE PROJECT SITE.
11. THE BOUNDARY AND TOPOGRAPHIC SURVEYS WERE PERFORMED BY SEBAGO TECHNIQS, INC. IN MARCH AND APRIL 2004.
12. THE FACILITY IS SERVICED BY CITY SEWER, WATER, GAS, UNDERGROUND ELECTRIC, TELEPHONE AND CABLE.
13. METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS HEREIN SHALL CONFORM TO THE CURRENT CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS AND/OR CURRENT M.D.O.T. STANDARDS AND SPECIFICATIONS.
14. THE CONTRACTOR OR DEVELOPER IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PARKS AND PUBLIC WORKS INSPECTION SERVICES DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION (8:14-8:30P EXT. 8833). SHOULD THE IMPROVEMENTS BE OF SIGNIFICANT CONCERN OR IN A SENSITIVE AREA, A PRE-CONSTRUCTION MEETING MAY BE REQUIRED AT THE DISCRETION OF THE PUBLIC WORKS AUTHORITY.
15. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. THE DEVELOPER, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
16. WARNING SIGNS, MARKERS, BARRICADES OR FLASHERS, APPROPRIATE FOR THE TYPE OF CONSTRUCTION MUST BE EMPLOYED TO REGULATE TRAFFIC.
17. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 9.
18. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
19. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERLY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE THEIR INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR REGISTERED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
20. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PARKS AND PUBLIC WORKS SEWER DIVISION.
21. ALL NEW CONNECTIONS, RECONNECTIONS, ETC. TO SANITARY OR STORM SEWERS SHALL REQUIRE A CONNECTION PERMIT PRIOR TO BEGINNING ANY WORK. THE CITY OF PORTLAND PARKS AND PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCEMENT TO ALLOW FOR INSPECTION.
22. A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PARKS AND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
23. THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATIONS TO OR DEVIATIONS FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF BOODED OR LAWN AREAS, ACCESS SUE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.



BULK AND SPACE TABLE

	REQUIRED	PROVIDED
MIN. LOT SIZE	0	4,413 SF.
MAX. LOT SIZE	10,000 SF.	4,413 SF.
FRONT YARD	EQUAL OR LESS THAN 10'	
REAR YARD	1/5 OF SUM OF PROPOSED BLDG. HEIGHT & ADJACENT BLDG. HEIGHT (MEASURED BETWEEN BLDGS) OR 4' MIN. (MEASURED FROM P/L)	4' MIN. (FROM P/L)
SIDE YARD	1/5 OF SUM OF PROPOSED BLDG. HEIGHT & ADJACENT BLDG. HEIGHT (MEASURED BETWEEN BLDGS) OR 4' MIN. (MEASURED FROM P/L)	11' FROM ADJACENT BLDG (BASED ON 45' x 38.95' DIVIDED BY 5) OR 4' MIN. (FROM P/L)
MIN. STRUCTURE HEIGHT	2 STORIES ABOVE ADJACENT STREET GRADE	4 STORIES ABOVE ADJACENT STREET GRADE
MAX. STRUCTURE HEIGHT	45'	45'
OPEN SPACE	1 PORCH PER DWELLING UNIT, 6' x 8' OR 60 SQ. FT. MINIMUM	1 PORCH PER DU 6' x 8'
MIN. LOT WIDTH	NONE	49.98'
MIN. LAND PER DWELLING	125 SF.	1023 SF.
PARKING	1 SPACE/DU = 4 SPACES	4 SPACES



LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	MONUMENT	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	SIGN	---
---	CONTOURS	---
---	EDGE PAVEMENT	---
---	CURBLINE	---
---	TREELINE	---
---	GAS	---
---	SEWER	---
---	WATER	---
---	STORM DRAIN	---
---	OVERHEAD ELEC. & TEL.	---
---	GATE VALVE	---
---	UTILITY POLE	---
---	HYDRANT	---
---	MANHOLE	---
---	CHAIN LINK FENCE	---
---	STOCKADE FENCE	---
---	DECIDUOUS TREE	---
---	SPOT GRADE	---

ADJACENT BUILDING HEIGHT = 38.95 FT. (BASED ON A FIELD SURVEY COMPLETED BY SEBAGO TECHNIQS, INC. TO ESTABLISH PEAK BLDG. ELEV. & AVERAGE EX. GRADES.)

Sebago Technics
 Engineering Experts You Can Build On
 One Chestnut Street
 Westbrook, Me. 04098-1238
 Tel: (207) 856-0277

PROJECT NO. 04008
 FIELD BOOK DESIGN CHKD
 DRAWN DDB
 ERECT DDB
 SAB

APPROVAL - CITY OF PORTLAND PLANNING BOARD

DATE _____

CHAIRPERSON _____

STATE OF MAINE COUNTY SS REGISTRY OF DEEDS

RECEIVED _____ 20____

AT _____ h _____ m _____ AND RECORDED IN

PLAN BOOK _____ PAGE _____

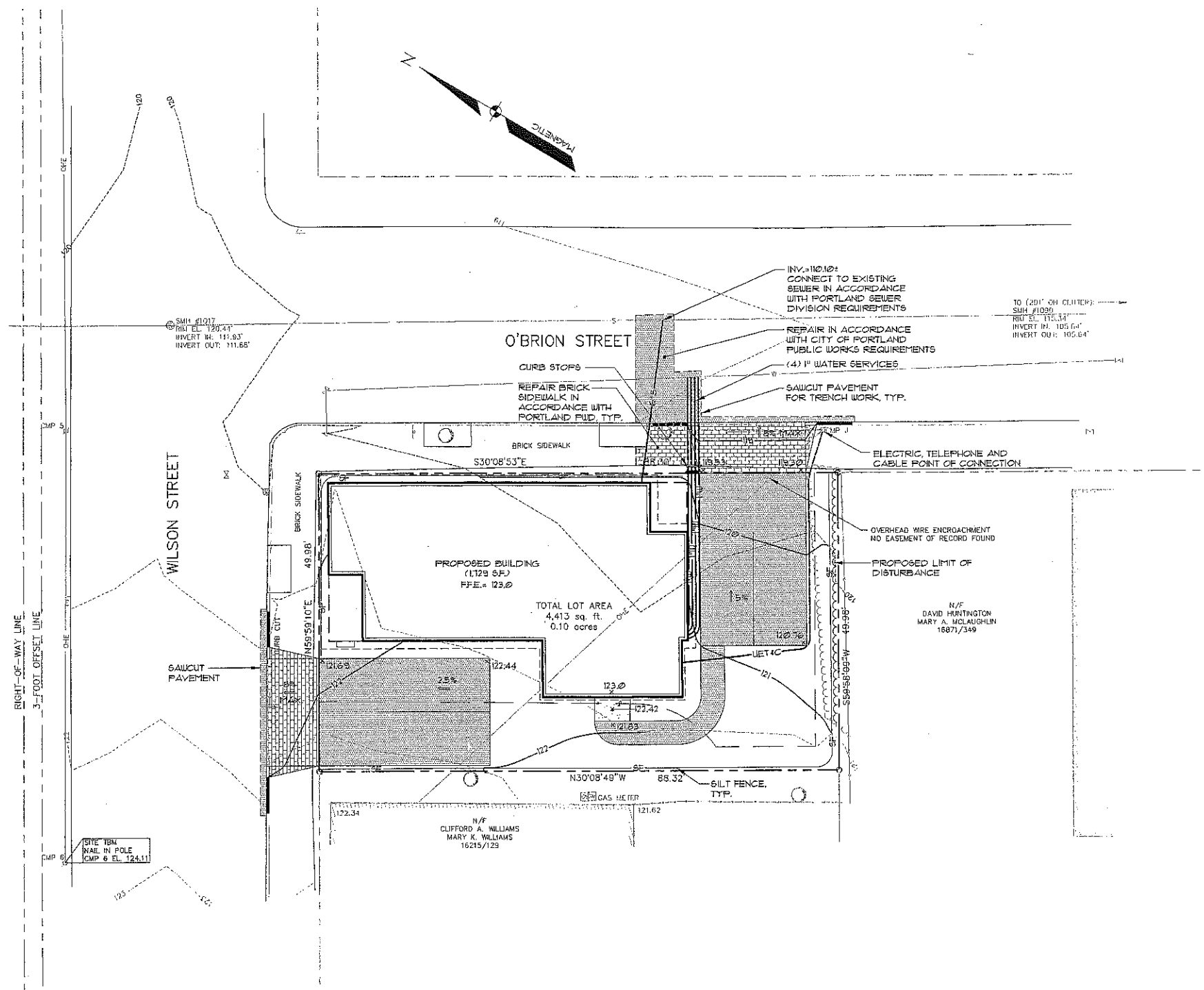
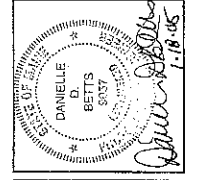
ATTEST _____ REGISTER

