

TFH Architects

Sheridan Street Condominiums

117-117 Sheridan St, Portland, Maine

013K028001

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

2004-0143
Application I. D. Number

07/01/2004
Application Date

TFH Architects
Applicant
100 Commercial Street, Portland, ME 04101
Applicant's Mailing Address

Sheridan Street Condominiums
Project Name/Description

Consultant/Agent
Applicant Ph: (207) 775-6141 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

117 - 117 Sheridan St, Portland, Maine
Address of Proposed Site
013 K028001
Assessor's Reference: Chart-Block-Lot

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

10,606 s.f. **R6**
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

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

Fees Paid: Site Plan **\$500.00** Subdivision Engineer Review **\$1,236.78** Date **03/15/2005**

Planning Approval Status:

Reviewer **Kandi Talbot**

- Approved **Approved w/Conditions** Denied
See Attached

Approval Date **10/26/2004** Approval Expiration **10/26/2005** Extension to Additional Sheets
 OK to Issue Building Permit **Kandi Talbot** **03/25/2004** Attached
signature date

Performance Guarantee **Required*** **Not Required**

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

- | | | | |
|--|---------------------------|--|--------------------------------------|
| <input checked="" type="checkbox"/> Performance Guarantee Accepted | 03/15/2005
date | \$74,741.00
amount | 04/15/2007
expiration date |
| <input checked="" type="checkbox"/> Inspection Fee Paid | 03/11/2005
date | \$1,494.82
amount | |
| <input type="checkbox"/> Building Permit Issue | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | date | <input type="checkbox"/> Conditions (See Attached) | expiration date |
| <input type="checkbox"/> Final Inspection | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | date | | |
| <input type="checkbox"/> Performance Guarantee Released | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | date | signature | |

City of Portland Site Plan Application

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 permits of any kind are accepted.

Location/Address of Construction: 117 Sheridan Street	
Total Square Footage of Proposed Structure 10,606 GSF	Square Footage of Lot 11,658 SF

Tax Assessor's Chart, Block & Lot Chart# 13 Block# K 28,33,36,66 Lot#	Property owner, mailing address: Laurence Eubank Fort Sumner LLC 12 Simonton Street S. Portland, ME 04106
Consultant/Agent, mailing address, phone & contact person P. Scott Teas 775-6141 TFH Architects 100 Commercial Street Portland, ME 04101	Applicant name, mailing address & telephone: 775-6141 TFH Architects 100 Commercial Street Portland, ME 04101
Project name: Sheridan Street Condominiums	Telephone: 207-799-6340

Proposed Development (check all that applies) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input type="checkbox"/> Subdivision, amount of lots _____ Other: _____	
Major Development <input checked="" type="checkbox"/> \$500.00 Minor Development <input type="checkbox"/> \$400.00	Who billing will be sent to: Laurence Eubank Mailing address: 12 Simonton Street S. Portland, ME 04106 Contact person: Laurence Eubank Phone: 207-799-6340

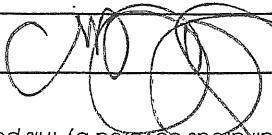
Nine (9) separate packets must include the following:

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

All plans must be folded neatly and in packet form

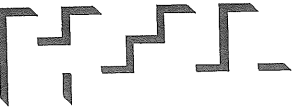
Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: cl.portland.me.us chapter 14

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

Signature of applicant: 

Date: 7-1-04

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



MEMORANDUM

To: Kandice Talbot, Planner

From: T. Scott Teas, Project Architect

Date: 12 October 2004

Re: 8-Unit Residential, 117 Sheridan Street (Fort Sumner, LLC, applicant)

In response to the Planning Board Workshop held on September 14, 2004, your initial site plan evaluation memorandum of September 9, 2004, site plan review memorandum of September 14, 2004 by Jim Seymour or Sebago Technics, your e-mail of October 8, 2004 as well as discussions with Planning Staff, neighbors and abutters and on behalf of Laurence Eubank, my client, we offer the enclosed revised site plan drawings, details and specifications for approval at the Public Hearing to be held on October 26, 2004.

The following has been formatted in accordance with the checklist provided to us of "issues to be resolved prior to the Public Hearing"

1. Property Line Boundaries and Right of Way Disturbance:

After discussions with abutting Sheridan Street neighbors, the applicant has opted to move the building to the south 7.54 feet, thereby creating approximately 18'-0" distance between the two-story house to the north and the northerly side of the project building. The 18-foot distance maintains a 10'-0" side yard setback from the existing walkway, which historically was assumed to be the south boundary of the "O'Donnell" property.

A trade off agreement has been reached between the applicant and the owners of the triple-decker to the south, the Noble property. This will allow for an 18-foot wide driveway, which in turn will contain a 16-foot wide access right-of-way connecting Sheridan Street to the City property to the east. (See S.G.C. drawing enclosed).

The developer proposes to provide the City with a 16-foot right-of-way along the southern property line, clear of identified parking spaces, connecting Sheridan Street with the City property to the east.

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.rr.com

October 12, 2004

City of Portland Planning Board
City Hall
Portland, Maine 04101

Dear Members;

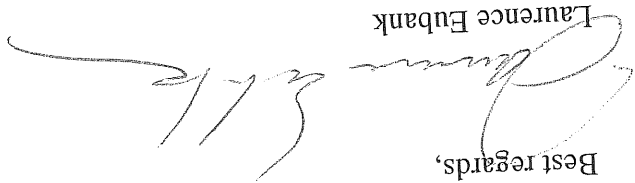
This is to report my efforts at resolving boundary issues associated with the property at 117 Sheridan Street and the eight-unit condominium project on that property that I have submitted for your consideration and approval.

To the south, I have reached verbal agreement with the abutting neighbor on a swap of land that is mutually satisfactory to each other and our respective counsel. As of this writing, professional work is in process to codify and legalize that agreement.

To the north, I have offered to give land and a proscriptive easement to the abutter. As of this writing, that offer has been refused.

Any questions regarding the above, please direct them to me at the earliest.

Best regards,


Laurence Eubank

Sewer Capacity Letter:

At the end of June the applicant sent a letter to the Department of Public Works requesting a letter stating the ability of the Department to service this project. The Department is currently reviewing the plans, and has indicated that a letter is forthcoming.

Water Capacity Letter: (See attached letter from Portland Water District)

Our engineers are currently sizing booster pumps in order to provide adequate water flow and pressure for both domestic and sprinkler systems.

Solid Waster Disposal:

The applicant proposes to have a well-ventilated solid waste storage room located in the cellar. Rubbish pick up will be provided by an independent solid waste removal contractor. Removal would take place through the rear stair, which is a half level below finish grade.



225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

Customer Service Hotline (207) 761-8310
(207) 774-5961
FAX (207) 879-5837

July 12, 2004

Will Tinklenberg
TFH Architects
100 Commercial St.
Portland, Me. 04101

Re: Sheridan Street Condominiums

Will:

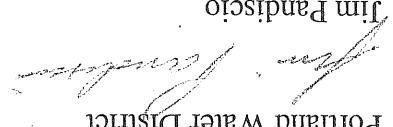
This letter is to inform you there may not be an adequate supply of clean and healthful water to serve the needs of the proposed eight unit four story condominium project in Portland. Checking District records, I find there is a 2 1/4" water main installed in 1904 on the west side of Sheridan Street. Please note a 6" water main starting at Cumberland in Sheridan St. only extends down to the fire hydrant, # 360 and than changes to a 2 1/4" CI main after that.

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

Hydrant Location: Cumberland Ave. @ Sheridan St.

Hydrant # 106
Static pressure = 50 PSI
Flow = 787 GPM
Last Tested = 6/21/91

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

Sincerely,
Portland Water District

Jim Pandiscio
Means Coordinator

3. Water Capacity

RECEIVED
JUL 13 2004
BY: _____



Hydrant 106

5. Parking:

The applicant's revised design shows 17 parking spaces, which is in compliance with the R-6 zone requirements. All but one space will be assigned to condominium owners. There are (12) 9' x 19' full-size spaces and (5) 7'-6" x 16' compact spaces. Parking spaces numbered 16 and 17 (one of which will be visitor's parking) are parallel to the entry drive. Compact spaces numbered 7 through 11 widen the circulation area and now provide for adequate maneuvering space to allow cars parked in spaces numbered 1 through 15 to back out and reverse direction prior to exiting the site.

6. Open Space Ratio:

Calculations are based on the worst-case scenario with regards to lot line adjustments. As described in paragraph 1 above, the north line is adjusted to reflect its apparent location, that which has been assumed in the past. Even with these adjustments to property lines, there will be a minimum of 11,232 square feet. The impervious area as occupied by building or paving is 8,098 square feet leaving 3,134 square feet to attributed to open space. There will be a minimum of 28% open space.

7. Landscaping:

The revised landscaping design increases the tree count from the last proposal. Two additional street trees have been added as well as a landscape buffer to provide screening of the parking area from the City property to the rear. See Landscaping Plan C-3-1.

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.ir.com

October 12, 2004

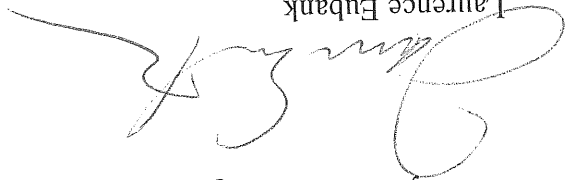
City of Portland Planning Board
City Hall
Portland, Maine 04101

Dear Members;

This is to request a waiver of the number of trees required as per zoning laws for the condominium project at 117 Sheridan Street in Portland that is before you for consideration and approval.

Further, this is to certify that I will provide appropriate landscaping for the project as requested and directed by your professional planning staff and the city's arborist.

Thank you and best regards,


Laurence Eubank

8. Lighting:

The site lighting will be in accordance with the City's lighting standards, whereby all lighting will consist of "cut-off" type fixtures to avoid light pollution onto adjacent properties. One pull-mounted fixture located to the east of the building will provide illumination for the parking lot without illuminating adjacent properties. (Lighting cut sheet is attached). Lighting levels can be seen on Lighting Plan C-3-1.

9. Building to the Street:

The building has been shifted 10 feet to the west and will now have a '0' lot line setback which is consistent with the flanking Sheridan Street buildings on either side.

FEATURES & SPECIFICATIONS

INTENDED USE - Ideal for use in car lots, street lighting or parking areas.

CONSTRUCTION - Rugged, .063" thick, aluminum rectangular housing. Continuously seam welded for weather-tight seal and integrity.

Naturally anodized, extruded, aluminum door frame with mitered corners is retained with (two) .188" diameter hinges pins and secured with (one) quarter-turn, quick release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that snaps into door frame.

FINISH - Standard finish is dark bronze (DBB) polyester powder. Other powder architectural colors available.

OPTICAL SYSTEM - Reflectors are anodized and segmented for superior uniformity and control, which allows the flexibility to mix distributions without compromising the overall lighting job. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Three cutoff distributions available: Type II (Roadway), Type III (Asymmetric), Type IV (Forward Throw, Sharp Cutoff).

Lens is .125" thick, impact-resistant, tempered, glass with-thermally-applied, silk screened power door shield.

ELECTRICAL SYSTEM - High reactance, high power factor ballast for 100W. Constant-wattage autotransformer ballast. Removable power door and positive locking disconnect plug for 150-250W. Super CWA Pulse Start ballast required for 200W (must order SCWA option). All ballasts are copper-wound and 100% factory-tested.

Porcelain, horizontally-oriented, socket with copper alloy, nickel-plated screw shell and center contact. Medium-base socket used with 100W and 150W, mogul-base socket used with 175-250W. UL listed 150W-600V.

INSTALLATION - Extruded, 4" aluminum arm for pole or wall mounting is shipped in fixture carton. Optional mountings available.

LISTING - UL listed for wet locations. Listed and labeled to comply with Canadian Standards (see Options).

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Series/Wattage	KSF1 250M
	KSF1 100M
	KSF1 150M
	KSF1 175M
	KSF1 200M
	KSF1 250M
Distribution	
	R2 IES Type II roadway
	R3 IES Type III asymmetric
	R4SC IES Type IV forward throw, sharp cutoff

Series/Wattage	120
	208
	240
	277
	347
	480
Voltage	120

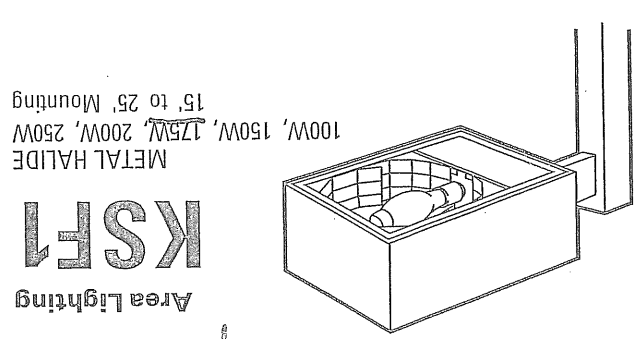
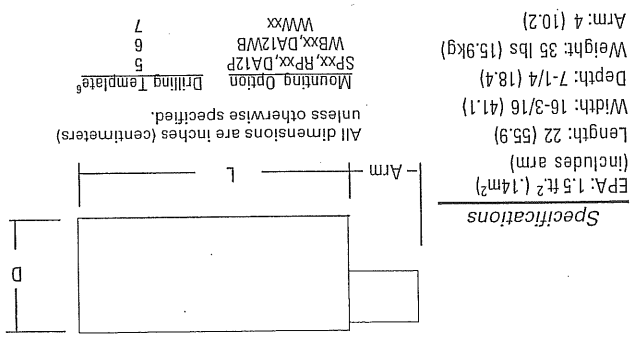
Mounting	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm)
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm)
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12

Options	Shipped Installed in Fixture
	SF Single fuse (120, 277, 347V, n/a TB)
	DF Double fuse (208, 240, 480V, n/a TB)
	PER NEMA twist-lock receptacle only (no photocontrol)
	QRS Quartzrestrike system (75W max; lamp not included, 120V only)
	EC Emergency circuit
	CR Corrosion-resistant finish
	CSA Listed and labeled to comply with Canadian Standards
	SCWA Super CWA Pulse Start Ballast (n/a 100W & 175W)

Mounting	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm)
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm)
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12

Options	Shipped Separately
	PE1 NEMA twist-lock PE (120, 208, 240V)
	PE3 NEMA twist-lock PE (347V)
	PE4 NEMA twist-lock PE (480V)
	PE7 NEMA twist-lock PE (277V)
	SC Shorting cap for PER option
	KSF1HS House side shield (R2, R3)
	KSF1VG Vandal guard

- NOTES:**
- Consult factory for availability in Canada.
 - Optional multi-tap ballast (120, 208, 240, 277V).
 - The SP09, RP09, or WW09 must be used when two or more luminaires are oriented on a 90° drilling pattern.
 - May be ordered as accessory.
 - Additional architectural colors available; see Architectural Colors brochure, form no. 794.3.
 - Refer to technical data section in the Outdoor binder for drilling template.



Area Lighting

KSF1

METAL HALIDE
100W, 150W, 175W, 200W, 250W
15" to 25" Mounting

Notes	EXTRIC Paintmen
Type	
Catalog Number	

Example: **KSF1 250M R3 120 SP04 SF DBB**

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Series/Wattage	KSF1 250M
	KSF1 100M
	KSF1 150M
	KSF1 175M
	KSF1 200M
	KSF1 250M
Distribution	
	R2 IES Type II roadway
	R3 IES Type III asymmetric
	R4SC IES Type IV forward throw, sharp cutoff

Series/Wattage	120
	208
	240
	277
	347
	480
Voltage	120

Mounting	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm)
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm)
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12

Options	Shipped Installed in Fixture
	SF Single fuse (120, 277, 347V, n/a TB)
	DF Double fuse (208, 240, 480V, n/a TB)
	PER NEMA twist-lock receptacle only (no photocontrol)
	QRS Quartzrestrike system (75W max; lamp not included, 120V only)
	EC Emergency circuit
	CR Corrosion-resistant finish
	CSA Listed and labeled to comply with Canadian Standards
	SCWA Super CWA Pulse Start Ballast (n/a 100W & 175W)

Mounting	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm)
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm)
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12

Options	Shipped Separately
	PE1 NEMA twist-lock PE (120, 208, 240V)
	PE3 NEMA twist-lock PE (347V)
	PE4 NEMA twist-lock PE (480V)
	PE7 NEMA twist-lock PE (277V)
	SC Shorting cap for PER option
	KSF1HS House side shield (R2, R3)
	KSF1VG Vandal guard

- NOTES:**
- Consult factory for availability in Canada.
 - Optional multi-tap ballast (120, 208, 240, 277V).
 - The SP09, RP09, or WW09 must be used when two or more luminaires are oriented on a 90° drilling pattern.
 - May be ordered as accessory.
 - Additional architectural colors available; see Architectural Colors brochure, form no. 794.3.
 - Refer to technical data section in the Outdoor binder for drilling template.

Architectural Colors (powder finish)	DBB Dark bronze (standard)
Standard Colors	DDB Dark bronze (standard)
	DWB White
	DBL Black
Classic Colors	DMB Medium bronze
	DNA Natural aluminum
	DSS Sandstone
	DGC Charcoal gray
	DTG Tennis green
	DBR Bright red
	DSB Steel blue

Mounting	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm)
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm)
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12

Options	Shipped Separately
	PE1 NEMA twist-lock PE (120, 208, 240V)
	PE3 NEMA twist-lock PE (347V)
	PE4 NEMA twist-lock PE (480V)
	PE7 NEMA twist-lock PE (277V)
	SC Shorting cap for PER option
	KSF1HS House side shield (R2, R3)
	KSF1VG Vandal guard

Accessories: Tenon Mounting Slipfitter (Order separately)

Number of fixtures

One	Two@180°	Two@90°	Three@120°	Three@90°	Four@90°
2-3/8"	120-190	120-280	120-290	120-320	120-490
2-7/8"	125-190	125-280	125-290	125-320	125-490
4"	135-190	135-280	135-290	135-320	135-490

Sheet#: KSF1-M

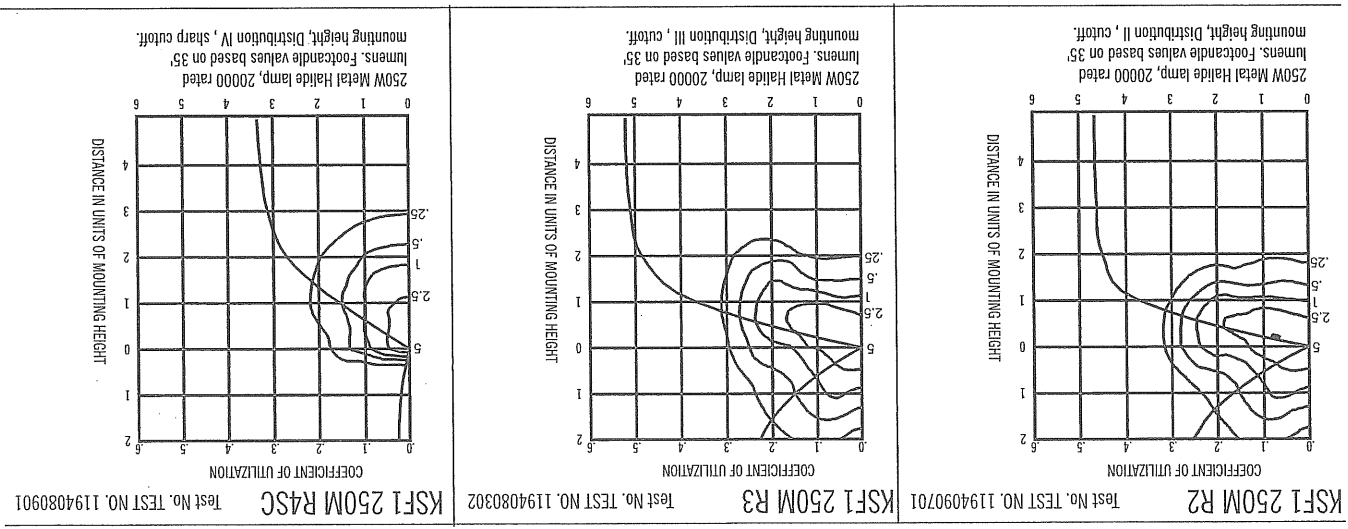
AL - 310

8. Lighting

OUTDOOR

KSF1 Arm-Mounted Rectilinear Cutoff Lighting

— Coefficient of Utilization
 — Initial Footcandle



NOTES:

- 1 For electrical characteristics, consult technical data tab.
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.
- 3 Photometric data for other distributions can be accessed from the Lithonia Lighting website. (www.lithonia.com)

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

- 15 ft. = 5.4
- 30 ft. = 1.36
- 40 ft. = .77

$$\left(\frac{\text{New Mounting Height}}{\text{Existing Mounting Height}} \right)^2 = \text{Correction factor}$$



An Acuity Brands Company

KSF1-M ©2000 Lithonia Lighting, Rev. 2/02 KSF1-M.P65

Lithonia Lighting
 Acuity Lighting Group, Inc.
 Outdoor Lighting
 One Lithonia Way, Conyers, GA 30012-3957
 Phone: 770-922-9000 Fax: 770-918-1209
 In Canada: 1100 50th Ave., Lachine, Quebec H8T 2V3
 www.lithonia.com

10. Financial and Technical Capability:

Letters from financial institutions were provided to the Project Planning Coordinator on Tuesday, September 14, 2004.

