

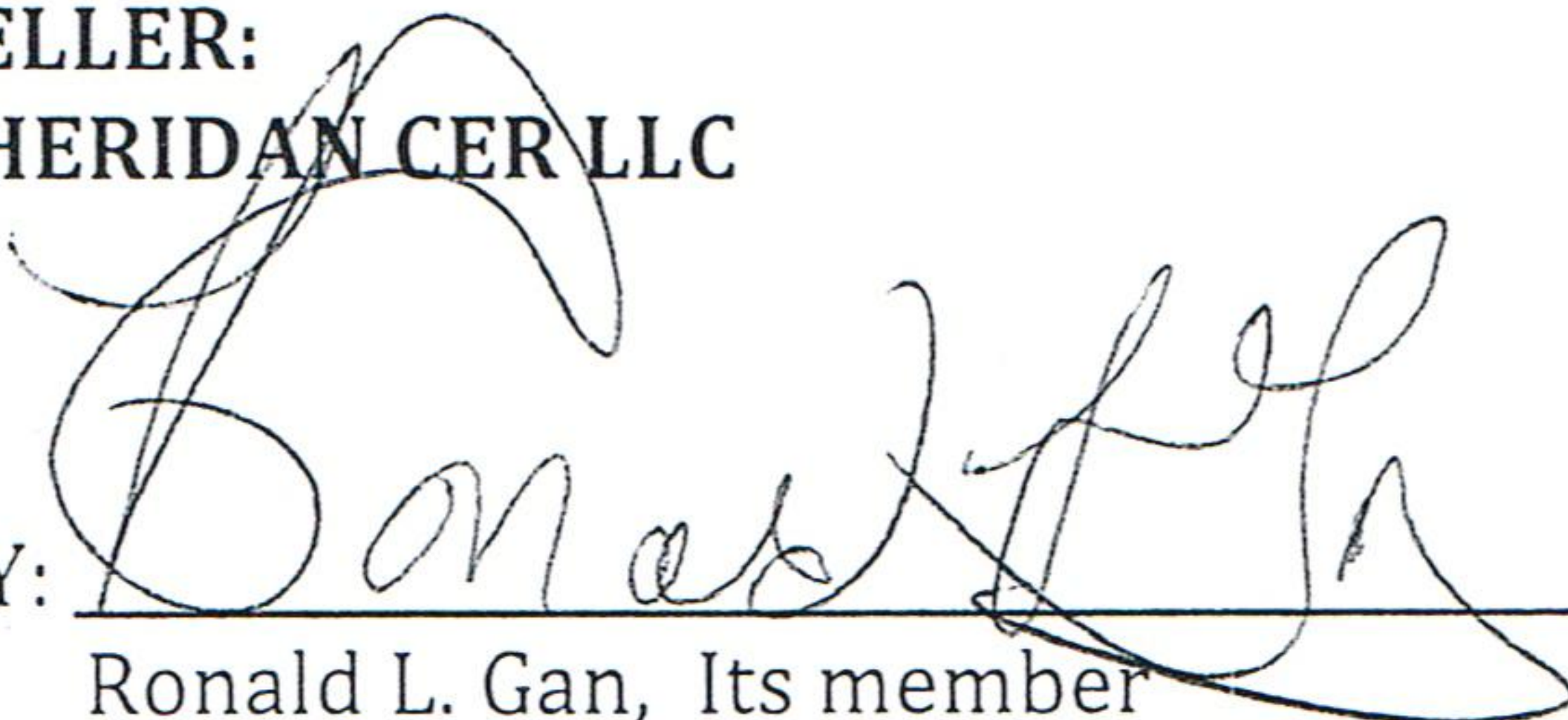
July 22, 2014

Addendum to the Purchase and Sale Agreement dated
January 30th, 2014 by and between
Sheridan CER LLC and Mark G. Kiefner and Nancy E. Bogg Trustees
of the Mark G. Kiefner Living Trust and the Nancy E. Bogg Living Trust.

The parties agree to extend the contract deadline for the second time (first time of July 31st, 2014) to March 31, 2015 for contingencies (pages 2 and 3) for 7b (lot approval), 7c (project documentation terms) and 7d (construction management agreement). All other portions of the contract shall remain in full force.

SELLER:
SHERIDAN CER LLC

BY:


Ronald L. Gan, Its member

DATE:

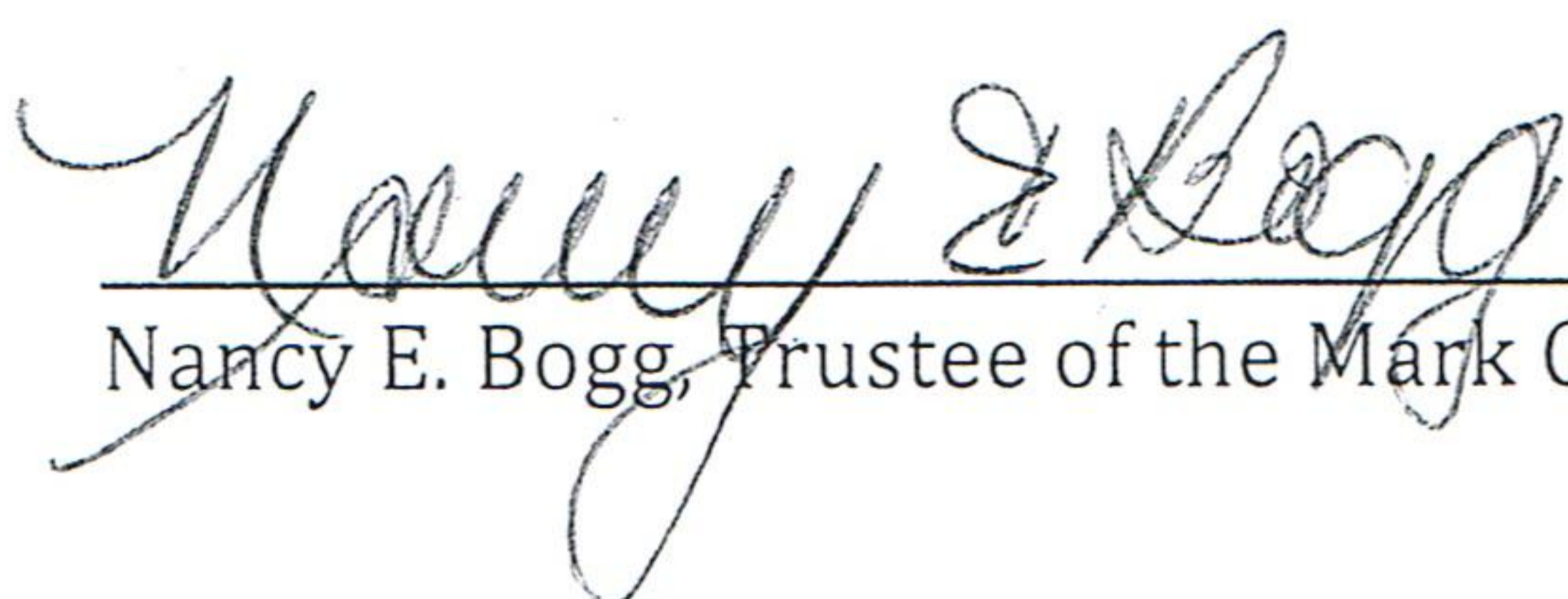
7-22-14

BUYER:


Mark G. Kiefner, Trustee of the Mark G. Kiefner Living Trust

DATE:

7/22/14


Nancy E. Bogg, Trustee of the Mark G. Kiefner Living Trust

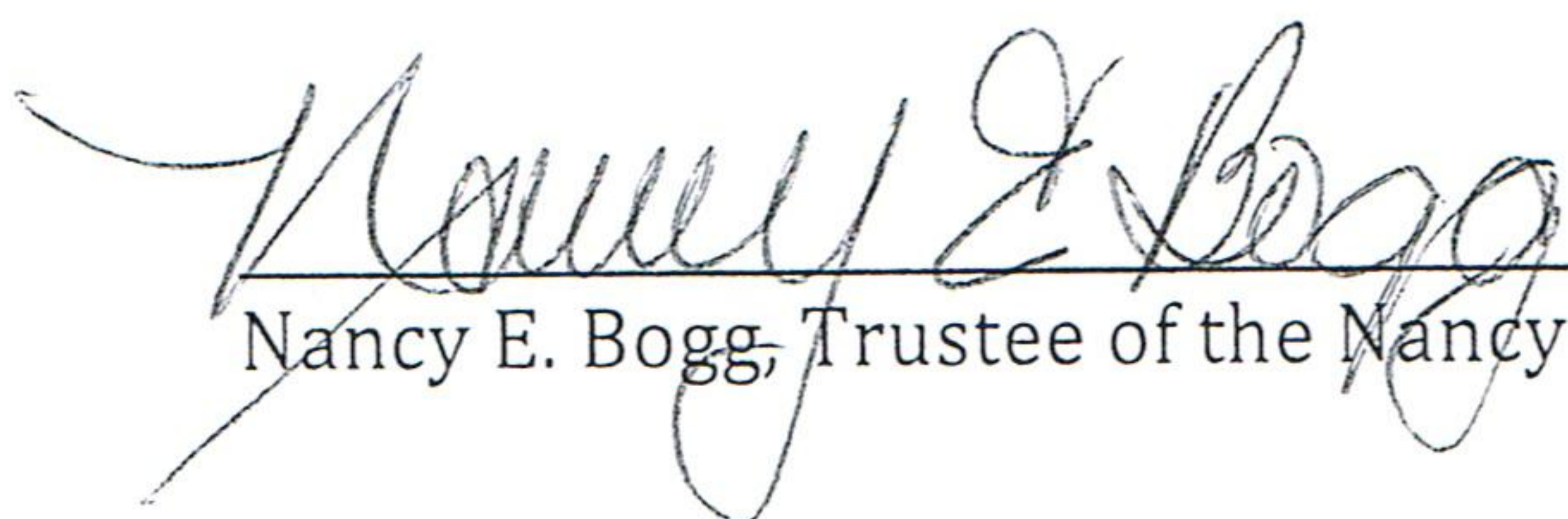
DATE:

7/22/14


Mark G. Kiefner, Trustee of the Nancy E. Bogg Living Trust

DATE:

7/22/14


Nancy E. Bogg, Trustee of the Nancy E. Bogg Living Trust

DATE:

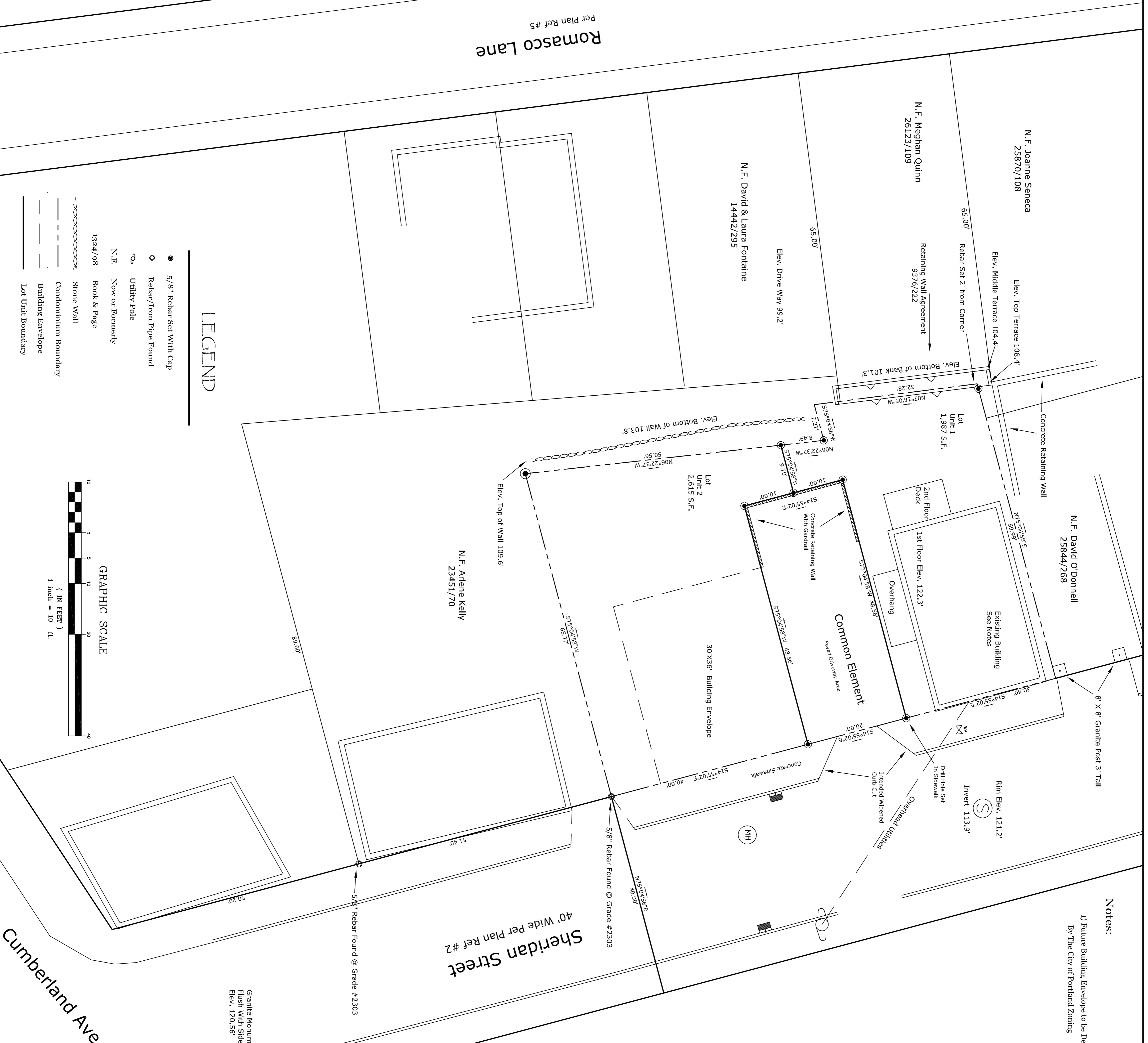
7/22/14



RICHARD W. EATON P.L.S. # 2075

MAGNETIC June 2012

R. W. EATON ASSOCIATES
 LAND SURVEYING & REAL ESTATE
 58 PLEASANT STREET, WESTBROOK, MAINE 04092
 PHONE: 307-84-2402 FAX: 856-7167 E-MAIL: RWEATON@MAINE.RR.COM
 June 28th, 2012 Revised September 24th, 2014



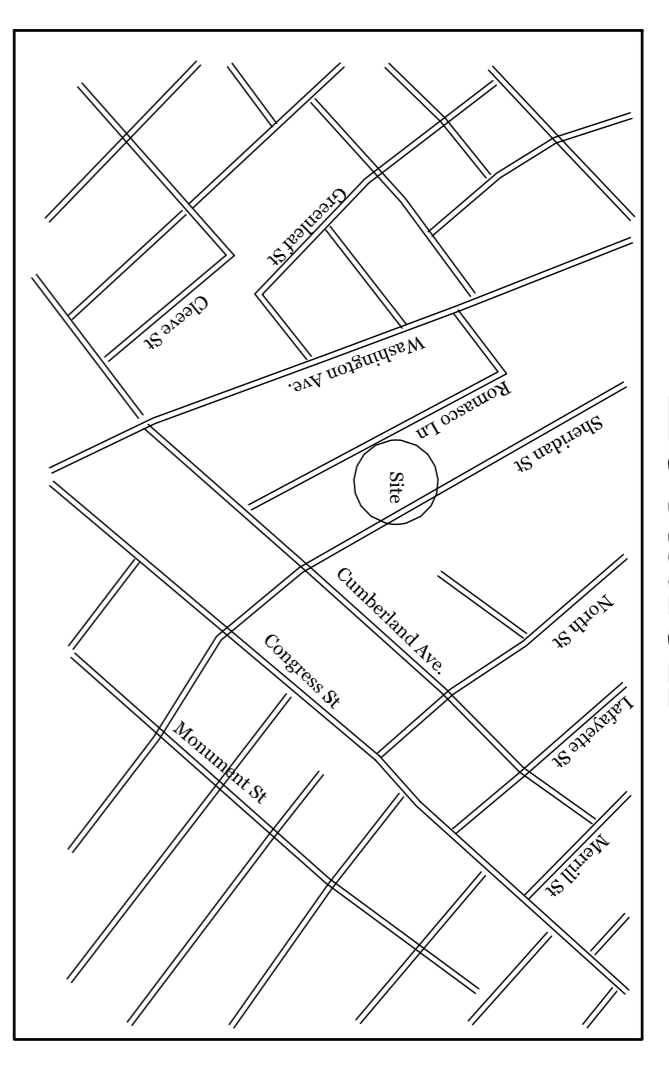
LEGEND

- 5/8" Rebar Set With Cap
- Rebar/Iron Pipe Found
- ⊕ Utility Pole
- N.F. Now or Formerly
- 1324/98 Book & Page
- Stone Wall
- Condominium Boundary
- Building Envelope
- Lot Unit Boundary



Notes:

- 1) Future Building Envelope to be Determined By The City of Portland Zoning



Location

PLAN REFERENCE

- 1) Sheridan Street Plan & Profile Sta 0+00 - 4+50 By Woodward & Curran Dated June 1987 On File at Portland Engineering Archives
- 2) Sheridan Street Right of Way Plan 2 Sheets Dated August 1925 On File at Portland Engineering Archives
- 3) Plan of Property Made for A & M Partners LLC Formerly J.J. Nissen Bakery By Tricomb Associates Dated June 19, 2002 Recorded in Plan Book 211 Page 211 4) Little, Weeks, and Moody Dated February 17th 1802 and Recorded in Book 36 Page 247 5) Larch Street Reconstruction Plan & Profile Sta 0+00 to Sta 4+00 Dated Aug. 1990 On File at Portland Engineering Office
- 6) Boundary Survey for John and Cindy Lemieux 100 Sheridan Street, Portland By R W Eaton Associates Dated June 28th, 2014. On File

Tax Map 13 Lot 16 & 18
 Lot Unit 1 Area 1,987 Square Feet
 Lot Unit 2 Area 2,615 Square Feet
 Common Element Area 971 Square feet
 Bench Mark Elevation 120.56 NGVD 1929
 Granite Monument at Corner of Cumberland Ave & Sheridan

Cumberland Ave.

Sheridan Street
 40' Wide Per Plan Ref #2

Condominium Plat

SHERIDAN CERMAN
 Condominium
 98-100 Sheridan Street
 Portland, Maine 04101

OWNER OF RECORD
 Sheridan CER, LLC
 C.C.R.D. Book 31915 Page 324

MADE FOR
 Sheridan CER, LLC
 202 Washington Ave.
 Portland, Maine 04102

SCALE: 1:10
DRAWN BY: AME
CHECKED BY: R.W.E
CAD FILE: 412 DWG
PROJ #: 412
ORIG DATE: 05-28-12
0 REV DATE: 09-24-14
1 REV DATE: 00-00-00
2 REV DATE: 00-00-00
3 REV DATE: 00-00-00



Inspections Division

Date: 11/20/14



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Portland, ME 04101

207-774-8482

www.briburn.com

PROJECT MANUAL FOR:

BOGG + KIEFNER RESIDENCE

100 Sheridan Street, Portland, Maine 04101



ISSUED FOR PERMITTING & CONSTRUCTION:

October 1, 2014



Inspections Division
Date: 11/20/14



TABLE OF CONTENTS

PART A – SPECIFICATIONS

Division 01	GENERAL REQUIREMENTS	5
	01 00 00 General Requirements	
	01 20 00 Allowances and Alternates	
Division 02	EXISTING CONDITIONS	7
	02 40 00 Selective Site and Building Demolition	
Division 03	CONCRETE	7
	03 30 00 Cast-In-Place Concrete (and concrete floor finishing)	
Division 04	MASONRY (NOT APPLICABLE)	9
Division 05	METALS	10
	05 00 00 Metals (Structural Metal Framing / Metal Fabrications)	
Division 06	WOOD, PLASTICS AND COMPOSITES	10
	06 10 00 Rough Carpentry	
	06 20 00 Finish Carpentry	
	06 40 00 Architectural Woodwork	
Division 07	THERMAL AND MOISTURE PROTECTION	13
	07 10 00 Dampproofing & Waterproofing	
	07 20 00 Thermal Protection	
	07 26 00 Vapor Retarders	
	07 27 00 Air Barriers	
	07 46 00 Siding	
	07 50 00 Membrane Roofing	
	07 60 00 Flashing & Sheet Metal	
	07 92 00 Joint Sealants / Tape Flashing	
Division 08	OPENINGS	17
	08 10 00 Doors and Frames	
	08 50 00 Windows	
	08 71 00 Door Hardware	



Division 09 **FINISHES****20**

 09 29 00 Gypsum Board

 09 30 00 Tiling (Floor and Wall)

 09 64 00 Wood Flooring

 09 65 00 Resilient Flooring

 09 90 00 Painting and Coating (Interior and Exterior)

Division 10 **SPECIALTIES****22**

 10 28 00 Toilet, Bath and Laundry Accessories – NOT INCLUDED

Division 11 **EQUIPMENT****23**

 11 31 00 Residential Appliances (Kitchen)

Division 12 **FURNISHINGS****23**

 12 20 00 Window Treatments (by owner)

Division 14 **CONVEYING EQUIPMENT**.....**23**

 14 20 00 Elevators

Division 22 **PLUMBING****23**

 22 00 00 Plumbing

 22 41 00 Residential Plumbing Fixtures

Division 23 **HEATING, VENTALATING AND AIR CONDITIONING (HVAC)****25**

 23 50 00 Heating System and Equipment

Division 26 **ELECTRICAL / COMMUNICATION****26**

 26 00 00 Electrical / Communication

 26 50 00 Lighting

Division 31 **EARTHWORK****29**

 31 00 00 Earthwork

Division 32 **EXTERIOR IMPROVEMENTS****29**

 32 00 00 Exterior Improvements

Division 33 **UTILITIES****30**

 33 00 00 Utilities (Septic system, water and underground electric)

PART B – SUPPLEMENTAL INSTALLATION TECHNIQUES / INSTRUCTIONS

- 100 SHERIDAN STREET HVAC RECOMMENDATIONS MEMO
- AIR BARRIERS–AIRTIGHT DRYWALL APPROACH, BSC INFORMATION SHEET 401



PART A – SPECIFICATIONS

General Requirements – 01 00 00

Drawings and specifications are intended to provide the basis for a completely finished project suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of this work shall be included. A general description of the project is as follows:

The work includes but is not limited to; a new three story home over slab on grade concrete foundation at the garage and a full basement foundation at the entry (east side). High performance windows and doors and durable materials and finishes are proposed. Walls and roofs will be super insulated.

The Architect encourages at all times the suggestions of the Contractor for modification and changes in the specifications, details, materials and or methods when such changes are warranted and /or as required to meet owners budget. However, any and all such changes including any discrepancies in the contract documents shall be discussed and authorized by Owner and Architect before implementation. Such work shall be done in accordance with the Architect's instructions. Contractor shall be responsible for all costs relating to failure to comply with this requirement.

Prior to submitting his estimate the Contractor shall examine the site and become familiar with all conditions pertaining to the work, and to have verified the drawings.

Prior to ordering material, or performing work, the Contractor shall verify all measurements and be responsible for the correctness of same. Any discrepancies found between actual dimensions and measurements indicated on the drawings shall be reviewed with the owner and Architect before proceeding with the work.

All work shall be installed to conform with 2009 Maine Uniform Building and Energy Code and all other applicable Codes, Ordinances and regulations. The Contractor shall be responsible for scheduling, coordinating, obtaining and paying for all permits, sign-offs, approvals, and the Certificate of Occupancy.

The Contractor shall coordinate schedule of all work with Diane Milliken at Horizon Residential Energy Services (207) 221-3221, as required to coordinate inspections thru-out construction for Energy Star Certification.

The Contractor shall provide manufacturer's product literature and maintenance data for materials necessary for proper operation by Owner. Provide samples for items exposed to view when requested by Architect and as identified in Construction Documents. Provide specific shop drawings, mock-ups, extra stock, certifications, warranties, and other submittals specified in Construction Documents.

The Contractor shall provide a full one-year warranty for all work of this Contract, a two-year labor warranty for the roof installation, and a minimum ten-year product warranty for the roofing materials.

Whenever possible, use locally made/manufactured, environmentally friendly (green), low VOC materials and finishes. Products that perform well and have high-recycled content or other sustainable qualities should be given first consideration.

It is the Owner's intent to start construction as soon as possible. The Contractor shall submit during pricing an estimated schedule for completion of work.

Allowances / Alternates – 01 20 00

Allowance #1: Provide \$800 for custom steel standoffs at top and bottom of wood column at covered entry, adjacent to Entry 101.

Alternate #1: (Deduct) Delete peel and stick vapor permeable water and air barrier (Blueskin VP100 by Henry Company) and wall sheathing. Replace with integral air barrier and sheathing by ZIP system at exterior walls, and provide ZIP system tape for all edges, seams, intersections and at all window and door head, jamb and sill.

Alternate #2: (Deduct) Delete peel and stick vapor permeable water and air barrier (Blueskin VP100 by Henry Company). Replace with monolytic UV resistant weather resistant barrier (Majvest by Siga or approved equal) over wall sheathing. Install per manufacturer's installation instructions and refer to architectural drawings. Provide Siga WIGLUV vapor permeable flashing tape for all edges, seams, intersections and at all window and door head, jamb and sill.

Alternate #3: (Add) Delete rolled asphalt type roofing by Soprema or equal. Provide EPDM membrane roofing by Carlisle or equal. Follow manufacturers written instructions and recommendations for installation.

Selective Site and Building Demolition – 02 40 00

Demolish and remove existing trees, miscellaneous vegetation, retaining walls and existing pavement as required for new work, coordinate full scope with owner.

Except for items or materials indicated to be reused, salvaged, reinstalled, donated or otherwise indicated to remain, demolished materials shall become the Contractor's property and shall be removed from the site.

Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

Cast-In-Place Concrete – 03 30 00

Note: Reference the Construction Drawings for additional information.

Concrete footings, foundation walls, and slabs shall be installed in accordance with specifications and requirements listed on structural drawings. Provide smooth finish for exposed form surfaces and tops of same that are not an integral part of the adjacent floor surface.

Contact Architect after placement of footings, before setting final heights of foundation walls and finish floor heights, to verify actual grades and heights. Maintain minimum frost depths for bottom of footing, as required by code.

Provide openings in formwork to accommodate the work of other trades. Accurately place and secure support items built into forms. Position, support, and secure reinforcement against displacement. Locate and support with metal anchors, runners, bolsters, spacers and hangers as required. Set wire ties so ends are directed into concrete, not toward exposed concrete.

Provide control joints in concrete slab on grade as required to adequately control cracking in surface. Control joints shall be aligned with interior walls where possible and coordinated in field with Architect, see Construction Drawings for additional direction.

Stained and polished concrete floors – Provide 1 ½" stained and polished concrete floor/topping slab at first floor spaces (does not include garage). Aggregate to be 3/8" maximum, Coordinate curing and finishing requirements with Decorative concrete Sub-contractor. Color to be as determined by Owner and Architect during construction. Floors shall be protected immediately following placement of final finish. Verify that concrete substrate conditions are acceptable for product installation in accordance with manufacturer's instructions prior to installation of concrete finishing materials. Ensure surfaces are clean and free of dirt and other foreign matter harmful to performance of concrete finishing materials.

Sequence of Polishing:

1. Perform metal bond grinding steps before partition studs are erected.
2. Perform resin bond polishing steps before partition studs are erected.

Floor Surface Polishing and Treatment:

1. Provide polished concrete floor treatment with consistent finish in entirety of slab indicated by drawings.
2. Apply floor finish prior to installation of fixtures and accessories.
3. Diamond polish concrete floor surfaces with planetary grinding machine. Sequence with course to fine grit.
 - A. Comply with manufacturer's recommended polishing grits for each sequence to achieve desired finish level.
 - B. Expose aggregate in concrete surface as determined and approved by Owner and Architect.
 - C. All concrete surfaces shall be as uniform in appearance as possible with no visible scratches anywhere in surface.
4. Grind and polish edges to a maximum of 1/8" of walls to match field area of floor.
5. Edge into corners with a maximum size of 5" diameter grinding & polishing discs.
6. Apply silicate densifier/hardener per manufacturer's specifications.
7. Remove defects and re-polish defective areas.
8. Finish edges of floor finish adjoining other materials in a clean and sharp manner

Concrete Sealer:

1. No topical sealer allowed.
2. The appearance of any streaking or swirling from the use of topical sealing products will not be accepted. Identification of such issues will require the surface be ground off and re-polished.

Dyed and Polished Concrete:

1. Locate demarcation line between dyed surfaces and other finishes.
2. Apply dye per manufacturer's specifications

Immediately following polishing floor must be covered with vapor barrier and impact protection to protect against any spills, flooding, impact, metal, or any other potentially damaging occurrence. Verify that vapor barrier is nonreactive to the chemical processes involved in the finishing of the concrete. Floor must be kept dry once polishing is complete. It is extremely important that you do not tape the floor! When covering the floor, overlap sheets.

Submit samples of color and finish for stained and polished concrete for review by the Owner & Architect before ordering.

Structural Metal Framing / Metal Fabrications – 05 10 00

Note: Reference the Construction/Structural Drawings for additional information.

Provide structural steel as shown on the structural drawings. All design, fabrication, welding and erection of structural metal shall be in accordance with specifications and requirements listed on structural drawings.

Provide 1 1/2" x 1 1/2" tube steel support post at typical interior stair guardrail. space minimum 36" and frame flush with wood framing.

Exterior deck and stair railings: Provide 1/2" x 2 1/2" x 2 1/2" steel angle stock vertical railing supports (post) at corners, 1/2" x 2 1/2" steel bar stock vertical railing supports (post) at center span & adjacent to walls (space not more than 42" on center), and 1/2" x 2 1/2" steel bar stock handrail at guardrail system at all exterior deck and stair railings. Anchor to wood framing with steel angles and fasteners. Steel bar stock handrails shall be welded to vertical steel post (provide continuous weld on both sides of steel). All steel shall be galvanized and powder coated (color to be chosen by Owner and Architect during construction). Provide stainless steel cable railing system with quick connect hardware or approved equal. Install cable horizontally between steel vertical posts and space cable maximum 3 1/2" on center. Include all required terminals (anchors), turnbuckles and fasteners.

Provide custom steel standoffs at top and bottom of wood column at exterior covered entry, adjacent to Entry 101. See allowance #1.

Submit manufacturer's shop drawings for all custom metal fabrications for review by the Owner & Architect before ordering.

**Rough Carpentry – 06 10 00**

Provide rough framing (floor joists, roof rafters and wall framing) according to structural framing plans and drawings as indicated.

Provide 2 x 4 and 2 x 6 wood frame interior partitions @ 16" on center. Provide wood frame exterior walls per drawings. Frame all corners and intersecting walls to provide maximum insulation coverage. Verify framing requirements with structural drawings.

Provide wood blocking throughout house as required for millwork, cabinetry and toilet accessories in all bathrooms and as required per structural drawings. Review all locations with owner/architect before installing drywall.

Provide Parallam (PSL), microlam or versalam (LVL) and TJI built-up headers, beams and rafters as noted on the structural framing plans and details.

Provide 2x non-toxic MICROPRO treated wood framing/lumber, by Osmose or approved equal, for all lumber that is called out as Pressure treated and exposed to the elements. Provide size and locations as shown on drawings. THIS LUMBER SHALL BE USED IN LIEU OF TRADITIONAL PRESSURE TREATED LUMBER.

Provide 2x wolmanized pressure treated wood framing, ACQ (Alkaline Copper Quaternary) treated. For lumber that is called out as Pressure treated but that is not exposed to the elements and isolated from concrete with a capillary break the wood species Tamarak should be used.

Contact information for Tamarak:

Days Lumber

19 Post Rd.

Freeport, Maine 04032

207-869-5055

www.dayshardwood.com

Sheathing - Provide 1/2" Advantech OSB wall sheathing at all exterior walls, 5/8" Advantech OSB tongue and groove roof sheathing at all roofs, and 3/4" tongue and groove sub-flooring (glued) at all floors, unless noted otherwise on drawings. Sheathing and sub-flooring shall be plywood or OSB as required to meet Structural Drawings.

Wood Decking - Provide pre-grooved wood decking with concealed fasteners, at back stair/deck and Terrace 305, at standard random lengths complying with applicable grading rules. Provide matching boards at face of wood deck/porch and at wood treads and risers at stairs. Provide pricing for the following options:

- 1x4, Clear Heartwood, Premium Grade IPE boards (BATU, Canberra, Garapa, Cumaru or approved equal) with transparent finish. All IPE boards shall be free from sound, unsound and milling defects on all four faces and all four edges. All tropical hardwoods shall be sustainably harvested and certified by FSC or SFI.
- 1x6 fused bamboo decking, model dasso.XTR by dasso, smooth surface face up. Seal and finish per manufacturer's written recommendations. Contact dasso for additional information and local dealer (1-855-774-0002, www.dassoXTR.com).

Wood Column - Provide solid 7" diameter douglas fir column at covered entry and Terrace 305, as shown on the plans. See allowance #1 for custom steel standoffs at top and bottom of wood column at covered entry only.

Finish Carpentry – 06 20 00

Exterior door and window trim: See Flashing & Sheet Metal, Section 07 60 00.

Exterior Soffits & Ceilings: Match siding type "B".

Interior Finish Carpentry - Provide Eastern White Pine boards or clear select poplar wood boards with solid painted finish (See Painting, Section 09900) at Interior and/or as described below and as shown on the drawings. All standing and running trim shall be Premium grade as defined by AWI Architectural Woodwork Standards.

- Interior door casings – 5/4 x 3 (1" x 2 1/2" nominally), one piece, flat. Refer to drawings for size and configuration.
- Base moldings – 1 x 4 (1" x 2 1/2" nominally), one piece, flat with 45 degree bevel at top. Refer to drawings for size and configuration.
- Window Sill – 5/4, single piece. Refer to drawings for size.
- **NOTE:** Provide painted drywall returns at all exterior window and door openings (head and jamb only), see Gypsum Board – 09 29 00 for additional information.

Interior Wood Ceiling - Provide 1x4 tongue and groove vertical grain white oak boards with micro bevel on wood Ceiling at Kitchen 300. Provide #1 select grade, clear Heartwood, with transparent finish. All white oak lumber shall be free from sound, unsound and milling defects on all four faces and all four edges.

Stair ST1: Provide stair, handrail and guardrail per the following. Treads and risers shall be solid wood to match wood flooring thru-out and installed with zero nosing/overhang. Guardrail shall be 3" thick typical and finished to provide smooth uniform finish, see Construction Drawings for additional information and detailing. Handrail shall be 1 1/2" diameter, finish or No. 1 white oak, fastened to wall with stainless steel wall brackets by Linnea or approved equal.

Interior Architectural Woodwork – 06 40 00

NOTE: All cabinetry and countertops shown in Master Bathroom 207, Guest Bathroom 208, Kitchen 300 and Powder room 305 is shown for coordination purposes only. Cabinetry shall be purchased and provided by owner/owners representative and installed by general contractor. GC shall coordinate blocking in wall and schedule of cabinetry with adjacent work.

NOTE: All cabinetry/built-in woodwork in Cedar Closet 204, Walk-in Closet 206, Linen Closet adjacent to Guest Bathroom 208, Closet 210, Pantry 301 and Closet 304 is excluded from these drawings and shall be provided by owner/owners representative and installed by general contractor. GC shall coordinate blocking in wall and schedule of cabinetry/millwork with adjacent work.

All grading for Interior Architectural Woodwork provided by General Contractor shall follow AWI Architectural Woodwork Standards. All wood cabinetry shall be Premium Grade.

Provide 14" deep shelf with closet rod below at closet 104. Shelf shall be maple veneer on 3/4" plywood with 1 x 2 solid maple nosing. Closet rods to be 1-1/4" diameter chrome rods with chrome escutcheons on either end. Provide blocking in wall as required.

Laundry 203 – Provide plastic laminate countertop and backsplash on 3/4" plywood. Countertop shall have 1x2 (3/4" x 1 1/2") solid hardwood maple edge with painted finish. Plastic laminate to be chosen by Owner/Architect during construction.

Laundry 203 - Provide custom millwork, cabinetry and shelving per the following:

- Provide plastic laminate countertop and backsplash on 3/4" plywood. Countertop shall have 1x2 (3/4" x 1 1/2") solid hardwood maple edge with painted finish. Plastic laminate to be chosen by Owner/Architect during construction.
- Provide wall hung cabinet with full overlay doors and flush panels (no recess panel), over washer and dryer as shown on the Construction Drawings. All exposed faces shall have plastic laminate over plywood, interior faces shall be white melamine. Plastic laminate to be chosen by Owner/Architect during construction. Owner to choose handles during construction.

Submit manufacturer's shop drawings for all custom cabinetry for review by the Owner & Architect before ordering.

Dampproofing & Waterproofing – 07 10 00

Provide cold-applied asphalt dampproofing at exterior face of lower level foundation walls, as manufactured by Karnak, Celotex, or approved equal. Install in strict conformance with manufacturer's specifications.

Provide drainage and backfill protection sheeting, Delta-MS or approved equal. Install per manufacturer's instructions.

Provide bituminous peel and stick (or approved equal) capillary break across entire top of concrete foundation wall. Coordinate with below grade vapor retarder; see building sections and details for additional information.

Thermal Protection – 07 20 00

Sub Slab Insulation: Provide rigid EPS insulation under new floor slabs. Provide 2 layers of 2" rigid with seams staggered, taped and sealed, under new slab. Provide rigid expanded polystyrene (EPS) insulation installed on inside face of frost walls and under concrete slabs per Construction Drawings. Provide GreenGuard Type IV 25PSI Insulation Board on inside face of foundation walls and GreenGuard Type VI 40PSI Insulation Board under concrete slabs. Provide 2 layers of 2" rigid with seams staggered, taped and sealed, under slab on grade at Storage 001. Provide 1 layer of 2" rigid with seams staggered, taped and sealed, under slab at garage.

Below Grade Walls: Provide mineral wool rigid drainboard on the exterior as shown in drawings. Provide 3 1/2" Flanged Furring Channels by EcoStud or approved equal to accommodate 3 1/2" of expanded poly styrene rigid insulation. Install per manufacturer's instructions.

Exterior Wall and Roof Insulation: Provide dense packed cellulose insulation as shown in the architectural drawings at a density of 3.5 lb/ft.³. Insulation to be NUWOOL cellulose Insulation, CEL-PAK cellulose Insulation, or approved equal. Frame corners and intersecting walls to provide maximum insulation coverage.

Interior Wall Acoustic Insulation: Provide minimum 3 1/2" of dense packed cellulose or approved equal (such as formaldehyde free fiberglass or mineral wool Batt) at interior walls and floors of all bathrooms and bedrooms.

Provide Closed Cell spray-foam insulation within floor and ceiling assembly around any and all voids between framing members and door and window rough openings. See sections and details for additional information and locations.

Vapor Retarders – 07 26 00

Provide minimum 10 mil thick Stego Wrap below grade vapor retarder, Griffolyn Type-65 or approved equal, under concrete slabs on grade.

Vapor retarder system shall be installed continuous under all slabs in strict accordance with the manufacturer's printed instructions. Wrap vapor retarder up vertical face of concrete wall and extend over top of concrete wall, to outside face and seal for capillary break, refer to Construction Drawings for additional information. Tape all seams as recommended by manufacturer.

Use airtight drywall approach for above grade vapor retarder / air barrier. See Part B – Supplemental Installation Techniques / Instructions for BSC Information sheet 401 with instructions on how to seal perimeter of drywall assembly.

Air Barriers – 07 27 00

Provide peel and stick vapor permeable water and air barrier (WRB – water resistant barrier), Blueskin VP100 by Henry Company, fully adhered over wall sheathing and Blueskin® Rf200 Self-Adhesive Ice And Water Barrier, fully adhered over roof sheathing. Install in accordance with manufacturer's instructions and recommendations. See section 07 90 00 for Joint Sealants / Tape Flashing to be used at windows, doors and sills.

See Allowances / Alternates, Section 01 20 00 for alternate air barrier solutions.

Siding – 07 46 00

Siding Type “A” – Standing seam metal siding installed vertically. 12” width panels, typical. Color to be metallic silver by ATAS or approved equal. See exterior building elevations on sheet A201 & A202 for additional information and layout.

Siding Type “B” – Nichiha Architectural wall panels, Vintagewood, color Cedar. See exterior building elevations on sheet A201 & A202 for additional information and layout.

Siding Type “C” – Petrarch Exterior Architectural Wall Panels by CEP Panels, Inc. Color to be Graphite 003, finish to be Riven Slate. See exterior building elevations on sheet A201 & A202 for additional information and layout.

Submit manufacturer’s product color samples and product literature for all siding options for review and approval by the Owner & Architect before ordering.

Membrane Roofing – 07 50 00

Provide rolled asphalt type roofing by Soprema or equal, over low-pitched roof. Follow manufacturers written instructions and recommendations. Lap roofing over metal drip edge at fascia, typical, per manufacturer’s Instructions. The system would consist of the following components from the deck to the top (finish) surface:

- primer
- Colvent 820 (venting base sheet-allows for movement of wood deck)
- primer
- Self-adhering Cap sheet -Sopralene Stick HR GR (Color to be GREY)

Provide EPDM membrane roofing by Carlisle or equal, at Terrace 305 flooring. Install additional layer of EPDM roofing strips under sleepers for additional puncture resistance. Follow manufacturers written instructions and recommendations for installation.

Flashing & Sheet Metal – 07 60 00

Provide 24 gauge steel drip edge at roof edges as shown on building sections and details. Color to be zinc by Peterson Aluminum (PAC-CLAD) or approved equal.

Provide 24 gauge steel flashing profiles at window head, jamb and sill at windows adjacent to metal siding. Intent is to match metal siding type “A” color.

Provide 24 gauge steel sheet flashing @ all intersections with vertical walls (intersection of low roofs with exterior wall of house). Maximum 2” exposure below siding allowed. Match adjacent siding material color (i.e. window color or wall color).

Provide vent pipe flashing with standard flexible plastic devices to provide tight fit over pipe and positive drainage of water over roofing. Color to match roofing.

Joint Sealant / Tape Flashing – 07 90 00

Sill Gasket: Provide gasketing and capillary break (Sill Seal) at all sill plates. Protecto wrap sill seal guard or approved equal.

Sealing Tapes: Provide SIGA Sicrall vapor impermeable sealant tape (on interiors) and Siga WIGLUV permeable window flashing tape at all windows and doors (on exteriors). Refer to drawings for sizes and applications. Provide black color where indicated on drawings and/or where the tape may be visible. Provide flashing tape sill pan, SIGA WIGLUV 230 permeable window flashing tape; Turn up behind window and door to form end dams.

Construction adhesive: Provide Pur Stick from PurFill or approved equal

Expanding foam sealer: Provide Purfill 1G or approved equal

Doors and Frames – 08 10 00

All exterior doors and associated screens and hardware shall be supplied by window manufacturer (Kohltech Window & Entrance Systems) unless noted otherwise below and in the Construction Drawings. Coordinate requirements with window and door manufacturer (See Window and Door Schedule on A201 and Window Section 08 50 00 below for additional information).

Door 101A: Provide Kohltech Traditional Series Entrance Systems, door style F101 (flush door) with matching sidelight style S100. Interior and exterior colors to match typical window colors.

Door 102B: Provide Kohltech Traditional Series Entrance Systems, door style F101 (flush door). Interior and exterior colors to match typical window colors.

Door 302: Provide Kohltech full light door, see window and door schedule on A201. Interior and exterior colors to match typical window colors.

Door 101C & 102C: Provide 1-3/4" insulated, fire rated door with flush panel, model SE100 fire door by Therma-Tru or approved equal. Provide paint finish, color to be chosen by Owner during construction.

Doors 102A: Provide insulated metal overhead sectional garage door as indicated on drawings (1 total). Provide heavy-duty garage door opener and all required hardware. Exterior paint color to match siding type "C".

Typical Interior Door - Provide 1-3/8" solid core door, Model HAMEL, West End Collection, by Masonite Interior Doors. Provide primed white, ready to paint. Provide molded panel, Safe 'n Sound Emerald Solid Core Door.

Submit manufacturer's shop drawings for review by the Architect before ordering doors.

Windows – 08 50 00

Provide high performance vinyl windows and doors by Kohltech Windows & Entrance Systems. Submit manufacturer's shop drawings for review by the Architect before ordering windows and doors. Providing pricing based on the following specifications:

- Supplier - Maine Green Building Supply, 111 Fox Street, Portland, ME 04101
Contact Information: Jason Peacock, Jason@mainegreenbuilding.com, 207.780.1500
- Glazing: Energias Plus, triple glazed low E insulated (tempered as noted on window schedule and as required by code)
- U Value (Glazing) / SHGC (glazing - solar heat gain coefficient): U.16 / SHGC.52 + U.18 / SHGC.39
- Screens: fixed screens for all operable windows.
- Interior Color: White
- Exterior Color: Bronze
- Brick Molds: 7/8" brick mold with j-trim and sub-sill.

All exterior doors and associated screens and hardware shall be supplied by window manufacturer unless noted otherwise above (Doors and Frames – 08 10 00) and in the Construction Drawings. Coordinate requirements with window and door manufacturer (See Window and Door Schedule on A601 and comments below for additional information).

**Door Hardware – 08 71 00**

Provide finish hardware for all doors. All hardware to be satin nickel unless noted otherwise. Install all doors in strict conformance with manufacturer's recommendations.

Note: Verify all keying requirements with owner before installation of all locksets.

Provide non-locking (passage), privacy lock, keyed lock and non-turning (dummy) hardware sets by Schlage. Provide decorative Century style rose and Latitude lever. Finish shall be satin nickel. See hardware sets below for type.

Provide the following hardware sets:

- H1 – Lockset for exterior swing door 101A, 102B and 302 (by window manufacturer)
Door Stop: Sugatsune door stop DSD-02/L, Stainless Steel, 1 per door, floor mount
- H2 – Lockset for Door 101C and 102C
Keyed lock: 1 pair, Model # F51 LAT 619 CEN
Hinge: Hager 700, 4 ½ x 4 ½, 3-knuckle, full mortise, flat button tips & matching plug, 1 ½ pair
Door Stop: Sugatsune door stop DSD-02/L, Stainless Steel, 1 per door, floor mount
- H3 – Passage Set for Door 101B, 103, 202A and 306A
Non-locking (passage): 1 pair, Model # F10 LAT 619 CEN
Hinge: Hager 700, 3 ½ x 3 ½, 3-knuckle, full mortise, flat button tips & matching plug, 1 ½ pair
Door Stop: Sugatsune door stop DSD-02/L, Stainless Steel, 1 per door, floor mount
- H4 – Privacy Set
Privacy lock: 1 pair, Model # F40 LAT 619 CEN
Hinge: Hager 700, 3 ½ x 3 ½, 3-knuckle, full mortise, flat button tips & matching plug, 1 ½ pair
Door Stop: Sugatsune door stop DSD-02/L, Stainless Steel, 1 per door, floor mount
- H5 – Closet Set (Dummy) for Door 208B, 210 and 300
Non-turning (dummy): 1 pair, Model # F170 LAT 619 CEN
Ball Catch with Strike: Emtek 8802, 1 per door (or equal)
Hinge: Hager 700, 3 ½ x 3 ½, 3-knuckle, full mortise, flat button tips & matching plug, 1 ½ pair
Door Stop: Sugatsune door stop DSD-02/L, Stainless Steel, 1 per door, floor mount
- H6 – Bypass Door Set for Door 104
Flush Pull: Emtek, Rectangular Flush Pull, 2201, one side
Sliding door fittings and Track: TBD, 1 set
- H7 – Pocket Door Passage Set (for typical interior door unless noted otherwise)
Flush Pull: Emtek, Rectangular Flush Pull, 2201, both sides
Edge Pull: Emtek, Edge Pull, 2221, 1 per door
Sliding door fittings and Track: Hafele Hawa Junior 80/B 940.80.002, 1 set
Upper track: Hafele 407.56.886, clear anodized aluminum
Guide rail: Hafele 940.41.130, black plastic, 1 each door
Cover Cap: Hafele 940.80.020, 1 each
- H8 – Pocket Door Privacy Set for Door 206A, 207 and 305
Pocket Door Lock: Linnea, PL160S-PR, Rectangular Pocket Door Lock
Edge Pull: Emtek, Edge Pull, 2221, 1 per door
Sliding door fittings and Track: Hafele Hawa Junior 80/B 940.80.002, 1 set
Upper track: Hafele 407.56.886, clear anodized aluminum
Guide rail: Hafele 940.41.130, black plastic, 1 each door
Cover Cap: Hafele 940.80.020, 1 each
- H9 – Barn Door Set for Door 306B
Flush Pull: Emtek, Rectangular Flush Pull, 2201, two sides
Sliding door fittings and Track: TBD, 1 set

Gypsum Board – 09 29 00

Provide 5/8" gypsum drywall (ASTM C 36) at interior walls, partitions, and ceilings, as called for on the drawings. Intent is for all interior walls and ceilings to be painted gypsum board unless noted otherwise in this Project Manual or on the drawings.

Provide 5/8" Type X gypsum drywall at garage ceiling and walls as required for fire rating between garage and house. Tape all seams and fire caulk all penetrations.

Provide gypsum drywall accessory materials of type and grade recommended by the manufacturer of the gypsum drywall panels as required by conditions. Provide screw type as recommended by panel manufacturer.

Apply joint tape and joint compound at joints, both directions, between gypsum boards. Apply compound at accessory flanges, penetrations, fastener heads and surface defects. Except as otherwise specified, apply compound in 2 or 3 coats (plus pre-filling of cracks where recommended by manufacturer); sand or sponge after last coat as recommended by manufacturer.

Provide 5/8" water resistant gypsum drywall (ASTM C 630) at bathrooms. Gypsum cement based products are not acceptable.

Provide 5/8" glass mesh mortar backer board (wonderboard) at shower and steam room walls.

Provide only stainless steel or high tensile strength aluminum fasteners.

Provide 6-mil polyethylene film waterproofing membrane behind wonderboard. Seal at all laps.

Treat joints and fastener heads in water-resistant face and cementitious tile backer boards using water resistant joint compound to comply with panel and water resistant joint compound manufacturer's directions. Use products by U.S. Gypsum, or equal. Tape, finish, and sand in strict conformance with manufacturer's specifications.

Provide Level 3 finish where drywall would normally be concealed from view in the finished work and surfaces to receive mechanically secured or adhesive applied finishes. Tape at joints and interior angles embedded in joint compound; pre-fill of cracks if recommended by compound manufacturer; two layers of joint compound applied over tape, fastener heads and accessories, sanded or sponged as required after final two coats; surface free of excess joint compound, tool marks and ridges.

Provide Level 4 finish where all gypsum drywall is exposed to view and to receive paint or similar finishes. Tape at joint and interior angles embedded in joint compound; pre-fill of cracks if recommended by compound manufacturer; three separate layers of joint compound applied over tape, fastener heads and accessories, sanded or sponged as required after final two coats; surface free of excess joint compound, tool marks and ridges.

Provide gypsum drywall returns at head and jambs at all exterior windows and doors, unless noted otherwise.

Provide manufacturer's standard metal trim accessories, beaded type with face flanges for concealment in joint compound. Utilize corner beads at external corners. Utilize edge trim where edge of gypsum board would otherwise be exposed or semi-exposed; L-type for tight abutment at edges, otherwise U-type except special kerf-type where kerf is provided in adjoining work.

Floor and Wall Tile – 09 30 00

Includes ceramic tile, porcelain tile and stone tile. Provide only mildew-resistant silicone material.

Note: Contractor to include allowance to cover cost of installation of all wall and floor tiles throughout. Contractor shall coordinate location and quantity with floor plans, interior elevations, finish schedule and owner. Owner to choose, purchase and deliver all wall and floor tile during construction.

Provide all leveling and setting materials, adhesive, grouting materials and sealers including, but not limited to the following:

- A. Cement mortar and grout: ANSI A108.1
- B. Dry-set mortar: ANSI A118.1
- C. Latex-Portland cement mortar: ANSI A118.4
- D. Organic tile adhesive: ANSI A 136.1; Type I water-resistant only.
- E. Epoxy mortar: ANSI A118.3, TCA formula AAR-II
- F. Latex grout: Factory blend of portland cement and latex additives.
- G. Single-component sealants: ASTM C 920, Type S, Grade NS (NT for use in joints in non-traffic areas).

Provide installation and clean-up tile in accordance with applicable ANSI standards and manufacturer's Instructions. Install in conformance with TCA's "Handbook for Ceramic Tile Installation", latest edition.

Wood Flooring – 09 64 00

Provide $\frac{3}{4}$ " x 2 $\frac{1}{4}$ " T&G wood flooring, end matched, with manufacturer's standard channeling on back face of each strip. See architectural drawings and finish schedule for extent. Owner to choose wood type and finish during construction (Provide allowance based on white oak).

Provide standard random lengths complying with applicable grading rules. Do not proceed with installation until spaces have been enclosed and are at the approximate humidity condition planned for occupancy. Condition wood for a minimum of five (5) days prior to start of installation. At time of delivery, limit average moisture content of wood flooring to 10%, with 12% maximum for any piece. At time of installation, all flooring must be between 8 and 12% moisture content. Adhere all flooring to concrete and/or plywood underlayment, in accordance with NOFMA recommendations.

Provide expansion space at walls and other obstructions and terminations of flooring, not less than $\frac{3}{8}$ " unless otherwise shown on the drawings. Lightly machine sand installed unfinished flooring to remove offsets and non-level conditions, ridges, cups, and marks which would be visible after finishing.

Provide finishing of wood floors in the field. Provide three coats clear, Vermont Natural Coatings Polywhey floor sealer and finish. Prepare finished sample 6" x 12" for review by the Owner & Architect before proceeding with staining and finishing of wood flooring. Burnish slightly, vacuum and tack between coats. Burnish final coat slightly. Protect all wood flooring and stair treads and risers as required throughout construction and until final occupancy or as otherwise directed by the Architect.

Provide wood threshold/transitions under doors as required by floor material changes.

Provide solid wood boards at interior stair treads and risers, minimum $\frac{3}{4}$ " thick. Wood species/type and finish to match flooring.

Resilient Flooring – 09 65 00

Provide linoleum floor covering, see architectural drawings and finish schedule for extent. Provide Marmoleum by Forbo Flooring Systems. Owner to choose type and color during construction.

Provide all leveling and setting materials, adhesive, grouting materials and sealers. Provide installation and clean-up in accordance with applicable ANSI standards and manufacturer's Instructions.

Painting and Coating – 09 90 00

Install all paint products in strict conformance with manufacturer's recommendations. Prep all surfaces to receive paint, stain, or clear finishes as recommended by product manufacturers.

PROJECT MANUAL – BOGG + KIEFNER RESIDENCE

100 Sheridan Street, Portland, Maine

Provide prime coat and at least two finish coats of paint, sanded between coats, to interior gypsum board wall surfaces, window and door casings and wood base moldings.

- Ceilings: flat finish.
- Walls: eggshell finish
- Trim: semi-gloss finish

Use ultra low VOC paint products by ICI, Benjamin Moore, Pratt and Lambert, or approved equal. Three interior colors may be selected.

For interior wood floors: Vermont Natural Coatings Polywhey floor sealer and finish. 1 coat sealer, 3 coats Satin finish 3500. Sand between sealer and finish coats.

Provide all exterior decking and ceilings with two coats of transparent wood preservative (transparent stain) by Sikkens or approved equal, applied as recommended by manufacturer.

Toilet, Bath and Laundry Accessories – 10 28 00

Note: Contractor to include allowance to cover cost of installation of all toilet, bath and laundry accessories throughout. Contractor shall coordinate location and quantity with floor plans, interior elevations, finish schedule and owner. Owner to choose, purchase and deliver all toilet, bath and laundry accessories during construction.

Provide anchors, bolts, and other necessary anchorages, and attach accessories securely to walls and partitions in locations as shown or directed by Owner/Architect.

Residential Appliances – 11 31 00

Note: Contractor to include allowance to cover cost of installation of all residential appliances. Contractor shall coordinate location and quantity with floor plans, interior elevations, finish schedule and owner (a partial list is included for coordination purposes below). Owner to choose, purchase and deliver all residential appliances during construction.

- Refrigerator: Kenmore Elite 25 cu. Ft. french door refrigerator 7230, model 72303, stainless steel finish.
- Range: Kenmore 4.6 cu. Ft. Electric slide-in range 4253 (4 burner), model 4253, stainless steel finish.
- Hood: Kenmore 30" chimney range hood (NON-DUCTED), 270 CFM, model 50303.
- Dishwasher: Bosch 24" 800 Series built-in dishwasher, model SHE68T55UC, stainless steel finish.

Plumbing – 22 00 00

Provide complete plumbing system as required to make the system fully operable and in full compliance with all code and other requirements. Work includes, but is not limited to, the following:

- A. Connections to existing natural gas, sanitary sewer and city water. Coordinate location under or adjacent to Sheridan Street. Conform to all requirements of authorities having jurisdiction.
- B. Hot and cold water systems.
- C. Plumbing fixtures as indicated.
- D. Plumbing connections to all fixtures.
- E. All piping, fittings, connections, accessories and incidental items necessary to complete the intended work and to assure full compliance with all code and other requirements.
- F. Radon Piping – Connect to underslab piping per Maine Model Radon Standard (2006 ASTM 1465).
- G. Floor drain in garage with oil/water separator.

**PROJECT MANUAL – BOGG + KIEFNER RESIDENCE**

100 Sheridan Street, Portland, Maine

It is not the intent of Drawings or Specifications to detail or indicate all piping, fittings, hangers, or other accessories necessary for complete installation. It is the Contractors responsibility to provide all items necessary for first class installation in full compliance with all Code and other requirements.

Provide all plumbing fixtures, sinks, faucets, shower components, etc. as required per the floor plans. Provide all connections and accessories required for installation of all fixtures. Install hook-ups and connections for all appliances, in Kitchen and Laundry/Utility.

Provide soil and waste pipe Schedule 40 PVC. (Provide price for schedule 40 ABS plumbing as an alternative.) Note: Provide only dark grey or black for vent pipes above rooflines.

Provide Type K Domestic water piping (or approved PEX distribution) for all buried piping, installed with no buried joints.

Provide gas piping conforming to most stringent applicable AGA and Code requirements.

Provide clean-outs for all soil and waste piping with convenient access.

Provide all necessary valves, etc. as required by Code and specifications. No fittings shall be buried.

All tubing and piping shall be pressure tested before, during and after the concrete pour.

Provide pipe hangers and supports designed for purpose and of type and capacity required for particular location.

Provide sleeves for all piping penetrating concrete.

Provide two exterior hose bibs with cold weather valves located inside garage (see floor plan for location) and one additional hose bib to be located by Owner in field.

Provide hard drawn Type L Domestic water piping or approved PEX distribution for locations not buried.

Provide shut off valves for hot and cold water supplies to each fixture.

Provide chrome-plated valves, drains, piping, and escutcheon plates, for water closets and within vanities and cabinets where applicable.

Provide traps for all fixtures as required by code. Trap each fixture separately, keeping all trap screws below waterline. Vent each trap.

Pex tubing may be used in lieu of copper piping were allowed by code.

Provide Dow Styrofoam SM, 2 inches thick, minimum for all vertically oriented below grade insulation.

Provide single –throw supply valve type hose connection for clothes washing machine, to control hot and cold water simultaneously.

Provide passive radon reduction system underslab at garage and basement. Provide single vent to roof. Coordinate location of vertical vent pipe with interior wall layout. Radon pipe size and location shall be installed per 2009 Maine Uniform Building and Energy Code.

Install drain pan for all water storage tanks /electric hot water heater.

Install floor drain centered in garage as shown on the floor plans. Floor drain shall be connected to oil / water separator as required by code and connected to city sewer.

**Residential Plumbing Fixtures – 22 41 00**

Purchase and Install the following Fixtures (Provide all accessories and components required for a complete installation):

- Kitchen Sink: Kraus KBU22 32 ¼" undermount 50/50 double bowl 16 gauge stainless steel kitchen sink.
- Kitchen Sink Faucet: Moen S7597C Chrome pullout spray high-arc kitchen faucet, 90 degree collection. Provide Low flow kit.
- Toilet: Toto CST405MF#01 Cotton Rowan 1.0 AND 1.6 GPF two piece round toilet, provide matching softclose seat.
- Bathroom Sink: American Standard 0426.000.020 white studio 13 ½" undermount porcelain bathroom sink.
- Bathroom Faucet: Grohe 32138001 Starlight chrome Concetto bathroom faucet with swivel spout and silkmove ceramic disc cartridge (includes drain assembly). Provide Low flow kit.
- Master Bathroom Shower: Grohe GR-PB010SC Starlight Chrome Concetto pressure balanced shower trim with multi-function showerhead with slide bar, hose, soap dish and lever handle.
- Guest Bathroom Shower: Grohe 35009001 Starlight Chrome Concetto pressure balanced tub and shower with valve trim diverter, tub spout, showerhead, shower arm & flange – less valve.
- Tub: Sterling 71121120-47 Almond Ensemble 60" x 32" soaking bath – left hand drain. Color to be white.

G.C. shall provide full product literature for owner review and sign-off prior to purchasing plumbing fixtures.

Heating System and Equipment – 23 50 00

Work includes, but is not limited to, the following:

- A. Heating and cooling systems
- B. Thermostats and low voltage control wiring.
- C. Electric towel bars.
- D. Bathroom ventilation fans and ductwork.
- E. Dryer vent system.
- F. ERV (Energy Recovery Ventilation) system
- G. Hot Water Heater

Refer to attached document (100 SHERIDAN STREET HVAC RECOMMENDATIONS MEMO) for complete heating and cooling systems, hot water system and ventilation systems (ERV-Energy Recovery Ventilation). All systems shall be fully operable, and in full compliance with all code and other requirements, to serve new house. Final design and installation of heating system will be by HVAC sub-Contractor. Contractor to submit specifications and heat loss calculations for proposed mechanical equipment and system with bid proposal, for review by the Owner, Architect and Mechanical Engineer. Installation to meet or exceed industry standards.

Provide dryer vent system exhausted directly to outdoors.

Provide American Aldes, Cape Backdraft Dampers at each exhaust duct.

Provide Bathroom ventilation fans by Panasonic (or approved equal) and ductwork in full compliance with ASHRAE STD 62.2.

It is not the intent of Drawings or Specifications to detail or indicate all controls, ducting, piping, wiring, fittings, hangers or other accessories necessary for complete installation. It is Contractor's responsibility to provide all items necessary for first class installation in full compliance with all Code and other requirements.



Electrical / Communication – 26 00 00

Entire electrical scope shall be priced as part of this work. General Contractor shall coordinate schedule of this work with other trades.

Install interior and exterior light fixtures as selected by owner and referenced in the following section (Lighting 26 50 00), coordinate quantity and locations with owner. All light fixtures to be supplied by owner and installed by electrical contractor.

Provide all feeders, meter boxes, isolated panel boards, branch circuit wiring, switches, receptacles, outlet boxes, plates, conduits, wire and accessories.

Provide and install devices and fixtures selected by owner. Coordinate quantity and locations with owner.

Provide direct-wired connections for all appliances.

Provide hook-ups and installation for the following and additional items as indicated on the drawings and by owner: Refer to following section for additional information.

- A. Range
- B. Refrigerator
- C. Dishwasher
- D. Vent Hood for range

Provide and install wiring, boxes, jacks and accessories for the following and additional items as indicated on the drawings and by owner:

- A. Cable TV
- B. Telephones
- C. Structured cabling
- D. Security system control panels by Owner.

Provide hard-wired smoke detectors and carbon monoxide detectors per code connected to alarm system.

Provide outlet boxes in plastic and seal as required to meet airtight drywall approach (see attached memo: AIR BARRIERS–AIRTIGHT DRYWALL APPROACH, BSC INFORMATION SHEET 401).

Provide doorbell and / or intercom at house entry door, coordinate with owner.

Provide dimmable toggle switches, duplex receptacles, switches and combination receptacle /USB charger device as indicated on drawings. All devices shall be Decora by Leviton, color white, or approved equal.

Provide Ground Fault Interrupter Circuits (GFI), as indicated on drawings and in all locations as required by code.

Note: It is not the intent of Drawings or Specifications to detail or indicate all wiring, conduit, connections or other accessories necessary for a complete installation. It is the Contractor's responsibility to provide all items necessary for a complete first class installation in compliance with all Code and other requirements.

General Contractor shall request a meeting with Electrical Contractor, Owner and Architect to review scope of technology and wiring and location of outlets and switches, prior to installation. Electrical Contractor shall mark locations of all wall outlets, light fixtures and switches for review by Owner and Architect prior to installation.

**Lighting – 26 50 00**

Note: Contractor to include allowance to cover cost of installation of all lighting fixtures throughout. Contractor shall coordinate location and quantity with floor plans, interior elevations, finish schedule and owner. Owner to choose, purchase and deliver all lighting fixtures during construction.

Electrical contractor to coordinate downlight housings required based on location (wet listed, touching insulation [IC], etc).

Provide all lamping as required for light fixtures to be fully operational. LED light fixtures are preferred. If bulbs are required for incandescent line voltage fixtures, then LED replacement bulbs should be used.

Coordinate extent of lighting required to be dimmable with owner prior to start of electrical work.

Earthwork – 31 00 00

The Contractor shall provide all site work, ledge removal, excavation, site drainage, back-filling, erosion control, etc. as required for a complete and finished project.

All trees and shrubs within the construction area shall be removed as required.

Provide erosion and sedimentation controls as required, including hay bales, stakes, and hay mulch, erosion control matting, filter fabric, and temporary seeding as required. All soil erosion and sedimentation control will be done in accordance with Maine Erosion and Sedimentation Control Handbook: Best Management Practices, MEDEP March 2003 and as revised.

Provide temporary fencing and/or barricades as required to protect the excavated areas during construction. Protect existing trees to remain from physical damage. Unsuitable material, such as clay, shall be removed from the site and replaced with clean, sandy gravel or other suitable material.

Provide perimeter foundation drains around entire perimeter of new foundation and under-slab drains under slab on grade, using 4" diam. perforated PVC pipe, ANSI/ASTM D 2729. Slope @ min. 1/4" per foot. Cover with 6" crushed stone and filter fabric, Mirafi 140N, or equal. Backfill with clean, sandy gravel as required. Test lines before back filling to insure free flow. Remove obstructions, replace damaged components, and retest system until satisfactory. All pipe connections shall be glued.

Ledge removal shall be done on a time and material basis. Include unit cost per cubic yard to remove ledge in proposal. Ledge removal determination to be made with the Owner and Architect before starting based on Contractor's estimate and opinion of probable quantities.

Provide trenching necessary for utility connection including but not limited to storm sewer, sanitary sewer, domestic water, and sprinkler service.

Exterior Improvements – 32 00 00

NOTE: Refer to Architectural Site Plan (A100) for location and final design for new driveway and landscaping. All work outside of the building envelope, not clearly defined in the Construction Documents shall be reviewed and coordinated with the Owner and Architect prior to start of construction.

Provide rough grading; finish grading, loam and seed or ground covers (as called for on the floor plans) for entire area of site disturbed by construction operations. Reuse stockpiled loam wherever possible, provided it complies with specifications.

Do not remove any topsoil from the site. Bring in additional loam as required to achieve minimum 6" sandy loam or loam soil as defined by the USDA Soil Conservation Service, Soil Classification System, with a pH value range of 6.0 to 6.5.



Extent of lawn area: only as required to cover disturbed areas. Grass seed shall be a standard grade seed from the most recent year's crop, dry and free of mold. Mixture as follows (**coordinate seed mix and scope with owner**):

Pennlawn Creeping, Red Fescue	50%
Kentucky 31, Tall Fescue	30%
Common Perennial, Ryegrass	10%
Red Top	10%

Utilities – 33 00 00

NOTE: Connections should be made underground to town sewer, town water natural gas and electric.

PART B – SUPPLEMENTAL INSTALLATION TECHNIQUES / INSTRUCTIONS

- 100 SHERIDAN STREET HVAC RECOMMENDATIONS MEMO
- AIR BARRIERS–AIRTIGHT DRYWALL APPROACH, BSC INFORMATION SHEET 401



September 26, 2014

MEMORANDUM

From: Sonia Barrantes, APEX Engineering
To: Nancy Bogg and Mark Kiefner
Via: Harry Hepburn, Briburn Architecture

SUBJ: 100 SHERIDAN STREET HVAC RECOMMENDATIONS MEMO

1. APEX recommends that heat and domestic hot water be provided from a wall hung, condensing natural gas boiler coupled with a well-insulated indirect domestic hot water tank in the basement mechanical room.
 - a. The heating system should be a primary-secondary configuration, de-coupled via a low-loss header to prevent the boiler cycling associated with a low-energy house.
 - b. Ensure the boiler control is equipped with a domestic hot water priority option. Boiler set-point temperature should increase to the rated temperature for the indirect hot water coil during a domestic hot water call.
 - c. Make use of low temperature heating and modulate heating water temperature based on outside air reset. Recommend 160°F maximum heating water temperature at 0°F outside air temperature and below, up to 120°F heating water temperature at 60°F outside air temperature. Adjust reset schedule to higher heating water temperatures based on occupant comfort, as necessary.
 - d. Recommend using a domestic water recirculation pump to ensure hot water is readily available, due to the relatively long distance between the basement domestic hot water tank and the third story fixtures.
 - i. Control the cycling of the recirculation pump with a return line aquastat set to 110°F with a 5°F deadband (adjustable).
 - e. Recommend using a coaxial combustion air and exhaust gas vent duct for the boiler so only a single exterior penetration will be required. The boiler can be mounted on an interior wall, however it will need to be ducted through to an exterior penetration. Exhaust duct must terminate above snow level (minimum 2 feet).
 - f. *Recommended basis of design equipment:* Viessmann Vitodens 200 WB2HA-19 natural gas condensing boiler, a Viessman 120/80 low-loss header, and a 42 gallon Viessmann Vitocell-100V indirect domestic hot water tank.
2. The estimated maximum house heat load was 24,000 BTUH, per the Horizon energy model. APEX recommends installing hydronic baseboard (or other hydronic terminal units) around the perimeter of the house in accordance with room loads.
 - a. Size the terminal hydronic units (fin tube, radiant panels, etc.) based on rated output per linear foot or per terminal unit. The house averaged approximately 10 BTUH/ft². Install

September 26, 2014

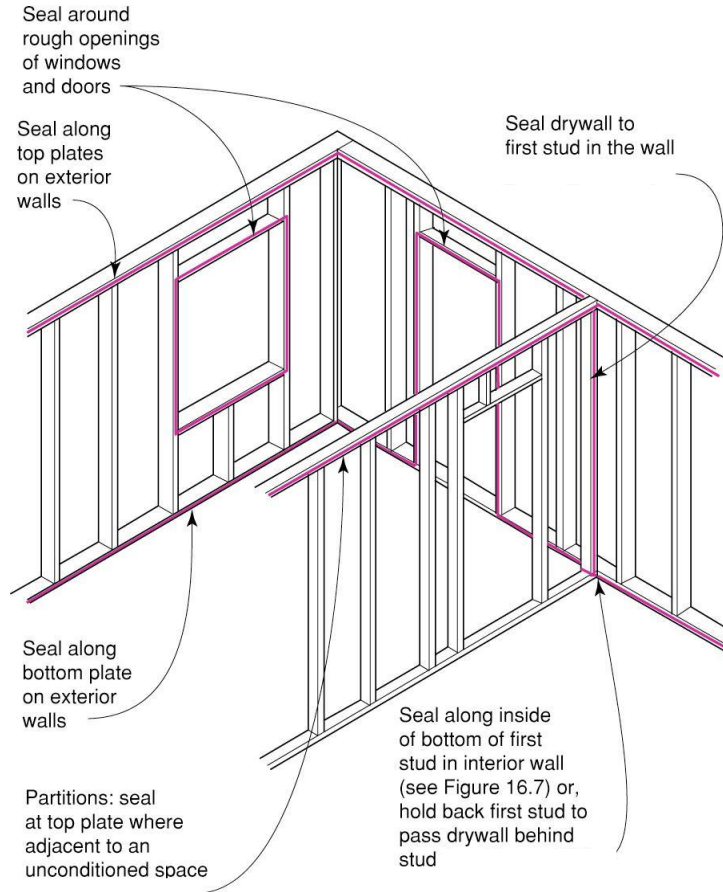
sufficient terminal units on each floor, including basement level entry to satisfy the estimated maximum heat load for each space.

- i. For example, at 300 BTUH/lineal foot of fin tube radiation at 160°F supply temperature, the house would require approximately 80 total linear feet of baseboard fin tube.
 - ii. This could come out to approximately 35 total lineal feet of active baseboard element (not including end pieces, etc. without heating elements) on each upper floor, and 10 feet on the lower entry floor.
3. APEX recommends providing ventilation air via an energy-recovery ventilator (ERV), or a heat-recovery ventilator (HRV).
- a. Per the International Residential Code 2009:
 - i. Minimum required kitchen exhaust: 100 CFM intermittent/25 CFM continuous.
 - ii. Minimum required bathroom exhaust: 50 CFM intermittent/20 CFM continuous.
 - b. Recommended E/HRV options/features:
 1. Enthalpy core (humidity control – this means an ERV instead of an HRV)
 2. Electric pre-heater for extreme temperature protection
 3. Summer bypass option (flush house with cooler outside air by bypassing the heat exchanger core)
 4. Wireless remote control
 5. Negative pressure protection
 - ii. Recommended Supply Locations (125 CFM Total)
 1. Master Bedroom – 25 CFM
 2. Guest Bedroom – 20 CFM
 3. Den – 20 CFM
 4. Living/Dining Room – 40 CFM
 5. Study – 20 CFM
 - iii. Recommended Exhaust Locations (125 CFM Total)
 1. Kitchen – 40 CFM
 2. Powder Room – 20 CFM
 3. Top of Stairwell (to ameliorate stack effect and stratification) – 25 CFM
 4. Master Bath – 20 CFM
 5. Guest Bath – 20 CFM
 - c. Installation considerations:
 - i. APEX recommends locating the unit in a second floor or third floor space to make installation, exterior duct penetrations, and interior duct routing easier.
 - ii. The intake and exhaust duct will need to transition to and penetrate an exterior wall, and be separated from each other and other exhaust outlets in accordance with manufacturer's instructions (for Zehnder, this is 10 feet) and per code.
 - iii. The intake duct inlet and exhaust duct outlet will need to be above the ground snow level, which in Portland is approximately 2 feet, however, if the inlet and outlet are located in an area where snow may drift, this would need to be higher.
 - iv. The unit will need space to transition the air tubes from the unit into the floor/wall/chase, and the tubes will need to be able to transit to all the supply and return locations. Plan to leave the installer 3 times the diameter of the tube (the

September 26, 2014

- Comfotube is 3" O.D.) to make a 90-degree turn, and 6 times the diameter for a 180-degree turn.
- v. If a gas cooktop is going to be used, APEX recommends using a direct-vent to the outside. If the exhaust flow of the range hood exceeds 150 CFM, APEX recommends installing a make-up air system.
 - vi. If an electric cooktop is going to be used, APEX recommends using a recirculating range hood with an activated carbon filter combined with the continuous exhaust of the ventilation system.
- d. *Recommended basis of design equipment: Zehnder Comfoair 200.*
4. APEX recommends providing an air-conditioning provision via mini-split heat pumps or mini-split cooling only units (depending on the options offered by different manufacturers).
- a. Work with mechanical contractor for options. The total cooling load on design day was 19,000 BTUH, per the Horizon Energy model. It is the Owner's option to go with a model slightly smaller than the estimated cooling load (18,000 BTUH/1.5 Ton model, recommended), or size up to a 24,000 BTUH/2.0 Ton model.
 - i. Owner's option to go with a single cooling zone for the whole house, or one zone per floor.
 - ii. Option to connect multiple indoor units in a single-zone will vary by manufacturer.
 - b. APEX recommends a single 9,000 – 12,000 BTUH flush-mounted ceiling cassette in the bedroom level central hallway.
 - c. APEX recommends a single 9,000 – 12,000 BTUH wall-mounted cassette on a centrally-located wall on the living level.
 - d. APEX recommends selecting a system, and then installing the refrigerant lines and electrical infrastructure during construction. Decide during or after the first summer if the house will require active cooling, based on Owner's preferences.
 - e. If the house has separate heating and cooling systems, per code, the systems must be interlocked to prevent simultaneous heating and cooling.
 - f. *Recommended basis of design equipment: Mitsubishi*
 - 1. Indoor Units:
 - a. Recessed, ceiling-mounted: SLZ-KA09NA
 - b. Wall-mounted: MSZ-GE09NA
 - 2. Outdoor Unit: MXZ-2B20NA
5. Opinion of Probable Equipment Costs (Does not include installation):
- a. Natural Gas Condensing Boiler, Indirect Hot Water Heater, Low Loss Header: \$7,000
(Source: Similar Project, RS Means Mechanical Cost Data 2013 – 23 52 16.24-0140)
 - b. Zehnder Comfoair 200 System: \$6,500
(Source: Similar Project)
 - c. Mitsubishi 1.5 Ton Heat Pump with 2 indoor units (2 Zones): \$3,800
(Source: Similar Project, RS Means Mechanical Cost Data 2013 – 23 81 43.10-1510)

Sealing Perimeter of Drywall Assemblies



Air Barriers—Airtight Drywall Approach

Gypsum board drywall is, itself, a suitable air barrier material. The taping of drywall seams results in a plane of airtightness at the field of the wall. However, several steps must be taken to use this material property to create a continuous and complete air barrier system. To do this, it is important to create air barrier continuity at the perimeter of drywall assemblies, at all penetrations through the drywall, and, finally, in areas of the enclosure without interior drywall.