SITE/SUBDIVISION PLAN
 OF
WILSON HEIGHTS CONDOMINIUMS
 O'BRIEN & WILSON STREET
 PORTLAND, MAINE
 FOR
FRANK D. GRONDIN BUILDERS, LLC
 11A BARTLETT ROAD
 GORHAM, ME 04038

DATE 3-10-04 SCALE 1"=10'

SHEET 1 OF 4

6B



LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	MONUMENT	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	WETLANDS	---
---	EDGE WETLAND	---
---	SIGN	---
---	EDGE PAVEMENT	---
---	CURBLINE	---
---	TREELINE	---
---	CONTOURS	124
---	WATER	8" W
---	SEWER	8" S
---	OVERHEAD ELEC. & TEL.	---
---	UNDERGROUND ELEC. & TEL.	UET 4C
---	GATE VALVE	XX
---	LIGHT POLE	★
---	UTILITY POLE	+
---	HYDRANT	+
---	CATCH BASIN	+
---	MANHOLE	●
---	POTABLE WELL	⊙
---	SPOT GRADE	30x20
---	FENCE	---
---	DECIDUOUS TREE	---
---	CONIFEROUS TREE	---
---	SILT FENCE	GF

REV:	BY:	DATE:	STATUS:
A	DOB	1-18-05	ISSUED TO CITY FOR REVIEW

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

Sebago Technics
 Engineering Expertise You Can Build On
 One Chestnut Street
 Westbrook, Me 04098-1339
 Tel (207) 856-0277

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	DRAWN
04008	ELECT	DOB	DOB	SAB

GRADING & UTILITY PLAN
 OF
WILSON HEIGHTS CONDOMINIUMS
 O'BRIEN & WILSON STREET
 PORTLAND, MAINE
 FOR
FRANK D. GRONDIEN BUILDERS, LLC
 11A BARTLETT ROAD
 GORHAM, ME 04038

DATE	SCALE
3-10-04	1" = 10'

SHEET 2 OF 4

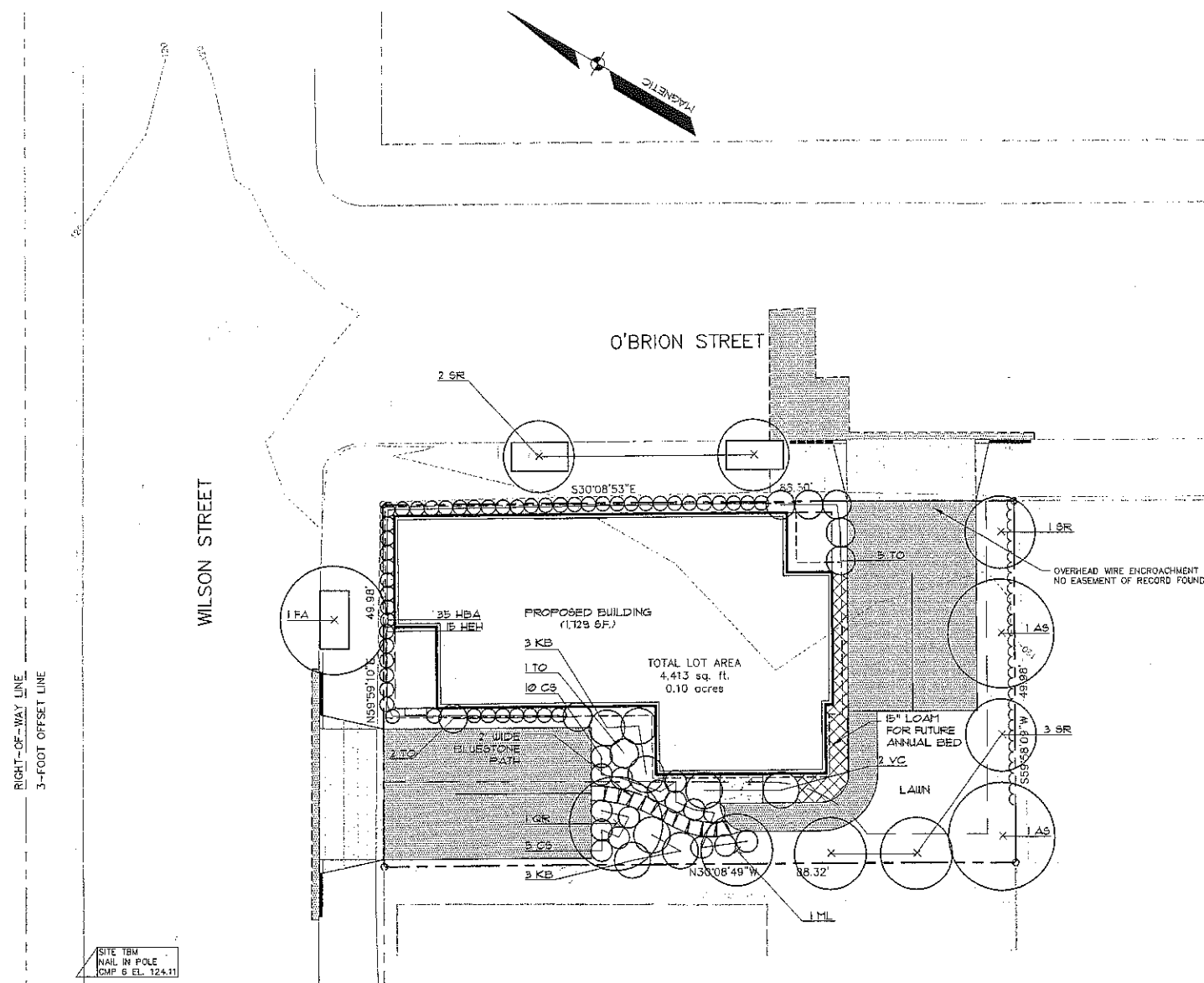
04008B



60

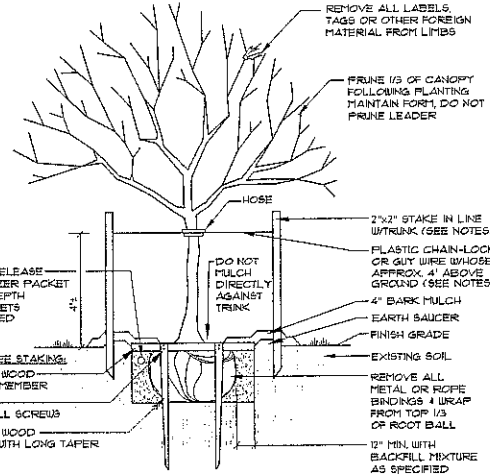
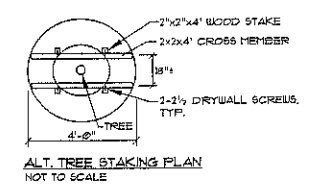
PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE
AS	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN SUGAR MAPLE	2 1/2" CAL.
CS	CLETHRA ANIFOLIA 'SIXTEEN CANDLES'	SIXTEEN CANDLES CLETHRA	18" - 24" HGT.
FA	FRAXINUS PENNSYLVANICA 'CHICAGO REGAL'	CHICAGO REGAL ASH	2 1/2" CAL.
HBA	HOSTA 'ELUE ANGEL'	BLUE ANGEL HOSTA	NO. 1 CONT.
HEH	HEMEROCALLIS 'HYPERION'	HYPERION DAYLILY	NO. 1 CONT.
KB	KALMIA LATIFOLIA 'BRIDESMAID'	BRIDESMAID MOUNTAIN LAUREL	24"-30"
KT	KALMIA LATIFOLIA 'TINKERBELL'	TINKERBELL MOUNTAIN LAUREL	18"-24"
QR	QUERCUS ROBUR 'SKYROCKET'	SKYROCKET ENGLISH OAK	2 1/2" CAL.
RE	RHODODENDRON 'ROSEUM ELEGANS'	ROSEUM ELEGANS RHODODENDRON	3-3-1/2" HGT.
SR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2" CAL. SINGLE STEM
TO	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	6"-1" HGT.
VC	VIBURNUM CARLESII 'JUDDI'	CARLESII-JUDDI VIBURNUM	24"-30"