11. Neighborhood Meeting:

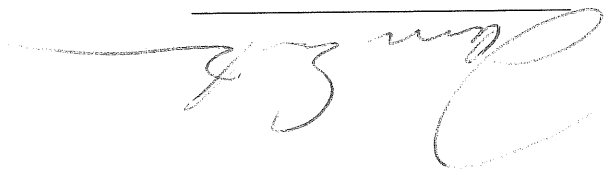
A neighborhood meeting was held on Tuesday, September 28. Several of the neighbors attended the meeting and asked questions. Laurence Eubank and Scott Teas answered questions. A copy of the minutes is attached.

NEIGHBORHOOD MEETING CERTIFICATION

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.ir.com

I, Laurence Eubank, hereby certify that a neighborhood meeting was held on September 28, 2004 at Adams School, 48 Moody Street, Portland, Maine at 7:00 p.m. I also certify that on Monday, September 20, 2004, invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the 'interested parties' list.

Signed,



Laurence Eubank

Date 10/12/04

Attached to this certification are:

1. Copy of the invitation sent;
2. Sign-in sheet
3. Meeting minutes

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.rr.com

September 20, 2004

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for an eight-unit condominium development at 117 Sheridan Street in Portland.

Meeting Location:

Adams School
48 Moody Street
Gym/Cafeteria

Meeting Date:

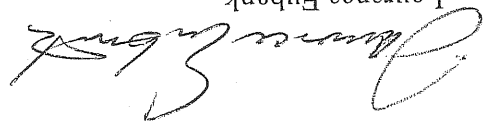
Tuesday, September 28, 2004

Meeting Time:

7:00 pm

If you have any questions, please call me at 799-6340.

Sincerely,



Laurence Eubank

Note: Under Section 14-32 (C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.

List of Attendees
 Neighborhood Meeting
 Sheridan Street Condominiums
 September 28, 2004

Telephone	Address	Name
772-8528	110 Shandon St	Ivan Brown
774-0764	34 North St	William R. Cochran
774-2365	32 North St	James G. ...
771-3661		Mrs. S. ...

**MINUTES OF MUNJOY HILL NEIGHBORHOOD MEETING
RE: SHERIDAN STREET CONDOMINIUMS**

DATE: September 28, 2004

LOCATION: Adams School, Moody St., Portland

ATTENDEES:

Developer: Laurence Eubank, Fort Sumner LLC, 799,6340
Architect: Scott Teas, TFH Architects, Portland, 775,6141

Recorder of Minutes: Katherine Paul, 775,5172

Media: Chris Busby, *The Portland Forecaster*, 781,3661, ext. 100

Community Members (sign-in sheet attached):
James Courie, 32 North Street, 774,2365
William K. Gorham, 34 North Street, 774,0768
Fran Brown, 116 Sheridan Street, 772,8528

The meeting was convened by L. Eubank at 7:10 p.m. Eubank introduced himself and provided a brief history of his previous experience as a general contractor and developer in the greater Portland area. He then introduced S. Teas, of TFH Architects.

Teas told the group that he has been an architect in Portland for more than 30 years, and has worked on a number of infill housing projects similar to the proposed Sheridan Street development. He explained that these projects have all been successful, in part because they have been designed in context, with strict attention paid to local zoning regulations. The goal of these projects is to address Portland's need for additional housing without exceeding standards of reasonable density. Teas stated that the Sheridan Street condos will be sold at market value using conventional financing.

At this point, a couple of questions were raised:

- J. Courie asked for a clarification of the term "in-fill." S. Teas responded that the term refers to filling in an existing property with a building that is designed to fit the context of the neighboring properties. In this case, the building will incorporate 3-decker bay windows, in keeping with local architectural style, and will be similar in scale to surrounding 4-story buildings.
- J. Courie asked if all of the apartments will be two stories. S. Teas, referring to a model of the project, stated that there will be a total of 8 units, including 4 flats and 4 townhouses.

- F. Brown returned the conversation to the topic of blasting, asking when would it occur, and how loud would it be? S. Teas responded that the noise will be abated.
- J. Courie commented that he lives on North Street, where "we just had to endure a new apartment building." He stated that Munjoy Hill is the most densely populated neighborhood in the state. It seems that whenever there is an open lot on the Hill, the response is "let's put something there." Courie suggested that there must be other places in the city to build apartments, rather than in this already densely populated neighborhood. S. Teas responded that it is his belief that Parkside is actually the most densely populated neighborhood in Maine. He also said that he believes Maine is fortunate to have neighborhoods within walking distance of downtown Portland. He pointed out that population density supports public transportation, the arts, and city services. "For a lot of us, there's a vitality that goes along with density," he said, adding that the building of more housing in these areas is preferable to urban sprawl. W. Gorham commented that it's the decision to require 2- and 5-acre house lots that creates urban sprawl, "not what we do here in the city."
- J. Courie asked about the proposed building's proximity to the street. S. Teas responded that the building will be constructed in line with the existing buildings.
- W. Gorham asked if any blasting would be required at the site. S. Teas responded that it is not known for certain at this time. A geotechnical engineer consulted by the Developer and Architect has suggested there may be a need for blasting in a corner of the property designated for parking. However, Teas said he believes encounters any ledge, those plans could be modified. Should blasting be required, Teas explained that there are extensive procedural guidelines that will be followed, including: photographic documentation of existing buildings within the required radius; insurance coverage for potential damage caused by blasting; and adequate advance warning.

A Question & Answer Session followed.

Teas resumed his description of the project with a discussion of property lines. A recent land survey revealed that the property lines for 117 Sheridan St. run through abutting property owner Peter O'Donnell's house on the north side, and through the garden of abutting property owner Linda Noble, to the south. The Developer anticipates reaching agreements with both abutters that will resolve the property line issues to everyone's satisfaction. Parking for the development has been designed to be both safe and convenient. There will be 17 off-street parking spaces. The Developer will maintain a path clear to the city property that abuts the development to the east. Plans call for the installation of street trees and other landscaping features, in keeping with the overall landscaping characteristics of the neighborhood. Because these are 2-BR condos, it is anticipated that they will be purchased by either young professionals or empty nesters, as opposed to families.

The size of the charge required to dislodge the ledge is what affects abutting properties. If any blasting occurs at this site, it would be limited to small, contained charges, he said. Extreme caution would be taken to limit the impact. If any damage to neighboring properties occurs, the Developer's insurance will cover it. L. Eubank stated that he would not hesitate to shrink the basement to avoid blasting. Brown asked if blasting would occur during daytime hours. Teas said yes.

- W. Goham asked L. Eubank if he has built other multi-unit buildings in Portland. Eubank said that he has worked on numerous multi-family restorations in Portland, and has built single-family homes in the Greater Portland area, including in Bramblewood and North Deering.

- C. Busby asked for confirmation of the existing house number as 117, and asked what the other house numbers will be. S. Teas responded that they do not yet know.

- J. Courie wished the Developer and Architect good luck.

The attendees dispersed, and the meeting ended.

As previously indicated, the parking space count has been increased to 17. By creating compact spaces to the rear of the property, adequate maneuvering space has been created to allow those cars at the rear of the property to back up and reverse direction to exiting the site. Tip down curbs will be created at either side of the new entry drive to allow for handicap transit along Sheridan Street.

12. Traffic Engineer's Issue:

13. Development Review Coordinator Items:
See herein and revised drawings.

14. Encroachments of Buildings, etc.:
To the best of the applicant's knowledge, the revised site plan is "as of right" with regards to the R-6 zone requirements.

15. Public Easement Access:

As requested by Planning Staff, a 16-foot wide public access easement has been provided in the vicinity of the existing driveway connecting the City's "public land" to Sheridan Street.

16. Condo Documents:

See enclosed.

Memorandum
Department of Planning and Development
Planning Division



To: Chair Delogu and Members of the Portland Planning Board

From: Kandice Talbot, Planner

Date: September 9, 2004

Re: September 14, 2004 Planning Board Workshop
8-unit Residential, 117 Sheridan Street, Fort Sumner, LLC, applicant

Introduction

Fort Sumner, LLC is proposing an 8-unit residential building to be located at 117 Sheridan Street. There is a single-family residential building existing on the site, along with a storage shed and 3 garages. These buildings are proposed to be demolished for the proposed construction. The site is approximately 11,658 sq. ft. and zoned R-6. The plan is subject to site plan and subdivision review.

Existing uses in the area primarily consist of single-family and multi-family residential buildings.

Traffic

Access to the site will be by a 16 ft. driveway on Sheridan Street. The applicant is proposing 16 parking spaces on the property. Zoning requires 17 parking spaces. The applicant is proposing stacked parking for the units. The Traffic Engineer is currently reviewing the plans.

Curb and a concrete sidewalk exist along Sheridan Street. The plans shall show the areas of disturbance within the City's right-of-way.

Building Design

The project consists of eight two-bedroom dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 sq. ft. each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately

1,300 sq. ft. each. Each unit will have individual porches. Floor plans are included as Attachment 4.

The building material will consist of fiber cement clapboard siding and fiber cement trim. The center of the building will house the stairway. The center of the building and the top floor will be constructed of a fiberglass window wall system. Elevations of the building are included as Attachment 5.

Sewers, Water, Solid Waste Disposal

Utility lines in Sheridan Street will serve the development. The applicant is proposing underground phone, cable and electrical. The applicant shall provide capacity letters from the Portland Sewer Division and the Portland Water District.

Solid waste, generated by the residents will be contracted for private removal. No dumpsters are proposed. The applicant shall provide the planning staff with an agreement with a solid waste contractor discussing a time schedule for the removal of the solid waste.

Landscaping

The applicant is proposing four (4) Flowering Crab trees and one (1) Green Ash. The subdivision ordinance requires two (2) trees per unit, which would be a requirement of sixteen (16) trees. The site is small and it would not be possible to provide sixteen trees on the property. The City Arborist is currently reviewing the landscape plan.

Open Space Ratio

The R-6 zone requires an open space ratio of twenty percent (20%) of the lot, for those lots, which contain fewer than twenty (20) dwelling units. This area shall not include parking areas or other impervious surfaces. The applicant shall submit the open space ratio calculations for staff to determine if the open space ratio is being met.

Boundary Survey

A boundary survey was completed for the property. There are a number of encroachments and easements on the site. Public Works has reviewed the boundary survey and the boundary survey retracement and finds that the boundary survey is accurate.

The boundary survey shows that there is some existing pavement on the property that encroaches onto the City property to the east and the abutting property to the south. It appears that the applicant is proposing to remove the pavement within the encroachment area and loam and seed these areas.

There is also an apparent encroachment of the abutting residence to the north. However, it appears that the proposal can meet lot coverage requirements and setbacks with this encroachment. The Zoning Administrator is reviewing the plans for compliance with zoning and will provide a memo prior to the planning board public hearing.

Soil and Drainage

Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site. The Development Review Coordinator is currently reviewing the plans.

Lighting

The plans state that architectural floodlights with cut-offs will be provided for lighting. The applicant shall submit a lighting catalogue cut and a lighting photometric plan to determine if the lighting meets the City's technical standards.

Multiple-Family Design Standards

1. Exterior Design

The design provides positive visual interest by incorporating appropriate architectural elements. The proposed design is similar to other buildings in the near vicinity.

As shown on Attachment 3, the proposed building rises one-story higher than the adjacent triple-decker building to the south and two stories above the adjacent home to the north on Sheridan Street. The applicant has worked to minimize the additional height with the spandrel glass system on the top story. Likewise, the glass wall element is used in the stairway core to provide a visual separation between the two sides of the units, mimicking a pattern of traditional triple-decker design.

2. Respects Existing Relationship of Buildings to Street

The proposed building is shown setback 10 feet from the street. The R-6 zoning states that a front yard need not exceed the average depth of the front yards on either sides of the lot. The abutting buildings are built right to the street line. Staff is recommending that the applicant explore the possibility of the building being constructed to the street. Front porches have been integrated into the architectural design of the building. Trees are proposed within the adjacent public sidewalk.

3. Open Spaces

The porches help enhance the sense of open space on the site for residents. As discussed previously, staff is requesting open space ratio calculations for the development.

4. Design of Windows and Storage Area

The submitted building elevations and floor plans indicate there are an adequate number of windows in each dwelling for sunlight and air. The porch areas increase the opportunity for light and air. Each unit will have a storage area in the basement.

5. Parking

Surface parking is proposed and is accessed from Sheridan Street. As stated previously zoning requires 17 parking spaces for this development. The applicant is proposing 16 parking spaces at this time.

Fire

All multi-family apartments are required to have sprinklers unless each unit has a direct means of egress. The building will be fully sprinklered. The Fire Department has reviewed and approved the plan. Attachment 2 is a copy of the Fire Department's approval.

Financial and Technical Capacity

The applicant will need to submit financial and technical capacity information prior to public hearing.

Neighborhood Meeting

A neighborhood meeting will be required prior to the public hearing.

Issues to be Resolved Prior to Public Hearing

Right-Of-Way Disturbance

Sewer Capacity Letter

Water Capacity Letter

Solid Waste Disposal

Parking

Open Space Ratio

Landscaping

Lighting

Building to the Street

Financial and Technical Capabiltiy

Neighborhood Meeting

Reviews by:
Traffic Engineer
City Arborist
Development Review Coordinator
Zoning Administrator

- Attachments:
1. Applicant's Submittal
 2. Fire Department Memo dated July 12, 2004
 3. Plans
 4. Floor Plans
 5. Elevations

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Open Space Ratio

Landscaping

Lighting

Building to the Street

Financial and Technical Capability

Neighborhood Meeting

Waiver of number of spaces per unit

Reviews by:

Traffic Engineer

City Arborist

Development Review Coordinator

Zoning Administrator

ENCROACHMENTS dealt with

Attachments:

1. Applicant's Submittal

2. Fire Department Memo dated July 12, 2004

3. Plans

4. Floor Plans

5. Elevations

Public Access Easement
Congo Drs.



memo on working

1st



memo

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.tr.com

September 20, 2004

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for an eight-unit condominium development at 117 Sheridan Street in Portland.

Meeting Location:

Adams School
48 Moody Street
Gym/Cafeteria

Meeting Date:

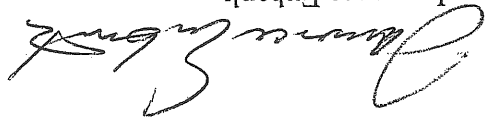
Tuesday, September 28, 2004

Meeting Time:

7:00 pm

If you have any questions, please call me at 799-6340.

Sincerely,



Laurence Eubank

Note: Under Section 14-32 (C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.

Transmittal Letter

Project: Sheridan Street Condominiums Project No.: 0418

Date: August 2, 2004

Phone No.: 775-6141

Fax No.: 773-0194

To: Kandi Talbot

Planning Board

City of Portland

Planning & Urban Development

389 Congress Street

Portland, ME 04101

If enclosures are not as noted, please

inform us immediately.

We transmit:

(X) Herewith () Under separate cover via _____

() In accordance with your request _____

For your:

() Approval () Distribution to Parties () Information

() Record (X) Review and Comment

(X) Use () _____

The following:

(X) Drawings () Shop Drawing Prints () Samples

() Specifications () Shop Drawing Reproducibles () Product Literature

() Change Order (X) Other: _____

Copies	Date	Rev. No.	Description	Action
2	7/2/04		2 Sets of July 2, 2004 Planning Board Submission	
			-Including copies of original transmittals	
			-Excluding application fee	

Action Code:

- A. Action indicated on item transmitted
- B. No action required
- C. For signature and return to this office
- D. For signature and forwarding as noted below under Remarks
- E. See Remarks below

Remarks: Kandi- As requested, included here are two complete copies of the

submittal for Sheridan Street. Please note that this package was

originally submitted on July 7, 2004. Thanks, Will

Copies to:

- O TFH Architects, P. A.
- X 100 Commercial Street
- O Portland Maine 04101
- O Telephone 207-775-6141
- O Fax No.: 207-773-0194
- O By: Will Tinkelenberg

Transmittal Letter

Project: Sheridan Street Condominiums

Project No.: 0418

Date: July 2, 2004

Phone No.: 775-6141

Fax No.: 773-0194

To: Planning Board
 City of Portland
 Planning & Urban Development
 389 Congress Street
 Portland, ME 04101

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The following:

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 () Product Literature
 () Change Order
 (X) Other: _____

Copies	Date	Rev. No.	Description	Action
9	7/2/04		Cover letter	
"	7/1/04		City of Portland Site Plan Application	
"	7/2/04		Written Statement	
"	6/29/04		Survey Report - boundary Line Retracement	
"	7/1/04		Letter from Northern Utilities	
"	7/2/04		Drawings Cover Sheet/Streetcape	
"	6/30/04		Boundary and Topographic Survey	
"	7/2/04		C1-1 Subdivision Plan	
"	"		C2-1 Site Plan	
"	"		A1-1 Floor Plans 1 & 2	
"	"		A1-2 Floor Plans 3 & 4	
"	"		A2-1 Building Elevations	
1	"		Application Fee	
1 Set	"		11x17 Reductions of 24x36 Drawings	

Action Code:

A. Action indicated on item transmitted
 B. No action required
 C. For signature and return to this office
 D. For signature and forwarding as noted below under Remarks
 E. See Remarks below
 Remarks:

Copies to: Laurence Eubank
 File

X
X
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O
O
O
O

TFH Architects, P. A.
 100 Commercial Street
 Portland Maine 04101
 Telephone 207-775-6141
 Fax No.: 207-773-0194
 By: Will Tinkenberg

July 2, 2004

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

Re: Sheridan Street Condominiums

Dear Board Members,

We present for your review and approval this Site Plan and Subdivision Application, as required by Chapter 14 of the Land Use Code, for an eight unit residential building on Sheridan Street here in Portland.