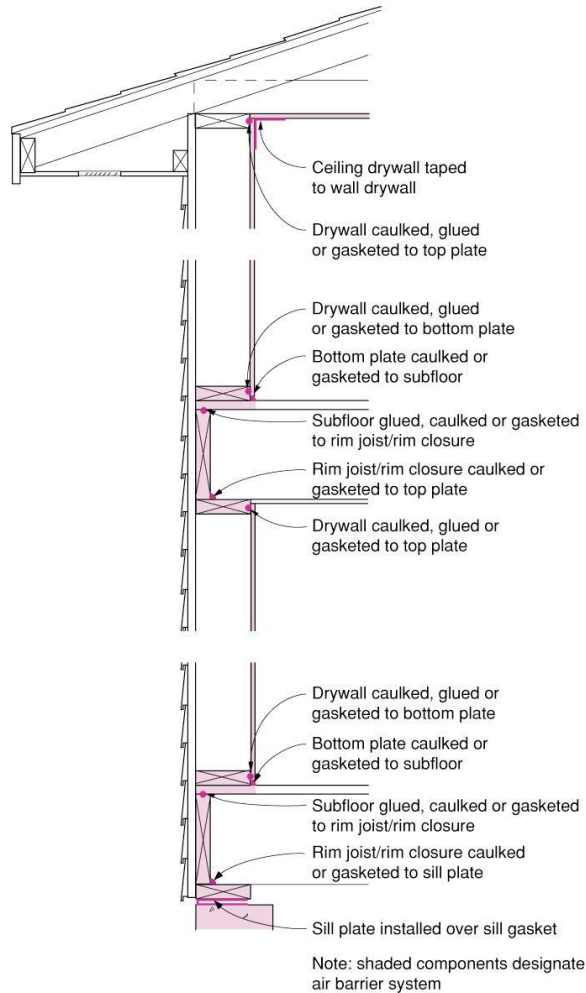
Drywall Assembly Perimeter

Air barrier continuity at the perimeter of drywall assemblies is achieved by sealing the edges of the drywall to solid framing materials. This requires a continuous bead of sealant along:

- all exterior wall bottom and top plates,
- all top plates at insulated ceilings,
- rough opening perimeters, and
- both sides of the first interior stud of partition walls.

The air seal at the partition wall intersection is shown in greater detail below.

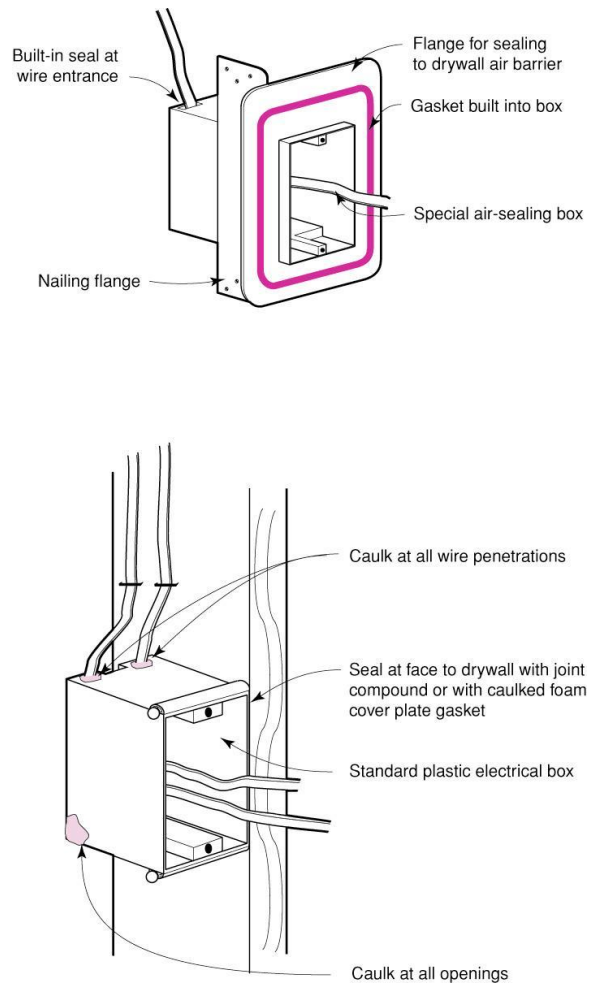
Airtight Drywall Approach – Interior Air Barrier Using Drywall and Framing



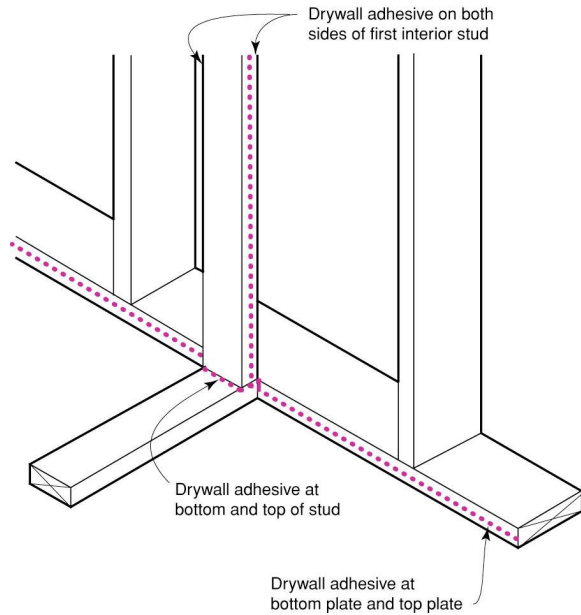
Penetrations of Drywall Assemblies

Typical penetrations in exterior wall and ceiling drywall assemblies include electric penetrations – electric boxes and recessed fixtures. Electric boxes can be made air tight by caulking or sealing all openings in the box (including around wire penetrations) and by sealing the face of the box to the drywall. Specially designed airtight electric boxes with flexible boot seals at wire penetrations and a gasketed flange at the face can also provide air barrier continuity.

Electric Box Penetrations

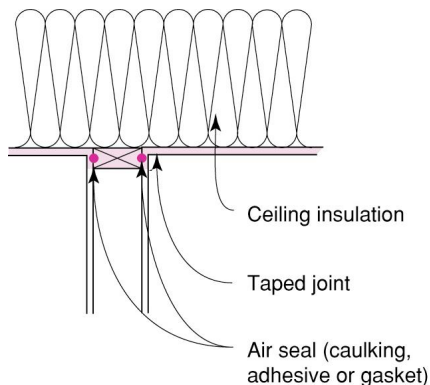


Air Sealing at Partition



- Adhesive at bottom and top of partition stud allows air barrier to transition uninterrupted to other side of partition
- Penetrations through first partition stud must also be sealed

Top Plate with Unconditioned Space Above



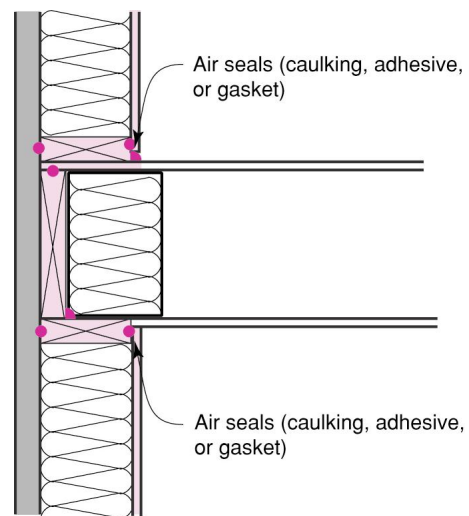
- Penetrations through top plate must also be sealed

Recessed ceiling fixtures in insulated ceiling should be both insulation contact (“IC”)- and air tight rated. The housing of the recessed fixture should also be sealed (with caulk or an effective gasket) to the ceiling gypsum board.

Structural Framing Air Barrier Transitions

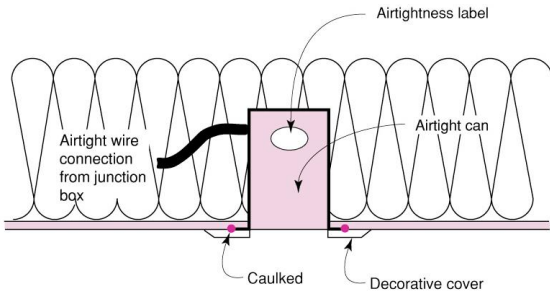
Obviously, drywall cannot provide an air barrier where it is absent. The diagrams below and to the right show how the air barrier continuity is maintained through the framing at rim joist/band joist areas. These measures form a necessary complement to drywall sealing in the airtight drywall approach. Refer to other Information Sheets for air sealing details at other common conditions. The resources listed below also illustrate air sealing details and provide further discussion.

Intersection of Floor Joists and Exterior Wall



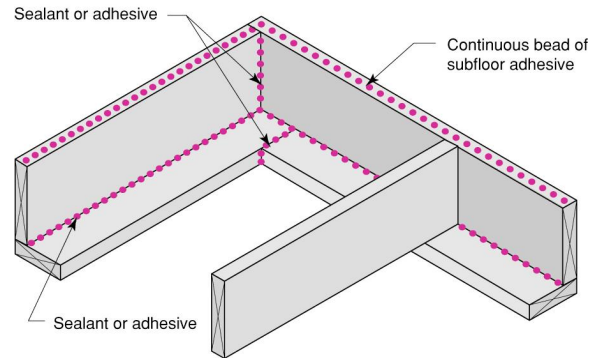
- Drywall sealed to top and bottom plates
- Bottom plate sealed to subfloor
- Subfloor sealed to rim closure board
- Rim closure board sealed to top plate

Recessed Fixture in Insulated Ceiling



- Fixture labeled IC-rated and airtight as determined by ASTM E-283 air leakage test
- Housing (not decorative trim piece) sealed to ceiling with caulk or gasket

Air Barrier Continuity at Rim Joist/Band Joist



- Continuous fillet bead applied at bottom of rim closure board
- Continuous bead of adhesive applied to top of rim closure board
- Sealant applied at all butt joints in rim closure board and sill plate/top plate
- Spray foam may also be used to seal between the sill/top plate, rim/band joist, and floor deck. Note that joints in the sill/top plate may not be sealed by the foam application.

Suggestions for Further Research:

“Understanding Air Barriers”, Building Science Digest-104, www.buildingscience.com.

“READ THIS: Before You Design, Build, or Renovate,” Building Science Primer-040, www.buildingscience.com.

Lstiburek, Joseph W.; *Builder's Guide Series*, Building Science Press, 2006.

Acknowledgment of Code Compliance Responsibility- Fast Track Project



Inspections Division
Date: 11/20/14



Mark Kiefner

I, _____ am the owner or duly authorized owner's agent of the property listed below
Print Legal Name

100 Sheridan St. Portland, Me04101

Physical Address

I am seeking a permit for the construction or installation of:

New Sprinklered single family home on a lot with an existing 2 family.

Proposed Project Description

I understand that the permits obtained pursuant to this acknowledgement of code compliance responsibility will be in my name and that I am acting as the **general contractor** for this project. I accept full responsibility for the work performed.

I am submitting for a permit authorized by the **State of Maine Uniform Building and Energy Code (MUBEC), Fuel Board Laws and Rules and all locally adopted codes and standards applying to Plumbing, Electrical, Fire Prevention and Protection in anticipation of having it approved or approved with conditions.** I have read the following statement and understand that **failure to comply with all conditions once construction is begun may necessitate an immediate work stoppage until such time as compliance with the stipulated conditions is attained.** I certify that I have made a diligent inquiry regarding the need for concurrent state or federal permits to engage in the work requested under this building permit, and no such permits are required or I will have obtained the required permits prior to issuance of this permit. I understand that the granting of this permit shall not be construed as satisfying the requirements of other applicable Federal, State or Local laws or regulations, including City of Portland historic preservation requirements, if applicable. I understand and agree that this permit does not authorize the violation of regulations.

In addition, I understand and agree that this building permit does not authorize the violation of the **12 M.R.S. § 12801 et seq. - Endangered Species.**

I certify under penalty of perjury and under the laws of the State of Maine the foregoing is true and correct. I further certify that all easements, deed restrictions, or other encumbrances restricting the use of the property are shown on the site plans submitted with this application.

I hereby apply for a permit as a Owner of the below listed property and by so doing will assume responsibility for compliance with all applicable codes, bylaws, rules and regulations.
Owner or Owner's Agent

I further understand that it is my responsibility to schedule inspections of the work as required and that the City's inspections will, at that time, check the work for code compliance. The City's inspectors may require modifications to the work completed if it does not meet applicable codes. *MK* INITIAL HERE

Sign Here: *Mark Kiefner*
Owner or Owner's Authorized Agent

Date: October 10, 2014

PLEASE ALSO FILL OUT AND SIGN SECOND PAGE



Acknowledgment of Code Compliance Responsibility- Fast Track Project

OFFICE USE ONLY

PERMIT # _____

CBL # _____



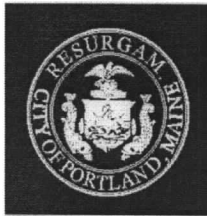
THIS PROJECT IS ELIGIBLE FOR FAST TRACK PERMITTING BECAUSE IT IS IN THE FOLLOWING CATEGORY / CATEGORIES (CHECK ALL THAT APPLY):

- One/Two Family Swimming Pools, Spas or Hot Tubs
- One/Two Family Decks, Stairs and Porches (attached or detached) First Floor Only
- One/Two Family Detached One Story Accessory Structures (garages, sheds, etc.) not to exceed 600sq ft with no habitable space
- Home Occupations (excluding day cares)
- One/Two Family Renovation/Rehabilitation (within the existing shell)
- Attached One /Two Family Garages /Additions/Dormers bearing the seal of a licensed design professional
- New *Sprinklered* One and Two Family Homes (bearing the seal of a licensed design professional stating code compliance) – **MUST STILL RECEIVE LEVEL 1 SITE PLAN APPROVAL FROM PLANNING**
- One/Two Family HVAC (including boilers, furnaces, heating appliances, pellet and wood stoves)
- Interior office renovations with no change of use (no expansions; no site work; no load bearing structural changes are eligible) bearing the seal of a licensed design professional stating code compliance
- Interior Demolition with no load bearing demolition
- Amendments to existing permits
- Commercial HVAC systems (with structural and mechanical plans bearing the seal of a licensed design professional stating code compliance)
- Commercial HVAC for Boilers/Furnaces/Heating Appliances
- Commercial Signs or Awnings
- Exterior Propane Tanks
- Residential or Commercial Subsurface Waste Water Systems (No Rule Variance Only)
- Renewal of Outdoor Dining Areas
- Temporary Outdoor Tents and stages under 750 sq ft per tent or stage
- Fire Suppression Systems (Both non-water and water based installations)
- Fences over 6'-0" in height
- Site work only
- Retaining walls over 4ft in height with stamped plans (or approval from inspection staff)

I understand that if the property is located in a historic district this application will also be reviewed by Historic Preservation. I further understand that the Building Inspections Division reserves the right to deny a fast track eligible project.

Sign Here: 
Owner or Owner's Authorized Agent

Date: October 1, 2014



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Jeff Levine, AICP, Director
Director of Planning and Urban Development

Tammy Munson
Director, Inspections Division

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

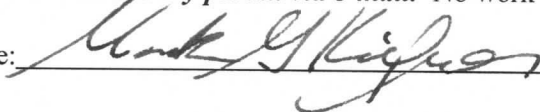
I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are **paid in full** to the Inspections Office, City of Portland Maine by method noted below:

Within 24-48 hours, upon receipt of an e-mailed invoice from Building Inspections, which signifies that my electronic permit application and corresponding paperwork have been received, determined complete, entered by an administrative representative, and assigned a permit number, I then have the following four (4) payment options:

- to provide an on-line electronic check or credit/debit card (we now accept American Express, Discover, VISA, and MasterCard) payment (along with applicable fees beginning July 1, 2014),
- call the Inspections Office at (207) 874-8703 and speak to an administrative representative to provide a credit/debit card payment over the phone,
- hand-deliver a payment method to the Inspections Office, Room 315, Portland City Hall,
- or deliver a payment method through the U.S. Postal Service, at the following address:

City of Portland
Inspections Division
389 Congress Street, Room 315
Portland, Maine 04101

Once my payment has been received, this then starts the review process of my permit. ***After all approvals have been met and completed, I will then be issued my permit via e-mail.*** No work shall be started until I have received my permit.

Applicant Signature:  Date: October 01, 2014

I have provided digital copies and sent them on:  Date: October 01, 2014

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means ie; a thumb drive or CD to the office.

Room 315 - 389 Congress Street- Portland, Maine 04101 (207) 874-8703 - Fax: 874-8716 - TTY: 874-8936



Level I – Minor Residential Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level I: Minor Residential site plan and building permit.

Level I: Minor Residential development includes:

- Development of a single-family or a two-family building, excluding building additions, decks, or accessory structures, such development shall be deemed minor residential development for purposes of this article regardless of its size.
- The addition of any additional dwelling unit to a building initially reviewed as a two-family dwelling or multifamily structure, if the additional dwelling unit does not require subdivision review under Maine State Statutes and Portland's Subdivision Ordinance.

As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)

The Maine Home Construction Contracts Act requires that any home construction or repair work for more than \$3000 in materials or labor must be based on a written contract unless the parties agree to exempt themselves. A sample contract is available on the City's website at <http://www.portlandmaine.gov/756/Codes-Regulations-Ordinances>

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/756/Codes-Regulations-Ordinances>

Inspection Division
Room 315, City Hall
389 Congress Street
(207) 874-8703

Office Hours
Monday thru Friday
8:00 a.m. – 4:00 p.m.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.



Project Address: 100 Sheridan Street, Portland, Maine 04101

Total Square Footage of Proposed Structure/Area:
3,573 square feet
(includes 368 sf for the basement, 721 sf for the garage and 116 sf for the wood deck on the 3rd floor)

Area of lot (total sq. ft.): 5,562 SF
Garage: Yes No
Attached
Detached
Sq. Ft.: 721 sf

Number of Stories: 3
Number of Bathrooms: 2.5
Number of Bedrooms: 2

Tax Assessor's Chart, Block & Lot(s):
Chart# Block # Lot #
13 J 16-18

Current legal use: Vacant Lot

Number of Residential Units Zero

If vacant, what was the previous use? Vacant Lot

Is property part of a subdivision? No If yes, please name _____

Project Description:

New sprinklered single family home on a vacant lot.

APPLICANT – (must be owner, Lessee or Buyer)

Name: Nancy Bogg & Mark Kiefner
Business Name, if applicable:
Address: 5 Julie Ann Lane
City/State : Cape Elizabeth/ME **Zip Code:** 04107

Work # 207-761-8402
Home# 207-799-2103
Cell # 207-749-3147
e-mail: mark.kiefner@goodwillnne.org

OWNER INFORMATION – (if different from Applicant)

Name:
Address:
City/State : **Zip Code:**

Work #
Home#
Cell #
e-mail:

CONTRACTOR INFORMATION:

Name: Munjoy Hill Homes
Address: 202 Washington Avenue
City/State : Portland/ME **Zip Code:** 04101
Phone Number: 207-233-3753
e-mail: munjoyhillhomes@gmail.com

Contact when Building Permit is Ready:
Name: Ron Gan
Phone Number: 207-233-3753
e-mail: munjoyhillhomes@gmail.com



ENGINEER INFORMATION: Name: Becker Structural Engineers Address: 75 York Street City/State : Portland/ME Zip Code: 04101	Engineer Contact Information E-mail: nathan@beckerstructural.com Home #: Work #: 207-879-1838 x112 Cell #: 207-299-2248 Fax#: 207-879-1822
SURVEYOR INFORMATION: Name: R.W. Eaton Associates Address: 58 Pleasant Street City/State : Westbrook/ME Zip Code: 04092	Surveyor Contact Information E-mail: rweaton@maine.rr.com Home #: Work #: 207-854-2402 Cell #: Fax#: 207-856-7167
ARCHITECT INFORMATION: Name: BRIBURN Address: 28 Maple Street, Suite 202 City/State : Portland/ME Zip Code: 04101	Architect Contact Information E-mail: hhepburn@briburn.com Home #: Work #: 207-774-8482 Cell #: 207-274-4360 Fax#:

DEVELOPMENT REVIEW FEES:

Payment may be made in cash, credit card or check addressed to the City of Portland.

Level I Minor Residential Site Plan 1. Application Fee - \$300.00 2. Inspection Fee - \$100.00 (for site plan inspection by the Planning Division) 3. Certificate of Occupancy Fee - \$100.00 4. Building Permit (Cost of Work) <i>Estimated const. cost = \$500,000</i> Total Due:	Fees Paid: \$ <u>300.00</u> \$ <u>100.00</u> \$ <u>100.00</u> \$ <u>5,514.00</u> \$ <u>6,014.00</u>
Building Permit Fee - \$25 for the first \$1,000 construction cost - \$11 every additional \$1,000.	
Performance Guarantee - Exempt except for those projects that complete construction in the winter and the site work is incomplete.	



Please submit all of the information outlined on the applicable Checklist, shown on Page 4 and 5 of this Application. In addition, a CD or PDF (e-mailed to buildinginspections@portlandmaine.gov) of the entire Application, including all plans, must be submitted with the Application. Failure to do so may result in the automatic denial of your permit.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division. All of the information on the checklist must be submitted for review. The applicant must check off the items contained in the application package to ensure the application is complete.


Property Taxes:

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before a permit of any kind is accepted.

Separate Permits:

Separate permits are required for internal and external plumbing, HVAC, and electrical installations.

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 Planning Authority and Code Enforcement'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: 	Date: October 01, 2014
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This is not the permit - you may not commence any work until the permit is issued.

A CD or PDF of the entire application, including all plans, must be submitted with the

General Submittal Requirements – Level I Minor Residential			
Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>		2	Completed application form and check list.
<input checked="" type="checkbox"/>		1	Application fees.
<input checked="" type="checkbox"/>		2	Evidence of right, title and interest.
<input type="checkbox"/> NA		2	Copies of required state and/or federal permits.
<input type="checkbox"/> NA		2	Written Description of existing and proposed easements or other burdens.
<input type="checkbox"/> NA		2	Written requests for waivers from individual site plan and/or technical standards.
<input checked="" type="checkbox"/>		2	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual). Refer to Fire Department Checklist on page 6 of this application.

application. (e-mail to buildinginspections@portlandmaine.gov)



Site Plans and Boundary Survey Requirements – Level I Minor Residential

Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
<input checked="" type="checkbox"/>		3	Boundary survey meeting the requirements of section 13 of the City of Portland Technical Manual with the site plan information listed below shown on the plan, including a north arrow and a scale greater than or equal to 1"=20'. (Photocopies of the plat or hand drawn building footprints will not be accepted.)
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Zoning district, setbacks and dimensional requirements. Show zone lines and overlay zones that apply to the property, including Shoreland Zone &/or Stream Protection Zone. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing and proposed structures (including location of proposed piers, docks or wharves if in Shoreland Zone). 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Location and dimension of existing and proposed paved areas. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Proposed ground floor area of building. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Finish floor elevation (FEE) or sill elevation. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Exterior building elevations (show all 4 sides). 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing and proposed utilities (or septic system, where applicable) 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing and proposed grading and contours. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Proposed stormwater management and erosion controls. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Total area and limits of proposed land disturbance. 	
<input type="checkbox"/> NA		<ul style="list-style-type: none"> ▪ Proposed protections to or alterations of watercourses. 	
<input type="checkbox"/> NA		<ul style="list-style-type: none"> ▪ Proposed wetland protections or impacts. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing vegetation to be preserved and proposed site landscaping and street trees (2 trees per unit for a single or two-family house). 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Existing and proposed curb and sidewalk, except for a single family home. 	
<input type="checkbox"/> NA		<ul style="list-style-type: none"> ▪ Existing and proposed easements or public or private rights of way. 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Show foundation/perimeter drain and outlet. 	
<input type="checkbox"/> NA		<ul style="list-style-type: none"> ▪ Additional requirements may apply for lots on unimproved streets. 	



Building Permit Submittal Requirements –Level I: Minor Residential Development

Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
		1	One (1) complete set of construction drawings must include:
<input checked="" type="checkbox"/>			▪ <i>Cross section with framing details</i>
<input checked="" type="checkbox"/>			▪ <i>Floor plans and elevations to scale</i>
<input checked="" type="checkbox"/>			▪ <i>Stair details including dimensions of : rise/run, head room, guards/handrails, baluster space</i>
<input checked="" type="checkbox"/>			▪ <i>Window and door schedules</i>
<input checked="" type="checkbox"/>			▪ <i>Foundation plans w/required drainage and damp proofing, if applicable</i>
<input checked="" type="checkbox"/>			▪ <i>Detail egress requirements and fire separation, if applicable</i>
<input checked="" type="checkbox"/>			▪ <i>Insulation R-factors of walls, ceilings & floors & U-factors of windows per the IEEC 2003</i>
<input checked="" type="checkbox"/>			▪ <i>Deck construction including: pier layout, framing, fastenings, guards, stair dimensions</i>
<input checked="" type="checkbox"/>			▪ <i>As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)</i>
<input checked="" type="checkbox"/>			▪ <i>Reduced plans or electronic files in pdf format are also required if original plans are larger than 11X17"</i>

**** Reminder: ****

1. **A CD or PDF of the entire application, including all plans, must be submitted with the application.**
2. Separate permits are required for internal and external plumbing, HVAC, and electrical installations.
3. Please submit all of the information outlined in this application checklist.
4. If the application is incomplete, the application may be refused.
5. The Planning and Urban Development Department may request additional information prior to the issuance of a permit.



Site Plan Standards for Review of Level I: Minor Residential

Level I: Minor Residential site plan applications are subject to the following site plan standards*, as contained in section 14-526 of Article V, Site Plan:

- 14-526 (a) **Transportation Standards:**
 - 2.a. Site Access and Circulation (i) and (ii);
 - 2.c. Sidewalks: *(if the site plan is a two- family or multi-family building only)*;
 - 4.a. Location and required number of vehicle parking spaces:(i) and (iv)

- 14-526 (b) **Environmental Quality Standards:**
 - 1. Preservation of significant natural features.
 - 2.a. Landscaping and landscape preservation
 - 2.b. Site landscaping (iii)
 - 3.a. Water quality, stormwater management and erosion control: a., d., e., and f.

- 14-526 (c) **Public Infrastructure and Community Safety Standards:**
 - 1. Consistency with Master Plan
 - 2. Public Safety and fire prevention
 - 3. Availability and adequate capacity of public utilities; a., c., d., and e.

- 14-526 (d) **Site Design Standards:**
 - 5. Historic Resources
 - 9. Zoning related design standards

• *Except as provided in Article III of the City Code, or to conditions imposed under Section 14-526(e) only, or to those submission requirements set forth in section 14-527 as relate solely thereto.*

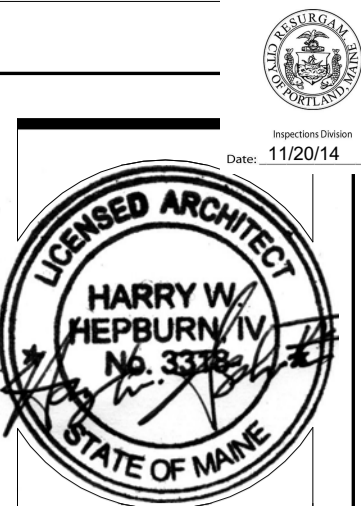


PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

- 1. Name, address, telephone number of applicant.
- 2. Name address, telephone number of architect
- 3. Proposed uses of any structures [NFPA and IBC classification]
- 4. Square footage of all structures [total and per story]
- 5. Elevation of all structures
- 6. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
- 7. Hydrant locations



BOGG + KIEFNER RESIDENCE
100 SHERIDAN STREET, PORTLAND, MAINE

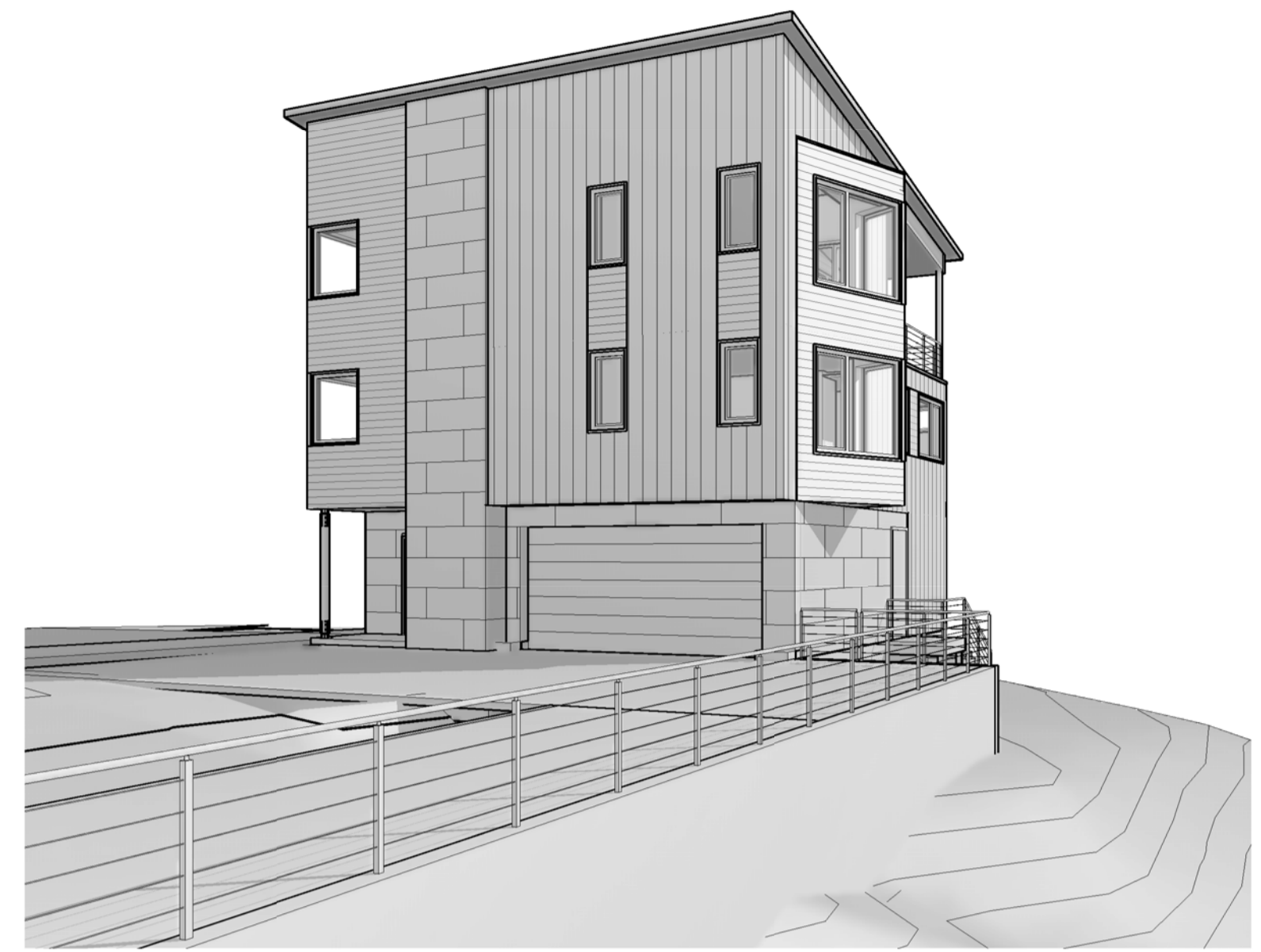
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① SOUTHEAST VIEW



② SOUTHWEST VIEW



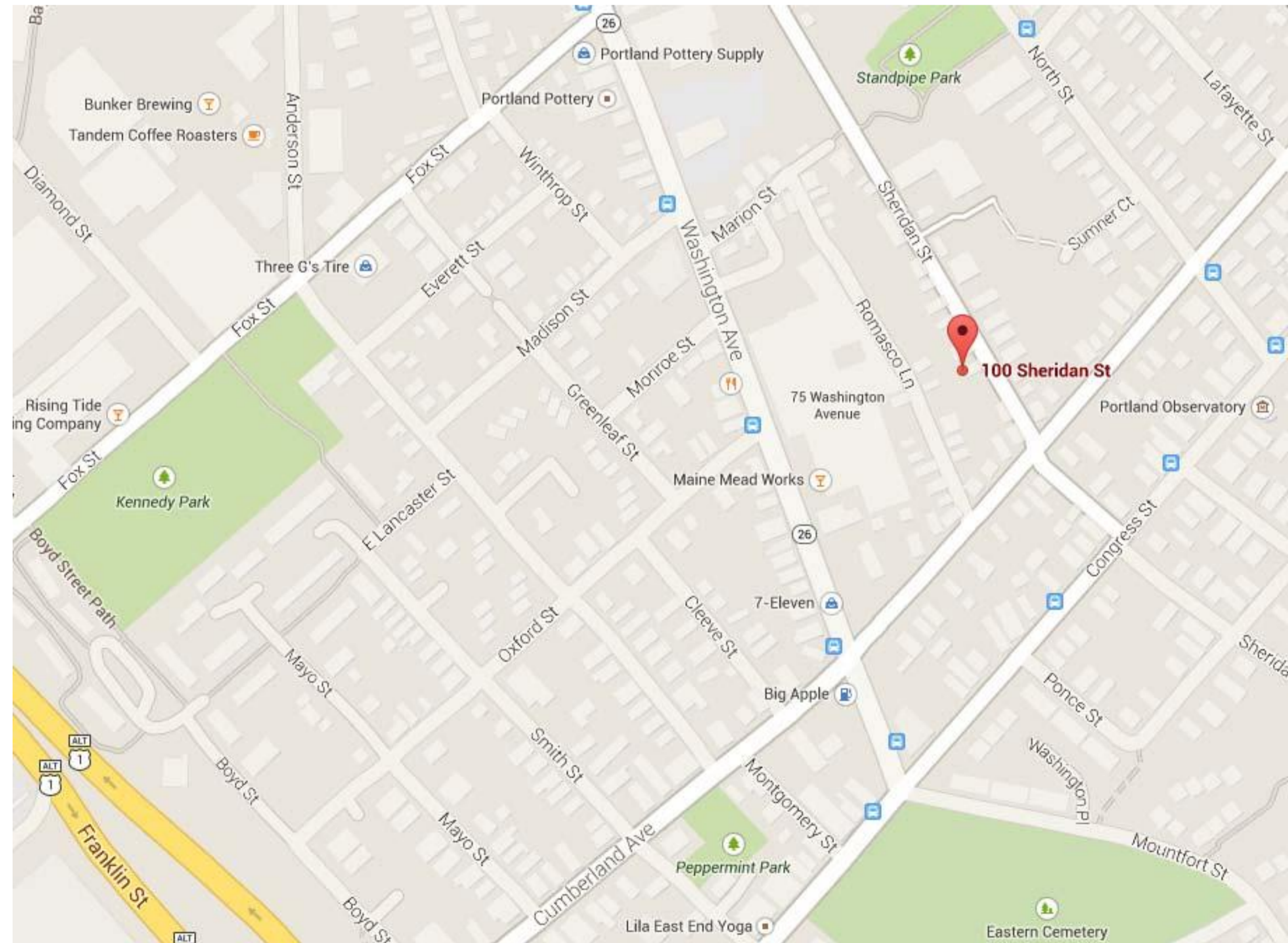
③ NORTHWEST VIEW



④ NORTHEAST VIEW

BOGG+KIEFNER RESIDENCE

100 SHERIDAN STREET, PORTLAND, MAINE



⑤ LOCATION MAP
N.T.S.

SYMBOL LEGEND	
	DETAIL NUMBER BUILDING SECTION DRAWING NUMBER
	DETAIL NUMBER CALL OUT DRAWING NUMBER
	CENTERLINE
	DOOR TAG
	ELEVATION INDICATOR
	ELEVATION TAG
	ELEVATION TAG
	NORTH ARROW
	REVISION
Room name 	ROOM TAG WITH NUMBER
	STRUCTURAL GRID BUBBLE
	WALL TAG
	WINDOW TAG

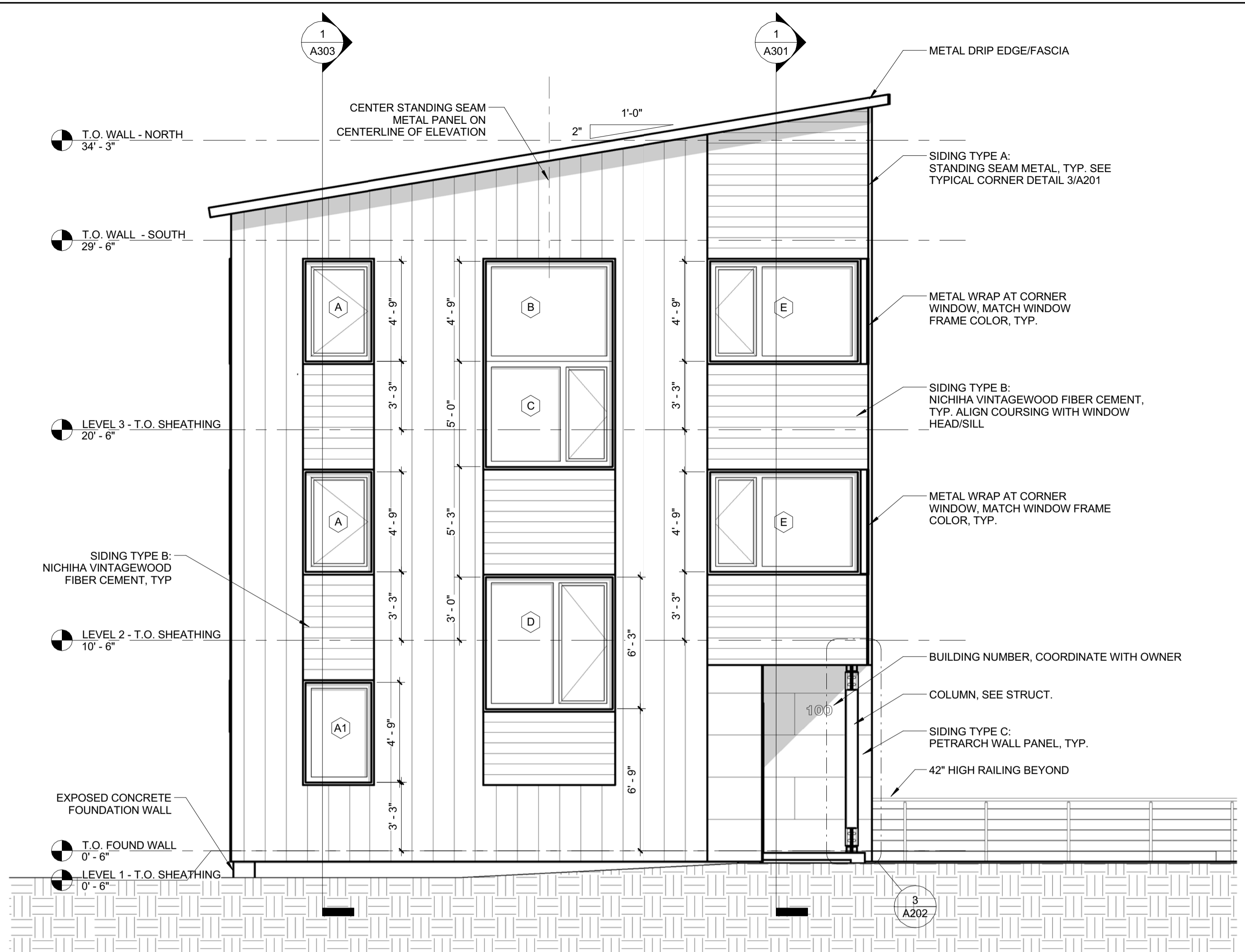
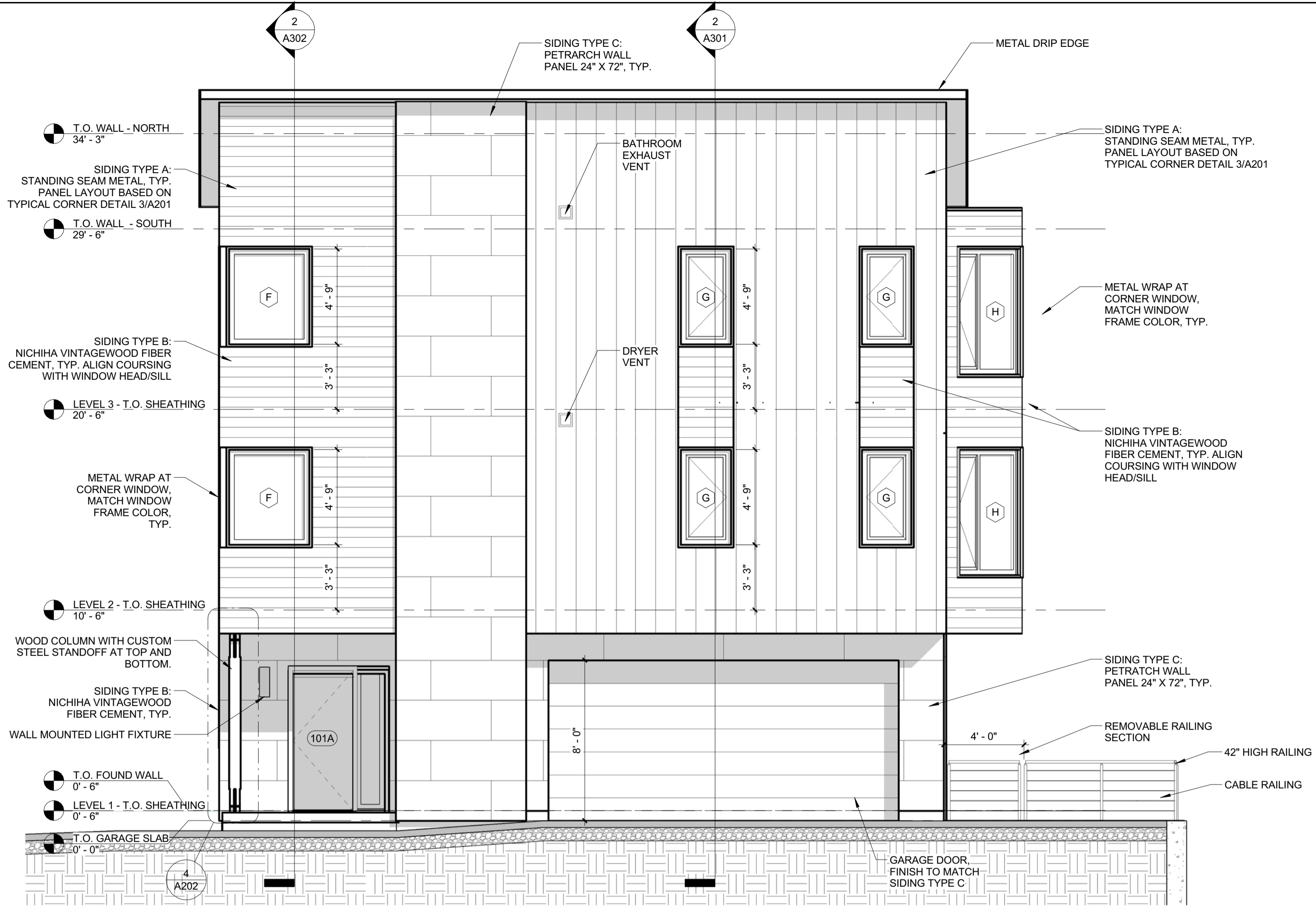
DRAWING LIST	
NUMBER	SHEET TITLE
A001	COVER SHEET
A100	ARCHITECTURAL SITE PLAN
A101	FLOOR PLANS
A201	EXTERIOR ELEVATIONS
A202	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A302	BUILDING SECTIONS
A303	WALL SECTIONS
A401	WINDOW & DOOR DETAILS
A501	INTERIOR ELEVATIONS
A502	INTERIOR ELEVATIONS & ENLARGED STAIR PLAN, SECTIONS & DETAILS
A601	WALL TYPES
S100	GENERAL STRUCTURAL FOUNDATION & FRAMING NOTES
S101	FOUNDATION & FRAMING PLANS
S201	FOUNDATION SECTIONS & DETAILS
S301	FRAMING SECTIONS & DETAILS
S302	MOMENT FRAME ELEVATIONS & DETAILS

CONSULTANTS:

REVISIONS:
RE-ISSUED 10/27/14

ISSUED: 09/30/14
PROJECT No: 1410
DRAWN BY: LB
CHECKED BY: HWH
SHEET TITLE:
COVER SHEET

A001



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

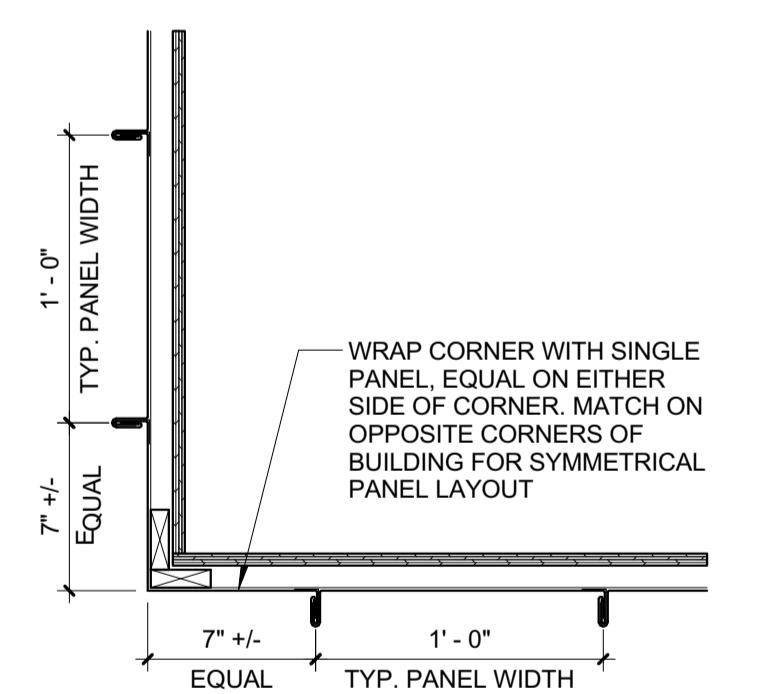
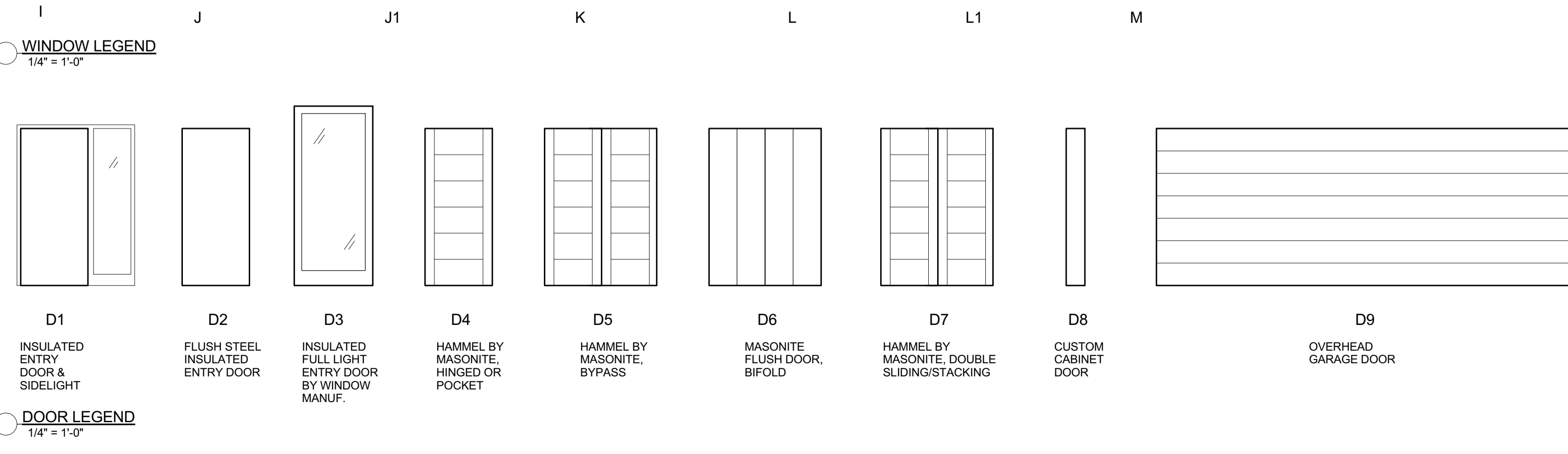
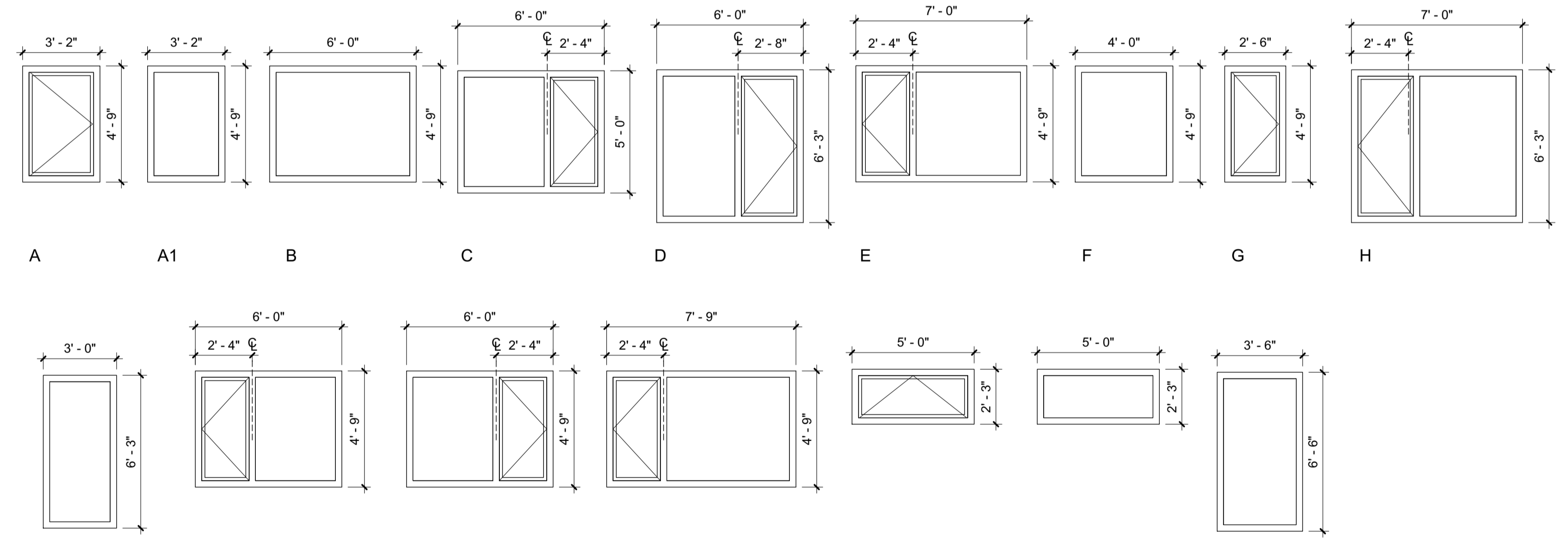
2 EAST ELEVATION
1/4" = 1'-0"

GENERAL NOTES:
 1. FLOOR ELEVATION 0'-0" CORRESPONDS TO SURVEY ELEVATION 121'-0"
 2. PAINT METAL VENT COVERS TO MATCH SIDING.
 3. VENTS CENTERED ON SIDING AS SHOWN ON ELEVATIONS

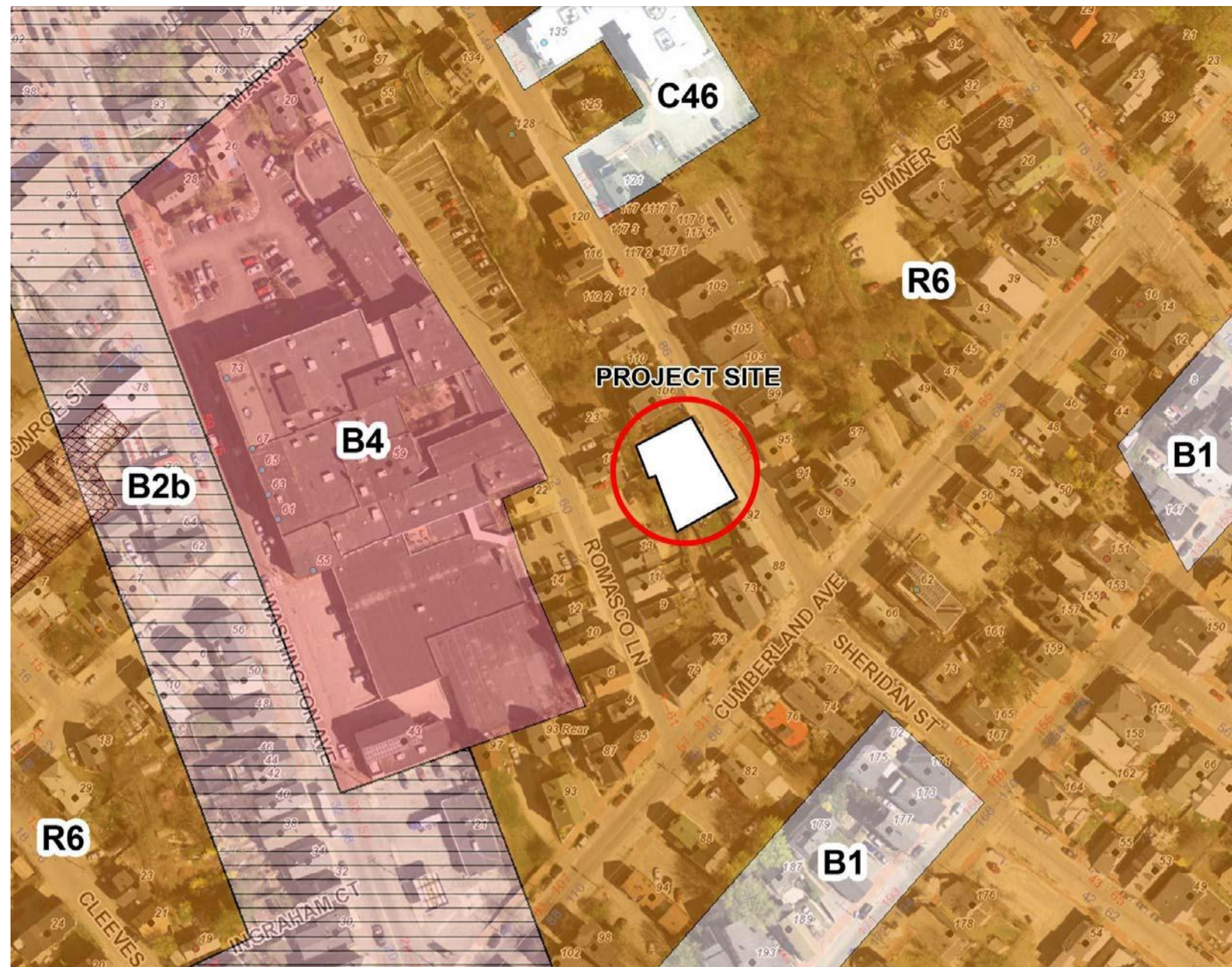
WINDOW SCHEDULE									
Type	Width	Height	Count	Operation	Notes	U-FACTOR	SHGC		
A	3'-2"	4'-9"	5	CASEMENT	MEETS EGRESS REQUIREMENTS	0.18	0.39		
A1	3'-2"	4'-9"	1	FIXED		0.17	0.47		
B	6'-0"	4'-9"	1	FIXED		0.17	0.47		
C	6'-0"	5'-0"	1	FIXED/CASEMENT	MEETS EGRESS REQUIREMENTS	0.17/0.18	0.46/0.39		
D	6'-0"	6'-3"	1	FIXED/CASEMENT		0.17/0.46	0.46/0.39		
E	7'-0"	4'-9"	2	CASEMENT/FIXED	MEETS EGRESS REQUIREMENTS	0.18/0.17	0.39/0.46		
F	4'-0"	4'-9"	2	FIXED		0.17	0.47		
G	2'-6"	4'-9"	4	CASEMENT	MEETS EGRESS REQUIREMENTS	0.18	0.39		
H	7'-0"	6'-3"	2	CASEMENT/FIXED		0.18/0.17	0.39/0.46		
I	3'-0"	6'-3"	2	FIXED		0.17	0.47		
J	6'-0"	4'-9"	1	CASEMENT/FIXED	MEETS EGRESS REQUIREMENTS	0.18/0.17	0.39/0.46		
J1	6'-0"	4'-9"	1	FIXED/CASEMENT	MEETS EGRESS REQUIREMENTS	0.17/0.18	0.46/0.39		
K	7'-9"	4'-9"	1	CASEMENT/FIXED	MEETS EGRESS REQUIREMENTS	0.18/0.17	0.39/0.46		
L	5'-0"	2'-3"	2	AWNING		0.18	0.39		
L1	5'-0"	2'-3"	2	FIXED		0.17	0.47		
M	3'-6"	6'-6"	2	FIXED		0.17	0.47		
S	1'-6"	7'-0"	1	FIXED	ENTRY DOOR SIDELIGHT	0.18	0.39		

GENERAL NOTES:
 1. WINDOWS BY KOHLTECH
 2. DARK BRONZE EXTERIOR COLOR, WHITE INTERIOR
 3. ALL GLASS TO BE TEMPERED AS REQUIRE BY CODE
 4. PROVIDE SCREENS ON ALL OPERABLE UNITS

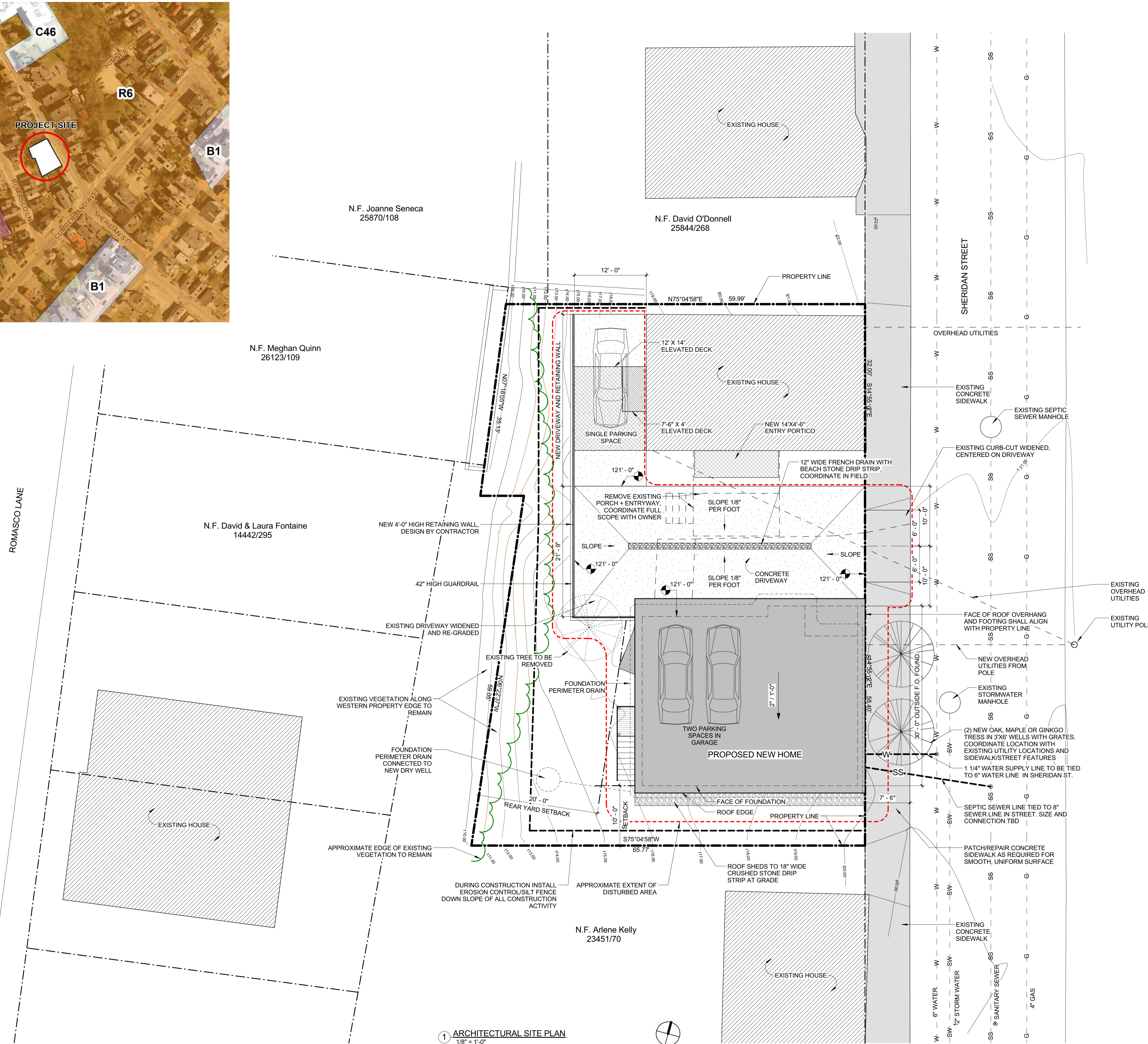
DOOR SCHEDULE						
Mark	Type	Width	Height	Operation	Hardware	Comments
101A	D1	3'-0"	7'-0"	EXTERIOR SWING		
101B	D4	3'-0"	7'-0"	SWING		
101C	D2	3'-0"	7'-0"	SWING		PAINT TO MATCH WALL COLOR
102A	H	17'-6"	8'-0"	OVERHEAD GARAGE		18'-0" M.O. VERIFY SIZE OF DOOR WITH MANUFACTURER
102B	D12	3'-0"	8'-0"			
102C	D2	3'-0"	7'-0"	SWING		
103	D4	2'-6"	7'-0"	SWING		
104	D5	5'-0"	7'-0"	TWO PANEL BYPASS		
202A	D4	3'-0"	7'-0"	SWING		
202B	D4	2'-6"	7'-0"	POCKET		
203	D4	3'-0"	7'-0"	POCKET		
204	D4	3'-0"	7'-0"	POCKET		
205	D4	3'-0"	7'-0"	POCKET		
207	D4	3'-0"	7'-0"	POCKET		
208A	D4	3'-0"	7'-0"	POCKET		
208B	D4	2'-6"	7'-0"	SWING		
209	D4	3'-0"	7'-0"	POCKET		
210	D5	5'-0"	7'-0"	BIFOLD		
300	D8	0'-10"	7'-0"	SWING		
301	D4	2'-6"	7'-0"	POCKET		
302	D11	3'-6"	8'-0"	EXTERIOR SWING		
304	D11	2'-0"	7'-0"			
305	D4	2'-6"	7'-0"	POCKET		
306A	D4	3'-0"	7'-0"	SWING		
306B	D7	5'-3"	7'-0"	DOUBLE SLIDING/STACKING		



3 TYPICAL STANDING SEAM CORNER DETAIL
1 1/2" = 1'-0"



ZONING MAP - ZONING DISTRICT R-6



SITE INFORMATION:

Small Residential Lot Development R-6

Chart 13, Block J, Lot 16-18

NO EASEMENTS OR RIGHTS OF WAY HELD ON THIS SITE

Zoning District R-6

Soil Type: Hinckley gravelly sandy loam, 3 to 8 percent slopes

Minimum Lot Size: 4,500sf
Actual Lot Size: 5,562sf

Approximate disturbed area of site during construction: 3,300sf

Minimum area per dwelling: 1000 sf per unit. 5 units permitted, 2 being built

Minimum Street Frontage: 40'
Actual Lot Frontage: 90'

Front yard: 10' or average depth of front yards on either side of the lot. Requirement: 0

Minimum Rear Yard: 20'
Proposed Rear Yard: 20'-8"

Side Yard 3 Stories: 10'
Proposed Side Yard: 10'

Lot coverage: 50% or 2,781sf
Proposed Lot Coverage: 1,872sf

Minimum Lot Width: 40'
Proposed Lot Width: 90'

Maximum Structure Height: 45'
Proposed Structure Height: 37'

Open Space Ratio 20% or 1,124sf
PROPOSED NEW HOME: 2,730sf

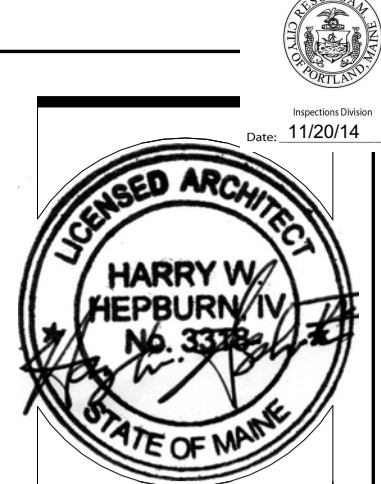
BASEMENT ELEVATION: 112'-6"
GARAGE ELEVATION: 121'-0"
GROUND FLOOR ELEVATION: 121'-6"
SECOND FLOOR ELEVATION: 131'-6"
THIRD FLOOR ELEVATION: 141'-6"
ROOF PEAK ELEVATION: 157'-6"

BASEMENT AREA: 368 SF
GROUND FLOOR AREA: 998 SF
SECOND FLOOR AREA: 1104 SF
THIRD FLOOR AREA: 988 SF
THIRD FLOOR TERRACE: 115 SF

TOTAL BUILDING SQUARE FOOTAGE: 3,573 SF

INSTALL RESIDENTIAL SPRINKLER SYSTEM IN COMPLIANCE WITH NFPA 13D

1 ARCHITECTURAL SITE PLAN
1/8" = 1'-0"



BOGG + KIEFNER RESIDENCE
100 SHERIDAN STREET, PORTLAND, MAINE



CONSULTANTS:

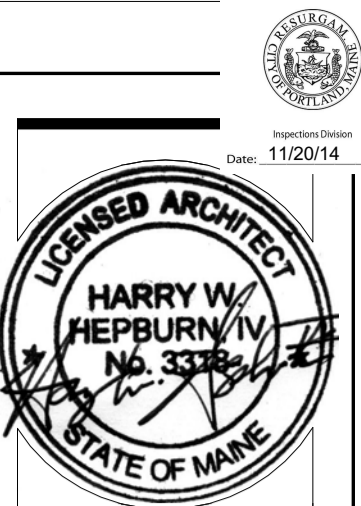
REVISIONS:

RE-ISSUED 10/27/14
RE-ISSUED 11/10/14
RE-ISSUED 11/19/14

ISSUED: 09/30/14
PROJECT No: 1410
DRAWN BY: HWH
CHECKED BY: HWH

SHEET TITLE:
ARCHITECTURAL
SITE PLAN

A100



BOGG + KIEFNER RESIDENCE
100 SHERIDAN STREET, PORTLAND, MAINE

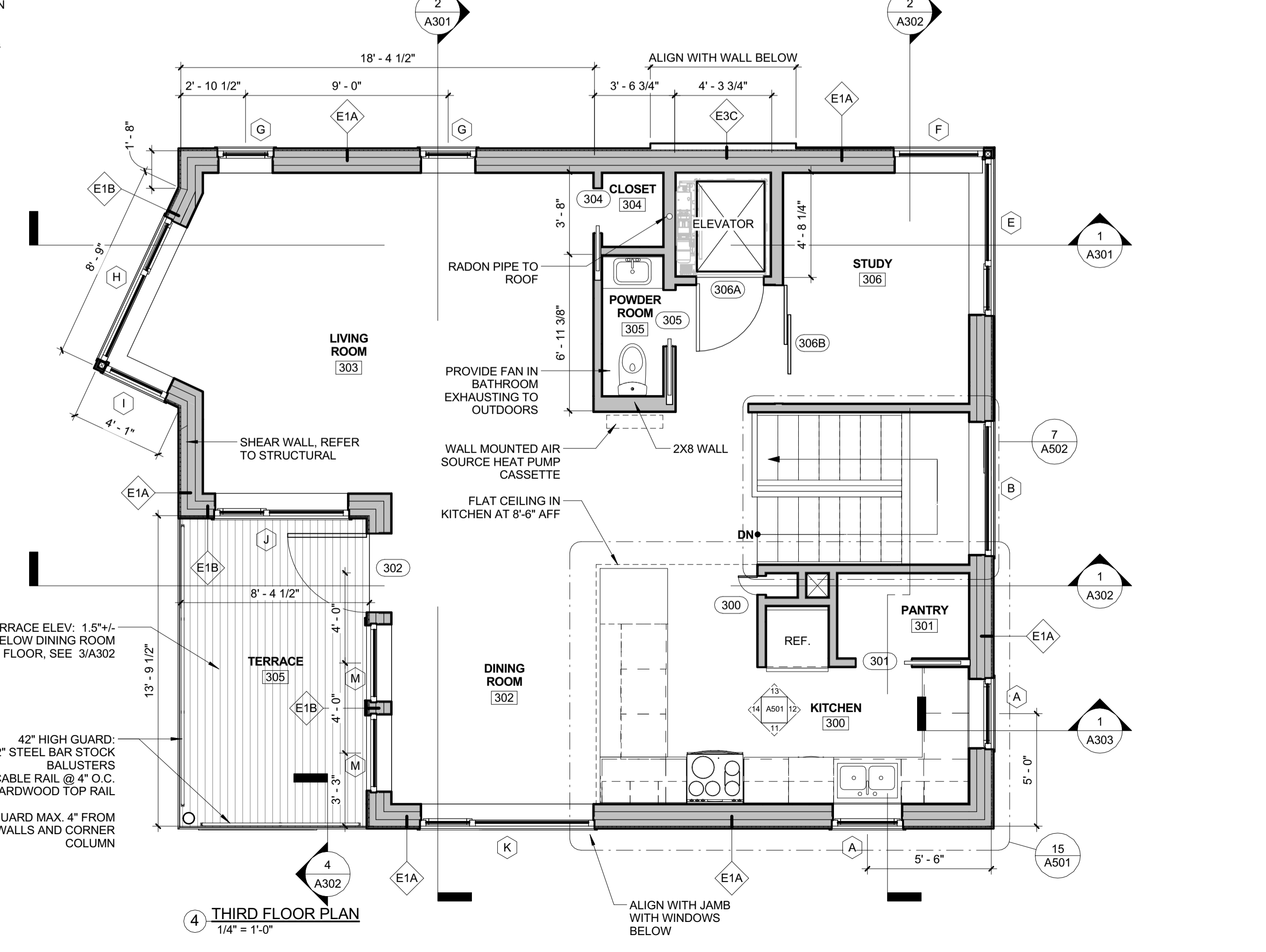
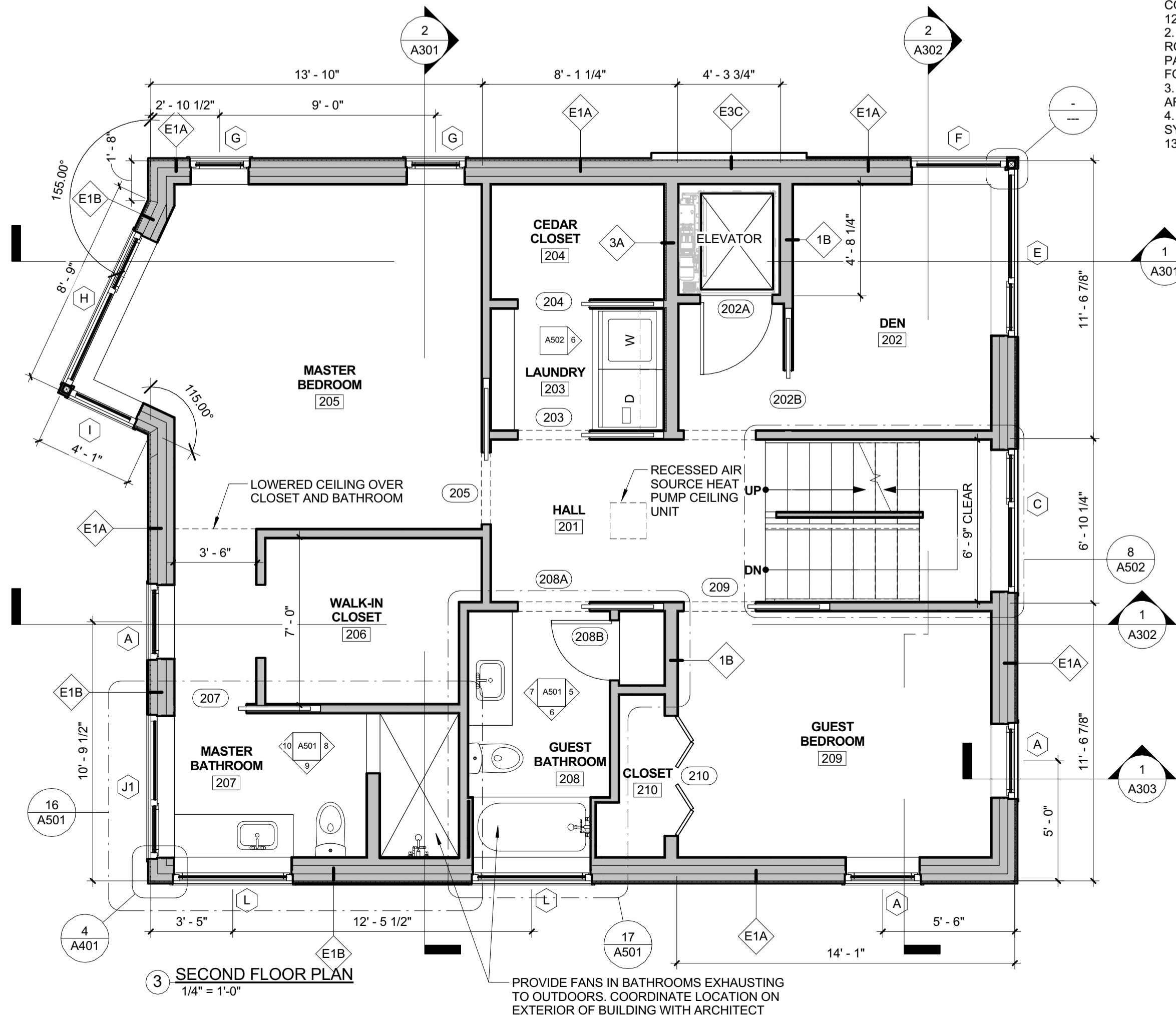
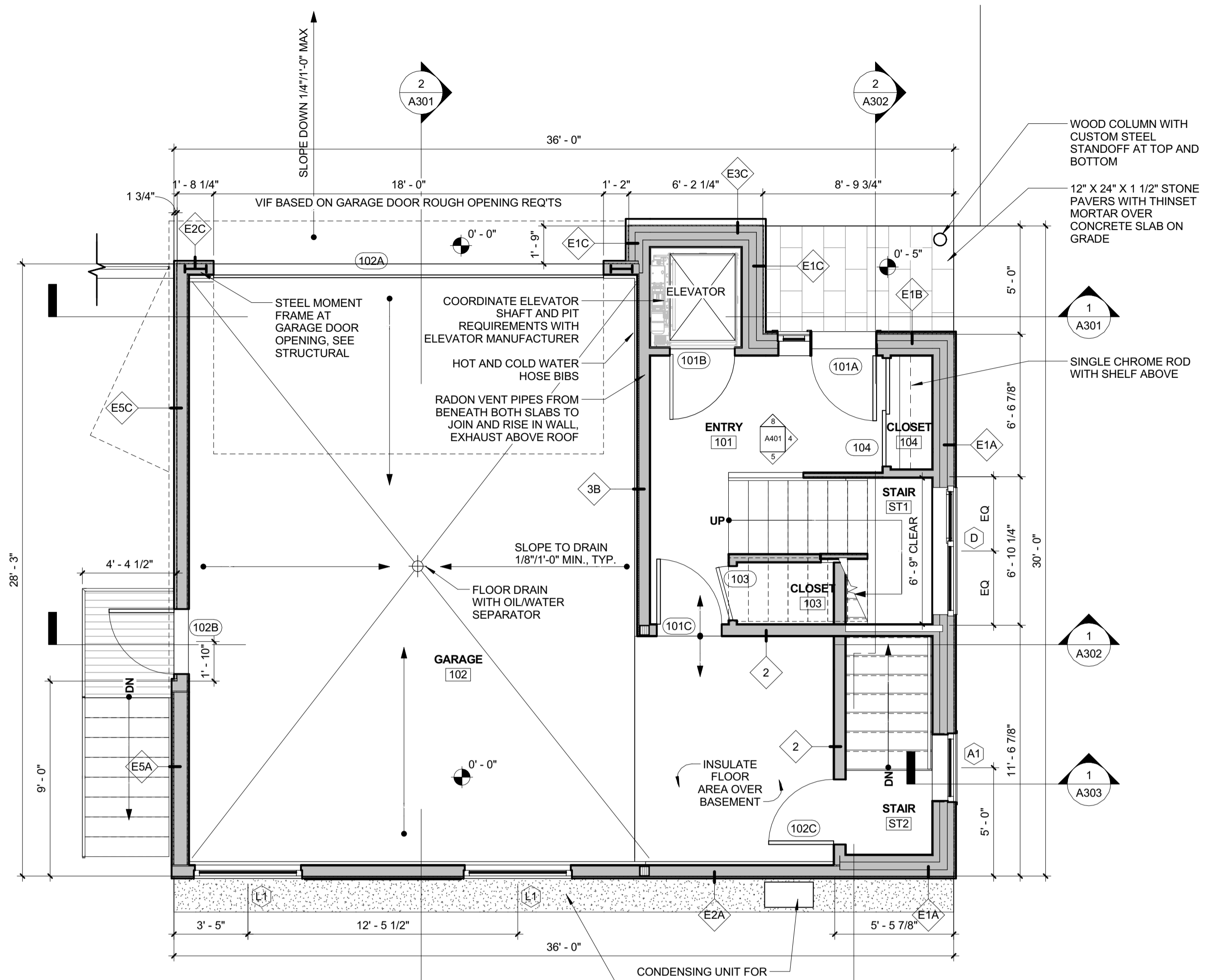
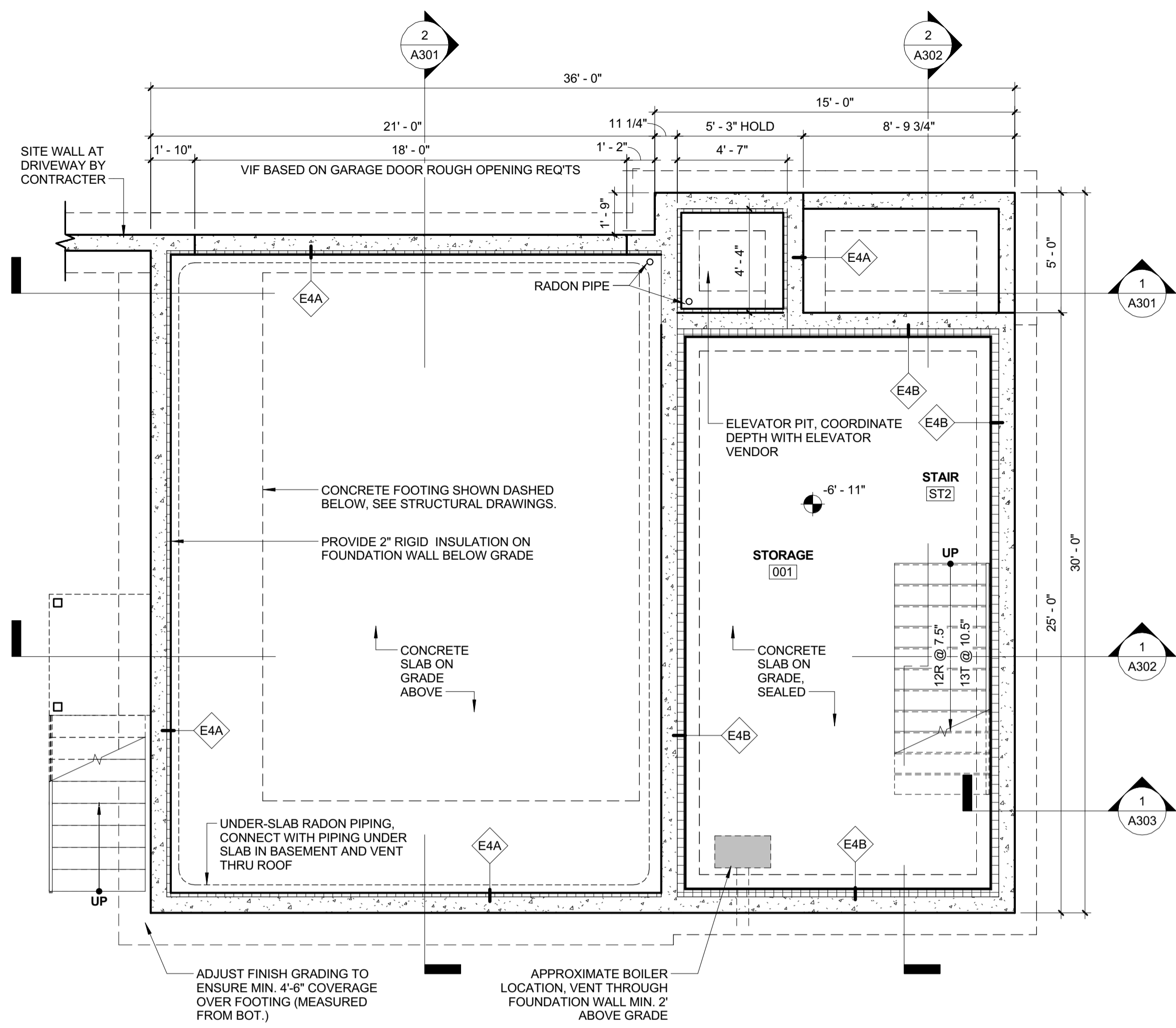
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CONSULTANTS:

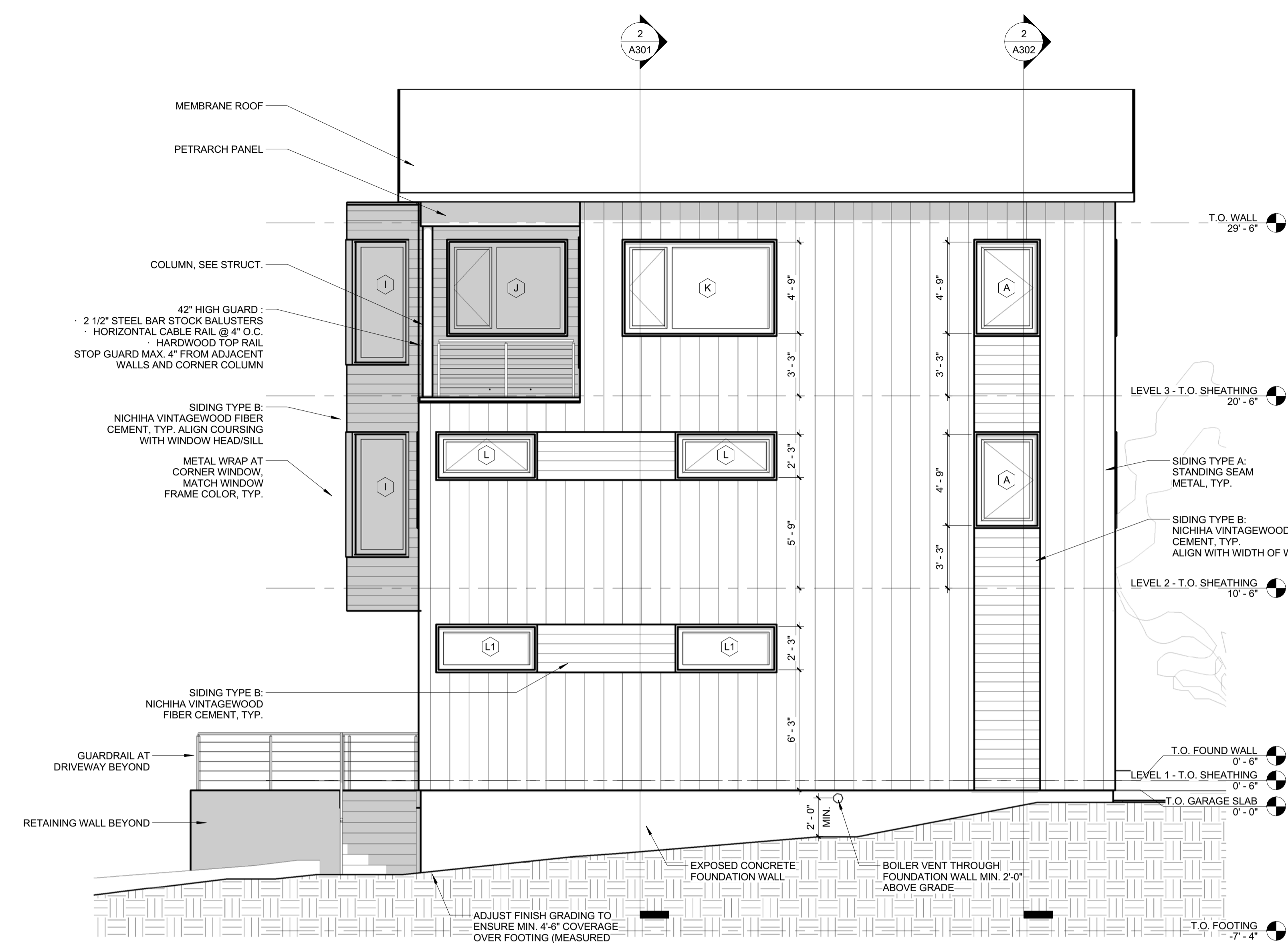
REVISIONS:
RE-ISSUED 10/17/14

ISSUED: 09/30/14
PROJECT No: 1410
DRAWN BY: LB
CHECKED BY: HWH
SHEET TITLE:
FLOOR PLANS

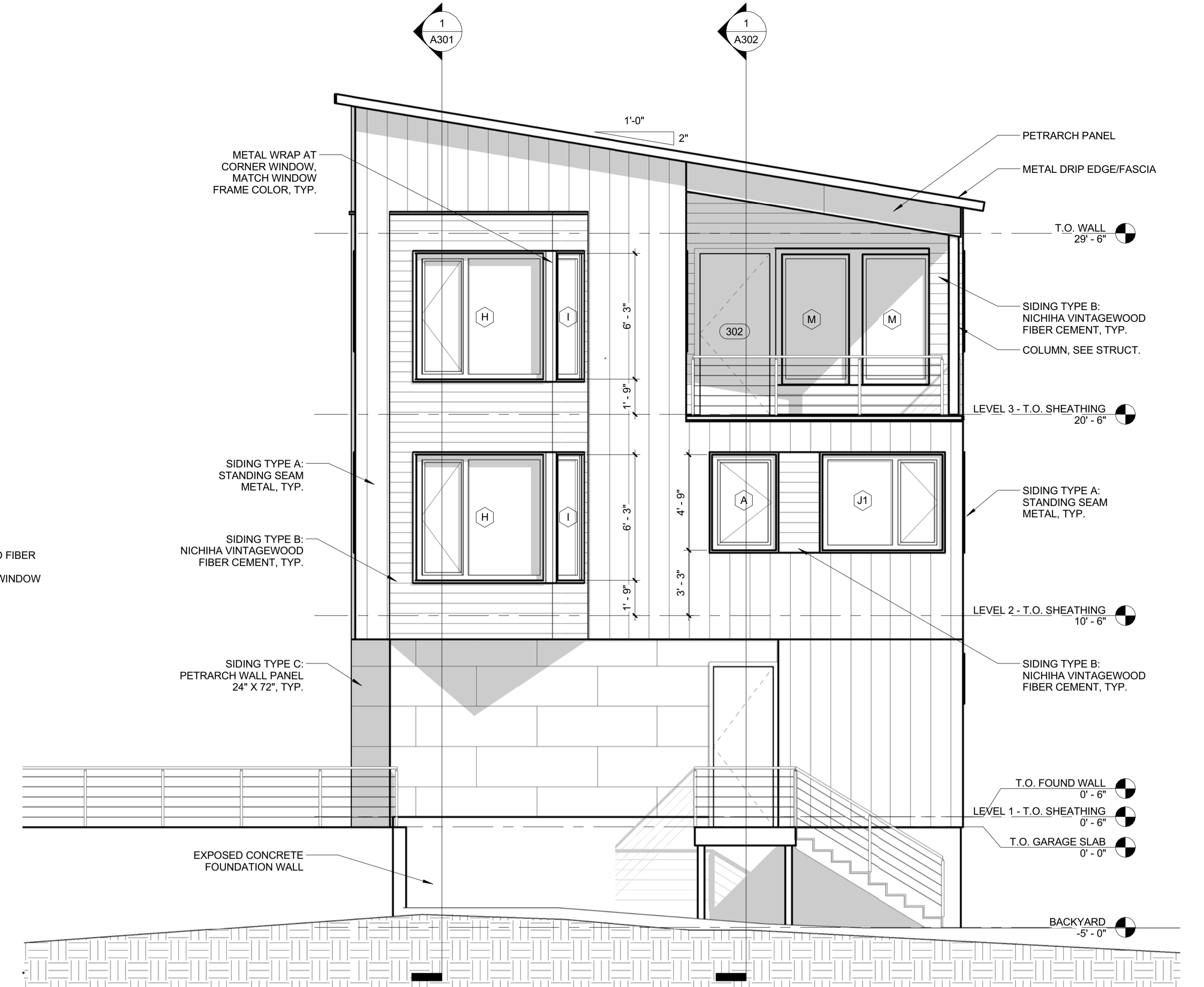
A101



GENERAL NOTES:
1. FLOOR ELEVATION 0'-0" CORRESPONDS TO SURVEY ELEVATION 121'-0"
2. INSTALL FLAT CEILING IN POWDER ROOM 305, CLOSET 304, KITCHEN 300 & PANTRY 301. SEE FINISH SCHEDULE FOR FINISHES
3. INSTALL DROPPED CEILINGS (8'-0" AFF) IN ROOMS 206, 207, 208 AND 210
4. INSTALL RESIDENTIAL SPRINKLER SYSTEM IN COMPLIANCE WITH NFPA 13D



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



2 WEST ELEVATION
1/4" = 1'-0"

Room #	Name	Floor	Base	Wall Finish				Ceiling	Height	Flat / Slope	Comments
				North	East	South	West				
001	STORAGE	FL1	1X4	WL1	WL1	WL1	WL1	WL1	7'-8 1/2"	FLAT	
101	ENTRY	FL2	1X4	WL1	WL1	WL1	WL1	WL1	8'-10"	FLAT	
102	GARAGE	FL1	1X4	WL1	WL1	WL1	WL1	WL1	8'-10"	FLAT	
103	CLOSET	FL2	1X4	WL1	WL1	WL1	WL1	WL1	VARIES	SLOPED	
104	CLOSET	FL2	1X4	WL1	WL1	WL1	WL1	WL1	8'-10"	FLAT	
201	HALL	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
202	DEN	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
203	LAUNDRY	FL4	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
204	CEDAR CLOSET	FL4	1X4	WL4	WL4	WL4	WL4	WL4	8'-9 1/4"	FLAT	
205	MASTER BEDROOM	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
206	WALK-IN CLOSET	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
207	MASTER BATHROOM	FL4	1X4	WL2/WL3	WL3	WL2/WL3	WL2	WL2	8'-9 1/4"	FLAT	1/2" PLYWOOD SUBFLOOR UNDER MARMOLEUM
208	GUEST BATHROOM	FL4	1X4	WL2/WL3	WL2/WL3	WL3	WL2/WL3	WL2	8'-9 1/4"	FLAT	1/2" PLYWOOD SUBFLOOR UNDER MARMOLEUM
208B	CLOSET	FL4	1X4	WL2	WL2	WL2	WL2	WL2	8'-9 1/4"	FLAT	
209	GUEST BEDROOM	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
210	ELEVATOR CAB	FL4	1X4	WL1	WL1	WL1	WL1	WL1	PER MANUF	FLAT	
210	CLOSET	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
300	KITCHEN	FL4	1X4	WL1	WL1/WL3	WL1/WL3	WL1	WL4	8'-9 1/4"	FLAT	
301	PANTRY	FL4	1X4	WL1	WL1	WL1	WL1	WL1	8'-9 1/4"	FLAT	
302	DINING ROOM	FL5	1X4	NA	WL1	WL1	WL1	WL1	VARIES	SLOPED	
303	LIVING ROOM	FL5	1X4	WL1	WL1	WL1	WL1	WL1	VARIES	SLOPED	
304	CLOSET	FL5	1X4	WL1	WL1	WL1	WL1	WL1	8'-0"	FLAT	
305	POWDER ROOM	FL5	1X4	WL2/WL3	WL2	WL2	WL2	WL2	VARIES	SLOPED	
305	TERRACE	FL6	NA	WL5	WL5	NA	WL5	WL5	VARIES	SLOPED	
306	STUDY	FL5	1X4	WL1	WL1	WL1	WL1	WL1	VARIES	SLOPED	
ST1	STAIR										
ST2	STAIR	FL1	1X4	WL1	WL1	WL1	WL1	WL1	7'-8 1/2"	FLAT	
ST2	STAIR										

MATERIALS LEGEND

FLOORING:

 FL1: SEALED CONCRETE

 FL2: POLISHED AND STAINED CONCRETE

 FL3: UNFINISHED CONCRETE

 FL4: CERAMIC TILE

 FL5: WOOD

 FL6: WOOD DECKING

BASE:

 1X4: PAINTED 1X4 WOOD BASE WITH 1/4" DADO

 1X6: PAINTED 1X6 WOOD BASE WITH 1/4" DADO

WALL/CEILING:

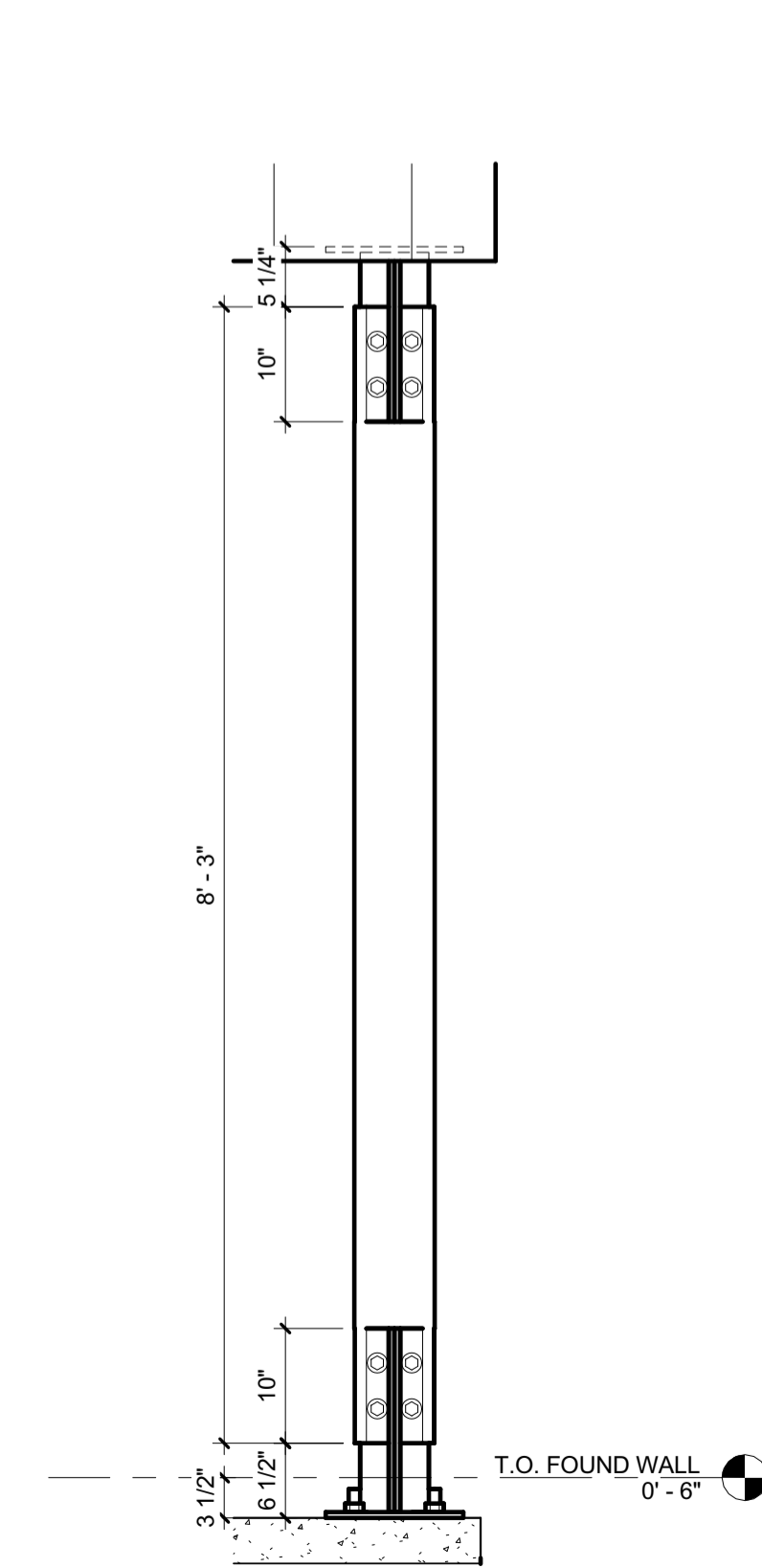
 WL1: GYPSUM WALL BOARD - PAINTED

 WL2: MRX GYPSUM WALL BOARD - PAINTED

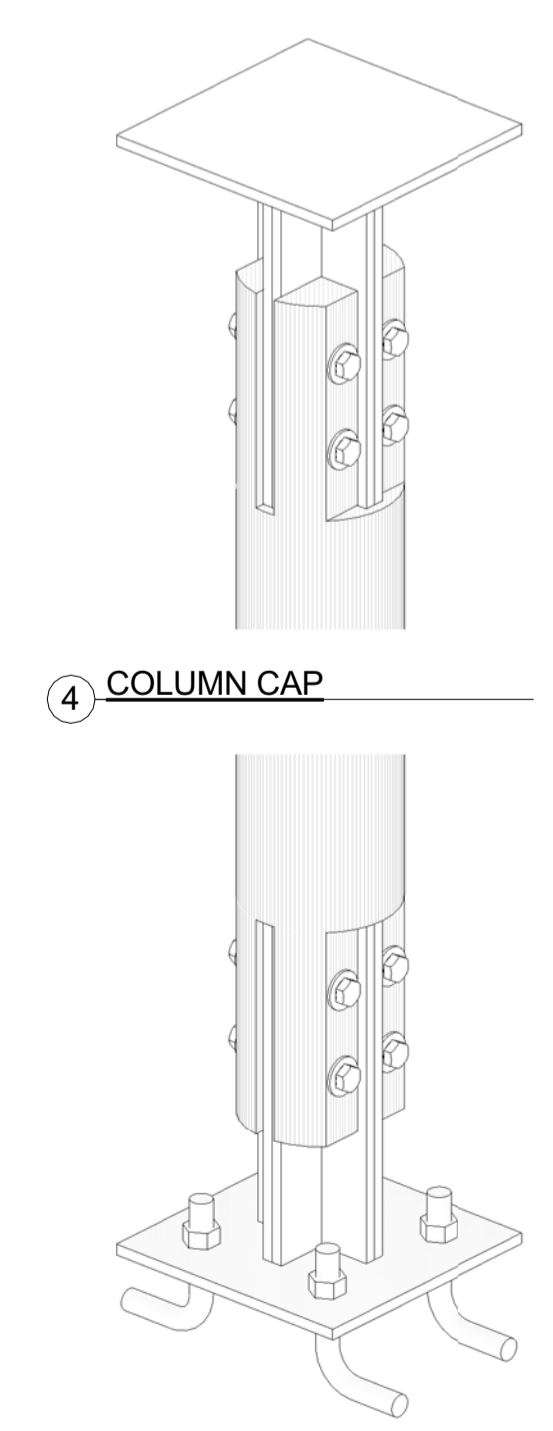
 WL3: CERAMIC TILE

 WL4: 1X4 T&G CEDAR

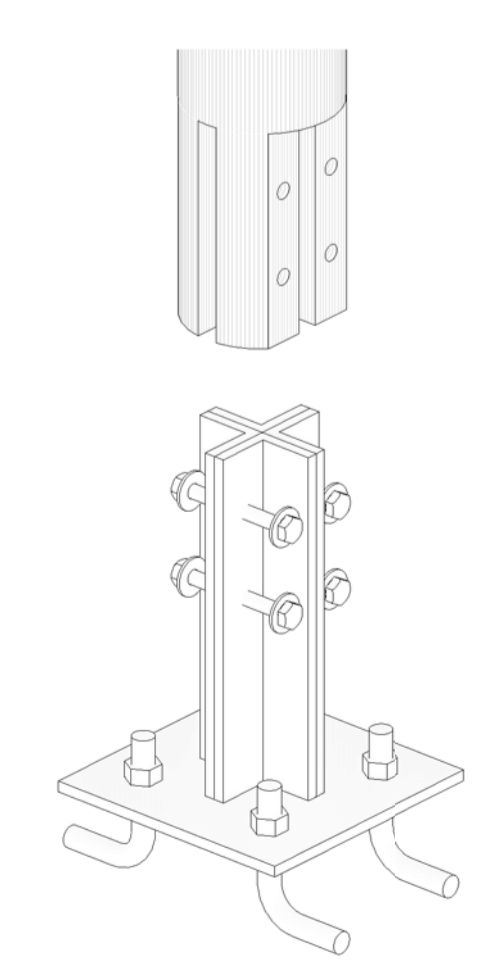
 WL5: 1X4 T&G WOOD



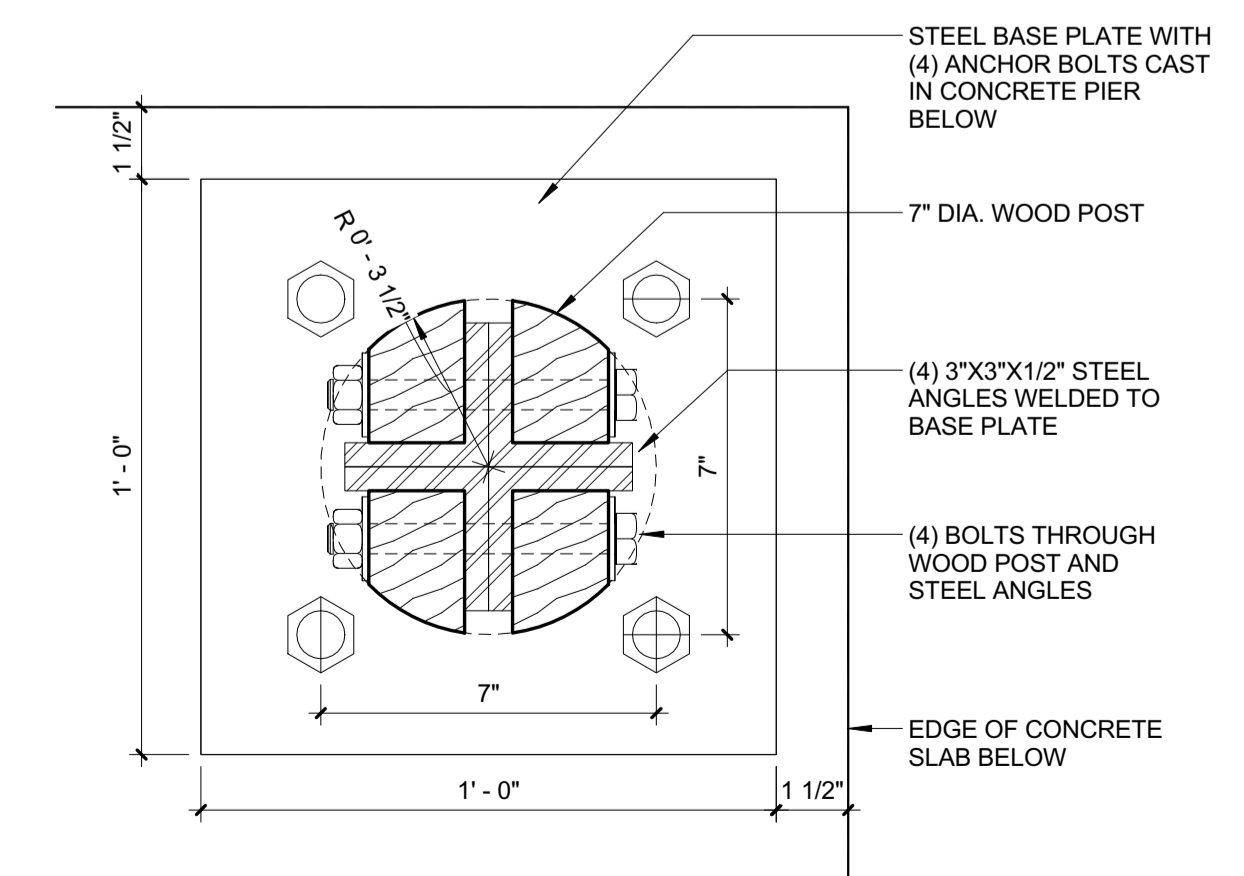
6 COLUMN ELEVATION
3/4" = 1'-0"



3 COLUMN BASE



5 COLUMN BASE EXPLODED



7 COLUMN BASE PLAN
3" = 1'-0"

NOTES:

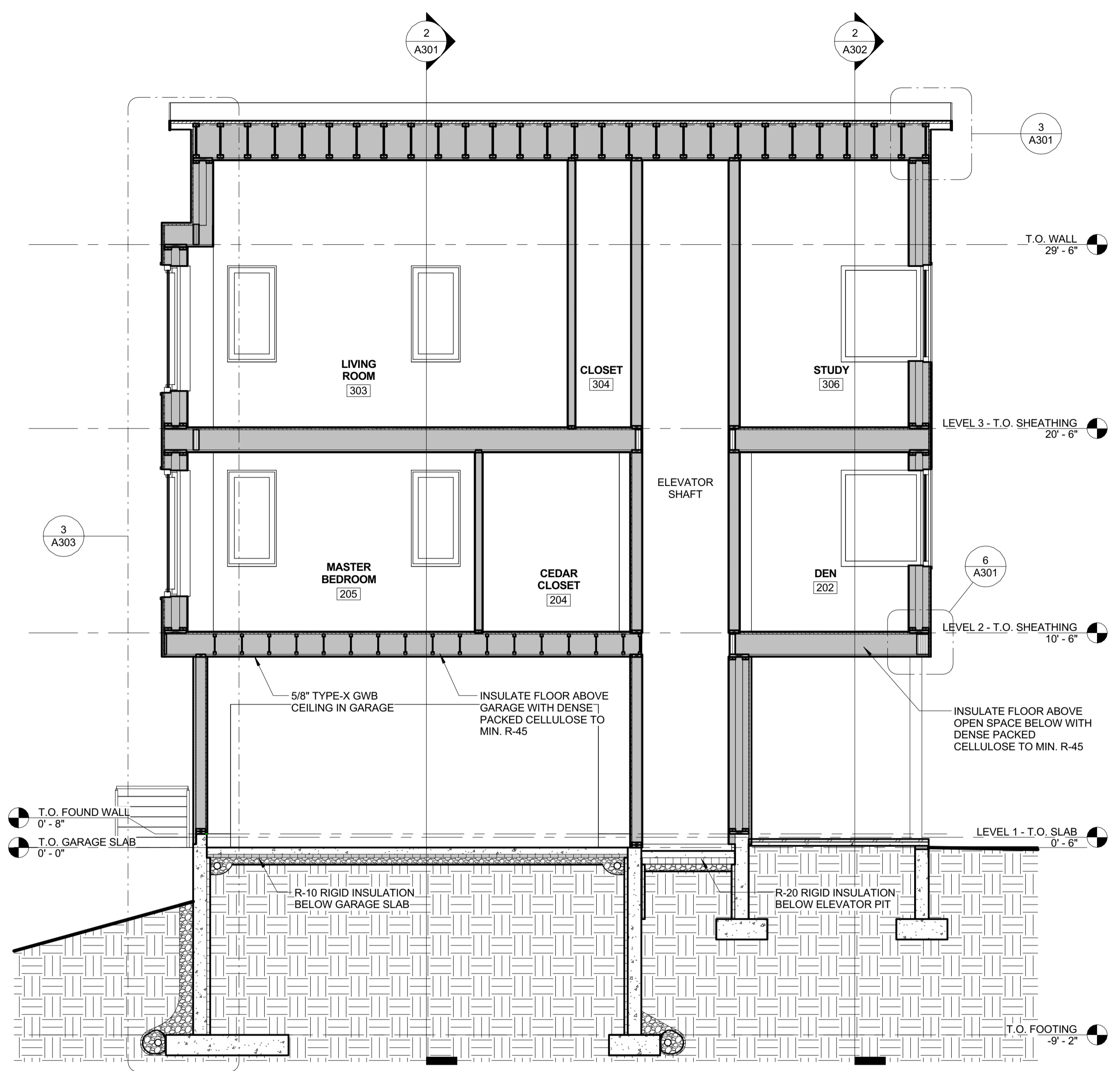
 FLOOR ELEVATION 0'-0" CORRESPONDS TO SURVEY ELEVATION 121'-0"

GENERAL NOTES:

 1. FLOOR ELEVATION 0'-0"

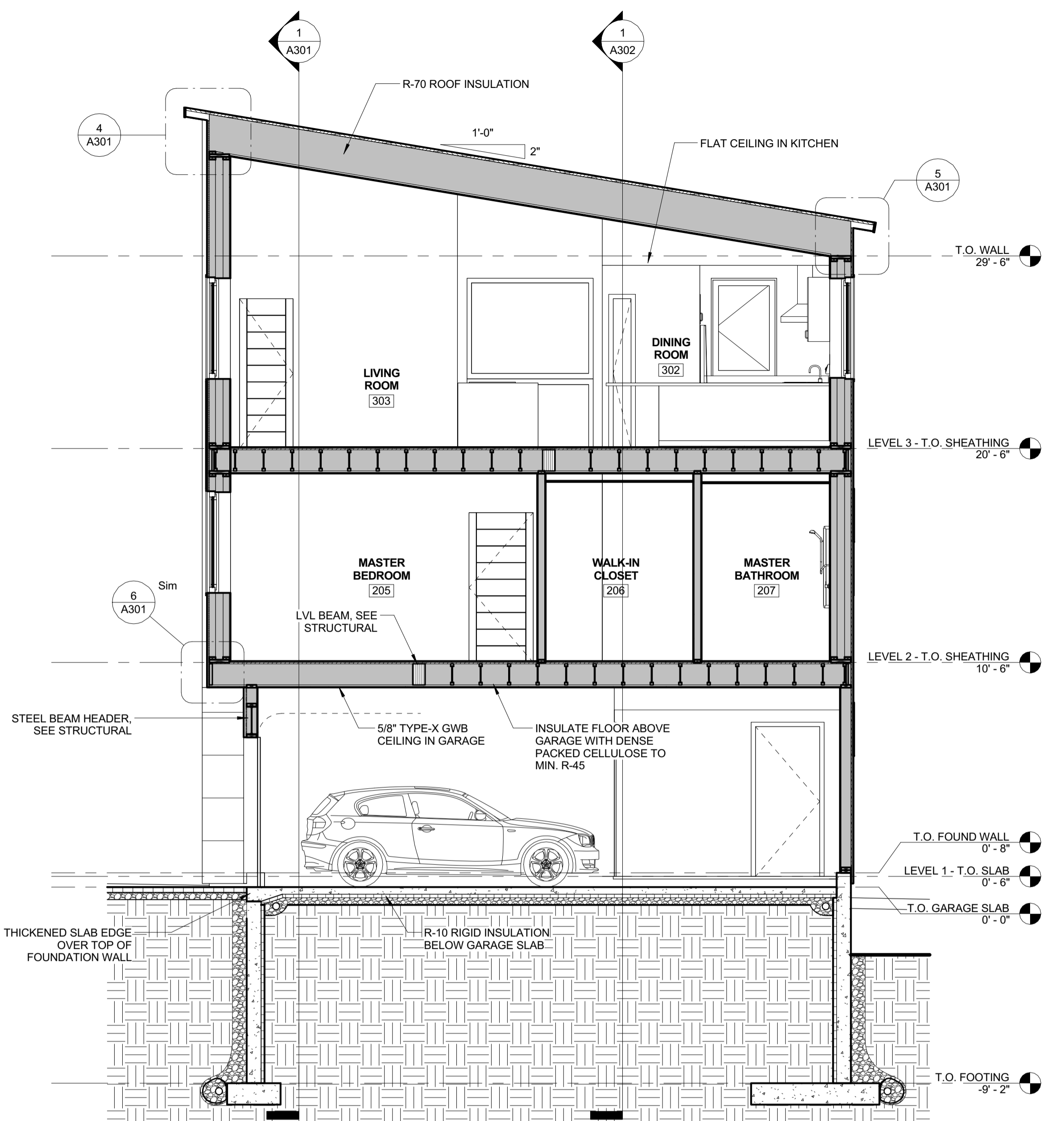
 CORRESPONDS TO SURVEY ELEVATION

 121'-0"



1 BUILDING SECTION - AT BAY WINDOW

 1/4" = 1'-0"



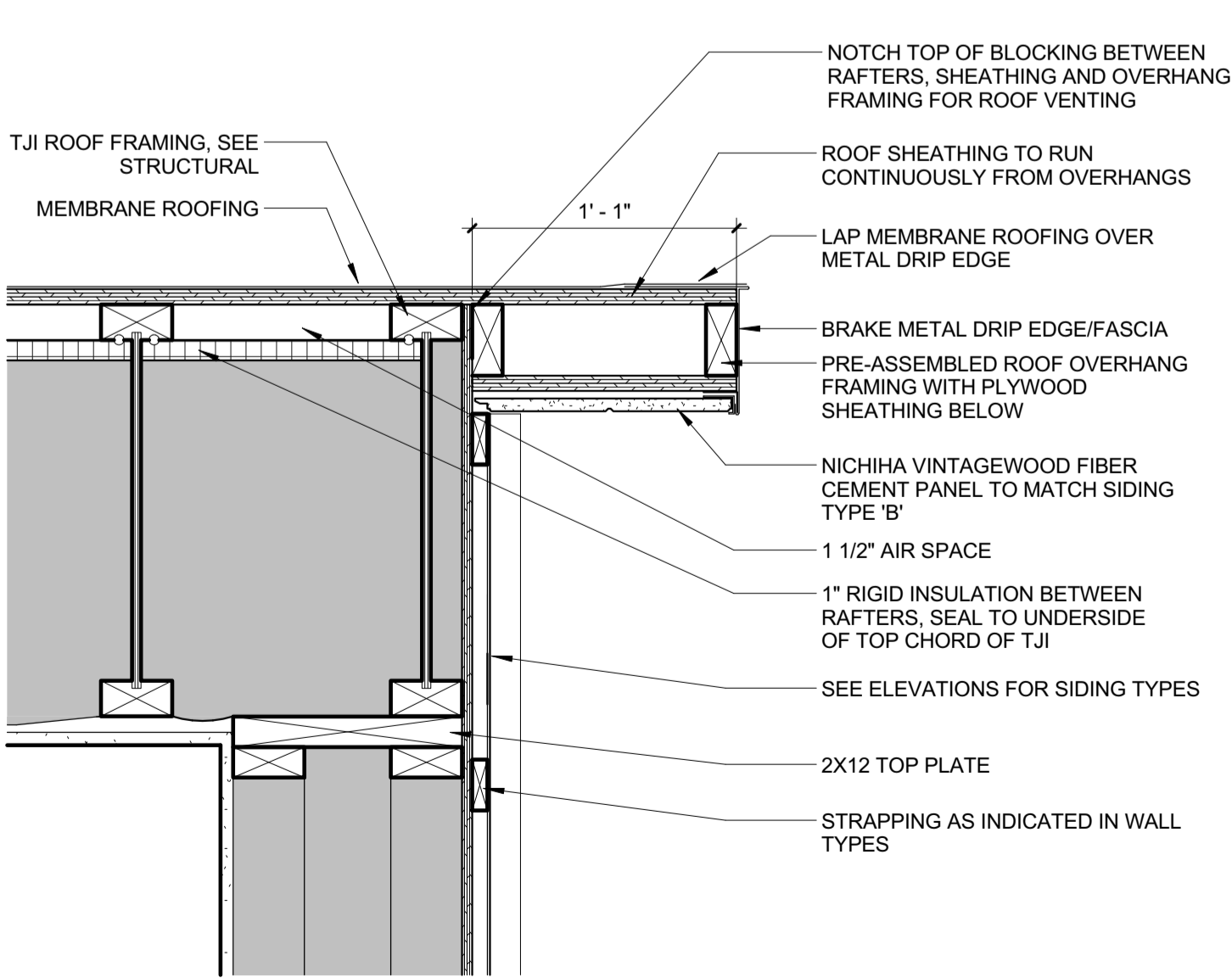
2 BUILDING SECTION - AT GARAGE

 1/4" = 1'-0"

NOTES:

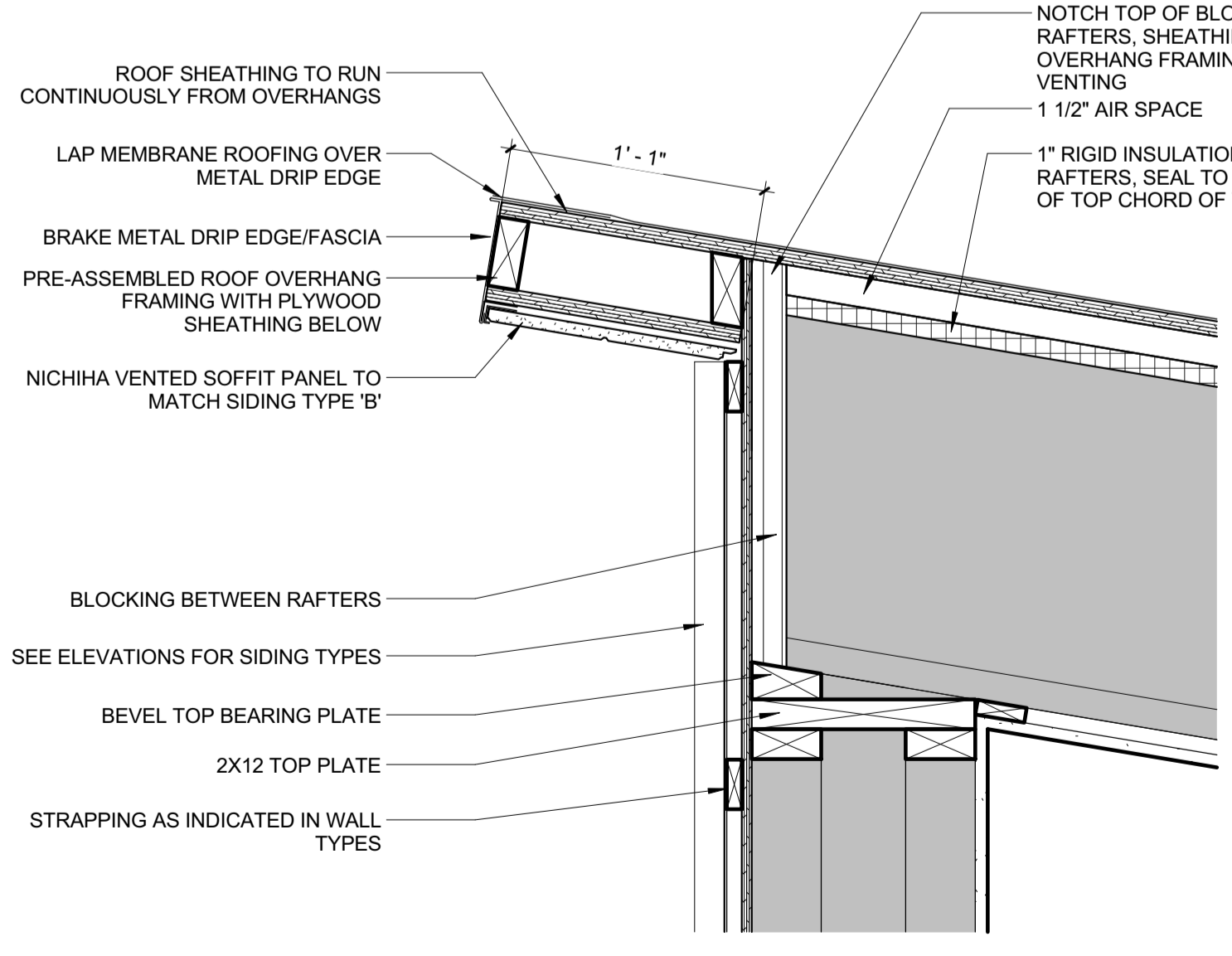
 FLOOR ELEVATION 0'-0" CORRESPONDS

 TO SURVEY ELEVATION 121'-0"



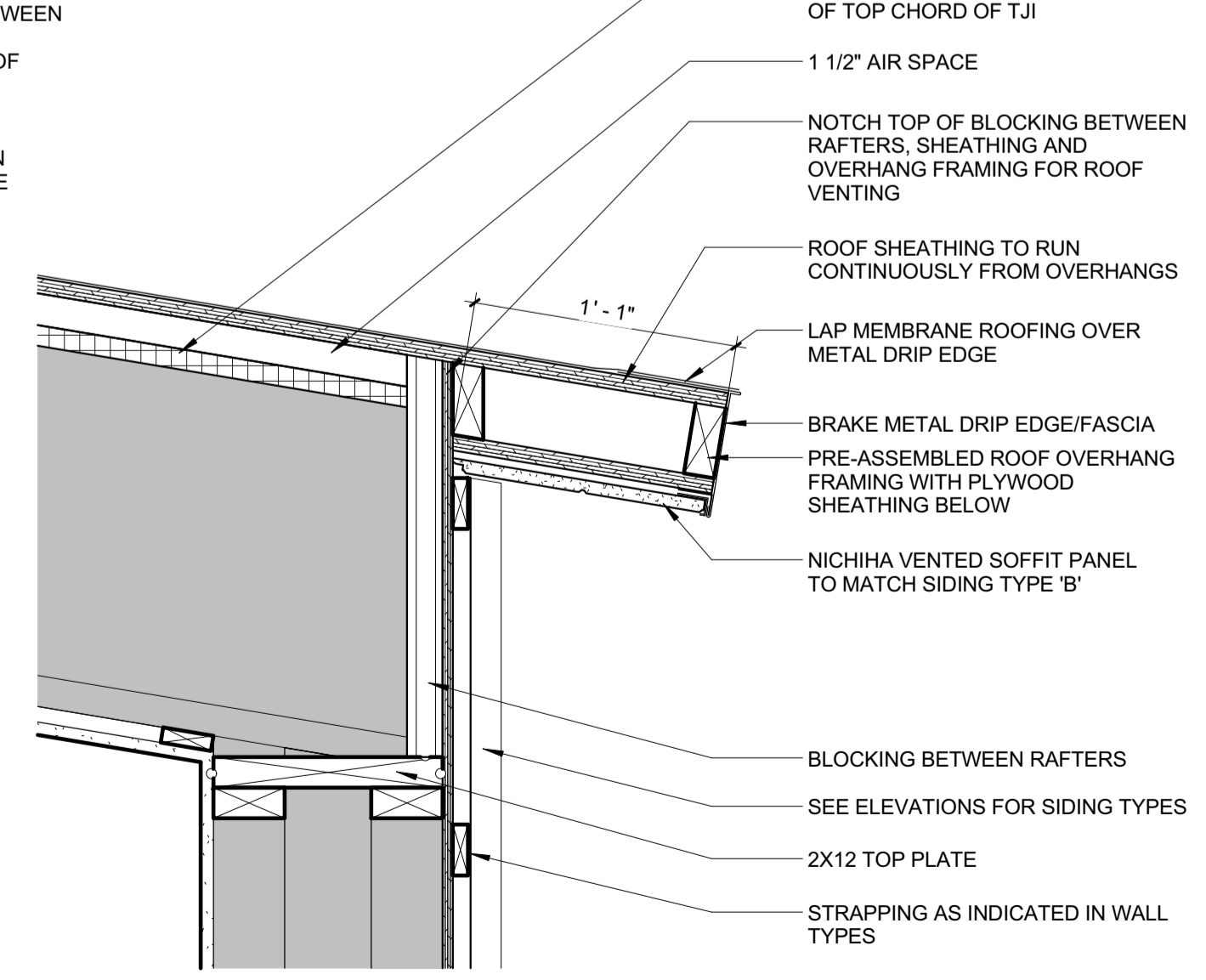
3 DETAIL - RAKE

 1 1/2" = 1'-0"



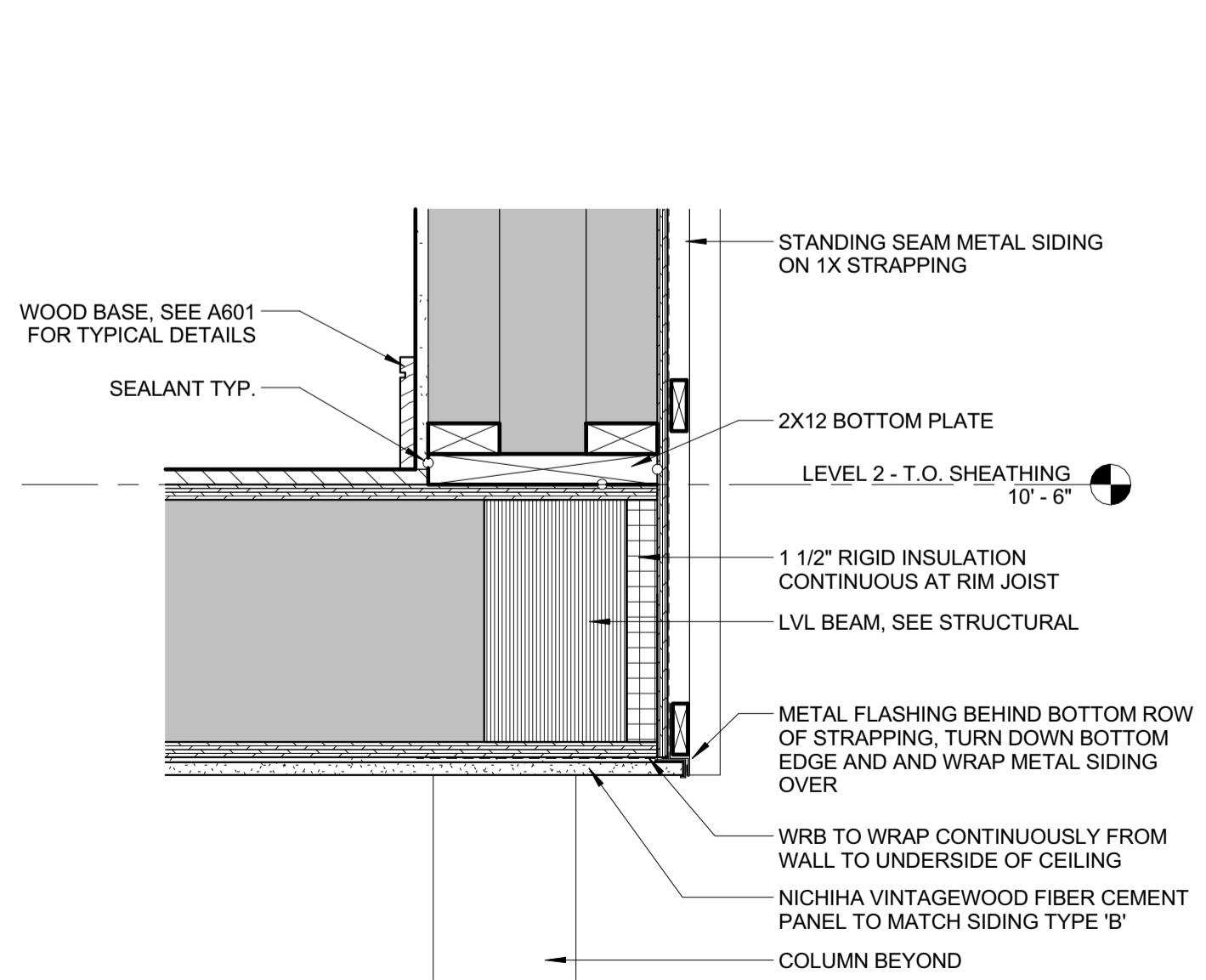
4 DETAIL - HIGH EAVE

 1 1/2" = 1'-0"



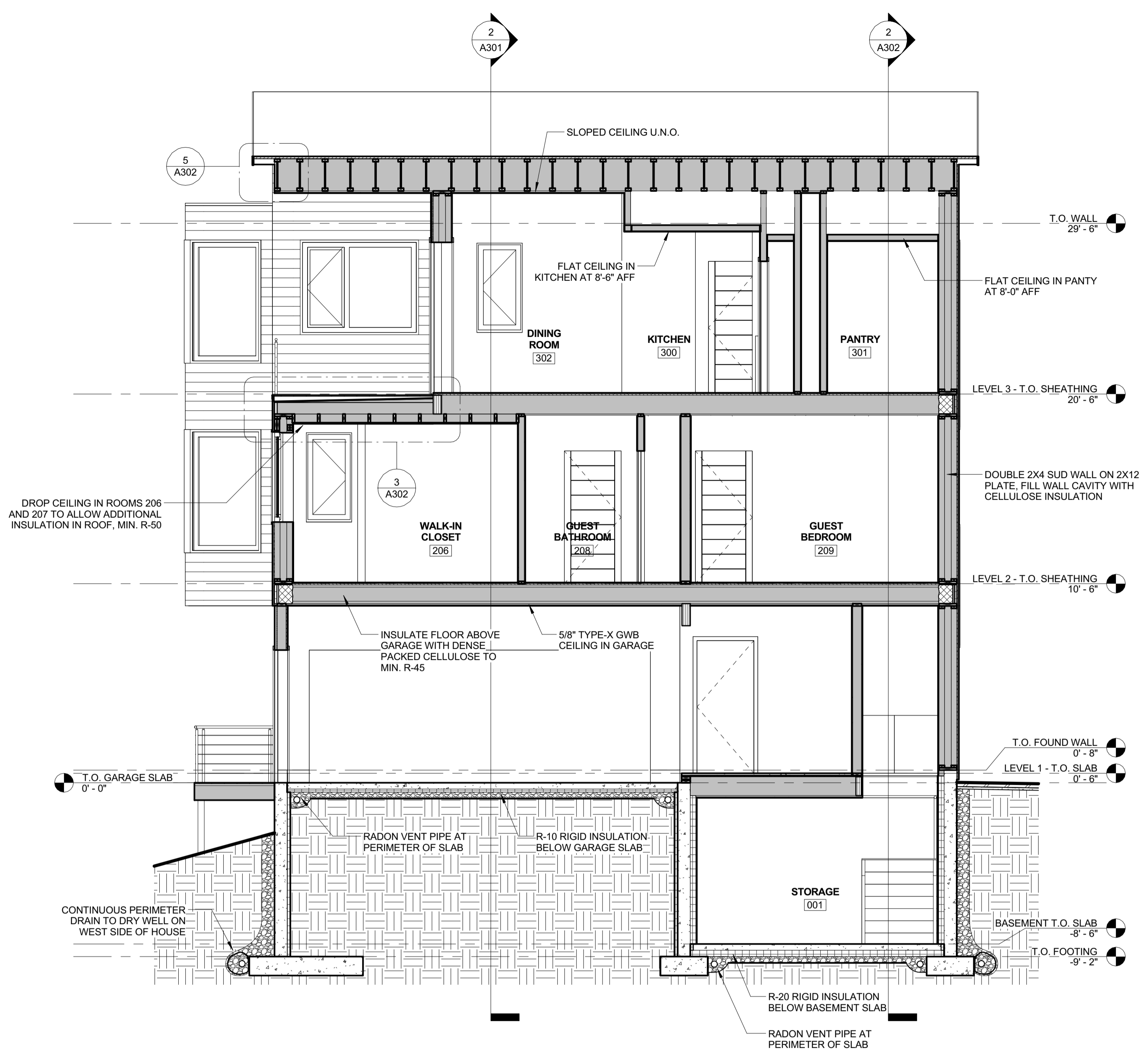
5 DETAIL - LOW EAVE

 1 1/2" = 1'-0"

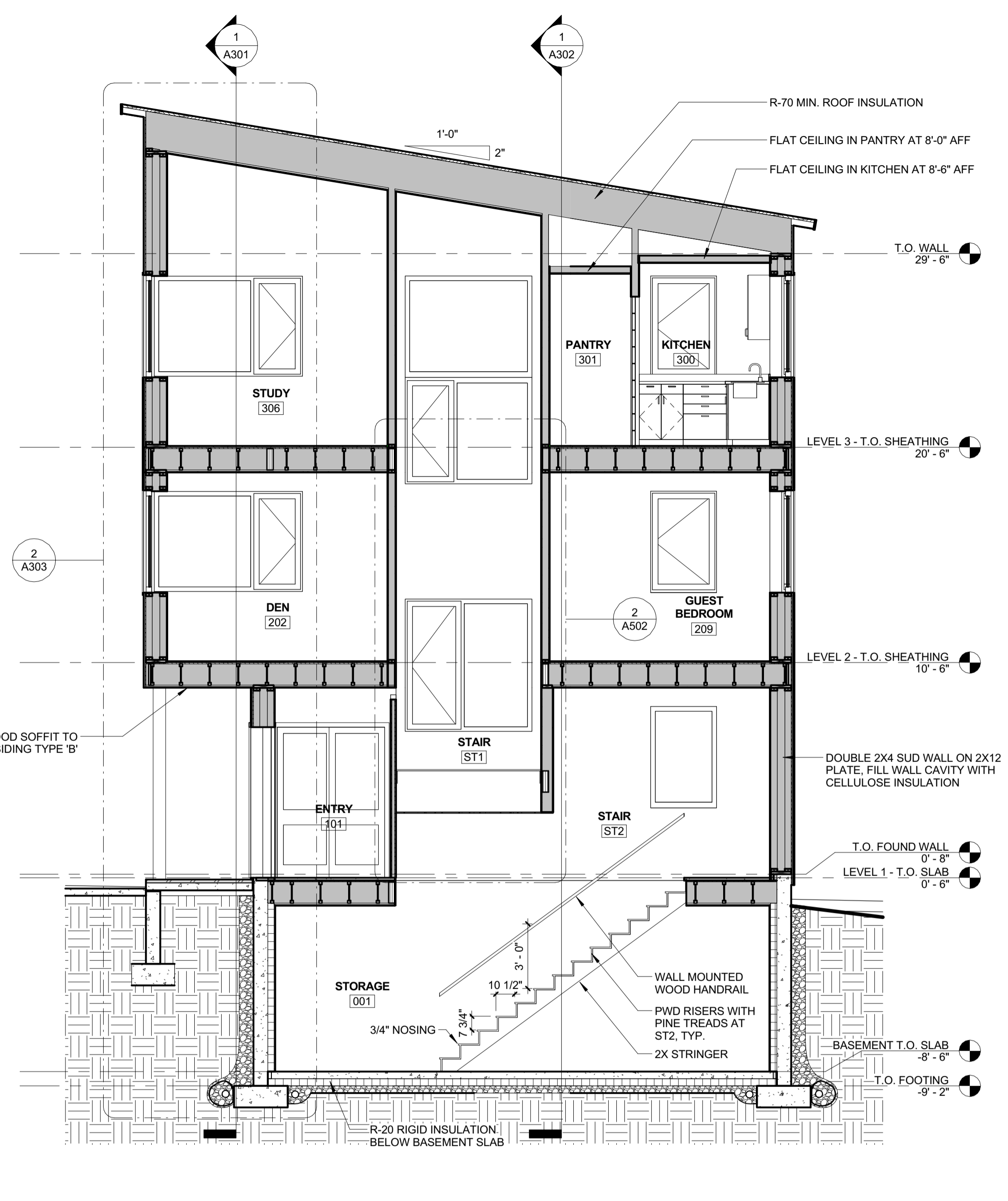


6 DETAIL - 2ND FLOOR EDGE

 1 1/2" = 1'-0"



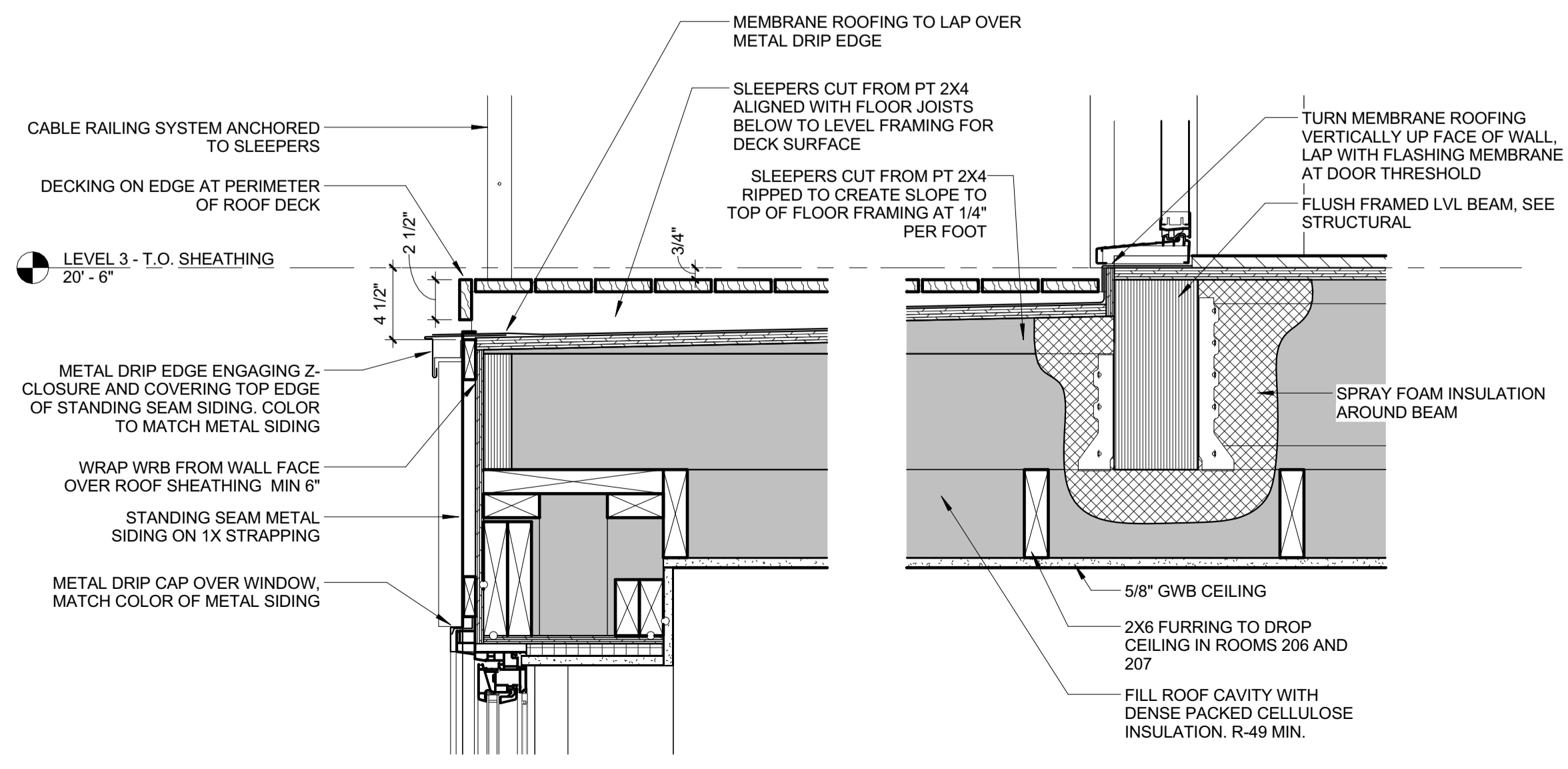
1 BUILDING SECTION - AT STAIR
1/4" = 1'-0"



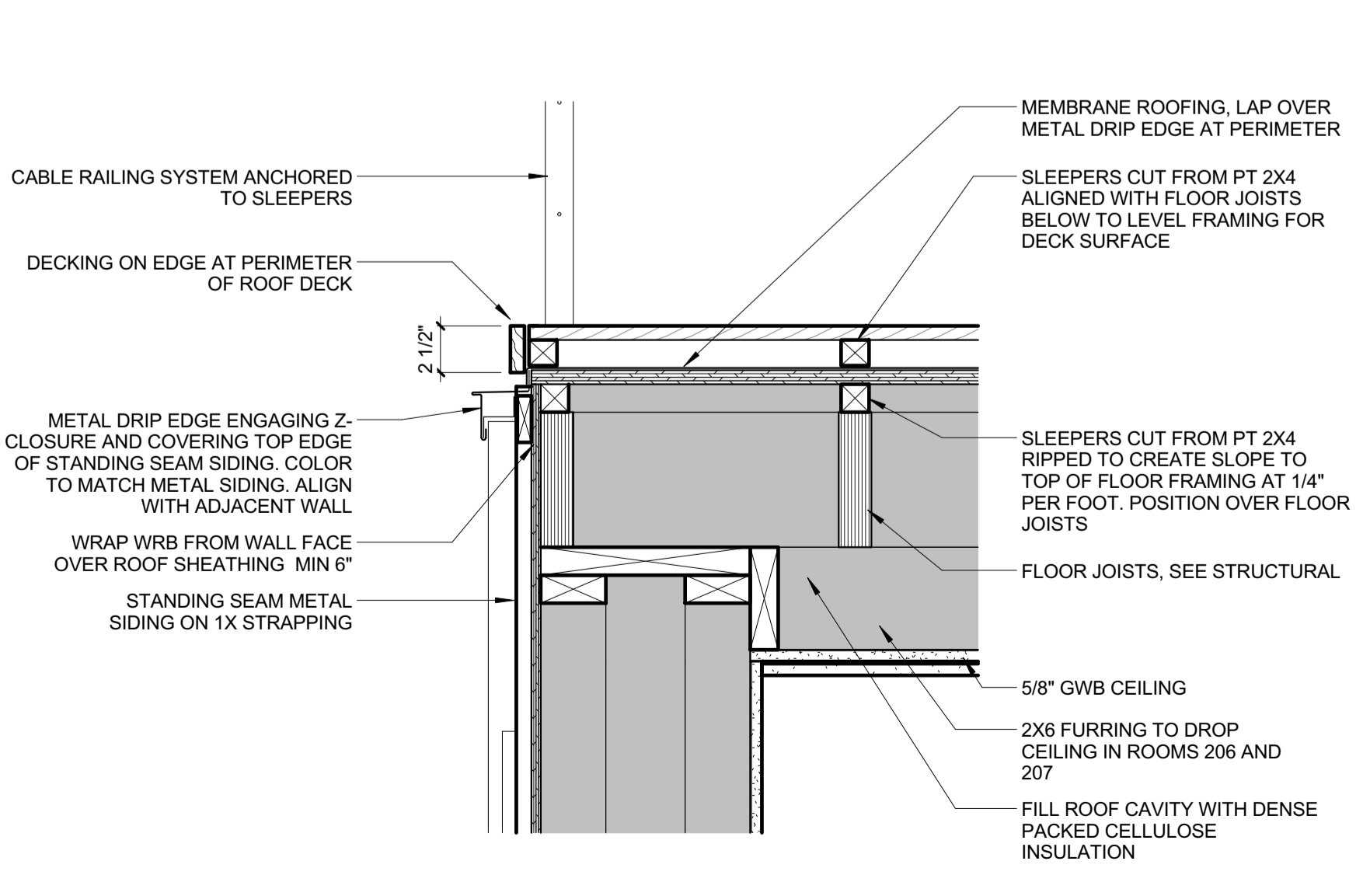
2 BUILDING SECTION - AT STAIR WELL
1/4" = 1'-0"

NOTES:

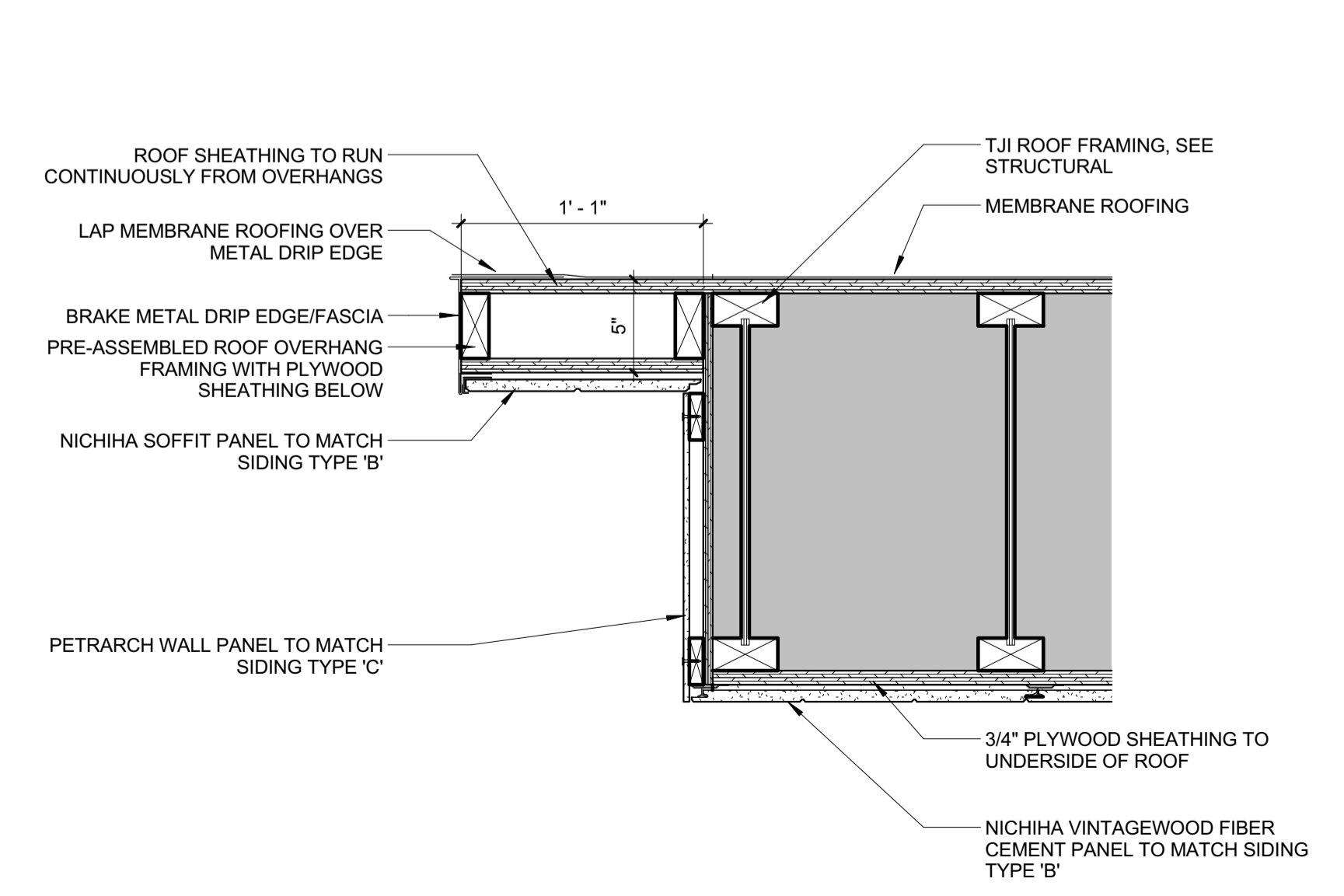
 FLOOR ELEVATION 0'-0" CORRESPONDS TO SURVEY ELEVATION 121'-0"



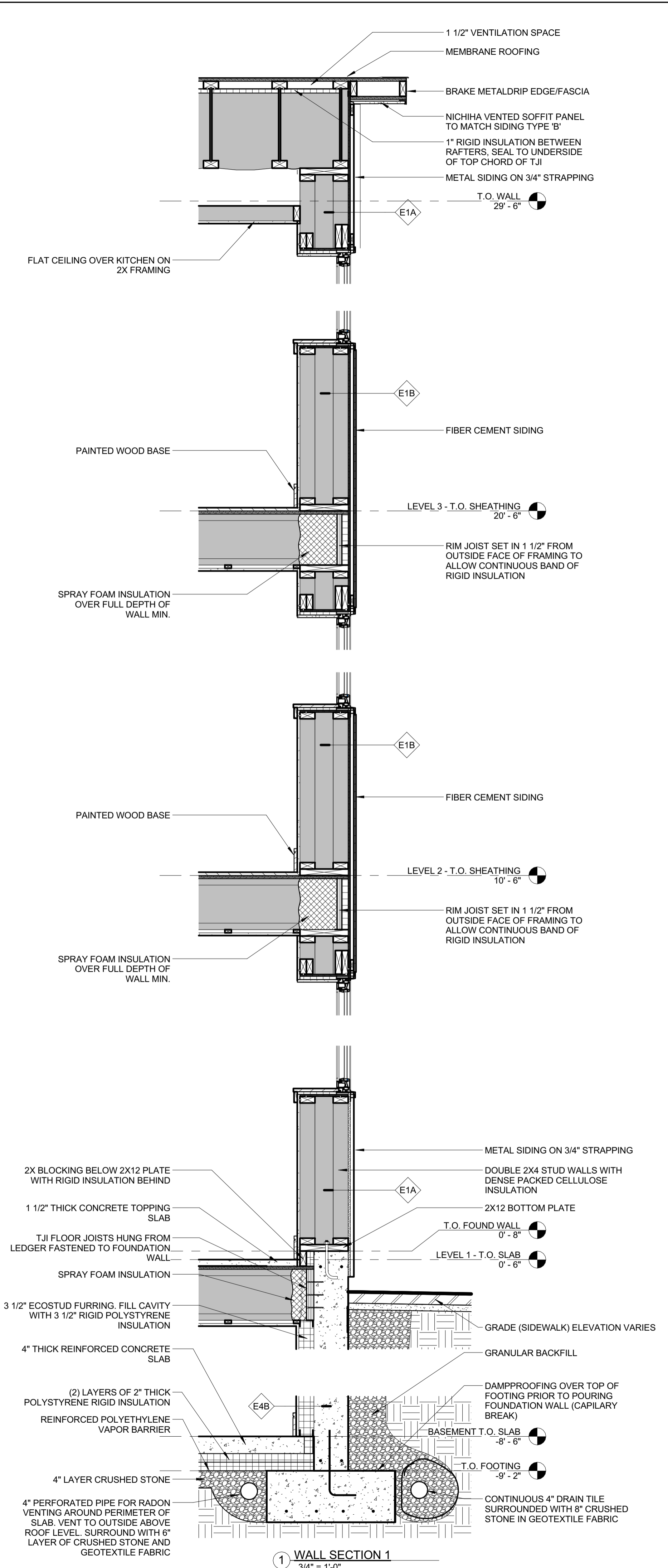
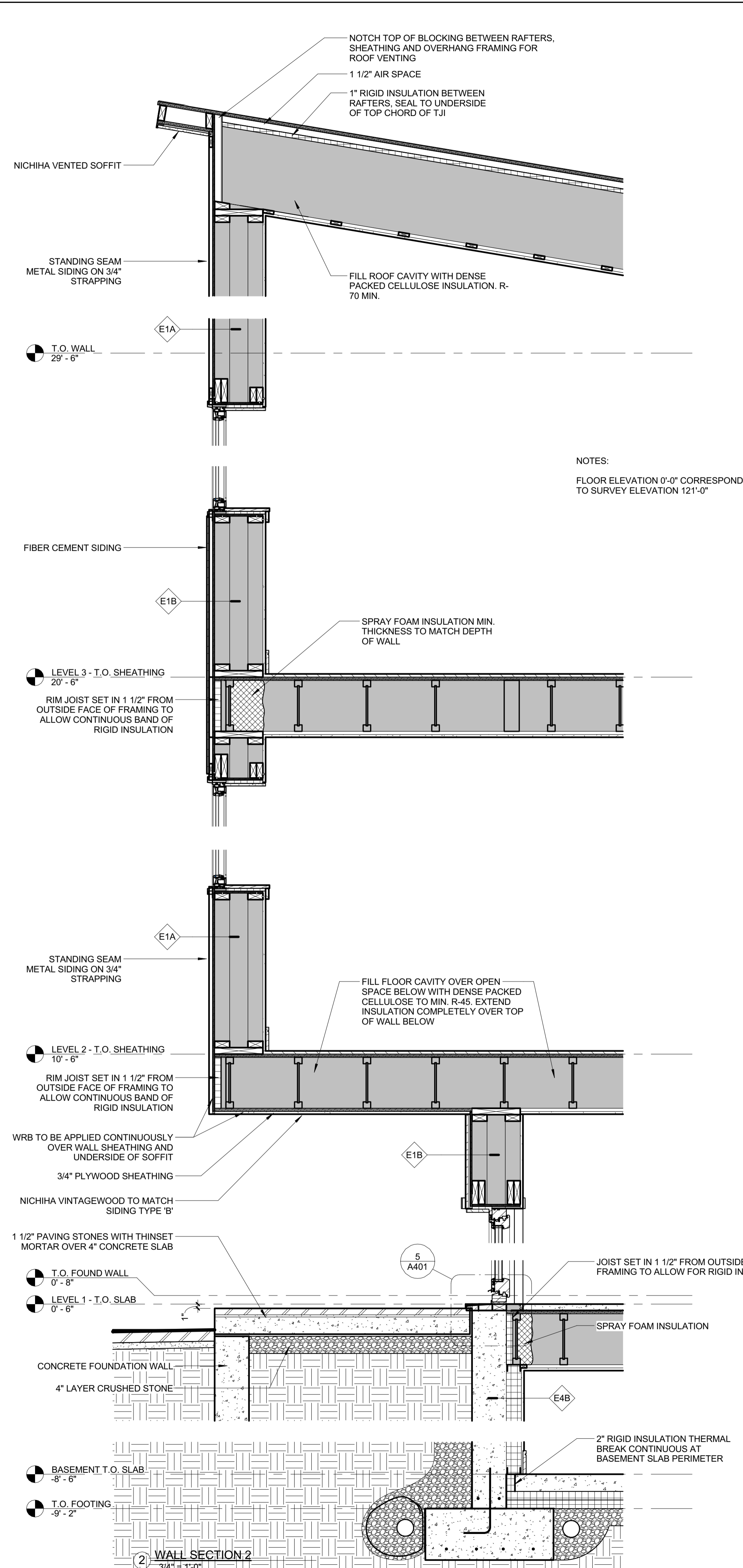
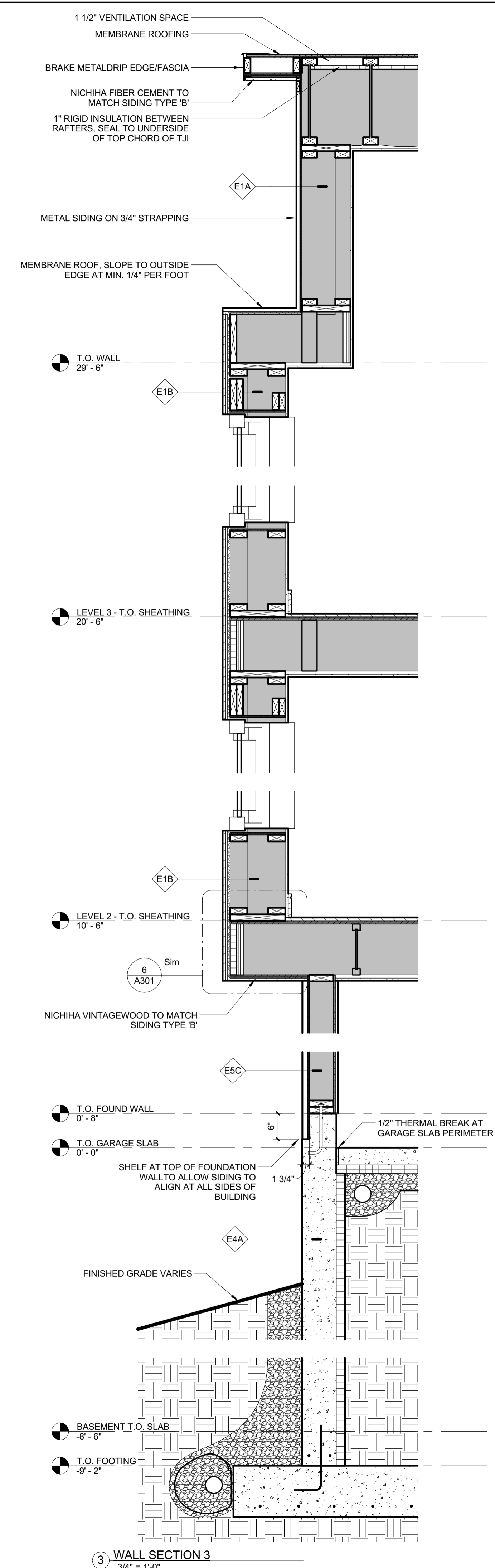
3 DETAIL - TERRACE FLOOR
1 1/2" = 1'-0"