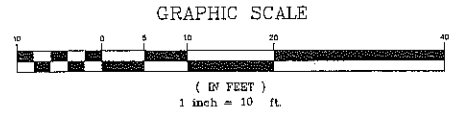


LANDSCAPE NOTES

- PLANT QUANTITIES SHOWN ON PLANT LISTS ARE FOR CONVENIENCE TO THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLANT MATERIAL INSTALLATION AS SHOWN ON PLANS.
- SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF 'U.S.A. STANDARD FOR NURSERY STOCK,' BY THE AMERICAN ASSOCIATION OF NURSERMEN, INC.
- ALL PLANT MATERIAL SHALL BE FREE FROM INSECTS AND DISEASE.
- ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. THIS IS TO INCLUDE PROPER PLANTING MIX, PLANT BED AND TREE PIT PREPARATION, PRUNING, STAKING OR GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE BY THE OWNER.
- PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BY THE CONTRACTOR AND A PERIOD OF TWO YEARS THEREAFTER BY THE OWNER FROM DATE OF INSTALLATION. DURING THE ONE YEAR GUARANTEE PERIOD, DEAD PLANT MATERIAL SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE ONE YEAR PERIOD, THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
- ALL GRASS, OTHER VEGETATION AND DEBRIS SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO PLANTING.
- EXISTING TREES TO BE PRESERVED WILL BE PROTECTED DURING CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE LANDSCAPE CONTRACTOR IS ADVISED OF THE PRESENCE OF THE UNDERGROUND UTILITIES AND SHALL VERIFY THE EXISTENCE AND LOCATION OF SAME BEFORE COMMENCING AND DIGGING OPERATIONS. THE LANDSCAPE CONTRACTOR SHALL REPLACE OR REPAIR UTILITIES, PAVING, BALKS, CURBING, ETC. DAMAGED IN PERFORMANCE OF THIS JOB AT NO ADDITIONAL COST TO THE OWNER.
- ALL SHRUB BEDS SHALL BE MULCHED WITH 3" CLEAN SHREDDED DARK BROWN BARK MULCH.
- THE CONTRACTOR SHALL PROVIDE 4" LOAM FOR ALL AREAS TO BE SODDED OR SEEDED. PLANTING AREAS SHALL RECEIVE 12" ROLLED THICKNESS OF LOAM. THE LANDSCAPE CONTRACTOR SHALL COORDINATE SUBGRADE PREPARATION WITH THE GENERAL CONTRACTOR PRIOR TO PLACING LOAM.
- ANY DEVIATION FROM THE LANDSCAPE PLAN, INCLUDING PLANT LOCATION, SELECTION, SIZE, QUANTITY OR CONDITION SHALL BE REVIEWED AND APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT (AND MUNICIPAL AUTHORITY, IF APPLICABLE) PRIOR TO INSTALLATION ON SITE.
- WHERE INDICATED ON PLAN, PLANTING SOIL MIXTURE FOR PERENNIAL AND ANNUAL FLOWER BED AREAS SHALL CONSIST OF FOUR PARTS TOPSOIL, TWO PARTS SPHAGNUM PEAT MOSS, AND ONE PART HORTICULTURAL PERLITE BY VOLUME. PEAT MOSS MAY BE SUBSTITUTED WITH WELL-ROTTED OR DEHYDRATED MANURE OR COMPOST. ROTOTILL BEDS TO A DEPTH OF 8 INCHES.

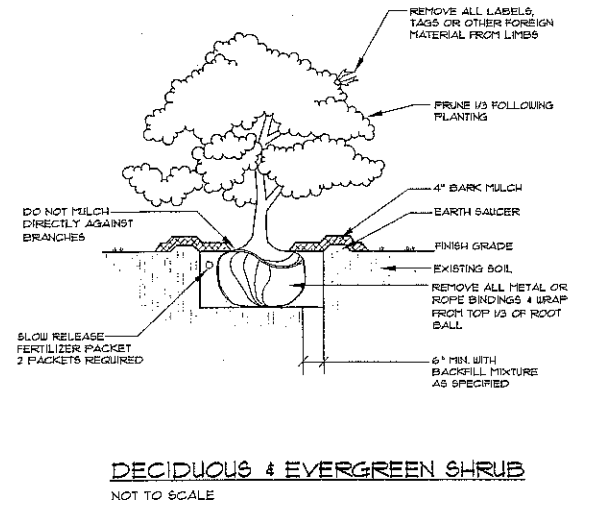


NOTES:
 INSTALL STAKES AND GUYTS TO TREES IF THE FOLLOWING APPLY:
 1. THE TREE IS OF SUBSTANTIAL SIZE.
 2. THE PLANTING LOCATION IS EXTREMELY WINDY, AS ON OPEN UNDEVELOPED SITES.
 3. THE PLANTING LOCATION IS COMPRISED OF SAND OR OTHER LOOSE TEXTURED SOILS.
 4. IF STAKES AND GUYTS ARE REQUIRED, REMOVE AFTER ONE YEAR TIME.



LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY/ROW	---
---	SETBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	MONUMENT	---
---	IRON PIPE/ROD	---
---	BUILDING	---
---	SIGN	---
---	CONTOURS	---
---	EDGE PAVEMENT	---
---	CURBLINE	---
---	TREELINE	---
---	GAS	---
---	SEWER	---
---	WATER	---
---	STORM DRAIN	---
---	OVERHEAD ELEC. & TEL.	---
---	GATE VALVE	---
---	UTILITY POLE	---
---	HYDRANT	---
---	MANHOLE	---
---	CHAIN LINK FENCE	---
---	STOCKADE FENCE	---
---	DECIDUOUS TREE	---



REV.	BY:	DATE:	STATUS:
A	DOB	1-18-05	ISSUED FOR SITE PLAN REVIEW

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

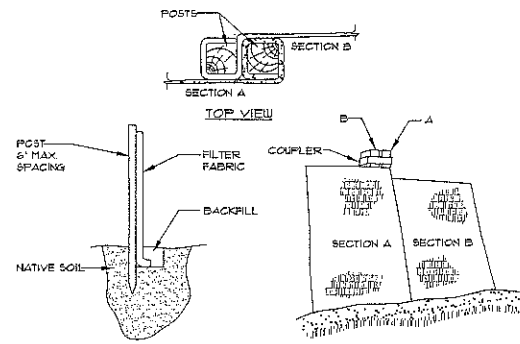
Sebago Technics
 Engineering Expertise You Can Build On
 One Chapel Street
 Westbrook, Me 04095-1339
 Tel (207) 626-0277

PROJECT NO. FIELD BOOK DESIGN CHKO DRAWN
 04008 CD CD DOB CD

LANDSCAPE PLAN
 OF:
WILSON HEIGHTS CONDOMINIUMS
 PORTLAND, MAINE
FRANK D. GRONDIN BUILDERS, INC.
 P.O. BOX 128
 GORHAM, ME 04038

DATE	SCALE
3-10-04	1"=10'

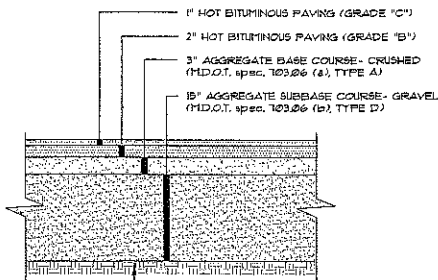
SHEET 3 OF 4



INSTALLATION:

1. EXCAVATE A 6" x 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM.
4. LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPANIED BY AN INTERCEPTION DITCH.
5. JOIN SECTION AS SHOWN ABOVE.
6. BARRIER SHALL BE MIRAF SILT FENCE OR EQUAL.

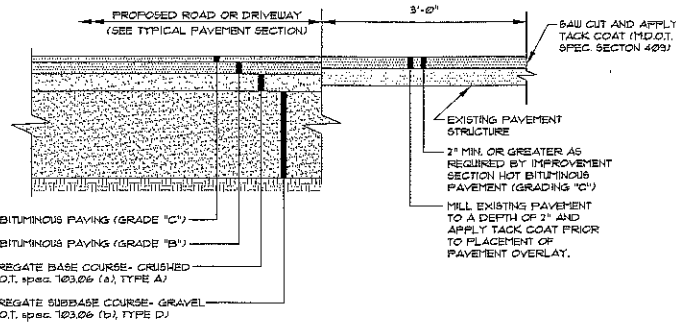
SILT FENCE
NOT TO SCALE



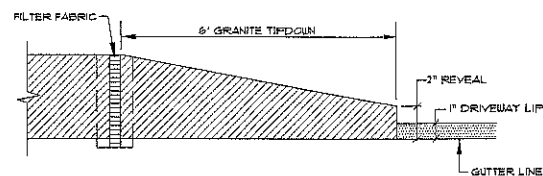
NOTES:

1. COMPACT GRAVEL SUBBASE, BASE COURSE TO 92% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
2. CONTRACTOR SHALL SET GRADE STAKES MARKING SUBBASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.