This project consists of eight two-bedroom residential dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 square feet each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately 1,300 square feet each. The flats have 1 1/2 baths each, and the townhouses have 1 full bath each. Heat and domestic hot water are to be provided by gas-fired hydronic boilers, and the kitchen ranges are also to utilize gas. The building will be fully sprinklered with an NFPA 13R system.

Included along with this application are a boundary & topographic survey, a subdivision plan, a site plan, building floor plans and elevations, a written statement, a survey report, and a copy of a letter from Northern Utilities stating that there is adequate gas available to service the building.

We would like to be scheduled for the next available Workshop session. In the meantime, I look forward to hearing from you in response to this application. Thank you,

Sincerely,

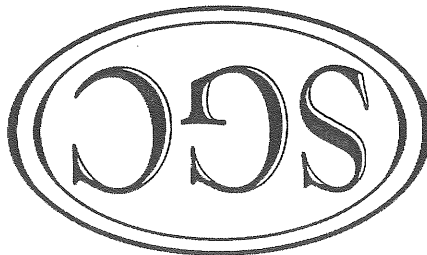


T. Scott Teas, NCARB, AIA
Principal

July 2, 2004

Sheridan Street Condominiums
Written Statement

1. **Owner:** Laurence Eubank, Fort Sumner LLC, 12 Simonton Street, South Portland, ME 04106.
2. **Proposed Use:** Eight residential dwelling units.
3. **Areas:** Total land area of site: 11,658 sf; total floor area of building: 10,606 sf; ground coverage of building: 2,885 sf.
4. **Summary of Easements & Burdens:** There are easements; refer to "Boundary & Topographic Survey" and "Survey Report – Boundary Line Retracement" – both prepared by SGC Engineering, LLC.
5. **Solid Waste:** Solid waste, normal for residential uses, generated by the site's users will be contracted for private removal. No on-site waste receptacles will be required.
6. **Storm Water Management:** Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site.
7. **Construction Plan:** Construction is scheduled to commence in October of this year, starting with excavation (including erosion control silt fences) for the utilities and foundation. Framing is scheduled for the month of November; it is intended that the construction will be paneled. Completion of the building envelope is scheduled for January of 2005, and project completion is scheduled for May of 2005.
8. **Federal & State Permits:** To our knowledge, no Federal or State permits are required.
9. **Financial & Technical Capacity:** Information regarding financial & technical capacity is currently being assembled by the Owner, and is forthcoming.
10. **Evidence of the Applicant's Title:** This information is forthcoming.
11. **Natural Preservation Areas:** A City open space abouts the property.
12. **Utilities:** Northern Utilities has confirmed that there is adequate gas available to service this project. Letters have been sent to CMP, the Portland Water Department, and the Department of Public Works requesting similar confirmations from those entities.



June 29, 2004

**SURVEY REPORT
 BOUNDARY LINE RETRACEMENT
 LAND NOW OR FORMERLY OF THOMAS ALLEN COX
 DEED BOOK 14482 PAGE 126
 109-117 SHERIDAN STREET
 PORTLAND, ME**

I. Introduction

Field work was performed between May 14 and May 19, 2004. The survey consisted of a closed traverse encompassing an area bounded westerly by Sheridan Street, northerly by Walnut Street, easterly by North Street and southerly by Cumberland Avenue. Right-of-way monuments on Cumberland and North Street were recovered during the course of the survey. John Giles, City of Portland GIS coordinator, has dated the "M" monuments circa 1820. No record local monumentation was recovered other than the right-of-way monuments.

The basis of bearing for the survey is Maine State Plane Coordinate System (NAD 83) West Zone as Determined by Static GPS observations.

II. Research

The primary sources for research were the Cumberland County Registry of Deeds, City of Portland Archives, City of Portland Tax Assessors, and R.W. Easton Associates Inc. (PLS No. 2075).

III. Findings of Fact

The boundary lines determined from deed conveyances and the actual physical lines of possession determined from an on-the-ground field survey are in conflict with each other. The following summarizes our research effort.

Source of Title

Proprietary Title was retraced to Rev. Thos. Smith, Deed Book 39, Page 378 (1793). For practical purposes the chain of title can be further divided into two sources:



1. For war purposes the Rev. Thos. Smith granted to the United States what is commonly known as the "Fort Sumner Lot," Deed Book 28, Page 510 (1794).
2. What is commonly known as the "William Boyd Estate," Deed book 169, Page 478 (1841).

Fort Sumner

No original monumentation was found for the Fort Sumner Lot. However, the easterly boundary of the Fort Sumner Lot is described as being the same as the westerly sideline of North Street. The original bound of North Street was retraced utilizing city records and monuments.

Through unknown conveyances John Anderson acquires the Fort Sumner lot, prior to 1865. John Anderson Dies and his estate is divided amongst his heirs, Deed book 394, Page 309 (1872). The following boundary lines can be retraced sequentially from conveyances made by the heirs of John Anderson:

Please refer to the attached worksheet for lot numbers and line designations regarding the following statements.

1. Lot 7 - Deed Book 695, Page 184 (1906): Describes a lot that is bounded on the north by a line established in Deed Book 437, Page 385 (1877) (LINE B), on the east by a line established in Deed Book 695, Page 184 (1906) (LINE A), on the south by the southerly line Fort Sumner (LINE E). Deed Book 695, Page 184 (1906) specifies a distance of 19.37' (for LINE A) running parallel to the westerly line of Fort Sumner (LINE C). The analysis of record information associated with LINE A, B, C results in a distance of 27.9' for LINE A. Please note that the reporting of a distance to 0.01' during this time period (1906) is unusual.

2. Lot 8 - Deed Book 695, Page 362 (1906): Describes a lot that is bounded on the south by LINE B, on the east by an extension (20.78') of the line established in Deed Book 695, Page 184 (1906) (LINE A), on the west by the westerly line of Fort Sumner (LINE C). LINE C runs for a distance of 23.86' from the southerly bound of the herein conveyed lot (LINE B). The record distances for LINES A and C were held in establishing the northerly boundary line (LINE D).

3. Lot 9 - Deed Book 985, Page 319 (1917): Describes a lot that is bounded on the north by an extension of LINE D, on the west by LINE A, on the south by the southerly line of Fort Sumner (LINE E), and on the east by a line 33' easterly of LINE A and parallel to Sheridan Street (depicted as LINE F).



William Boyd Estate

Common lines (*LINES C, E, G, N*) were established as common lines between the William Boyd Estate and the Fort Sumner lot using Deed Book 169, Page 478 (1841).

William Hoyt acquires (through several conveyances) lot number 8 and part of 9 as shown on plan number six made in the division of the William Boyd Estate recorded in Deed book 169, Page 497. The following boundary lines can be retraced sequentially from conveyances made by William Hoyt:

1. **Lot 1** - Deed Book 199, Page 404 (1846): Describes a lot bounded on the east by a line "commencing thirty five feet south westerly of said northerly corner...;" (corner of *LINE G, E*) and perpendicular to *LINE E* (*Depicted as LINE H*), on the north by Fort Sumner (*LINE E*), on the south by the southerly line of a passageway (*LINE M*) "Reserving however a passageway sixteen feet in width across the south easterly side of the herein described lot for the accommodation of this and the adjoining lots;" and on the west by a line 45' westerly and parallel to *LINE H* (*Depicted as LINE I*).

2. **Lot 2** - Deed Book 208, Page 239 (1848): Describes a lot bounded on the east by *LINE I*, on the south by a 16' passageway (*LINE J*), on the west by a line 35' westerly of *LINE I* (*Depicted as LINE K*) and on the north by a line 50' northerly of *LINE J* "Excepting what may belong to what is know as Fort Sumner..." (*Depicted as LINES L, and E*).

3. **Lot 3** - Deed Book 211, Page 261 (1848): Describes a lot bounded on the east by Fort Sumner *LINE G*, on the south by a 13' passageway (*LINE M*), on the north by Fort Sumner (*LINE E*), and on the west by *LINE H*. The location of the 13' passageway by record information is ambiguous and two scenarios can be derived:

1. **Scenario 1** - Deed Book 211, Page 261 (1848) Describes the northerly line of the passageway to be a distance of 36' southerly along *LINE H*, creating a 1' shift between the northerly line of the 16' and 13' passageways.

2. **Scenario 2** - Deed Book 214, Page 517 (1848) Describes the southerly line of the passageway to be a distance of 36' along *LINE G* from the intersection of *LINE N* and *LINE G*, creating a 1.5' shift between the southerly line of the 16' and the 13' passageways. Deed Book 214, Page 517 further describes the southerly line of the 16' and 13' passageways as thus: "thence southwesterly by said passageway and by a 16' passageway..."

The intent of **Scenario 2** that the southerly lines be contiguous was held.

4. **Lot 4** - Deed Book 211, Page 378 (1848): Describes a lot bounded on the east by *LINE C*, on the north by a line parallel and 36' northerly of *LINE L*, and on the south by *LINE L*. The westerly



boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

5. **Lot 5** - Deed Book 214, Page 517 (1848): Describes a lot bounded on the east by Fort Sumner (LINE G), on the north by a 13' passageway, on the south by the southerly boundary of lot 9 made in the division of the William Boyd Estate (LINE N), and westerly by a line 50' distant from the intersection of LINES G and M and perpendicular to the 16' passageway (LINE M).

Title to this lot changes hands several times and may be with the heirs of Ezra T. Williams, Deed Book 311, Page 146 (1862). Williams dies and title is transferred to his heirs. His heirs are unclear due to a fire that destroyed Probate Records for the period of 1820-1905.

6. **Lot 6** - Deed Book 235, Page 468 (1852): Describes a lot bounded on the east by LINE K, on the north by LINE L, and on the south by the 16' passageway. The westerly boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

IV. Conclusion

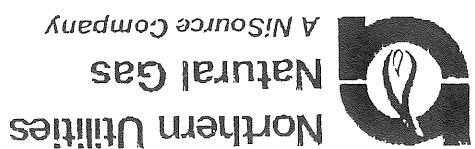
Locus Deed Book 14482, Page 127 (1999) is depicted on the City of Portland's current Tax Map number 13 as five lots: Tax lot 28, 33, 36, 66 and 67 (passageway).

This report is meant to highlight the construction of the Cox property, as depicted on the accompanying Preliminary Worksheet, based on the best available evidence and operative record information. It is not a comprehensive Surveyor Report that outlines all of the specific issues associated with the property. At best, it can be stated that the record information is full of ambiguity and poor boundary descriptions. This report is provided, at the request of our client, as information to be used in the effort associated with obtaining Title Insurance for the property.

Please contact me directly if you have any questions or require additional information.

Sincerely,
SGC Engineering, LLC

Timothy A. Patch, PLS
President



July 1, 2004

Mr. Will Tinklenberg
TPI Architects
100 Commercial St.
Portland Maine
04101

Dear Mr. Tinklenberg,

This letter is to confirm that natural gas is available to service the new condominium project to be located at the existing address of 117 Sheridan St. in Portland. There is a 4" low-pressure plastic main in the street that can supply the proposed 8-condominium unit building. A new gas service will need to be installed at the appropriate point in construction.

Please see the attached sheet for further information needed by Northern Utilities to complete a construction cost analysis.

Sincerely,
Philip Seivigny
Philip Seivigny
Commercial Sales Representative
Northern Utilities, Inc.
325 West Road
Portsmouth NH 03801
Tel. 603-436-0310 X 5368

Development Review Meeting Agenda
Wednesday, September 15, 2004

New Projects

- 1. Mansour.sh
- 2. 200 Riverside.sh

On-going Projects

- 1. Riverwalk.rk
- 2. Spinella facade revision.rk
- 3. Sheridan Street.kt - Thursday - Margie + Penny - 730 Congress St. - Sprio removal
- 4. Warren Avenue/Hicks Street.kt - street trees
- 5. 55 Warren Avenue.kt
- 6. Stroudwater Station.rk
- 7. Oakridge Subdivision.kt - 20 ft recommended - fence?

Revisions/Post Approvals

- 1. Quality Crane, Eric.....JJR
- 2. Hope Ave., lot 19 Violation.....JJR
- 3. 101 Rowe Ave., Violation.....JJR
- 4. River's Edge Wetlands.....JJR
- 5. T yng St., LOC.....JJR
- 6. Custom House Street ATM. street lights too bright?...bn
- 7. Carriage Lane, Dwight, # of Units question.....JJR

Easement - 16 ft wide easement to back property
will be changed slightly from
parapetway - but isn't have parking
on it. Not where it is now.

20% open space ratio - need to show calculation.

Parking

aisle width
circulation, tight between spaces 9 and 11
anyway to get 18 ft instead of 16 ft.

Pavement on other property - may be able
to get easement from the abutters for
access

Snow removal - push back onto City property

Water - low capacity - may use reservoir pressure

- (e) Maximum lot coverage: Thirty (30) percent of lot area.
- (f) Minimum lot width: Sixty (60) feet.

Minimum building setback from external subdivision property lines (PRUD):

- a. Building length of one hundred (100) feet or less: Twenty-five (25) feet.
- b. Building length of greater than one hundred (100) feet: Thirty-five (35) feet.

(g) Minimum recreation open space area (PRUD): Two hundred (200) square feet per dwelling unit of common area designated on the site for recreation purposes. Such recreation areas shall be level graded, dry, accessible and properly drained. At a minimum, a contiguous area of six thousand (6,000) square feet, with a minimum dimension of fifty (50) feet, shall be provided and shall include one (1) or more of the uses set forth in section 14-526(a)(14)c.4., but shall at least be usable as a multipurpose game field. Such recreation areas shall be located at least twenty-five (25) feet from dwelling units.

(Ord. No. 537-84, 5-7-84; Ord. No. 84-88, § 4, 7-19-88; Ord. No. 58-97, § 2, 8-18-97; Ord. No. 165-97, § 5, 12-1-97)

*Editor's note--Ord. No. 84-88, § 4, adopted July 19, 1988, amended § 14-130 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 84-88.

Sec. 14-131. Other requirements.

[Other requirements are as follows:]

- (a) Offstreet parking: Off-street parking is required as provided in division 20 (off-street parking) of this article.

- (b) Shoreland and flood plain management regulations: Any lot

or portion of a lot located in a shoreland zone as identified on the city shoreland zoning map or in a flood hazard zone shall be subject to the requirements of division 26 and/or division 26.5.

(c) Storage of vehicles: Only one (1) unregistered motor vehicle may be stored outside on the premises for a period not exceeding thirty (30) days. (Ord. No. 537-84, 5-7-84; ord. No. 15-92, § 10, 6-15-92)

- Sec. 14-132. Reserved.
- Sec. 14-133. Reserved.
- Sec. 14-134. Reserved.

DIVISION 7. R-6 RESIDENTIAL ZONE*

*Editor's note—Ord. No. 538-84, adopted May 7, 1984, repealed Div. 7, §§ 14-131-14-134, and enacted a new Div. 9, §§ 14-135-14-139, 14-145. However, in order to avoid duplication of division numbers and in consultation with the city, the provision has been included as Div. 7.

Sec. 14-135. Purpose.

The purpose of the R-6 residential zone is:

(a) To set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households; and to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses.

(b) In cases of qualifying small, vacant, underutilized lots located in the urban residential and business zone, to encourage new housing development consistent with the compact lot development pattern typically found on the peninsula. (Ord. No. 538-84, 5-7-84; ord. No. 78-03/04, 10-20-03)

Sec. 14-136. Permitted uses.

The following uses are permitted in the R-6 residential zone:

(a) Residential:

- 1. Single - and two-family dwellings. No building reviewed as a two-family dwelling in accordance with section 14-524 shall be altered to include any

additional dwelling unit within five (5) years from the date of issuance of the building permit. Any building reviewed as a two-family dwelling in accordance with section 14-524 or not reviewed under article V, which is altered or enlarged to include any additional dwelling unit after this five-year period, shall be reviewed as a major development pursuant to article V of this chapter. 2. Multifamily dwellings, provided that any alteration of a structure in residential use on December 2, 1987:

- a. Shall not result in the creation of any additional dwelling unit of less than six hundred (600) square feet of floor area, exclusive of common hallways and storage in basement and attic; and
- b. Shall not result in any existing dwelling unit being reduced in size to less than one thousand (1,000) square feet of floor area, exclusive of common areas and storage in basement and attic;
- c. Parking shall be provided as required by division 20 of this article;
- d. No open outside stairways or fire escapes above the ground floor shall be constructed;
- e. A below-grade dwelling unit shall be permitted only if access is provided directly to the outside of the building;
- f. Such development shall be subject to article V (site plan) of this chapter for site plan review and approval.

3. Handicapped family unit, as defined in section 14-47 (definitions) of this article, for handicapped persons plus staff.

4. Single-family, multiple-component manufactured

housing, as defined in section 14-47 (definitions) of this article, except in a National Register Historic District.

5. Single-family, single-component manufactured housing, as defined in section 14-47 (definitions) of this article, on individual lots under separate and distinct ownership, except in a National Register Historic District, provided that each unit meets the performance standards listed below:

a. More than half of the roof area of each unit shall be a double pitched Class C rated shingled roof with a minimum pitch of 3/12.

b. Each unit shall be installed on a full foundation or a concrete frost wall in accordance with all applicable codes and regulations. Any hitch or tow bar shall be removed from the unit after it is placed on its foundation or frost wall. In the case of a frost wall, vermin proof skirting shall be installed on all sides of the unit. The skirting may consist of either (a) concrete or masonry block or (b) manufactured skirting. If concrete or masonry block skirting is installed, either the exterior siding of the unit shall extend within one (1) foot of grade or decorative masonry siding shall be applied. If manufactured skirting material is installed, the color shall be identical to or compatible with the exterior siding of the unit.

c. Each unit shall have exterior siding that is residential in appearance, including but not limited to natural materials such as wood clapboards or shakes, or exterior materials which simulate wood. Clapboards or simulated clapboards shall have less than eight (8) inches of exposure and sheet metal type siding shall not be permitted.

d. Each unit shall have the long side of the unit

parallel to the street line where the required
street frontage is met.

e. Each unit shall be provided with at least two
(2) trees meeting the city's arboricultural
specifications and which are clearly visible
from the street line and are located so as to
visually widen the narrow dimension or
proportion of the unit.

f. Each unit shall have all fuel oil supply
systems constructed and installed within the
foundation wall or underground in accordance
with all applicable codes and regulations.

g. No unit shall be horizontally or vertically
attached to any other unit or other structure,
provided however, that this provision shall
not be deemed to prohibit building additions,
such as porches, garages, room additions or
solar greenhouses.

(b) Other:

1. Lodging house;
2. Cemeteries;
3. Parks, and other active and passive noncommercial
recreation spaces;
4. Accessory uses customarily incidental and
subordinate to the location, function, and
operation of principal uses, subject to the
provisions of section 14-404 (accessory use) of
this article;
5. Home occupation subject to the provisions of
section 14-410 (home occupation) of this article;
6. Municipal uses, excluding those specifically set
forth in section 14-137 of this division;
7. Special needs independent living units, provided

that a building housing special needs independent living units shall not house other types of residential or other permitted uses. The owner of a special needs independent living unit building shall file in the Cumberland County Registry of Deeds a statement under oath that the building is a special needs independent living unit building and that any future change of use to a permitted residential use shall require a change in use review by the City of Portland and a decrease in the number of units in the building in accordance with the Portland City Code, chapter 14. The owner shall file proof of such recording with the building inspections division prior to the issuance of any certificates of occupancy for the new uses.