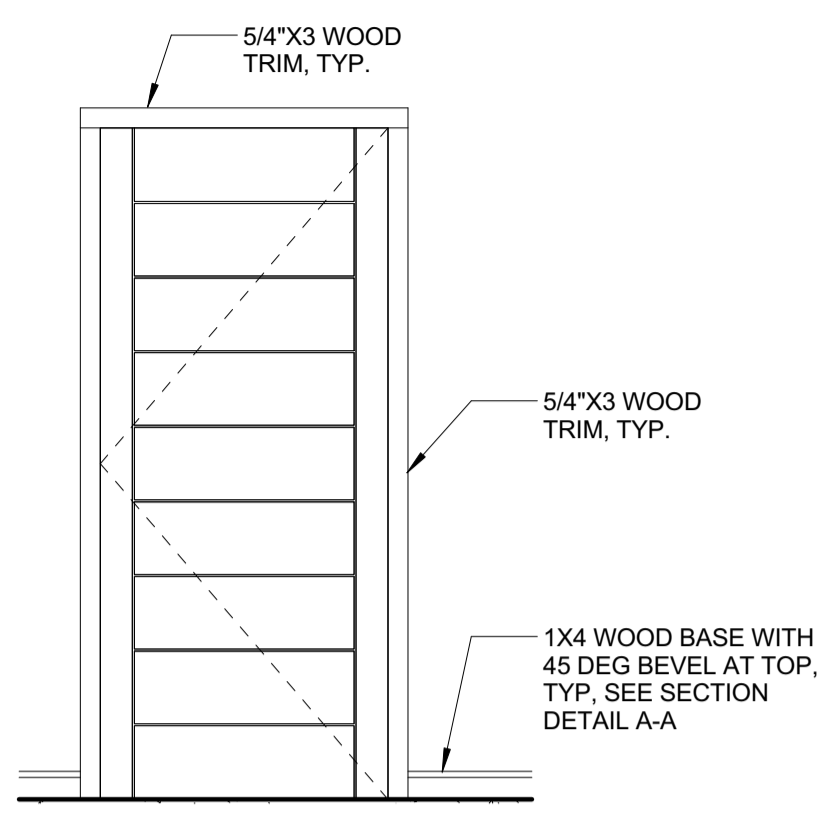
4 DETAIL - TERRACE EDGE
1 1/2" = 1'-0"



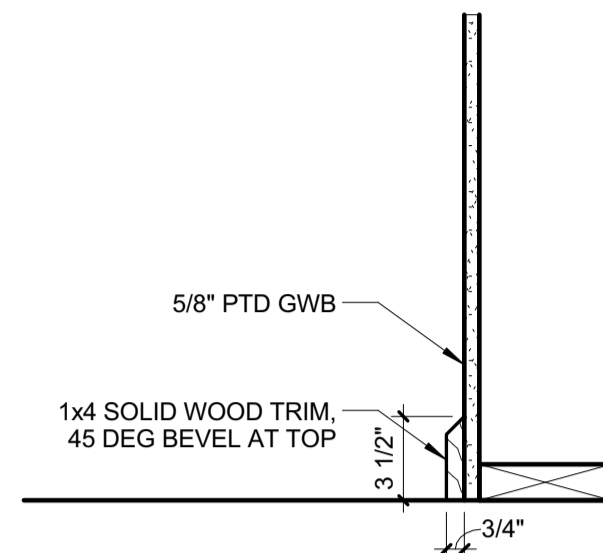
5 DETAIL - RAKE AT TERRACE
1 1/2" = 1'-0"



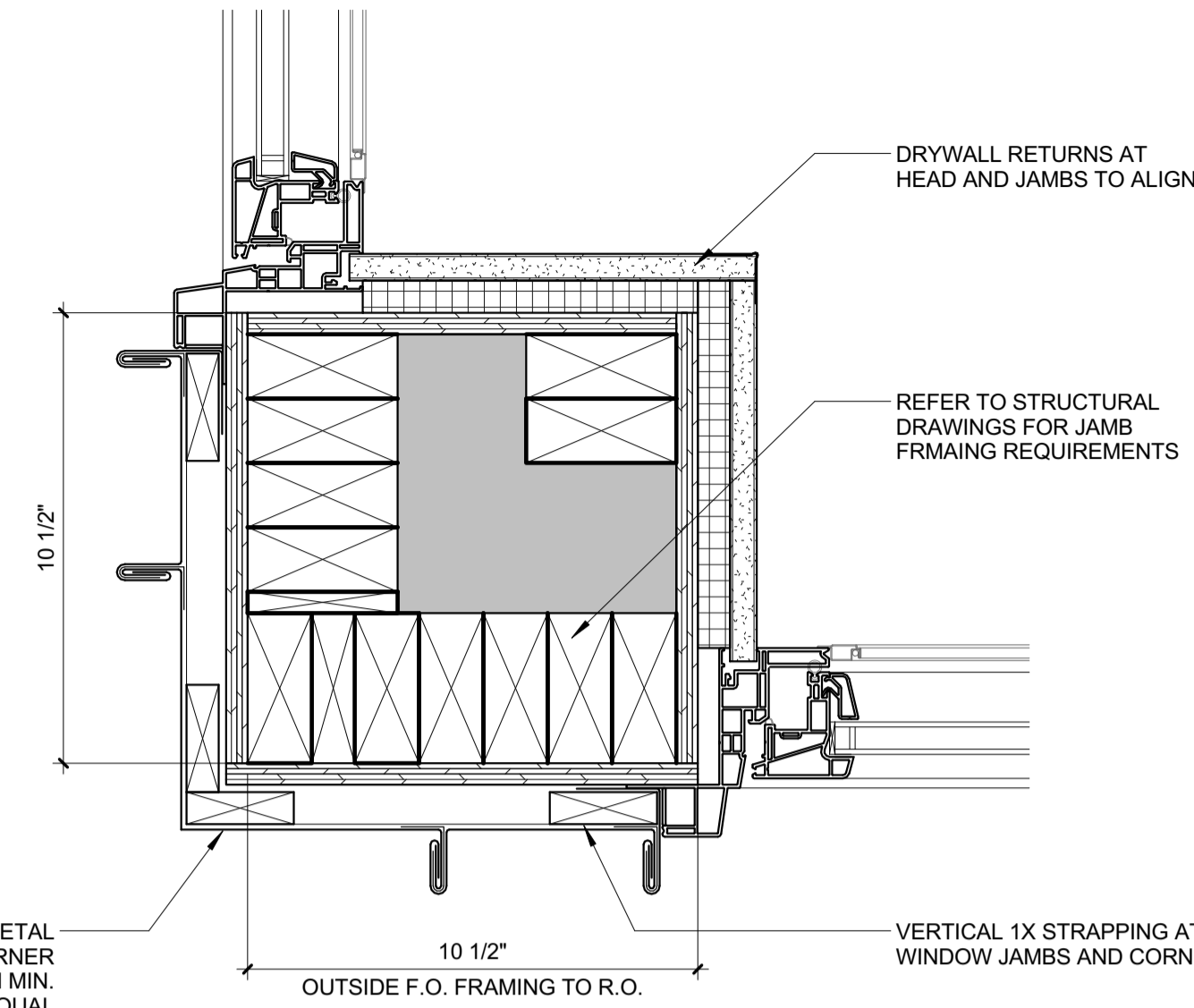
NOTES:
 FLOOR ELEVATION 0'-0" CORRESPONDS TO SURVEY ELEVATION 121'-0"



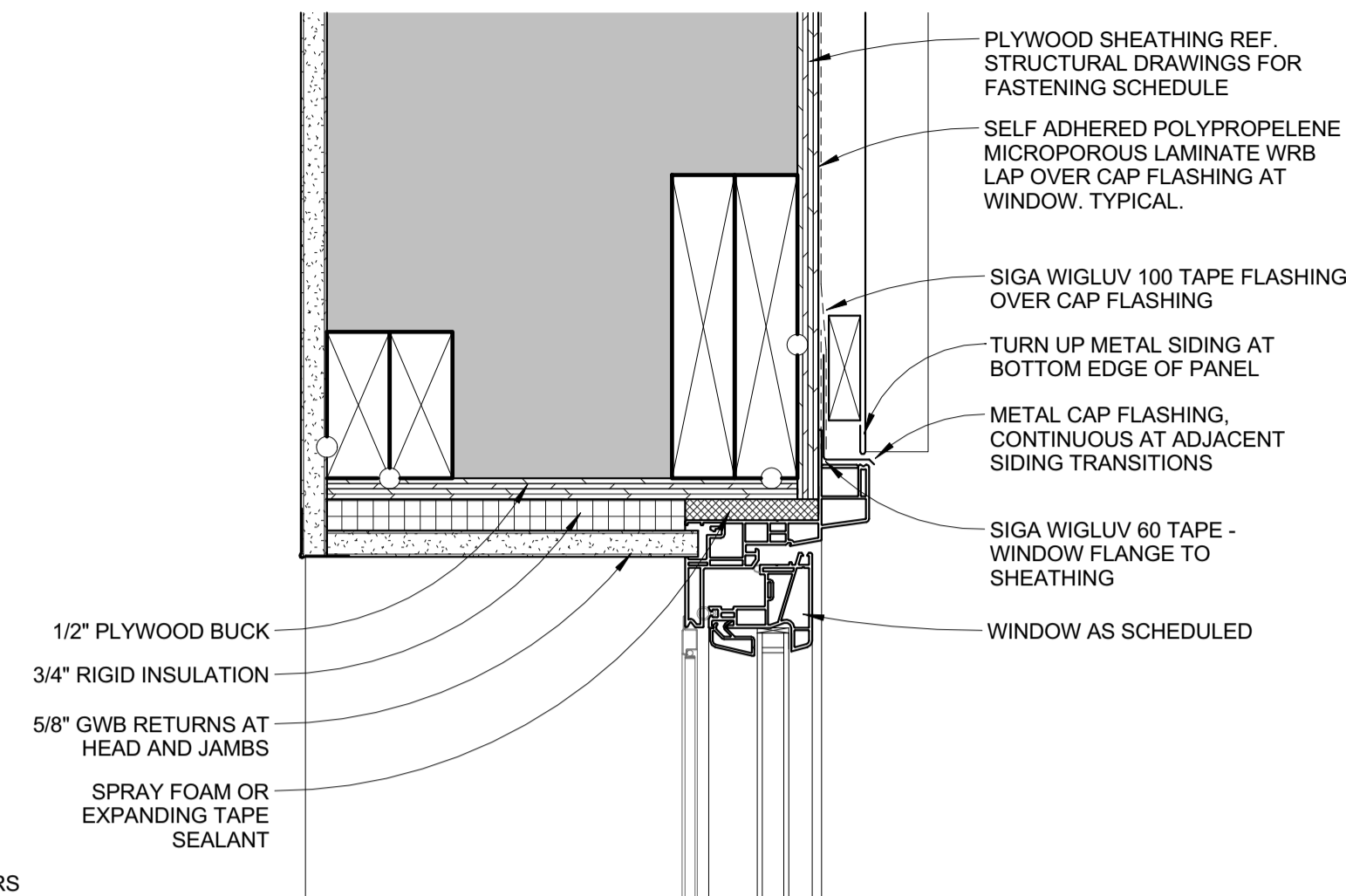
8 TYPICAL TRIM DETAILS
1/2" = 1'-0"



7 TYPICAL BASE DETAIL A-A
1 1/2" = 1'-0"

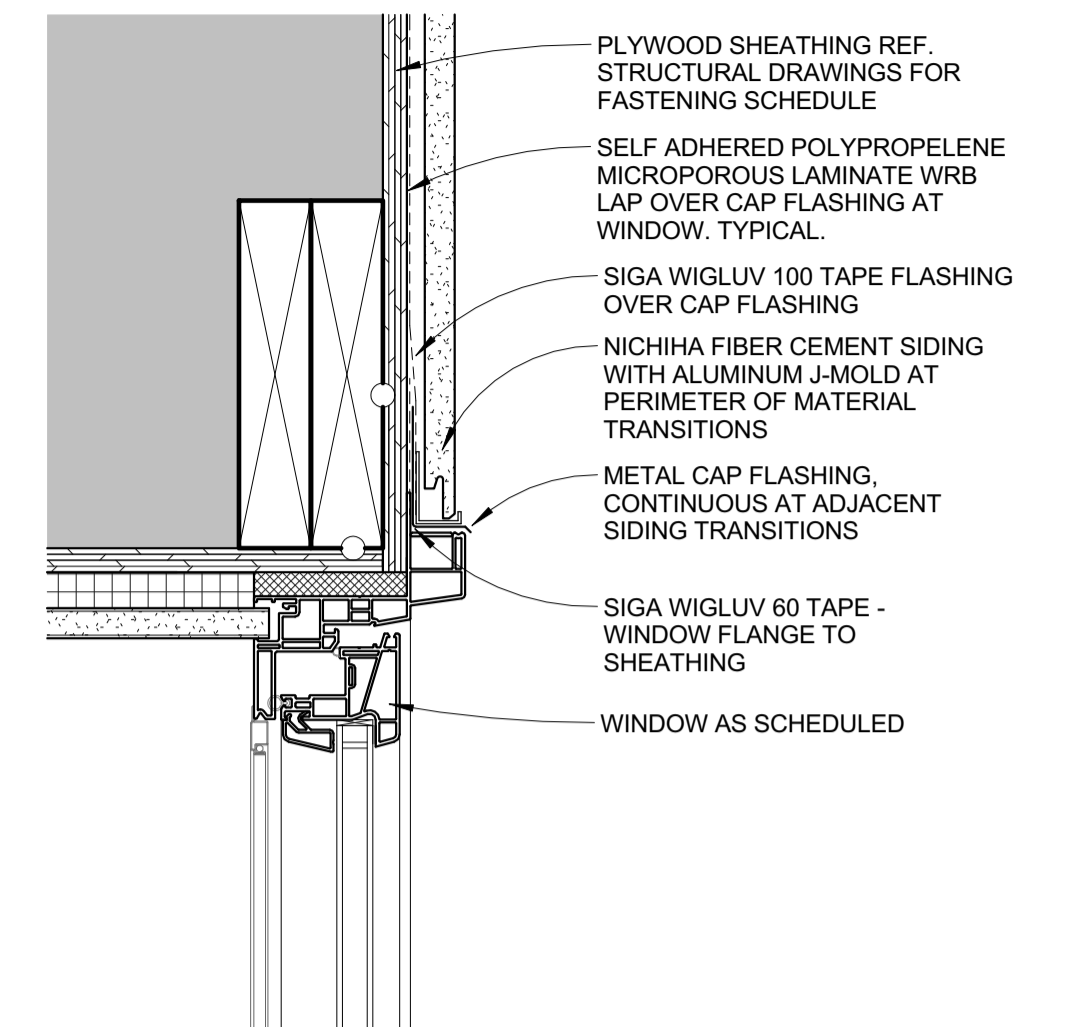


4 PLAN DETAIL AT CORNER WINDOW
3" = 1'-0"

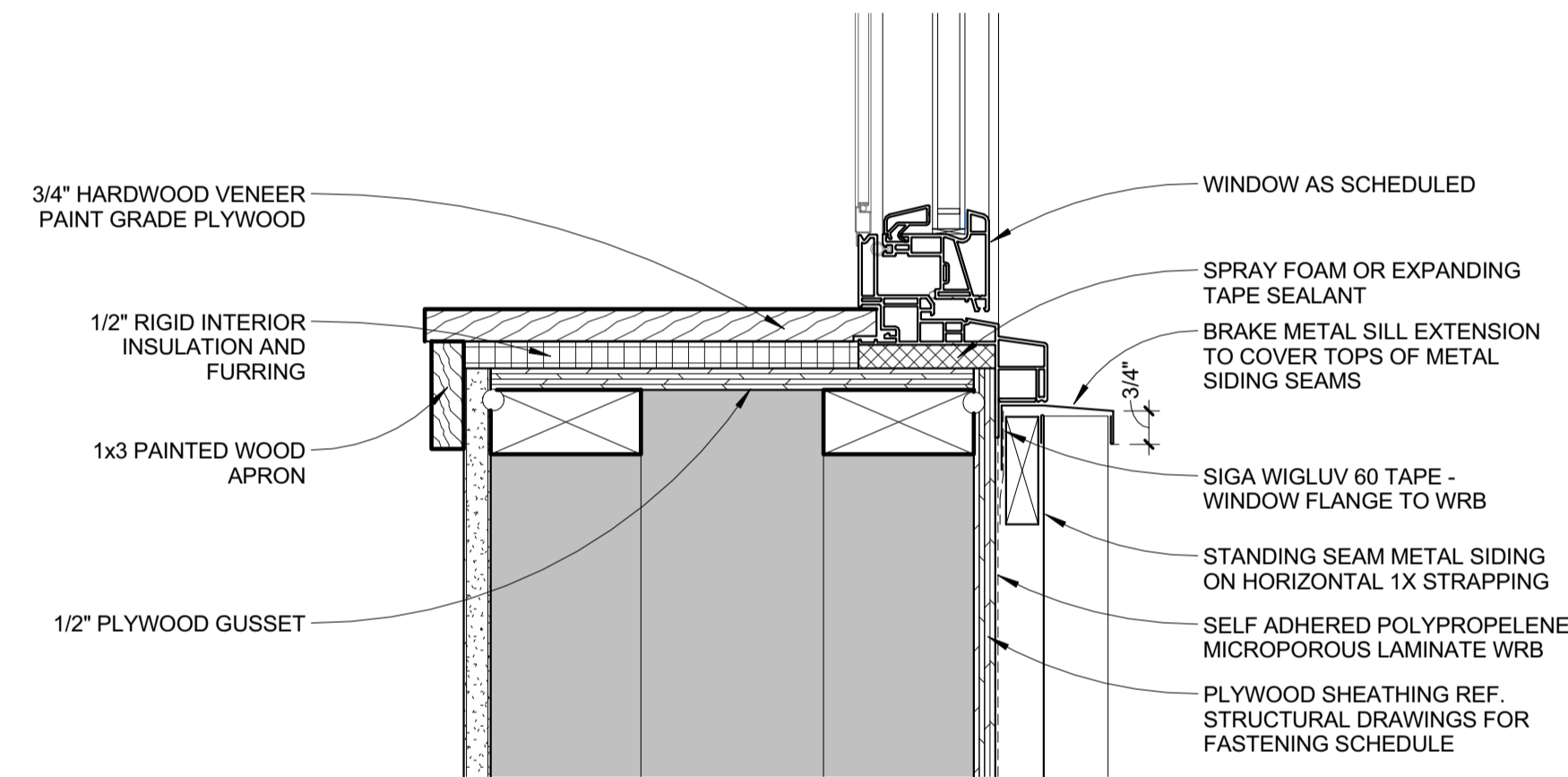


STANDING SEAM METAL SIDING

3 TYPICAL WINDOW HEAD
3" = 1'-0"

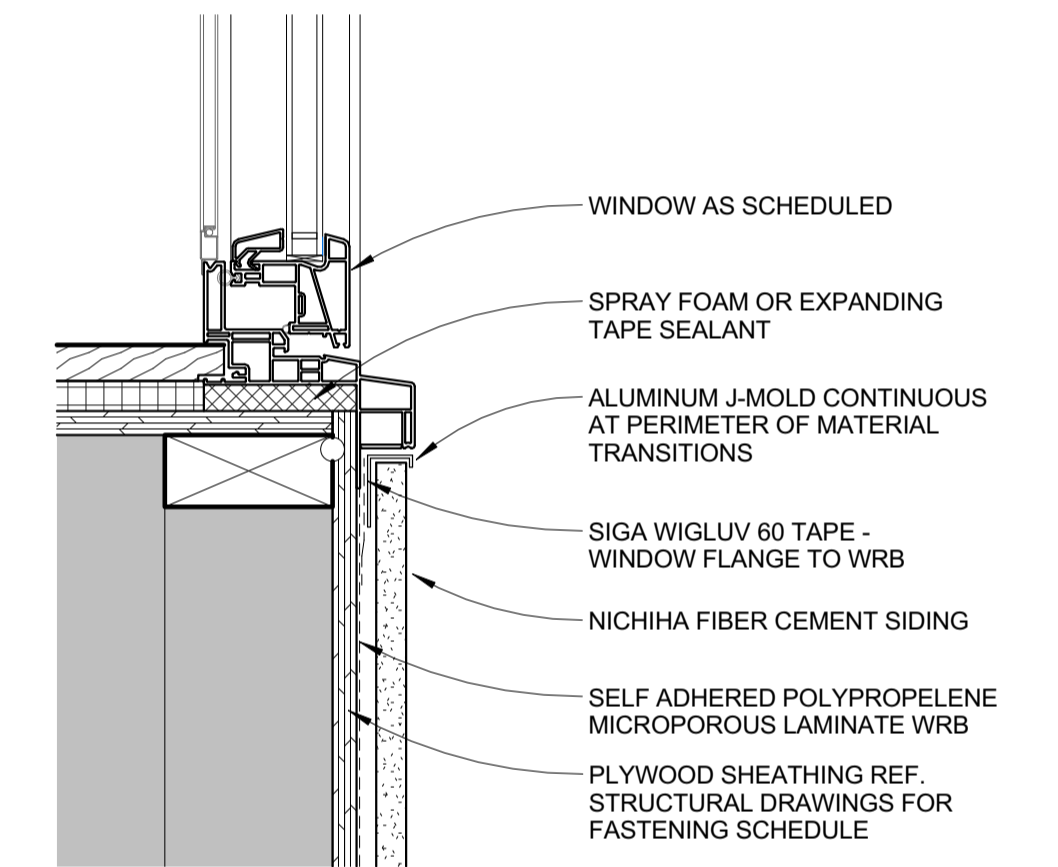


NICHIHA FIBER CEMENT SIDING

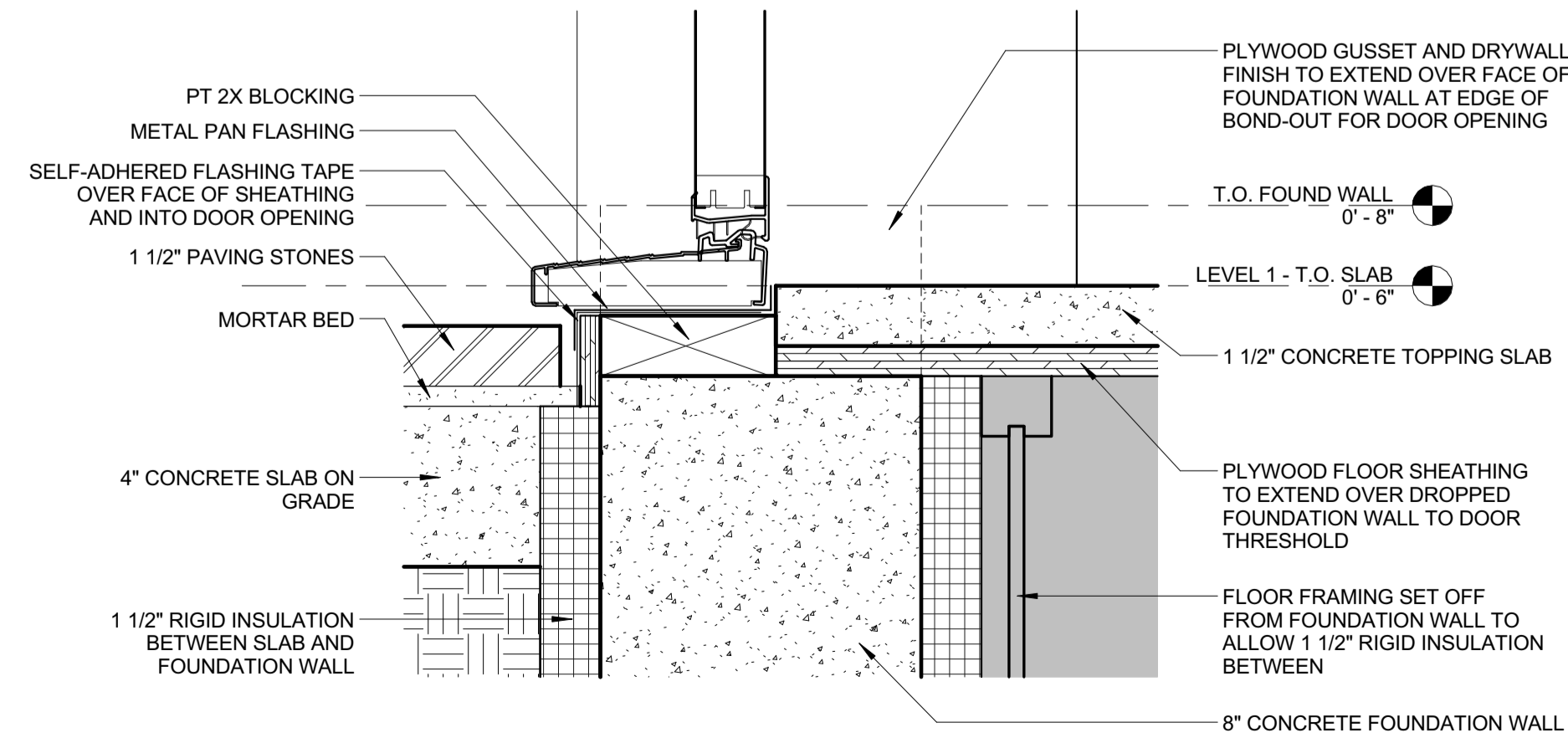


STANDING SEAM METAL SIDING

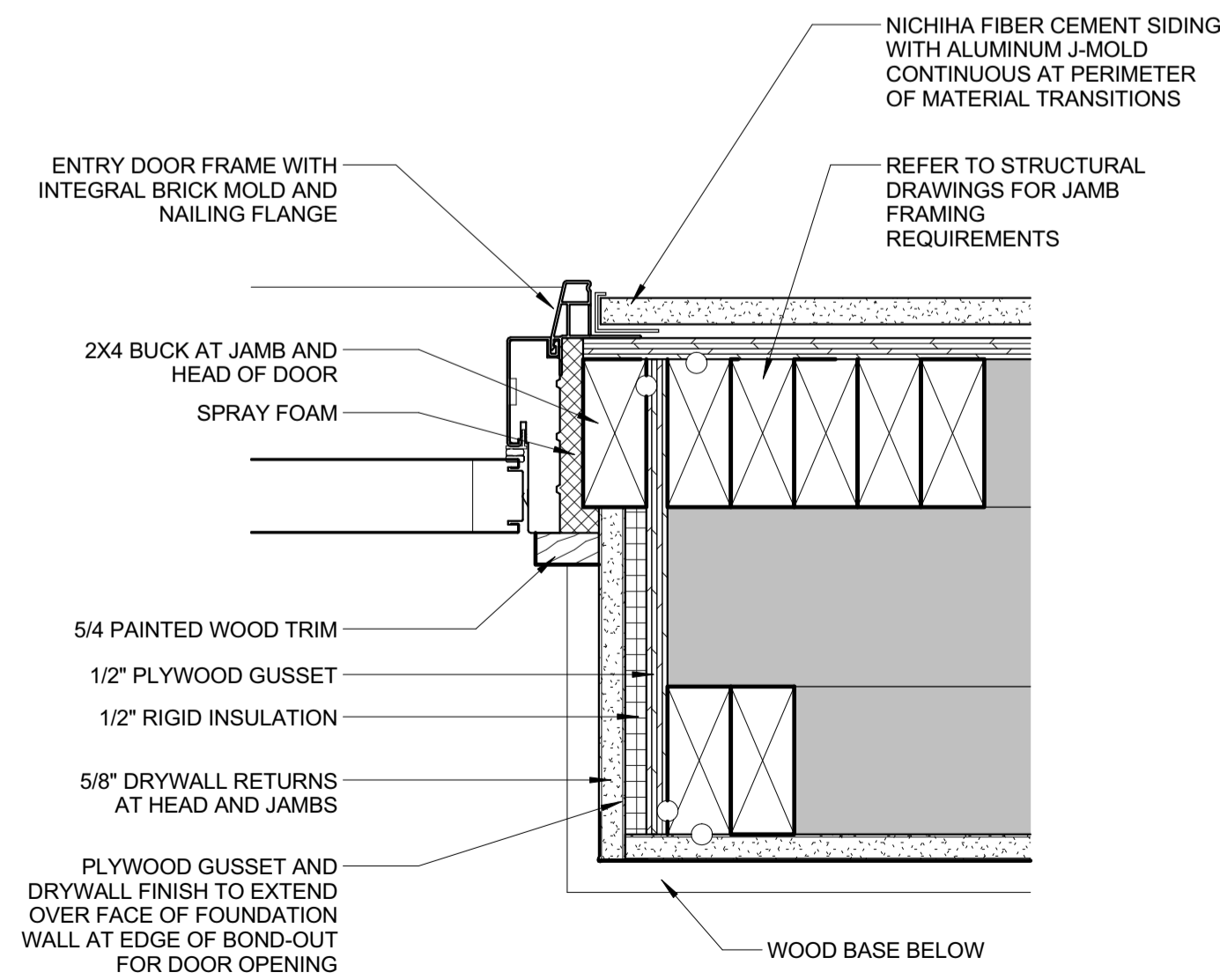
2 TYPICAL WINDOW SILL
3" = 1'-0"



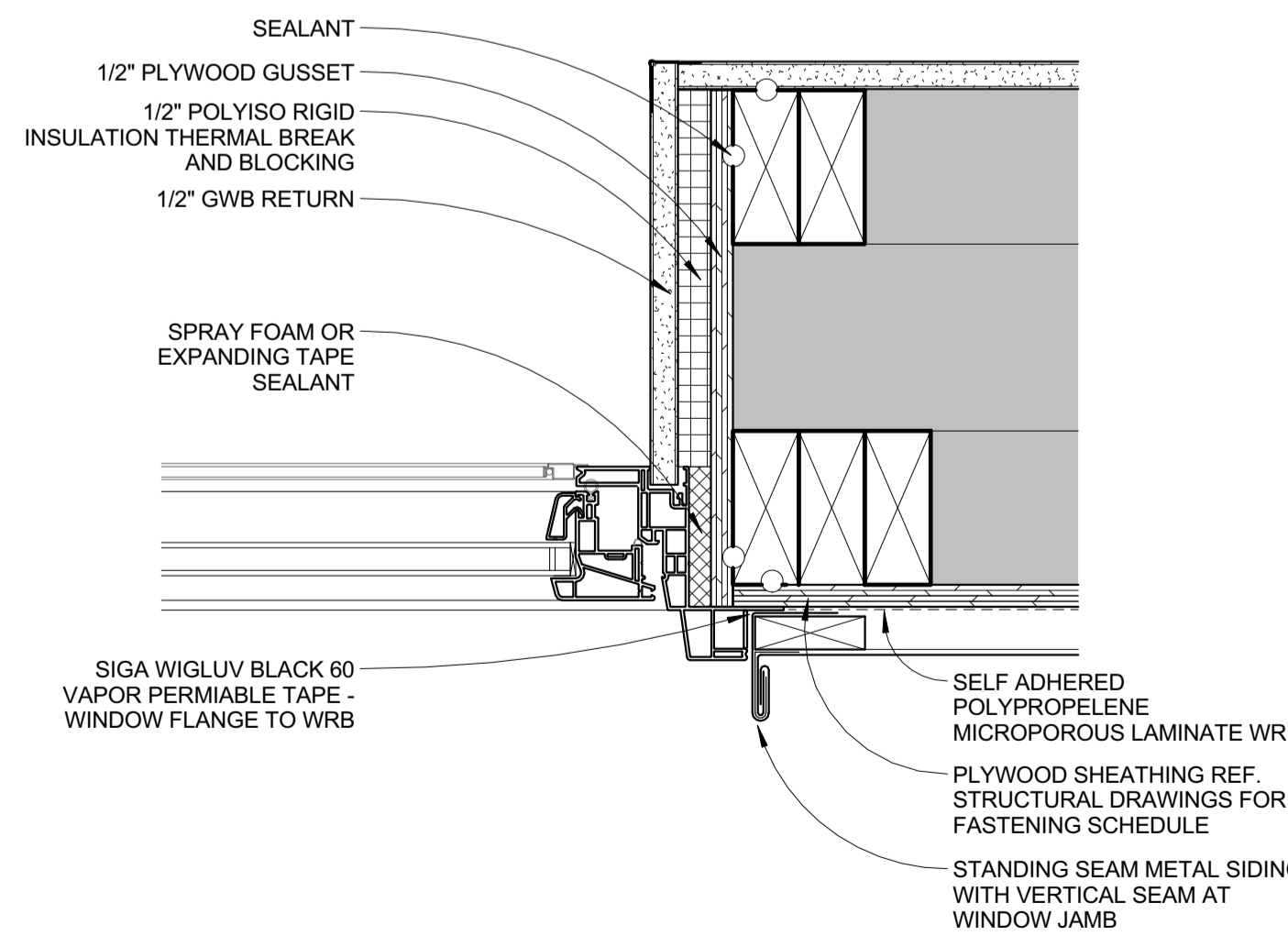
NICHIHA FIBER CEMENT SIDING



5 ENTRY DOOR 101A THRESHOLD
3" = 1'-0"

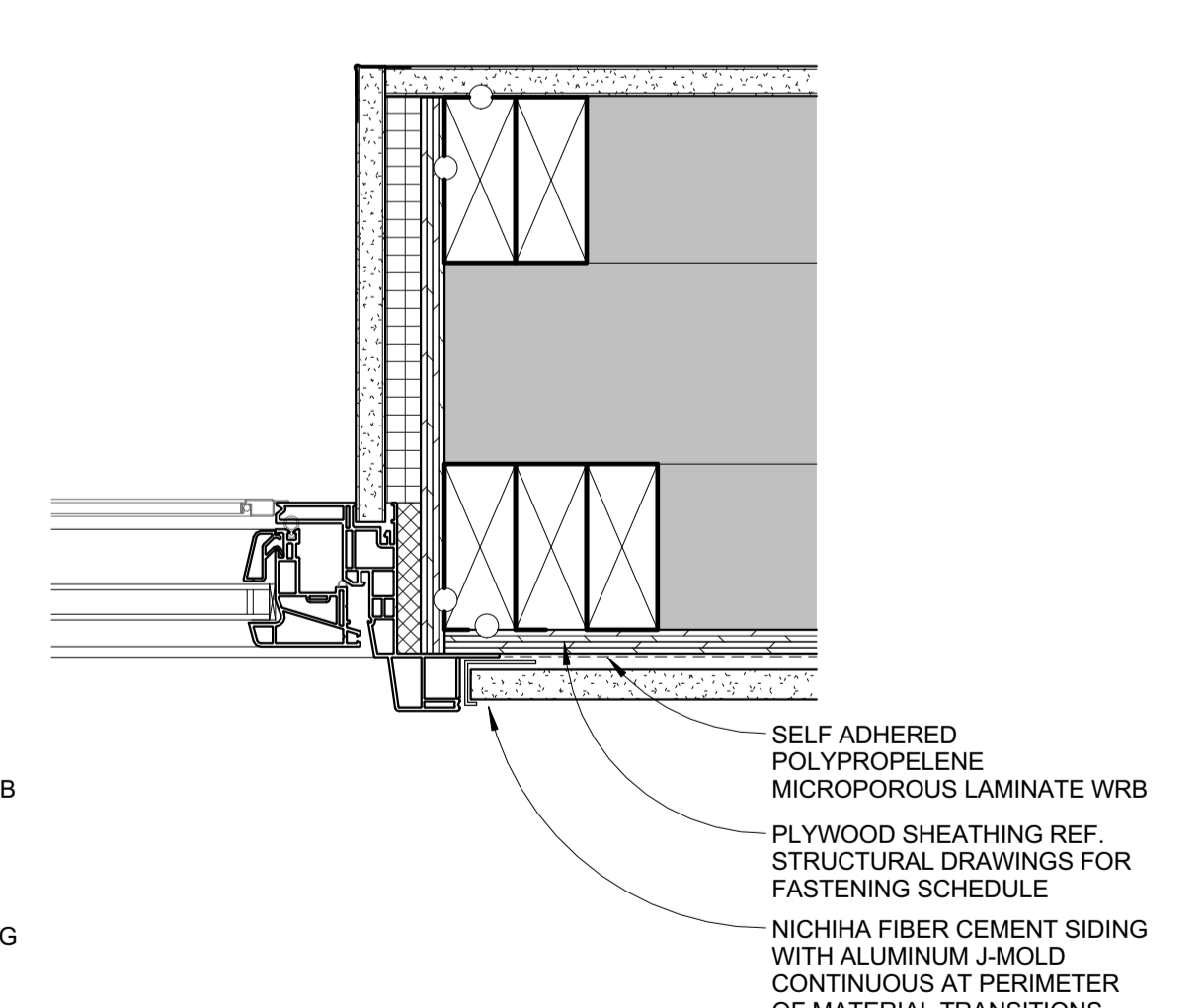


6 ENTRY DOOR 101A JAMB
3" = 1'-0"

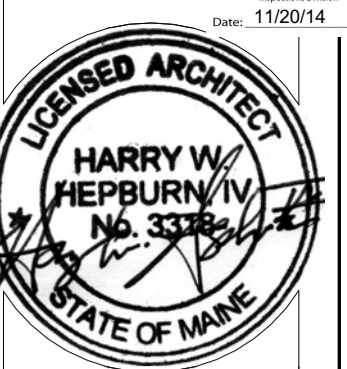


STANDING SEAM METAL SIDING

1 TYPICAL WINDOW JAMB
3" = 1'-0"



NICHIHA FIBER CEMENT SIDING



BOGG + KIEFNER RESIDENCE
100 SHERIDAN STREET, PORTLAND, MAINE

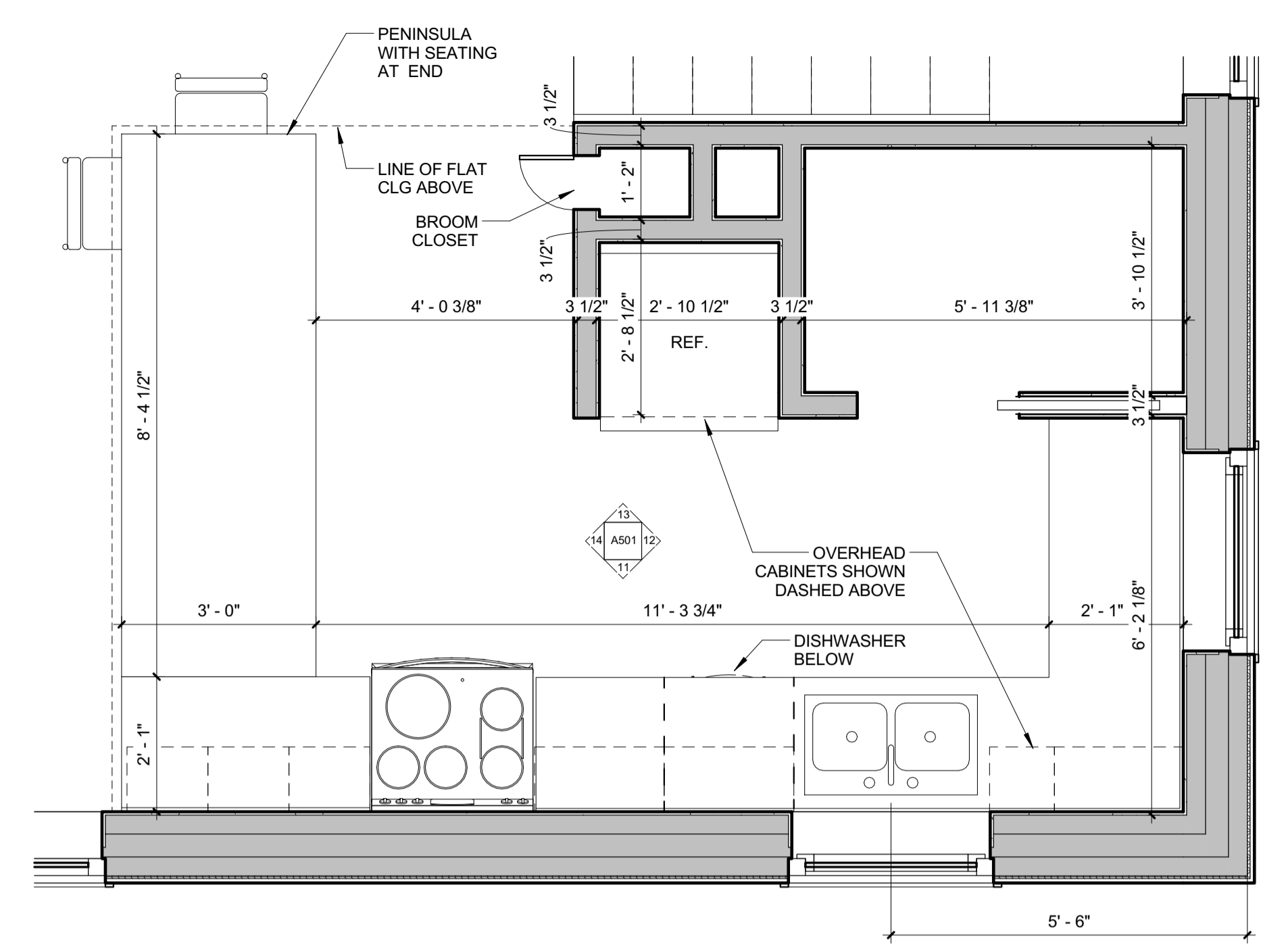


CONSULTANTS:

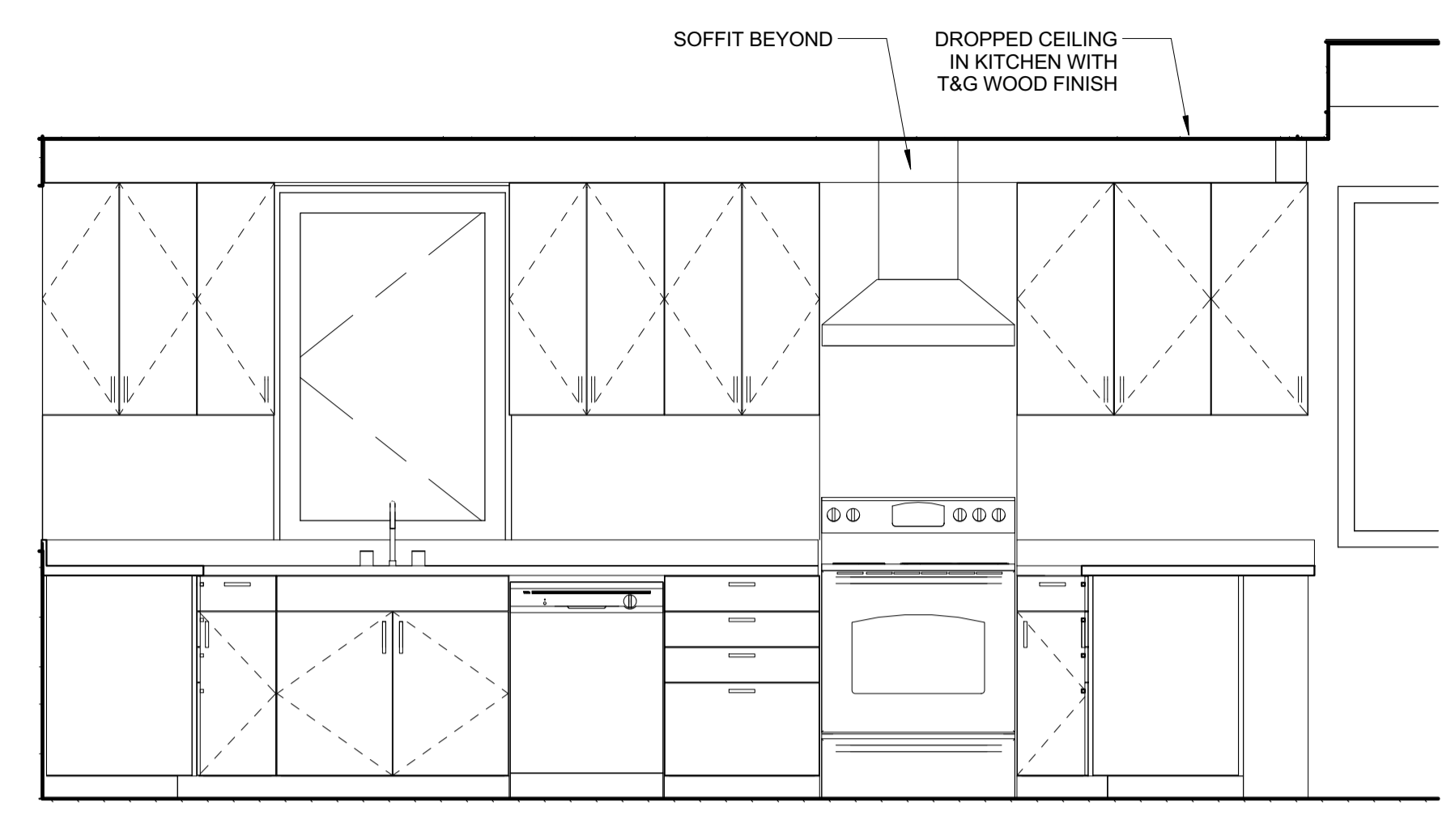
REVISIONS:

ISSUED: 09/30/14
PROJECT No: 1410
DRAWN BY: RHP
CHECKED BY: HWH
SHEET TITLE:
WINDOW & DOOR
DETAILS

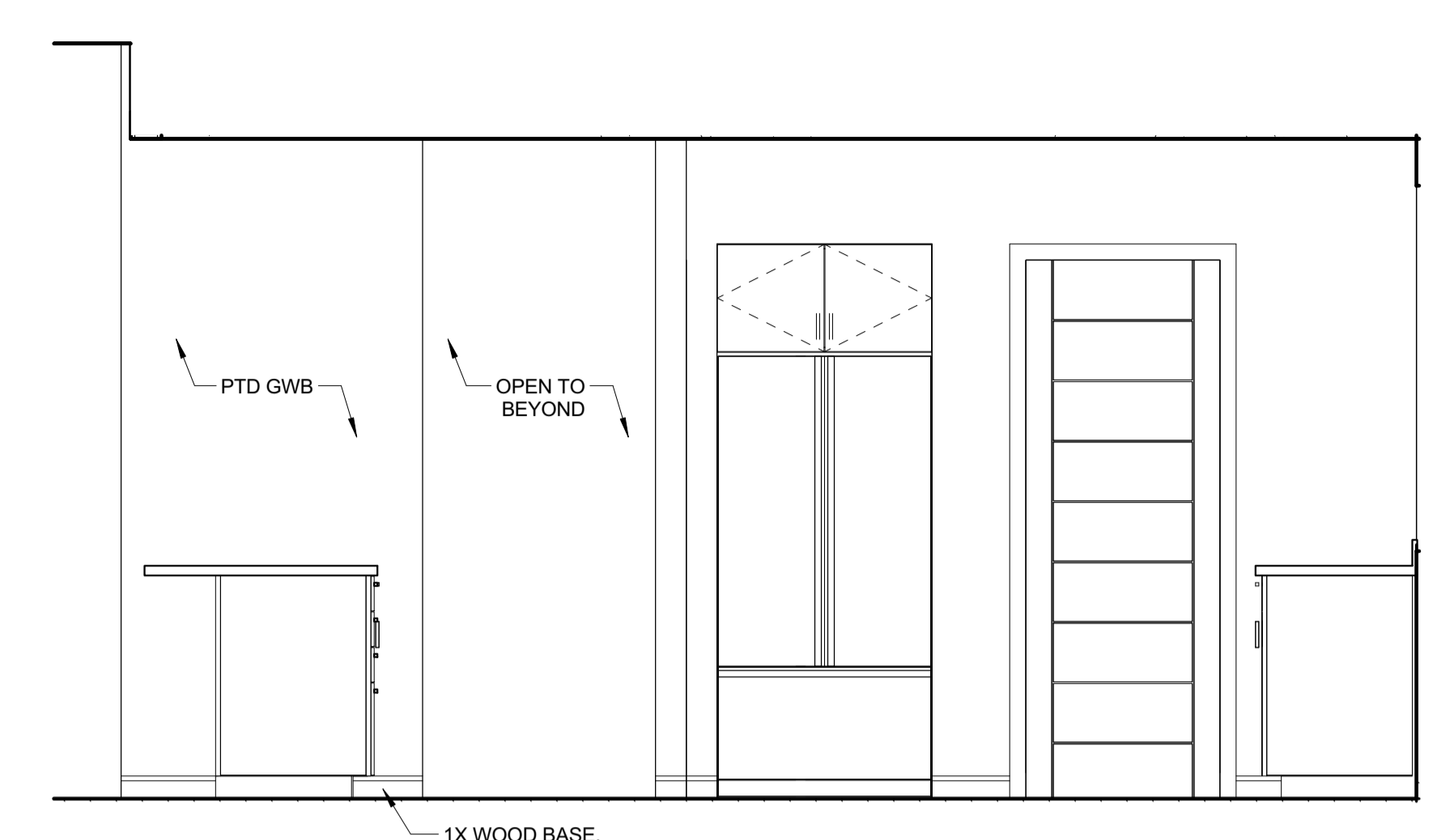
A401



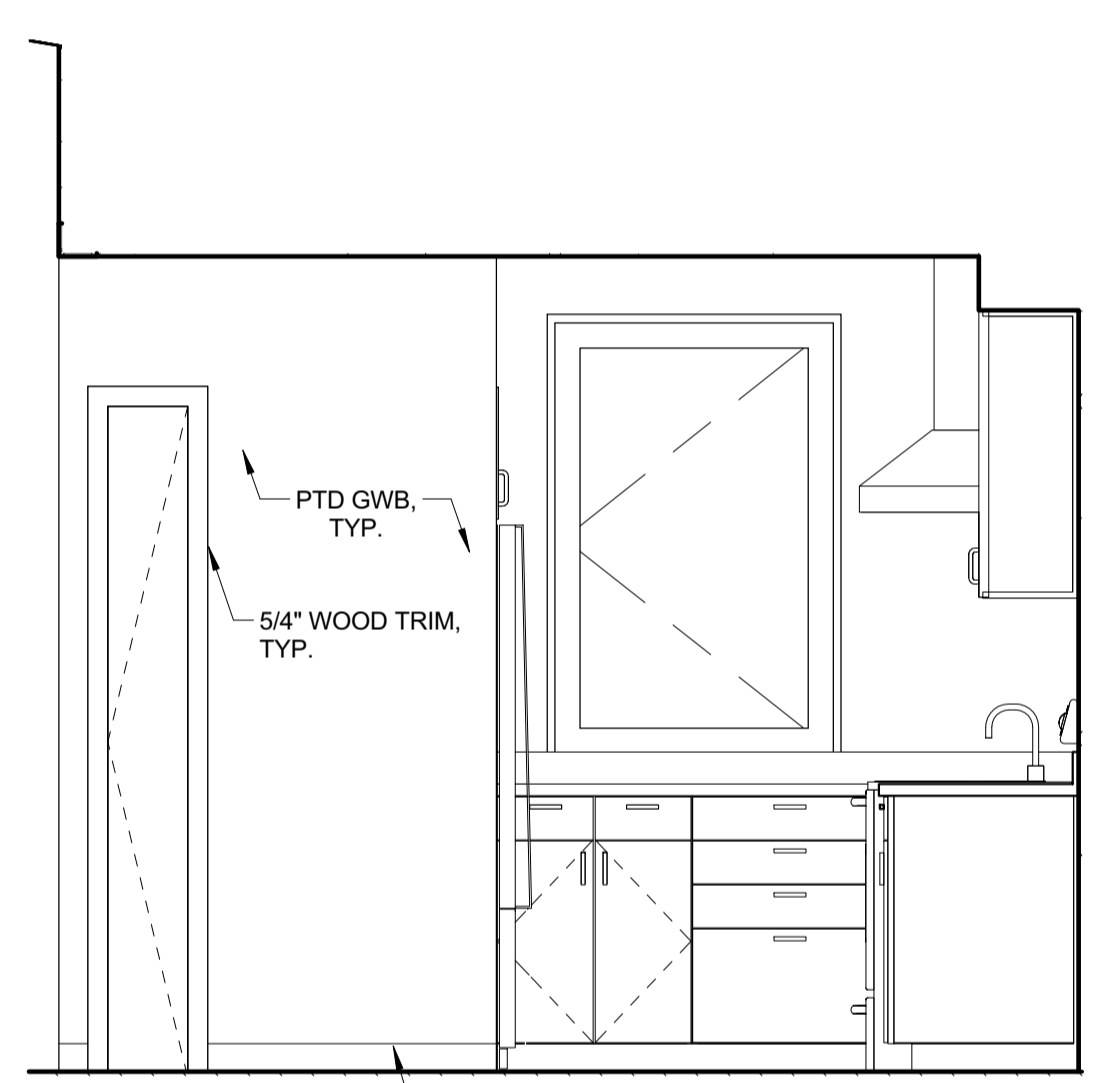
15 ENLARGED PLAN - KITCHEN
1/2" = 1'-0"



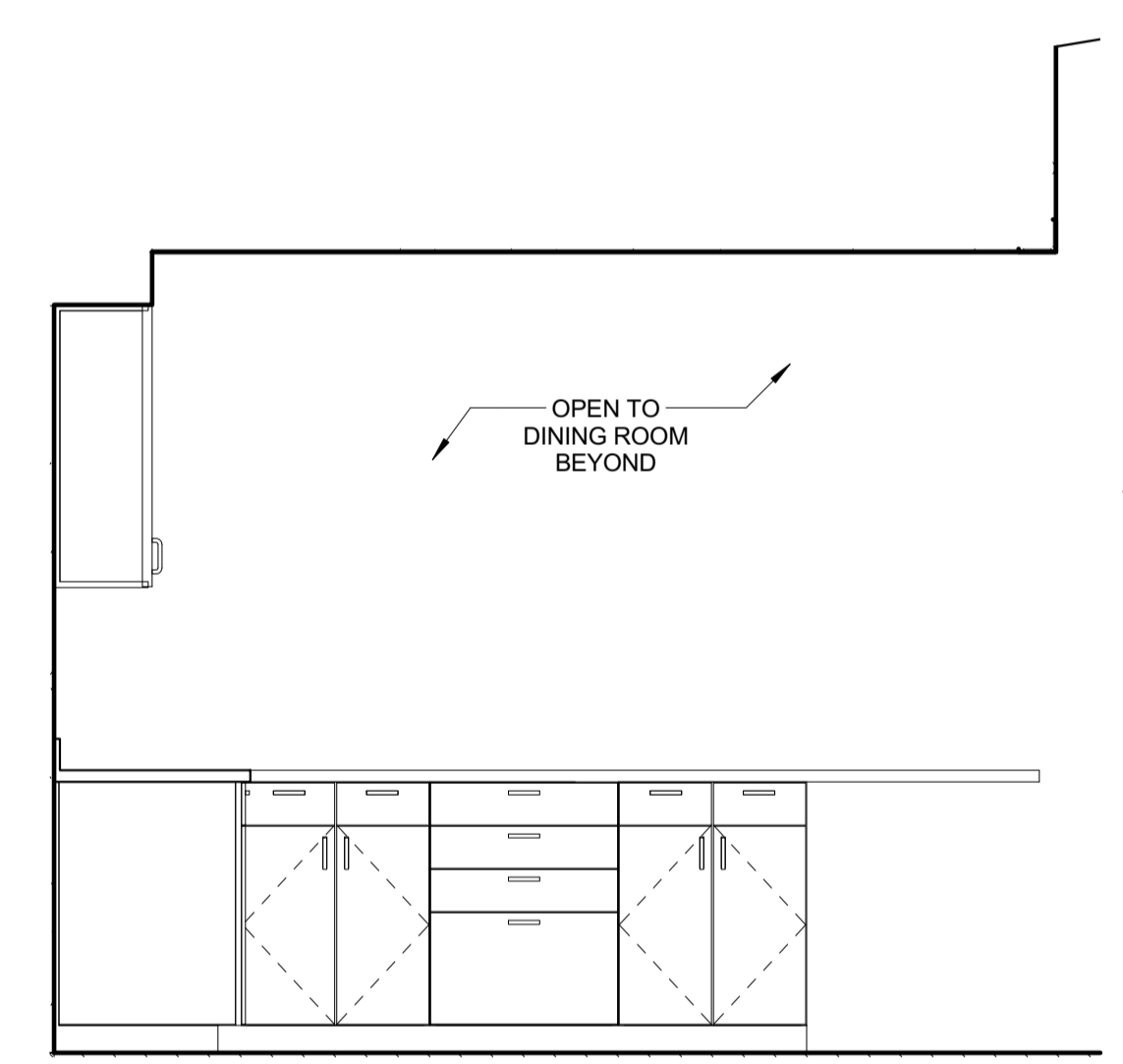
11 KITCHEN - SOUTH
1/2" = 1'-0"



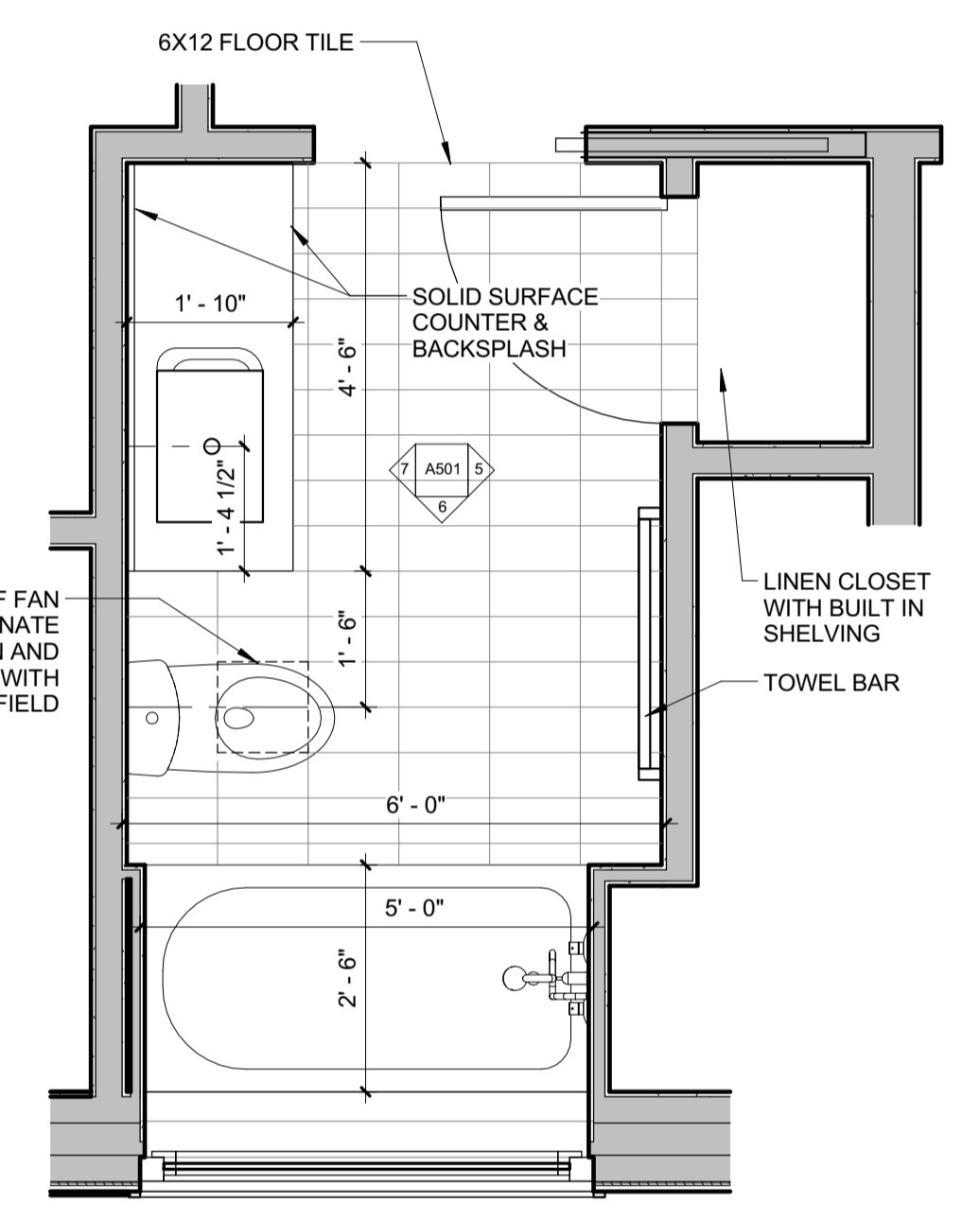
13 KITCHEN - NORTH
1/2" = 1'-0"



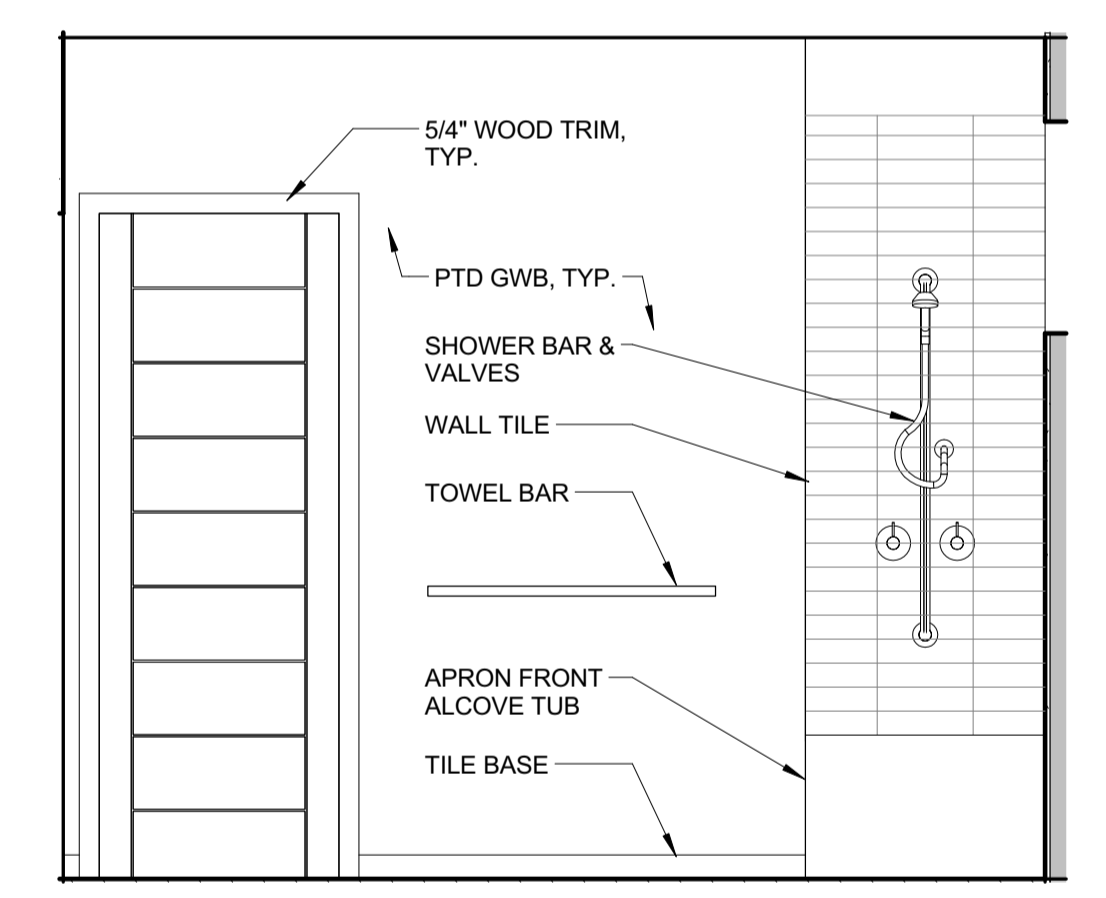
12 KITCHEN - EAST
1/2" = 1'-0"



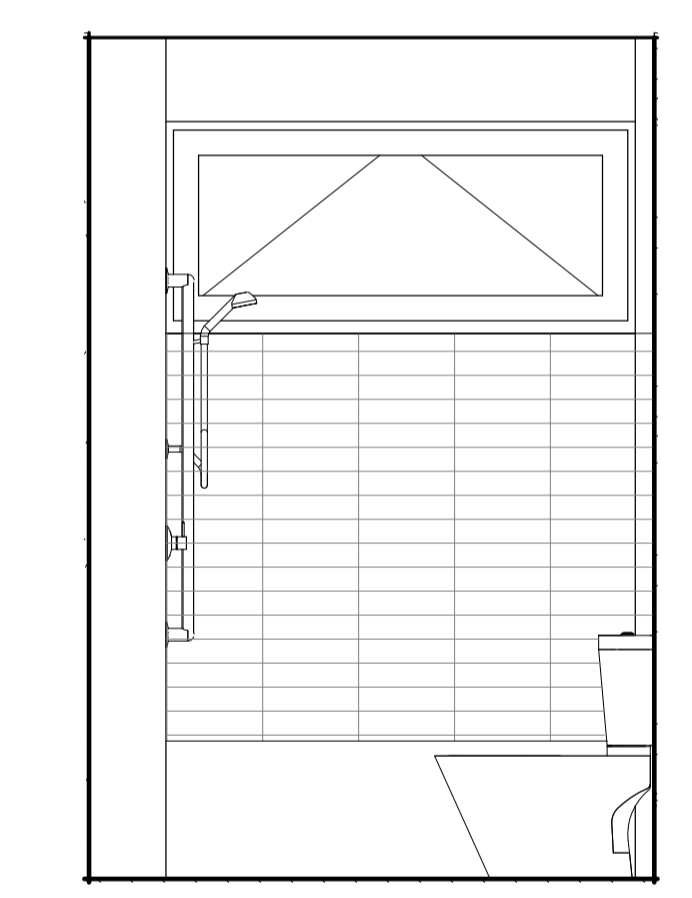
14 KITCHEN - WEST
1/2" = 1'-0"



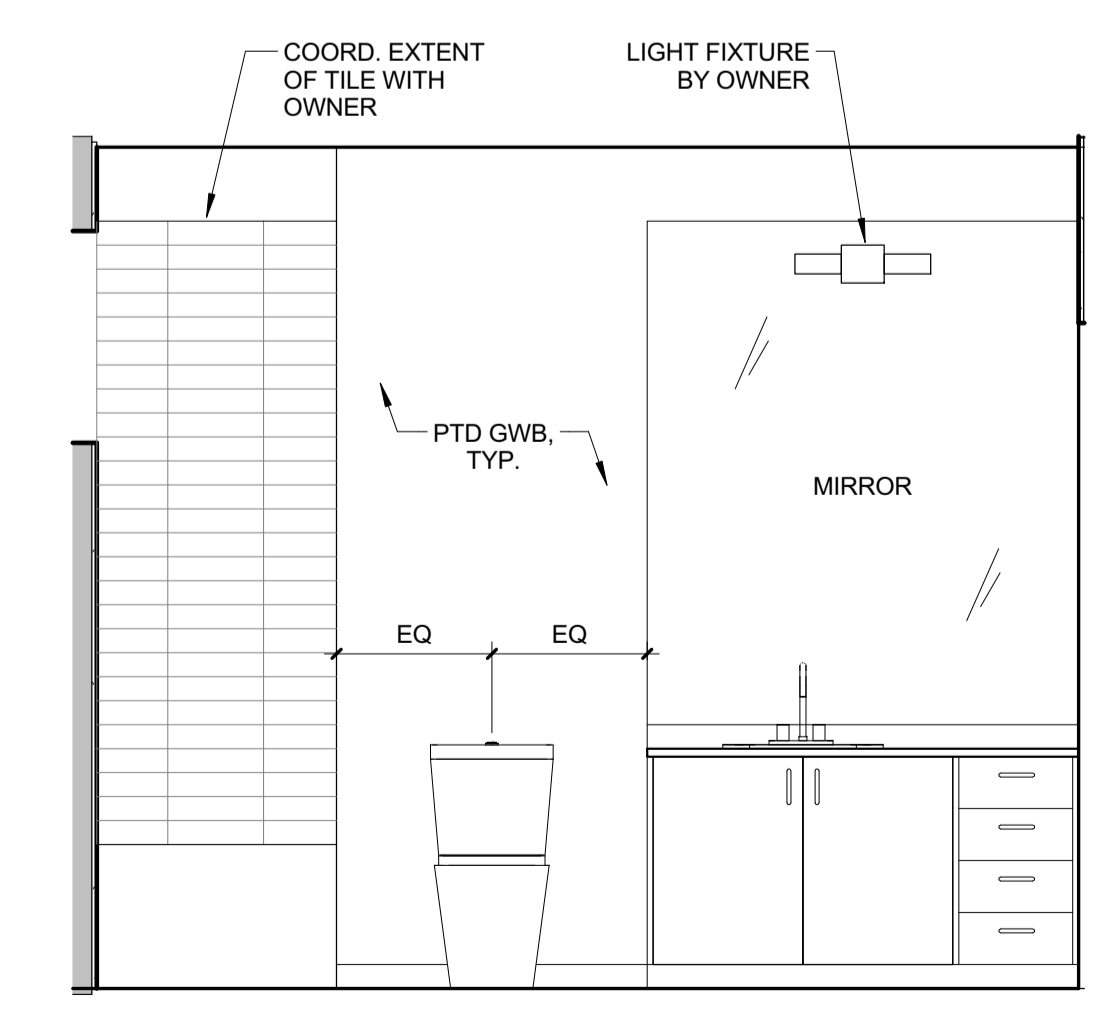
17 ENLARGED PLAN - GUEST BATHROOM
1/2" = 1'-0"



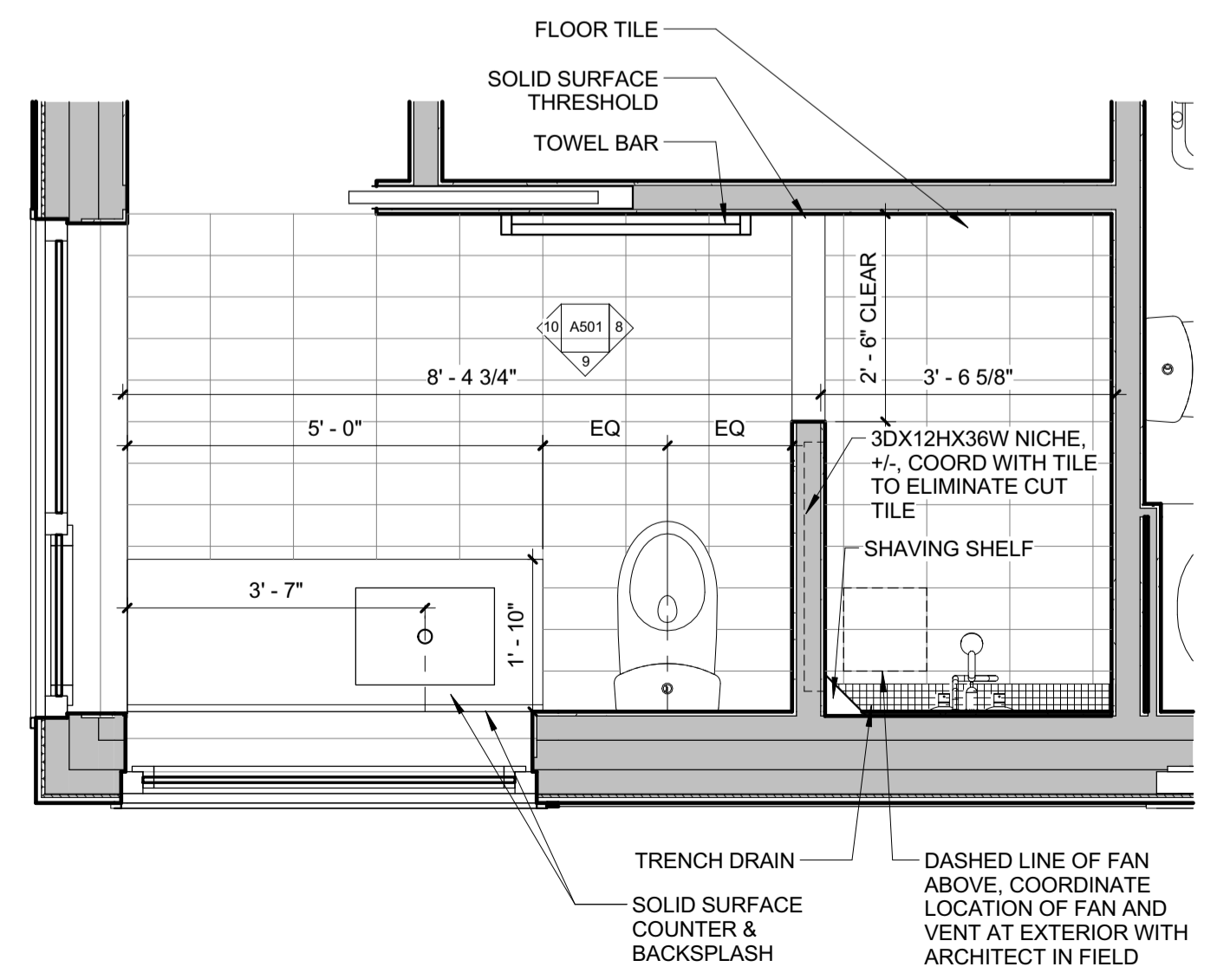
5 GUEST BATH - EAST
1/2" = 1'-0"



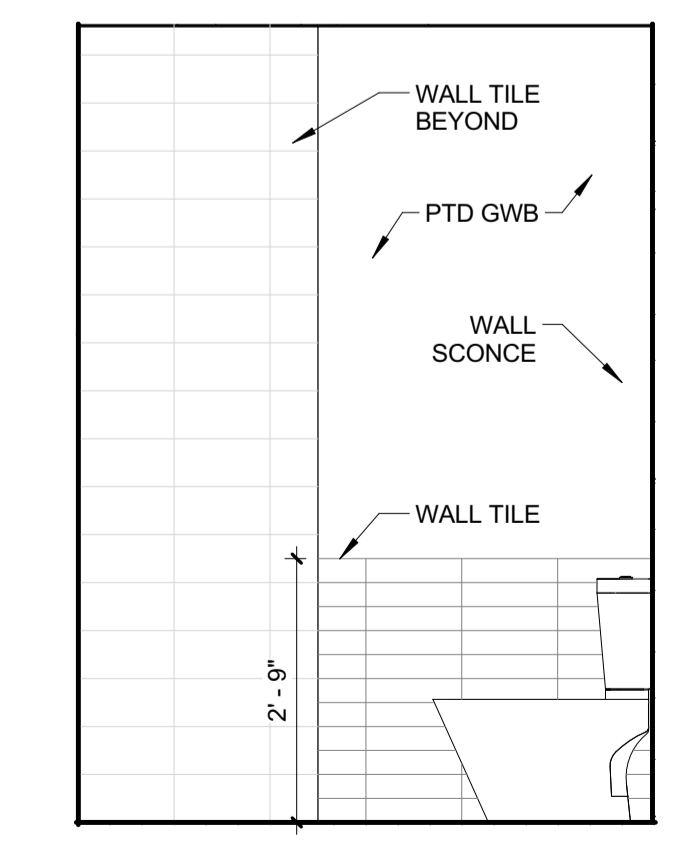
6 GUEST BATH - SOUTH
1/2" = 1'-0"