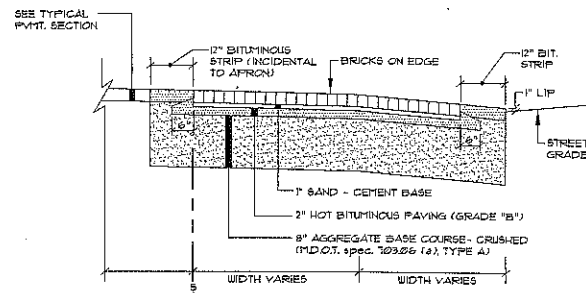
TYP. PAVEMENT SECTION
NOT TO SCALE



TYPICAL PAVEMENT JOINT
NOT TO SCALE

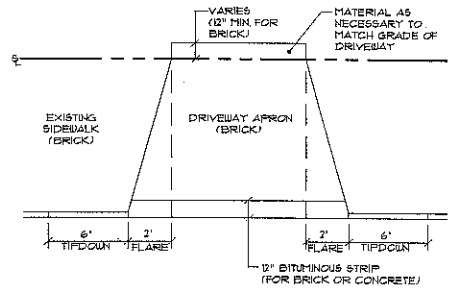


TYPICAL TIPDOWN CURB INSTALLATION
NOT TO SCALE

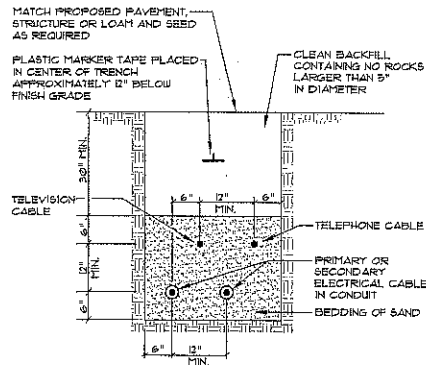


NOTE: BORDER COURSE OF BRICK SHALL BE MORTARED TO CONCRETE BASE.

BRICK WITH BITUMINOUS BASE DRIVEWAY CONSTRUCTION
NOT TO SCALE



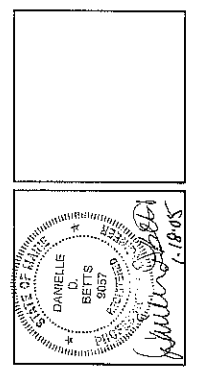
SIDEWALK & DRIVEWAY CONSTRUCTION
NOT TO SCALE



TYPICAL UNDERGROUND CABLE INSTALLATION
NOT TO SCALE

CONSTRUCTION NOTES

1. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIM OR HERSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIM OR HERSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL NOTIFY ENGINEER OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND IN THE FIELD.
4. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND OWNER'S REQUIREMENTS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
6. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO CONSTRUCTION.
7. CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED BY DESIGN DRAWINGS.
8. SITE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
9. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 1991 OR LATEST EDITION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
10. THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-018-8282) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEPLETION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
11. CONTRACTOR SHALL BE AWARE THAT DIG SAFE ONLY NOTIFIES ITS "MEMBER" UTILITIES ABOUT THE DIG. WHEN NOTIFIED, DIG SAFE WILL ADVISE CONTRACTOR OF MEMBER UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND CONTACTING NON-MEMBER UTILITIES DIRECTLY. NON-MEMBER UTILITIES MAY INCLUDE TOWN OR CITY WATER AND SEWER DISTRICTS AND SHALL LOCAL UTILITIES, AS WELL, AS USE PUBLIC WORKS SYSTEMS.
12. CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRS. 3360-A. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE APPROPRIATE UTILITIES TO OBTAIN AUTHORIZATION PRIOR TO RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS. IF A UTILITY CONFLICT ARISES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER, THE MUNICIPALITY AND APPROPRIATE UTILITY COMPANY PRIOR TO PROCEEDING WITH ANY RELOCATION.
13. ALL PAVEMENT MARKINGS AND DIRECTIONAL SIGNAGE SHOWN ON THE PLAN SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS.
14. ALL PAVEMENT JOINTS SHALL BE SAUCUT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.
15. NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
16. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A M.D.O.T. PERMIT AS WELL AS PERMITS FROM THE TOWN AS APPLICABLE.
17. THE PROPOSED LIMITS OF CLEARING SHOWN HEREON ARE APPROXIMATE BASED UPON THE PROPOSED LIMITS OF SITE GRADING. THE APPLICANT RESERVES THE RIGHT TO PERFORM NORMAL FOREST MANAGEMENT ACTIVITIES OUTSIDE OF THE CLEARING LIMIT AS SHOWN. TREE REMOVAL OUTSIDE OF THE LIMITS OF CLEARING MAY BE NECESSARY TO REMOVE DEAD OR DYING TREES OR TREE LIMBS. THIS REMOVAL IS DUE TO POTENTIAL SAFETY HAZARDS AND TO PROMOTE PROPER FOREST GROWTH.
18. IMMEDIATELY UPON COMPLETION OF CUTS/FILLS, THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH EROSION CONTROL NOTES AND AS SPECIFIED ON PLANS.
19. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE REMOVAL, REPLACEMENT AND RECTIFICATION OF ALL DAMAGED AND DEFECTIVE MATERIAL AND WORKSMANSHIP IN CONNECTION WITH THE CONTRACT WORK. THE CONTRACTOR SHALL REPLACE OR REPAIR AS DIRECTED BY THE OWNER ALL SUCH DAMAGED OR DEFECTIVE MATERIALS WHICH APPEAR WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.
20. ALL WORK PERFORMED BY THE GENERAL CONTRACTOR AND/OR TRADE SUBCONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF LOCAL, STATE OR FEDERAL LAWS, AS WELL AS ANY OTHER GOVERNING REQUIREMENTS, WHETHER OR NOT SPECIFIED ON THE DRAWINGS.
21. WHERE THE TERMS "APPROVED EQUAL", "OTHER APPROVED", "EQUAL TO", "ACCEPTABLE" OR OTHER GENERAL QUALIFYING TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF SEBAGO TECHNICS, INC.
22. THE GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTION FOR THE WORK UNTIL TURNED OVER TO THE OWNER.
23. THE GENERAL CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES.
24. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
25. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. ANY MODIFICATION TO SUIT FIELD DIMENSION AND CONDITION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ANY WORK.
26. BEFORE THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND MATERIALS, REPAIR OR REPLACE PRIVATE OR PUBLIC PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DURING CONSTRUCTION. CLEAN THE AREAS WITHIN AND ADJACENT TO THE PROJECT WHICH HAVE BEEN OBSTRUCTED BY HIS/HER OPERATIONS, AND LEAVE THE PROJECT AREA NEAT AND PRESENTABLE.
27. ALL SUBSURFACE UTILITY LINES SHOWN HEREON ARE BASED SOLELY ON THE FIELD LOCATION OF VISIBLE STRUCTURES, SP4S, CO'S, HYDRANTS, ETC. IN CONJUNCTION WITH DESIGN AND OR AS-BUILT PLANS SUPPLIED TO SEBAGO TECHNICS, INC. BY OTHERS. PRIOR TO ANY CONSTRUCTION, EXCAVATION, TEST BORINGS, DRILLING, ETC. DIG SAFE MUST BE NOTIFIED AND A SITE IDENTIFICATION NUMBER ALONG WITH A SAFE TO DIG DATE OBTAINED. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION, DEPTH AND MATERIAL OF ALL SUBSURFACE UTILITY LINES SHOWN HEREON AND ANY AND ALL OTHERS LOCATED ON SITE WITHIN THE CONSTRUCTION AREA.
28. REFER TO GENERAL NOTES ON SHEET 1.



REV:	BY:	DATE:	ISSUED TO CITY FOR REVIEW
A	DOB	1-18-05	
STATUS:			
WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, APPROVED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.			