8. Conversion of a structure existing on March 3, 1997, into a bed and breakfast with up to four (4) guest rooms, subject to the standards of article V (site plan).
(Ord. No. 538-84, 5-7-84; Ord. No. 267-84, § 1, 12-17-84; Ord. No. 67-87, § 4, 11-2-87; Ord. No. 85-88, §§ 1, 2, 7-19-88; Ord. No. 86A-89, § 7, 8-21-89; Ord. No. 95-89, § 2, 9-6-89; Ord. No. 279-90, § 2, 3-19-90; Ord. No. 33-91, § 8, 1-23-91; Ord. No. 33A-91, § 6, 4-17-91; Ord. No. 125-97, § 2, 3-3-97)

*Editor's note--Ord. No. 85-88, § 1, 2, adopted July 19, 1988, amended § 14-136 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 85-88. Ord. No. 95-89, § 2, adopted Sept. 6, 1989, amended subsection (1)a of § 14-136 to read as set out and, as amended, further ordained "that the prohibition upon unit additions contained in this ordinance shall not apply where a building permit has been issued. Additions proposed to such buildings shall require major site plan review and all other reviews required by this chapter."

Sec. 14-137. Conditional uses.

The following uses shall be permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below:

(a) Residential:

1. Reserved.

2. Sheltered care group homes, as defined in section 14-47 of this article, for up to twelve (12) individuals, plus staff, and serving a primary population which is not handicapped persons, parolees, persons involved in correctional pre-release programs, or current illegal drug users, provided that:

a. A sheltered care group home shall not be located within five hundred (500) feet of another, as measured along street lines to the respective property lines.

b. There shall be no open outside stairways or fire escapes above the ground floor.

c. The facility shall make provision for adequate on-site staffing and supervision of residents in accordance with applicable state licensing requirements. If a facility is not licensed by the state, there shall be a minimum of one (1) staff person for every ten (10) residents or fraction thereof.

The board of appeals may impose conditions upon a conditional use permit concerning the creation or operation of a sheltered care group home including but not limited to the following: site and building maintenance; lighting, fencing, and other appropriate security measures; screening and buffering of parking areas; compatibility of any additions or alterations with the existing residential structure; compatibility of new structures with the architectural character of the surrounding area; and limitation on the duration of the sheltered care group home permit.

3. Conversion of a structure existing on March 3, 1997, into a bed and breakfast with five (5) to nine (9) guest rooms.

(c) Institutional: Any of the following conditional uses provided that, notwithstanding section 14-474(a)



(conditional uses) of this article or any other provision of this code, the planning board shall be substituted for the board of appeals as the reviewing authority:

1. Elementary, middle, and secondary school;
2. a. Long-term and extended care facilities;
- b. Intermediate care facility for thirteen (13) or more persons;
3. Intermediate care facility;
4. Church or other place of worship;
5. Private club or fraternal organization;
6. Community Hall provided that:

a. The structure was in existence as of date of enactment, March 15, 1999;

b. The structure was built for institutional or other non-residential uses;

c. The structure is operated by, or operated subject to the control of, a not-for-profit entity in accordance with its not for profit purposes; and

d. A parking management plan is submitted for review and approval by the Planning Board.

7. Hospital;

8. College, university, trade school.

Such uses shall be subject to the following conditions and standards in addition to the provisions of section 14-474:

- a. In the case of expansion onto land of existing such uses other than the lot on which the principal use is located, it shall be demonstrated that the proposed use cannot reasonably be accommodated on the existing



site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established residential areas; and

b. The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, or thereafter; and

c. In the case of a use or use expansion which constitutes a combination of the above-listed uses with capacity for concurrent operations, the applicable minimum lot sizes shall be cumulative.

(c) Other:

1. Utility substations, such as water and sewage pumping stations and standpipes, electric power substations, transformer stations, and telephone structures, provided that such uses are suitably screened and landscaped so as to ensure compatibility with the surrounding neighborhood;

2. Professional offices of a member of a recognized profession maintained for the conduct of that profession. Professional office uses exclude personal services, retail services, and veterinarians.

The illustrative examples that follow indicate the type of professional offices permitted: health care practitioner, attorney, social worker, engineer, architect, accountant, real estate agent, insurance agent.

Professional office uses shall meet the following standards in addition to provisions of section 14-474, except that subsections a., b., c. and d. of this section 14-137(c) 2 shall not apply to the use of any building not designed or constructed for residential use, which was not in actual use as a

residence on April 18, 1984, or thereafter.

a. A professional office shall not be located within five hundred (500) feet of another as measured along the street line to the respective property lines.

b. A building with one (1) or more professional offices shall have at least fifty (50) percent of the total floor area of the building devoted to residential uses.

c. The total number of individuals working in a building of professional offices shall not exceed the equivalent of four (4) full-time employees.

d. Any additions or exterior alterations shall be compatible with the architecture of the building and maintain the residential appearance of the building. Construction of a new building shall be compatible with the architectural character of the surrounding area.

e. The scale and surface area of parking, driveways, and paved areas shall be arranged and landscaped to be compatible in size and scale with neighboring properties in the area and to properly screen vehicles from adjacent properties and streets.

f. On-site parking shall be required as specified in division 20 (off-street parking) of this article for the combined uses of the site.

3. Chancellery.

4. Nursery school and kindergarten.

5. Off-street parking for passenger cars for uses permitted in the R-6 zone.

6. Day care facilities or home babysitting services

not permitted as a home occupation under section 14-410, subject to the following conditions:

a. The facility shall be located in a structure in which there is one (1) or more occupied residential units or in an existing accessory structure, unless the facility is located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care or home babysitting use or in a nonresidential structure accessory to the principal nonresidential use.

b. The maximum capacity shall be twelve (12) children for facilities located in residential or existing structures accessory thereto, unless the additional standards in subsection v. are met. There shall be no maximum limit on the number of children in a facility located in a principal structure that has not been used as a residence in whole or in part within the five (5) years immediately preceding the application for a day care or home babysitting use, or in a nonresidential structure accessory thereto, provided that any such structure that serves more than twelve (12) children shall be subject to review under article V of this chapter.

c. Outdoor play areas shall be screened and buffered from surrounding residences with landscaping and/or fencing to minimize visual and noise impacts.

d. Solid waste shall be stored in covered containers. Such containers shall be screened on all four (4) sides.

e. Day care facilities located either in structures that have been in residential use within the past five (5) years or in existing accessory structures and that serve between thirteen (13) and twenty-four (24) children

shall meet the following additional standards:

i. The facility shall provide a minimum of seventy-five (75) square feet of outdoor play area per child;

ii. The play area shall be located in the side and rear yards only and shall not be located in front yards;

iii. Outside play areas shall be separated from abutting properties by a fence at least forty-eight (48) inches in height;

iv. A ten-foot wide landscaped buffer shall be required outside of the fenced play area, and shall be established in accordance with the landscaping standards of the City's Technical Standards and Guidelines;

v. The minimum lot size for a day care facility located in a residential or existing accessory structure and serving more than twelve (12) children shall be twenty thousand (20,000) square feet;

vi. Off-street parking shall be provided on the site for all staff of the facility. Parking for the facility shall not interfere with access to or use of play areas. Parking spaces may be stacked or placed side by side in order to lessen their impact on the residential character of the lot and the neighborhood, and shall not be located closer than five (5) feet from the property line of any abutting residential use or residentially zoned site;

vii. The maximum number of children in a day care facility located in a residential or existing accessory structure shall be twenty-four (24); and

vill. Any additions or exterior alterations such as facade materials, building form, roof pitch, and exterior doors shall be designed to be compatible with the architectural style of the building and preserve the residential appearance of the building.

7. Community Center, as defined in Section 14-17. (Ord. No. 538-84, 5-7-84; ord. No. 267-84, § 2, 12-17-84; ord. No. 76-85, § 8, 7-1-85; ord. No. 85-88, § 3, 7-19-88; ord. No. 235-91, § 13, 2-4-91; ord. No. 118-93, 10-18-93; ord. No. 135-96, § 7, 11-18-96; ord. No. 154-96, § 11, 12-16-96; ord. No. 125-97, § 3, 3-3-97; ord. No. 232-99, § 2, 3-15-99; ord. No. 77-02/03, § 2, 10-21-02)

Sec. 14-138. Prohibited uses.

Uses that are not expressly enumerated herein as either permitted uses or conditional uses are prohibited. (Ord. No. 538-84, 5-7-84)

Sec. 14-139. Dimensional requirements.

(1) In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, lots in the R-6 zone, excluding lots qualifying as undersized lots meeting the dimensional standards located at the end 14-139, shall meet or exceed the following minimum requirements:

(a) Minimum lots size:

1. Residential: Forty-five hundred (4,500) square feet, except as provided for lots of record in section 14-433 (lots of record and accessory structure setbacks for existing buildings) of this article.

2. Reserved.

3. Long-term and extended care facilities: Ten thousand (10,000) square feet for the first nine (9) residents plus seven hundred fifty (750) square feet for each additional resident, up to a total of two (2) acres.

4. Intermediate care facility: One (1) acre.

5. School: Thirty thousand (30,000) square feet.

6. Church or place of worship: Seventy-five hundred (7,500) square feet for a seating capacity of fifty (50) plus one thousand (1,000) square feet for each additional increment of fifteen (15) seats or major fraction thereof within the principal place of assembly for worship.

7. Fraternal organization: Ten thousand (10,000) square feet.

8. Municipal use: Fort-five hundred (4,500) square feet.

9. Hospital: Two (2) acres.

10. All other uses: Forty-five hundred (4,500) square feet.

11. Lodging house: Four thousand five hundred (4,500) square feet.

12. Community Hall: None, provided that no existing lot housing a community hall may be reduced to less than four thousand five hundred (4,500) square feet.

Provided that for uses specified in section 4-139 (a) 3 through 9 above, no minimum lot area shall be required in the following cases:

- a. Uses existing on June 1, 1983;
- b. Expansion onto land abutting the lot on which the principal use is located;
- c. Expansion onto land other than the lot on which the principal use is located to the extent that such expansion consists of the reuse of surface parking area or nonresidential structures existing and in nonresidential use as of June 1, 1983, provided that such reuse is contained within the lot of record of such structure or parking area as of June 1, 1983;

d. Expansion onto land other than the lot on which the principal use is located of not more than fifteen (15) percent of the total contiguous land area of the existing use, or one (1) acre, whichever is less, within any five-year period.

1. (b) Minimum area per dwelling unit: One thousand (1,000) square feet per dwelling unit; and in the case of building additions and new construction, one thousand two hundred (1,200) square feet for each dwelling unit after the first three (3) units. This requirement may be reduced by up to twenty (20) percent for a special needs independent living unit.

2. Minimum rooming unit areas for lodging houses: Two hundred (200) square feet of combined rooming unit and common area for each rooming unit. Each individual rooming unit shall be a minimum of eighty (80) square feet.

3. Minimum land area per lodging house rooming unit: Two hundred fifty (250) square feet.

4. Minimum land area per intermediate care facility resident: Eight thousand (8,000) square feet for the first thirty-five (35) residents, plus three hundred fifty (350) square feet for each additional resident.

(c) Minimum street frontage: Forty (40) feet.

(d) Minimum yard dimensions: (Yard dimensions include setbacks of structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)

1. Front yard:

Principal or accessory structures: Ten (10) feet.

2. Rear Yard:

- a. Principal and attached accessory structures with ground coverage greater than one hundred (100) square feet: Twenty (20) feet.

- b. Detached accessory structures with a ground coverage of one hundred (100) square feet or less: Five (5) feet.

- c. Setbacks for swimming pools shall be as provided for in section 14-432 (swimming pools) of this article.

3. Side Yard:

- a. Principal and attached accessory structures with ground coverage greater than one hundred (100) square feet:

Height of Structure Required Side Yard

1 story	10 feet
2 stories	10 feet
3 stories	10 feet
4 stories	12 feet
5 stories	15 feet

The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than ten (10) feet. In the case of a lot of record existing as of June 5, 1957, and held under separate and distinct ownership from adjacent lots, the required side yard may be reduced in order to provide a buildable width of up to twenty-four (24) feet, but in no case shall the resulting side yards be less than ten (10) feet.

buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the abutting buildings and proposed buildings divided by five (5), whichever is greater; and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line.

3. Side yard:

None, except that side yards between two (2) buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the existing buildings and proposed buildings divided by five (5), whichever is greater and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line. On a corner lot no side yard is required on that side of the lot which abuts any street. A principal structure on a corner lot shall not be more than ten (10) feet from the street.

(d) *Minimum principal structure height:* Two (2) stories of living space above the grade of the adjacent street frontage, except for porches, entryways, attached garages and accessory detached structures.

(e) *Maximum principal structure height:* Forty five (45) feet.

(f) *Open space requirement:* All lots used for residential purposes shall provide an attached exterior deck, porch, patio or balcony for each dwelling unit, except where a designated open space equal to ten (10) percent or more of

the lot area is located on site and maintained as open space, if provided, shall have a minimum width and length of at least fifteen (15) feet, a slope of no greater than ten (10) percent and shall be used exclusively as recreational open space i.e. it shall not be used for vehicular circulation, parking, etc.. All required decks, porches, patios or balconies shall meet the requirements of the Planning and Development Design Manual.

(g) Minimum lot width: None.

(h) Minimum land area per dwelling: Seven hundred and twenty-five (725) square feet.

(Ord. No. 538-84, 5-7-84; Ord. No. 634-86, § 1, 7-7-86; Ord. No. 264-87, § 1, 3-16-87; Ord. No. 85-88, § 4, 7-19-88; Ord. No. 230-90, § 1, 3-5-90; Ord. No. 33-91, § 9, 1-23-91; Ord. No. 235-91, § 14, 2-4-91; Ord. No. 33A-91, 4-17-91; Ord. No. 118-93, § 12, 10-18-93; Ord. No. 154-96, § 12, 12-16-96; Ord. No. 125-97, § 4, 3-3-97; Ord. No. 245-97, §§ 1, 2, 4-9-97; Ord. No. 232-99, § 3, 3-15-99; Ord. No. 78-03/04, 10-20-03)

*Editor's note—Ord. No. 85-88, § 4, adopted July 19, 1988, amended § 14-139 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 85-88.

Sec. 14-140. Other requirements.

(a) *Offstreet parking*: Off-street parking is required as provided in division 20 (off-street parking) of this article, except that required parking for residential building additions shall be located on the same lot. For small, vacant lots which meet, and are developed under, the dimensional standards of 14-139 (2) above, one (1) parking space per dwelling unit is required and shall be located on the same lot.

(b) *Storage of vehicles*: Only one (1) unregistered motor vehicle may be stored outside on the premises for a period not exceeding thirty (30) days.

(c) *Shoreland and flood plain management regulations*: Any lot or portion of a lot located in a shoreland zone as identified on the City shoreland zoning map or in a flood hazard zone shall be subject to the requirements of division 26 and/or division 26.5.

(d) *Small residential lot development*: shall conform to the

- b. Detached accessory structures with ground coverage of one hundred (100) square feet or less: Five (5) feet.
 - c. Setbacks for swimming pools shall be as provided for in section 14-432 (swimming pools) of this article.
4. Side yard on side streets:
- a. Principal or accessory structures: Ten (10) feet.

- (e) Maximum lot coverage: Forty (40) percent of lot area for lots which contain twenty (20) or more dwelling units; fifty (50) percent for lots which contain fewer than twenty (20) dwelling units.

- (f) Minimum lot width: Fifty (50) feet.

- (g) Maximum structure height:

Principal and attached accessory structure: Forty-five (45) feet.

Accessory detached structure: Eighteen (18) feet.

- (h) Open space ratio:

- 1. Uses other than bed and breakfast. Twenty (20) percent for those lots which contain fewer than twenty (20) dwelling units; thirty (30) percent for those lots which contain twenty (20) or more dwelling units. This shall not include parking areas or other impervious surfaces as defined in section 14-47.

- 2. Bed and breakfasts. A bed and breakfast that is located on a lot that as at least twenty (20) percent open space on the date of filing of the application for site plan shall not reduce the open space on the lot below twenty (20) percent of the lot area. A bed and breakfast located on a lot that does not have at least twenty (2) percent open space on the date of

Filing of the application for site plan review, and that is legally nonconforming as to the open space requirement of this section, shall not reduce the open space on the lot below the level in existence on the date of the application for site plan review. Open space areas shall not include parking areas or other impervious surface areas as defined in section 14-47.

(i) A below-grade dwelling unit shall be permitted only if the primary access for the dwelling unit is provided directly to the outside of the building.

(j) Minimum gross floor area for bed and breakfasts: Two thousand (2,000) square feet of gross floor area for the first three (3) guest rooms and five hundred (500) square feet of floor area for each additional guest room.

(2) Small residential lot development: Residential uses on small, vacant lots located in the R-6 may use the dimensional requirements below if all of the following conditions are met:

The lot is:

Vacant or is used exclusively for parking or contains an accessory structure not used for residential purposes as of [date of enactment]; and the lot existed as of [date of enactment].

(a) Minimum lot size: None

(b) Maximum lot size: Ten thousand (10,000) square feet.

(c) Yard dimensions:

1. Front yard:

No more than ten (10) feet.

2. Rear yard:

None, except that rear yards between two (2)

buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the abutting buildings and proposed buildings divided by five (5), whichever is greater; and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line.

3. Side Yard:

None, except that side yards between two (2) buildings on the same or different lots shall maintain a minimum ten (10) foot setback between buildings or the sum of the heights of the existing buildings and proposed buildings divided by five (5), whichever is greater and that either the rear yard or one of the side yards shall be at least fifteen (15) feet; provided, however, detached accessory structures with a ground floor area of one hundred (100) square feet or less need not have a setback more than five (5) feet from the property line. Notwithstanding the foregoing, no structure shall be closer than four (4) feet to side property line. On a corner lot no side yard is required on that side of the lot which abuts any street. A principal structure on a corner lot shall not be more than ten (10) feet from the street.

(d) Minimum principal structure height: Two (2) stories of living space above the grade of the adjacent street and accessory detached structures.

(e) Maximum principal structure height: Forty five (45) feet.

(f) Open space requirement: All lots used for residential purposes shall provide an attached exterior deck, porch, patio or balcony for each dwelling unit, except where a designated open space equal to ten (10) percent or more of

the lot area is located on site and maintained as open space, then the number of exterior decks, porches, patios or balconies may be reduced by up to (50) percent. The designated open space, if provided, shall have a minimum width and length of at least fifteen (15) feet, a slope of no greater than ten (10) percent and shall be used exclusively as recreational open space. It shall not be used for vehicular circulation, parking, etc. All required decks, porches, patios or balconies shall meet the requirements of the Planning and Development Design Manual.

(g) Minimum lot width: None.

(h) Minimum land area per dwelling: Seven hundred and twenty-five (725) square feet.