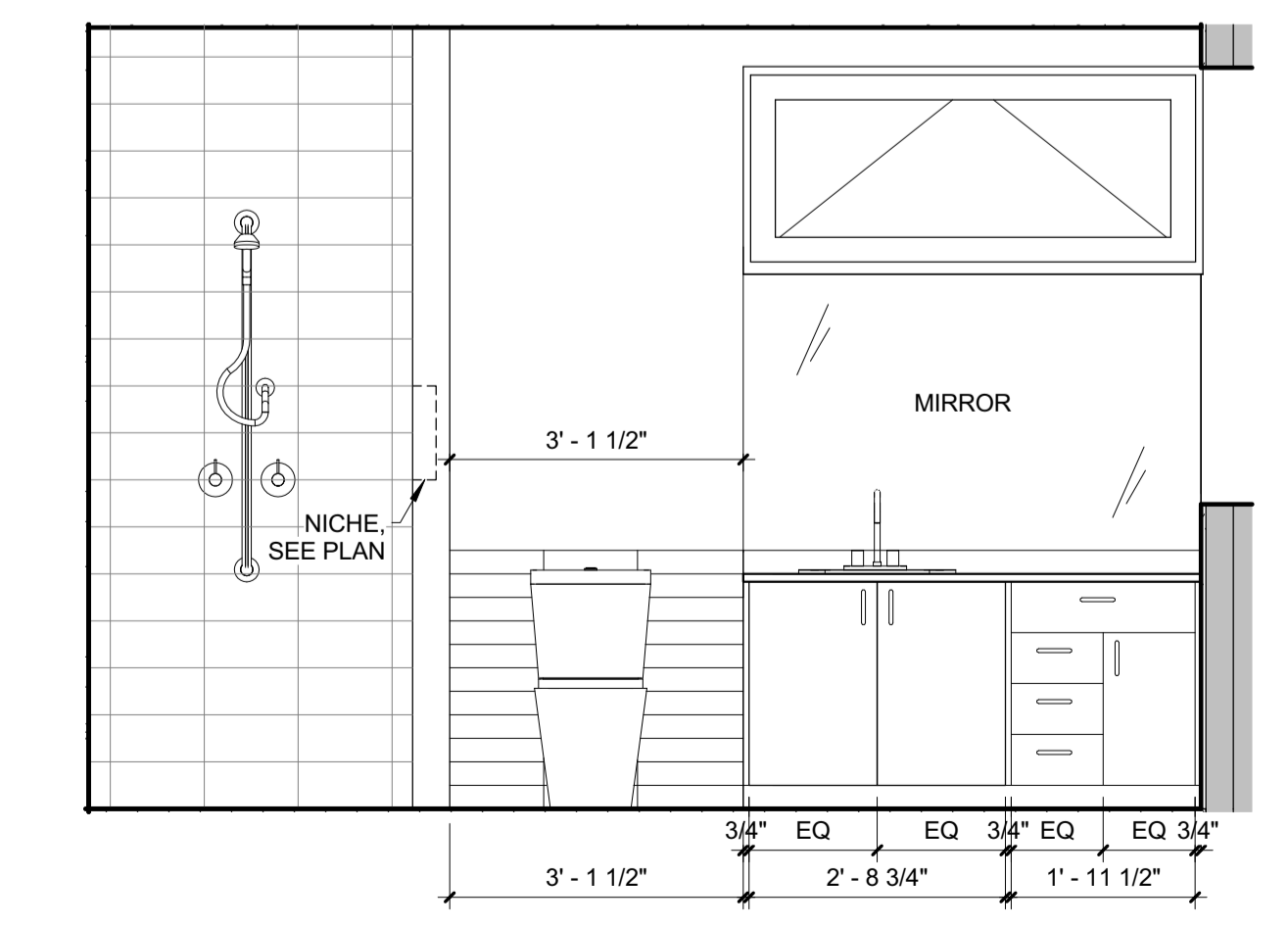
7 GUEST BATH - WEST
1/2" = 1'-0"



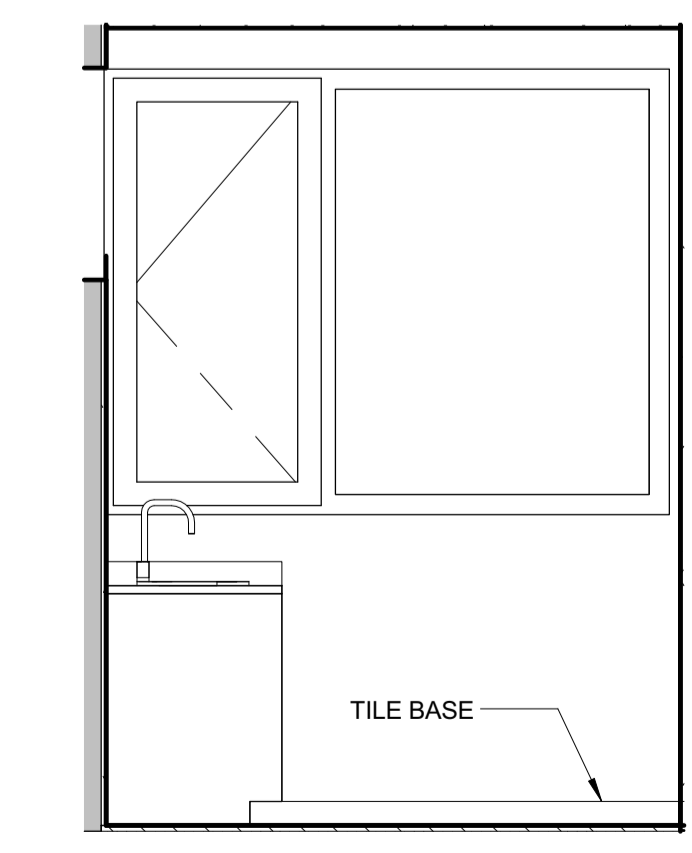
16 ENLARGED PLAN - MASTER BATHROOM
1/2" = 1'-0"



8 MASTER BATH - EAST
1/2" = 1'-0"



9 MASTER BATH - SOUTH
1/2" = 1'-0"



10 MASTER BATH - WEST
1/2" = 1'-0"

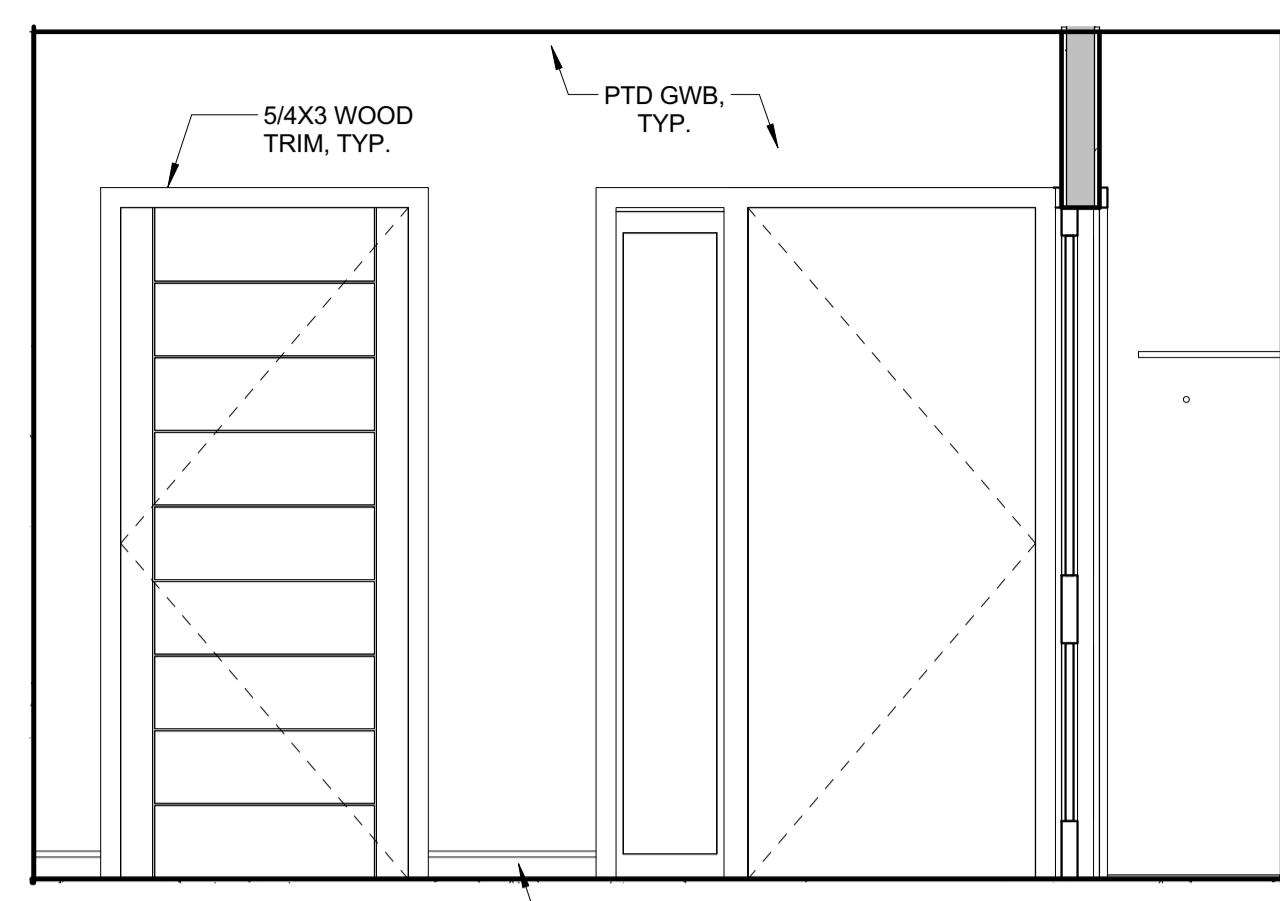
INTERIOR ELEVATIONS GENERAL NOTES:

 1. COORDINATE EXTENT OF TILE WORK WITH OWNER

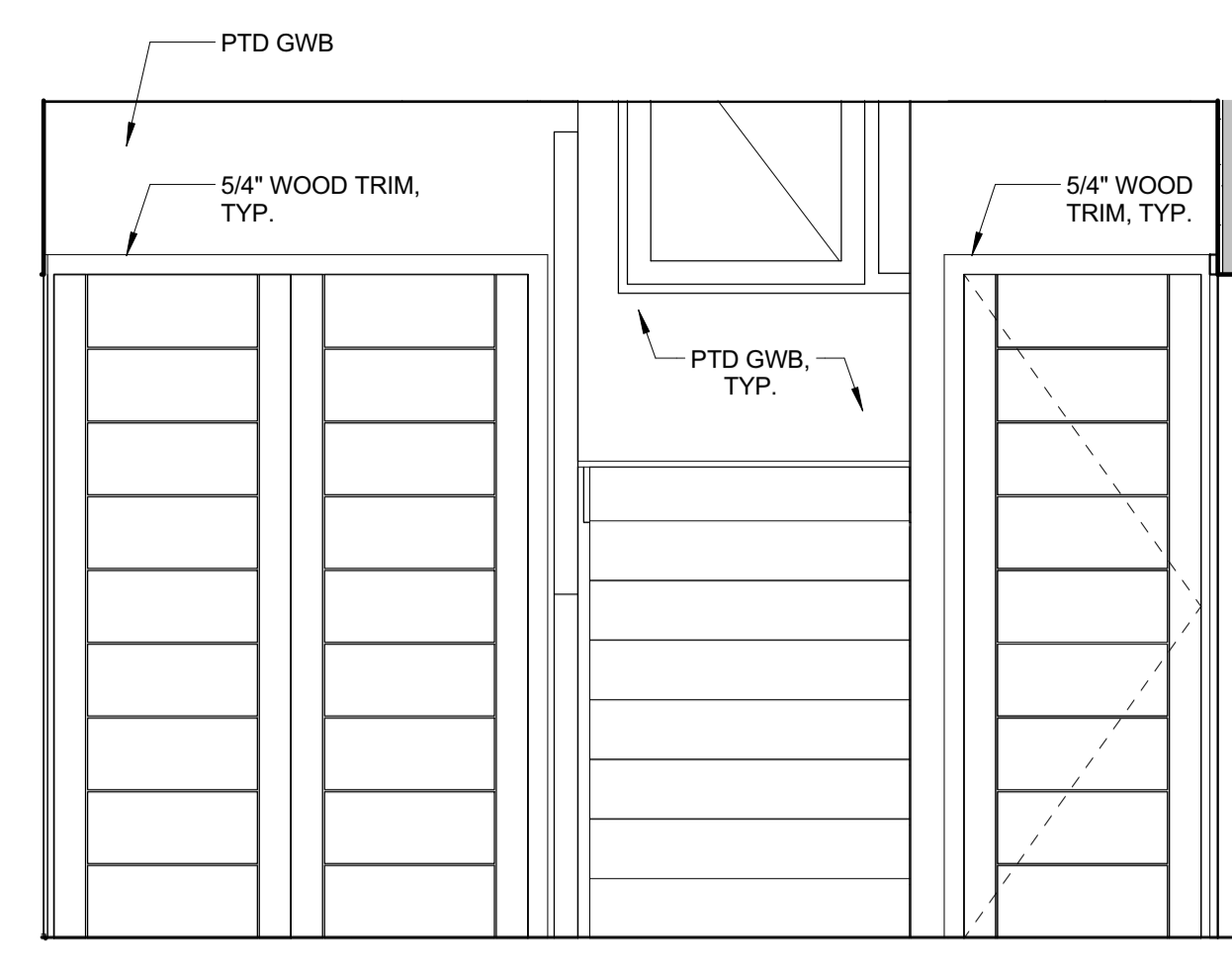
 2. COORDINATE BLOCKING FOR QUANTITY, SIZE AND LOCATION OF ALL BATHROOM ACCESSORIES (TOWEL BARS, ETC.) WITH OWNER IN FIELD

 3. COUNTERTOPS AND CABINETRY IN KITCHEN AND BATHROOMS BY OWNER, COORDINATE IN FIELD AS REQ'D.

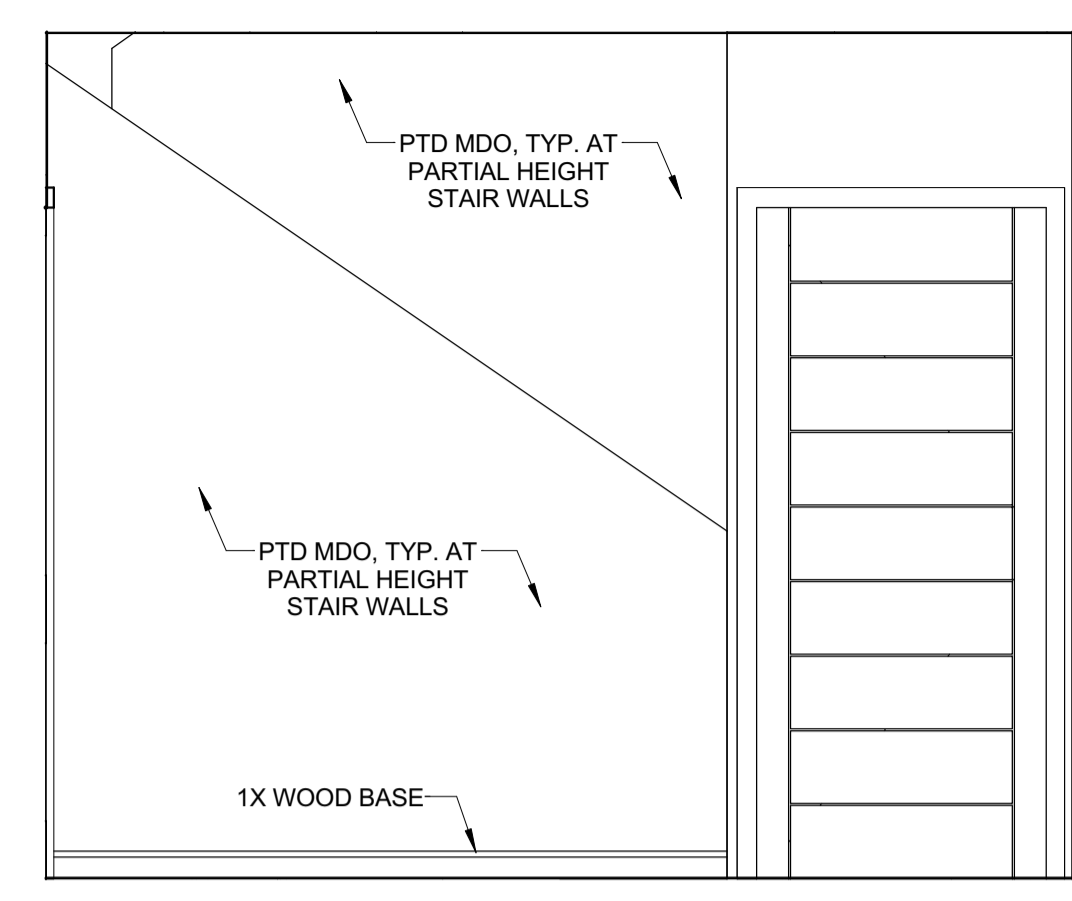
 4. REFER TO SPECIFICATIONS FOR PLUMBING FIXTURES.



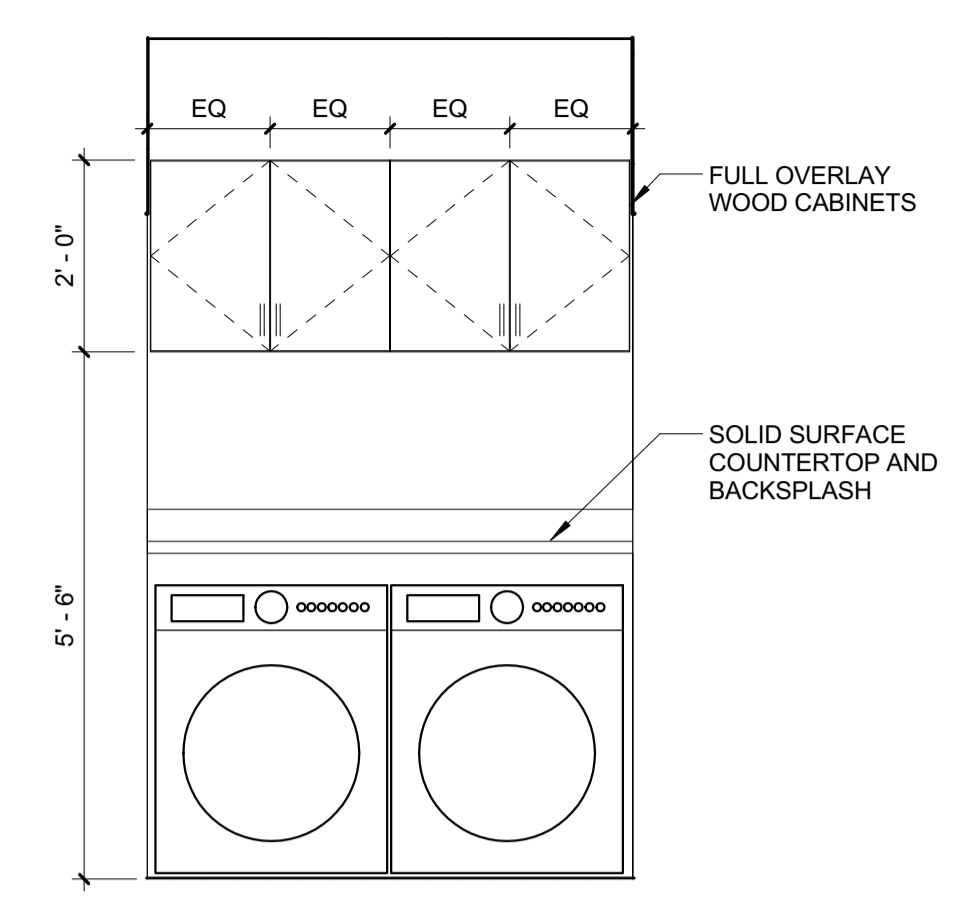
3 ENTRY - NORTH
1/2" = 1'-0"



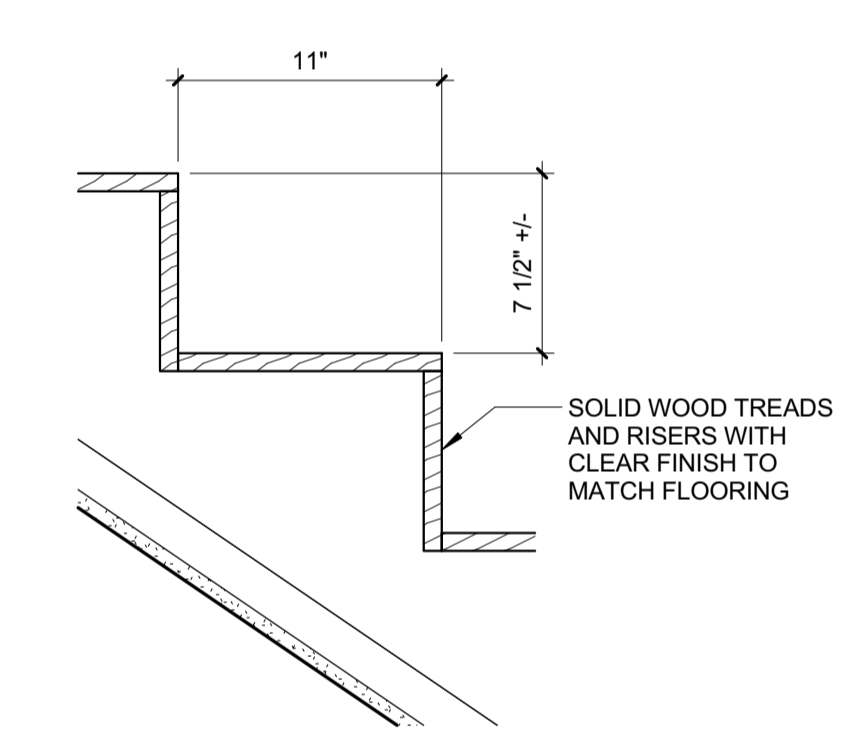
4 ENTRY - EAST
1/2" = 1'-0"



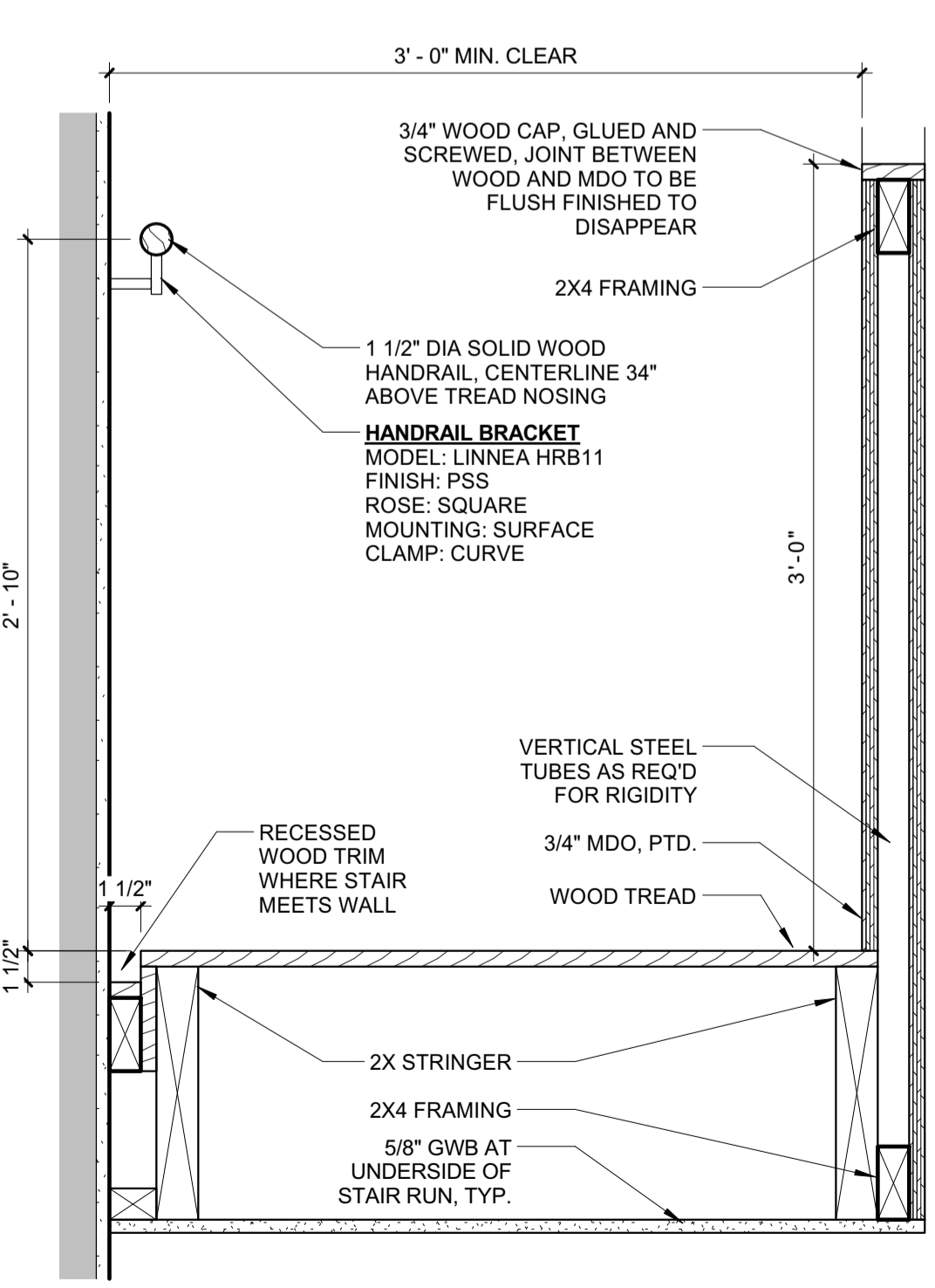
5 ENTRY - SOUTH
1/2" = 1'-0"



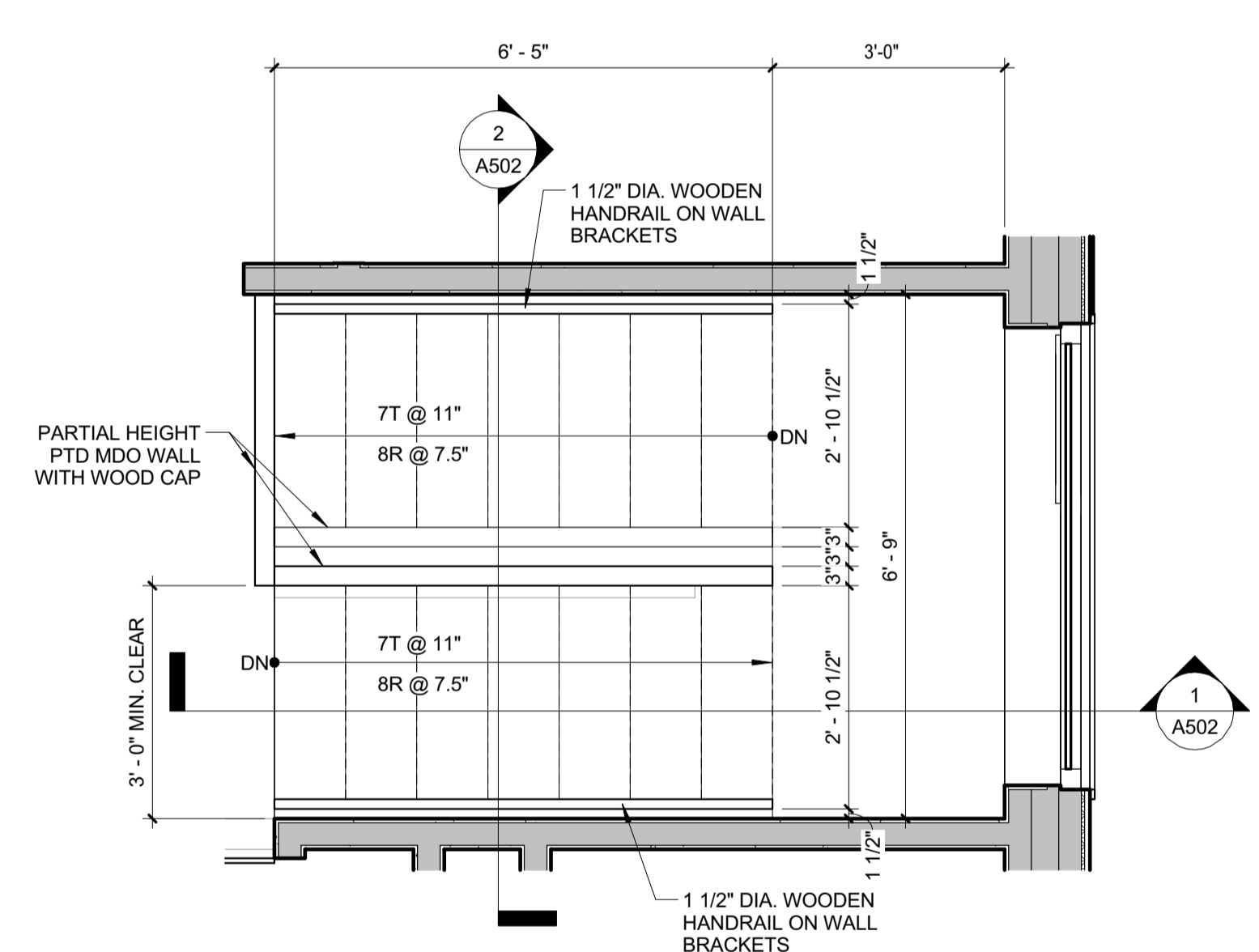
6 LAUNDRY ROOM - EAST
1/2" = 1'-0"



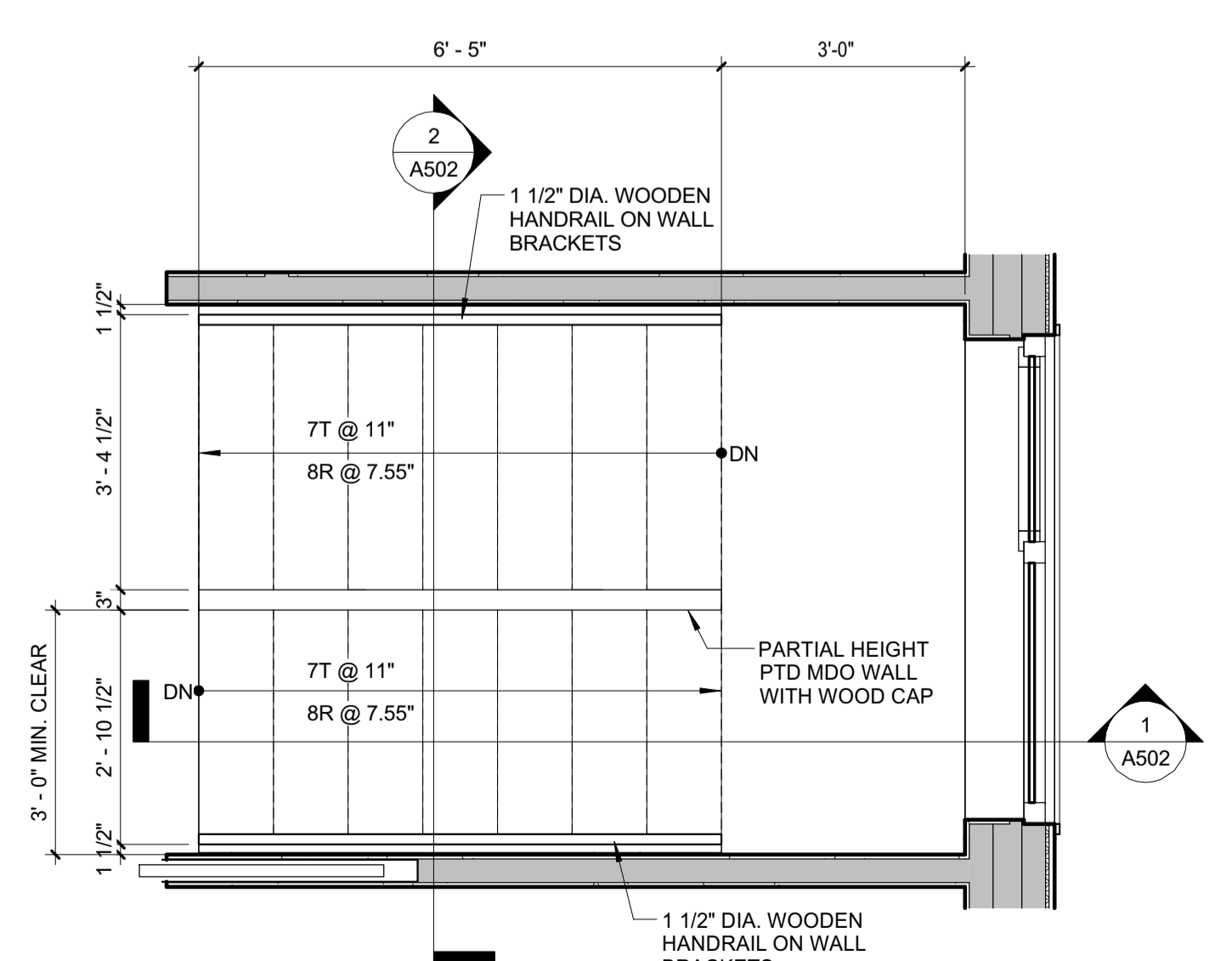
10 DETAIL - RISER AND RUN
1/2" = 1'-0"



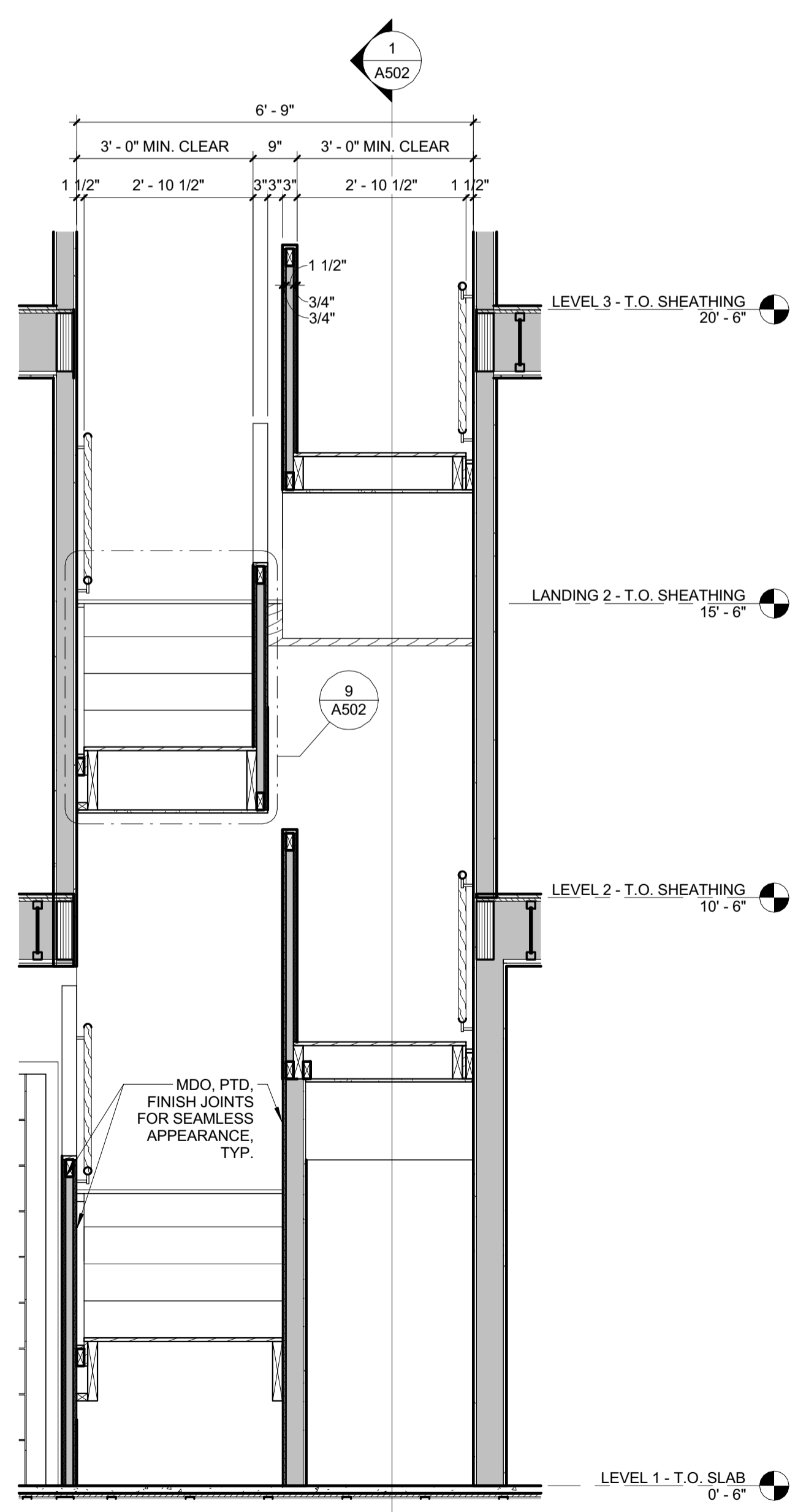
9 DETAIL - STAIR TREAD AND RAILING
1/2" = 1'-0"



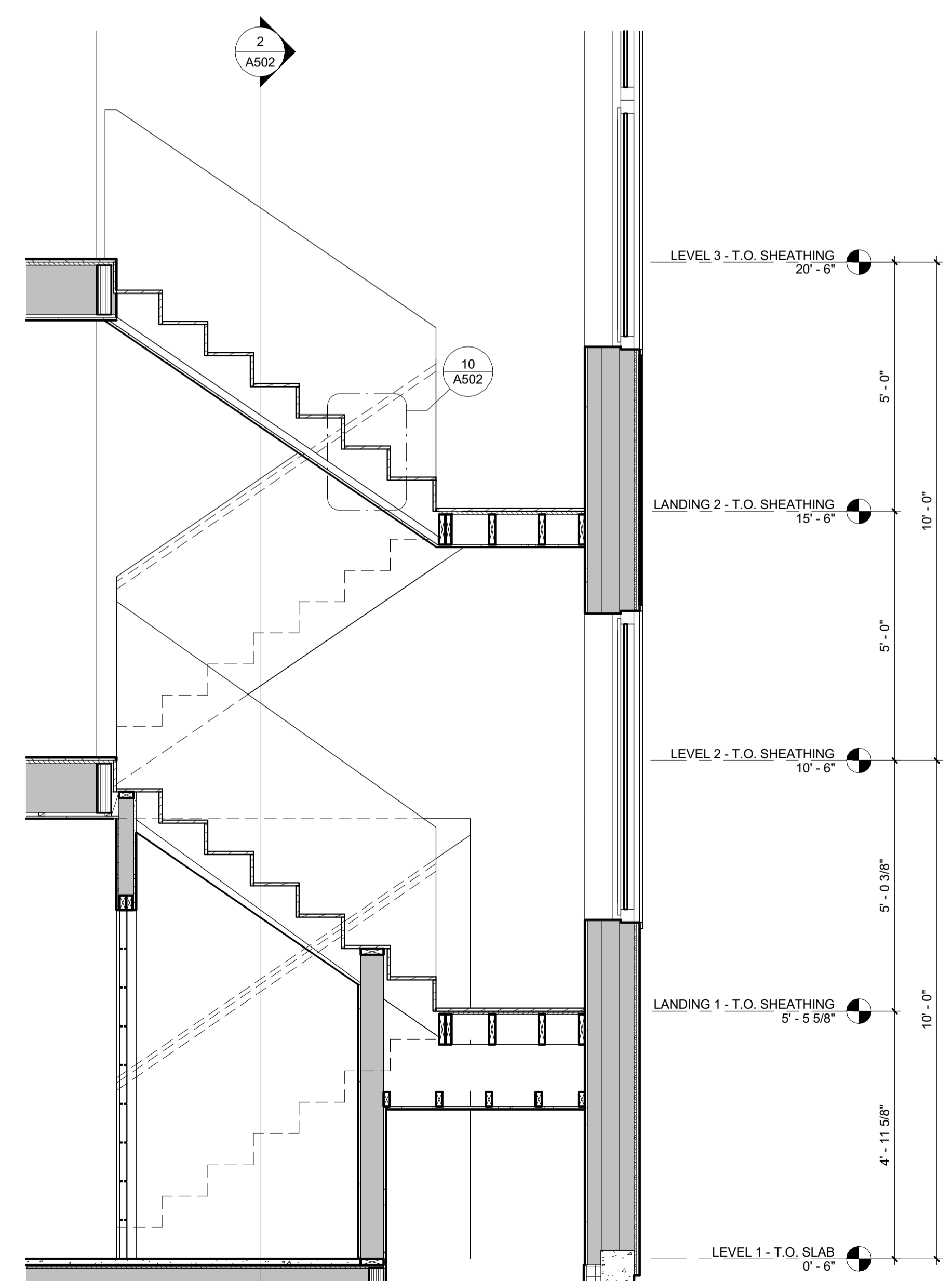
7 ENLARGED PLAN - 3RD FLOOR
1/2" = 1'-0"



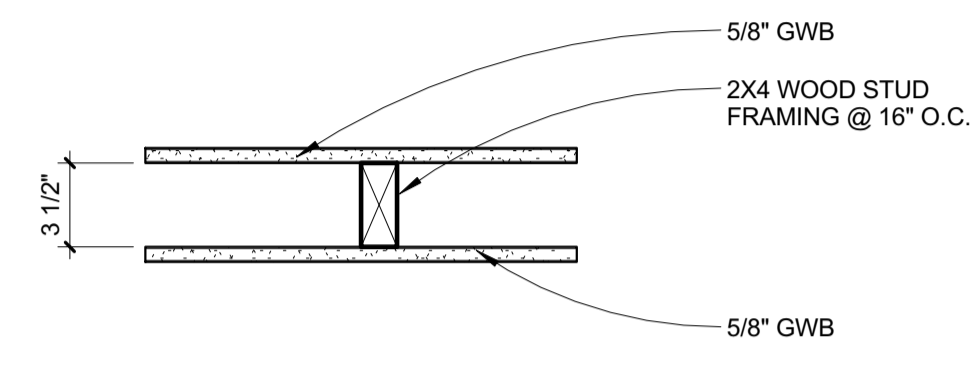
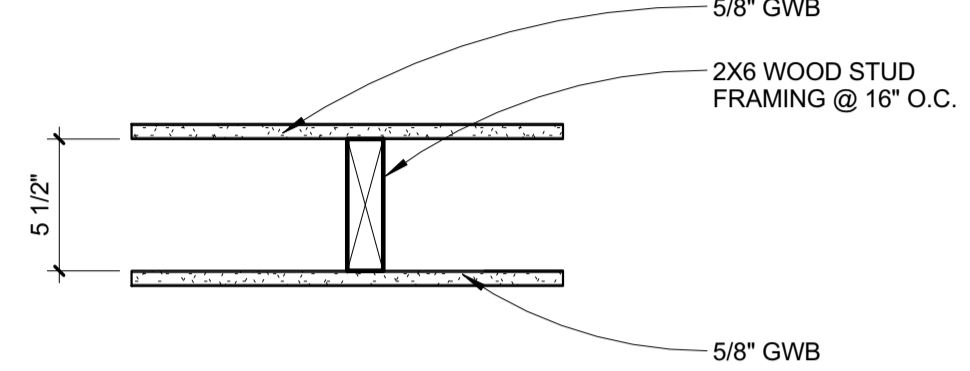
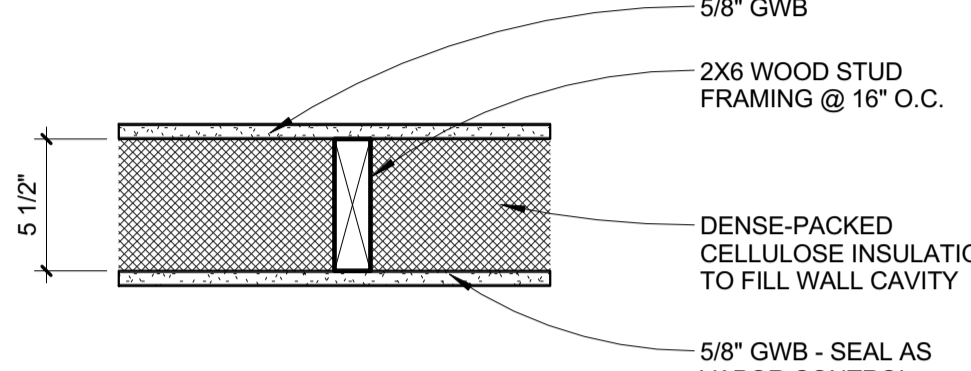
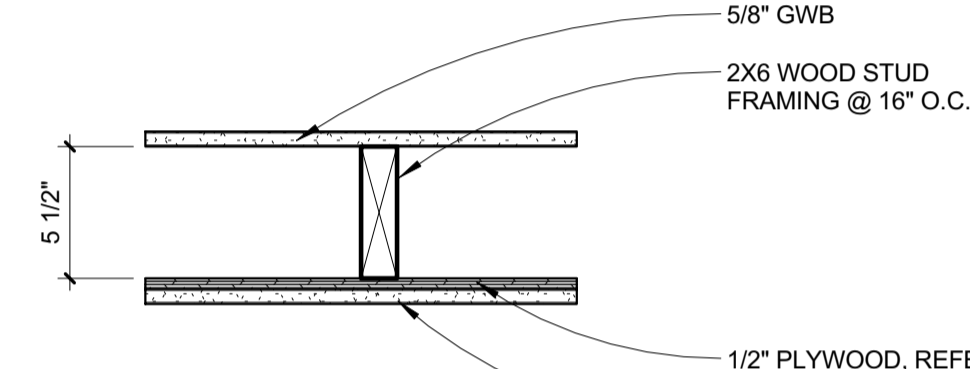
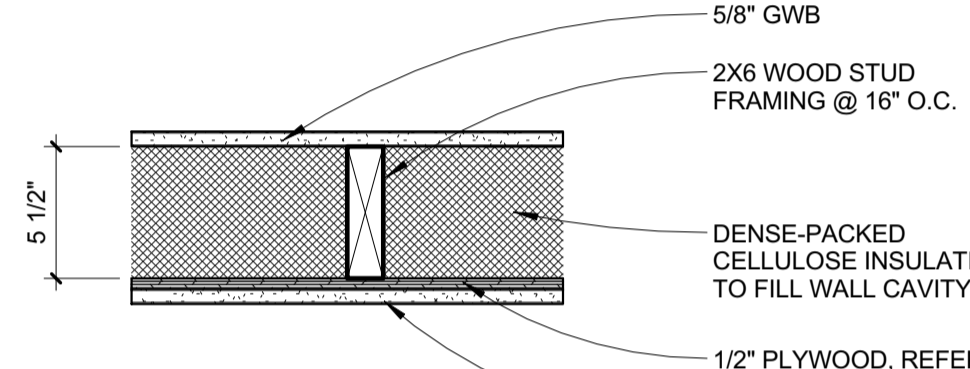
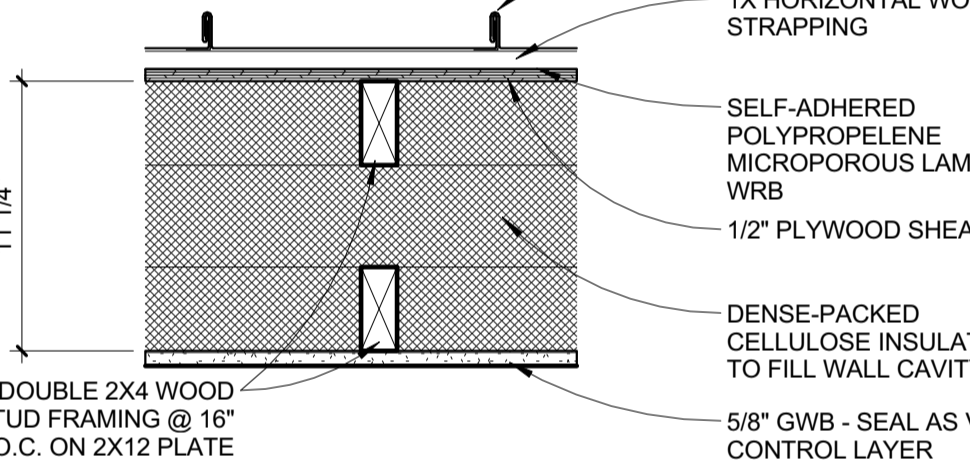
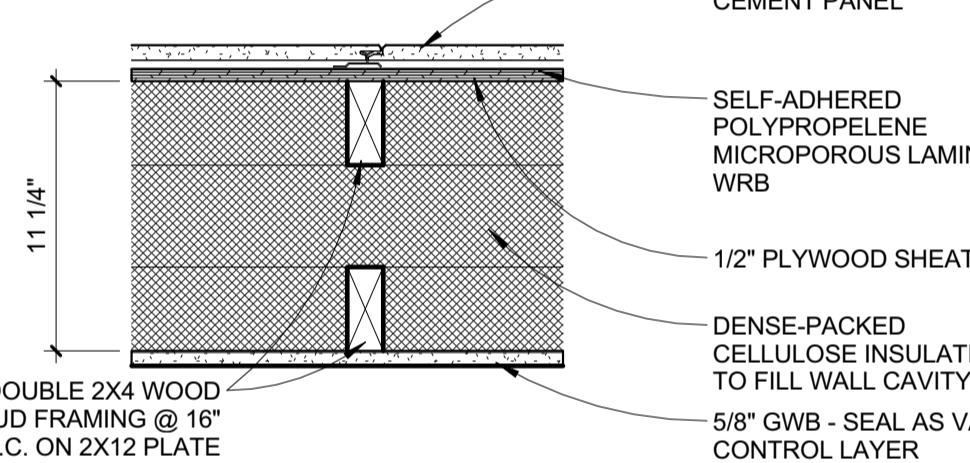
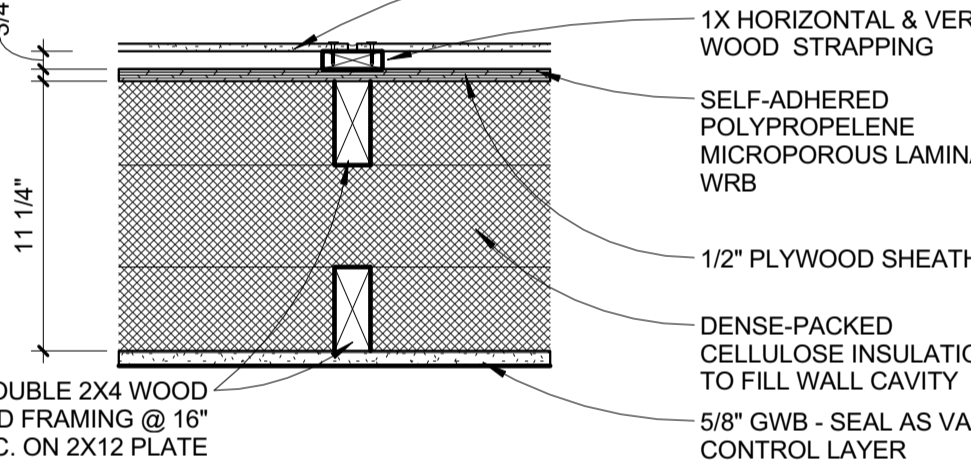
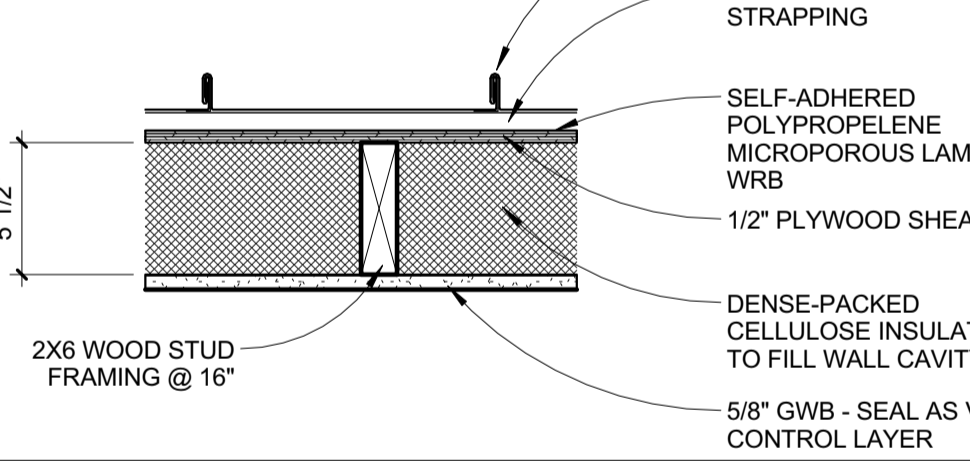
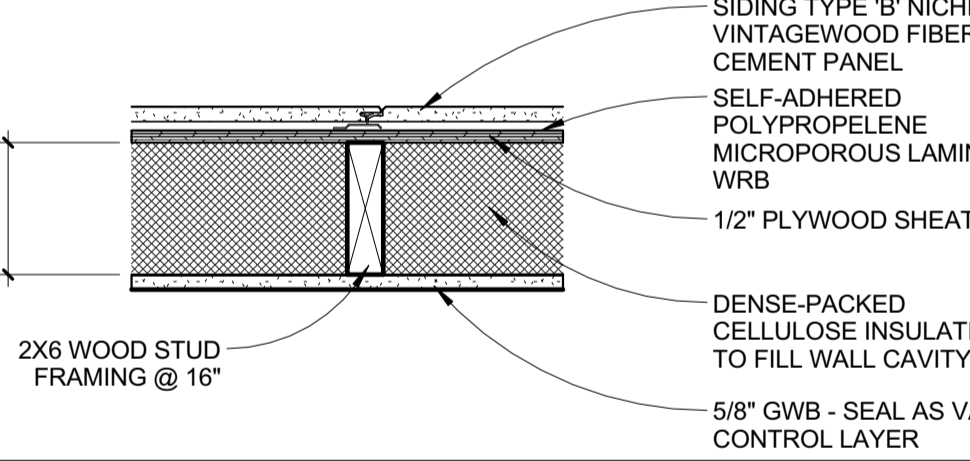
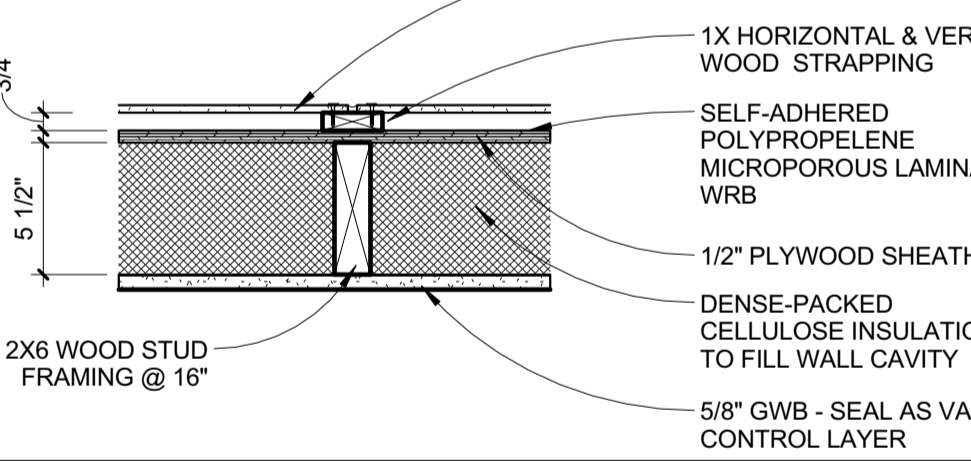
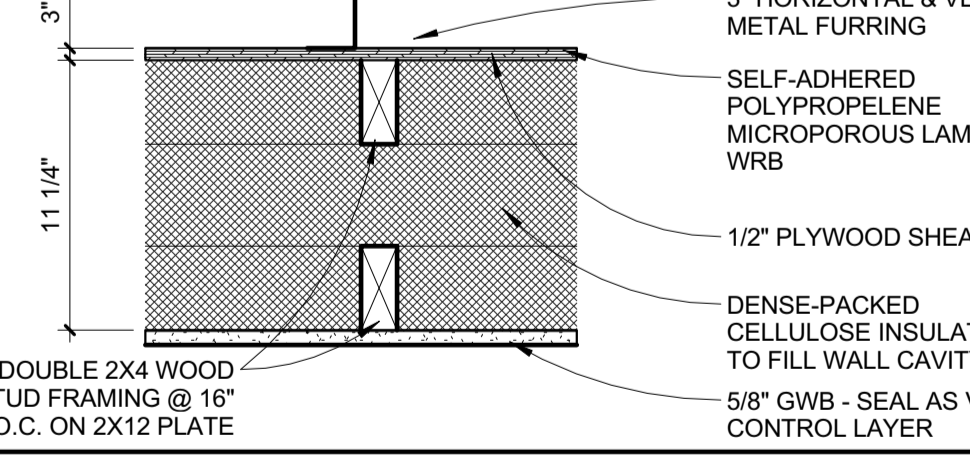
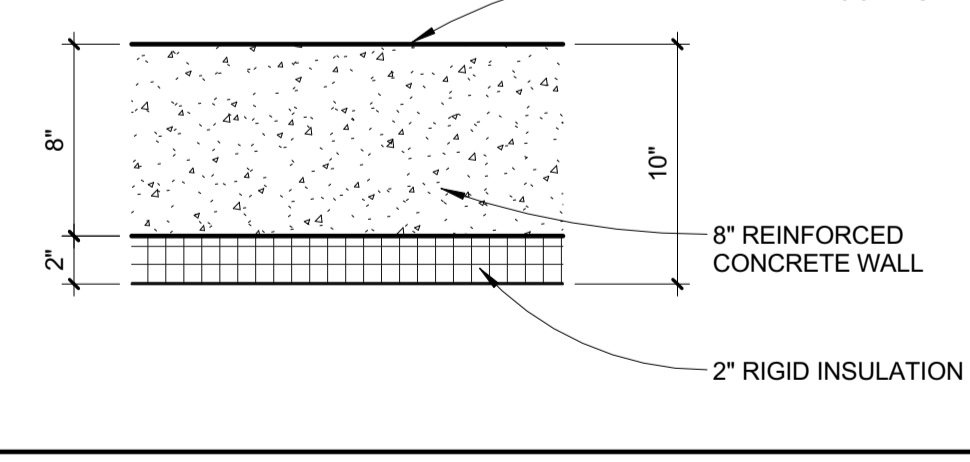
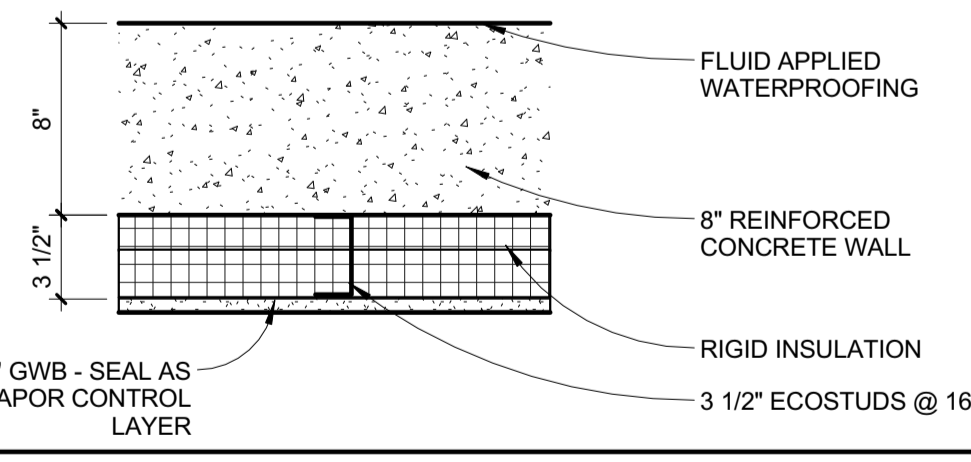
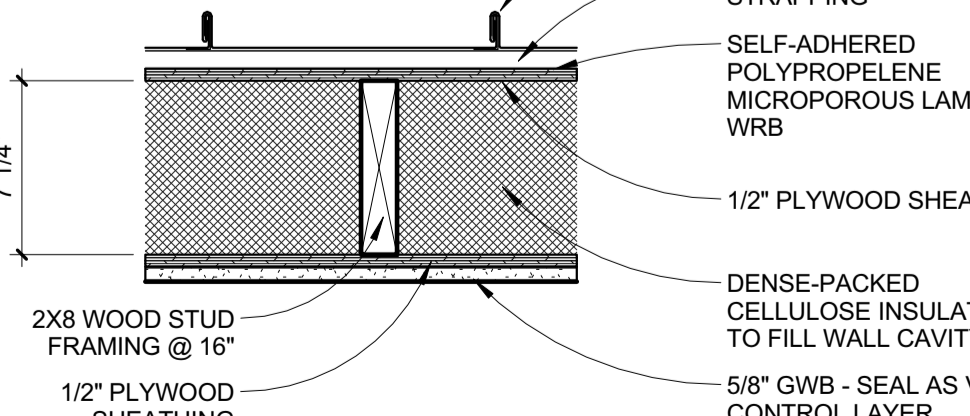
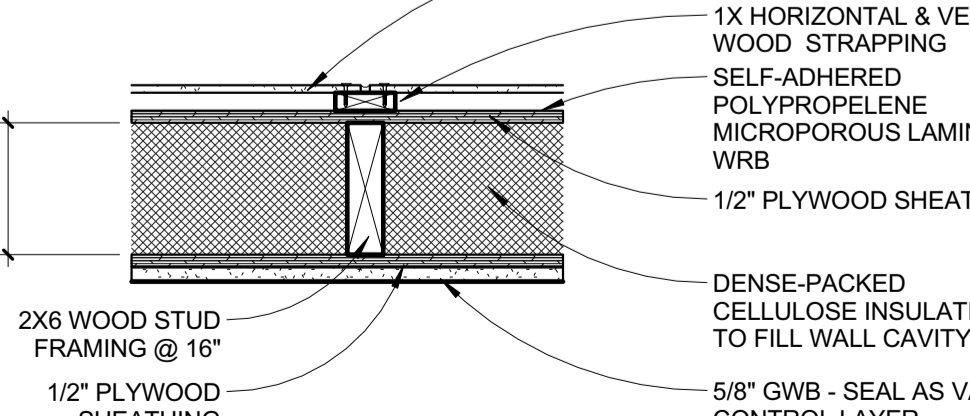
8 ENLARGED PLAN - 2ND FLOOR
1/2" = 1'-0"

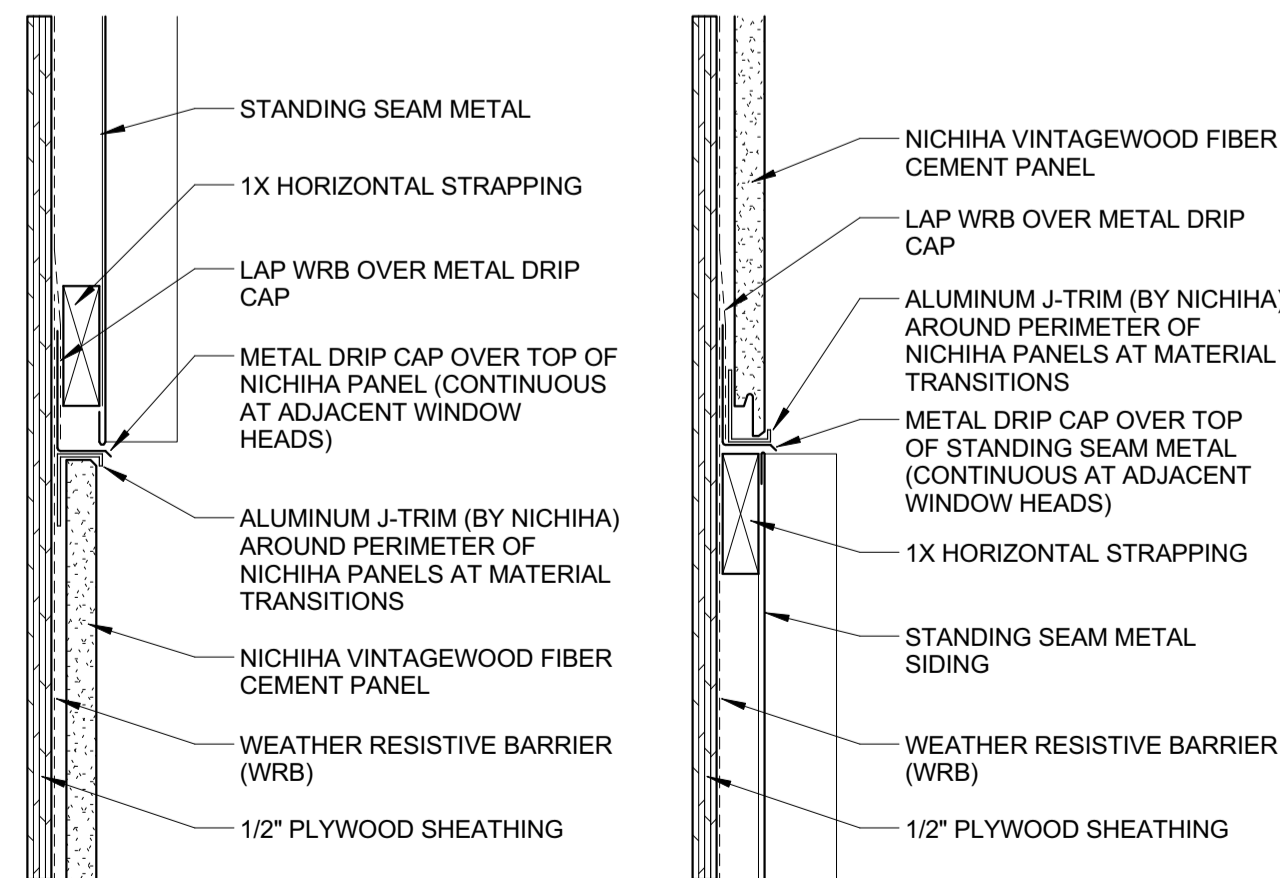
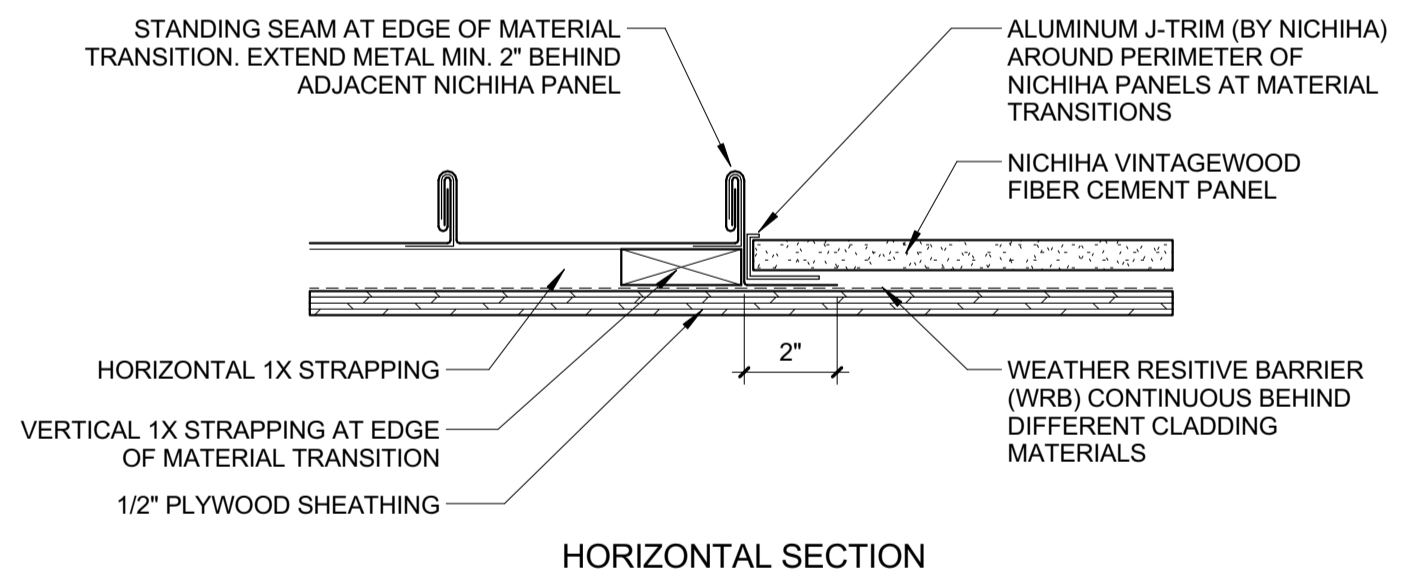


2 STAIR SECTION
1/2" = 1'-0"



1 STAIR SECTION 2
1/2" = 1'-0"

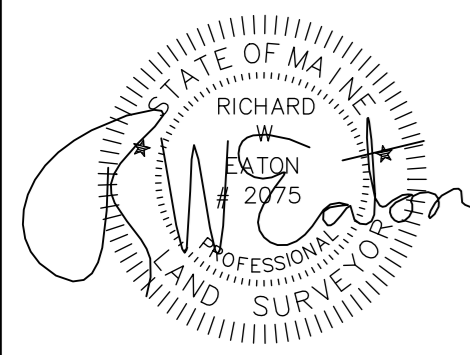
1A R-VALUE N/A		1B R-VALUE N/A		2 R-VALUE R-21 MIN.	
3A R-VALUE N/A	SHEAR WALL - REFER TO STRUCTURAL DRAWINGS 	3B R-VALUE R-21 MIN.	SHEAR WALL - REFER TO STRUCTURAL DRAWINGS 		
E1A R-VALUE R-42 MIN.		E1B R-VALUE R-42 MIN.		E1C R-VALUE R-42 MIN.	
E2A R-VALUE R-21 MIN.		E2B R-VALUE R-21 MIN.		E2C R-VALUE R-21 MIN.	
E3C R-VALUE R-42 MIN.		E4A R-VALUE R-10 MIN.		E4B R-VALUE R-20 MIN.	
E5A R-VALUE R-21 MIN.	SHEAR WALL - REFER TO STRUCTURAL DRAWINGS 	E5C R-VALUE R-21 MIN.	SHEAR WALL - REFER TO STRUCTURAL DRAWINGS 		



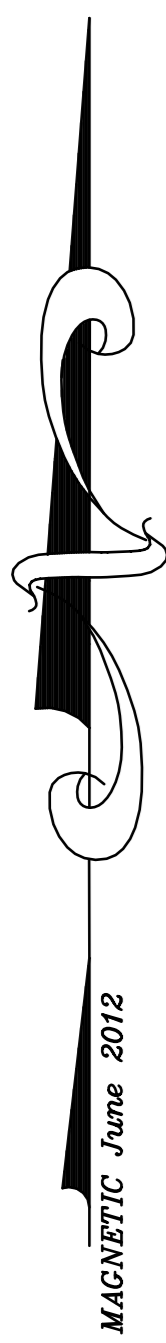
1 TYPICAL SIDING TRANSITIONS
3" = 1'-0"

WALL TYPES
1 1/2" = 1'-0"

CERTIFICATION



RICHARD W. EATON P.L.S. # 2075



R. W. EATON ASSOCIATES
 LAND SURVEYING & REAL ESTATE
 58 PLEASANT STREET, WESTBROOK, MAINE 04092
 PHONE: 207-854-2402 FAX: 856-7167 E-MAIL: RWEATON@MAINE.RR.COM

June 28th, 2012

Romasco Lane
 Per Plan Ref #5

N.F. Joanne Seneca
 25870/108

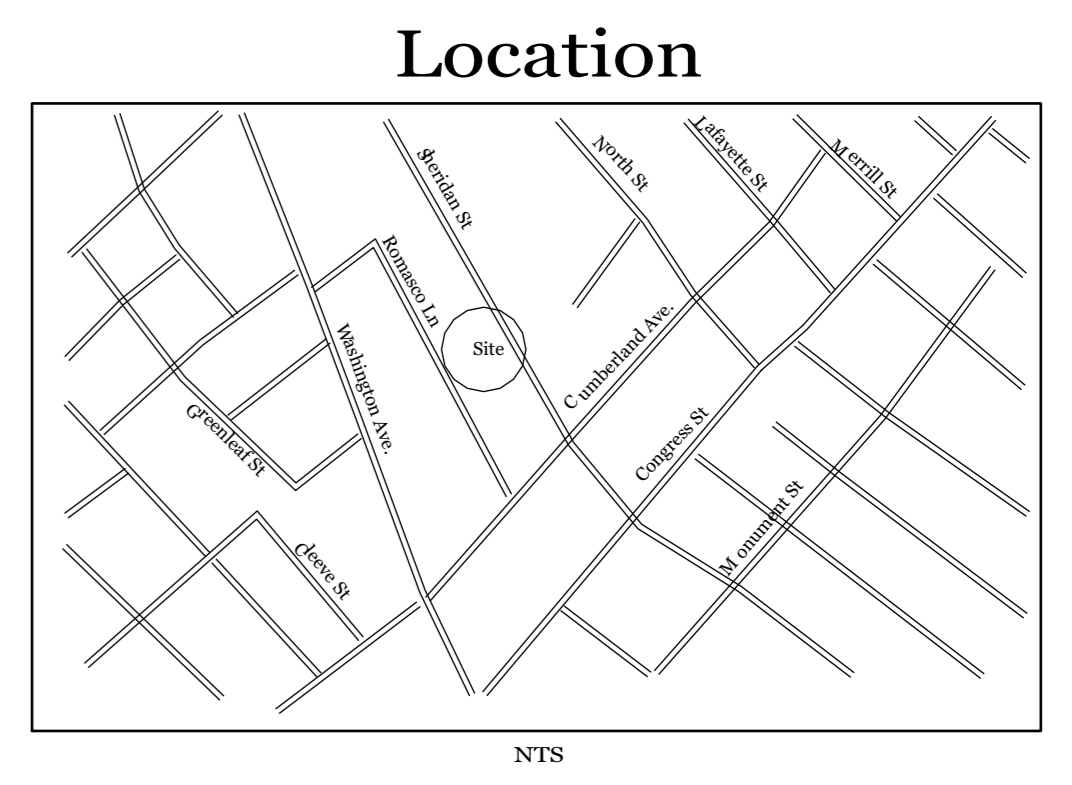
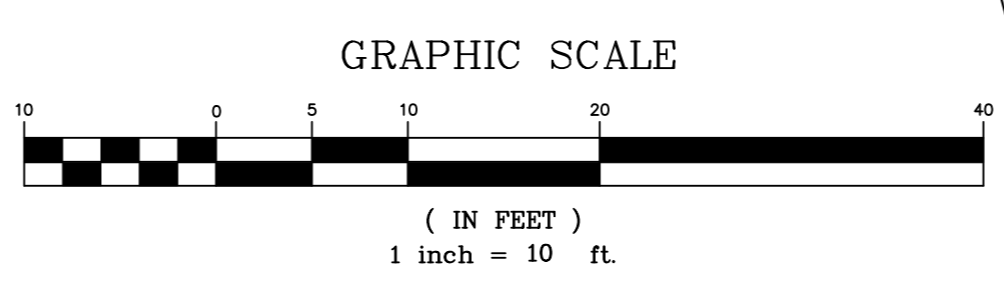
N.F. Meghan Quinn
 26123/109

N.F. David & Laura Fontaine
 14442/295

N.F. Arlene Kelly
 23451/70

LEGEND

- 5/8" Rebar Set With Cap
- Rebar/Iron Pipe Found
- ☉ Utility Pole
- N.F. Now or Formerly
- 1324/98 Book & Page
- Fence
- Stone Wall



PLAN REFERENCE

- 1) Sheridan Street Plan & Profile Sta 0+00 - 4+50 By Woodard & Curran Dated June 1987
 On File at Portland Engineering Archives
- 2) Sheridan Street Right of Way Plan 2 Sheets Dated August 1925
 On File at Portland Engineering Archives
- 3) Plan of Property Made for A & M Partners LLC Formerly J.J. Nissen Bakery
 By Titcomb Associates Dated June 19, 2002 Recorded in Plan Book 211 Page 211
- 4) Little, Weeks, and Moody Dated February 17th 1802 and Recorded in Book 36 Page 247
- 5) Larch Street Reconstruction Plan & Profile Sta 0+00 to Sta 4+00 Dated Aug. 1990
 On File at Portland Engineering Office

Tax Map 13 Lot 16 & 18
 Parcel 1 3,585 Square Feet or 0.08 Acres
 Parcel 2 1,988 Square Feet or 0.05 Acres

Bench Mark Elevation 120.56 NGVD 1929
 Granite Monument at Corner of Cumberland Ave & Sheridan

Boundary Survey & Site Plan

Land Located at: 100 Sheridan Street
 Portland, Maine 04102

Land Owned By: John & Cindy Lemieux
 Address: 100 Sheridan Street
 Portland, Maine 04102

Deed Reference: Book 14546 Page 205

SCALE: 1:10
DRAWN BY: R.W.E.
CHECKED BY: R.W.E.
CAD FILE: 412 DWG
PROJ #: 412
ORIG DATE: 06-28-12
1 REV DATE: 00-00-00
2 REV DATE: 00-00-00
3 REV DATE: 00-00-00



Sheridan Street
 40' Wide Per Plan Ref #2

Cumberland Ave.