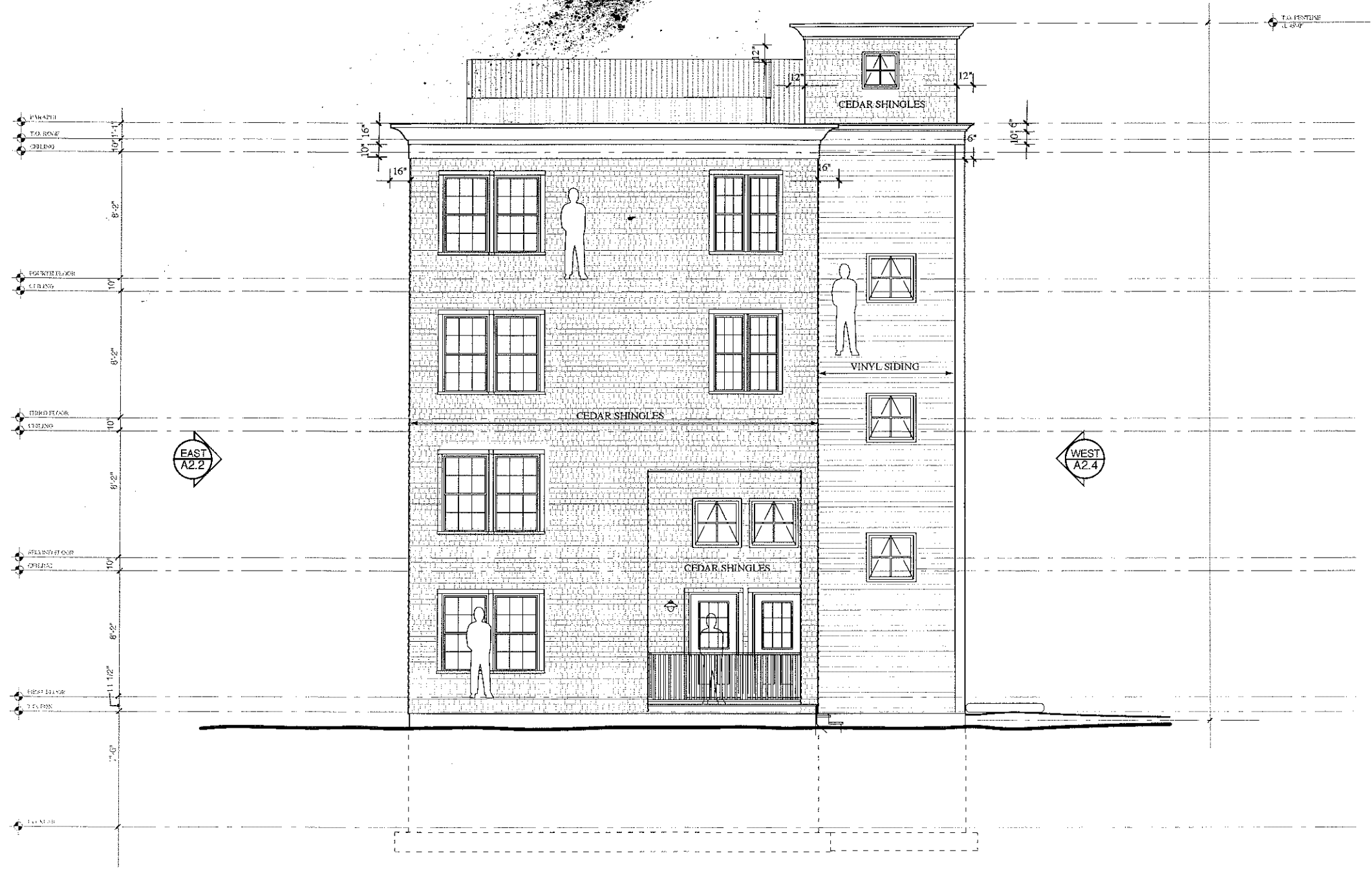
Sebago Technics
Engineering Expertise You Can Build On
104 Orono Street
Westbrook, ME 04090-1519
Tel: (207) 686-0277

PROJECT NO.	04008
FIELD BOOK	DESIGN
ELECT	DDB
CHKD	DDB
DRAWN	JLB

DETAILS
OF:
WILSON HEIGHTS CONDOMINIUMS
ORSON & WILSON STREET
PORTLAND, MAINE
FOR:
FRANK D. GRONDIS BUILDERS, LLC
114 BASTIEN ROAD
CORHAM, ME 04038

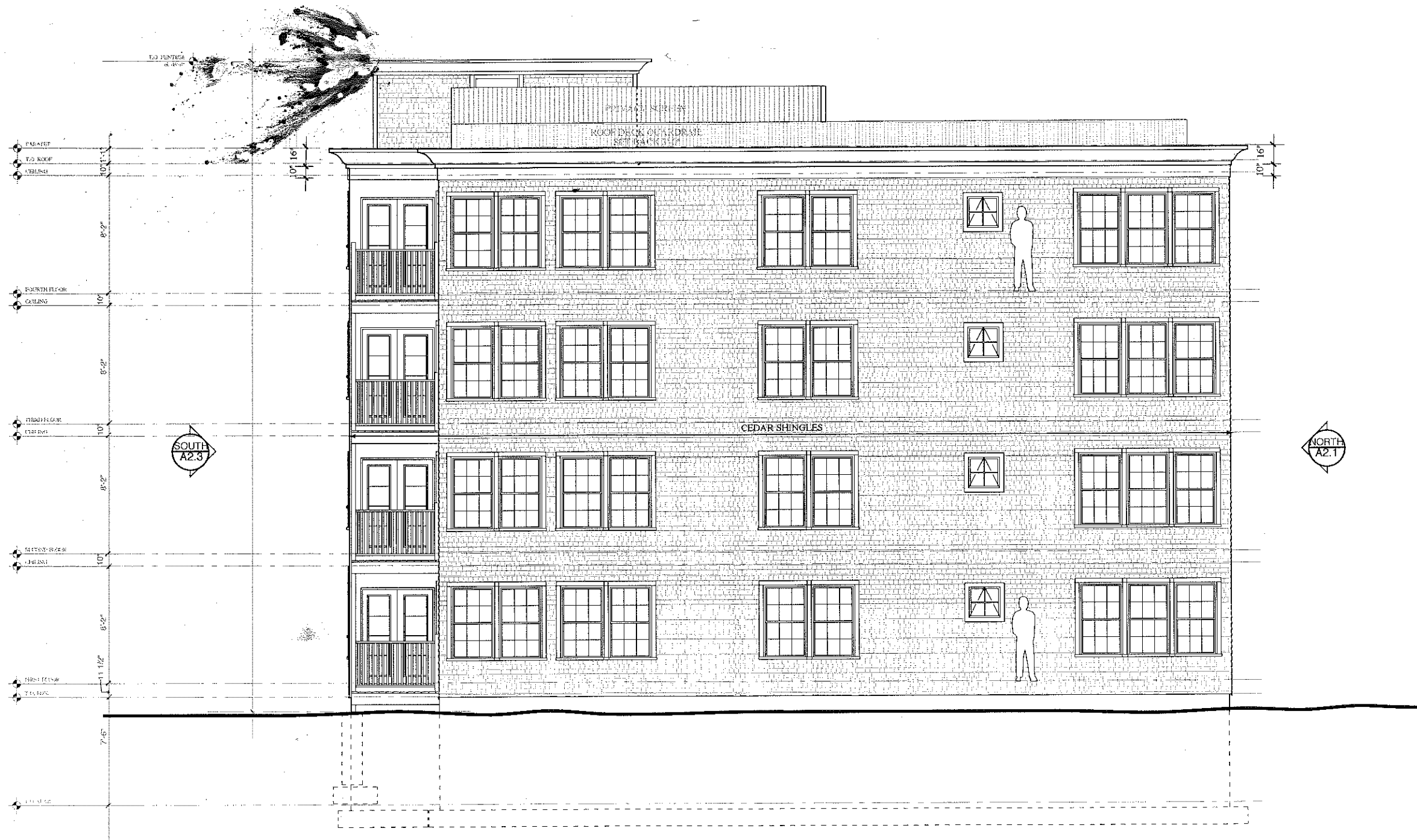
04008D

6D



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	
NORTH ELEVATION SCALE: 1/4" = 1'-0"	
A2.1 DRAWING NO.	



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

**WILSON HEIGHTS
CONDOMINIUMS**
PROJECT ADDRESS
DHA PROJ. # 20469

EAST ELEVATION
SCALE: 1/4" = 1'-0"

A2.2
DRAWING NO.