(Ord. No. 538-84, 5-7-84; Ord. No. 634-86, § 1, 7-7-86; Ord. No. 264-87, § 1, 3-16-87; Ord. No. 85-88, § 4, 7-19-88; Ord. No. 230-90, § 1, 3-5-90; Ord. No. 33-91, § 9, 1-23-91; Ord. No. 235-91, § 14, 2-4-91; Ord. No. 33A-91, 4-17-91; Ord. No. 118-93, § 12, 10-18-93; Ord. No. 154-96, § 12, 12-16-96; Ord. No. 125-97, § 4, 3-3-97; Ord. No. 245-97, § 1, 2, 4-9-97; Ord. No. 232-99; § 3, 3-15-99; Ord. No. 78-03/04, 10-20-03)

*Editor's note—Ord. No. 85-88, § 4, adopted July 19, 1988, amended § 14-139 to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 85-88.

Sec. 14-140. Other requirements.

(a) Offstreet parking: Off-street parking is required as provided in division 20 (off-street parking) of this article, except that required parking for residential building additions shall be located on the same lot. For small, vacant lots which meet, and are developed under, the dimensional standards of 14-139 (2) above, one (1) parking space per dwelling unit is required and shall be located on the same lot.

(b) Storage of vehicles: Only one (1) unregistered motor vehicle may be stored outside on the premises for a period not exceeding thirty (30) days.

(c) Shoreland and flood plain management regulations: Any lot or portion of a lot located in a shoreland zone as identified on the City shoreland zoning map or in a flood hazard zone shall be subject to the requirements of division 26 and/or division 26.5.

(d) Small residential lot development: shall conform to the site plan standards of §14-526.

(Ord. No. 538-84, 5-7-84; Ord. No. 85-88, § 5, 7-19-88; Ord. No. 15-92, § 11, 6-15-92; Ord. No. 37-98, § 1, 5-4-98; formerly §14-145-renumbered per Ord. No. 122, 12-20-99; Ord. No. 78-03/04, 10-20-03)

*Editor's note—Ord. No. 85-88, § 5, adopted July 19, 1988, amended § 14-145(a) to read as herein set out. See also the editor's note to Art. III of this chapter for additional provisions relative to Ord. No. 85-88.

DIVISION 7.01. R-7 COMPACT URBAN RESIDENTIAL OVERLAY ZONE

Section 14.141. Purpose.

The purpose of the R-7 Compact Urban Residential Overlay Zone is to encourage and accommodate compact residential development on appropriate locations on the Portland peninsula, pursuant to the new Vision for Bayside element of the comprehensive plan and housing plans of the City of Portland. Sites suitable for in-city living should be within walking distance of downtown or other work places, shopping and community facilities and have access to public or private off-site parking or transit service. The intent of this zone is to foster increased opportunities for compact in-city living for owners and renters representing a variety of income levels and household types.

Locations for siting the R-7 Zone are intended to be located on the peninsula of Portland, in the area encompassed in the Bayside plan, and other peninsula R-6 locations characterized by moderate to high density multi-family housing in a form and density exceeding that allowed in the R-6 Zone and where infill development opportunities exist; and areas on the peninsula with mixed business and residential zoning and uses which can accommodate higher density infill residential development without negatively impacting the existing neighborhood or adjacent properties. It may be appropriate in some cases to rezone to R-7 overlay through conditional or contract zoning to ensure that the new development is architecturally appropriate and compatible with the surrounding neighborhood.

(Ord. No. 122, 12-20-99)

Sec. 14-142. Permitted Uses.

Permitted uses in the R-7 Compact Urban Residential Overlay

Zone, shall be the uses permitted in the R-6 Zone, except that:

(a) Residential uses shall comply with the following dimensional requirements:

1. Minimum Lot Size: None
2. Minimum Frontage: None
3. Minimum Yard Dimensions: None, except that on lots or portions of lots which abut a lot under separate ownership with existing residential development, the side or rear setbacks of the R-6 Zone shall apply in areas adjacent to such abutting residential lot. In no case, however, shall this provision require a setback such that the distance between the existing residential building and proposed new residential structure exceed the combined setbacks of the respective zones.

4. Maximum Lot Coverage: 100%

5. Maximum Residential Density: Seven hundred twenty five (725) square feet of land area per dwelling units required, except for developments which are located within 500 feet, property line to property line, of a municipal park or playground, the density may be increased to four hundred thirty five (435) square feet of land area per dwelling unit for a portion of the lot which does not exceed the size of such municipal facility.

6. Maximum Building Height: Fifty (50) Feet

(b) Parking shall be provided at the ratio of 1 parking space for each dwelling unit;

(c) Residential development in the R-7 Zone shall be reviewed by the Planning Board for compliance with Article IV, Subdivisions, and Article V, Site Plan;

(d) Any new dwelling unit constructed in the R-7 Zone shall contain a minimum of 400 square feet of habitable floor area;

(e) All other uses in the R-7 Zone shall observe the

Requirements of the R-6 Zone.
(Ord. No. 122, 12-20-99)

Sec. 14-143. Design Standards.

Residential development in the R-7 Zone shall be reviewed by the Planning Board under Article V, Site Plan. Such development shall also comply with the following development standards. The general intent of these development standards is to achieve an attractive and comfortable city neighborhood environment. Varied and human-scaled building facades are key to making a place "pedestrian-oriented." Building designs should provide a high level of visual interest, without creating a chaotic image. Residences should include design elements that enhance the streetscape and address the street.

- a. Porches and bays should face the street.
- b. Primary ground floor residential entries to multi-family buildings must orient to street, not to interior blocks or parking lots. Secondary and upper-floor entries from the interior of a block are acceptable. The front door to single-family homes, duplexes, and townhouses must be visible from the street.
- c. The design approach shall provide an architecture that will be a visible and permanent expression of the character of the neighborhood;
- d. The facade shall be varied and articulated to provide visual interest to pedestrians;
- e. Reinforce the public realm of the public open space, sidewalks and streets through appropriately scaled entries, porches, fenestration, landscaping, and architectural details;
- f. Provide visual and acoustical privacy between units;
- g. Maximize natural light and ventilation within units.

(Ord. No. 122, 12-20-99)

Sec. 14-144. Reserved.
Sec. 14-145. Reserved.

DIVISION 7.1. IR-1 ISLAND RESIDENTIAL ZONE

Sec. 14-145.1. Purpose.

The purpose of the IR-1 island residential zone is to provide for low intensity residential, recreational, and rural uses in the less developed areas of the islands in order to preserve the rustic character of the islands, to protect groundwater resources and natural and scenic areas, and to permit only appropriate low intensity development in areas lacking adequate public facilities and services.

(Ord. No. 27-85, § 1, 7-15-85)

Sec. 14-145.2. Permitted uses.

The following uses are permitted in the IR-1 island residential zone:

(a) Single-family detached dwellings.

(b) Planned residential unit development with a minimum gross area, as defined in section 14-47 (definitions) of this article, of at least five, (5) acres of contiguous land, consisting of detached dwellings. Minimum yard dimensions (section 14-145.5(c)), street frontage (section 14-145.5(b)), and lot width (section 14-145.5(e)) shall be reduced up to fifty (50) percent of what would otherwise be required. Minimum lot area (section 14-145.5(a)) shall be reduced up to fifty (50) percent provided there is an equivalent corresponding increase in common or public open space that is usable for passive or active recreational opportunities or that serves as a buffer between buildings or between the development and the surrounding neighborhood.

All area in such a development which is to be owned or used in common shall be governed and maintained as set forth in section 14-498(1)(3), article IV (subdivisions)

July 2, 2004

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

Re: Sheridan Street Condominiums

Dear Board Members,

We present for your review and approval this Site Plan and Subdivision Application, as required by Chapter 14 of the Land Use Code, for an eight unit residential building on Sheridan Street here in Portland.

This project consists of eight two-bedroom residential dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 square feet each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately 1,300 square feet each. The flats have 1 1/2 baths each, and the townhouses have 1 full bath each. Heat and domestic hot water are to be provided by gas-fired hydronic boilers, and the kitchen ranges are also to utilize gas. The building will be fully sprinklered with an NFPA 13R system.

Included along with this application are a boundary & topographic survey, a subdivision plan, a site plan, building floor plans and elevations, a written statement, a survey report, and a copy of a letter from Northern Utilities stating that there is adequate gas available to service the building.

We would like to be scheduled for the next available Workshop session. In the meantime, I look forward to hearing from you in response to this application. Thank you,

Sincerely,

T. Scott Teas, NCARB, AIA
Principal

City of Portland Site Plan Application

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 permits of any kind are accepted.

Location/Address of Construction: 117 Sheridan Street

Total Square Footage of Proposed Structure	10,606 GSF
Square Footage of Lot	11,658 SF

Tax Assessor's Chart, Block & Lot	Chart# 13 Block# K 28, 33, 36, 66 Lot#	Property owner, mailing address: Laurence Eubank Fort Sumner LLC 12 Simonton Street S. Portland, ME 04106
Telephone:	207-799-6340	

Consultant/Agent, mailing address, phone & contact person	T. Scott Teas 775-6141 TFH Architects 100 Commercial Street Portland, ME 04101	Applicant name, mailing address & telephone: TFH Architects 775-6141 100 Commercial Street Portland, ME 04101
Project name:	Sheridan Street Condominiums	

Proposed Development (check all that applies) New Building Office Retail Manufacturing Warehouse/Distribution Parking lot Subdivision, amount of lots _____
 Other: _____

Major Development \$500.00 Minor Development \$400.00

Who billing will be sent to: Laurence Eubank
 Mailing address: 12 Simonton Street
 S. Portland, ME 04106 Contact person:
 Laurence Eubank
 Phone: 207-799-6340

Nine (9) separate packets must include the following:

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

All plans must be folded neatly and in packet form

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: ci.portland.me.us/chapter14

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

Signature of applicant:  Date: 7-1-04

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

Memorandum
Department of Planning and Development
Planning Division



To: Chair DeLogu and Members of the Portland Planning Board

From: Kandice Talbot, Planner

Date: September 9, 2004

Re: September 14, 2004 Planning Board Workshop
8-unit Residential, 117 Sheridan Street, Fort Sumner, LLC, applicant

Introduction

Fort Sumner, LLC is proposing an 8-unit residential building to be located at 117 Sheridan Street. There is a single-family residential building existing on the site, along with a storage shed and 3 garages. These buildings are proposed to be demolished for the proposed construction. The site is approximately 11,658 sq. ft. and zoned R-6. The plan is subject to site plan and subdivision review.

Existing uses in the area primarily consist of single-family and multi-family residential buildings.

Traffic

Access to the site will be by a 16 ft. driveway on Sheridan Street. The applicant is proposing 16 parking spaces on the property. Zoning requires 17 parking spaces. The applicant is proposing stacked parking for the units. The Traffic Engineer is currently reviewing the plans.

Curb and a concrete sidewalk exist along Sheridan Street. The plans shall show the areas of disturbance within the City's right-of-way.

Building Design

The project consists of eight two-bedroom dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 sq. ft. each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately

1,300 sq. ft. each. Each unit will have individual porches. Floor plans are included as Attachment 4.

The building material will consist of fiber cement clashboard siding and fiber cement trim. The center of the building will house the stairway. The center of the building and the top floor will be constructed of a fiberglass window wall system. Elevations of the building are included as Attachment 5.

Sewers, Water, Solid Waste Disposal

Utility lines in Sheridan Street will serve the development. The applicant is proposing underground phone, cable and electrical. The applicant shall provide capacity letters from the Portland Sewer Division and the Portland Water District.

Solid waste, generated by the residents will be contracted for private removal. No dumpsters are proposed. The applicant shall provide the planning staff with an agreement with a solid waste contractor discussing a time schedule for the removal of the solid waste.

Landscaping

The applicant is proposing four (4) Flowering Crab trees and one (1) Green Ash. The subdivision ordinance requires two (2) trees per unit, which would be a requirement of sixteen (16) trees. The site is small and it would not be possible to provide sixteen trees on the property. The City Arborist is currently reviewing the landscape plan.

Open Space Ratio

The R-6 zone requires an open space ratio of twenty percent (20%) of the lot, for those lots, which contain fewer than twenty (20) dwelling units. This area shall not include parking areas or other impervious surfaces. The applicant shall submit the open space ratio calculations for staff to determine if the open space ratio is being met.

Boundary Survey

A boundary survey was completed for the property. There are a number of encroachments and easements on the site. Public Works has reviewed the boundary survey and the boundary survey retracement and finds that the boundary survey is accurate.

The boundary survey shows that there is some existing pavement on the property that encroaches onto the City property to the east and the abutting property to the south. It appears that the applicant is proposing to remove the pavement within the encroachment area and loam and seed these areas.

There is also an apparent encroachment of the abutting residence to the north. However, it appears that the proposal can meet lot coverage requirements and setbacks with this encroachment. The Zoning Administrator is reviewing the plans for compliance with zoning and will provide a memo prior to the planning board public hearing.

Soil and Drainage

Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site. The Development Review Coordinator is currently reviewing the plans.

Lighting

The plans state that architectural floodlights with cut-offs will be provided for lighting. The applicant shall submit a lighting catalogue cut and a lighting photometric plan to determine if the lighting meets the City's technical standards.

Multiple-Family Design Standards

1. Exterior Design

The design provides positive visual interest by incorporating appropriate architectural elements. The proposed design is similar to other buildings in the near vicinity.

As shown on Attachment 3, the proposed building rises one-story higher than the adjacent triple-decker building to the south and two stories above the adjacent home to the north on Sheridan Street. The applicant has worked to minimize the additional height with the spandrel glass system on the top story. Likewise, the glass wall element is used in the stairway core to provide a visual separation between the two sides of the units, mimicking a pattern of traditional triple-decker design.

2. Respects Existing Relationship of Buildings to Street

The proposed building is shown setback 10 feet from the street. The R-6 zoning states that a front yard need not exceed the average depth of the front yards on either sides of the lot. The abutting buildings are built right to the street line. Staff is recommending that the applicant explore the possibility of the building being constructed to the street. Front porches have been integrated into the architectural design of the building. Trees are proposed within the adjacent public sidewalk.

3. Open Spaces

The porches help enhance the sense of open space on the site for residents. As discussed previously, staff is requesting open space ratio calculations for the development.

4. Design of Windows and Storage Area

The submitted building elevations and floor plans indicate there are an adequate number of windows in each dwelling for sunlight and air. The porch areas increase the opportunity for light and air. Each unit will have a storage area in the basement.

5. Parking

Surface parking is proposed and is accessed from Sheridan Street. As stated previously zoning requires 17 parking spaces for this development. The applicant is proposing 16 parking spaces at this time.

Fire

All multi-family apartments are required to have sprinklers unless each unit has a direct means of egress. The building will be fully sprinklered. The Fire Department has reviewed and approved the plan. Attachment 2 is a copy of the Fire Department's approval.

Financial and Technical Capacity

The applicant will need to submit financial and technical capacity information prior to public hearing.

Neighborhood Meeting

A neighborhood meeting will be required prior to the public hearing.

Issues to be Resolved Prior to Public Hearing

- Right-Of-Way Disturbance
- Sewer Capacity Letter
- Water Capacity Letter
- Solid Waste Disposal
- Parking
- Open Space Ratio
- Landscaping
- Lighting
- Building to the Street
- Financial and Technical Capacity
- Neighborhood Meeting

Reviews by:
Traffic Engineer
City Arborist
Development Review Coordinator
Zoning Administrator

- Attachments:
1. Applicant's Submittal
 2. Fire Department Memo dated July 12, 2004
 3. Plans
 4. Floor Plans
 5. Elevations

Att. 1

TFH ARCHITECTS 100 COMMERCIAL STREET PORTLAND MAINE 04101 TELEPHONE 207-775-6141 ARCHITECTURE AND PLANNING

July 2, 2004

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

Re: Sheridan Street Condominiums

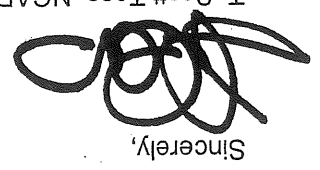
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Included along with this application are a boundary & topographic survey, a subdivision plan, a site plan, building floor plans and elevations, a written statement, a survey report, and a copy of a letter from Northern Utilities stating that there is adequate gas available to service the building.

We would like to be scheduled for the next available Workshop session. In the meantime, I look forward to hearing from you in response to this application. Thank you,

Sincerely,


T. Scott Teas, NCARB, AIA
Principal

Att. 1a

City of Portland Site Plan Application

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 permits of any kind are accepted.

Location/Address of Construction: 117 Sheridan Street

Total Square Footage of Proposed Structure	10,606 GSF
Square Footage of Lot	11,658 SF

Tax Assessor's Chart, Block & Lot	Chart# 13 Block# K 28,33,36,66 Lot#
Property owner, mailing address:	Laurence Eubank Fort Sumner LLC 12 Simonton Street S. Portland, ME 04106
Telephone:	207-799-6340

Consultant/Agent, mailing address, phone & contact person	T. Scott Teas 775-6141 TFH Architects 100 Commercial Street Portland, ME 04101
Applicant name, mailing address & telephone:	TFH Architects 775-6141 100 Commercial Street Portland, ME 04101
Project name:	Sheridan Street Condominiums

Proposed Development (check all that applies) New Building Building Addition Change of Use Residential Office Retail Manufacturing Warehouse/Distribution Parking lot Other: _____

Major Development \$500.00 Minor Development \$400.00

Who billing will be sent to: Laurence Eubank

Mailing address: 12 Simonton Street
S. Portland, ME 04106
Contact person: Laurence Eubank
Phone: 207-799-6340

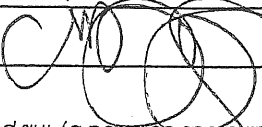
Nine (9) separate packets must include the following:

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

All plans must be folded neatly and in packet form

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: cl.portland.me.us/chapter14

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

Signature of applicant: 

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

Date: 7-1-04

July 2, 2004

Sheridan Street Condominiums
Written Statement

1. **Owner:** Laurence Eubank, Fort Sumner LLC, 12 Simonton Street, South Portland, ME 04106.
2. **Proposed Use:** Eight residential dwelling units.
3. **Areas:** Total land area of site: 11,658 sq ft; total floor area of building: 10,606 sq ft; ground coverage of building: 2,885 sq ft.
4. **Summary of Easements & Burdens:** There are easements; refer to "Boundary & Topographic Survey" and "Survey Report - Boundary Line Retracement" - both prepared by SGC Engineering, LLC.
5. **Solid Waste:** Solid waste, normal for residential uses, generated by the site's users will be contracted for private removal. No on-site waste receptacles will be required.
6. **Storm Water Management:** Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site.
7. **Construction Plan:** Construction is scheduled to commence in October of this year, starting with excavation (including erosion control silt fences) for the utilities and foundation. Framing is scheduled for the month of November; it is intended that the construction will be panelized. Completion of the building envelope is scheduled for January of 2005, and project completion is scheduled for May of 2005.
8. **Federal & State Permits:** To our knowledge, no Federal or State permits are required.
9. **Financial & Technical Capacity:** Information regarding financial and technical capacity is currently being assembled by the Owner, and is forthcoming.
10. **Evidence of the Applicant's Title:** This information is forthcoming.
11. **Natural Preservation Areas:** A City open space abouts the property.
12. **Utilities:** Northern Utilities has confirmed that there is adequate gas available to service this project. Letters have been sent to CMP, the Portland Water Department, and the Department of Public Works requesting similar confirmations from those entities.