Building Inspections - 100 Sheridan - Permit Application 2

From: "Harry Hepburn" <hhepburn@briburn.com>
To: <buildinginspections@portlandmaine.gov>
Date: 10/1/2014 10:26 PM
Subject: 100 Sheridan - Permit Application 2
Attachments: A401 Window Details.pdf; A501 Interior Elevations.pdf; A502 Stair Details.pdf; A601 Wall Types.pdf; C001 Boundary Survey.pdf; S100 General Notes.pdf; S101 Foundation-Framing Plans.pdf; S201 Foundation Details.pdf; S301 Framing Details.pdf; S302 Moment Frame Details.pdf; A001 Cover Sheet.pdf; A100 Site Plan.pdf; A101 Floor Plans.pdf; A201 Exterior Elevations.pdf; A202 Exterior Elevations.pdf; A301 Building Sections.pdf; A302 Building Sections.pdf; A303 Wall Sections.pdf

To whom it may concern: This is email 2 of 2

We are submitting for both the Level I – Minor Residential Development Review Application and the Acknowledgment of Code Compliance Responsibility for a Fast Track Project. This is a sprinklered single family home being built at 100 Sheridan Street in Portland.

Attached please find the following files:

- A001 Cover Sheet
- A100 Site Plan
- A101 Floor Plans
- A201 Exterior Elevations
- A202 Exterior Elevations
- A301 Building Sections
- A302 Building Sections
- A303 Wall Sections
- A401 Window Details
- A501 Interior Elevations
- A502 Stair Details
- A601 Wall Types
- C001 Boundary Survey
- S100 General Notes
- S101 Foundation-Framing Plans
- S201 Foundation Details
- S301 Framing Details
- S302 Moment Frame Details

Please email or call to confirm receipt and with any questions.

Thank you

Harry

HARRY W HEPBURN IV, AIA, LEED AP

Maine Licensed Architect

BRIBURN architecture for life

28 Maple Street | Suite 202 | Portland, Maine 04101
O: 207-774-8482 | M: 207-274-4360 | BRIBURN.com

Follow us on [FACEBOOK](#)



Building Inspections - 100 Sheridan - Permit Application 1

From: "Harry Hepburn" <hhepburn@briburn.com>
To: <buildinginspections@portlandmaine.gov>
Date: 10/1/2014 10:01 PM
Subject: 100 Sheridan - Permit Application 1
Attachments: 1410_Project Manual_Bogg-Kiefner.pdf; 2014-10-01 Fast Track Affidavit 001.pdf; 2014-10-01 Level 1 Minor Residential Permit 001.pdf; 100 Sheridan right and title.pdf

To whom it may concern: This is email 1 of 2

We are submitting for both the Level I – Minor Residential Development Review Application and the Acknowledgment of Code Compliance Responsibility for a Fast Track Project. This is a sprinklered single family home being built at 100 Sheridan Street in Portland.

Attached please find the following files:

- 2014-10-01 Fast Track Affidavit 001
- 2014-10-01 Level 1 Minor Residential Permit 001
- 100 Sheridan right and title
- 1410_Project Manual_Bogg-Kiefner

Please email or call to confirm receipt and with any questions.

Thank you

Harry

HARRY W HEPBURN IV, AIA, LEED AP
Maine Licensed Architect

BRIBURN architecture for life

28 Maple Street | Suite 202 | Portland, Maine 04101
O: 207-774-8482 | M: 207-274-4360 | BRIBURN.com

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PURCHASE AND SALE AGREEMENT

1. Parties. This 30th day of January, 2014 (which shall be the date that all parties have executed this Agreement and may be referred to as the "Effective Date"), SHERIDAN CER, LLC, the mailing address of which is 202 Washington Avenue, Portland, Maine 04101 ("Seller"), agrees to sell, and Mark G. Kiefner and Nancy E. Bogg, Trustees of the Mark G. Kiefner Living Trust and Mark G. Kiefner and Nancy E. Bogg, Trustees of the Nancy E. Bogg Living Trust, whose mailing address is 5 Julie Ann Lane, Cape Elizabeth, Maine 04107, or one or more other trusts or entities to be formed by them, at their sole discretion (collectively, "Buyer"), agree to buy, upon the terms hereinafter set forth, the premises described in Paragraph 2 of this Agreement.

2. Description. The premises to which this Agreement applies are that portion of the land, with any buildings, structures and improvements thereon, located at 98-100 Sheridan Street, Portland, Maine, as more particularly described in an instrument recorded in the Cumberland County Registry of Deeds in Book 14546, Page 205 ("Historical Deed") that presently consists of a vacant and an unimproved yard with 50 feet of frontage on Sheridan Street and a common boundary line with the remainder of 98-100 Sheridan which is perpendicular to Sheridan Street (the "Premises"). The Premises are to be conveyed to Buyer in the form of either: (i) a separate lot (the "Lot"), or (ii) a condominium unit with boundaries acceptable to Buyer (the "Unit"), in either case complying with all ordinances, laws, and regulations of the City of Portland and any other governmental authority having jurisdiction (collectively, the "Laws") and permitting the construction and residential use of a structure consisting of at least a 30-foot x 36-foot two-car garage with two stories of living space above such garage (the "Proposed Improvements"), and all further subject to the terms and conditions set forth below.

3. Title and Deed. The Premises are to be conveyed by a good and sufficient Warranty Deed and such deed shall convey a good and clear record insurable and marketable title thereto, free from encumbrances, except such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed that are attributable to the Premises, the covenant to erect and maintain a wall between Evelyn Smith and Bruce and Patricia Wheeler dated October 14, 1990 and recorded in Cumberland County Registry of Deeds in Book 9376, Page 222, and the terms of the Project Documents, as defined below.

4. Purchase Price. Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises the sum of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) (the "Purchase Price"), payable at the Effective Date, but subject to Seller's obligation to repay the Purchase Price as provided in this Agreement.

5. Time For Performance: Delivery Of Deed. Such deed is to be delivered on that date that is fifteen days after the satisfaction of the Contingencies, as defined below, at the offices of Buyer's counsel in Portland, Maine, unless otherwise mutually agreed (the "Closing"). At Closing, Seller and Buyer shall execute, acknowledge, and deliver those documents and instruments that are usual and customary for the purchase and sale of property of this type and

location. Without limitation, Seller shall execute, acknowledge and deliver a gap indemnity in a form sufficient to enable the title insurance company to insure Buyer against matters arising between the time of the last examination of title and the time of recordation of the deed and an owner's affidavit in a form acceptable to the title insurance company selected by Buyer to enable it to remove from Buyer's policy of title insurance any exceptions for parties in possession and mechanic's liens, and Buyer shall execute, acknowledge and deliver a discharge of the Mortgage, as defined below.

6. Seller's Obligations to Obtain Approvals. Seller shall use its best efforts to obtain all necessary governmental, regulatory or other approvals required under the Laws for the separation of the property described in the Historical Deed to permit the conveyance of the Premises as contemplated by this Agreement (the "Approvals"). Seller shall first attempt to obtain the Approvals for the conveyance of the Lot. If Seller reasonably determines that the Premises cannot be conveyed in the form of the Lot, then Seller shall proceed with obtaining Approvals for the conveyance of the Unit. Seller shall at all times keep Buyer informed of its progress in obtaining the Approvals and consult with and obtain Buyer's prior approval as to the submissions to be made in connection with the Approvals, which prior approvals shall not be unreasonably withheld. Without limitation, Seller shall provide to Buyer, and obtain Buyer's approval of, all documentation necessary to create and govern the ownership and use of the Lot or the Unit, as appropriate, including but not limited to common easements, any declaration of condominium, bylaws of any condominium association, surveys, plats and plans, budgets for the operation and maintenance of common property, and any covenants, restrictions or regulations on use of the Premises or, only if a Unit, the remainder of the property described in the Historical Deed (collectively, the "Project Documents").

7. Contingencies. The obligations of Buyer under this Agreement are subject to the following contingencies (the "Contingencies"), any of which, if not met, at Buyer's sole discretion, within the time periods specified shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intent to do so within the time period specified. Seller shall repay the Purchase Price to Buyer within ninety (90) days of Buyer's giving of such notice, whereupon the parties shall be relieved of all further obligations under this Agreement, and this Agreement shall be null and void.

- a. Acquisition of the Property of which the Premises are a Part. On or before February 5, 2014, Seller shall have acquired title to the property described in the Historical Deed.
- b. Lot or Unit. On or before May 31, 2014, Buyer shall be satisfied that Seller has obtained the Approvals, that all appeal periods have expired, and that Seller can convey in compliance with the Laws the Premises in the form of either the Lot or the Unit.
- c. Project Documents. On or before May 31, 2014, Seller and Buyer shall have agreed to the terms of the Project Documents.
- d. Construction Management Contract. On or before May 31, 2014, Seller and Buyer shall have agreed to the terms of a Construction Management Contract, or in the

absence of such agreement, shall be deemed to have accepted the Construction Management Contract attached hereto as Exhibit A and incorporated herein by reference.

e. Title. At the time set for Closing, Seller shall be able to convey title to Buyer as provided in this Agreement.

If Buyer does not notify Seller that Buyer does not consider one or more Contingencies to be met on or before the dates specified, Buyer hereby waives the Contingencies and, absent default by Seller, is obligated to proceed pursuant to this Agreement as if all Contingencies were met, including proceeding pursuant to the Construction Management Contract attached hereto.

8. Note and Mortgage. Seller's obligations under this Agreement, including but not limited to Seller's obligation to repay the Purchase Price if Buyer gives Seller timely notice that any of the Contingencies are not met, shall be evidenced by a Promissory Note substantially in the form attached hereto as Exhibit B (the "Note"), and shall be secured by a Mortgage on Seller's property as described in the Historical Deed, substantially in the form attached hereto as Exhibit C (the "Mortgage"), which Note and Mortgage shall be executed contemporaneously with this Agreement. Buyer understands that the mortgage will be subordinate to a prior mortgage granted to John A. Lemieux and Cindy J. Lemieux in the original principal amount of \$110,000. Seller may not repay the Purchase Price to Buyer and receive a discharge of the Mortgage unless and until: (1) Seller has received notice from Buyer, pursuant to Paragraph 7 above, that the Purchase Price must be repaid due to Seller's inability to meet one or more of the Contingencies; or (2) Buyer failed to close by June 15, 2014 despite having failed to give Seller timely notice that any of the Contingencies were not met and in the absence of a default by Seller; in this event, Seller shall have no further obligation to convey the Premises to Buyer, and may proceed to convey the Premises to any other grantee, in its sole discretion after repayment of the Purchase Price to Buyer.

9. Possession and Condition of Premises. Full possession of the Premises free of all tenants and occupants, is to be delivered at the Closing and the Premises shall be in the condition provided in this Agreement.

10. Risk of Loss. Until delivery of the deed from Seller to Buyer, risk of loss or damage to the Premises shall be on Seller.

11. Adjustments. Real estate taxes for the then current municipal tax year and any other continuing charges and assessments affecting the Premises shall be apportioned as of Closing. Maine real estate transfer tax shall be paid equally by Seller and Buyer in accordance with 36 M.R.S.A. 4641-A.

12. Brokerage. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be.

13. Representations and Warranties.

(a) Seller represents and warrants to Buyer that the following are true and correct as of the Effective Date and will be true and correct as of the Closing (it being understood and agreed that it is a condition of Buyer's obligations hereunder that all of the following shall be true and correct as of the Closing):

(i) Seller has the right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(ii) the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not violate any orders, decrees, judgments, or agreements by which Seller is bound;

(iii) Seller has not received any notice from any source claiming or threatening any violation of any laws or regulations affecting the Premises;

(iv) there is no action, suit, legal proceeding or other proceeding (including condemnation actions) pending or, to the best of Seller's knowledge, without independent investigation, threatened (or, to the best of Seller's knowledge, without independent investigation, any basis therefor) against Seller or affecting any portion of the Premises in any court or before any arbitrator of any kind or before any governmental body;

(v) to the best of Seller's knowledge, without investigation, there has been no release or disposal of any "Hazardous Substance" (as defined below) on, in, under or from the Premises at any time by anyone else, and there are no underground oil storage tanks or aboveground oil storage tanks with underground piping located on the Premises. The term "Hazardous Substance" as used herein means any material or substance, the generation, storage, handling, release, transportation or disposal of which is regulated by any applicable law, rule, or regulation; and

(vi) Seller is a Maine resident under 36 M.R.S §5250-A, and is not subject to any withholding requirement imposed by that statutory provision.

(b) Buyer represents and warrants to Seller that the following are true as of the Effective Date and will be true as of the Closing (it being understood and agreed that it is a condition of Seller's obligations hereunder that all of the following shall be true and correct as of the Closing):

(i) Buyer has the right, power and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and

(ii) The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not violate any orders, decrees, judgments, or agreements by which Buyer is bound.

14. Default: Remedies. If Seller defaults in performing its obligations under this Agreement, Buyer shall be entitled to all remedies at law and in equity, including specific performance, and the foreclosure of the Mortgage. If Buyer defaults in performing their obligations under this Agreement, Seller shall be entitled to all remedies at law and equity,

including specific performance, and in the absence of Seller's default and upon repayment of the Purchase Price may, at its option, convey the Premises to any other grantee.

15. Miscellaneous:

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Notice. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by Federal Express or another nationally recognized overnight courier service addressed as follows:

To Seller: Sheridan CER, LLC
202 Washington Avenue
Portland, ME 04101
Attn: Ronald L. Gan

with a copy to:

Barbara Vestal, Esq.
Chester & Vestal
107 Congress Street
Portland, ME 04101

To Buyer: Mark G. Kiefner, Trustee
Nancy E. Bogg, Trustee
5 Julie Ann Lane
Cape Elizabeth, ME 04107

with a copy to:

Melissa Hanley Murphy, Esq.
Perkins Thompson, P.A.
One Canal Plaza
P.O. Box 426
Portland, ME 04112-0426

and such notice shall be deemed delivered upon being deposited with such courier service or the United States Postal Service. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) Entire Agreement. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, including the Exhibits hereto, which alone fully and completely express their entire agreement. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be

construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Construction. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine. Time is of the essence in this Agreement.

(e) Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signature of or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

(f) Electronic Copies. The parties hereto agree that fully executed and dated electronic copies of this Agreement, if utilized, will be binding on the parties as if they were originals.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first written above.

WITNESS:

Barbara A. Vestal

SELLER
SHERIDAN CER, LLC

By: Ronald L. Gan
Ronald L. Gan
Its Member

to

BUYER

Mark G. Kiefner
Mark G. Kiefner, Trustee of the Mark G. Kiefner Living Trust

all

Nancy E. Bogg
Nancy E. Bogg, Trustee of the Mark G. Kiefner Living Trust

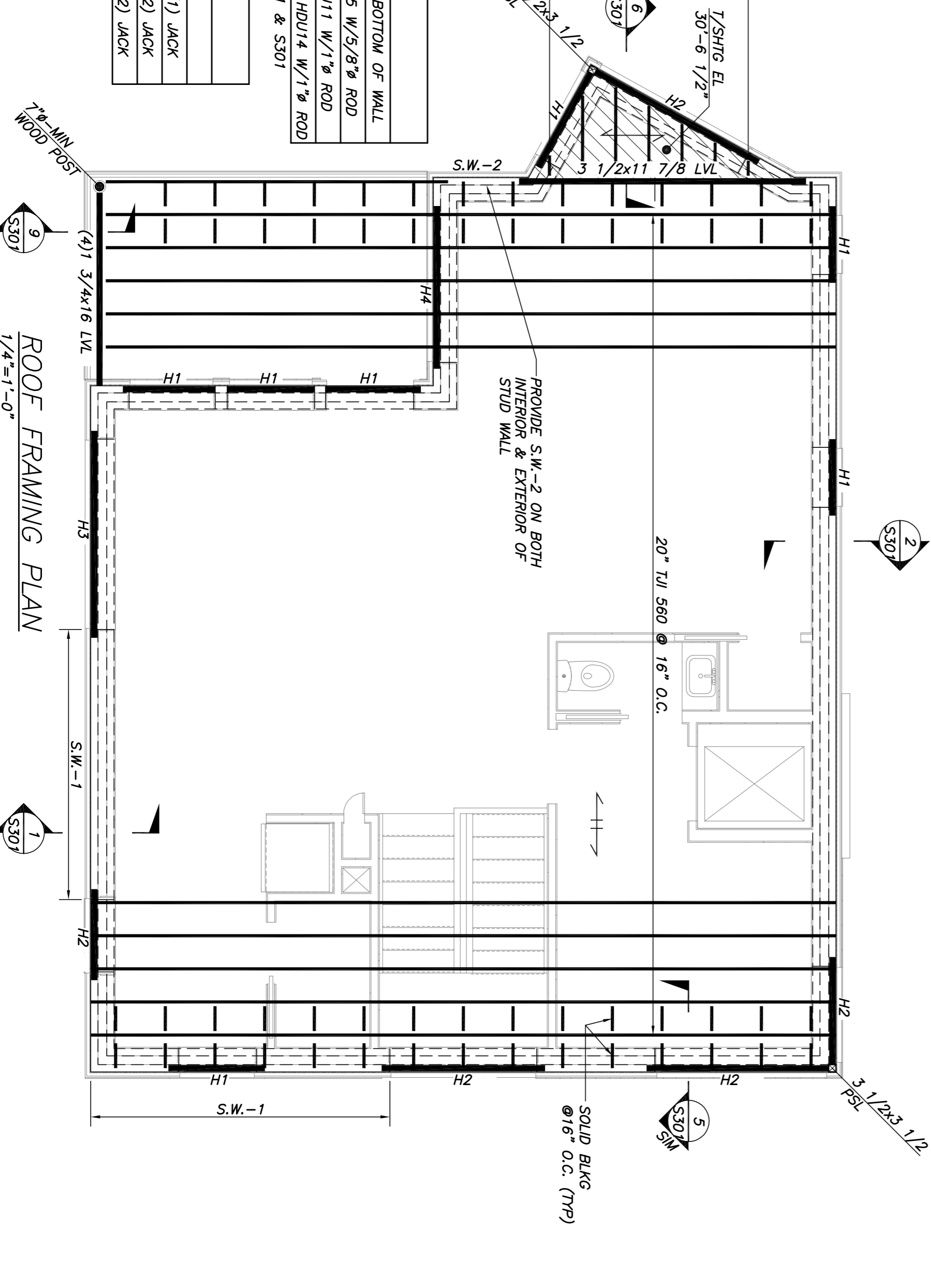
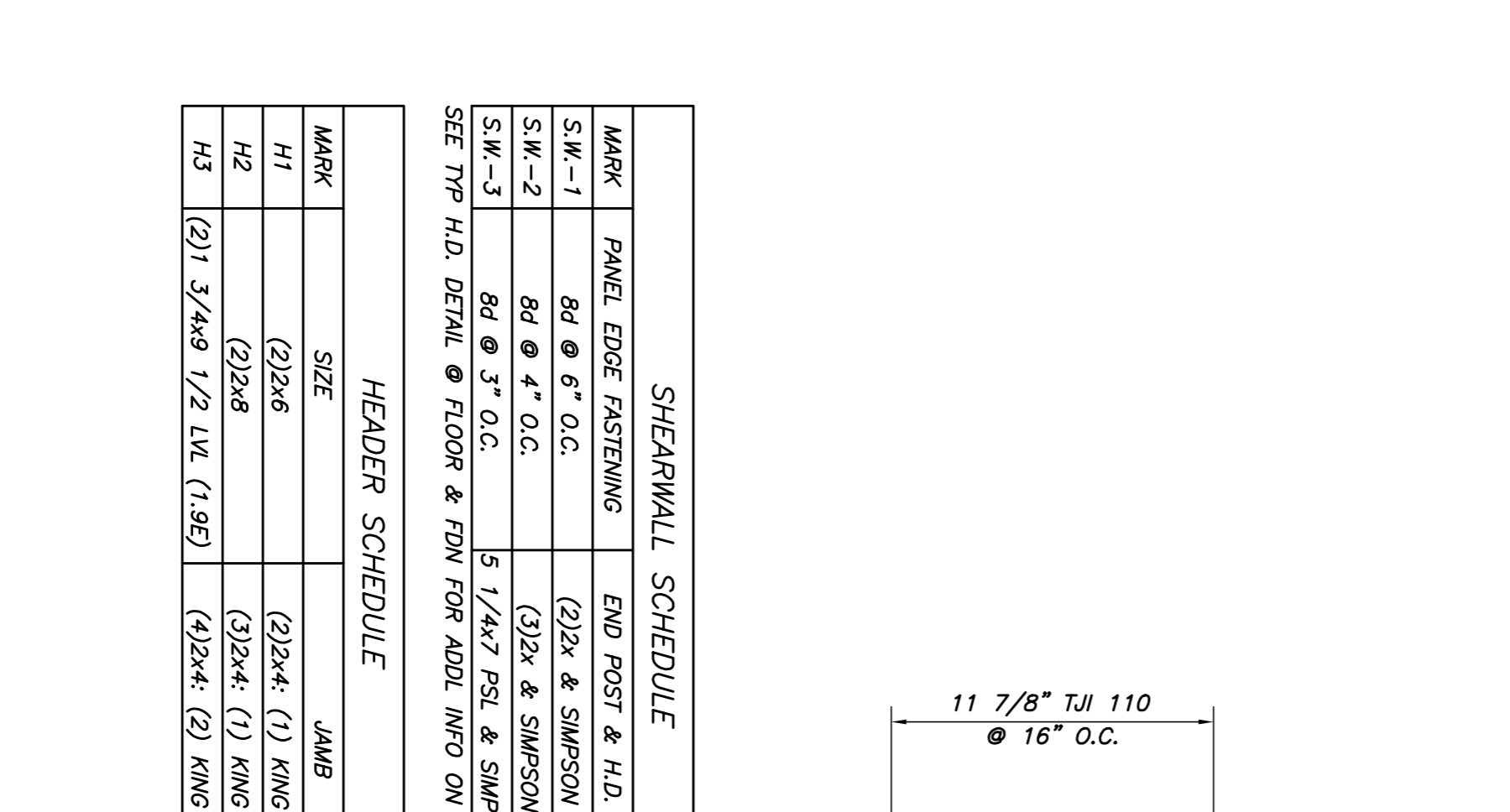
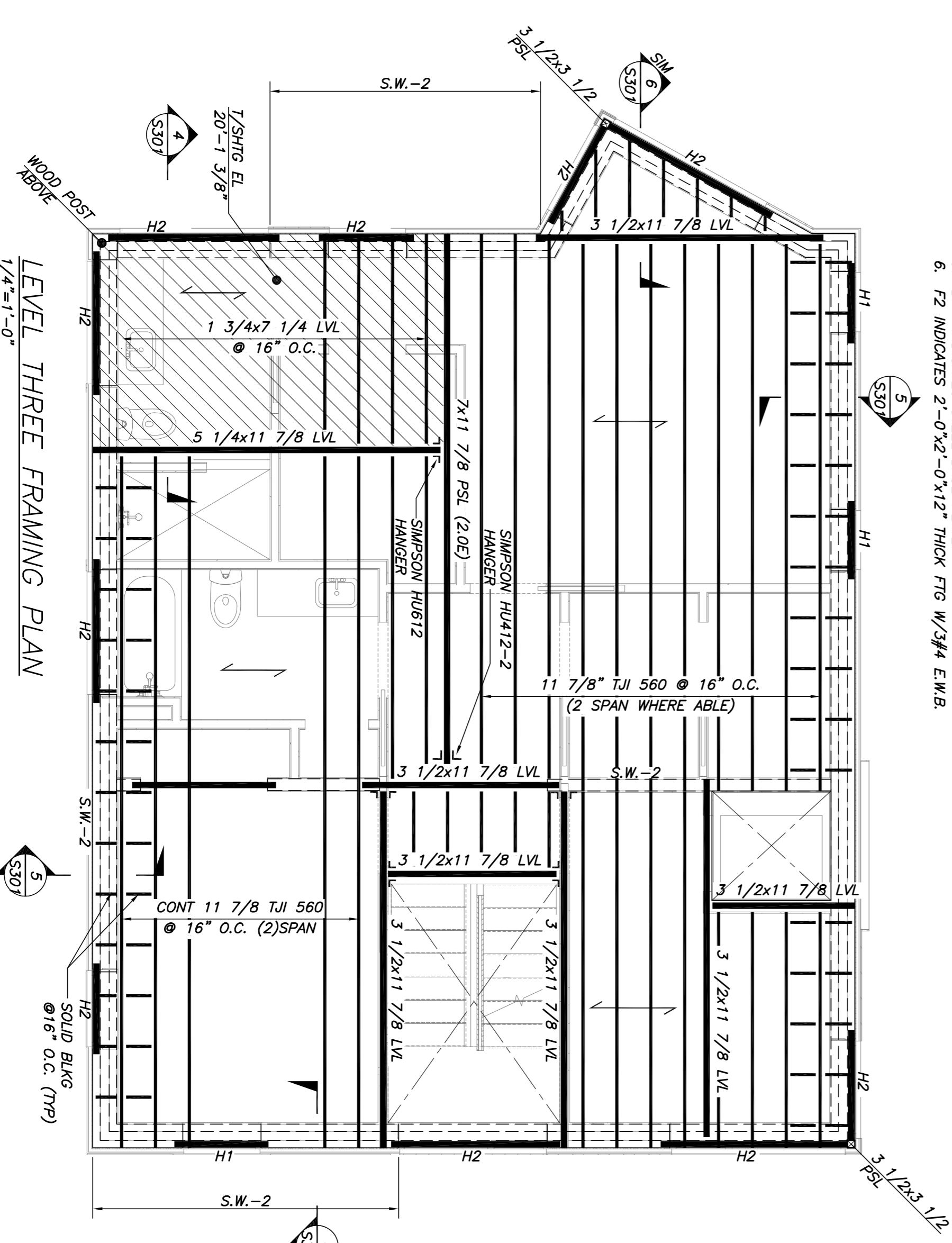
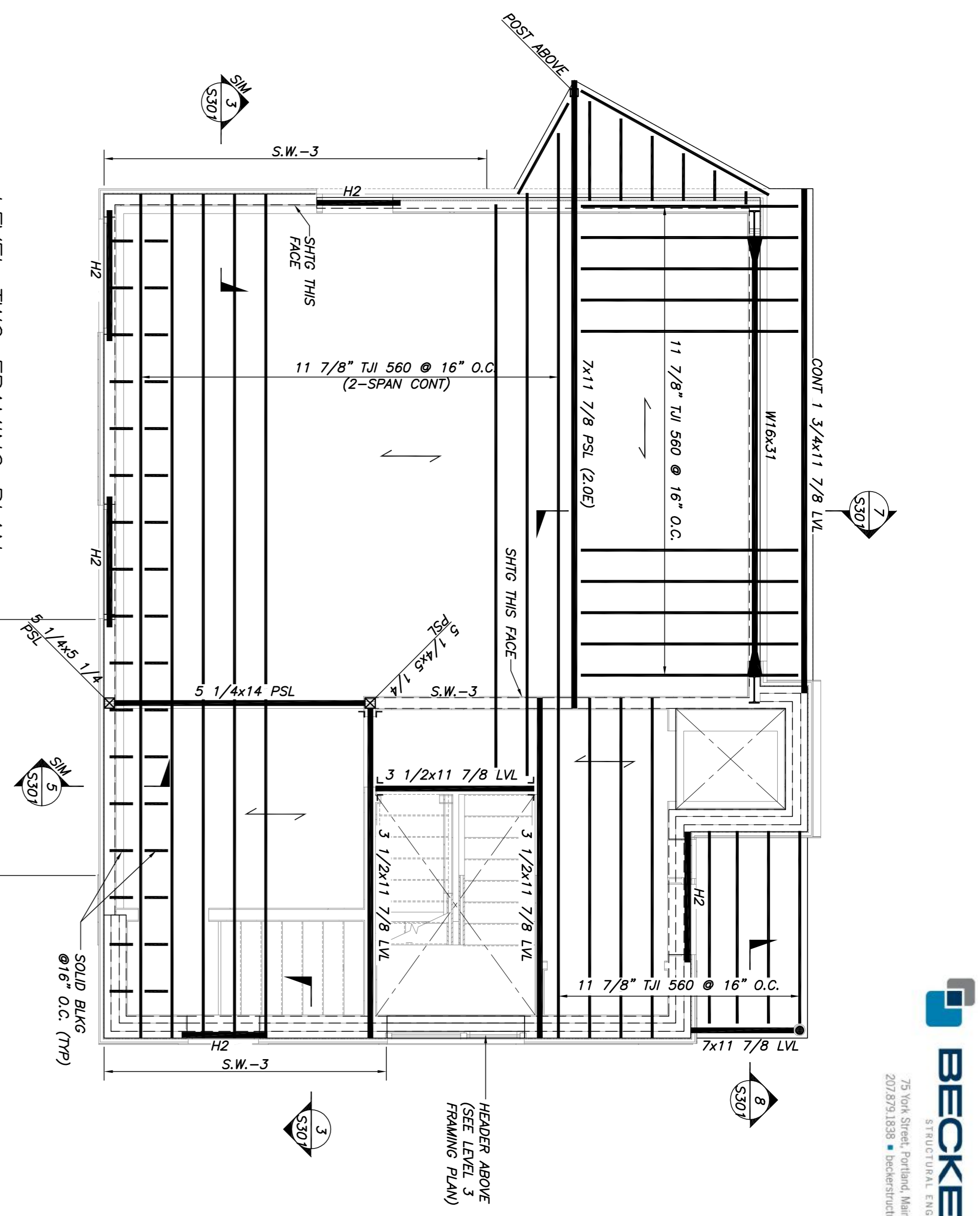
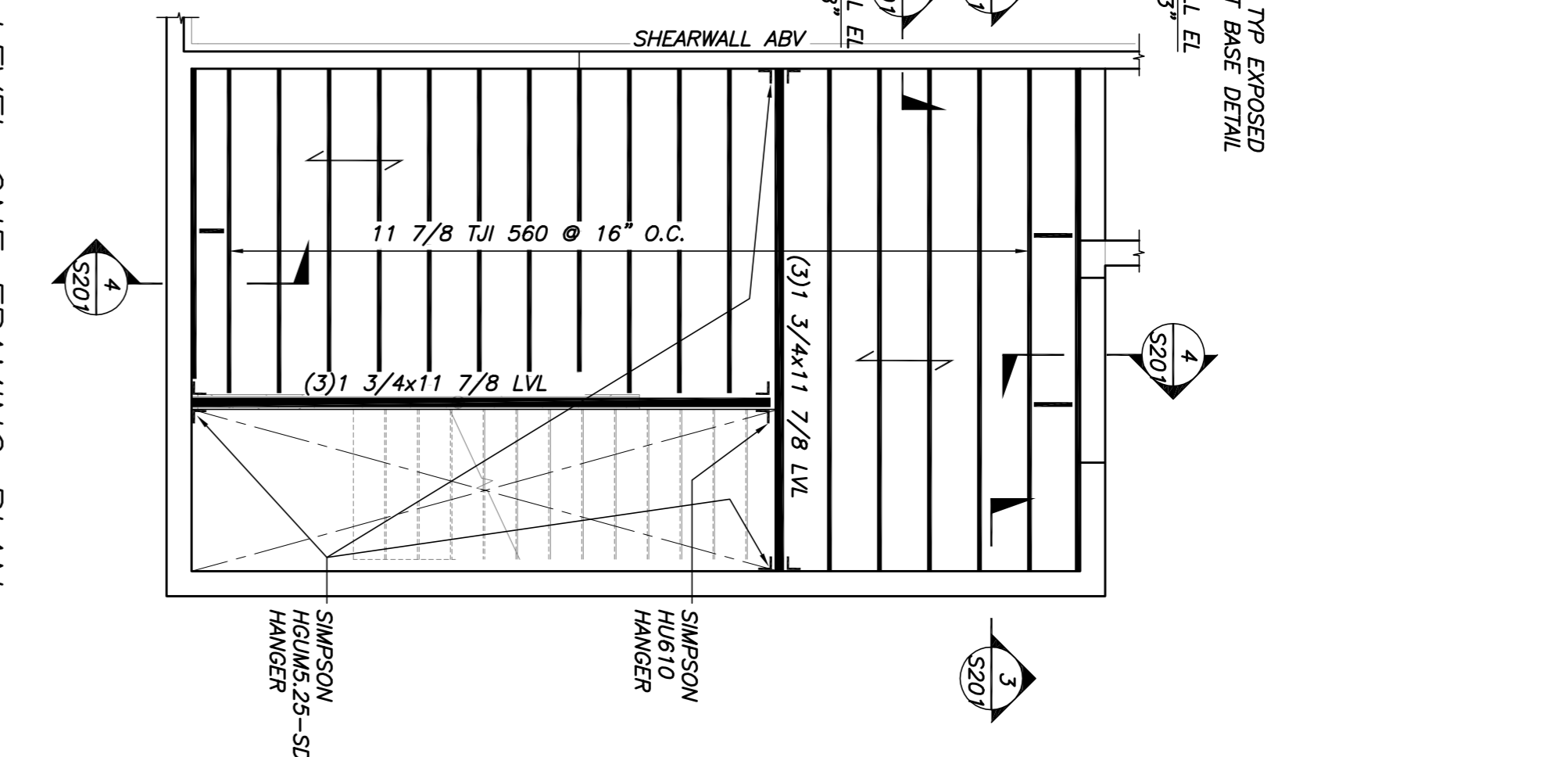
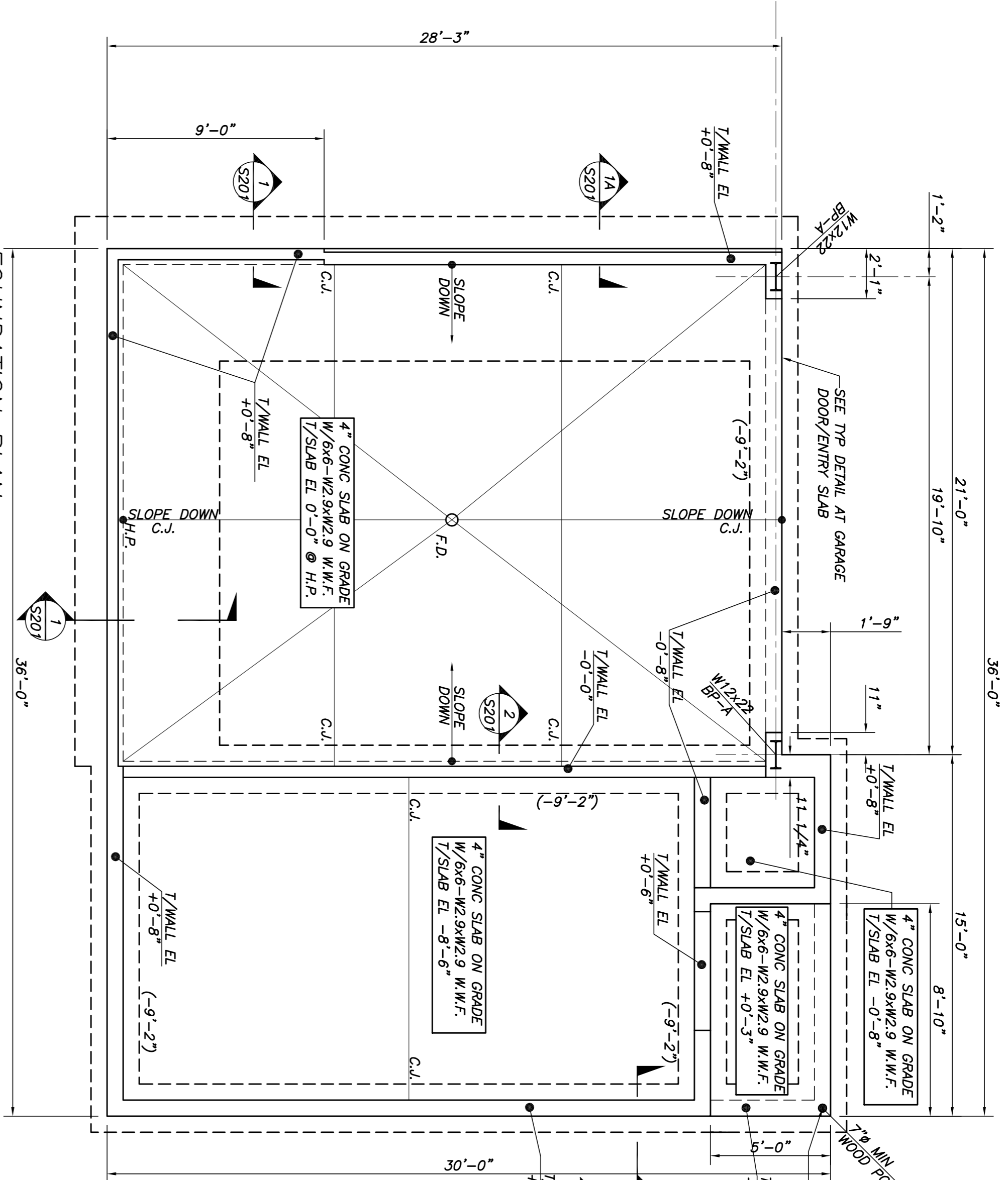
signatures

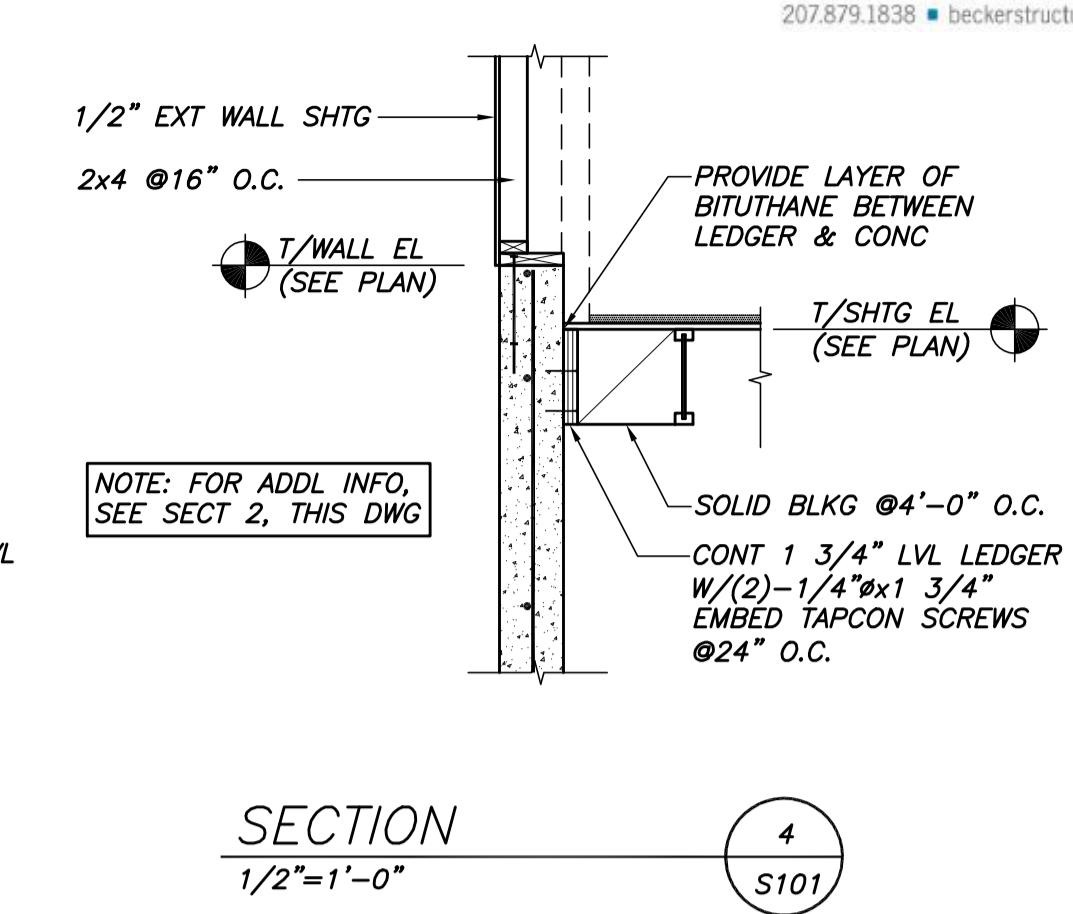
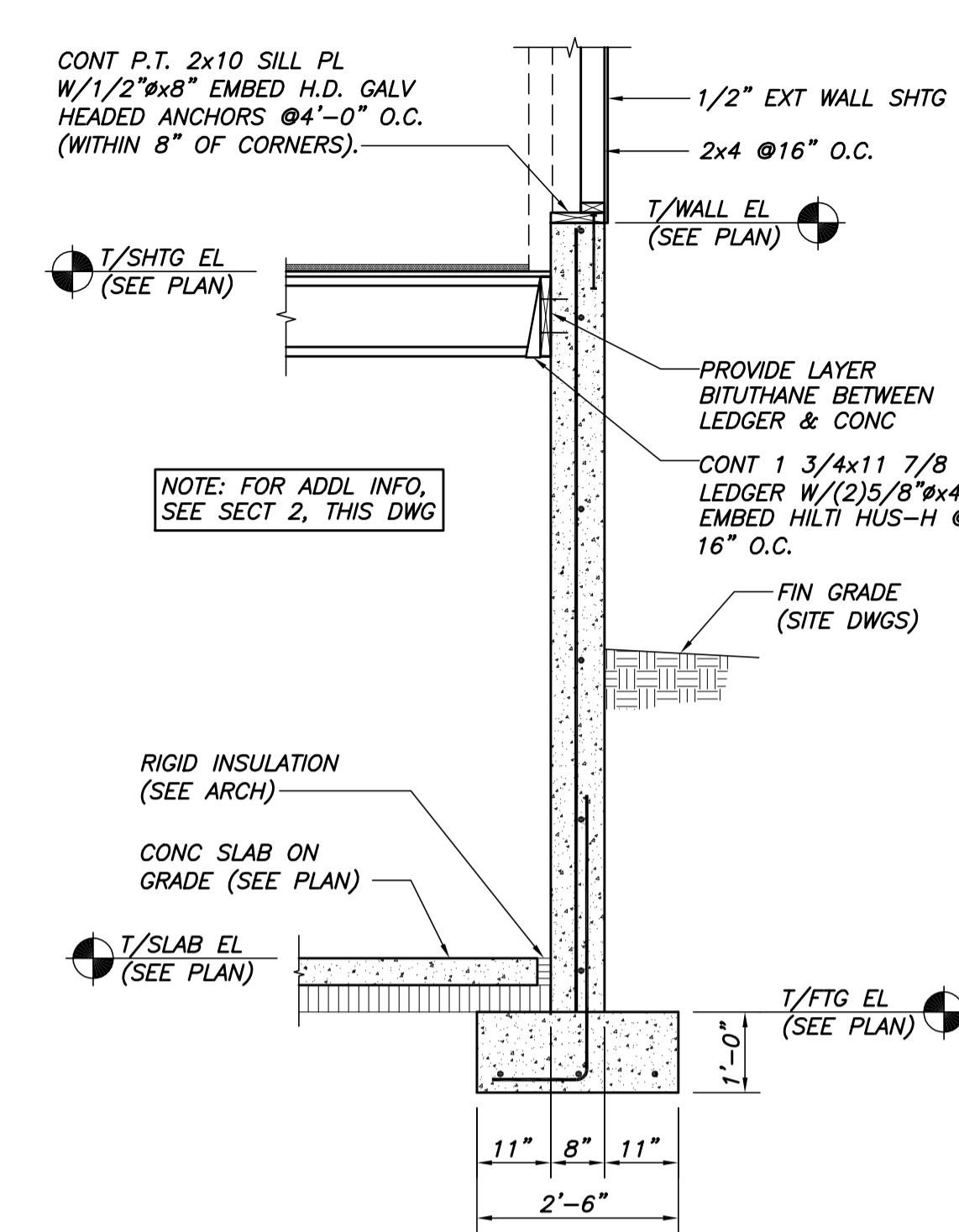
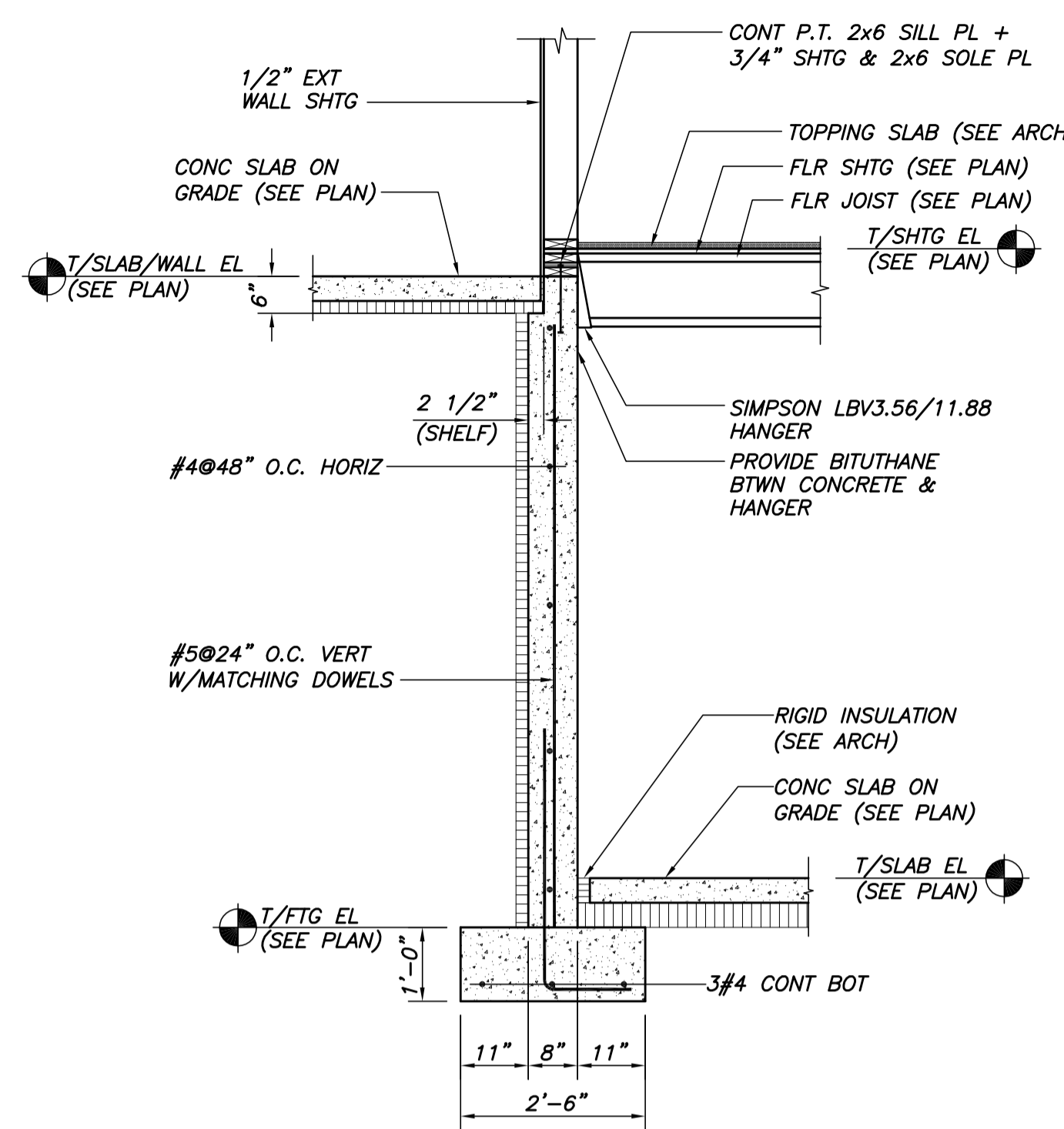
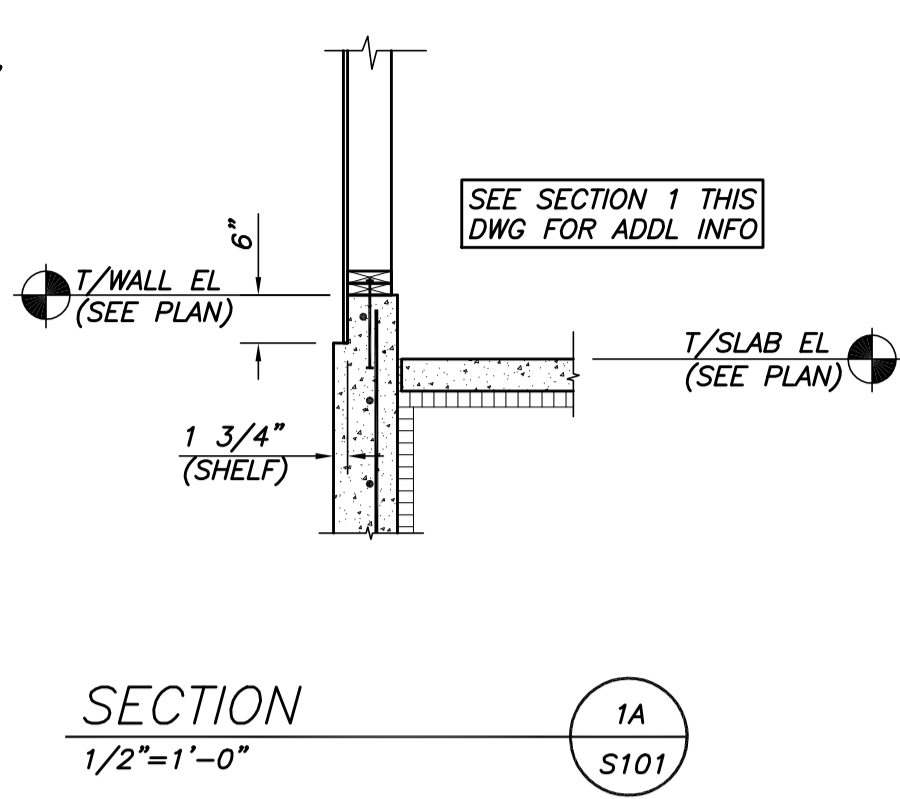
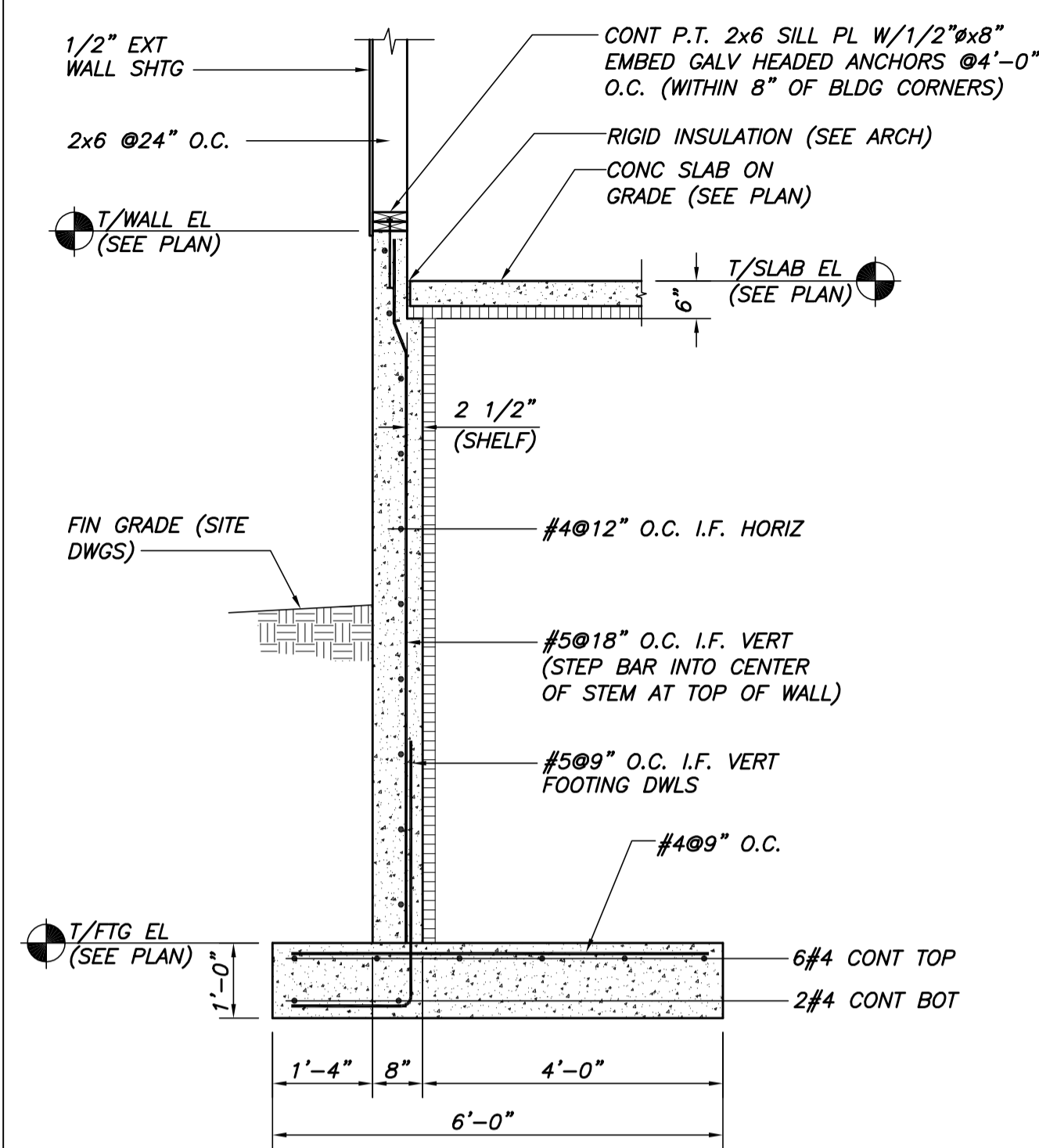
Mark G. Kiefner
Mark G. Kiefner, Trustee of the Nancy E. Bogg Living Trust

Nancy E. Bogg
Nancy E. Bogg, Trustee of the Nancy E. Bogg Living Trust



Project Address: 100 Sheridan Street, Portland Maine 04101	
Total Square Footage of Proposed Structure/Area: 3,573 square feet (includes 368 sf for the basement, 721 sf for the garage and 116 sf for the wood deck on the 3rd floor)	Area of lot (total sq. ft.): 5,562 Garage: Yes ___ No ___ Attached ___ Detached ___ Sq. Ft.: _____ Number of Stories: <u>3</u> Number of Bathrooms: <u>2</u> Number of Bedrooms: <u>2</u>
Tax Assessor's Chart, Block & Lot(s): Chart# 13 Block # J Lot # 16-18	
Current legal use: <u>Two Family</u> Number of Residential Units <u>2</u> If vacant, what was the previous use? _____ Is property part of a subdivision? _____ If yes, please name _____ Project Description: New Sprinklered single family home on an existing lot with an existing 2 family. RESIDENTIAL CONUSE C.O. REQUIRED	
<u>APPLICANT</u> – (must be owner, Lessee or Buyer) Name: Nancy Bogg and Mark Kiefner Business Name, if applicable: Address: 5 Julie Ann Lane City/State : Cape Elizabeth, ME Zip Code: 04107	Work # 207-761-8402 Home# 207-799-2103 Cell # 207-749-3147 e-mail: mark.kiefner@goodwillnne.org
<u>OWNER INFORMATION</u> – (if different from Applicant) Name: Address: City/State : Zip Code:	Work # Home# Cell # e-mail:
<u>CONTRACTOR INFORMATION</u> : Name: munjoyhill homes Address: 202 washington ave City/State : portland, me Zip Code: 04101 Phone Number: 207-233-3753	Contact when Building Permit is Ready: Name: Ron Gan Phone Number: 207-233-3753



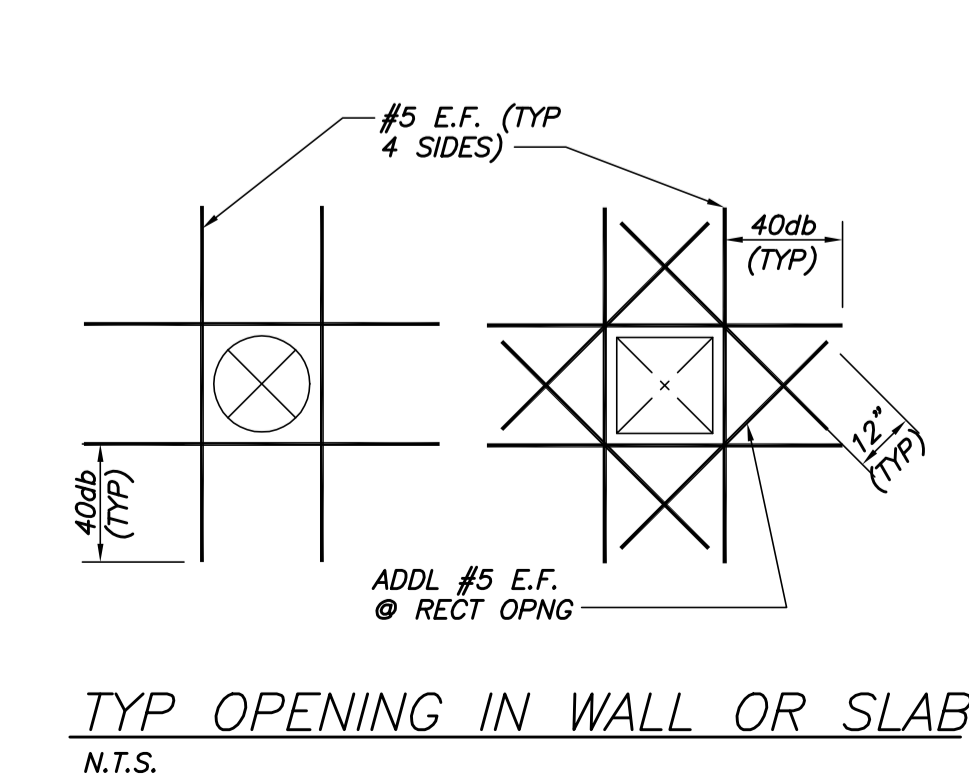
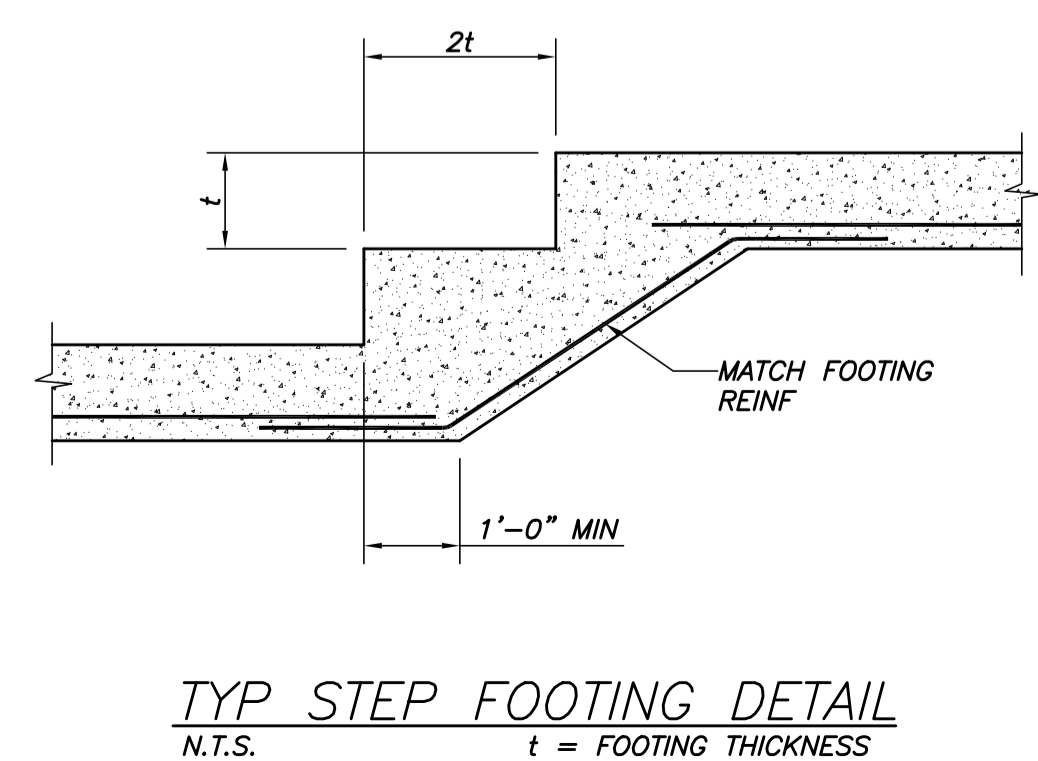
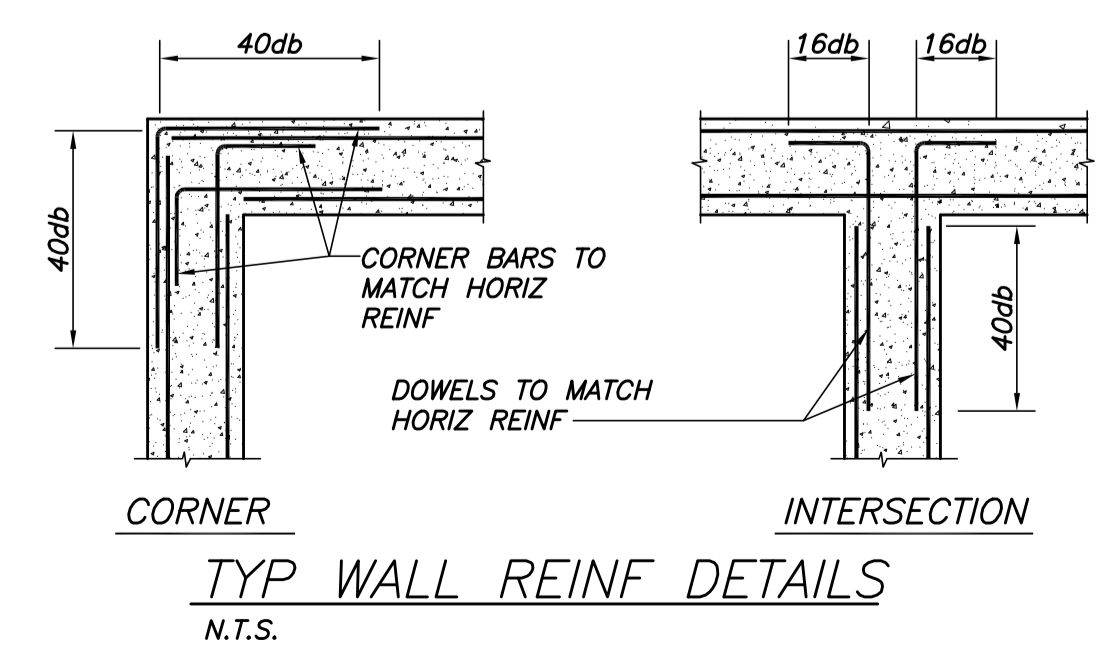
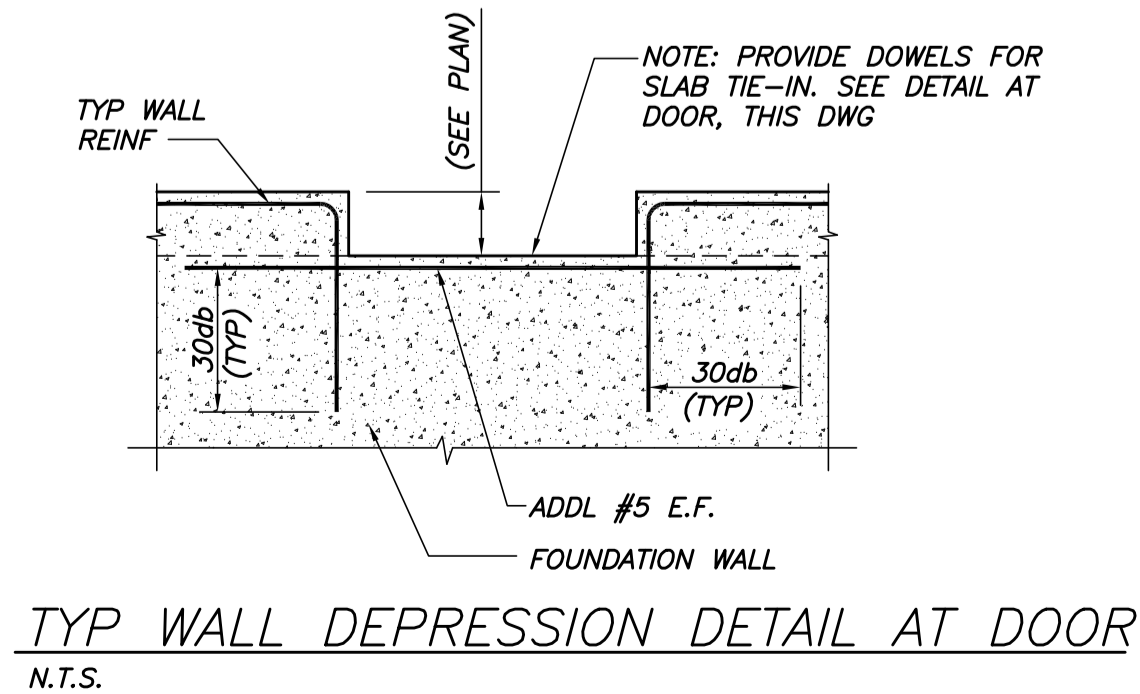
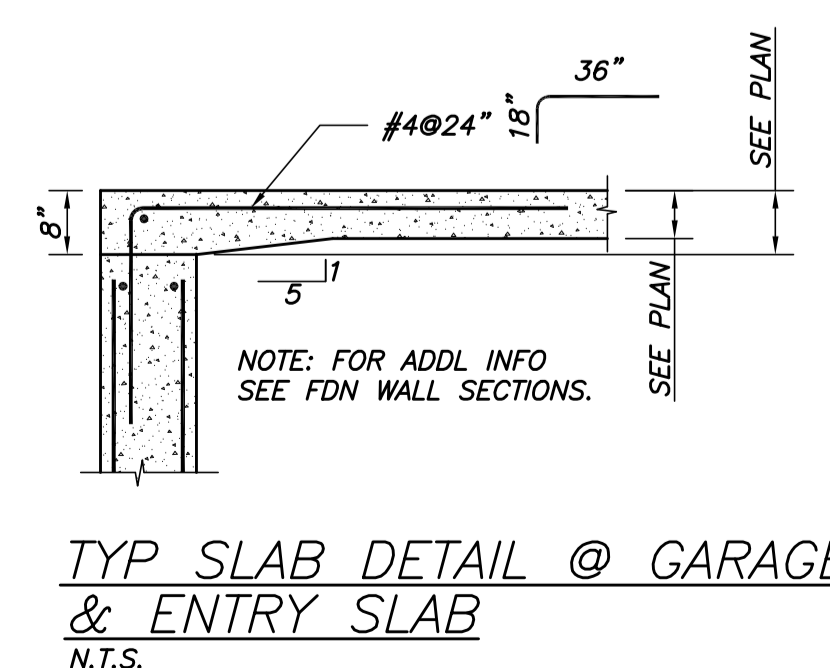
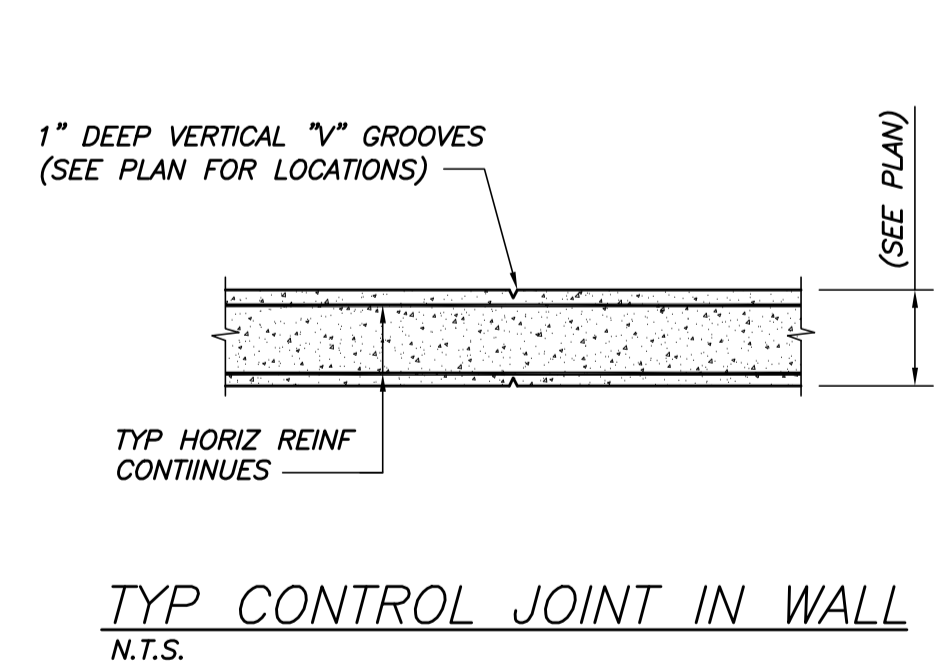
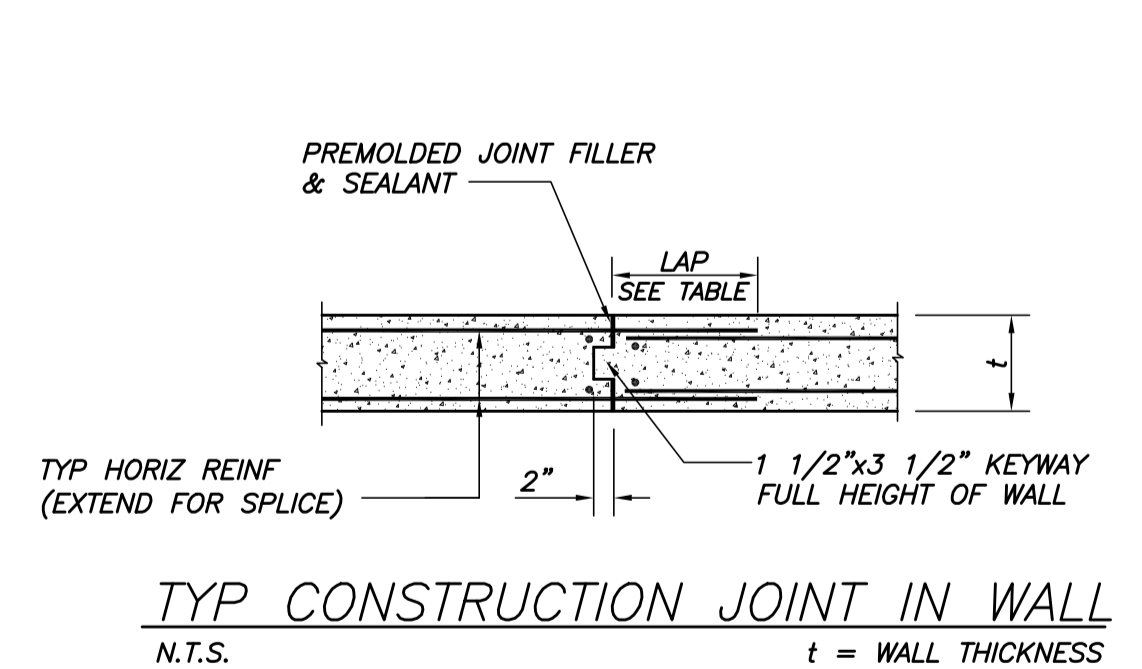
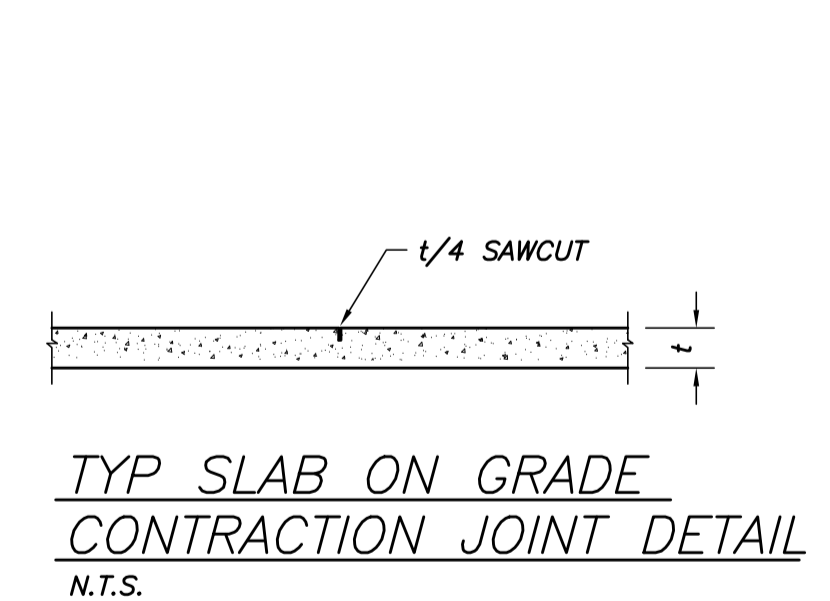
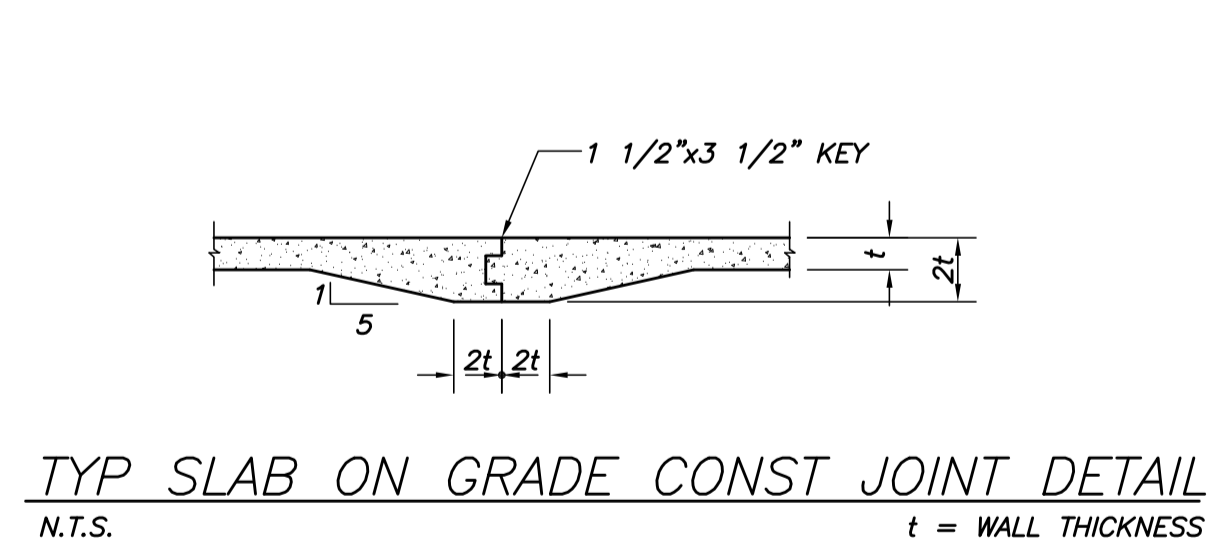
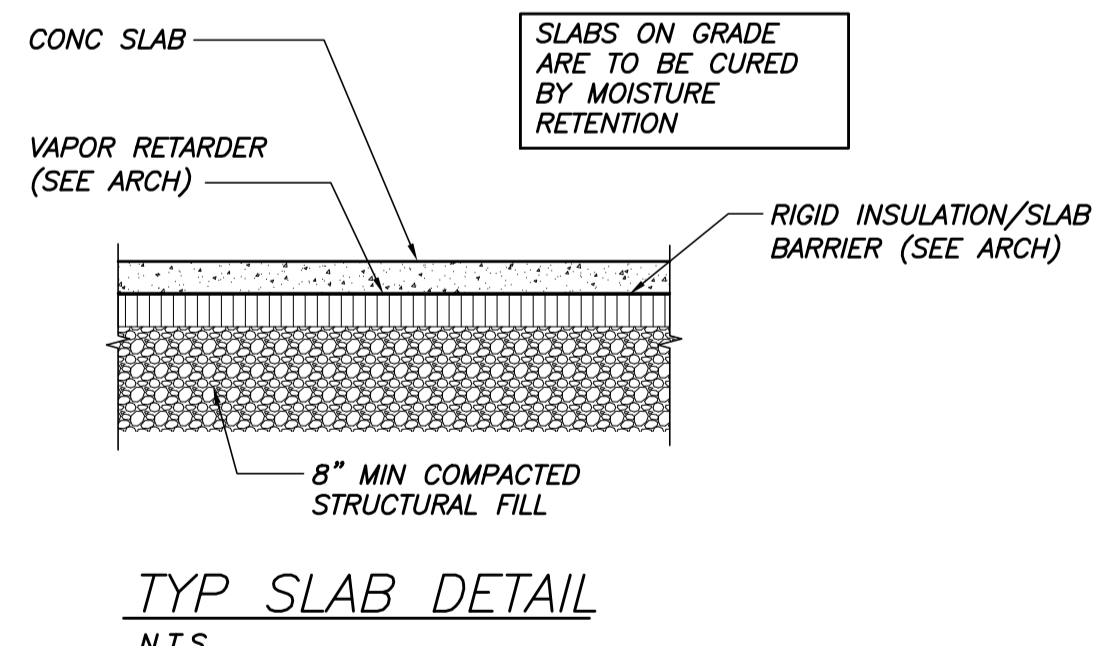