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

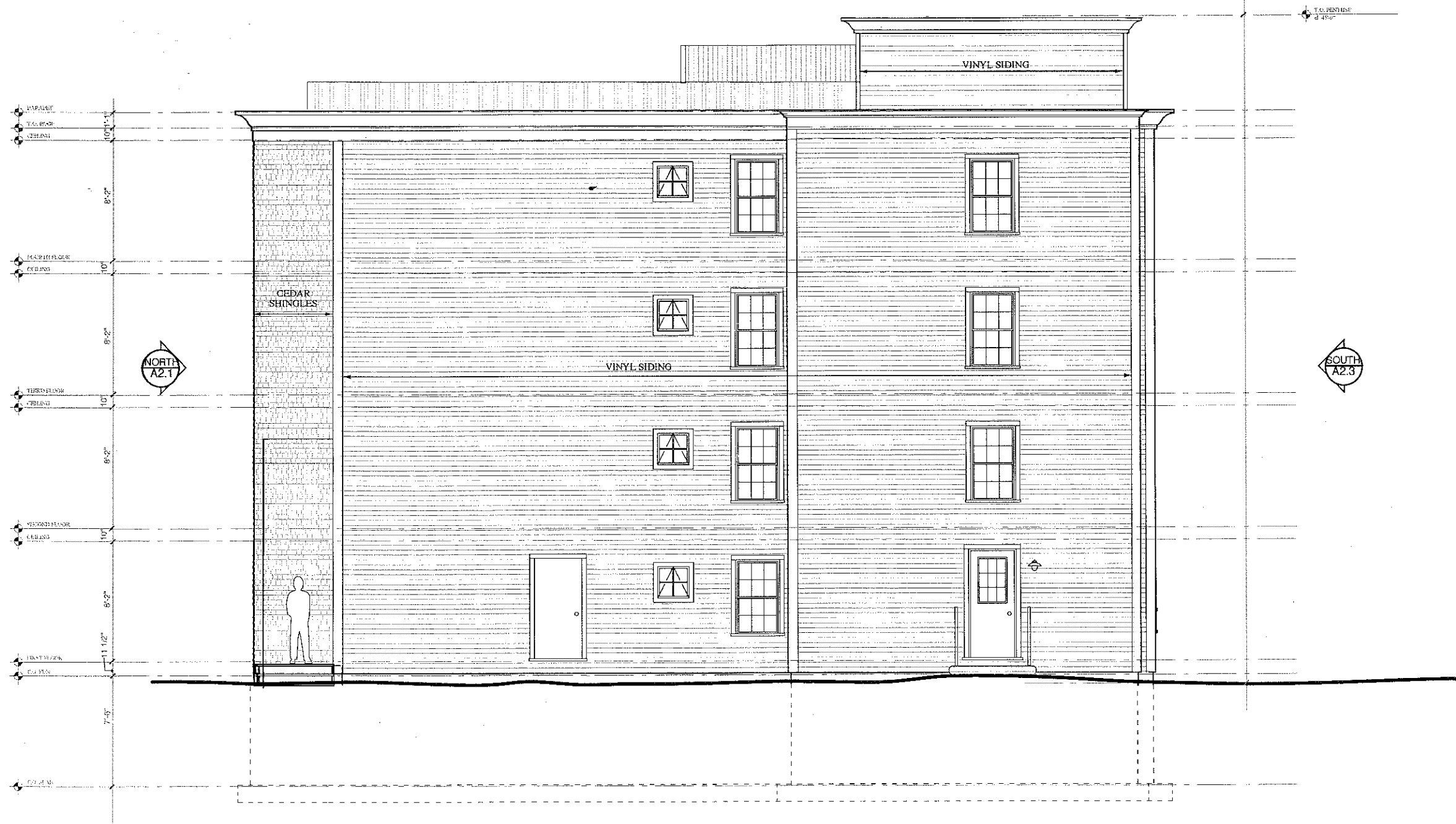
DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

WILSON HEIGHTS
CONDOMINIUMS
PROJECT ADDRESS
DHA PROJ. # 21419

SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

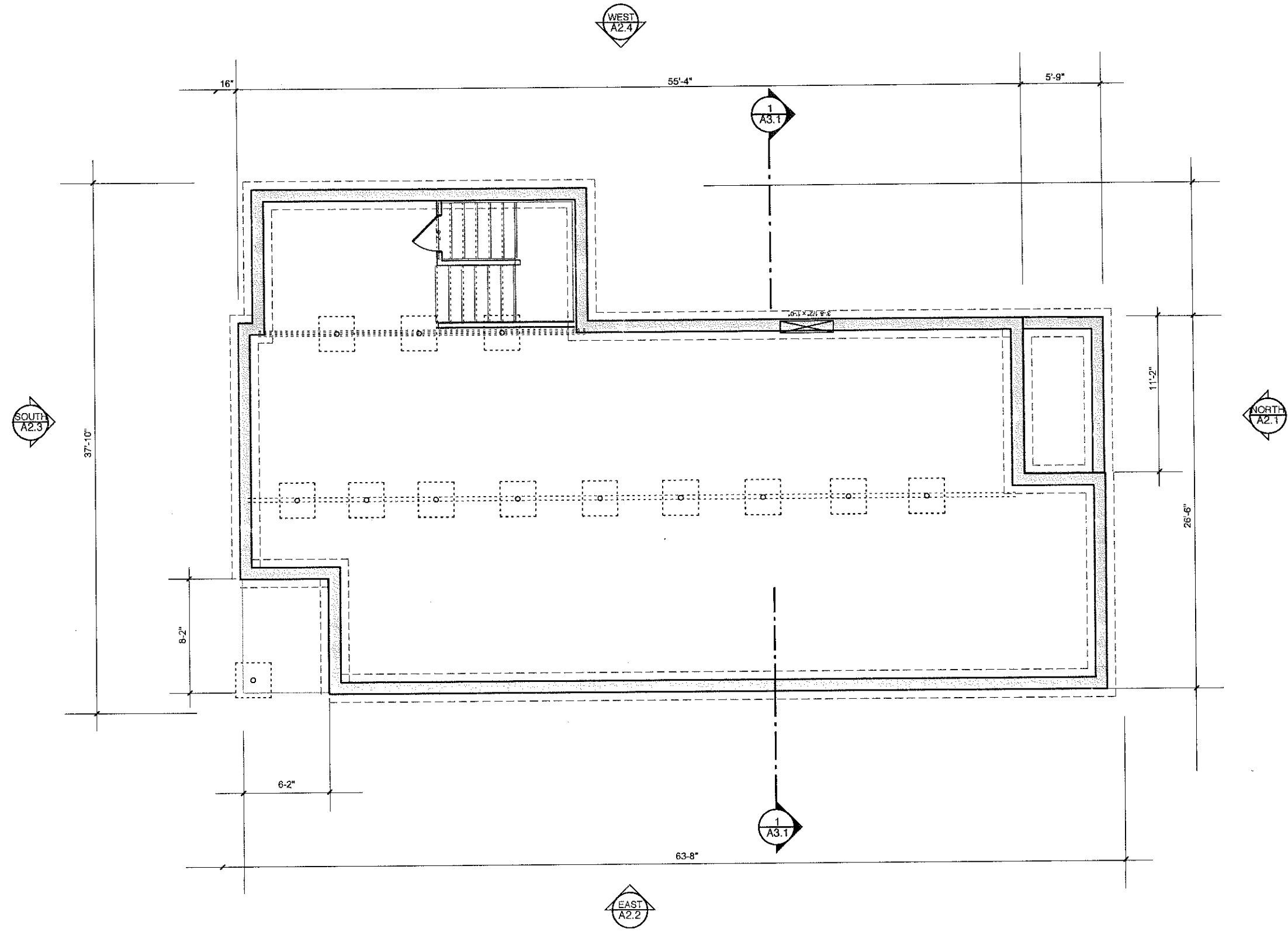
A2.3
DRAWING NO.



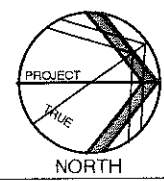
1 WEST ELEVATION
 SCALE: 1/4" = 1'-0"

DAVID HEMBRE - ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04
WILSON HEIGHTS CONDOMINIUMS PROJECT ADDRESS	
WEST ELEVATION SCALE: 1/4" = 1'-0"	
A2.4 DRAWING NO.	