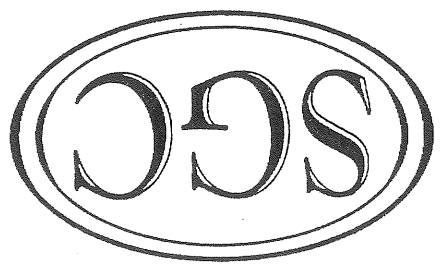
Att. 1b

Att. 1c

SGC ENGINEERING, LLC

- Civil Design & Survey Engineering
- Environmental & Regulatory Permitting
- Electrical Power Systems Engineering

Offices - Westbrook & Orono, Maine



June 29, 2004

**SURVEY REPORT
 BOUNDARY LINE RETRACEMENT
 LAND NOW OR FORMERLY OF THOMAS ALLEN COX
 DEED BOOK 14482 PAGE 126
 109-117 SHERIDAN STREET
 PORTLAND, ME**

I. Introduction

Field work was performed between May 14 and May 19, 2004. The survey consisted of a closed traverse encompassing an area bounded westerly by Sheridan Street, northerly by Walnut Street, easterly by North Street and southerly by Cumberland Avenue. Right-of-way monuments on Cumberland and North Street were recovered during the course of the survey. John Giles, City of Portland GIS coordinator, has dated the "M" monuments circa 1820. No record local monumentation was recovered other than the right-of-way monuments.

The basis of bearing for the survey is Maine State Plane Coordinate System (NAD 83) West Zone as Determined by Static GPS observations.

II. Research

The primary sources for research were the Cumberland County Registry of Deeds, City of Portland Archives, City of Portland Tax Assessors, and R.W. Easton Associates Inc. (PLS No. 2075).

III. Findings of Fact

The boundary lines determined from deed conveyances and the actual physical lines of possession determined from an on-the-ground field survey are in conflict with each other. The following summarizes our research effort.

Source of Title

Proprietary Title was retraced to Rev. Thos. Smith, Deed Book 39, Page 378 (1793). For practical purposes the chain of title can be further divided into two sources:



Att. ID

1. For war purposes the Rev. Thos. Smith granted to the United States what is commonly known as the "Fort Sumner Lot," Deed Book 28, Page 510 (1794).
2. What is commonly known as the "William Boyd Estate," Deed book 169, Page 478 (1841).

Fort Sumner

No original monumentation was found for the Fort Sumner Lot. However, the easterly boundary of the Fort Sumner Lot is described as being the same as the westerly sideline of North Street. The original bound of North Street was retraced utilizing city records and monuments.

Through unknown conveyances John Anderson acquires the Fort Sumner lot, prior to 1865. John Anderson Dies and his estate is divided amongst his heirs, Deed book 394, Page 309 (1872). The following boundary lines can be retraced sequentially from conveyances made by the heirs of John Anderson:

Please refer to the attached worksheet for lot numbers and line designations regarding the following statements.

1. Lot 7 - Deed Book 695, Page 184 (1906): Describes a lot that is bounded on the north by a line established in Deed Book 437, Page 385 (1877) (LINE B), on the east by a line established in Deed Book 695, Page 184 (1906) (LINE A), on the south by the southerly line Fort Sumner (LINE E). Deed Book 695, Page 184 (1906) specifies a distance of 19.37' (for LINE A) running parallel to the westerly line of Fort Sumner (LINE C). The analysis of record information associated with LINE A, B, C results in a distance of 27.9' for LINE A. Please note that the reporting of a distance to 0.01' during this time period (1906) is unusual.
2. Lot 8 - Deed Book 695, Page 362 (1906): Describes a lot that is bounded on the south by LINE B, on the east by an extension (20.78') of the line established in Deed Book 695, Page 184 (1906) (LINE A), on the west by the westerly line of Fort Sumner (LINE C). LINE C runs for a distance of 23.86' from the southerly bound of the herein conveyed lot (LINE B). The record distances for LINES A and C were held in establishing the northerly boundary line (LINE D).
3. Lot 9 - Deed Book 985, Page 319 (1917): Describes a lot that is bounded on the north by an extension of LINE D, on the west by LINE A, on the south by the southerly line of Fort Sumner (LINE E), and on the east by a line 33' easterly of LINE A and parallel to Sheridan Street (depicted as LINE F).



Att. 1e

William Boyd Estate

Common lines (LINES C, E, G, N) were established as common lines between the William Boyd Estate and the Fort Sumner lot using Deed Book 169, Page 478 (1841).

William Hoyt acquires (through several conveyances) lot number 8 and part of 9 as shown on plan number six made in the division of the William Boyd Estate recorded in Deed book 169, Page 497. The following boundary lines can be retraced sequentially from conveyances made by William Hoyt:

1. **Lot 1** - Deed Book 199, Page 404 (1846): Describes a lot bounded on the east by a line "commencing thirty five feet south westerly of said northerly corner...;" (corner of LINE G, E) and perpendicular to LINE E (DEPICTED as LINE H), on the north by Fort Sumner (LINE E), on the south by the southerly line of a passageway (LINE M) "Reserving however a passageway sixteen feet in width across the south easterly side of the herein described lot for the accommodation of this and the adjoining lots;" and on the west by a line 45' westerly and parallel to LINE H (DEPICTED as LINE I).

2. **Lot 2** - Deed Book 208, Page 239 (1848): Describes a lot bounded on the east by LINE I, on the south by a 16' passageway (LINE J), on the west by a line 35' westerly of LINE I (DEPICTED as LINE K) and on the north by a line 50' northerly of LINE J "Excepting what may belong to what is know as Fort Sumner...;" (DEPICTED as LINES L, and E).

3. **Lot 3** - Deed Book 211, Page 261 (1848): Describes a lot bounded on the east by Fort Sumner LINE G, on the south by a 13' passageway (LINE M), on the north by Fort Sumner (LINE E), and on the west by LINE H. The location of the 13' passageway by record information is ambiguous and two scenarios can be derived:

1. **Scenario 1** - Deed Book 211, Page 261 (1848) Describes the northerly line of the passageway to be a distance of 36' southerly along LINE H, creating a 1' shift between the northerly line of the 16' and 13' passageways.

2. **Scenario 2** - Deed Book 214, Page 517 (1848) Describes the southerly line of the passageway to be a distance of 36' along LINE G from the intersection of LINE N and LINE G, creating a 1.5' shift between the southerly line of the 16' and the 13' passageways. Deed Book 214, Page 517 further describes the southerly line of the 16' and 13' passageways as thus: "thence southwesterly by said passageway and by a 16' passageway...;"

The intent of Scenario 2 that the southerly lines be contiguous was held.

4. **Lot 4** - Deed Book 211, Page 378 (1848): Describes a lot bounded on the east by LINE C, on the north by a line parallel and 36' northerly of LINE L, and on the south by LINE L. The westerly



Att. 1f

boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

5. Lot 5 - Deed Book 214, Page 517 (1848): Describes a lot bounded on the east by Fort Summer (LINE G), on the north by a 13' passageway, on the south by the southerly boundary of lot 9 made in the division of the William Boyd Estate (LINE N), and westerly by a line 50' distant from the intersection of LINES G and M and perpendicular to the 16' passageway (LINE M).

Title to this lot changes hands several times and may be with the heirs of Ezra T. Williams, Deed Book 311, Page 146 (1862). Williams dies and title is transferred to his heirs. His heirs are unclear due to a fire that destroyed Probate Records for the period of 1820-1905.

6. Lot 6 - Deed Book 235, Page 468 (1852): Describes a lot bounded on the east by LINE K, on the north by LINE L, and on the south by the 16' passageway. The westerly boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

IV. Conclusion

Locus Deed Book 14482, Page 127 (1999) is depicted on the City of Portland's current Tax Map number 13 as five lots: Tax lot 28, 33, 36, 66 and 67 (passageway).

This report is meant to highlight the construction of the Cox property, as depicted on the accompanying Preliminary Worksheet, based on the best available evidence and operative record information. It is not a comprehensive Surveyor Report that outlines all of the specific issues associated with the property. At best, it can be stated that the record information is full of ambiguity and poor boundary descriptions. This report is provided, at the request of our client, as information to be used in the effort associated with obtaining Title Insurance for the property.

Please contact me directly if you have any questions or require additional information.

Sincerely,
SGC Engineering, LLC

Timothy A. Patch, PLS
President

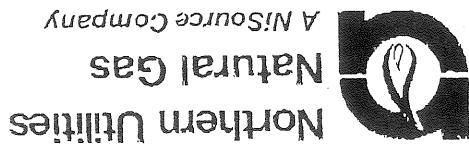
Sincerely,
Philip Sevir
Philip Sevir
Commercial Sales Representative
Northern Utilities, Inc.
325 West Road
Portsmouth NH 03801
Tel. 603-436-0310 X 5368

This letter is to confirm that natural gas is available to service the new condominium project to be located at the existing address of 117 Sheridan St. in Portland. There is a 4" low-pressure plastic main in the street that can supply the proposed 8-condominium unit building. A new gas service will need to be installed at the appropriate point in construction. Please see the attached sheet for further information needed by Northern Utilities to complete a construction cost analysis.

Dear Mr. Tinklenberg,

Mr. Will Tinklenberg
THH Architects
100 Commercial St.
Portland Maine
04101

July 1, 2004



Att. 19

Att. 2

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

2004-0143
Application I. D. Number

07/01/2004
Application Date

Sheridan Street Condominiums
Project Name/Description

117 - 117 Sheridan St, Portland, Maine

Address of Proposed Site

013 K028001

Assessor's Reference: Chart-Block-Lot

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

R6

Zoning

10,606 s.f.
Proposed Building square Feet or # of Units

Acreage of Site

Check Review Required:

Site Plan Subdivision # of lots Flood Hazard Shoreland Historic Preservation PAD Review DEP Local Certification 14-403 Streets Review

Zoning Conditional Use (ZBA/PB)

Zoning Variance

Other

Fees Paid: Site Plan \$500.00 Subdivision

Engineer Review

Date 07/07/2004

Fire Approval Status:

Approved Approved w/Conditions Denied

Reviewer Lt. MacDougal

See Attached

Approval Date 07/12/2004 Approval Expiration 07/12/2005 Extension to Additional Sheets Attached

Condition Compliance

Lt. MacDougal

07/12/2004

date

signature

Performance Guarantee Required* Not Required

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

Performance Guarantee Accepted

date

amount

expiration date

Inspection Fee Paid

date

amount

expiration date

Building Permit Issue

date

remaining balance

signature

Temporary Certificate of Occupancy

date

Conditions (See Attached)

expiration date

Final Inspection

date

signature

Certificate Of Occupancy

date

Performance Guarantee Released

date

signature

Defect Guarantee Submitted

submitted date

amount

expiration date

Defect Guarantee Released

date

signature

February 3, 2005

To: Portland Planning Department
Attn.: Kandi Talbot
389 Congress Street
Portland, ME 04101

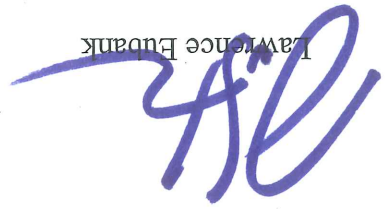
From: Lawrence Eubank
12 Simonton Corner
South Portland, ME 04106

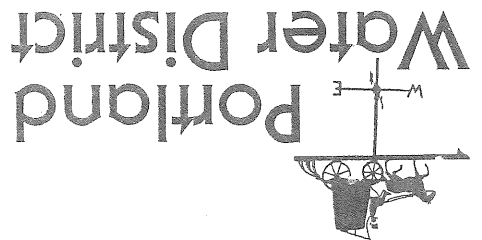
RE: Summer Court, 117 Sheridan Street
ID# 2004-0143, CBL# 013-K-008

Dear Kandi,

On October 26, 2004 the Portland Planning Board voted and approved the 8-unit residential subdivision located at 117 Sheridan Street with conditions. In a letter dated December 9, 2004 and addressed to myself, Lawrence Eubank, these conditions were outlined. I believe the enclosed documents satisfy the conditions set by the Planning Board.

Respectfully submitted,


Lawrence Eubank



225 Douglas St. • P.O. Box 3553 • Portland, ME 04104-3553

Customer Service Hotline (207) 761-8310
(207) 774-5961
FAX (207) 879-5837

December 20, 2004

Chris Cavendish
TFH Architects

100 Commercial St.
Portland, Me. 04101

Re: Sheridan Street Condominiums

Chris:

This letter is to confirm our phone conversation of last week concerning connection to the water main located in Sheridan St. in Portland. By the information supplied by you connections for the services to supply water to the project could come from the existing 6" CI water main as long as the 6" pipe is in front of the property. If this is the case than the district feels there is sufficient capacity to supply the proposed property. The 6" water main starting at Cumberland in Sheridan St. only extends down to the fire hydrant, # 360 and than changes to 4" DI main after that. Only record I have for the hydrant in front of the property in question is a static pressure of 46 PSI.

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

Hydrant Location: Cumberland Ave. @ Sheridan St.
Hydrant # 106

Static pressure = 50 PSI
Flow = 787 GPM
Last Tested = 6/21/91

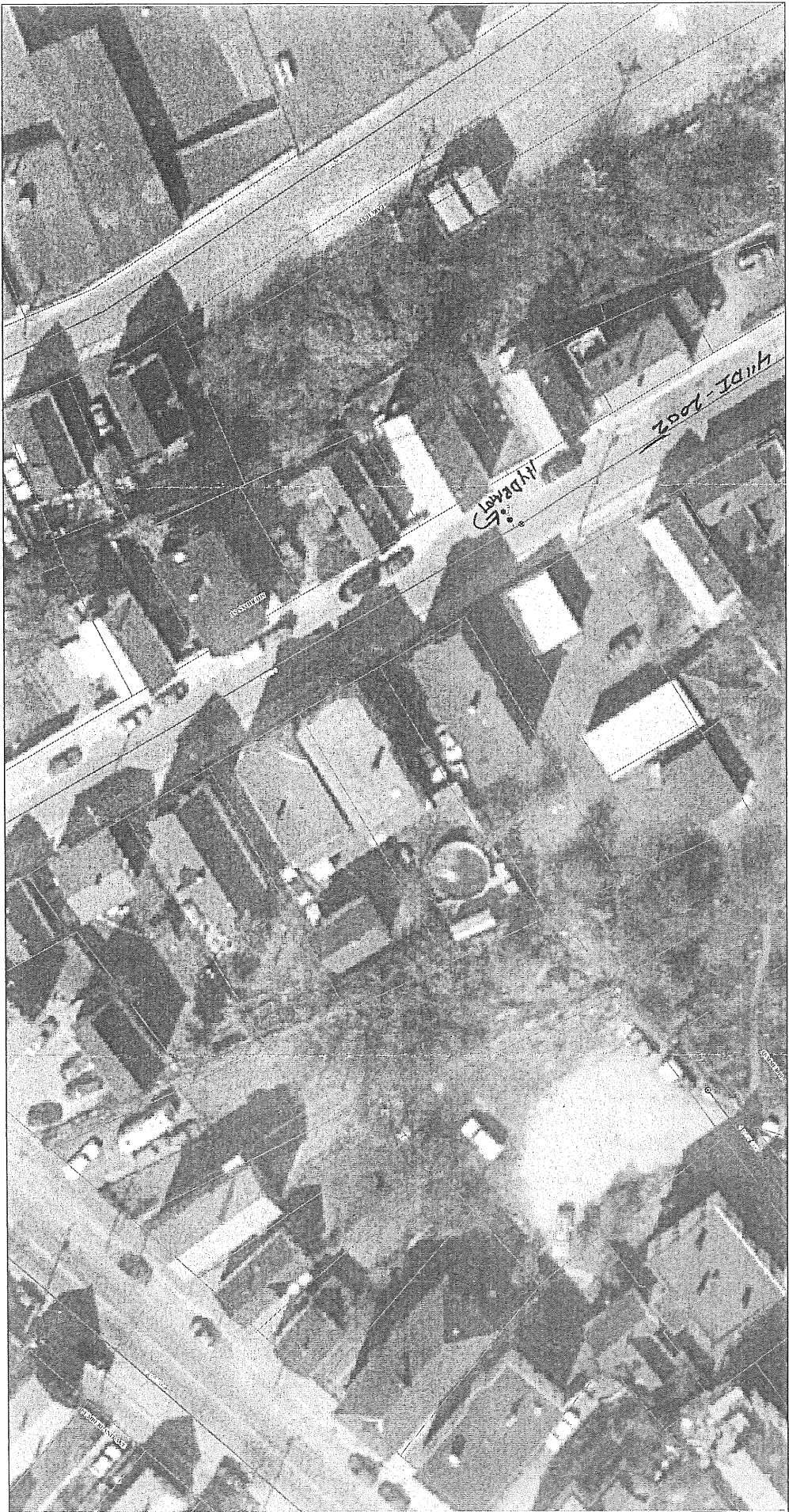
If the District can be of further assistance in this matter, please let us know.

Sincerely,

Portland Water District

Jim Pandiscio

Means Coordinator



Sheridan St. Condominium Project

- Legend**
- Draw Out
 - By Pass
 - Distribution
 - End of Main
 - Fire Service
 - Hydrant Cover
 - Service
 - Transposition
 - Air Valve
 - Date Change
 - Manual Change
 - ▲ Reducer
 - Service
 - Tee
 - Hydrant

N

<Double-Click to add Text>

Drawn By: _____

Date: _____

Chris Cavendish

From: Jim Pandiscio [jipandiscio@pwd.org]
Sent: Monday, December 20, 2004 8:08 AM
To: 'Chris Cavendish'
Subject: RE: 117 Sheridan Street

I have good news and more good news. Records at the District were not up to date and the 21/4" main was replaced in 2002 with a new 4" DI water main. Capacity should not be a problem. Put new letter in the main this AM.
Jim Pandiscio
MEANS Coordinator
Portland Water District

-----Original Message-----
From: Chris Cavendish [mailto:CSC@TFHArchitects.com]
Sent: Thursday, December 16, 2004 9:24 AM
To: Jim Pandiscio
Subject: 117 Sheridan Street

Jim,

As per our phone discussion this morning, I am requesting a letter confirming that we have access to adequate water to supply the needs of our project. To briefly summarize this conversation we concluded that the 6" C.I. main starting at Cumberland Ave. shares sufficient frontage with this project to allow us the right to connect our project to it. Also discussed and will be so noted on our site construction drawings is the requirement to tie our water line to the 6" C.I. line a minimum of 3'-0" from the "T" that apparently serves hydrant 0360 and reduces the main to 2 1/4" C.I.

Sincerely yours,

Chris Cavendish
TFH Architects
207.775.6141

FEATURES & SPECIFICATIONS

INTENDED USE - Ideal for use in car lots, street lighting or parking areas.

CONSTRUCTION - Rugged, .063" thick, aluminum reclinear housing. Continuously seam welded for weather-tight seal and integrity.

Naturally anodized, extruded, aluminum door frame with mitered corners is retained with (two) .188" diameter hinge pins and secured with (one) quarter-turn, quick release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that snaps into door frame.

FINISH - Standard finish is dark bronze (DBB) polyester powder. Other powder architectural colors available.

OPTICAL SYSTEM - Reflectors are anodized and segmented for superior uniformity and control, which allows the flexibility to mix distributions without compromising the overall lighting job. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Three cutoff distributions available: Type II (Roadway), Type III (Asymmetrical), Type IV (Forward Throw, Sharp Cutoff).