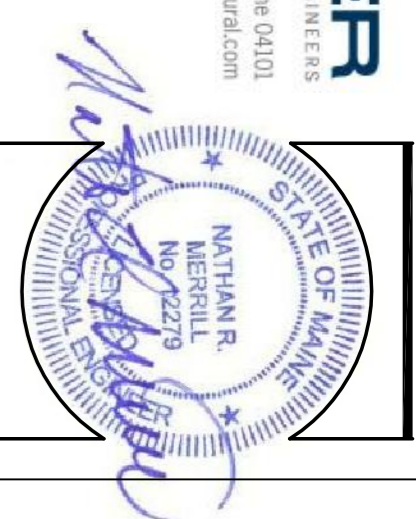
SECTION 1
1/2"=1'-0"

SECTION 2
1/2"=1'-0"

SECTION 3
1/2"=1'-0"

BAR SIZE	LAP LENGTH
#3	24"
#4	32"
#5	42"
#6	48"
#7	72"
#8	80"





BOGG + KIEFNER RESIDENCE
100 Sheridan Street Portland, ME
Project Description

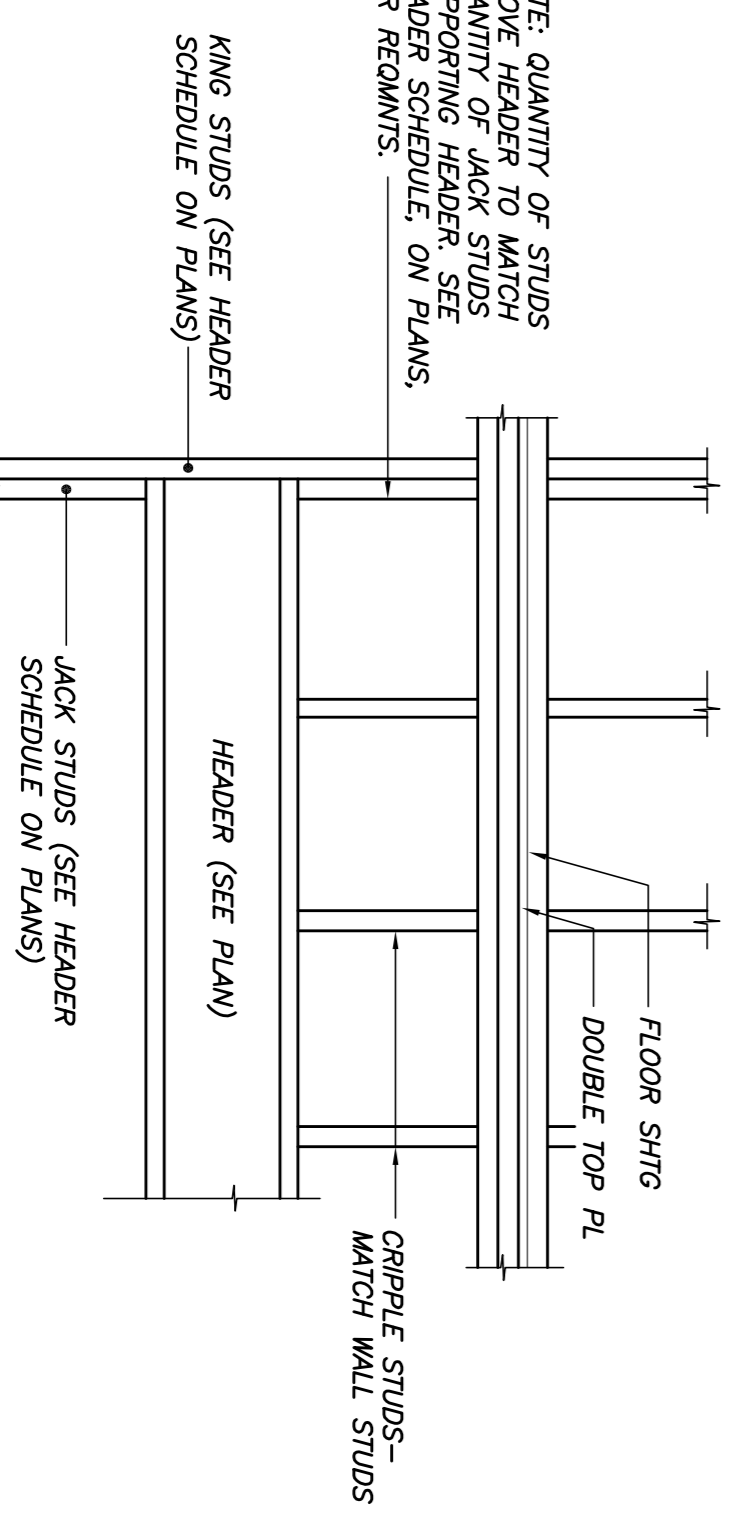
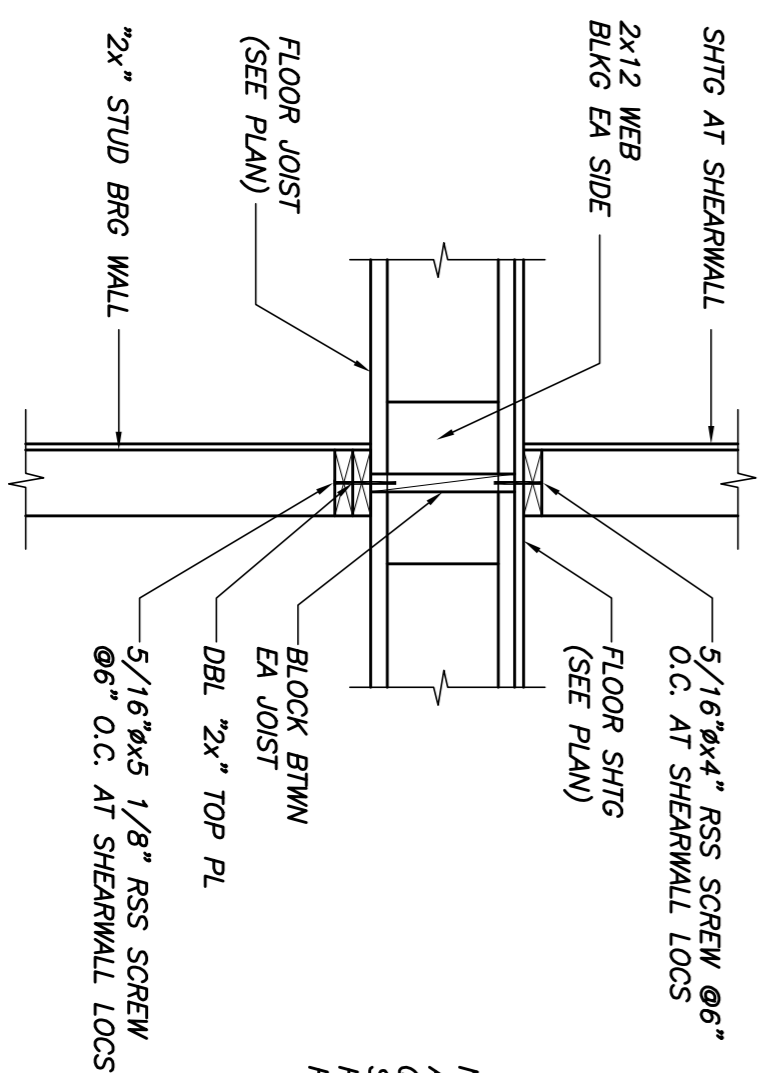
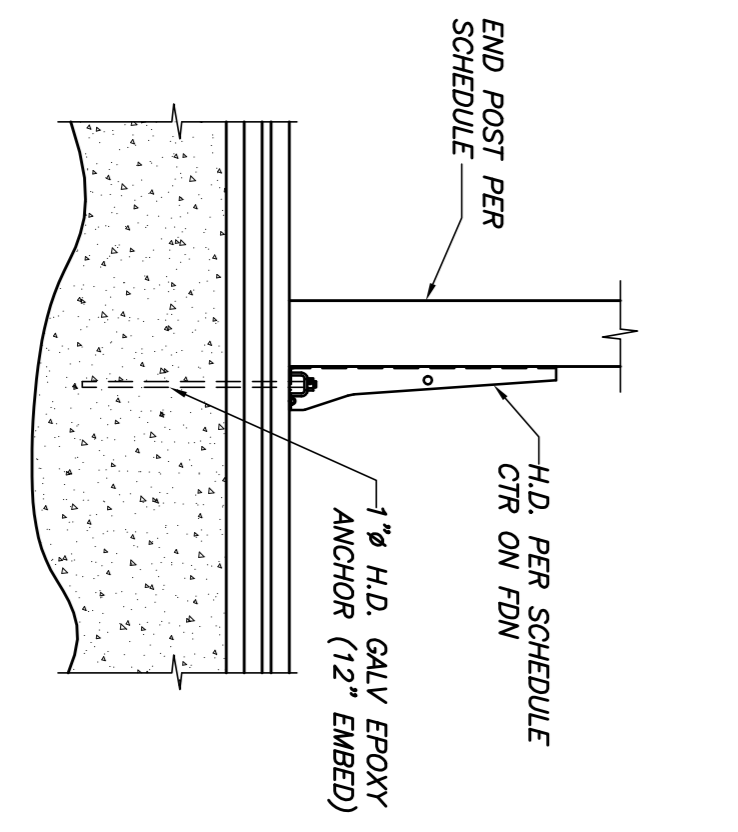
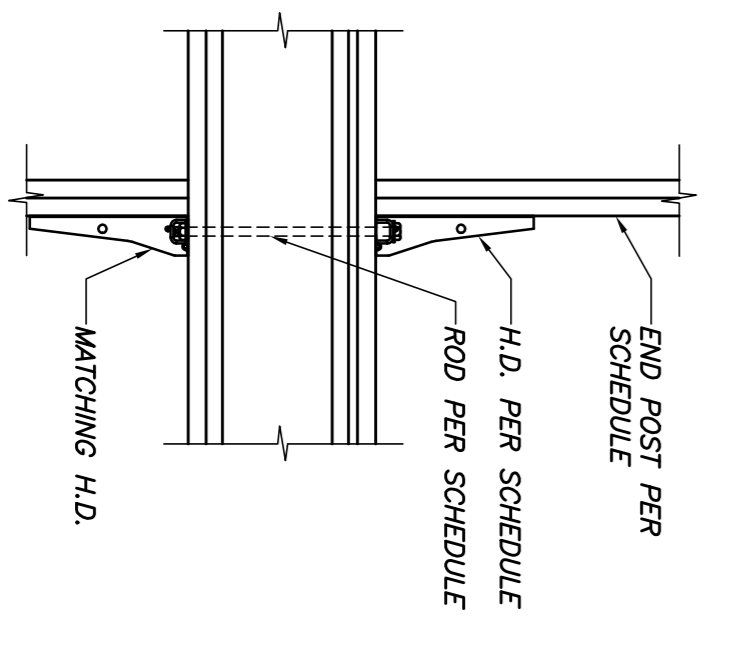
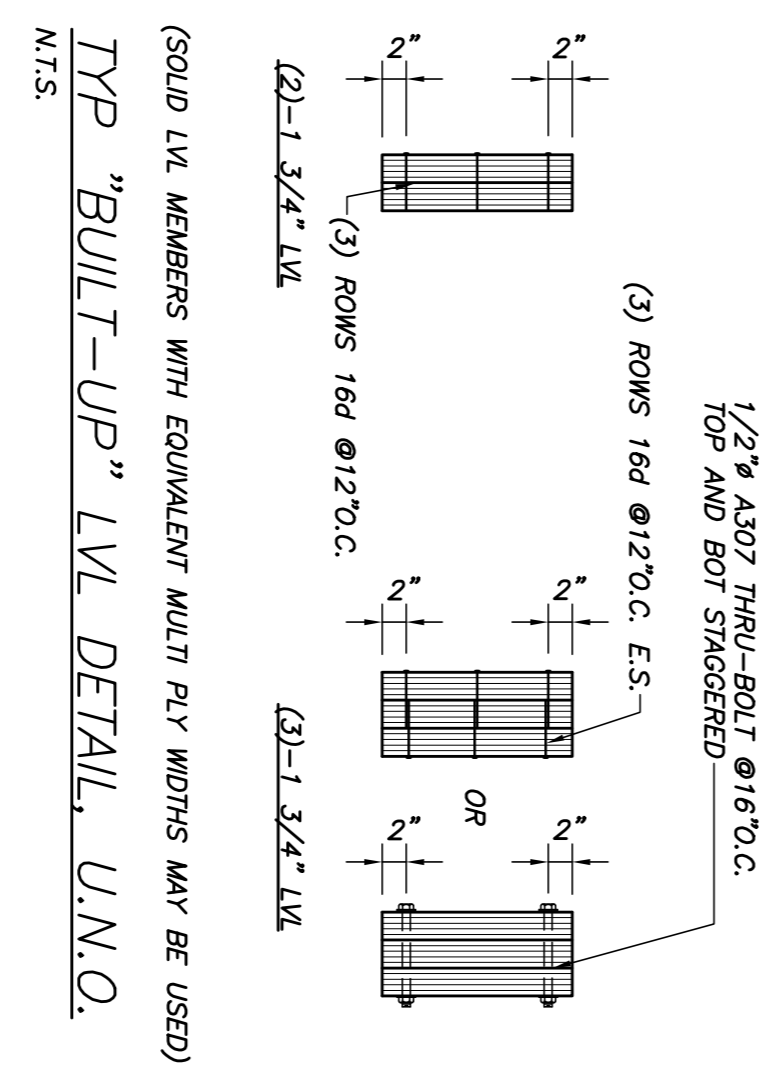
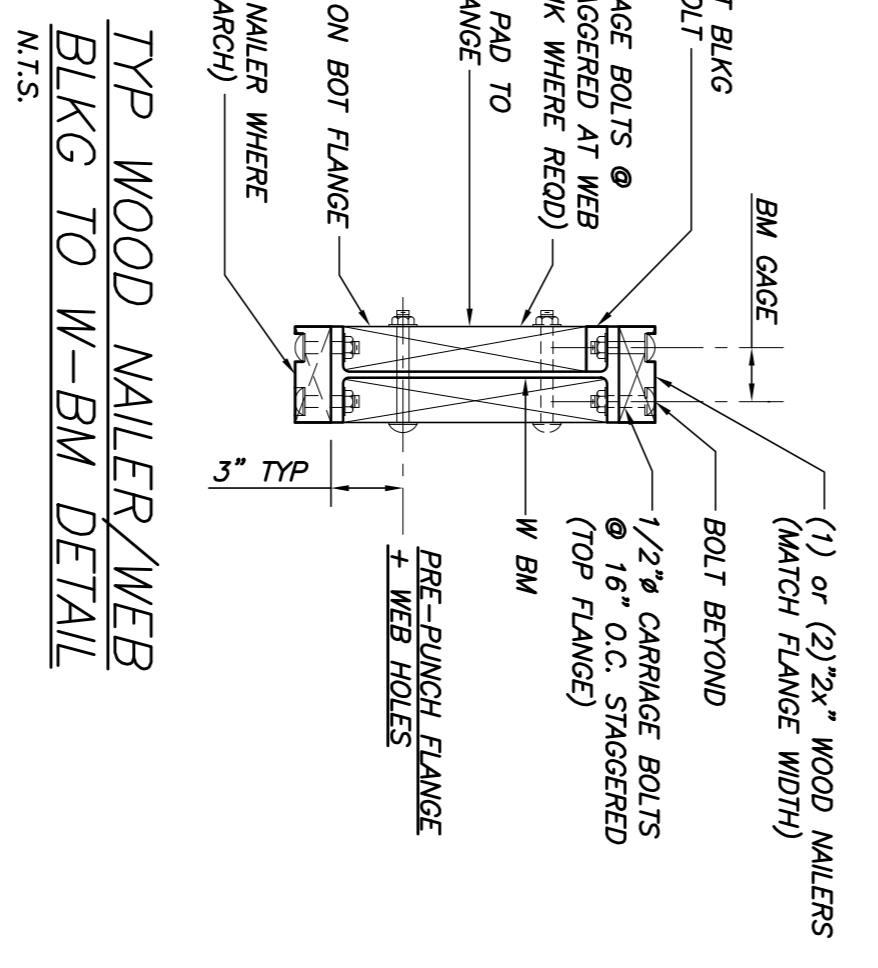
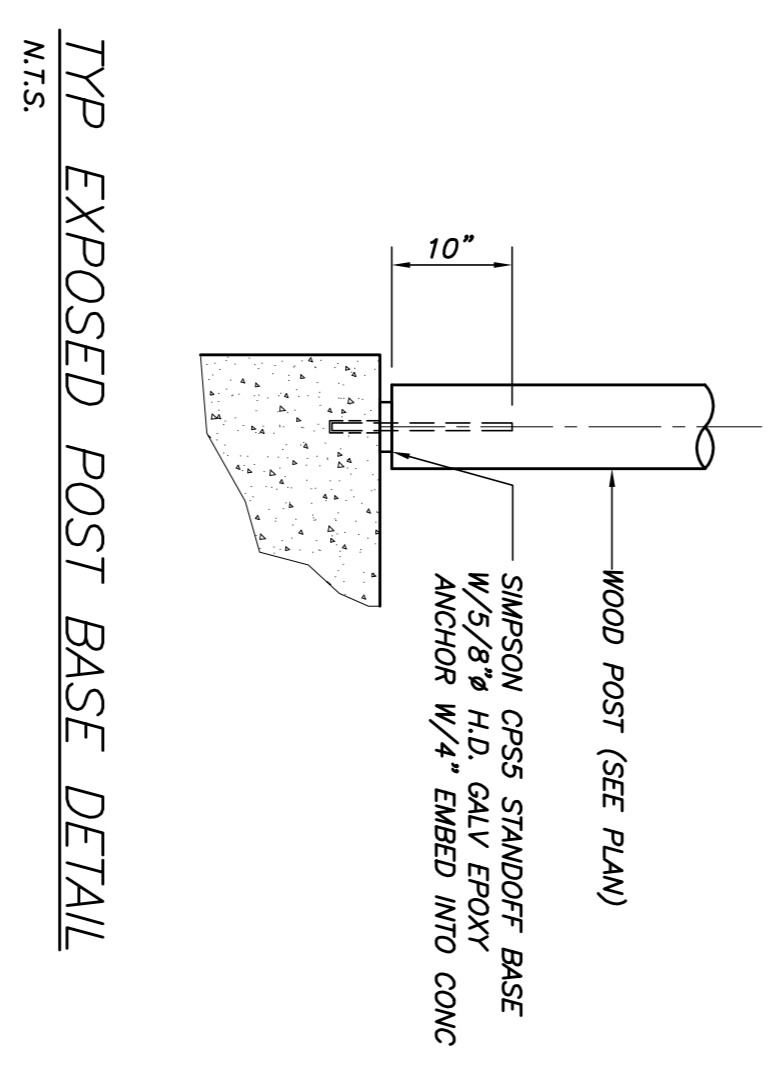
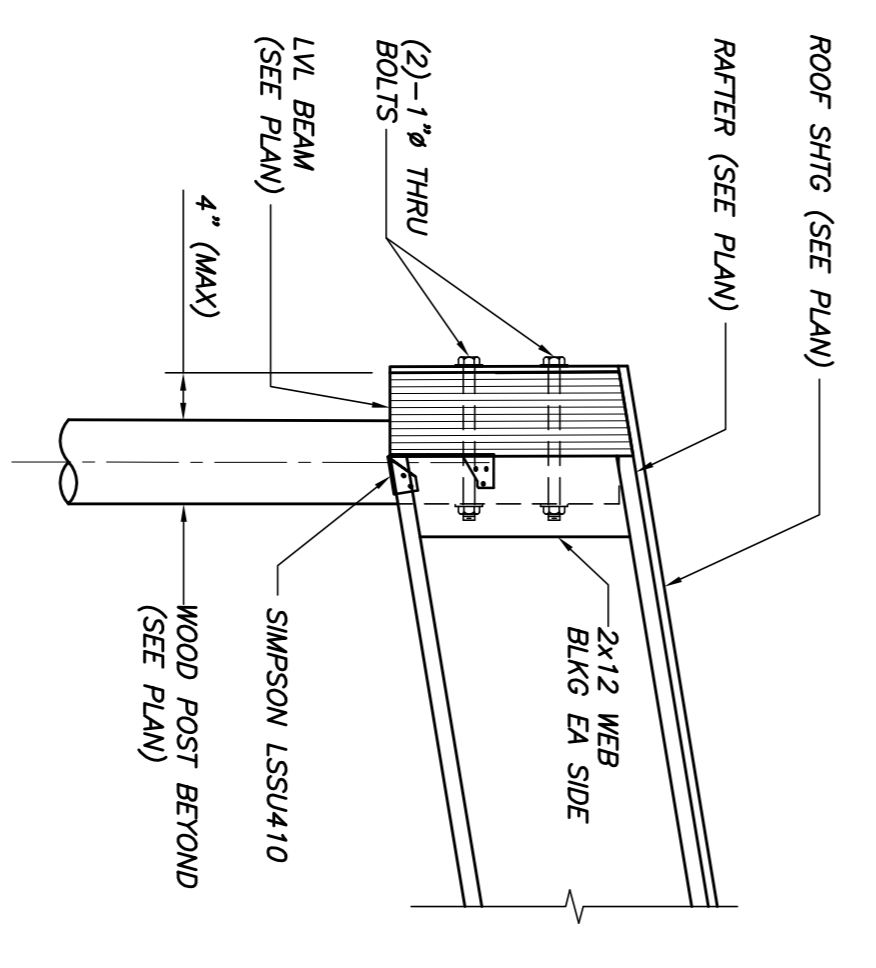
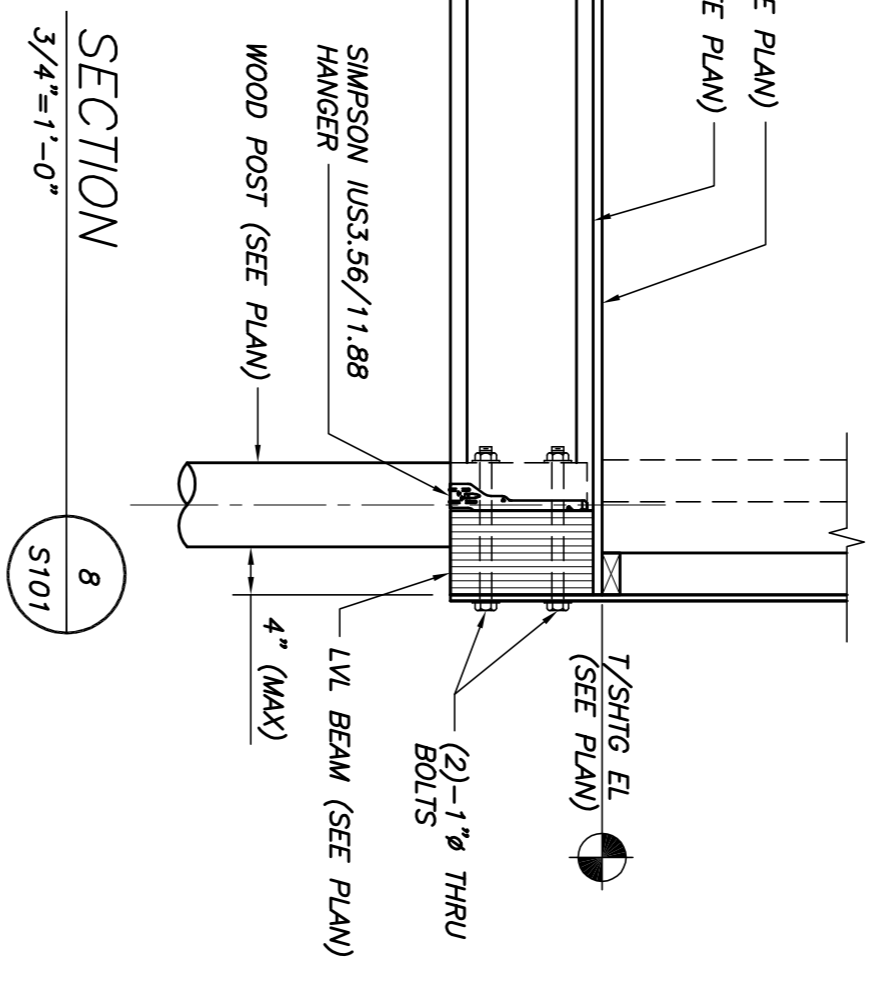
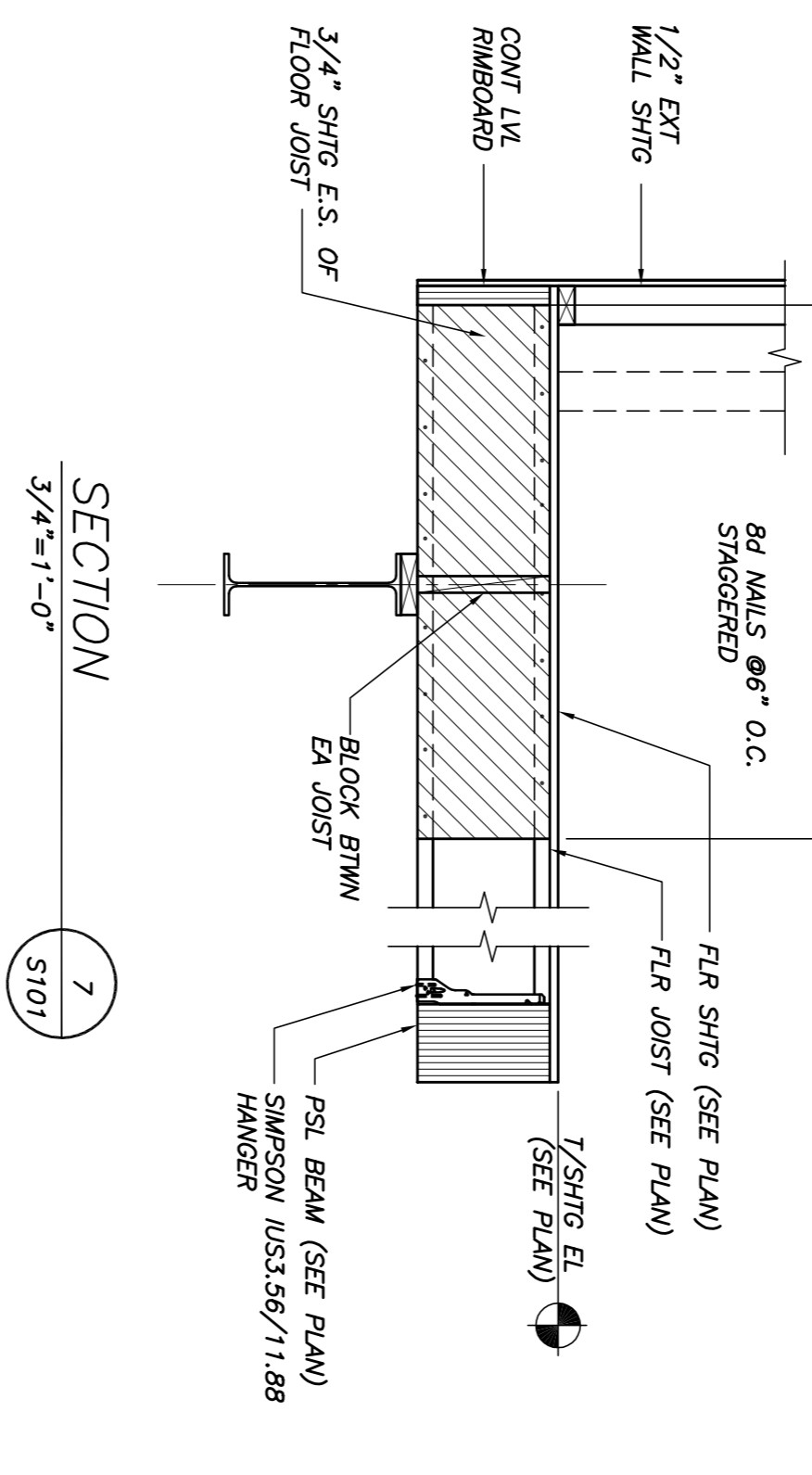
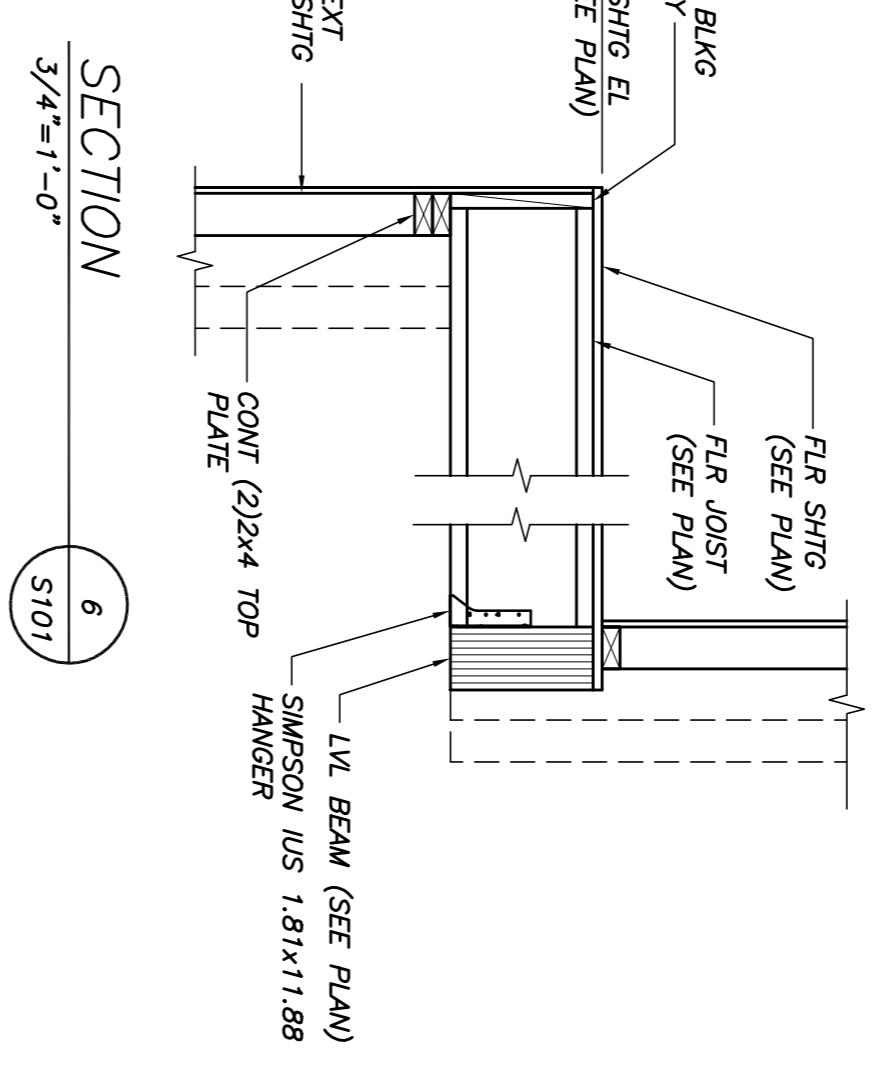
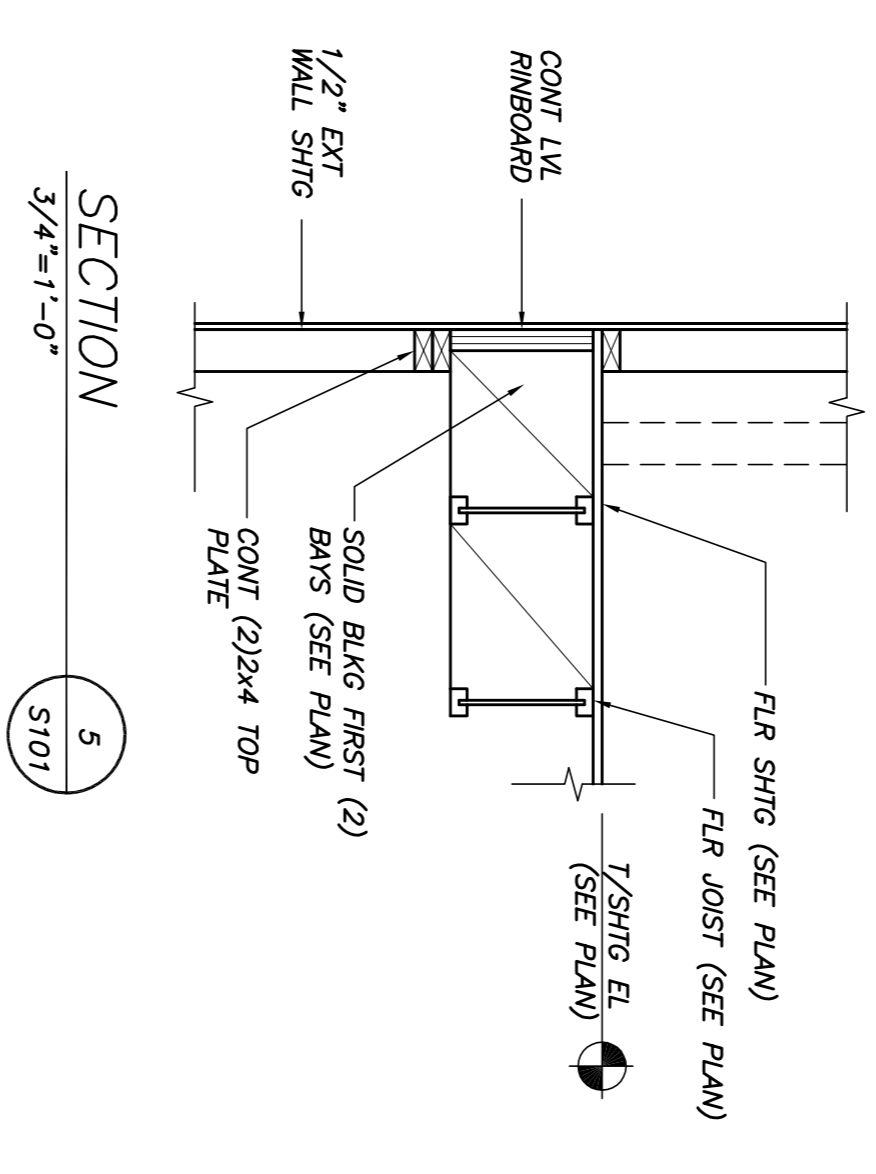
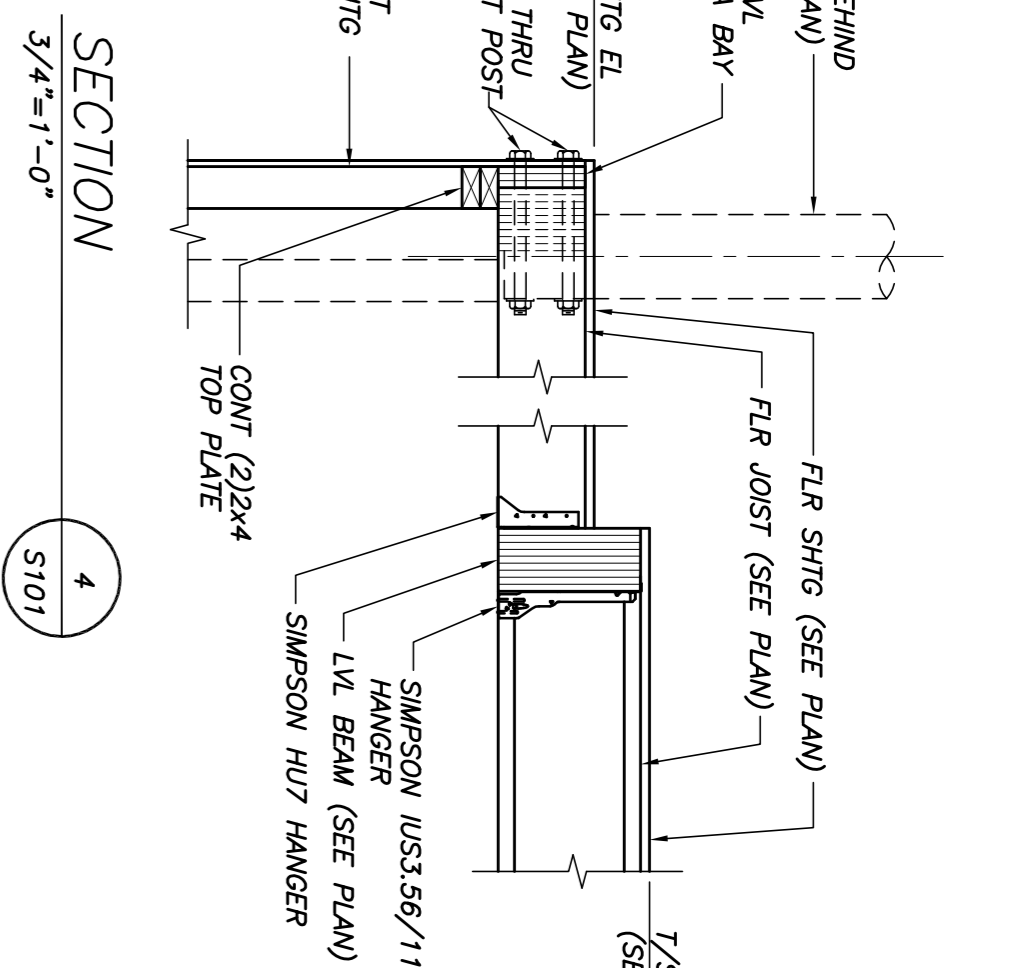
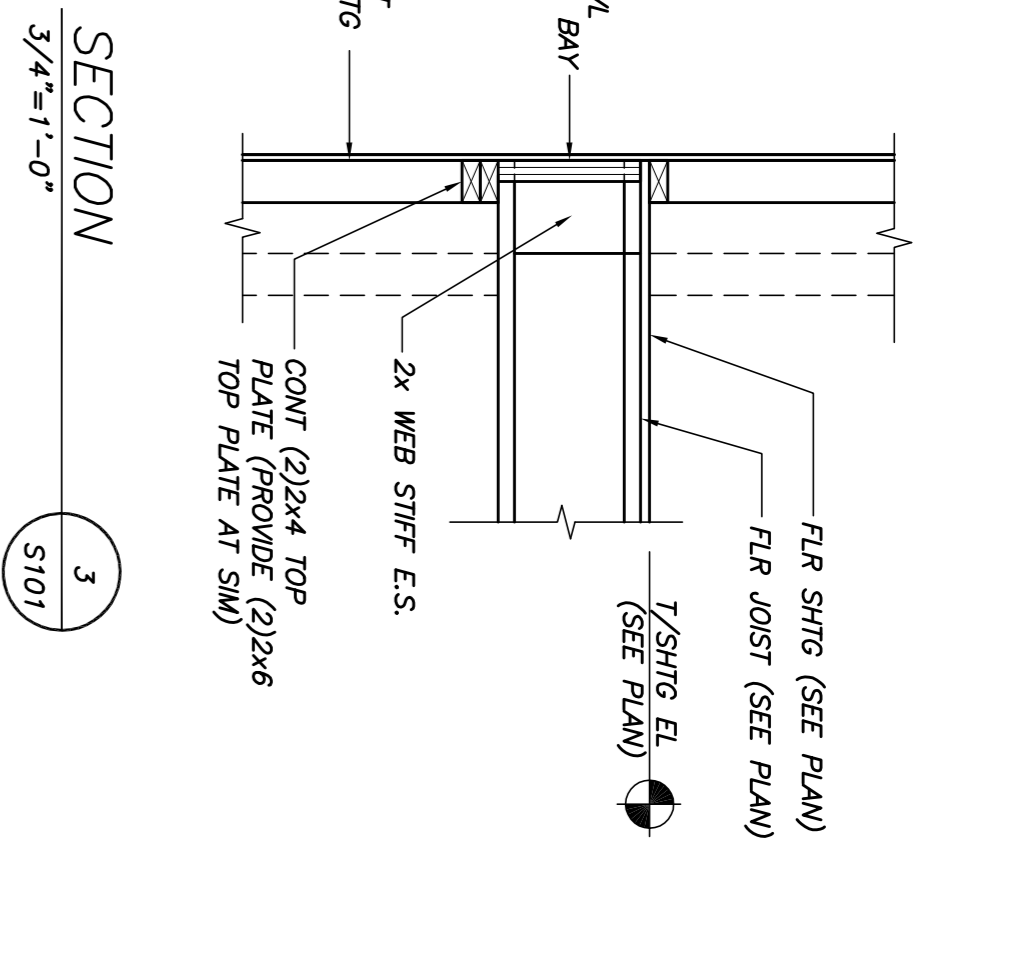
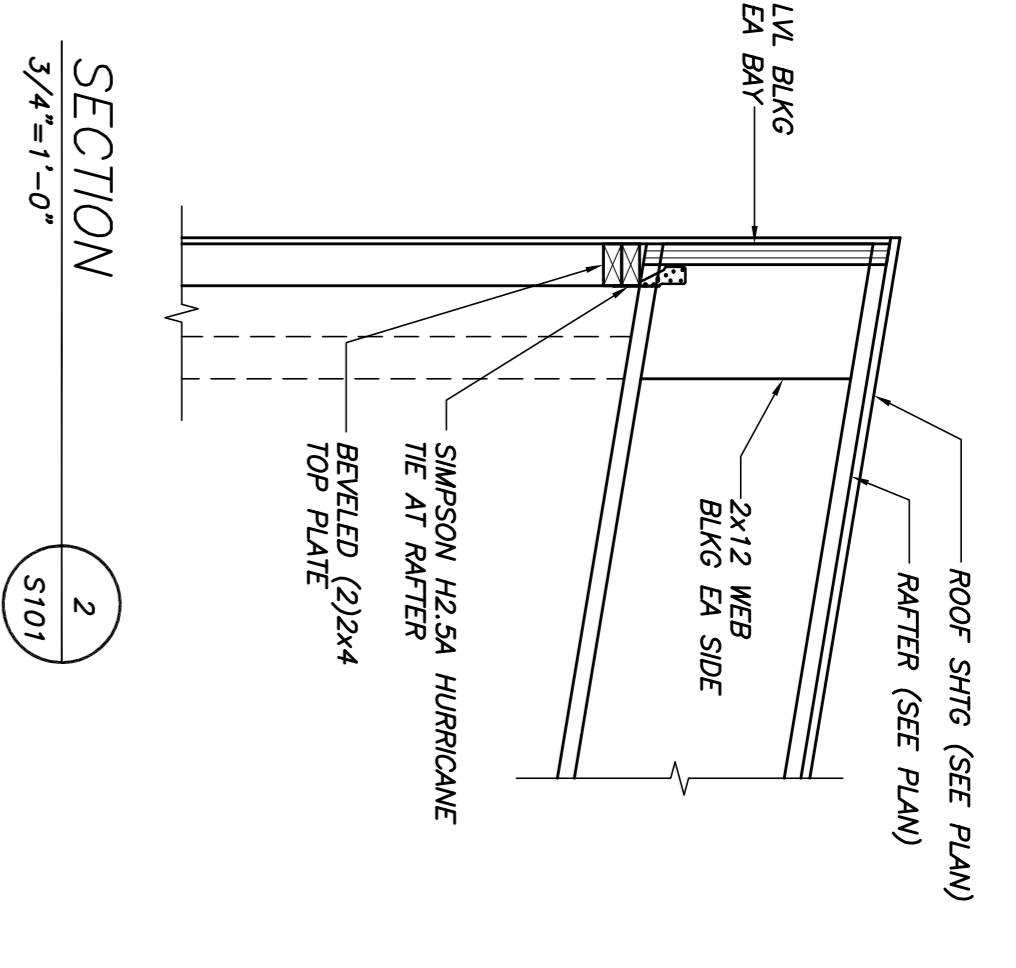
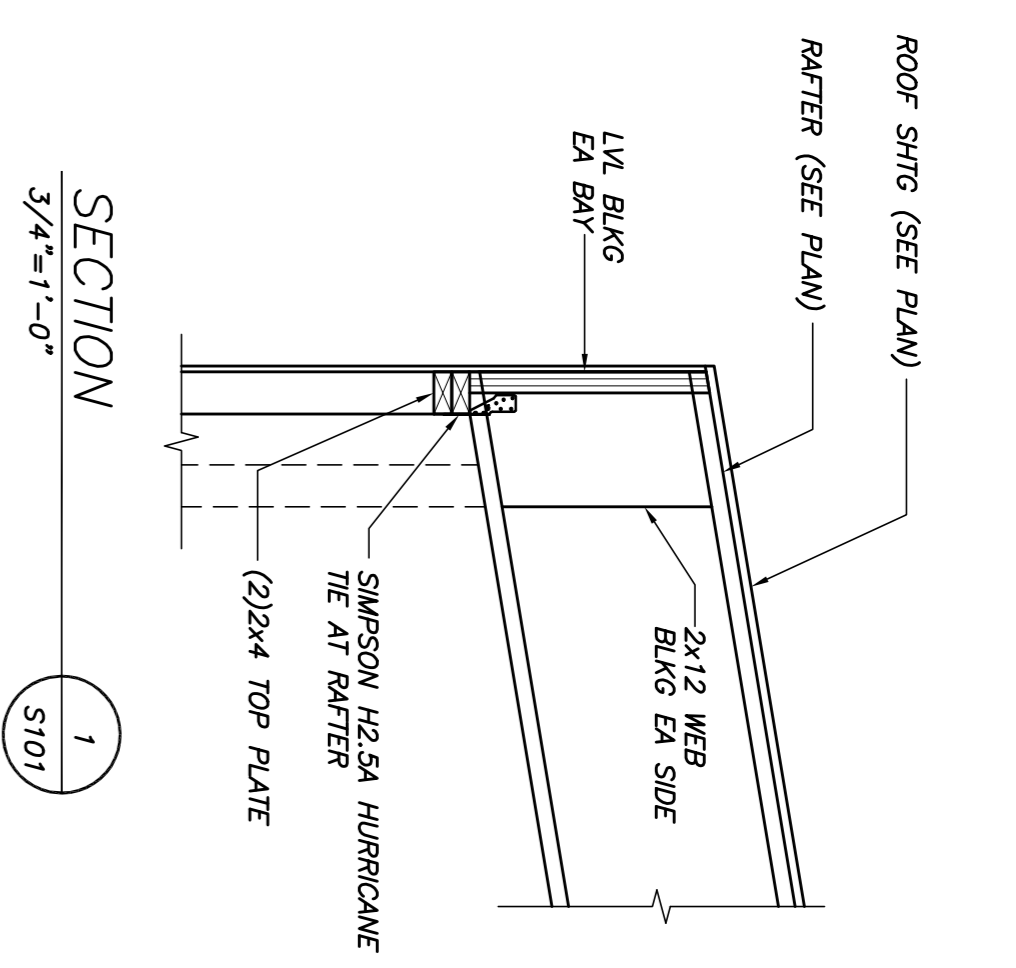


CONSULTANTS:

REVISIONS:

ISSUED:	08/29/2010
PROJECT NO.:	34.0
DRAWN BY:	MSK
CHECKED BY:	NMR
SHEET TITLE:	FRAMING SECTIONS & DETAILS

S301



TYP HOLDOWN DETAIL @ FLOOR
N.T.S.

TYP HOLDOWN DETAIL @ FOUNDATION
N.T.S.

TYP BEARING WALL DETAIL U.N.O.
N.T.S.

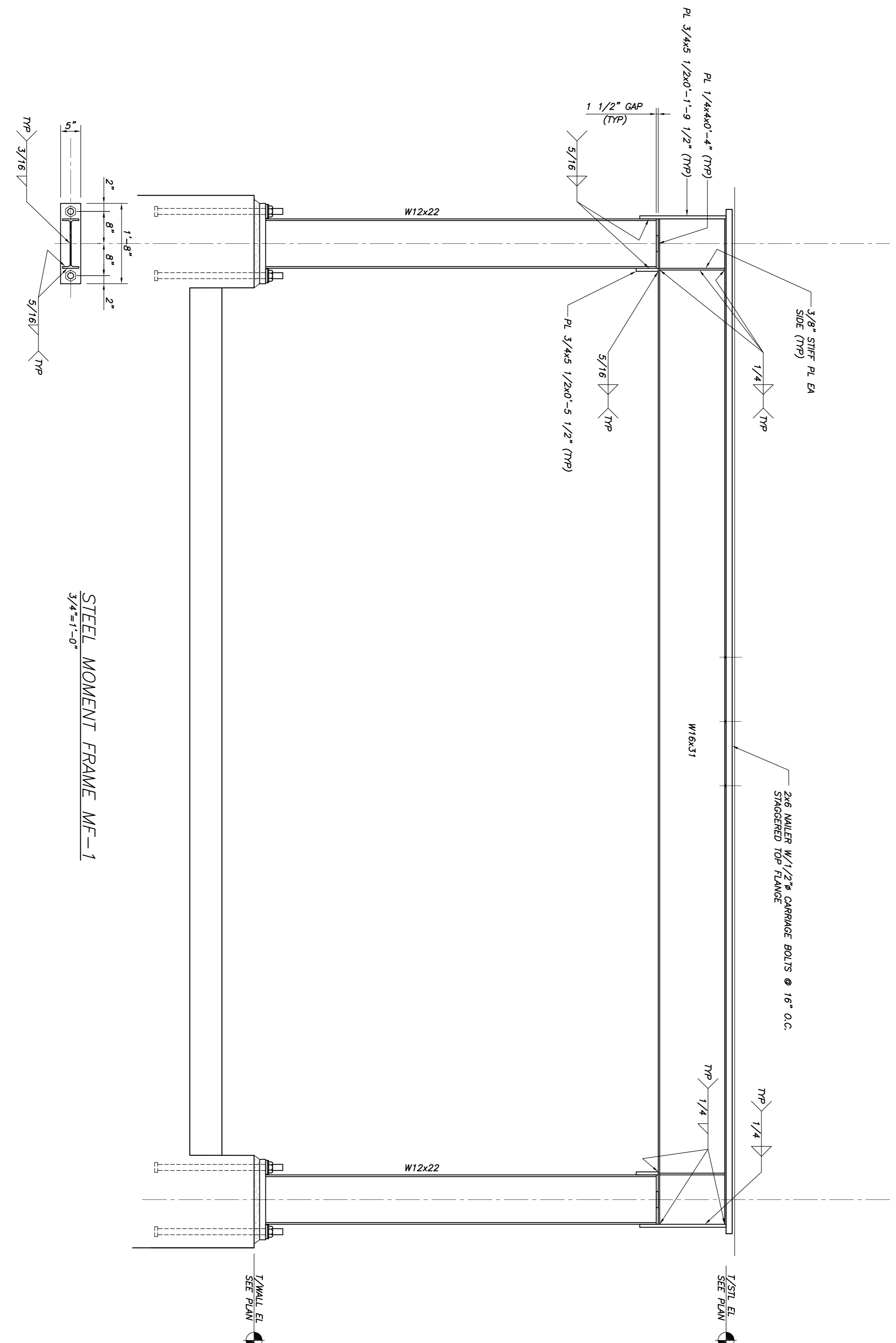
TYP HEADER DETAIL
N.T.S.

NOTE: QUANTITY OF STUDS ABOVE HEADER FOR MAJOR SUPPORTING HEADER. SEE HEADER SCHEDULE. ON PLANS. FOR REQUANTS.

KING STUDS (SEE HEADER SCHEDULE ON PLANS)

JACK STUDS (SEE HEADER SCHEDULE ON PLANS)

(SOLID LVL MEMBERS WITH EQUIVALENT MULTI PLY WIDTHS MAY BE USED)



STEEL MOMENT FRAME MF-1
3/4"=1'-0"

PL 1 1/2x5x1'-8"
W/2-1 1/2" F1554 HEADED
ANCHOR RODS W/24
5" PROL. PROVIDE 1/2"x3"x3"
WASHERS

BP-A



BYLAWS OF SHERIDAN CERMAN CONDOMINIUM

OWNERS' ASSOCIATION

PORTLAND, MAINE

These Bylaws were adopted the _____ day of _____, 2014, by the persons constituting all of the Directors of the Sheridan CERMAN Condominium Owners' Association. These Bylaws shall relate solely to the property called Sheridan CERMAN Condominium located at 98-100 Sheridan Street, Portland, Maine (the "Property"), more fully described in the Declaration of Sheridan CERMAN Condominium, dated _____, and Plats and Plans attached thereto (collectively, the "Declaration"), recorded in the Cumberland County Registry of Deeds in Portland, Maine, as the same may be amended from time to time.

DRAFT



TABLE OF CONTENTS

ARTICLE I.	OFFICE
Section 1	Principal Office
Section 2	Place of Meetings
ARTICLE II.	ASSOCIATION OF OWNERS
Section 1	Membership
Section 2	First Meeting; Annual Meeting
Section 3	Special Meetings
Section 4	Notice of Meetings
Section 5	Waiver of Notice
Section 6	Quorum
Section 7	Voting, Proxies, Actions of Association without a Meeting
Section 8	Adjournment
ARTICLE III.	BOARD OF DIRECTORS
Section 1	Number and Qualification
Section 2	Powers and Duties
Section 3	Other Duties
Section 4	Manager or Management Agent, Employees, Generally
Section 5	Election and Term of Office
Section 6	Vacancies
Section 7	Removal, Resignation of Directors
Section 8	Compensation
Section 9	Annual Meeting
Section 10	Regular Meetings
Section 11	Special Meetings
Section 12	Waiver of Notice
Section 13	Quorum
Section 14	Unanimous Action Without a Meeting
Section 15	Bonds of Officers and Employees
Section 16	Committees
ARTICLE IV.	OFFICERS
Section 1	Designation
Section 2	Election of Officers
Section 3	Removal of Officers
Section 4	President
Section 5	Secretary
Section 6	Treasurer
Section 7	Compensation
Section 8	Auditor
ARTICLE V.	FISCAL MANAGEMENT
Section 1	Accounting



Section 2	Assessments
Section 3	Revised and Emergency Assessments
Section 4	Declarant Payment of Assessments
Section 5	Maintenance and Repair
Section 6	Improvements
Section 7	Use of Units
Section 8	Rules and Regulations
Section 9	Foreclosure of Lien
Section 10	Title
Section 11	Mortgages
Section 12	Insurance
Section 13	Reconstruction or Repair of Casualty Damage to Common Element
ARTICLE VI.	EXECUTION OF INSTRUMENTS
Section 1	Instruments Generally
ARTICLE VII.	LIABILITY OF DIRECTORS AND OFFICERS
Section 1	Exculpation
Section 2	Indemnification
ARTICLE VIII.	FISCAL YEAR
Section 1	Fiscal Year
ARTICLE IX.	BYLAWS
Section 1	Amendment
Section 2	Conflict



BYLAWS OF SHERIDAN CERMAN CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I. OFFICE

Section 1. Principal Office. The principal office of the Sheridan CERMAN Condominium Owners' Association (hereinafter referred to as "the Association") and the Board of Directors shall be located at the Property, at 100 Sheridan Street, Portland, Maine or at such other place as may be designated from time to time by the Board of Directors.

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

ARTICLE II. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all Unit Owners of Sheridan CERMAN Condominium (hereinafter referred to as "the Condominium"), a property submitted to the provisions of the Maine Condominium Act and located in Portland, Cumberland County, Maine. Membership shall be in accordance with the Declaration of Sheridan CERMAN Condominium (hereinafter referred to as "the Declaration") or with these Bylaws, as amended from time to time. The membership of each Unit Owner terminates upon a sale, transfer or other disposition of his or her ownership in a Condominium Unit (hereinafter referred to as "Unit") as provided in the Declaration, whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership. A conveyance in mortgage of a Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the property held in lieu of foreclosure. The Association may, but is not required to, issue certificates of membership.

Section 2. First Meeting; Annual Meeting. The first meeting of the members shall be held, at the call of the Declarant of Sheridan CERMAN Condominium (hereinafter referred to as "the Declarant"), within sixty (60) days after the closing of sales of one hundred percent (100%) of the Units by the Declarant, or the expiration of three (3) years from the date of the first Unit sale by Declarant, whichever is sooner. Thereafter, the annual meeting of the Association shall be held each year on the first Monday in March, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday.

Section 3. Special Meetings. Special meetings of the members may be held at any time upon the call of the President of the Association (hereinafter referred to as "the President") or upon the call of any two (2) Unit Owners. Upon receipt of the call, the Secretary of the Association (hereinafter referred to as "the Secretary") shall send out notices of the meeting to all members of the Association.

Section 4. Notice of Meetings. A written or printed notice of every meeting of the Association, stating whether is an annual meeting or special meeting, the authority for the call, the place, day and hour of the meeting, and the purpose therefor shall be given by the Secretary or the person or



persons calling the meeting at least ten (10) days but not more than sixty (60) days before the date set for the meeting. Such notice shall be given to each member as indicated in the records of the Association by delivery in hand or mailing such notice, postage prepaid, addressed to the member at the member's address as it appears on the records of the Association. Such notice shall also be given to holders, insurers or guarantors of a mortgage on any unit when required by the Declaration. If notice is given pursuant to provisions of this Section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary at the address of the Association, the holder of any duly recorded mortgage against any Unit may promptly obtain a copy of any and all notices permitted or required to be given to the members from and after receipt of the request until the request is withdrawn or the mortgage is discharged of record.

Section 5. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of the meeting, object to the holding of the same for noncompliance with the provisions of Section 4 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and any general business may be transacted and any action may be taken.

Section 6. Quorum. The presence at any meeting of the Association in person or by proxy of Unit Owners whose aggregate voting rights constitute at least one hundred percent (100%) of the total voting rights shall constitute a quorum.

Section 7. Voting, Proxies, Actions of Association without a Meeting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any Unit, other than as a mortgagee, in the Condominium duly recorded in his, her or its name, the ownership whereof shall be determined by the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and either in person or by proxy shall be entitled to one vote for each Unit so owned. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with the majority in interest of the multiple owners pursuant to Section 1603-110 of the Act. There shall be deemed to be majority agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have been so transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such Unit in such capacity. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No vote pertaining to a Unit owned by the Association may be cast. Finally, an Eligible Mortgage Holder shall have the voting rights provided by Section 1602-110 of the Maine Condominium Act.



A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote through a duly executed proxy, subject, however, to the restrictions that there may be no splitting of votes, that the Unit vote shall be cast only in accordance with the majority in interest of the multiple owners, and that, notwithstanding any proxies to the contrary, if one of multiple owners is present in person, that person shall be entitled to cast the vote of such Unit. Such proxy may be granted by any Unit Owner only in favor of another Unit Owner, the holder of a mortgage on a Unit, or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or if it purports to be revocable without notice.

Except where a greater number is required by the Act, the Declaration or by these By-laws, the affirmative vote of a majority of those voting in person or by proxy at one time at a duly convened meeting at which a quorum is present, with votes tallied on the basis of one vote for each Unit, is required to adopt decisions at any meeting of the Association.

Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if all Unit Owners shall consent in writing to such action. Any such written consent shall be filed with the proceedings of the Association.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by Unit Owners entitled to cast a majority of the votes represented at that meeting, whether a quorum be present or not. If the adjournment is for less than thirty (30) days and the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, no further notice need be given. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Qualification. As provided by these Bylaws, the Declaration and the Maine Condominium Act, the Association shall be administered by an executive board to be known as the Board of Directors. Until the first meeting of the members, the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by the Declarant, who need not be Unit Owners. Thereafter, the affairs of the Association shall be governed by a Board of Directors composed of four (4) persons. The owners of each Unit, voting as a class, shall be entitled to elect two (2) members to the Board of Directors. At least one such Director elected by each Unit shall be an Owner (or one of multiple owners) of a Unit in the Condominium or, in the case of a Unit Owner which is a corporation, partnership, trust or other legal entity, then a designated agent thereof. The other Director elected by each Unit may also be an Owner (or one of multiple owners) of a Unit, or in the case of a Unit Owner which is a corporation, partnership, trust or other legal entity, then a designated agent thereof, but may also be a spouse or a qualified domestic partner of a Unit Owner.



Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association as provided by the Maine Condominium Act, including without limitation those powers identified in section 1603-102 of the Maine Condominium Act, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Unit Owners; notwithstanding the foregoing, the Board of Directors shall not have the power to assign its right to future income, including the right to receive common expense assessments, without the consent of one hundred percent (100%) of the members of the Association, including one hundred percent (100%) of the members of the Association other than the Declarant. The powers of the Board of Directors shall be limited as provided in section 1603-103(b) of the Maine Condominium Act.

Section 3. Other Duties. In addition to other duties imposed by these Bylaws, by the Rules and Regulations, or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care and upkeep of the Condominium common elements,
- (b) Determination and collection of the monthly assessments from the Unit Owners,
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium and the common elements.

Section 4. Manager or Management Agent, Employees, Generally. It is generally anticipated that the Condominium will be self-managed. However, by majority vote, the Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize including, but not limited to, the duties listed in Section 3 of this Article. Any agreement for professional management, or any other contract providing services of the Declarant to the Unit Owners, shall not exceed a term of one (1) year and shall be cancelable by either party without cause and without a termination fee upon thirty (30) days written notice. The Board of Directors may employ any other employees or agents to perform such duties and at a reasonable and customary fee. Until the first meeting of members, the Board of Directors may employ or use the services of the Declarant or the Declarant's employees, and all costs and expenses related to those services shall be charged to common expenses. Neither the Board of Directors nor the Declarant shall be charged with self-dealing or breach of fiduciary duty by reason of such employment.

Section 5. Election and Term of Office. At the annual meeting of the Association or as provided in Section 10 of the Declaration, the election of members of the Board of Directors shall be held. When the election is held pursuant to Section 10.2 of the Declaration, a special meeting of the Association shall be held at which all of the members of the Board of Directors shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board to Directors to act in the place of those resigning, as provided in Article III, Section 1 of these Bylaws. . Each Director shall be elected for a term of one year. Directors shall hold office until the earlier to occur of the election of their respective



successors or their death, adjudication of incompetency, removal or resignation. A Director may serve an unlimited number of terms and may succeed himself.

Section 6. Vacancies. Until the first meeting of members, vacancies in the Board of Directors shall be filled by appointment of the Declarant. Thereafter, vacancies in the Board of Directors shall be filled by vote of the Unit Owner(s) whose class had elected the Director leaving the vacancy, to serve until the next Annual Meeting of the Association. If a vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of a petition for removal shall be considered notice of an election to fill each vacancy so caused.

Section 7. Removal, Resignation of Directors. The Declarant shall have the right to remove and replace any and all members appointed by the Declarant at any time and from time to time until the first meeting of the members. At any regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of a majority of those Unit Owners belonging to the class that elected the Director whose removal is sought, in attendance, in person or by proxy, at a duly called meeting at which a quorum is present and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A Director may resign at any time and shall be deemed to have resigned upon transfer of title to his or her Unit, or to the Unit owned by his or her spouse or qualified domestic partner or the entity for which he or she was named an agent.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before or after the services are undertaken. A Director may not be an employee of the Association.

Section 9. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place, and no notice shall be necessary in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day named for such meeting. Directors may participate in meetings by telephone if they may hear and be heard by other Directors.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place and purpose of the meeting.



Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least four (4) Directors. Upon the request of any Director made within thirty (30) days after a meeting, the person giving notice of the meeting shall execute a sworn affidavit setting forth the specific manner in which notice of the meeting was given to and received by each Director.

Section 12. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, the presence of three (3) of the Directors shall constitute a quorum for the transaction of business, and the acts of three (3) of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors and shall bind the Board of Directors for all purposes unless otherwise provided in the Declaration or these Bylaws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Unanimous Action Without a Meeting. Unless otherwise provided by law, the Declaration, or these Bylaws, any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors meetings and shall have the same effect as a unanimous vote.

Section 15. Bonds of Officers and Employees. The Board of Directors may require that all officers and employees of the Association handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors may establish such standing or other committees, with such powers and duties, as it deems advisable, including but not limited to a Rules Committee.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer all of whom shall be elected by the Board of Directors and all of whom shall also be Directors. The Directors may in their discretion appoint any Assistant Treasurer, and an Assistant Secretary, and such other officers, as in their judgment may be necessary.

Section 2. Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the



Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. In the President's absence, a chair pro tempore may be chosen by the members or Directors, as the case may be, to preside at a meeting. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint ad hoc committees from among the Unit Owners or their spouses from time to time as s/he may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association. The President shall be a Unit Owner or an agent of an entity which is a Unit Owner.

Section 5. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given by these Bylaws or assigned from time to time by the Board Members. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency. The Secretary shall keep a record of the names and addresses of all Unit Owners and Eligible Mortgage Holders (as defined in the Declaration), and shall keep copies of all Condominium documents. The Secretary shall, within ten (10) days after receipt of a request and payment of a fee, established by the Board, provide any person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Section 1603-116(h) and 1604-108(b) of the Maine Condominium Act.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be available for examination by Unit Owners during reasonable weekday hours. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall be responsible, subject to the direction of the Board, for preparing and providing to the Secretary for dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required by the Association. The Treasurer shall have such other powers and duties as may be incidental to the office of Treasurer, given by these Bylaws, or assigned from time to time by the Board Members.

Section 7. Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.



Section 8. Auditor. The Board may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

ARTICLE V. FISCAL MANAGEMENT

Section 1. Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year. The fiscal year shall be the calendar year.

Section 2. Assessments. With respect to each fiscal year, the Board of Directors shall estimate the amount required by the Association to meet its expenses for such year, including but not limited to the following items:

- (a) Management and administration expenses;
- (b) The estimated cost of repairs, maintenance and replacement of common elements;
- (c) The cost of such insurance and utilities as may be furnished by the Association;
- (d) The amount of such reserves as may be reasonably established by the Board of Directors, including general operating reserves, reserves for contingencies, reserves for insurance deductibles and reserves for maintenance and replacements; and
- (e) Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

At least sixty (60) days prior to the commencement of each fiscal year, the Board of Directors shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member. The Board of Directors shall call a meeting of the members not less than fourteen (14) nor more than thirty (30) days after such budget is furnished to the members for the purpose of considering ratification of such budget. Unless at that meeting a majority of all of the Unit Owners in attendance vote to reject the budget, the budget shall be deemed ratified, whether or not a quorum is present at the meeting. In the event the budget is rejected, the budget last ratified by the members shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

The Board of Directors shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget or any common expense assessment based thereon.

On or before the first day of each month of the fiscal year covered by such estimated an-



nual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be an amount equal to the total membership assessment multiplied by his respective percentage interest in the common elements; provided, however, that with respect to certain common elements, as delineated in the budget, the operation, maintenance and replacement costs and reserves may be allocated among the members according to the respective use and benefit of the particular facility or element to each Unit rather than according to the percentage interest of each Unit.

Any surplus funds collected by the Association shall be deposited in a general reserve fund, and shall not be refunded to Unit Owners or credited against future common expense assessments levied against Unit Owners, unless the Board determines to so refund or credit such surplus funds.

Until the annual budget for a fiscal year is ratified by the members, each member shall continue to pay that amount which had been established on the basis of the previous annual budget.

If any member shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum of eighteen percent (18%); and the amount thereof, together with such interest as aforesaid and such costs and attorney's fees as are allowed by law, shall constitute a lien against each Unit Owner's Unit as provided in the Act and in the Declaration. The Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if available, all possessory remedies under the Forcible Entry and Detainer laws of Maine.

Section 3. Revised and Emergency Assessments. If at any time prior to or during the course of any fiscal year the Board of Directors shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board of Directors shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, monthly assessments shall be determined and paid on the basis of such revision.

The Board of Directors may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment not to exceed an amount equal to the current monthly assessment for each Unit, which shall be due and payable when communicated to the members.

Section 4. Declarant Payment of Assessment. With respect to any Units owned by the Declarant, the Declarant shall pay a monthly assessment determined in the same manner as the monthly assessment is determined for all other Unit Owners upon the later of: (1) sixty (60) days after the first conveyance of any Unit, (2) when the Association commences making common expense



assessments against any Unit Owner; or (3) when the Declarant has obtained a Certificate of Occupancy for the Unit.

Section 5. Maintenance and Repair. Each Unit Owner shall furnish and be responsible for, at his or her own expense, all the maintenance, repairs and replacements to all improvements located upon or within his or her own Lot Unit (and for all maintenance, repair and replacement of all heating, ventilation and air-conditioning systems and components, whether located within or outside of but adjacent to the Unit) and for the payment of any insurance deductible on damages to improvements located upon or within the Unit. Each Unit Owner must perform promptly all maintenance and repair work upon his own Unit or for which he or she is responsible, which, if omitted, would affect the Condominium in its entirety (or any part thereof) or would affect a part belonging to one or more other Unit Owners, and each Unit Owner shall be expressly responsible for any damages or liabilities resulting from his failure to do so. A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements damaged through his negligence, misuse or neglect. All maintenance and repair of the common elements, including but not limited to the limited common elements, shall be performed at the direction of the manager or Board of Directors, and shall be a common expense. However, even though a common expense, assessments associated with maintenance, repair or replacement of a limited common element shall be assessed against the Unit(s) to which that limited common element is assigned equally, and any common expense which benefits fewer than all of the Units shall be assessed exclusively against the benefited Unit(s), both pursuant to Section 9.3 of the Declaration.

Section 6. Improvements. The Board of Directors may make improvements to the common elements and assess the cost thereof to all Unit Owners as a common expense. In addition, if an improvement is requested by one or more Unit Owners and is, in the opinion of the Board of Directors, exclusively or substantially for the benefit of those who requested it, the cost shall be assessed against such Unit Owner or Unit Owners in such proportion as the Board of Directors shall determine as fair and equitable. Nothing contained herein shall prevent the Unit Owners affected by such improvement from agreeing, in writing, either before or after the assessment is made, to be assessed in different proportions.

The Declarant may, at its own expense, make such improvements to the common elements as it deems advisable as long as it is an Owner, directly or indirectly, of at least one (1) Unit.

Section 7. Use of Units. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration and any Rules and Regulations established by the Board of Directors pursuant to Section 8 of this Article V.

Every Unit Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments or fees against such Unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws or the Rules and Regulations against such Owner or any occupant of such Unit.



Upon any violation of the Declaration, Bylaws, or the Rules and Regulations, the offending party (including any Owner, tenant, lessee, licensee, guest or invitee) and the Owner of any Unit in which the violation is occurring or has occurred shall be given ten (10) days written notice by the Board of Directors by delivery in hand or by mail of the violation committed and necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the Unit Owner shall each pay a penalty in the amount of ten percent (10%) of the then monthly assessment of the Unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. This penalty shall not be the sole remedy for breach.

Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 8. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the common elements of said project, the Board of Directors may from time to time, by affirmative vote of at least One Hundred (100%) per cent of the members of the Board of Directors, adopt, modify, and revoke in whole or in part, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on the common elements of said project as it may deem necessary, including, but not limited to, regulations governing such matters as parking, pets, noise, lights, signs, leasing of units, refuse disposal, storage areas, use of common and limited common elements and methods and procedures of enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations, and every amendment, modification, and revocation thereof, shall, upon adoption, be delivered promptly to each Unit Owner and shall be binding upon all members of the Association and occupants of the property. Once adopted, the Rules and Regulations may only be modified by affirmative vote of at least One Hundred (100%) per cent of the members of the Board of Directors.

Section 9. Foreclosure of Lien. In any action to foreclose the lien against any Owner of a Unit, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale. The delinquent Owner shall be required to pay the Association a reasonable rent for such Unit until the sale or foreclosure, together with all costs and reasonable attorneys' fees. Suit to recover money judgment of unpaid common expenses shall be maintainable with all costs and reasonable attorneys' fees without foreclosing or waiving the lien securing the same.

Section 10. Title. Every Unit Owner shall promptly cause to be duly recorded in the Cumberland County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors, and the Secretary shall maintain such information in the record of Ownership of the Association.

Section 11. Mortgages. Any mortgagee of a Unit may file a copy of its mortgage with the Board



of Directors, and the Secretary shall maintain such information in the record of Ownership of the Association. After the filing of the mortgage, and upon the request of the mortgagee, the Board of Directors, through its manager, or if none, the Secretary, shall be required to notify the mortgagee of any matters for which notice to eligible mortgage holder is required under the Maine Condominium Act or Declaration.

Section 12. Insurance.

(1) The Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices and the standard requirements of mortgage holders, insurance on all of the Condominium Common Elements, together with the improvements, fixtures, service machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners in connection with use of the Common Elements, covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees as their interest may appear in the Common Elements. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. Such insurance shall be primary even if Unit Owners obtain other insurance covering the same loss. It must show the named insured as "Association of the Owners of Sheridan CERMEN Condominium, for the use and benefit of the individual Owners". Individual Unit Owners shall, in their own name and at their own expense, obtain and maintain insurance on their own Unit, including all dwelling houses, buildings and improvements, fixtures, and other personal property located within the boundaries of the Lot Unit,

(2) The Board of Directors shall obtain a policy of insurance solely on the Common Elements, and, unless otherwise agreed by unanimous agreement of the Unit Owners, the Board of Directors shall not obtain a master policy of insurance on the Units . If, contrary to this provision, Unit Owners do agree to obtain a master policy of insurance covering improvements upon the Lot Units, at that time they shall also adopt provisions pertaining to the allocation of responsibility for payment of the premium, certificates of insurance, mortgagee endorsements, allocation of insurance coverage, subsequent improvements, insurance trust agreement, waiver of rights of subrogation, payment of premiums and similar provisions. The policy on the Common Elements shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under the Declaration. Upon request, a certificate of insurance with proper mortgagee endorsements shall be issued to the Owner of each Unit and Eligible Mortgage Holders. The certificate of insurance shall show the relative amount of insurance covering the interest in the common elements of the Condominium property. The original policy of insurance on the common elements shall be deposited with the Board of Directors as insurance trustee The Board of Directors shall pay, for the benefit of the Unit Owners, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies.



(3) The Common Element property shall be covered by:

(a) Casualty or physical damage insurance in an amount equal to not less than one hundred percent (100%) of the full replacement value of the Common Element improvements as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, containing agreed amount provisions and provisions designed to protect against inflationary increases in value. The maximum deductible amount for any such policy shall be no more than \$10,000.00. To the extent applicable, such coverage shall afford protection against the following:

(i) If there are any structures upon the Common Element, loss or damage by fire, lightning, sprinkler leakage, vandalism and malicious mischief, boiler and machinery coverage, if applicable, and other hazards covered by the standard extended coverage endorsement;

(ii) Such other risks as from time to time customarily shall be covered with respect to improvements and/or buildings similar in construction, location and use as any Condominium Common Element improvements, including but not limited to, those covered by standard "all risk" endorsements, vandalism, malicious mischief, windstorm and water damage, collapsed boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine.

To the extent reasonably available, such policies shall also contain an Inflation Guard Endorsement, when it can be obtained.

The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors and shall further provide that the coverage thereof shall not be terminated or substantially changed by the insurer without thirty (30) days' notice to all of the insured parties, including each Eligible Mortgage Holder, except that the notice period may be reduced to ten (10) days' notice in the event of premium non-payment.

(b) Public liability insurance covering the common elements and any other property under the Association's supervision in such amounts, but not less than One Million Dollars (\$1,000,000) Bodily Injury and Property Damage, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability, off-premises employee coverage, bodily injury or property damage that results from the operation, maintenance or use of the common elements and any legal liability that results from law suits related to employment contracts in which the Association is a party. Said policy must provide that the insurer may not cancel or substantially modify it without thirty (30) days' notice to all of the insured parties, including each Eligible Mortgage Holder, except the notice period may be reduced to ten (10) days in the event of premium non-payment. Additionally, said policy shall also contain "severability of interest" provisions to the effect that the insurer waives its right to subrogation or to deny coverage to any claim against the Association or any Unit Owner as a result of negligent acts by the Association or such Unit Owner.



(c) Workers' Compensation insurance to meet the requirements of law.

(d) If it can be procured for a reasonable premium, Blanket Fidelity Bond coverage naming the Association as the Obligee and covering anyone who handles Condominium funds in an amount equaling the maximum amount of funds that will be in the custody of the Association or any management agent at any time during which the insurance is in effect, but in no event less than the sum of three (3) months' assessments on all Units plus the Association's reserve funds. The bond shall provide that the insurer may not cancel or substantially modify it without ten (10) days' notice to all of the insured parties, including each Eligible Mortgage Holder, in the event of non-payment, and thirty (30) days' notice for any other cause. In lieu of a Blanket Fidelity Bond, if 50% of the members of the Board of Directors request it, the funds of the Association shall be held in an account or accounts which require two signatures on all checks and other withdrawals, with one signature required of a member representing Lot Unit 1 and one signature required of a member representing Lot Unit 2. Any management agent shall be required to post a blanket fidelity bond for the benefit of the Association, paid for by the management agent, in an amount and upon terms acceptable to the Association.

(e) Any other insurance the Board of Directors deems appropriate to protect the Association or the Unit Owners.

(4) Each Unit Owner shall obtain insurance at that Owner's own expense affording coverage upon the Lot Unit and upon his personal property for his personal liability. Each Unit Owner shall obtain casualty insurance at his own expense upon his Lot Unit and all dwellings and improvements thereon.

(5) Premiums upon insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses.