6E



1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

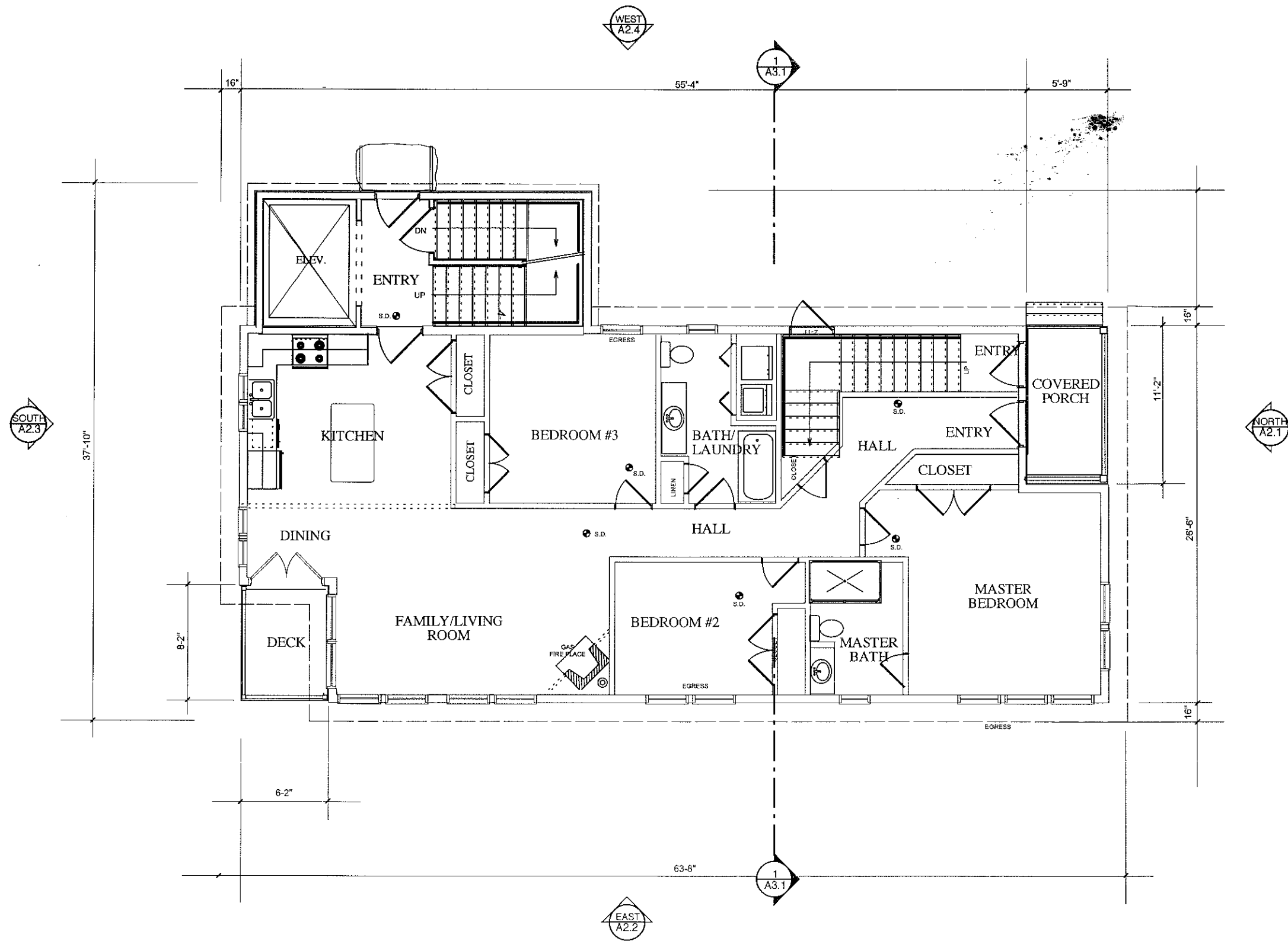
ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
CITY OF FALMOUTH	

**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND MAINE

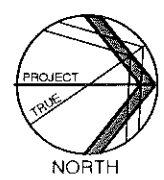
BASEMENT PLAN
SCALE: 1/4"=1'-0"

A1.0

DRAWING NO.



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



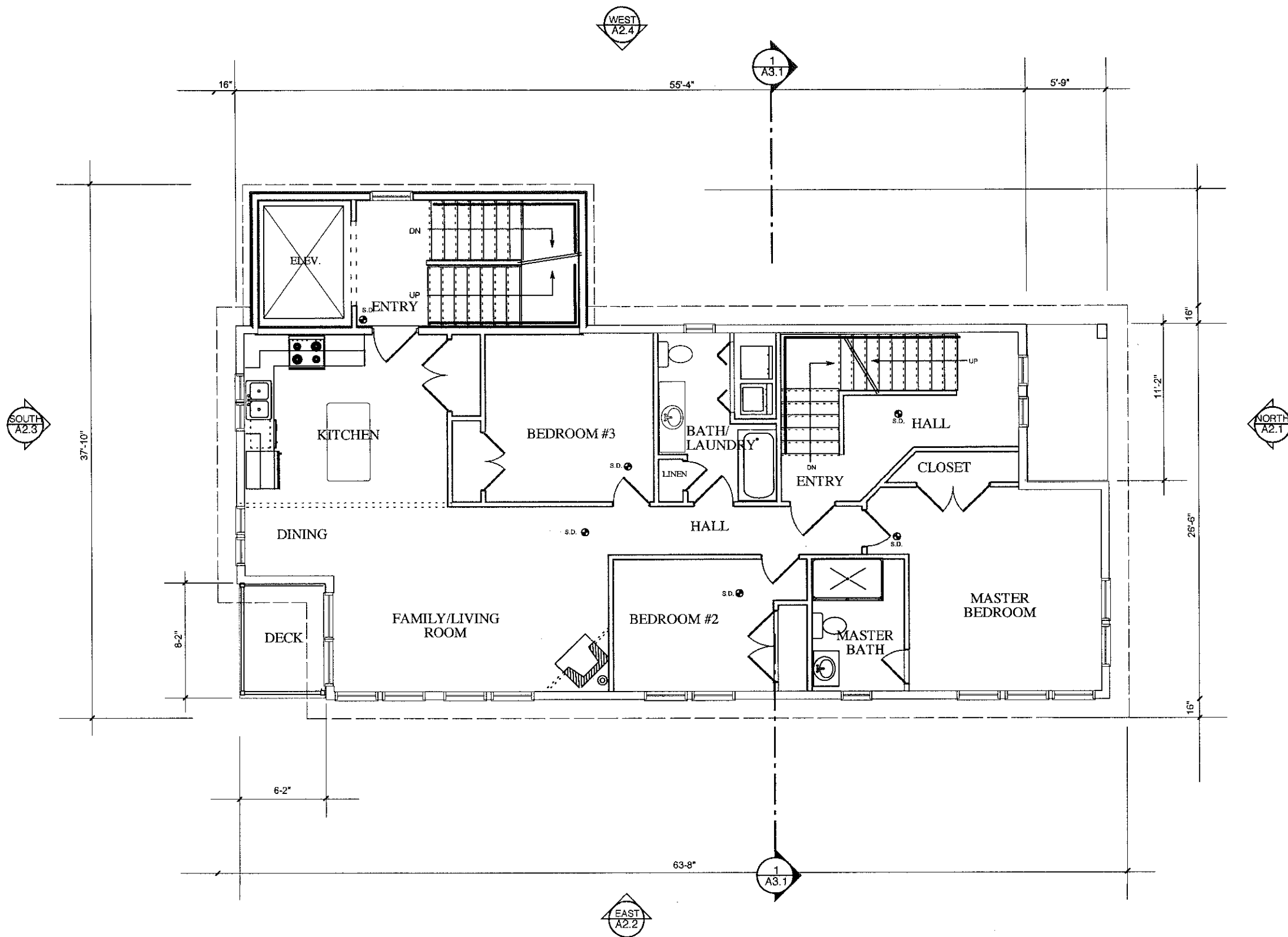
DAVID HEMBRE - ARCHITECT
311 FORBES ROAD
PALM BEACH, FLORIDA 33480
(561) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPLICATION	8/5/04

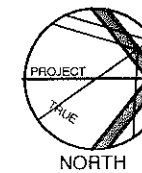
**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND MAINE
DEA PROJ. # 2009