Lens is .125" thick, impact-resistant, tempered, glass with thermally-applied, silk screened power door shield.

ELECTRICAL SYSTEM - High reactance, high power factor ballast for 100W. Constant-wattage autotransformer ballast. Removable power door and positive locking disconnect plug for 150-250W. Super CWA Pulse Start ballast required for 200W (must order SCWA option). All ballasts are copper-wound and 100% factory-tested.

Porcelain, horizontally-oriented, socket with copper alloy, nickel-plated screw shell and center contact. Medium-base socket used with 1500W-600V.

INSTALLATION - Extruded, 4" aluminum arm for pole or wall mounting is shipped in fixture carton. Optional mountings available.

LISTING - UL listed for wet locations. Listed and labeled to comply with Canadian Standards (see Options).

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

KSF 1 250M	Series/Wattage
KSF1 100M	Distribution
KSF1 150M	
KSF1 175M	
KSF1 200M	
KSF1 250M	
120	
208	
240	
277	
347	
480	VB
Mounting⁶	SP04 Square pole (4" arm)
	SP09 Square pole (9" arm)
	RP04 Round pole (4" arm) ³
	RP09 Round pole (9" arm)
	WW04 Wood pole or wall (4" arm) ²
	WW09 Wood pole or wall (9" arm)
	WB04 Wall bracket (4" arm)
	WB09 Wall bracket (9" arm)
	MB Mounting bracket
	L/ARM When ordering KMA, DA12
Optional Mounting	
	DA12P Degree arm (pole) (shipped separately)
	DA12WB Degree arm (wall)
	KMA Mast arm adapter
	KTMB Twin mounting bar

R2 IES Type II roadway arm)

R3 IES Type III asymmetric

R4SC IES Type IV forward throw, sharp cutoff

- NOTES:**
- 1 Consult factory for availability in Canada.
 - 2 Optional multi-tap ballast (120, 208, 240, 277V, (120, 277, 347V in Canada).
 - 3 The SP09, RP09, or WW09 must be used when two or more luminaires are oriented on a 90° drilling pattern.
 - 4 May be ordered as accessory.
 - 5 Additional architectural colors available; see Architectural Colors brochure, form no. 794.3.
 - 6 Refer to technical data section in the Outdoor binder for drilling template.

Example: KSF1 250M R3 120 SP04 SF DBB

Options	Shipped Installed In Fixture
Architectural Colors (powder finish)⁵	SF Single fuse (120, 277, 347V, n/a TB)
Standard Colors	DF Double fuse (208, 240, 480V, n/a TB)
DBB Dark bronze (standard)	PER NEMA twist-lock receptacle only (no photocontrol)
DWH White	QRS Quartz restrike system (75W max; lamp not included, 120V only)
DBL Black	EC Emergency circuit
Classic Colors	CR Corrosion-resistant finish
DMB Medium bronze	CSA Listed and labeled to comply with Canadian Standards
DNA Natural aluminum	SCWA Super CWA Pulse Start Ballast (n/a 100W & 175W)
DSS Sandstone	
DGC Charcoal gray	
DTG Tennis green	
DBR Bright red	
DSB Steel blue	

Shipped Separately⁶

PE1 NEMA twist-lock PE (120, 208, 240V)

PE3 NEMA twist-lock PE (347V)

PE4 NEMA twist-lock PE (480V)

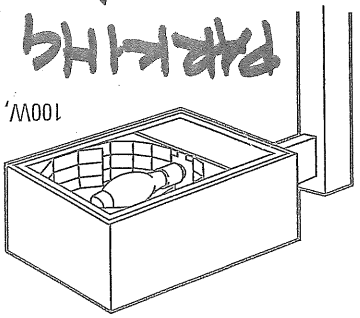
PE7 NEMA twist-lock PE (277V)

SC Shorting cap for PER option

KSF1HS House side shield (R2, R3)

KSF1VG Vandal guard

Notes	
Type	
Catalog Number	

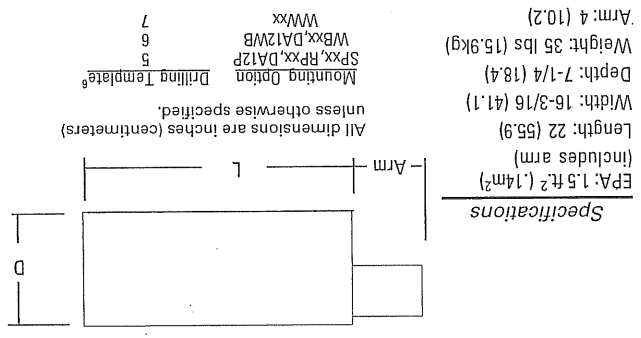


Area Lighting

KSF1

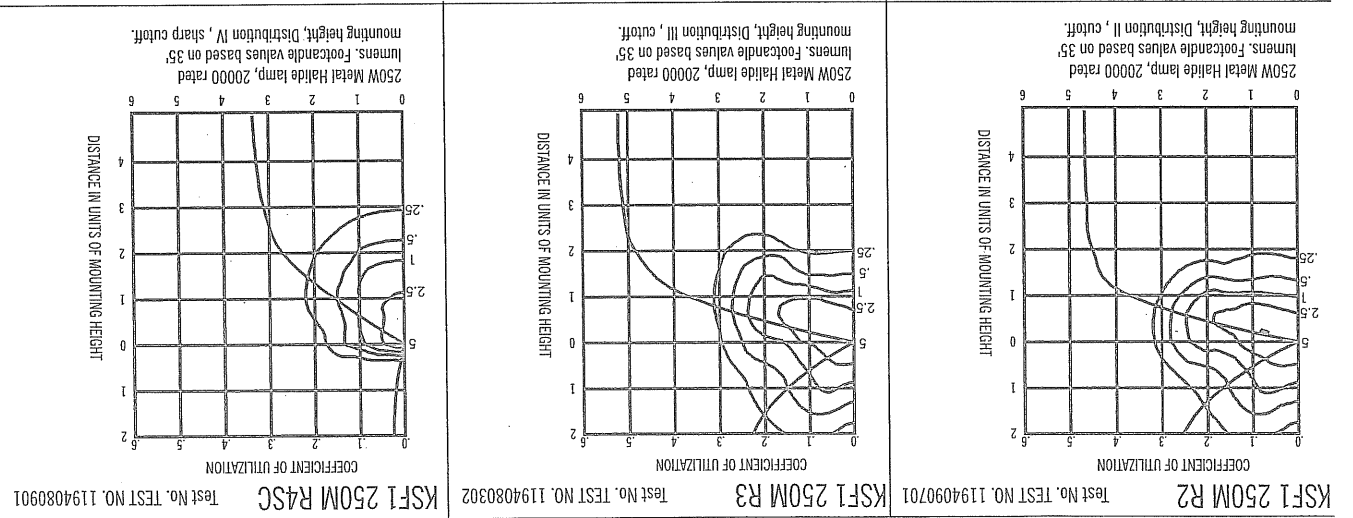
METAL HALIDE
150W, 150W, 175W, 200W, 250W
15' to 25' Mounting

PARKING LOT LIGHT BUILDING & POLE MOUNT



KSF1 Arm-Mounted Rectilinear Cutoff Lighting

Coefficient of Utilization
 Initial Footcandles



NOTES:

- 1 For electrical characteristics, consult technical data tab.
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.
- 3 Photometric data for other distributions can be accessed from the Lithonia Lighting website. (www.lithonia.com)

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

- 15 ft. = 5.4
- 30 ft. = 1.36
- 40 ft. = .77

$$\left(\frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction factor}$$



An Acuity Brands Company

KSF1-M ©2000 Lithonia Lighting, Rev. 2/02 KSF1-M.P65

Lithonia Lighting
 Acuity Lighting Group, Inc.
 Outdoor Lighting
 One Lithonia Way, Conyers, GA 30012-3957
 Phone: 770-922-9000 Fax: 770-918-1209
 In Canada: 1100 50th Ave., Lachine, Quebec H8T 2V3
www.lithonia.com

options

- 32 TRIM EXTENDER BY 1"
 - 40 WHITE GROOVELESS FLORE TRIM WITH C # 73 SPREAD LEAS
 - 45 GASKET BETWEEN TRIM & CEILING
 - 46 " " " TRIM & LEAS

6 1/4" = HIGH - NON-IC

REFERENCE: KIRLIN RR 20615-

FROM: James M. Stockman, ASTC

FAX #:

TO: Scott

DATE: Oct 19 2004

PAGE 1 of 2
 COMPANY:
 PHONE #:

JAMES M. STOCKMAN, ASTC
 LIGHTING DESIGNER AND THEATRE CONSULTANT

E-MAIL: jmlight@gw1.net
 jmlight2@adelphia.net

FAX: (207) 967-5469

VOICE: (207) 967-5223

P.O. BOX 659A
 KENNEBUNKPORT, ME 04046-1659
 shipping: 4 WOODLAWN AVE.
 KENNEBUNKPORT ME 04046

J & M LIGHTING DESIGN, INC.

FRONT AND REAR ENTRY (2 EACH)

TYPE

313-202-1001 X4

KIRLIN

RECESSED ROUND: 150 A-21 (MAX.) INCANDESCENT DOWNLIGHTS

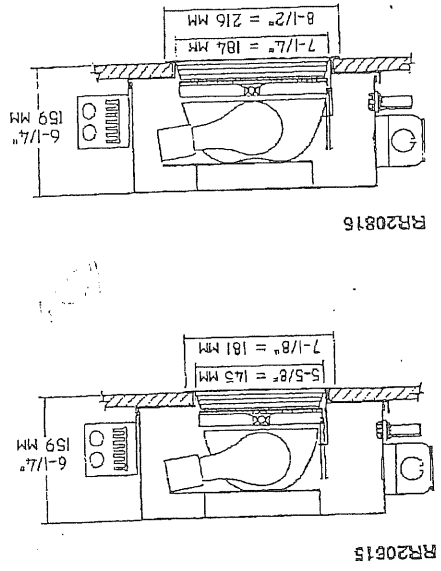
RR20615
RR20816

6" and 8" Regressed Lens: Streamlined Depth

Features

- Built-in plaster frame.
- Outlet box
- Prewired 14GA (NEC) galvanized steel, UL listed, with removable insulated cover.
- 1/2" and 3/4" knockouts.
- Installation
- 27" galvanized hanger bars supplied (2).
- Fully adjustable universal galvanized mounting brackets supplied (2). Accepts 3/4" or 1-1/4" lathers channel or 1/2" T.S. conduit.
- Recesses indoor or outdoor in covered ceilings.
- UL, C-UL (Canada) listings
- Wet, damp or dry locations, covered ceilings.
- Through-branch circuit conductors (6 #12 AWG 90°C).
- Three Year Limited Warranty
- Complete standard fixture.
- Thermal Protection (Per Current NEC)
- Thermal protector included which provides automatic cut-off if rated temperature is exceeded. (insulation related)
- trim assembly and reflector.
- Horizontal 150 watt (max.) A-21 inside frosted incandescent lamp (by others).
- Dimmable (controls by others).
- Glazed porcelain medium base socket.
- Reflector
- Specular Alzark® aluminum.
- Trim Assembly
- Seamless tapered black OptiGroove with white flange. Self-flanged trim.
- Regressed tempered prismatic low brightness C#73 spread distribution lens.
- Torison springs retain snug fit to ceiling.
- Optional: Anopal, poly or fresnel lens; white flare trim, flat trim or eggcrate louver.
- Housing
- Acrylic enameled 100% aluminum.
- Rustproof. Exceeds 1000 hour ASTM 5% salt spray test.
- Cool: Dissipates heat across entire surface area.
- Entire luminaire serviced through removable trim assembly and reflector.

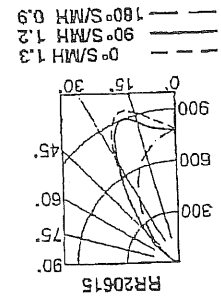
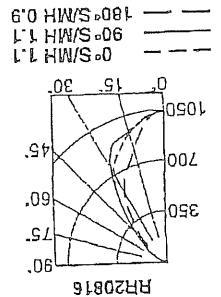
Performance at a Glance



RR20816

RR20615

Detailed Photometric Data: page 79.



* Dia. (in ft.) shown is where FC value is half the FC at nadir.

FC	Dia.
180° S/MH 0.9	18
90° S/MH 1.1	14
0° S/MH 1.1	12
180° S/MH 0.9	7.2
90° S/MH 1.1	5.3
0° S/MH 1.1	4.1

FL 29.0
FC 6.4
Dia. 6.4

Cone of Light

FL 21.8
FC 7.2
Dia. 7.2

Cone of Light

FC	Dia.
180° S/MH 1.2	16
90° S/MH 1.3	14
0° S/MH 1.3	12
180° S/MH 0.9	4.0
90° S/MH 1.2	3.1
0° S/MH 1.3	2.1

FL 21.8
FC 7.2
Dia. 7.2

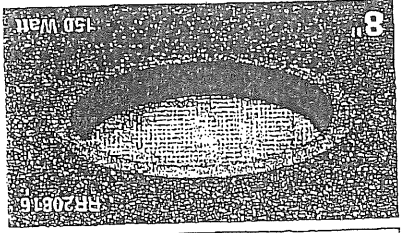
Cone of Light

Options

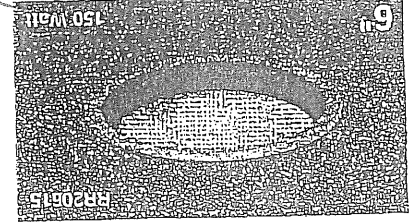
- 94 Custom color trim assembly. Consult factory.
- 99 Special modification. Consult factory.
- FF Fresnel tempered lens instead. Concentric prisms.
- FT Flat white trim instead. With tempered prismatic flat C#73 spread lens or specify optional lens.

- 45 Gasket between trim and ceiling.
- 46 Gasket between trim and lens.
- 58 277/120V stepdown transformer for 277 volt line input, prewired into fixture.
- 82 Sloped ceiling adapter. Specify slope in 5° increments up to 30°.

- 14 Drop opal glass instead (RR20615 only).
- 18 Anopal; flat glass. Not enameled. Diffusing.
- 20 White 1/2" cube eggcrate aluminum louver.
- 32 Trim extender. Broadens trim flange O.D. by 1" to cover larger ceiling opening.
- 40 White grooveless flare trim instead. With



High Efficiency
Uniform Distribution
100 Watt Photometry Available:
See Page 79



100W

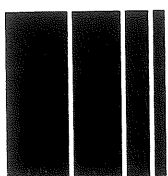
November 10, 2004

TFH Architects
100 Commercial Street
Portland, ME 04101

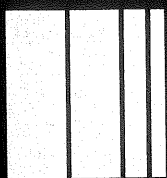
for

**Proposed Sheridan Street Condominiums
Portland, Maine**

**Report on Subsurface and Limited
Foundation Investigation**



Sebago Technics
Engineering Expertise You Can Build On



November 10, 2004
04446

Mr. Scott Teas
TFH Architects
100 Commercial Street
Portland, ME 04101

**Report on Subsurface and Limited Foundation Investigation
Proposed Sheridan Street Condominiums, Portland, Maine**

Dear Scott:

This report presents our evaluation of the subsurface conditions and limited foundation requirements for the proposed condominiums at 115 Sheridan Street in Portland, Maine. This work was undertaken in accordance with our proposal dated October 27, 2004.

In summary, we recommend that the building be supported on undisturbed, naturally deposited sand or on compacted structural fill placed after removal of unsuitable soil. In addition, an earth-supported slab-on-grade may be used for the lowest ground floor. Specific recommendations regarding subsurface conditions and limited foundation requirements are presented below.

Introduction

The proposed site is located at 115 Sheridan Street. The site is relatively flat except for the northeast corner, which slopes up 4 to 5 feet. The site is presently developed with several one-story automobile parking garages and a two-story house. We understand that these structures will be demolished and the foundations removed prior to construction. The proposed condominiums will consist of a four-story building with eight dwelling units and a full basement. Site development will include paved parking and access drive. The northeast corner of the parking will require an excavation of approximately 5 feet for parking construction.

Subsurface Explorations

On November 4, 2004, W. H. Lavigne (Lavigne) excavated five test pits, TP1 to TP5, at locations shown on Sheet 1, Site and Subsurface Exploration Plan. Lavigne excavated the test pits to depths below ground surface varying from 7.0 feet to 8.4 feet using a Link Belt 2700 excavator. Sebago Technics, Inc. monitored the test pits and prepared the logs included in Appendix A. Table I summarizes the results of test pits. Lavigne backfilled the test pits with the excavated material.

Sebago Techniques determined the locations of test pits by tapping from existing site features.

The test pit logs and related information depict subsurface conditions and water levels only at their specific locations at the time of excavation. Soil conditions at other locations may differ from conditions at these locations. Also, the passage of time may result in a change in groundwater conditions at exploration locations.

Subsurface Conditions

The test pits encountered three principal soil units at the site: topsoil, fill and glacial outwash. Encountered thickness and generalized descriptions of these units are presented below in order of increasing depth below ground surface. Due to the complexity of the deposition process, strata thickness will vary and may be absent at specific locations.

Topsoil - Topsoil consists of brown to dark brown, silty SAND (SM), with grass roots. Encountered thickness varied from 0.6 foot to 0.7 foot.

Fill - Fill consists of brown to dark brown to gray brown, silty SAND with gravel (SM); to well-graded SAND with gravel (SW); to well-graded GRAVEL (GW) with up to 40 percent oversized (cobbles and boulders). Encountered thickness varied from 0.6 foot to 3.3 feet.

Glacial Outwash - Glacial outwash consists of light brown to brown, well-graded SAND with gravel (SW) with up to 15 percent oversized (cobbles and boulders). Test pits penetrated up to 6.8 feet into the stratum.

Groundwater was not observed in the test pits. However, observations of water were made over a relatively short period of time and may not represent the stabilized water level. In addition, water levels at the site will vary with season, precipitation, temperature and construction activity in the area. Therefore, water levels during and following construction will vary from those encountered in the test pits.

Recommendations for Foundation Design

Recommended Foundation Type and Design Criteria

The topsoil and existing fill are not suitable for support of the building or ground floor slab. All topsoil, fill and existing construction should be removed from within the building limits. We recommend that the building be supported on spread and continuous footings bearing on the undisturbed, naturally deposited sand (glacial outwash) or on compacted structural fill placed after removal of unsuitable soil.

Footings should be proportioned for an allowable bearing stress of 1,000 pounds per square foot (psf) multiplied by the least lateral dimension of the footing in feet up to 3,000 psf. All footings should be at least 1.5 feet wide.

Exterior footings should be founded at least 4.5 feet below the lowest adjacent ground surface exposed to freezing. Interior footings should be founded a minimum of 1.5 feet below the ground floor slab.

Compacted structural fill supporting footings should extend laterally from the footings to at least the limits defined by 1 vertical lines sloped outward and downward from points located at least 2 feet horizontally beyond the bottom edges of the footings.

Ground Floor Slab

We recommend that the lowest floor slab (basement) be designed as an earth-supported slab-on-grade bearing on a minimum of 4 inches of $\frac{1}{2}$ or $\frac{3}{4}$ inch crushed stone. We recommend a perimeter and under-slab drain system be constructed on the outside of the foundation walls and below the slab to minimize hydrostatic pressure and seepage into the basement of the building. The crushed stone layer below the floor slab, in combination with perforated pipes, may be used to collect any groundwater or surface water that infiltrates into the system.