(6) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to part or all of the Condominium Common Element property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to one hundred percent (100%) of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

(7) Each Unit Owner shall be deemed to have delegated to the Board of Directors his



right to adjust with the insurance companies all losses under policies purchased by the Board of Directors.

(8) In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittance shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

Section 13. Reconstruction or Repair of Casualty Damage to Common Element. Except as hereinafter provided, damage to or destruction of the any Common Element improvement shall be promptly repaired or reconstructed by the Board of Directors, using the proceeds of insurance, if any, on the improvement for that purpose, and any deficiency shall constitute common expenses; provided, however, that if one hundred percent (100%) of the Unit Owners vote not to proceed with repair or restoration, then and in that event (1) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the unimproved portion of the remainder of the Condominium; (2) the insurance proceeds attributable to limited common elements which are not rebuilt shall be distributed to the Owners of the Units to which those limited common elements were allocated or to their respective lien holders as their interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Unit Owners or lien holders as their interests may appear in proportion to the common element interests of all the Unit Owners. Notwithstanding the provisions of this subsection, Section 1602-118 of the Maine Condominium Act governs the distribution of insurance proceeds if the Condominium is terminated.

(a) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(b) The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair.

(c) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building or improvement stands.

(d) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Condominium property, or, in the discretion of the Board of Directors, it may be distributed to the Unit Owners and mortgagees who are the beneficial Owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall



not constitute a waiver of any rights against a member for committing willful or malicious damage.

ARTICLE VI. EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts, deeds, amendments to the Declaration and all other instruments shall be signed by two (2) members of the Board of Directors, with one signature required of a member representing Lot Unit 1 and one signature required of a member representing Lot Unit 2. These members may identify themselves by the office which they hold, such as President, Secretary or Treasurer, or as a member of the Board of Directors so long as the representation from each Lot Unit is retained. .

ARTICLE VII. LIABILITY OF DIRECTORS AND OFFICERS

Section 1. Exculpation. No Director or officer of the Association shall be liable for acts or defaults of any other officer, Director or members or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 2. Indemnification. Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director, officer or member of the Association whether or not he continues to be such Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of the legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representative of such Person.

ARTICLE VIII. FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

ARTICLE IX. BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common elements constitutes one hundred percent (100%), at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Maine Condominium Act.



Section 2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

DRAFT



**DECLARATION OF
SHERIDAN CERMAN CONDOMINIUM**
Portland, Maine

LOCATION: 98-100 Sheridan Street
Portland, Maine 04101

DECLARANT: Sheridan CER, LLC
202 Washington Avenue
Portland, Maine 04101

ATTORNEY FOR
DECLARANT: Barbara A. Vestal
Chester & Vestal, PA
107 Congress Street
Portland, Maine 04101

SURVEYOR: R.W. Eaton Associates
58 Pleasant Street
Westbrook, Maine 04092



Declaration of Sheridan CERMAN Condominium Table of Contents

ARTICLE 1. SUBMISSION; DEFINED TERMS

- Section 1.1 Submission of Property
- Section 1.2 Defined Terms

ARTICLE 2. UNIT BOUNDARIES; ALLO- CATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

- Section 2.1 Unit Boundaries
- Section 2.2 Relocation of Unit Boundaries and Subdivision of Units
- Section 2.3 Allocated Interests

ARTICLE 3. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- Section 3.1 Common and Limited Elements
- Section 3.2 Alteration of Unit, Limited Common Element or Common Element
by Unit Owner
- Section 3.3 Mechanic's Liens

ARTICLE 4. SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS, AND DECLARANT CONTROL

- Section 4.1 Special Declarant Rights
- Section 4.2 Unsold Units
- Section 4.3 Development Rights; Phasing
- Section 4.4 Amendment, Waiver, Etc.

ARTICLE 5. EASEMENTS

- Section 5.1 Easement for Access to Unit
- Section 5.2 Easement for Support, Encroachment
- Section 5.3 Easement for Access by Unit Owner
- Section 5.4 Easement for Service and Utility Companies

ARTICLE 6. AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

- Section 6.1 General
- Section 6.2 Consent of Declarant
- Section 6.3 Notice, Execution and Recording
- Section 6.4 Challenge



ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

- Section 7.1 Use Restriction Single-Family Use
- Section 7.2 Interval Ownership Prohibited
- Section 7.3 Leasing Restrictions
- Section 7.4 Animals/Pets
- Section 7.5 Compliance with Condominium Documents
- Section 7.6 No Action to Increase Rate or Result in Cancellation of Insurance
- Section 7.7 Miscellaneous Use Restrictions
- Section 7.8 Covenants

ARTICLE 8. COMMON CHARGES AND ASSESSMENTS

- Section 8.1 Common Expense Assessments
- Section 8.2 Service Charges and Fines
- Section 8.3 Payment of and Lien for Assessments, Service Charges, Fines, Etc.
- Section 8.4 Liability
- Section 8.5 Budget
- Section 8.6 Working Capital Fund

ARTICLE 9. MAINTENANCE AND REPAIR

- Section 9.1 General Maintenance Responsibility
- Section 9.2 Maintenance of Common Elements
- Section 9.3 Maintenance of Limited Common Elements
- Section 9.4 Maintenance of Unit/Repair Responsibility
- Section 9.5 Liability of Owner
- Section 9.6 Management Contracts

ARTICLE 10. CONDOMINIUM ASSOCIATION

- Section 10.1 The Association
- Section 10.2 Board of Directors Powers; Declarant Control Period
- Section 10.3 Bylaws
- Section 10.4 Rules and Regulations

ARTICLE 11. INSURANCE

- Section 11.1 General

ARTICLE 12. MORTGAGES OF UNITS; RIGHTS OF ELIGIBLE MORTGAGE HOLDERS AND OTHER HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES



- Section 12.1 Right to Mortgage
- Section 12.2 Mortgage Foreclosure
- Section 12.3 Eligible Mortgage Holders, Notice
- Section 12.4 Mortgagee Approval Rights
- Section 12.5 Mortgagee Priority
- Section 12.6 Records

ARTICLE 13. DAMAGE, DESTRUCTION, TERMINATION, REMOVAL

- Section 13.1 Repair
- Section 13.2 Application of Insurance Proceeds
- Section 13.3 Termination of Condominium
- Section 13.4 Removal

ARTICLE 14. EMINENT DOMAIN

- Section 14.1 Unit
- Section 14.2 Part of Unit
- Section 14.3 Part of Common Elements

ARTICLE 15. GENERAL PROVISIONS

- Section 15.1 Conflict of Laws
- Section 15.2 Severability
- Section 15.3 Waiver
- Section 15.4 Dispute between Unit Owners, Association and Declarant;
Arbitration
- Section 15.5 Headings
- Section 15.6 Interpretation
- Section 15.7 Effective Date
- Section 15.8 Schedules
- Section 15.9 Notice

SCHEDULE A LEGAL DESCRIPTION, SHERIDAN CERMAN
CONDOMINIUM

SCHEDULE B UNIT NUMBERS, COMMON ELEMENT INTERESTS;
COMMON EXPENSE LIABILITY; VOTE

SCHEDULE C REDUCED COPY OF PLAT

SCHEDULE D LEGAL DESCRIPTIONS OF LOT UNITS 1 AND 2



DECLARATION OF SHERIDAN CERMAN CONDOMINIUM

ARTICLE 1 SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. Declarant, Sheridan CER, LLC, a Maine limited liability company with a place of business in Portland, County of Cumberland and State of Maine, the owner in fee simple of the Property described in **Schedule A** attached hereto and made a part hereof (the “Property”) hereby submits Property, together with and subject to all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon) to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes, as the same may be amended from time to time, known as the Maine Condominium Act (the “Act”) and hereby creates “Sheridan CERMAN Condominium.” The Property is shown on the condominium Plat to be recorded herewith in the Registry of Deeds. The unit owners’ association shall be a Maine nonprofit corporation known as Sheridan CERMAN Condominium Owners’ Association. The maximum number of Units shall be two (2), and include one class of Units, both of which are Lot Units.

Section 1.2 Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in the Condominium Act, except as otherwise defined below:

- A. The term “Allocated Interests” means those allocations of Common Element interest, voting rights and Common Expense liability appurtenant to each Unit as are set forth on **Schedule B** and further described in Section 2.5 of this Declaration.
- B. The term “Association” means a Maine nonprofit corporation known as “Sheridan CERMAN Condominium Owners’ Association.”
- C. The term “Board” means the Executive Board of the Association, sometimes also referred to as the Board of Directors.
- D. The term “Building” means the residential buildings situated on the Property, related structures and all other buildings and improvements now or hereafter constructed on the Property. The term “Building” shall mean and include the singular or plural number. The term “Bylaws” shall mean those Bylaws adopted by the Association pursuant to this Declaration and applicable provisions of the Condominium Act and the Maine Nonprofit Corporations Act.
- E. The term “Common Elements” shall have the meaning set forth in Article 3, Section 3.1 A, and shall include Limited Common Elements unless the context indicates otherwise.
- F. “Common Expenses” shall mean those expenses incurred by the Association to operate, maintain, repair, and replace the Common Elements and Limited Common Elements



necessary to keep the same in first-class condition with respect to appearance, operation and function and shall include without limitation, any allocations to reserves for that purpose.

G. The term “Common Expense Assessments” shall mean those assessments for Common Expenses incurred by the Association.

H. The term “Condominium” means the condominium created by this Declaration pursuant to the Condominium Act which shall be known as “Sheridan CERMAN Condominium” and its address is 98-100 Sheridan Street, Portland, Maine 04101.

I. The term “Condominium Act” means the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes, as amended from time to time.

J. The term “Declarant” means Sheridan CER, LLC a Maine limited liability company with a place of business in Portland, County of Cumberland, State of Maine, with a current mailing address of 202 Washington Avenue, Portland, Maine 04101.

K. The term “Declarant Control Period” means the period which extends from the date of the recording of this Declaration until the earlier to occur of (i) Three (3) years following the first conveyance of any Unit to a purchaser, or (ii) sixty (60) days after the conveyance of One-hundred (100%) of the Units to Owners other than the Declarant.

L. The term “Declaration” means this Declaration of Sheridan CERMAN Condominium, as duly amended from time to time.

M. The term “Development Rights” shall have the meaning set forth in section 4.3 and in the Condominium Act.

N. The term “Eligible Mortgage Holder” shall have the meaning set forth in Article 12 of this Declaration and in the Condominium Act.

O. The term “Limited Common Elements” shall have the meaning set forth in Article 3, Section 3.1 B.

P. The term “Limited Common Expense” means a Common Expense incurred in connection with the maintenance, repair, replacement or other expense incurred with respect to a Limited Common Element, the assessment of which shall be on the Unit or Units with rights to that Limited Common Element.

Q. The term “Lot Building Exterior Maintenance” means the maintenance, repair and replacement of any buildings located on a Lot Unit, upon the completion of construction of each such building, including without limitation painting, exterior finish materials and exterior surfaces, roof, and all structural elements of any such buildings.

R. The term “Lot Unit” means any parcel of land that is designated as a Unit, together with any buildings and improvements located on such land, whenever constructed, whether currently existing or constructed in the future.



S. The term “Lot Landscape Maintenance” means the maintenance, repair and replacement of those portions of driveways, landscaping and grounds located within the boundaries of each Lot Unit, including without limitation snow removal and periodic mowing as needed.

T. The term “Owner” means the record owner of any particular Unit or Units, except the Declarant where expressly excluded in this Declaration or where the context dictates otherwise.

U. The term “Plat” means the following plan: “Condominium Plat, Sheridan CERMEN Condominium, 98-100 Sheridan Street, Portland, Maine, made for Sheridan CER, LLC” prepared by R.W. Eaton Associates, dated June 28, 2012, revised September 24, 2014, to be recorded in the Registry of Deeds with this Declaration, reduced copies of which are attached hereto in **Schedule C**.

V. The term “Property” means the land, improvements and easements located at 98-100 Sheridan Street, within the City of Portland, Cumberland County, Maine, and more particularly described in **Schedule A** attached hereto.

W. The term “Registry of Deeds” means the Cumberland County Registry of Deeds.

X. The term “Special Declarant Rights” shall have the meaning set forth in the Condominium Act and in Article 4, Section 4.1 hereof.

Y. The term “Unit” shall mean any particular unit or units formed pursuant to this Declaration and depicted on the Plan, being a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3. . For purposes of this Condominium, Lot Unit and Unit have the same meaning.

Z. The term “Unit Boundaries” means those vertical (perimeter) boundaries that are more particularly defined in Section 2.3 of this Declaration.

AA. The term “Unsold Units” shall mean those Units which are held by the Declarant and have not yet been sold to a third party or which are held by a successor Declarant and which have not yet otherwise been sold to a third party, all as more particularly described in Article 4, Section 4.2.

ARTICLE 2 UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 2.1. Unit Boundaries. This Declaration creates two (2) Condominium Units (“Units”)



on the Property out of a maximum of two (2) Units that may be created. Each Unit is also known as a Lot Unit. Each Unit consists of a parcel of land that is a portion of the Property described in Schedule A of this Declaration and has been declared by the Declarant as a Lot Unit, together with all airspace above such parcel located within the planes extending from the boundaries of such parcel at ground level and running perpendicular to such boundaries skyward, and all subterranean rights below the ground level of such parcel, any and all residential dwellings, garages, or other structures or improvements at any time located on such parcel of land, including all structural portions of such buildings or improvements. The boundary lines of the parcel of land included in such Lot Unit and each Unit's identifying number shall be shown on the Plats and Plans and shall be described in **Schedule D** of this Declaration.

Section 2.2. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is permitted only by amendment to this Declaration in compliance with the provisions of the Condominium Act, including but not limited to Section 1602-112, and only if the owners of the affected Units first obtain any necessary governmental approvals, permits and licenses Subdivision of Units is not permitted. Relocation of boundaries as part of a termination of the condominium and removal of the property from the Condominium Act may only be effected if the resulting lots will comply with the Land Use Ordinance of the City of Portland and if the termination is done in accordance with Section 13.3.

Section 2.3. Allocated Interests.

A. The allocation of Common Element interest, voting rights and Common Expense liability appurtenant to each of the two (2) Units are set forth in **Schedule B**.

B. The percentage of ownership of Common Elements and liability for Common Expenses generally is allocated by a formula based on the number of Units, with each Unit to have an equal Percentage Interest. Each Unit shall have one (1) vote in the Association.

**ARTICLE 3
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1 Common and Limited Common Elements.

A. Common Elements shall mean that portion of the Property that is not a Unit, and those portions of the Property identified and designated as Common Element(s) in this Declaration or in the Plats and Plans, and generally include:

(1) The Shared Driveway and retaining walls located within the Common Element area as designated on the Plat, including the surface of the driveway, all material beneath the driveway, any drain under the driveway, and all retaining walls and guardrails located within the Common Element area as shown on the Plat. The shared driveway shall be used for vehicular and pedestrian access to each Unit; no parking of vehicles or storage of materials is allowed on the Shared Driveway;

(2) All pipes, ducts, cables, electrical and transmission wires and conduits, any life-safety systems, distribution pipes and water and sewer utility lines which serve the Common Element area, or which serve more than one Unit, or which serve one Unit



only but are located outside that Unit's boundary lines (excepting equipment owned by public and municipal utilities);

B. Limited Common Elements, the exclusive use of which is reserved to the use of a particular Unit, to the exclusion of the other Unit, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act, if applicable:

(1) Water, sewer, gas or other utility lines, heating and air-conditioning equipment, electrical circuit breaker boxes, and other fixtures designed to serve a single Unit but not located within the boundary lines of that Unit are Limited Common Elements allocated exclusively to that Unit.

No Common Element parking spaces are provided as part of this Condominium. Each Unit Owner is responsible for providing such parking spaces as are desired and/or required within the Unit boundaries or securing leased off-site spaces.

The use of the common elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws of the Association ("Bylaws") and Rules and Regulations of the Association ("Rules and Regulations"), if any, as they may hereafter be amended from time to time. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the Unit to which that interest is allocated is also transferred.

Section 3.2 Alteration of Unit, Limited Common Element or Common Element by Unit Owner.

Relocation of Unit Boundaries may only be accomplished pursuant to Section 2.2, above. No Unit Owner may make any alteration or improvement to a Unit which would impair the structural, thermal or acoustical integrity or mechanical systems of the Unit or the Property, lessen the support of any portion of the Condominium, jeopardize the soundness or safety of the property, nor may any Unit Owner make any alteration or improvement which involves any change to a Common Element or Limited Common Element without prior written Board approval. In the event a Unit Owner obtains approval to make changes to a Common Element, the Unit Owner shall be solely responsible for permitting, design, construction, and requisite insurance, shall use only contractors who provide proof of adequate liability insurance and Workers' Compensation insurance as required by Maine law, and shall comply with such other conditions as may be imposed by the Board. If a Unit Owner takes action to make an alteration which involves a change in structural, thermal or acoustical integrity, or change to a common element without prior Board approval, the Unit Owner may be required, at the Unit Owner's expense, to remove all unapproved changes or additions and to restore the common element or limited common element to its original condition.

Section 3.3 Mechanic's Liens. If any Unit Owner shall cause any material to be furnished to its Unit or any labor to be performed therein, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons



furnishing labor or materials. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall, at its own cost and expense, cause the same to be cancelled and discharged of record within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

ARTICLE 4 SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS, AND DECLARANT CONTROL

Section 4.1 Special Declarant Rights. The Declarant reserves, in favor of itself and any successor Declarant, the following rights with respect to the property until the construction, marketing and sale of all Units and the Common Elements are completed:

A. To locate and relocate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Property including but not limited to water, electric, telephone, cable television, natural gas, and sewer and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third parties without such Owner's consent and that the Common Elements shall be promptly restored upon installation and repair of such utility lines;

B. 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;

C. To use the Common Elements for ingress and egress, for the alteration, repair and construction of Units and Common Elements, including without limitation the movement and temporary storage of construction materials and equipment, and the installation of signs and lighting for sales and promotional purposes;

D. To use the Common Elements for ingress and egress for itself, its employees, agents, contractors and subcontractors and for prospective purchasers of Units; to use any Units owned or leased by the Declarant as sales offices; and to maintain upon 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.

E. To appoint and remove members of the Board and Officers of the Association until Sixty (60) days after the sale of 100% of the Units to Owners other than a successor Declarant, but in any event until expiration of the Declarant Control Period;



F. Those Special Declarant Rights established under the Condominium Act;

G. Notwithstanding anything to the contrary above, until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit or a Common Element to perform warranty-related work, whether for the benefit of that Unit or any other Unit;

I. Pursuant to Section 1602-116 of the Condominium Act, Declarant shall have an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights under this Declaration or pursuant to the Condominium Act.

Section 4.2 Unsold Units. Except as provided in this Declaration and/or in the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to Unsold Units as the owners of individual Units after initial conveyance thereof by the Declarant.

Section 4.3 Development Rights; Phasing. The Declarant does not reserve any right to add real estate to the Condominium nor does Declarant reserve any right to create additional Units.

Section 4.4 Amendment, Waiver, Etc. This Article 4 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds. The rights and benefits of Article 4 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee. The Declarant shall have the right to waive any Development and Special Declarant Rights reserved hereunder in whole or part by written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 5 EASEMENTS

In addition to the easement for encroachments with respect to Units and common elements created by Section 1602-114 of the Condominium Act and any other easements provided for by the Act, the following easements are hereby created:

Section 5.1. Easement for Access to Unit. The Declarant reserves in favor of the Declarant and any other person authorized by the Board of Directors the right of access to any Common Element to the full extent as provided in Section 1603-107(a) of the Condominium Act for purposes of maintenance, repair and replacement of Common Elements. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements.



Section 5.2. Easement for Support, Encroachment. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element. In addition, the Declarant reserves in favor of the Declarant and other Unit Owners an easement for the encroachment of Common Elements on any Unit, or a Unit encroaching on the Common Elements or on another Unit, and its maintenance for whatever period the encroachment exists in the situation in which the construction, repair, shifting, settlement, or other movement of any portion of the improvements results in an encroachment as aforesaid or where there is a *de minimus* variance from boundaries as shown on the Plat or Plan, as long as the physical boundaries of the Units after the construction, reconstruction or repairs will be in substantial accord with the description of those boundaries contained herein and in attachments hereto. Encroachments upon or in favor of Units which may be created as a result of such reconstruction, repair or construction shall not constitute a claim or basis of a proceeding or action by Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands. Notwithstanding any of the foregoing, the Declarant shall have no liability for immaterial deviations from the Plat and Plans that result in encroachments requiring easements under this Section 5.2.

Section 5.3. Easement for Access by Unit Owner. Each Unit Owner shall have a perpetual right, subject to the Rules and Regulations established by the Board, of ingress and egress from such Unit through the Common Elements to the public street adjoining the Property. This easement for access shall not include the right to park vehicles or store materials upon the Common Elements.

Section 5.4. Easement for Service and Utility Companies. Each Unit shall have an easement in common with all other Units to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving such Unit and located in any of the other Units or on the Common Elements. The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Unit 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, including, without limitation, the right to install, maintain, and replace utility and service lines, and the right to enter upon Common Elements to read meters. Notwithstanding the foregoing, 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 the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Association shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Association 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 Association shall have the right to grant permits, licenses and easements to private or public utility companies over the common elements to permit access to utility meters, and for other purposes necessary for the proper operation of the Condominium.

ARTICLE 6



AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 6.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries between Adjoining Units, or 1602-113, Subdivision of Units (if in accordance with this Declaration), and certain amendments may be made by certain Unit Owners, if in accordance with this Declaration, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium.

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

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

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

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

(2) *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least fifty (50) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all Eligible Mortgage Holders.

(3) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of One Hundred (100%) of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy.

(4) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the votes in the Association in the manner required for the execution of a deed and acknowledged by at least one of them, together with any



required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

Section 6.2. Consent of Declarant. No amendment shall be made to this Declaration, the Bylaws of the Association or the Rules and Regulations of the Association during the Declarant Control Period without the prior written consent of the Declarant.

Section 6.3. Notice, Execution and Recording. A copy of each amendment adopted pursuant to the provisions of this Article 6 shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer(s) or director(s) of the Association as are designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Cumberland County Registry of Deeds. After each amendment has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment.

Section 6.4. Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 7 RESTRICTIONS ON USE AND OCCUPANCY

Section 7.1. Use Restriction: Single-Family Residential Use. The Declarant shall own in fee simple each Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant.

Each Lot Unit shall be used for single-family residential purposes exclusively. Each Lot Unit is restricted to one dwelling unit as its primary use, such dwelling unit to be used exclusively for residential occupancy by one family as defined by Portland Land Use Code (i.e., not more than sixteen (16) individuals living together in a dwelling unit as a single nonprofit housekeeping unit, which may include necessary servants, but excludes hotel, fraternity house and sorority house use). However, the dwelling unit may also be used for one home occupation as a secondary and incidental use, as further defined by Portland Land Use Code, and in addition to the dwelling unit the Lot Unit may contain such accessory structures, such as but not limited to a garage, garden shed, walkways, patios, decks and gazebo, as may be customarily incidental and subordinate to a single-family dwelling unit. Each Unit shall be subject to the Rules and Regulations and Bylaws of the Association, in addition to this Declaration, all as amended from time to time.

Notwithstanding the foregoing provisions, the owner of any Lot Unit, at that Owner's own expense, shall have the right to demolish any existing structures within the Lot Unit, in whole or in part; and shall have the right to construct within the boundaries of the Lot Unit a single-family residence and related improvements, including without limitation garages, hedges, fences, walls, landscaping, driveways and other improvements typically permitted on a single family residential lot. The Owner shall be responsible for obtaining all required licenses and permits.



Section 7.2. Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Unit and such owners have a formal or informal right-to-use agreement.

Section 7.3. Leasing Restrictions. No Unit may be leased for transient purposes and no Unit may be leased for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

- (a) requiring the tenant to comply with the Declaration, the Bylaws and Rules and Regulations;
- (b) providing that failure to comply constitutes a default under the lease; and
- (c) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease.

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

Each tenant shall be required to show proof of contents insurance and the Unit Owner must not suspend his or her own condominium owners insurance policy during the period of rental. Regardless of the terms of rental, timely payments of the Unit's monthly fees and special assessments during the rental period remain the responsibility of the Unit Owner.

Each Unit Owner of a condominium Unit shall, promptly following the execution of any written lease of a condominium Unit, forward a true copy thereof to the Board of Directors.

Section 7.4 Animals/Pets. The following use restrictions apply to animals and pets:

- (a) There shall be no restrictions upon the keeping of pets within the Lot Unit, whether in this Declaration, the ByLaws and/or in the Rules and Regulations.
- (b) All animals, birds or reptiles which are brought upon the Common Elements shall be under the orderly control of the Unit Owner, no pet shall be upon the Common Elements unattended,



pet owners are responsible for personal injuries and/or property damage caused by their pet, and pet owners shall clean up behind the pet upon any Common Element.

(c) The Association shall have the power to further regulate pets and animals upon Common Elements under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time, including without limitation the express power to establish additional behavior requirements.

Section 7.5. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to the Unit. Failure to so comply shall give the Board of Directors, on behalf of the Association, the right to take action to enter the Unit to abate the violation; to assess fines and penalties in the amount of 10% of the then monthly assessment of the Unit for each violation (with each day during which a violation is found to exist or continue to be considered a separate violation); to assess expenses for maintenance, repair or replacement of damage caused by the violation; to commence appropriate legal proceedings to enjoin, abate or remedy the continuance of any violations, or to recover damages or for injunctive relief, or both; to suspend use of the Common Elements except for access to the Unit and utility services to the Unit; and/or to assess all costs incurred by the Association, including court costs and attorneys' fees, in the process of rectifying any violation, all as may be further outlined in the Rules and Regulations. Failure to so comply shall also be grounds for a request to go to binding arbitration in a proper case maintainable by an aggrieved Unit Owner against another Unit Owner or against the Association, subject to the provisions of Section 15.4, with the arbitrator to have available to the arbitrator in crafting its award all of those remedies which could have been sought by the Board of Directors, on behalf of the Association, on its own or through legal proceedings, as specified in this Section 7.5, including the authority to assess all arbitration costs and attorneys' fees incurred by the Association and/or by the prevailing party against the non-prevailing party in the event the arbitrator finds wanton disregard of the terms of the Declaration, Bylaws and/or Rules and Regulations..

Section 7.6 No Action to Increase Rate or Result in Cancellation of Insurance. Notwithstanding anything in this Article Seven to the contrary, nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in this Unit or in the Common Elements that will result in the cancellation of insurance on the Property or any part thereof or that would be in violation of any law, regulation or administrative ruling.

Section 7.7. Miscellaneous Use Restrictions. The following additional restrictions apply to use:

A. Except as may be approved by the Board, no bicycles, benches, chairs or other articles of personal property shall be left unattended upon the Common Element shared driveway or elsewhere on the Common Elements. Nothing shall be stored upon or obstruct the Common Element shared driveway.



B.. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be required by the City of Portland Public Works Department, or if there is not public waste disposal, as prescribed in Rules and Regulations established by the Board.

C. The Owner of Lot Unit 1, at that owner's own expense, shall be solely responsible for complying with all responsibilities imposed upon the assigns of Evelyn A. Smith pursuant to a Covenant to Erect and Maintain Wall dated October 14, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9376, Page 222, referred to as a retaining wall agreement in the Condominium Plat.

Section 7.8 Covenants. The provisions of this Declaration and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, and the grantee's heirs, personal representatives, successors and assigns shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act and this Declaration.

ARTICLE 8 COMMON CHARGES AND ASSESSMENTS

Section 8.1 Common Expense Assessments. The total amount of Common Expenses incurred by the Association for the administration, operation, maintenance and repair of the condominium and the Property shall be borne by the Unit Owners, and shall be assessed against the Units in the proportions of Common Expense liability set forth in **Schedule B**, subject to the following:

A. The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all the Units according to the Allocated Interests.

B. A Limited Common Expense may be assessed solely against one Unit, as the Board may determine. Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element or a portion of the Common Elements which benefits only one unit may be assessed against the Unit to which the appurtenant Limited Common Element is assigned or against the Unit benefited by the expenditure, as the Board of Directors may periodically establish and determine.

C. Common Expense Assessments to pay a judgment against the Association shall be made as a Limited Common Expense against the Units included in the Condominium at the time the judgment was entered.

D. It is intended that water, sewer, electricity, gas, and telephone services shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Owner shall be required to pay the bills for such services consumed or used in his Unit. Except as otherwise agreed by the Board, the electricity serving the Common Elements



shall be separately metered, and the Association shall pay all bills for such services consumed in the Common Elements as a Common Expense assessable to all the owners of the Units. Water and sewer, if not separately metered, shall be assessed to each Unit as a Common Expense, subject to the right of the Association to submeter and then separately charge for water and sewer services supplied to the Units as Service Charges. Unit Owners shall take reasonable steps to conserve such utilities as are not separately metered. If a Unit Owner fails to take reasonable steps to conserve such utilities and/or wastes such utilities, the Board of Directors may assess that Unit Owner for that Unit Owner's disproportionate use of such utilities.

E. Each Unit is subject to a lien in favor of the Association for the unpaid Common Expense Assessments, interest and costs of collection as provided in the Condominium Act, which lien may be foreclosed in like manner as a mortgage on real estate. No foreclosure of the Association's lien shall release the Owner from any personal liability for any unpaid portion of the lien. The recordation of this Declaration constitutes record notice of the lien. Such lien for Common Expense Assessments shall not have priority over a first mortgage securing a loan to purchase a Unit, and upon foreclosure of such first mortgage, any liens for then-existing Common Expense Assessments automatically shall be released but without releasing the responsible Unit owner from any personal liability for the liability secured by the released lien.

F. No Owner shall be liable for Common Expense Assessments until the later to occur of (i) sixty (60) days after the first conveyance of any Unit to a purchaser or (ii) until the Association makes its first Common Expense Assessment or (iii) a certificate of occupancy is first issued for the Unit.

G. Real estate taxes are to be separately taxed to each Unit Owner for such owner's Unit and the corresponding percentage of ownership in the common elements, as provided in the Act. However, in the event that for any year such taxes are not separately assessed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements, excluding units already assessed by the City directly to purchasers of such units.

H. If not provided by the City of Portland, periodic trash pickup of waste and any pickup of recycled materials shall be at the expense of individual Unit Owners, and shall not be the responsibility of the Association. The cost thereof shall not be assessed as a Common Expense liability. The Association may make reasonable rules concerning waste disposal and management.

Section 8.2 Service Charges and Fines. The Association shall have the express power to separately charge a Unit and the Owner for services rendered to that Unit, and interest and costs of collection in connection with service charges, and for fines assessed against an Owner for violation of this Declaration, the Bylaws and the Rules and Regulations. Such charges and fines shall be a lien on the Unit with the same status as a lien for Common Expense Assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.



Service charges shall include without limitation:

A. If an Owner requests the Association or its agent to perform repair or maintenance work on the Unit, or if the Unit Owner or its customers, invitees or agents damage a Common Element, or if a Unit Owner fails to perform maintenance or repair work required, the expense thereof as determined by the Board may be assessed as a service charge.

B. Fees, if any, which may be established by the Board for the use and maintenance of water, sewer and/or other utility services and equipment or of common facilities, Likewise, the expense of public utility charges for water and sewer services and reasonable reserve allowances may also be calculated by the Board in their discretion and assessed monthly as a service charge to each Unit. At the election of the Board, the expense of capital improvements, or major repairs or renovations to the water and sewer supply systems may be assessed either as a Common Expense or as a service charge.

C. Insurance premiums on permanent improvements to Units installed by Owners and insured by the request of the Owner with the Association's hazard insurance carrier. However it is anticipated that each Unit Owner will procure insurance on the improvements within the Lot Unit boundaries at the Owner's own expense, and that the only insurance carried by the Association will be liability insurance for the shared driveway portion and insurance upon any other Common Elements.

Section 8.3. Payment of and Lien for Assessments, Service Charges, Fines, Etc.

A. Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board may determine, one-twelfth (1/12th) of the annual common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

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

B. The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessments, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.



Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq. as they or their equivalents may be amended or modified from time to time.

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

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

Section 8.4. Liability. Multiple owners of a Unit shall each be jointly and severally liable with one another for all unpaid Common Expense Assessments, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection during their period of Unit ownership up to the time of the grant or conveyance. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those Common Expenses Assessments, service charges, etc. arising prior to the conveyance. A grantee or proposed purchaser under a purchase and sale contract for a Unit may obtain, upon request and the payment of such fee as may be established from time to time by the Board, a statement from the Association setting forth the amount of unpaid Common Expense Assessments and service charges, interest, penalties and costs of collection against the Unit as of the date of grant or conveyance and such other information required by the Condominium Act. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest and costs of collection accruing thereafter.

Section 8.5. Budget. The proposed budget approved by the Association's Board shall be adopted unless rejected by a One Hundred Percent (100%) vote of all Owners. After the first conveyance of an individual Unit (as distinguished from the conveyance of the entire project), the budget must contain funding for an adequate reserves for replacements of improvements to the Common Elements and to those Limited Common Elements that the Association is obligated to maintain.

Section 8.6. Working Capital Fund. Contemporaneous with the initial conveyance of each Unit by Declarant to a party other than a successor declarant, the Unit purchaser shall pay to Declarant an amount equal to Two (2) months' estimated Common Expense charges for each such



Unit, and Declarant shall contribute such payment from the Unit purchaser to a working capital fund established by the Declarant as provided below. Such working capital fund shall be established by Declarant, prior to the conveyance of the first Unit, as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. The Declarant may reimburse itself from such payments collected at closing from Unit purchasers if the Declarant has made the working capital fund payment for the Units in advance of the closing on the initial conveyance of such Units. Working capital fund payments from Unit purchasers shall not be credited against or deemed to be prepayment of any Assessments against Units by the Association. During the Declarant Control Period, the Declarant shall not use the working capital fund described above in this paragraph to offset its expenses, to make the required capital reserve contributions for Units owned by the Declarant (except to reimburse itself as provided above), to fund initial construction costs or to mitigate a budget shortfall.

ARTICLE 9 MAINTENANCE AND REPAIR

Section 9.1. General Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107(a) of the Condominium Act.

Section 9.2. Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to maintenance of the shared driveway, any exterior lighting along the shared driveway, and snow removal from the shared driveway, all as determined by the Board. No Owner shall do any of the foregoing without the prior written permission of the Board in each instance. If such repair or replacement of the Common Element shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owner(s) responsible as a Service Charge.

Section 9.3. Maintenance of Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, if any, all as determined by the Board of Directors.

The Association may assess Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely for the benefit of such Unit(s) only. If such repair or replacement of the Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Section 9.4. Maintenance of Unit/Repair Responsibility. The Owner of each Lot Unit shall be responsible, at its sole cost and expense, for the Lot Building Exterior Maintenance of any buildings located on a Lot Unit and for the Lot Landscape Maintenance of such Lot Unit. Furthermore, the Owner of each Lot Unit shall be responsible, at the Owner's sole cost and expense, for the demolition of any buildings or structures within the Lot Unit, and for the construction of any new dwelling unit and accessory structures within the Lot Unit.

Section 9.5. Liability of Owner. Each Unit Owner shall be liable, and the Association shall



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

Section 9.6. Management Contracts. Declarant does not anticipate that the Association will hire professional management. However, if professional management is retained, no management contract may be for a term exceeding three (3) years and any such contract shall be terminable for cause upon 30 days' notice. Any professional management contract entered into by the Association prior to the expiration of the Declarant Control Period may be terminated without cause and without penalty at any time after the expiration of such control upon written notice.

ARTICLE 10 CONDOMINIUM ASSOCIATION

Section 10.1. The Association. The Association is an association of Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non-Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members. Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding in interest. The Association shall have all the powers granted pursuant to the Bylaws, the Condominium Act and the Maine Non-Profit Corporation Act.

Section 10.2 Board of Directors Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of the Association.

A. During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

B. Following the expiration of the Declarant Control Period, the affairs of the Associa-



tion shall be governed by a Board of Directors composed of four (4) natural persons. Each member of the Board of Directors shall be a Unit Owner, or a spouse or registered domestic partner of a Unit Owner, or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, then a designated agent thereof, as further provided in the Bylaws.

C. The transition from Declarant-appointed members of the Board to the Unit Owner-elected Board generally shall occur at expiration of the Declarant Control Period or at such earlier date as the Declarant in its sole discretion shall specify. By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

Section 10.3. Bylaws. The initial Bylaws of the Association shall be adopted by the initial Board of Directors, and may thereafter be amended, from time to time, in accordance with the provisions contained therein.

Section 10.4. Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any Residents, Tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 11 INSURANCE

Section 11.1. General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance for the Condominium as are required by the Condominium Act and the Bylaws, to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. For each policy of insurance affecting Common Elements and/or both Units, but excluding any policy of insurance which insures only a single Unit, the Board is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 16-3-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these



purposes.

ARTICLE 12
MORTGAGES OF UNITS: RIGHTS OF ELIGIBLE MORTGAGE HOLDERS
AND OTHER HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest, Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the common expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

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

Section 12.3. Eligible Mortgage Holder, Notice. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (1) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

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



- A. Default by the owner of a mortgaged Unit in the payment of monthly Common Expenses, assessments, service charges, or other amounts due the Association that continues for 60 days or as required by the Condominium Act;
- B. The lapse, cancellation, expiration or material modification of insurance required to be maintained under this Declaration or Bylaws of the Association;
- C. A material amendment to this Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 12.4 below;
- D. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act or any condemnation proceeding against any of the Property;
- E. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- F. Default or violation of the condominium Documents, or any proceedings by the Association relating thereto;
- G. The merger or consolidation of the Condominium with another condominium; or
- H. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder, the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

Section 12.4 Mortgagee Approval Rights. For a material amendment to this Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least Fifty-One percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following shall be deemed material:

- A. Voting rights in the Association;
- B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of liens for common expenses Assessments;
- C. Reduction in reserves for maintenance, repair and replacement of Common Elements;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of Allocated Interests or rights to the use of Common Elements or Lim-



ited Common Elements;

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

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

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

I. Hazard insurance or fidelity bond requirements;

J. Imposition of any restrictions on the 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 after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;

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

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

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

P. The merger or consolidation of the Condominium with another condominium or the subjection of the Condominium to a master association;

Q. Any change in the Association's right to lien a Unit for unpaid Common Expense Assessments or a change in the priority of such liens;

R. Any one-time increase in monthly Common Expense Assessments by more than twenty-five percent (25%); or

S. Any material reduction in the funding of reserves for maintenance, repair and replacement of Common Elements and Limited Common Elements.

T. Any provisions of this Article.

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



The approval of any Eligible Mortgage Holder to such a material amendment to this Declaration shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

Section 12.5. Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

Section 12.6. Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times with reasonable advance notice to the Treasurer of the Association; provided, however, that Declarant shall have the right to withhold information in the books, records and accounts of the Association relating primarily to the construction and Unit sale activities of Declarant. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which statement shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 13 DAMAGE, DESTRUCTION, TERMINATION, REMOVAL

Section 13.1. Repair. Any portion of the Common Element Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under Section 13.3;
- B. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- C. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, and including the consent of the Eligible Mortgage Holders as required herein.

Repair or replacement of buildings or other structures within a Lot Unit which are damaged or destroyed shall be repaired or replaced as the sole expense of the Lot Unit Owner. In the event of damage to or destruction of any building or improvement located on a Lot Unit, the Lot Unit Owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct barriers around any unsafe condition on the Lot Unit resulting from such damage or destruction and, by not later than one year after the date of such damage or destruction shall cause the building or improvement to be reconstructed or shall cause the portion of the Lot Unit on which such building or improvement was located to be graded and



seeded to a condition in accordance with pre-destruction standards. If the Lot Unit Owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall have no obligation, to do so and to charge the cost thereof to the Lot Unit Owner as a Limited Common Expense.

Insurance deductibles and the cost of repair or replacement for Common Elements in excess of insurance proceeds and reserves or not covered by any insurance shall be a Common Expense.

Section 13.2. Application of Insurance Proceeds. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium; if the insurance proceeds are not sufficient, the Unit Owners shall pay such additional amount as is required as a Common Expense.

Section 13.3. Termination of Condominium. Except in the case of taking of all the units by eminent domain, the submission of the Property to the Condominium Act herein shall not be terminated unless (i) One hundred percent (100%) in voting interest of all of the then Owners in accordance with the Condominium Act and (ii) the percentage of the Eligible Mortgage Holders required by Article 12 shall agree to such revocation or removal of the Property from the provisions of the Condominium Act, their agreement to be established by written instrument duly recorded.

Section 13.4. Removal. Upon removal of the Property from the Condominium Act pursuant to Section 13.3, the provisions of Section 1602-118 of the Condominium Act shall govern. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

ARTICLE 14 EMINENT DOMAIN

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

Section 14.2. Part of Unit. If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition:

A. That Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit; and



B. The portion of the Allocated Interests, votes, and common expense liability divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 14.3. Part of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject to the Maine Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Element must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their Allocated Interest.

ARTICLE 15 GENERAL PROVISIONS

Section 15.1. Conflict of Laws. This Declaration shall be governed and construed according to the laws of the State of Maine. If any provision of this Declaration, the Bylaws, or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 15.2. Severability. The provisions of this Declaration shall be deemed independent and severable. If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 15.3. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 15.4. Dispute between Unit Owners, Association and Declarant; Arbitration. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners. In the event of a dispute between the Declarant and the Association and/or Unit Owners or between Unit Owners, the parties are encouraged to engage in voluntary mediation first, but if they are not willing or are unable to resolve an issue through voluntary mediation, then the following shall apply: All claims, disputes and other matters in question between: (1) the Declarant, on the one hand, and the Association or any Unit Owner(s) on the other hand, or (2) between any Unit Owner on the one hand and any other Unit Owner on the other hand, arising out of or relating to a Unit, the



Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner(s), the Association and/or the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration, before a single arbitrator, 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 binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In a dispute between Unit Owners, the arbitrator shall have the power, among other available remedies but not by way of limitation, to direct the Board of Directors and/or the Unit Owners to take any action that the Board of Directors and/or the members have the power to take pursuant to the Declaration, the Bylaws, or the Rules and Regulations, and such direction by the arbitrator shall be conclusive and binding upon the Board of Directors and the Unit Owners, with the same effect as if the Board of Directors or membership had approved such action by unanimous affirmative vote.

Section 15.5 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. References in this Declaration to Articles and Sections without references to the document in which they are contained are references to this Declaration.

Section 15.6. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Condominium. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

Section 15.7 Effective Date. This Declaration shall become effective when it and the Plat and Plans have been recorded.

Section 15.8 Schedules. All schedules attached to this Declaration are hereby made a part of this Declaration.

Section 15.9. Notice. Any notice required or given pursuant to this Declaration to the Association or to any Unit owner may be delivered to any Association director or officer or such to Owner respectively either by delivering it in person, by sending it to his or her Unit by United States mail, postage prepaid, or by delivering it to the Unit by hand, or as otherwise permitted by the Bylaws. If such notification is of a default or lien, then it shall be sent by certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this _____ day of _____, 2014.



SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

SHERIDAN CER, LLC

By: _____
Ronald Gan
Its Member

STATE OF MAINE
CUMBERLAND, ss.

, 2014

Personally appeared the above named Ronald Gan and acknowledged the foregoing Declaration to be his free act and deed.

Before me,

Notary Public/Attorney at Law

Printed name: _____

DRAFT



SCHEDULE A
LEGAL DESCRIPTION
Sheridan CERMAN Condominium
98-100 Sheridan Street, Portland, Maine

A certain lot or parcel of land located on the west bounds of Sheridan Street and on the north and east bounds of land now or formerly of Arlene Kelly described in Book 23451, Page 70 in the City of Portland, Cumberland County, and State of Maine and being more particularly described as follows:

Beginning at a 5/8" rebar found with cap on the west bounds of Sheridan Street at the north-east corner of land now or formerly of Arlene Kelly described in Book 23451, Page 70 and also being N14°-55'-02"W one hundred one and sixty hundredths (101.60') feet along the west bounds of Sheridan Street from a point at the intersection of the north bounds of Cumberland Avenue and the west bounds of Sheridan Street.

- 1) Thence S75°-04'-58"W sixty five and seventy seven hundredths (65.77') feet along the north bounds of land of Kelly to a 5/8" set with cap.
- 2) Thence N06°-22'-37"W fifty nine and five hundredths (59.05') feet along the east bounds of land of Kelly to a 5/8" rebar set with cap.
- 3) Thence S75°-04'-58"W seven and twenty seven hundredths (7.27') feet along the north bounds of land of Kelly to a point.
- 4) Thence N07°-18'-05"W thirty two and twenty eight hundredths (32.28') feet along land of Kelly and the east bounds of land now or formerly of Meghan Quinn described in said Registry in Book 26123, Page 109 to a point on the south bounds of land now or formerly of Joanne Seneca described in said Registry in Book 25870 Page 108.
- 5) Thence N75°-04'-58"E fifty nine and ninety nine hundredths (59.99') feet along the south bounds of land of Seneca and land now or formerly of David O' Donnell described in Book 25844, Page 268 to a point on the west bounds of Sheridan Street at the southeast corner of a 3' foot tall 8" X 8" Granite Post and being the southeast corner of land of O'Donnell.
- 6) Thence S14°-55'-02"E ninety and forty hundredths (90.40') feet along the west bounds of Sheridan Street to the point of beginning.

Containing 5,573 Square Feet and being all of the land of Sheridan CER, LLC described in a deed from John A. Lemieux and Cindy J. Lemieux to Sheridan CER, LLC dated January 21, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31315, Page 324. This description is based upon a boundary survey prepared by R.W. Eaton Associates for Sheridan CER, LLC.



The premises submitted to this Declaration of Condominium are SUBJECT TO a covenant and agreement to erect and maintain a wall between Evelyn Smith and Bruce Wheeler and Patricia Wheeler dated October 14, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9376, Page 222.

The premises submitted to this Declaration of Condominium are also SUBJECT TO and TOGETHER WITH all easements or appurtenances of record, insofar as the same are in force and applicable; and together with all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

The premises are also SUBJECT TO the following mortgages and related instruments insofar as they have not been discharged or otherwise released:

- (1) a Mortgage from Sheridan CER, LLC to John A. Lemieux and Cindy J. Lemieux dated January 31, 2014 and recorded in said Registry in Book 31315, Page 326;
- (2) a Mortgage from Sheridan CER, LLC to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust dated January 30, 2014 and recorded in said Registry in Book 31315, Page 332;
- (3) an Intercreditor Agreement between Sheridan CER, LLC, John A. Lemieux and Cindy J. Lemieux dated January 30, 2014 and recorded in said Registry in Book 31316, Page 3;
- (4) a Subordination Agreement between to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust and The Bank of Maine dated September 27, 2014 and recorded in said Registry in Book 31808, Page 181;
- (5) a Mortgage from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 184; and
- (6) an Assignment of Leases and Rents from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 193. .

The premises are also SUBJECT TO restrictions, terms, notes and provisions set forth in "Condominium Plan, Sheridan Cerman Condominium, 98-100 Sheridan Street, Portland, Maine", dated June 28, 2012, revised September 24, 2014, prepared for Sheridan CER, LLC by R.W. Eaton Associates, to be recorded in the Cumberland County Registry of Deeds.



SCHEDULE B

UNIT NUMBERS; COMMON ELEMENT INTERESTS;
COMMON EXPENSE LIABILITY; VOTE;

UNIT NUMBER	COMMON ELEMENT INTEREST AND COMMON EXPENSE LIABILITY	VOTE
1	50.0%	1
2	50.0%	1

DRAFT



SCHEDULE C

CONDOMINIUM PLAT

Reduced copy to be attached.

DRAFT



SCHEDULE D

LEGAL DESCRIPTIONS OF LOT UNITS 1 AND 2, SHERIDAN CERMAN CONDOMINIUM

LEGAL DESCRIPTION OF LOT UNIT 1

A certain lot or parcel of land with the buildings thereon located on the west bounds of Sheridan Street and on the south bounds of land now or formerly of David O'Donnell described in Cumberland County Registry of Deeds in Book 25844, Page 268, located in the City of Portland, Cumberland County, and State of Maine and being more particularly described as follows.

Beginning at a point on the west bounds of Sheridan Street at the southeast corner of a 3' foot tall 8" X 8" granite post at the southeast corner of land now or formerly of David O'Donnell described in said Registry in Book 25844, Page 268 and also being N14°-55'-02"W one hundred ninety two and zero hundredths (192.00') feet along the west bounds of Sheridan Street from the intersection of the north bounds of Cumberland Ave. and the west bounds of Sheridan Street.

- 1) Thence S14°-55'-02"E thirty and forty hundredths (30.40') feet along the west bounds of Sheridan Street to a drill hole set on the northeast corner of the Common Element of Sheridan CERMAN Condominium.
- 2) Thence S75°-04'-58"W forty eight and fifty six hundredths (48.56') feet along the north bounds of the Common Element to a 5/8" rebar set with cap.
- 3) Thence S14°-55'-02"E ten and zero hundredths (10.00') feet along the west bounds of the Common Element to a 5/8" rebar set with cap on the north bounds of Lot Unit 2 of Sheridan CERMAN Condominium.
- 4) Thence S75°-04'-58"W nine and seventy hundredths (9.70') feet along the north bounds of Lot Unit 2 to a 5/8" rebar set with cap on the east bounds of land now or formerly of Arlene Kelly described in said Registry in Book 23451, Page 70.
- 5) Thence N06°-22'-37"W eight and forty nine hundredths (8.49') feet along the west bounds of land of Kelly to a 5/8" rebar set with cap.
- 6) Thence S75°-04'-58"W seven and twenty seven hundredths (7.27') feet along the north bounds of land of Kelly to a point.
- 7) Thence N07°-18'-05"W thirty two and twenty eight hundredths (32.28') feet along land of Kelly and the east bounds of land now or formerly of Meghan Quinn described in said Registry in Book 26123, Page 109 to a point on the south bounds of land now or formerly of Joanne Seneca described in said Registry in Book 25870, Page 108.
- 8) Thence N75°-04'-58"E fifty nine and ninety nine hundredths (59.99') feet along the south bounds of land of Seneca and land now or formerly of David O' Donnell described in said Registry in Book 25844, Page 268 to the point of beginning.



Containing 1,987 Square Feet and being a portion of land of Sheridan CER, LLC described in said Registry in Book 31315, Page 324.

Lot Unit 1 is conveyed SUBJECT TO a covenant and agreement to erect and maintain a wall between Evelyn Smith and Bruce Wheeler and Patricia Wheeler dated October 14, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9376, Page 222. The owner of Lot Unit 1, by acceptance of the deed, assumes all legal obligations thereunder of an assignee of Evelyn A. Smith.

Lot Unit 1 is conveyed SUBJECT TO and TOGETHER WITH all easements or appurtenances of record, insofar as the same are in force and applicable; and together with all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

The premises are also conveyed SUBJECT TO the following mortgages and related instruments to the extent that they have not been discharged or otherwise released:

- (1) a Mortgage from Sheridan CER, LLC to John A. Lemieux and Cindy J. Lemieux dated January 31, 2014 and recorded in said Registry in Book 31315, Page 326;
- (2) a Mortgage from Sheridan CER, LLC to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust dated January 30, 2014 and recorded in said Registry in Book 31315, Page 332;
- (3) an Intercreditor Agreement between Sheridan CER, LLC, John A. Lemieux and Cindy J. Lemieux dated January 30, 2014 and recorded in said Registry in Book 31316, Page 3;
- (4) a Subordination Agreement between to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust and The Bank of Maine dated September 27, 2014 and recorded in said Registry in Book 31808, Page 181;
- (5) a Mortgage from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 184; and
- (6) an Assignment of Leases and Rents from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 193. .

Lot Unit 1 is also conveyed SUBJECT TO the Declaration of Condominium of Sheridan CERMEN Condominium, and to restrictions, terms, notes and provisions set forth in "Condominium Plan, Sheridan CERMEN Condominium, 98-100 Sheridan Street, Portland, Maine", dated June 28, 2012, revised _____, prepared for Sheridan CER, LLC by R. W. Eaton Associates, to be recorded in the Cumberland County Registry of Deeds.



LEGAL DESCRIPTION OF LOT UNIT 2

A certain lot or parcel of land located on the west bounds of Sheridan Street and on the north and east bounds of land of now or formerly of Arlene Kelly described in Cumberland County Registry of Deeds in Book 23451, Page 70, located in the City of Portland, Cumberland County, and State of Maine and being more particularly described as follows.

Beginning at a 5/8" rebar found with cap on the west bounds of Sheridan Street at the northeast corner of land of Arlene Kelly described in said Registry in Book 23451, Page 70 and also being N14°-55'-02"W one hundred one and sixty hundredths (101.60') feet along the west bounds of Sheridan Street from a point at the intersection of the north bounds of Cumberland Avenue and the west bounds of Sheridan Street.

- 1) Thence S75°-04'-58"W sixty five and seventy seven hundredths (65.77') feet along the north bounds of land of Kelly to a 5/8" rebar set with cap.
- 2) Thence N06°-22'-37"W fifty and fifty six hundredths (50.56') feet along the east bounds of land of Kelly to a 5/8" rebar set with cap at the southeast corner of Lot Unit 1 of Sheridan CERMAN Condominium.
- 3) Thence N75°-04'-58"E nine and seventy hundredths (9.70') feet along the south bounds of Unit 1 Sheridan CERMAN Condominium to a 5/8" rebar set with cap on the west bounds of the Common Element of Sheridan CERMAN Condominium.
- 4) Thence S14°-55'-02"E ten and zero hundredths (10.00') feet along the west bounds of the Common Element of Sheridan CERMAN Condominium to a 5/8" rebar set with cap.
- 5) Thence N75°-04'-58"E forty eight and fifty six hundredths (48.56') feet along the south bounds of the Common Element of Sheridan CERMAN Condominium to a 5/8" rebar set with cap on the west bounds of Sheridan Street.
- 6) Thence S14°-55'-02"E forty and zero hundredths (40.00') feet along the west bounds of Sheridan Street to the point of beginning.

Containing 2,615 Square Feet and being a portion of land of Sheridan CER, LLC described in said Registry in Book 31315, Page 324.

Lot Unit 2 is conveyed SUBJECT TO and TOGETHER WITH all easements or appurtenances of record, insofar as the same are in force and applicable; and together with all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

The premises are also conveyed SUBJECT TO the following mortgages and related instruments to the extent that they have not been discharged or otherwise released:

- (1) a Mortgage from Sheridan CER, LLC to John A. Lemieux and Cindy J. Lemieux dated January 31, 2014 and recorded in said Registry in Book 31315, Page 326;



- (2) a Mortgage from Sheridan CER, LLC to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust dated January 30, 2014 and recorded in said Registry in Book 31315, Page 332;
- (3) an Intercreditor Agreement between Sheridan CER, LLC, John A. Lemieux and Cindy J. Lemieux dated January 30, 2014 and recorded in said Registry in Book 31316, Page 3;
- (4) a Subordination Agreement between to the Mark G. Kiefner Living Trust and Nancy E. Bogg Living Trust and The Bank of Maine dated September 27, 2014 and recorded in said Registry in Book 31808, Page 181;
- (5) a Mortgage from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 184; and
- (6) an Assignment of Leases and Rents from Sheridan CER, LLC to The Bank of Maine dated September 29, 2014 and recorded in said Registry in Book 31808, Page 193. .

Lot Unit 2 is also conveyed SUBJECT TO the Declaration of Condominium of Sheridan CERMEN Condominium, and to restrictions, terms, notes and provisions set forth in "Condominium Plan, Sheridan Cerman Condominium, 98-100 Sheridan Street, Portland, Maine", dated June 28, 2012, revised _____, prepared for Sheridan CER, LLC by R.W. Eaton Associates, to be recorded in the Cumberland County Registry of Deeds.



RULES AND REGULATIONS

SHERIDAN CERMAN CONDOMINIUM OWNERS' ASSOCIATION

Sheridan CERMAN Condominium (the "Condominium") is a private condominium located at 98-100 Sheridan Street, Portland, Maine, consisting of two Lot Units each intended to contain a single-family dwelling, plus Common Elements including a shared driveway. The Condominium intends to allow each Unit Owner to create a high-quality living unit reflective of the Owner's own design aesthetic, maximizing autonomy within the Lot Unit, while maintaining a cooperative spirit with regard to the common facilities. Condominium owners will share in the use of common facilities and will share responsibility for ensuring that the concept of condominium ownership works well.

By virtue of the original Condominium Declaration and organizational Bylaws, the Sheridan CERMAN Condominium Owners' Association (the "Association") is a self-managing association with authority for governance vested in an elected Board of Directors (the "Board"). All owners are subject to common rules, regulations and standards of behavior when using the Common Elements.

As with any community, rules and regulations are necessary to insure the peaceful and orderly use and enjoyment of the common areas. The Rules and Regulations are the Condominium's means to that end. They are both general and specific and are based on condominium law, the Declaration and Bylaws, the preferences established by the original developer and, if amended, the subsequent owners of the Condominium.

In order to properly appreciate these rules, a Unit Owner must:

- Understand and support a condominium form of ownership, which in this Condominium is most apparent in the shared driveway and any other common elements. Decisions about maintenance, management and improvements of the common elements will need to be made jointly.
- Recognize that in a condominium community, with regard to the common elements, the group of owners will need to make decisions, and one owner's personal preferences will not control. Particularly in this two-unit condominium, decisions about common element areas will need to be made by consensus, as delineated in the Bylaws.
- Recognize that as a condominium unit owner, you have an obligation to participate in the activities of the community. This means caring about the common areas, serving on the Board, and meeting your financial obligations.
- Recognize that no condominium unit owner is exempt from the rules and regulations of the Condominium community.

As provided in the Bylaws and in order to assure the safe and peaceful use of the Condominium's facilities, the following Rules and Regulations have been adopted by the Board of Directors. To



the extent that these Rules and Regulations do not make reference to a particular circumstance or action, it should be assumed by all that such circumstances and actions are not permitted anywhere upon a Common Element at the Condominium without the specific approval of the Board of Directors.

1. Definitions; Interpretation: The terms used herein have the meanings set forth in the Declaration and Bylaws, if any, with the Declaration controlling over the Bylaws if there is any inconsistency.

All Unit Owners, Tenants and all guests, invitees, customers and patrons of Unit Owners or Tenants shall comply with the following Rules and Regulations regarding the operation, use and occupancy of the Common Elements. Unit Owners are responsible for making their Tenants, guests, invitees, customers and patrons aware of these Rules and Regulations and assuring their compliance.

2. Right To Peaceful Enjoyment By All Unit Owners:

- a. No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.
- b. No Unit Owner or Tenant shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements, or which creates or results in a hazard or nuisance on the Property.
- c. Units are restricted to one single-family residential dwelling on each Lot Unit, as further delineated in the Declaration. No Unit shall be used for non-residential purposes, except for a home occupation in compliance with City of Portland ordinances, and no Lot Unit may be subdivided to create more than one dwelling unit.

3. Leasing Restrictions:

No Unit may be leased for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. If the Unit is leased, a written lease is required, and it should contain the following provisions:

- a. requiring the tenant to comply with the Declaration, the Bylaws and Rules and Regulations;
- b. providing that failure to comply constitutes a default under the lease; and
- c. providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease.

The Unit Owner must not suspend his or her own insurance policy during the period of rental. Regardless of the terms of rental, timely payments of the Unit's monthly fees and special assessments during the rental period remain the responsibility of the Unit Owner.

Each Unit Owner of a condominium Unit shall, promptly following the execution of any written lease of a condominium Unit, forward a true copy thereof to the Board of Directors.



4. Animals/Pets:

The following use restrictions apply to animals and pets: There shall be no restrictions upon the keeping of pets within a Lot Unit. However, all animals, birds or reptiles which are brought upon the Common Elements shall be under the orderly control of the Unit Owner, no pet shall be upon the Common Elements unattended, pet owners are responsible for personal injuries and/or property damage caused by their pet, and pet owners shall clean up behind the pet upon any Common Element.

The Association shall have the power to further regulate pets and animals upon Common Elements under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time, including without limitation the express power to establish additional behavior requirements.

5. Alterations, Improvements and Structural Changes to Common Element:

No Unit Owner or Tenant may alter any Common Element or Limited Common Element, construct upon or remove anything from a Common Element, or paint or otherwise change the exterior appearance of a Common Element without the prior written approval of the Board of Directors. Unit Owners who take such actions without Board approval may be required, at their expense, to remove all unapproved changes and restore the Common Element or Limited Common Element to its original condition.

6. Construction of/Changes to Structures:

a. The Owner of each Lot Unit shall be responsible, at its sole cost and expense, for the Lot Building Exterior Maintenance of any buildings located on a Lot Unit and for the Lot Landscape Maintenance of such Lot Unit.

b. The Owner of each Lot Unit shall be responsible, at the Owner's sole cost and expense, for the demolition of any buildings or structures, or portion thereof, within the Lot Unit, and for the construction of any new dwelling unit, or portion thereof, and accessory structures within the Lot Unit. All demolition and construction shall be consistent with the ordinances of the City of Portland and any other applicable governmental regulations.

c. No Unit Owner is allowed to build an additional structure of any kind, regardless of whether it is independent of or connected to a residential unit, which encroaches beyond the boundaries of the Lot Unit or occupies a Common Element, without the prior written consent of the Board..

7. Outside Contractors:

a. All contractors and tradesmen employed or engaged by a Unit Owner to perform work in and around the Condominium, including within a Lot Unit, are required to provide proof of adequate liability insurance and Workers Compensation Insurance as required by Maine State law. Insurance certificates shall be provided to the Unit Owner and, upon request, to the Board prior to commencement of work. Insurance certificates provided by contractors shall specifically name the Unit Owner and the Condominium Association as additional insureds.

b. Any electrical, plumbing, and heating work done in a unit must be performed by experienced, reputable tradesmen licensed and certified to perform such work in the State of Maine.



c. The Association may require any outside contractor engaged by a Unit Owner to execute and deliver to the Association a mechanics lien waiver in connection with any work performed by such contractor hereunder.

8. Parking and Storage:

a. Each Lot Unit Owner has a perpetual right, subject to the Rules and Regulations, of ingress to and egress from each Lot Unit through the Common Element shared driveway to access the public street adjoining the Property. Access may be had by foot and by vehicle.

b. No personal property, including but not limited to vehicles, boats, trailers, cut wood, and construction materials, shall be stored upon or obstruct any of the Common Elements, including the shared driveway.

c. If, despite these Rules, personal property is stored upon any portion of the Common Elements, it shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damages to such property; the Board of Directors and the Association shall not be considered a bailee of any personal property of Unit Owner stored upon any common element or limited common element.

d. If the Owners of both Lot Units build a paved extension of the shared driveway which extends onto their Lot Unit, they mutually grant the other a revocable license to drive a vehicle upon the first twelve feet of the extension of the shared driveway of the other Owner for purposes of maneuvering a vehicle to gain access to or egress from their own non-Common Element parking area. [RON: what if it is occupied? Do they need to keep it clear?]

9. Snow Removal:

The Board of Directors is responsible for making arrangements for snow removal from the Common Element shared driveway and the sidewalk crossing that driveway, if any. Despite these efforts, there may be times that these areas may be temporarily impassable. Unit Owners shall cooperate with each other and with any snow removal contractor to facilitate snow and ice removal. If the actions of one Unit Owner interfere with efficient snow and/or ice removal and that result in additional snow removal charges, that Unit Owner shall be responsible for paying those additional costs.

10. Trash and Garbage:

a. Unless otherwise determined by the Board of Directors, garbage, household trash and material to be recycled will be removed by the City of Portland Public Works Department. Garbage, household trash and recycled material shall be properly bagged or placed in appropriate containers and properly placed curbside for collection in accordance with the regulations of the Public Works Department.

b. Owners/tenants are responsible for insuring that accumulated trash and recyclables do not create a nuisance in regards to odor, cleanliness, bug and other vermin infestation, or neatness.



c. Each Owner is responsible for the removal of any hazardous waste, large items, construction materials or debris, or unusual quantities which exceed the curbside pickup service of the City of Portland.

11. General Hazards and Liability of Unit Owners:

a. Nothing shall be done or kept in any Unit or in any part of the Common or Limited Common Elements which will increase the rate of insurance for the Property or any part thereof.

b. No Unit Owner or Tenant shall permit anything to be done or kept in the Unit or in the limited common or Common Elements which will result in the cancellation of insurance on the property or any part thereof or which would be in violation of any law, regulation, or administrative ruling.

c. No Unit Owner or Tenant shall sweep or throw, or permit to be swept or thrown from such Unit on to a Common Element any dirt, debris or other substance.

d. Unit Owners shall be liable for the expense of maintenance, repair or replacement of any damage to the Common or Limited Common Elements caused by such Unit Owner's act, neglect, or carelessness or that of their Tenants, guests, contractors, agents, lessees, or pets. Such liability shall include any increase in insurance premiums or assessments occasioned by any act, neglect, carelessness or the misuse of a unit.

12. Hazardous Materials:

a. No Unit Owner or Tenant may use or store upon any Common Element or transport to any Common Element hazardous, toxic, dangerous, radioactive, noxious or unhealthful materials, substances, objects, gases and/or wastes, or any chemical or substance which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which may pose a hazard to or be injurious to the health or safety of the occupants of individual Units, or the neighborhood in which the Property is located. Any Unit Owner or Tenant who uses or brings upon the premises hazardous materials despite the foregoing shall be solely responsible for all costs incurred or expended by the Association and/or any other Unit Owners or Tenants for the removal of all hazardous materials from the premises and for the remediation of the common areas or of any other Units, and shall be solely responsible for any and all liabilities, claims, penalties, expenditures and losses that are or may become due from the Association in connection with or arising directly or indirectly out of the Unit Owner's or Tenant's or their guests', invitees' or agents' use or possession of any such hazardous materials.

b. If despite the foregoing hazardous materials (including those listed above) are brought upon a Common Element of the Property, they must be disposed of by legal means at a legal disposal site and, if necessary, by trained personnel.

c. Spills of hazardous and/or polluting substances on any common or limited common area (paved or otherwise) shall be reported immediately to the Board of Directors or its designee. All removal, remediation and restoration costs associated with a hazardous material spill caused by a Unit Owner, Tenant, guest, employee, hired contractor or other representative shall be the responsibility of the Unit Owner.



13. Yard and Lawns:

- a. All lawns and vegetated areas at the Condominium are common areas and are under the control of the Association unless they are within the boundaries of a Lot Unit.
- b. No temporary, semi-permanent or permanent structures are allowed on any common area, except in such areas as may be designated by the Board.
- c. Lawn maintenance on any common area by anyone other than the Association's landscapers is prohibited, unless otherwise approved by the Board of Directors.

14. Expenses: The Association shall be responsible for the payment of all Common Expenses and the members shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective member as such expenses are defined in the Declaration or Bylaws.

- a. The Association shall be responsible for the payment of all Common Expenses which shall include, without limitation, any expenses for the maintenance, repair, replacement, insurance, administration and operation of the Common Elements, including but not limited to the shared driveway and any Limited Common Elements.
- b. As set forth in the Declaration and Bylaws, each Unit Owner shall pay to the Association his proportionate share of those expenses, except that (1) any common expense associated with the maintenance, repair or replacement of a Limited Common Element, if any, shall be assessed against the Unit(s) to which that Limited Common Element is assigned equally, (2) any Common Expense which, in the judgment of the Board of Directors of the Association, benefits fewer than all of the Units shall be assessed exclusively against the benefited Unit(s), and (3) notwithstanding anything to the contrary, if any Common Expense is caused by the misconduct of any Unit Owner, the Board of Directors may assess that Expense exclusively against that Unit Owner.

All Common Expenses shall be assessed against Unit Owners pursuant to the Declaration and Bylaws.

15. Unit Expenses: Common expenses shall not include Unit Expenses. Each Unit Owner shall be individually responsible for the payment of all Unit Expenses for the unit owned by each respective Unit Owner, which shall include, without limitation, any expenses in connection with the maintenance, repair, renovation, alteration, improvement or replacement of the following:

- a. **Systems & Utilities.** Pipes, lines, cables and wires serving only one individual Unit and located within the boundary lines of such Unit, or located upon a Common Element, including water lines, sewer lines, electrical wiring; heating equipment serving the Unit; television cable including incoming service terminal; telephone lines; smoke detectors; and any security alarms;
- b. **Structure & Fixtures.** All structures located within the Lot Unit, including all dwelling units and accessory structures, including all portions of the interior and the exterior thereof, including but not limited to roofs, chimneys, interior and exterior walls, foundation, doors, windows, and any other component thereof.



c. **Landscaping:** The Unit Owner is individually responsible for the care, replacement and maintenance of all areas within the Lot Unit boundaries, including but not limited to fences, lawns, gardens, walkways, steps and stairs, and all non-shared driveway parking areas.

16. Miscellaneous:

a. Without the prior written approval of the Board, no Unit Owner shall cause or permit anything to be hung, installed, or displayed on a Common Element. This prohibition includes, without limitation, works of art, clothing, signs, awnings, canopies, shutters, radio or television antenna, or any other items. Under no circumstances shall any television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her unit except with the prior written permission of the Board of Directors.

17. Insurance:

a. Each Unit Owner is responsible for obtaining insurance coverage for all structures, personal property, and liability with respect to the Lot Unit. The Condominium Association will NOT maintain a master policy to cover losses sustained by structures within the Lot Unit nor coverage for liability incurred while upon a Lot Unit.

b. Each Unit Owner should have insurance coverage for items of real property which pertain directly to the Unit (including all structures included within the boundaries or definition of the Lot Unit; items of personal property owned by the insured; and personal liability to cover claims brought against the insured for damages because of bodily injury or property damage occurring upon the Unit. Unit Owners should consult with their insurance agent to design a policy to meet their needs.

c. The Condominium Association shall maintain a policy to cover damage to and losses sustained in Common Element areas,, as further delineated in the Declaration and/or Bylaws.

18. Dispute between Declarant, Association and/or Unit Owners, Binding Arbitration: The Declaration, Bylaws and these Rules and Regulations include fairly standard provisions concerning notice, penalty and hearing procedures in the event of a violation. However, as this is a two-Unit condominium, it may not always be possible to resolve disputes through standard methods, so binding arbitration has been added as an additional dispute resolution mechanism in the event that the Board or the members are unable to resolve one or more issues of serious concern to one or more Unit Owners.

a. 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.

b. In the event of a dispute between the Declarant and the Association and/or Unit Owners or between Unit Owners, which cannot be resolved by action of the Board of Directors, the parties are encouraged to engage in voluntary mediation first.

c. If the parties are not willing to engage in voluntary mediation or are unable to resolve an issue through voluntary mediation, then the following shall apply: All claims, disputes and other matters in question between: (1) the Declarant, on the one hand, and the Association or any Unit Owner(s) on the other hand, or (2) between any Unit Owner on the one hand and any other



Unit Owner on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner(s), the Association and/or the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration, before a single arbitrator, 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 binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In a dispute between Unit Owners, the arbitrator shall have the power, among other available remedies but not by way of limitation, to direct the Board of Directors and/or the Unit Owners to take any action that the Board of Directors and/or the members have the power to take pursuant to the Declaration, the Bylaws, or the Rules and Regulations, and such direction by the arbitrator shall be conclusive and binding upon the Board of Directors and the Unit Owners, with the same effect as if the Board of Directors or membership had approved such action by unanimous affirmative vote.

19. Notice of Violation, Penalty and Hearing Procedures: All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws and these Rules and Regulations.

a. Upon any violation of the Declaration, Bylaws, or the Rules and Regulations, the offending party (including any Owner, tenant, lessee, licensee, guest or invitee) and the Owner of any Unit in which the violation is occurring or has occurred shall be given ten (10) days written notice by the Board of Directors by delivery in hand or by mail of the violation committed and necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the Unit Owner shall each pay a penalty in the amount of ten percent (10%) of the then monthly assessment of the Unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. This penalty shall not be the sole remedy for breach.

b. Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

c. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments or fees against such Unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws or the Rules and Regulations against such Owner or any occupant of such Unit.

20. Sanctions for Violations: Upon a determination pursuant to Section 18 and/or 19 that a Unit Owner or Tenant or guest or invitee for whom such Unit Owner or Tenant is responsible is in violation of these Rules and Regulations or the Condominium Declaration or Bylaws, the Board of Directors shall have the right to take any one or more of the following actions:



- a. Impose fines in an amount of 10% of the then monthly assessment of the Unit for each violation (each day during which a violation is found to exist or continue shall be considered a separate violation);
- b. Assess the expense of maintenance, repair or replacement of any damage to the Common Elements or, Limited Common Elements caused by any violation;
- c. Authorize officers of the Association to commence appropriate legal proceedings, at law or in equity, or through arbitration seek or accept an award necessary to enjoin, abate or remedy the continuance of any violations or to compel compliance with these Rules and Regulations and the Condominium Documents, and/or to recover damages for any violation;
- d. Assess all costs incurred by the Association, including court costs, arbitration fees, and attorneys' fees, in the process of rectifying any violation.
- e. These remedies, and such other remedies as are allowable by the prevailing arbitration law and applicable rules, shall be available to an arbitrator in crafting an award should a Unit Owner seek binding arbitration, with the arbitrator to direct action with the same effect as if the Board of Directors or membership had approved such action by unanimous affirmative vote.

21. Amendment, Conflict:

The Board of Directors may from time to time, by affirmative vote of at least Seventy-Five (75%) per cent of the members of the Board of Directors at a meeting duly called for that purpose, adopt, modify, and revoke in whole or in part, at any meeting duly called for the purpose, these Rules and Regulations as it may deem necessary, PROVIDED, HOWEVER, that these Rules and Regulations may not be amended in such a way that they would be in conflict with the Declaration and/or the Bylaws. To the extent such a proposed amendment would be in conflict with the Declaration and/or the Bylaws, such an amendment is not effective unless the Declaration and/or Bylaws are also amended in accordance with the amendment procedures contained therein. In the event of any conflict between these Rules and Regulations and the provisions of the Bylaws, the Declaration or the Maine Condominium Act, the latter shall govern and apply. These Rules and Regulations, and every amendment, modification, and revocation thereof, shall, upon adoption, be delivered promptly to each Unit Owner and shall be binding upon all members of the Association and occupants of the property.

22. Effect of Rules and Regulations:

The invalidity of any term or provision of these Rules and Regulations shall not impair or affect in any manner the validity, enforceability or effect of any other terms or provisions hereof. Each remedy set forth in these Rules and Regulations shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in these Rules and Regulations shall be cumulative and not exclusive.

In bringing issues to the Board, Unit Owners are reminded that the Condominium is a community and its Board is made up of neighbors whose objective is the Condominium's best interest. Differences of opinion are inevitable in any community. Resolution of conflict begins with mutual respect and understanding. The Board of Directors has promulgated the preceding Rules and Regulations for the safety, well-being and convenience of all Unit Owners.



Adopted by the Board of Directors this _____ day of _____, 2014.

DRAFT

WARRANTY DEED

(Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **JOHN A. LEMIEUX** and **CINDY J. LEMIEUX**, both of the City of Portland, County of Cumberland and State of Maine, for consideration paid, grant to **SHERIDAN CER, LLC**, a Maine limited liability company with a place of business in Portland, County of Cumberland and State of Maine, with a mailing address of 202 Washington Avenue, Portland, Maine 04101, with **WARRANTY COVENANTS**, the following described real estate in Portland, County of Cumberland and State of 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:

Commencing on Sheridan Street, (formerly known as Poplar Street) at the northerly corner of land now or formerly of Hugh DeVine and Mary DeVine; thence running on said Sheridan Street, a distance of fifty-eight and four tenths (58.4) feet to land now or formerly of Owen Kerrigan and Mary Kerrigan; thence southwesterly at right angles to Sheridan Street by said Kerrigan land, a distance of Fifty-seven (57) feet; thence southeasterly a distance of fifty-nine and six-tenths (59.6) feet, more or less, to land now or formerly of DeVine; thence running northeasterly by land now or formerly of said DeVine a distance of sixty-five and seventy-seven hundredths (65.77) feet, more or less, to the point of beginning, according to measurements and plan made by Charles Bowe.

Also another certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Sheridan Street (formerly known as Poplar Street), in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Commencing at the most northerly corner of the lot of land on Sheridan Street, given to the Roman Catholic Society of Portland by Charles O. Clapp, et al; thence running northwesterly a distance of thirty-two (32) feet and from these two bounded extending southwesterly keeping the width of thirty-two (32) feet, to the northeasterly sideline of land now or formerly of Charles O. Clapp, et al., being a continuation of the rear line of land now or formerly of the Roman Catholic Society of Portland, as referred to above, the land southwesterly of said line having been conveyed by Charles O. Clapp, et al.

This conveyance is made subject to a covenant to erect and maintain a wall between Evelyn Smith and Bruce Wheeler and Patricia Wheeler, dated October 14, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9376, Page 222.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by deed of John A. Lemieux dated February 12, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14546, Page 205. Reference is also made to the deed of Evelyn A. Banks (formerly known as Evelyn A. Smith), dated March 7, 1997, and recorded in the Cumberland County Registry of Deeds in Book 12980, Page 72.

WITNESS our hands and seals this 31 day of January, 2014.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Barbara A. Vestal

John A. Lemieux
John A. Lemieux

Eve

Cindy J. Lemieux
Cindy J. Lemieux

STATE OF MAINE
CUMBERLAND, SS.

January 31, 2014

Personally appeared the above-named John A. Lemieux and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Barbara A. Vestal
Notary Public/Attorney-at-Law

Printed name: Barbara A. Vestal