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

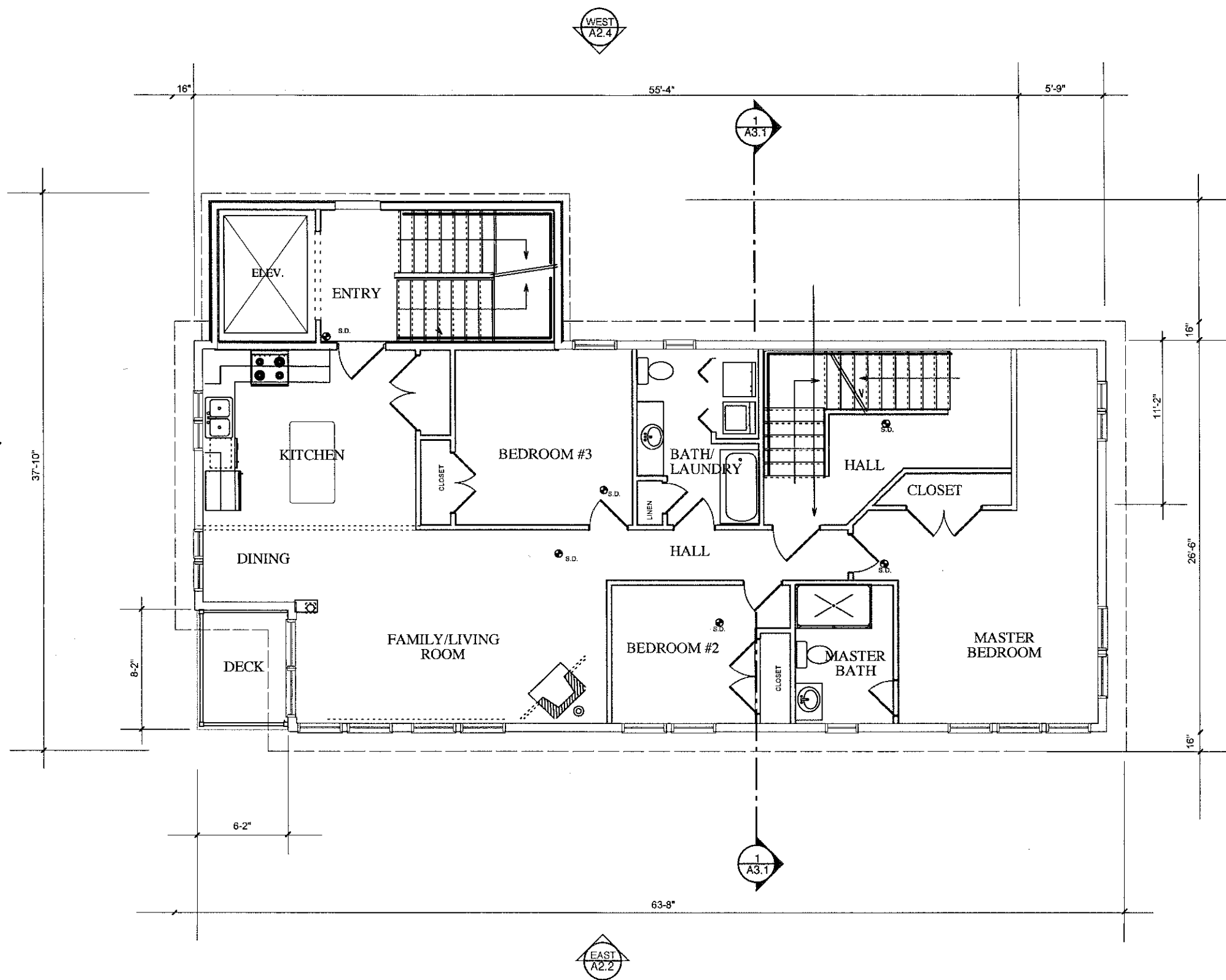
A1.1
DRAWING NO.



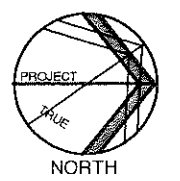
1 SECOND FLOOR PLAN (TYPICAL)
 SCALE: 1/4" = 1'-0"



DAVID HEMBRE, ARCHITECT 311 FORESIDE ROAD FALMOUTH, MAINE 04105 (207) 781-7227	
ISSUED FOR:	DATE:
PUBLIC HEARING	1/18/05
PROJECT NAME: WILSON HEIGHTS CONDOMINIUMS	DATE OF PLAN: 1/18/05
WILSON HEIGHTS CONDOMINIUMS WILSON STREET PORTLAND, MAINE	
SECOND FLOOR PLAN SCALE: 1/4" = 1'-0"	
A1.2 DRAWING NO.	



1 THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT
311 FORESIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:

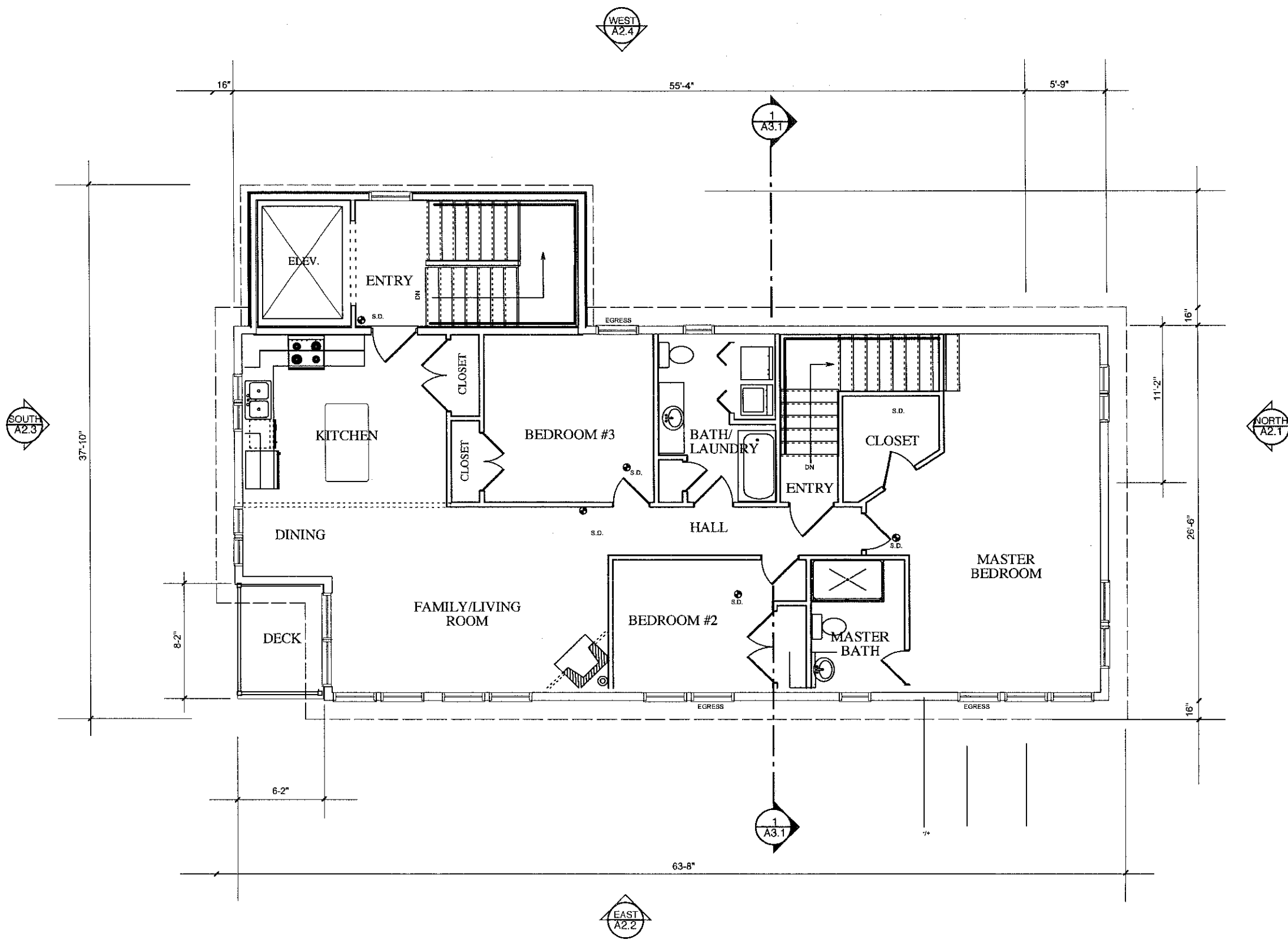
DATE	DESCRIPTION

PUBLIC HEARING: _____
DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: 1/4" = 1'-0"

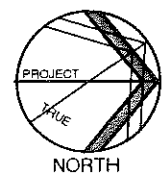
**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND, MAINE

THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

A1.3
DRAWING NO.



1 FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"



DAVID HEMBRE - ARCHITECT
311 PORSIDE ROAD
FALMOUTH, MAINE 04105
(207) 781-7227

ISSUED FOR:	DATE
PUBLIC HEARING	1/18/05
SITE PLAN APPROVAL	8/21/04

**WILSON HEIGHTS
CONDOMINIUMS**
WILSON STREET
PORTLAND MAINE
PNA PROJ # 20-019

FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"

A1.4

DRAWING NO.