We anticipate that gravity discharge is available for the system. If gravity discharge is not available, discharge will require collection into sumps and pumping. Normal dampproofing and vapor barrier should be provided for the lower level slab and walls.

Seismic Design Considerations

We recommend that the buildings be designed in accordance with the seismic requirements of the latest edition of the International Building Code, the site classification is Class D; the site response coefficient F_a is 1.5 for a short period spectral response acceleration S_s of 0.37g; the site response coefficient F_v is 2.4 for the 1-second period spectral response acceleration S_1 of 0.10g. The subgrade soils are not considered liquefaction susceptible.

Lateral Foundation Loads

We recommend that lateral loads be resisted by bottom friction on footings. We recommend that a coefficient of friction equal to 0.35 be used for footings bearing on soil or crushed stone. If this does not provide sufficient resistance, we will study the problem in more detail to take into account other factors.

Lateral Soil Pressure

We recommend that foundation walls which are restrained at the top and backfilled be designed to resist a lateral earth pressure calculated on the basis of an equivalent fluid unit weight of 55 pounds per cubic feet. This fluid unit weight assumes an at rest earth pressure coefficient of 0.45 and a free-draining backfill.

Backfill Materials

Structural fill used below foundations and floor slabs and for backfill adjacent to walls should consist of sandy gravel to gravely sand. It should be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material, and should conform to the following gradation:

Percent Finer by Weight	3 in.	No. 4	No. 40	No. 200
100				
30 to 90				
10 to 50				
0 to 8				

Compacted structural fill should be placed in layers not exceeding eight inches in loose measure and compacted by self-propelled vibratory equipment at the approximate optimum moisture content to a dry density of at least 95 percent of the maximum dry density, as determined in accordance with ASTM Test Designation D1557. In confined areas, the loose layer thickness should be reduced to 6 inches and compaction performed by hand-guided vibratory equipment.

Compacted structural fill on the outside of the foundation walls should extend laterally a minimum of 2 feet from the wall. Backfill beyond this limit on the outside of the building may consist of common fill. The top 12 inches of fill on the exterior of the building should consist of low permeability material to minimize water infiltration next to the building. Grading should provide for runoff away from the building.

Common fill may consist of inorganic mineral soil that can be placed in layers not exceeding 12 inches in thickness and compacted with a minimum of two systematic passes of the equipment placing the fill.

Construction Considerations

General

The primary purpose of this section of the report is to comment on items related to excavation, earthwork and related geotechnical aspects of proposed construction. It is written primarily for the engineer having responsibility for preparation of plans and specifications. Since it identifies potential construction problems related to foundations and earthwork, it will also aid personnel who monitor the construction activity.

Excavation, Lateral Support and Control of Water

We anticipate that foundation excavation can be accomplished with sloped open excavation through the overburden soils, provided safe side slopes can be maintained. It may be necessary to provide lateral support of the excavation along Sheridan Street if the existing sidewalk must be maintained during construction. Some sloughing and raveling should be

We request that we be provided the opportunity for a general review of final design and specifications in order to determine that our earthwork and foundation recommendations have been interpreted and implemented in the design and specifications as they were intended.

The recommendations presented herein are based in part on the data obtained from the referenced test pits. The nature and extent of variations between the explorations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.

This report has been prepared for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. In the event that any changes in the nature, design or location of the buildings are planned, the conclusions and recommendations contained in this report should not be considered valid, unless the changes are reviewed and the conclusions of this report modified or verified in writing.

Limitations of Recommendations

The foundation recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction. Therefore, we recommend that a person qualified by training and experience be present to provide monitoring at the site during excavation of bearing surfaces and placement of compacted structural fill.

Construction Monitoring

The subgrade soil is susceptible to disturbance from construction traffic. Equipment and personnel should not be permitted to travel across exposed footing bearing surfaces or exposed slab subgrades. Any subgrade areas that are disturbed should be recompacted or excavated and replaced with compacted structural fill prior to placing of concrete. Subgrades should be protected against freezing temperatures if exposed during construction. Final excavation to subgrade should be performed using equipment with smooth-edge buckets.

Subgrade Preparation

We anticipate that groundwater may be encountered during excavation for footings. If encountered, open pumping from sumps can likely control groundwater. In general, the contractor should control groundwater and water from other sources by methods that prevent disturbance of adjacent soils and allow construction in-the-dry.

anticipated in temporary slopes. Temporary excavations should be made in accordance with all OSHA and other applicable regulatory agency requirements. Existing foundations within the limits of proposed foundations and floor slabs should be completely removed and the excavation to bearing level backfilled with compacted structural fill or crushed stone, as appropriate. Existing foundations below drives and the parking area should be removed to at least 2 feet below the pavement.

Mr. Teas

November 10, 2004

It has been a pleasure to work with you on this project. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

SEBAGO TECHNICS, INC.



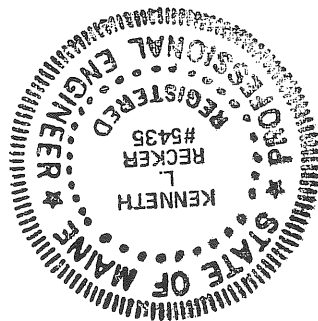
Kenneth L. Recker, P.E.

Geotechnical Engineering Manager

KLR:klr/jc

Enclosures:

- Sheet 1 - Site and Subsurface Exploration Plan
- Appendix A - Logs of Test Pits





**TABLE I
SUMMARY OF TEST PITS
PROPOSED CONDOMINIUMS
SHERIDAN STREET
PORTLAND, MAINE**

Test Pit Number	Depth (Ft)	Depth to		
		Water (Ft)	Topsoil	Strata Thickness (Ft)
TP1	8.0	NE	--	2.3
TP2	8.0	NE	--	1.8
TP3	7.0	NE	--	2.2
TP4	8.4	NE	0.7	3.3
TP5	8.0	NE	0.6	0.6

NOTES:

1. NE INDICATES GROUNDWATER NOT OBSERVED WITHIN DEPTH OF TEST PIT.
2. -- INDICATES STRATUM NOT ENCOUNTERED WITHIN DEPTH OF TEST PIT.
3. * INDICATES DEPTH OF PENETRATION INTO STRATUM.





Appendix A

Logs of Test Pits

TEST PIT LOG

Test Pit No.

TP1

Page 1 of 1

PROJECT NO. 04446

PROJECT MGR. K. RECKER

FIELD REP. K. B. STEPHENSON

DATE 11/4/04

WEATHER Sunny, 40s

PROJECT SHERIDAN STREET CONDOMINIUMS

LOCATION SHERIDAN STREET, PORTLAND, MAINE

CLIENT TFH ARCHITECTS

CONTRACTOR W. H. LAVIGNE

EQUIPMENT LINK BELT 2700

Ground El. 41.5

El. Datum

See Plan

Location

Groundwater depths/entry rates (in/min):

N/E

PROJECT SHERIDAN STREET CONDOMINIUMS

LOCATION SHERIDAN STREET, PORTLAND, MAINE

CLIENT TFH ARCHITECTS

CONTRACTOR W. H. LAVIGNE

EQUIPMENT LINK BELT 2700

Ground El. 41.5

El. Datum

See Plan

Location

Groundwater depths/entry rates (in/min):

N/E

Depth (ft)	Sample ID	Stratum Change	Depth (ft)	USCS Group Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)							
					Gravel	% Coarse	% Fine	% Coarse	% Fine	Sand	Field Test	
0.9				SM		10	10	30	10	25	15	
1.6				SW-SM		20	10	30	20	10	10	
2.3	S1			GW		30	40	20	5	5		
2.3				SW		10	10	40	30	10		

Dark brown silty SAND with gravel (SM), roots, mps = 3.0 in., dry												
Brown well-graded SAND with silt and gravel (SW-SM), bncks, 25% oversized, mps = 12.0 in., trace wood, dry												
Brown well-graded GRAVEL with sand (GW), mps = 3.0 in., roots, trace silt, dry												
Light brown well-graded SAND with gravel (SW), 10% oversized, mps = 6.0 in., dry												

-GLACIAL OUTWASH DEPOSITS-												
Bottom of exploration at 8.0 ft. below ground surface												
No refusal												

Remarks: Fill is deeper on up-slope wall of test pit												
Obstructions:												

Standing water in completed pit:												
ft. _____												
hrs. elapsed _____												
measured after _____												
Boulders:												
Diameter (in.) _____												
Number _____												
Approx. vol. (cu. ft.) _____												
= _____												
= _____												
= _____												
Pit Diameter _____												
Pit Length X Width _____												
Test Pit Dimensions: _____												
8.0 Ft.												

Test Pit No. _____

TEST PIT LOG

PROJECT SHERIDAN STREET CONDOMINIUMS
LOCATION SHERIDAN STREET, PORTLAND, MAINE
CLIENT TFH ARCHITECTS
CONTRACTOR W. H. LAVIGNE
EQUIPMENT LINK BELT 2700
PROJECT NO. 04446
PROJECT MGR. K. RECKER
FIELD REP K. B. STEPHENSON
DATE 11/4/04
WEATHER Sunny, 40s

Ground El. 37.1 ft **Location** See Plan **El. Datum**
Groundwater depths/entry rates (in/min): N/E

Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)	USCS Group Symbol	Stratum Change Depth (ft)	Depth (ft) Sample ID	Field Test								
				Gravel	Sand		Field Test					
				% Coarse	% Fine	% Coarse	% Medium	% Fines	Dilatancy	Toughness	Plasticity	Strength
BITUMINOUS CONCRETE.	SM	0.3		25	15	30	10	5				
Brown silty SAND with gravel (SM), mps = 3.0 in., dry -FILL-	SM	0.9		20	10	25	15	10				
Gray-brown silty SAND with gravel (SM), bituminous concrete, ash, brick, rebar, mps = 4.0 in., dry -FILL-	SM	1.5		25	20	10	15	10				
Brown well-graded SAND with gravel (SW), 40% oversized, mps = 12.0 in., dry -FILL-	SW	2.2	S1	25	20	40	10	5				
Light brown well-graded SAND with gravel (SW), 10% oversized, mps = 8.0 in., dry -FILL-	SW			10	10	40	30	10				

Obstructions:	Remarks:	Depth (ft)	Sample ID	Stratum Change	USCS Group Symbol	Visual-Manual Identification & Description
		2	S1	0.3	SM	BITUMINOUS CONCRETE.
		2		0.9	SM	Brown silty SAND with gravel (SM), mps = 3.0 in., dry -FILL-
		2		1.5	SM	Gray-brown silty SAND with gravel (SM), bituminous concrete, ash, brick, rebar, mps = 4.0 in., dry -FILL-
		2		2.2	SW	Brown well-graded SAND with gravel (SW), 40% oversized, mps = 12.0 in., dry -FILL-
		6	S2	6.0		GLACIAL OUTWASH DEPOSITS.
		6		7.0		
		8				Bottom of exploration at 7.0 ft. below ground surface
		8				No refusal
		10				

Obstructions: _____
Remarks: Test pit walls collapse rapidly

Standing water in completed pit: _____ ft.
 at depth measured after _____ hrs. elapsed
Boulders: Diameter (in.) 12 to 24 Number 12
 over 24 _____ = _____
 Approx. vol. (cu. ft.) _____ = _____

Test Pit Dimensions: 7.0 Ft. Pit Depth
 10.0 Ft. X 4.0 Ft. Pit Length X Width

TEST PIT LOG

Test Pit No. TP4

Page 1 of 1

PROJECT	SHERIDAN STREET CONDOMINIUMS	PROJECT NO.	04446
LOCATION	SHERIDAN STREET, PORTLAND, MAINE	PROJECT MGR.	K. RECKER
CLIENT	TFH ARCHITECTS	FIELD REP	K. B. STEPHENSON
CONTRACTOR	W. H. LAVIGNE	DATE	11/4/04
EQUIPMENT	LNK BELT 2700	WEATHER	Sunny, 40s

Ground El.	37.1	ft	Location	See Plan	Groundwater depths/entry rates (in/min):	N/E
El. Datum						

Depth (ft)	Sample ID	Stratum Change	USCS Group Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)									
				Gravel			Sand			Field Test			
				% Coarse	% Fine	% Coarse	% Medium	% Fine	% Fines	Dilatancy	Toughness	Plasticity	Strength
0.7			SM	5	15	20	40	15					
			SM	5	15	20	40	15					
1.5			SM	10	30	10	25	15					
			SM	10	30	10	25	15					
2			SW	20	10	30	30	10					
			SW	20	10	30	30	10					
4		4.0	SW	20	15	30	25	10					
			SW	20	15	30	25	10					

Depth (ft)	Sample ID	Stratum Change	USCS Group Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)
4		4.0	SW	Brown well-graded SAND with gravel (SW), 15% oversized, mps = 10.0 in., dry
6				-GLACIAL OUTWASH DEPOSITS-
8				Bottom of exploration at 8.4 ft below ground surface
10				No refusal

Obstructions: _____
Remarks: _____

Standing water in completed pit: ft. _____ hrs. elapsed _____	Diameter (in.) _____ Number _____ Approx. vol. (cu. ft.) _____	Boulders: = _____ = _____ = _____	Pit Length X Width _____ Pit Depth _____ Test Pit Dimensions: _____
---	--	--	---

TEST PIT LOG

Test Pit No. _____

PROJECT NO. 04446

PROJECT MGR. K. RECKER

FIELD REP. K. B. STEPHENSON

DATE 11/4/04

WEATHER Sunny, 40s

Groundwater depths/entry rates (in/min):
N/E

Location See Plan

Ground Elevation 38.3

El. Datum

PROJECT SHERIDAN STREET CONDOMINIUMS

LOCATION SHERIDAN STREET, PORTLAND, MAINE

CLIENT TFH ARCHITECTS

CONTRACTOR W. H. LAVIGNE

EQUIPMENT LINK BELT 2700

Depth (ft)	Sample ID	Stratum Change Depth (ft)	USCS Group Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)
2			SM	Brown silty SAND (SM), 15% oversized, mps = 6.0 in., grass roots, dry
6				-TOPSOIL/FILL-
8				Light brown well-graded SAND with gravel (SW), 10% oversized, mps = 8.0 in., dry
10				-GLACIAL OUTWASH DEPOSITS-
				Bottom of exploration at 8.0 ft. below ground surface
				No refusal

Standing water in completed pit: at depth _____ ft. measured after _____ hrs. elapsed	Boulders: Diameter (in.) 12 to 24 Number -- Approx. vol. (cu. ft.) =	Test Pit Dimensions: Pit Length X Width 10.0 Ft. X 4.0 Ft. Pit Depth 8.0 Ft.
---	---	--

Obstructions: _____

Remarks: _____

that a note shall be added to the subdivision plat and within the condominium documents that states "Snow removal shall consist of removal from the site any snowfall in excess of three inches and as otherwise needed, so as to maintain a clear sidewalk and the free access to all seventeen (17) parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically)."

the applicant shall address the Portland Water District letter regarding capacity and provide adequate water capacity to the site.

the condominium documents shall provide for the awnings on the building, which shall be reviewed and approved by Corporation Counsel.

2. That the plan was in conformance with the Site Plan Review Ordinance of the City Land Use Code with the following conditions:

i. that a lighting catalogue cut be submitted for the building architectural fixture and that the pole-mounted light fixture height be no greater than 16 ft. high. The applicant shall also revise the lighting plan so that there shall be no spillover onto the southerly abutting property. The lighting shall be reviewed and approved by the Planning staff.

The Planning Board also voted unanimously (7-0) to waive the landscaping requirement of two (2) trees per residential unit per Sec. 14-506 to allow the applicant to landscape as set forth in the proposed site plan and to waive the driveway width as required by the Portland Technical and Design Standards.

The approval is based on the submitted plan and the findings related to site plan review standards as contained in Planning Board #52-04, which is attached.

Please note the following provisions and requirements for all subdivision approvals:

1. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in electronic form, the applicant shall submit any available electronic Autocad files (*.dwg), release 14 or greater, with seven (7) sets of the final plans.

2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public Works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.

3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

4. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

Site Spillover

Penny?

(vii)

Note in Condo - Penny -

dogs?

5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions regarding the Board's actions, please contact Kandice Talbot at 874-8901.

Sincerely,

Orlando Delogu, Chair
Portland Planning Board

cc: Lee D. Urban, Planning and Development Department Director
Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Kandice Talbot, Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Inspections Division
Michael Bobinsky, Public Works Director
Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littlell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Assessor's Office
Approval Letter File

December 9, 2004

Mr. Laurence Eubank
12 Simonton Street
South Portland, ME 04106

RE: Sheridan Street Condominiums, 117 Sheridan Street
ID# 2004-0143, CBL# 013-K-008

Dear Mr. Eubank:

On October 26, 2004 the Portland Planning Board voted unanimously (7-0) on the following motions regarding the 8-unit residential subdivision located at 117 Sheridan Street:

1. That the plan was in conformance with the Subdivision Review Ordinance of the City Land Use Code with the following conditions:

that all plans shall be revised to reflect the agreement between the southerly abutting property regarding property lines and access easement areas to be reviewed and approved by staff, prior to issuance of a building permit.

that the applicant investigate the possibility of increasing the aisle width between parking spaces 1 and 3 and between parking spaces 5 and 15, and that any amendments to the plan be reviewed and approved by the City's Traffic Engineer.

that the plans be revised in accordance to the DRC's memo dated October 15, 2004 in regards to the utility connections, fence details and geotechnical investigation, to be reviewed and approved by the DRC and Planning Authority.

that the applicant revise the access easement to allow for vehicular access for the City of Portland, only, in order to access the City property for review and approval by Corporation Counsel. An executed access easement will be submitted to staff, prior to issuance of a building permit. Corporation Counsel shall also review and approve the condominium documents.

iv. check file for executed access easement.

iii.

ii.

↑
Easements.
Penny?

1/2 Penny

Easement and Release

Fort Sumner LLC, a Maine limited liability company with a place of business in South Portland, Maine, hereby grants to the City of Portland, Maine, a municipal

corporation, an non-exclusive easement for pedestrian access for use by the Grantee and the public, and for vehicular access for Grantee's vehicles only, across land owned by Grantor at 117 Sheridan Street in the City of Portland, Cumberland County, State of Maine, such land owned by Grantor being more particularly described in a Warranty Deed from Thomas Allen Cox to Grantor dated September 28, 2004, and recorded in the Cumberland County Registry of Deeds in Book 21832, Page 163, said easement area

being sixteen (16) feet wide and described on **Exhibit A** attached hereto and incorporated

herein. *without warranty,*

In consideration of the foregoing easement, Grantee hereby releases to Grantor all right, title and interest in Grantor's above-described land, including without limitation

certain 16-foot and 13-foot wide passageways described in deeds recorded in the Cumberland County Registry of Deeds in Book 208, Page 239, Book 199, Page 404, and

Book 211, Page 261, for itself and members of the public, except the pedestrian easement *no otherwis stated herein* conveyed herein.

Executed under seal this _____ day of October, 2004

Witness:

Fort Sumner, LLC

By: Laurence Eubank
Its Manager

City of Portland, Maine

By: Joseph Gray
City Manager

Attorney / Notary Public
Print name: _____
My commission expires: _____

Personally appeared before me the above named Joseph Gray, City Manager of the City of Portland, Maine as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said municipal corporation.

State of Maine
County of Cumberland
October _____, 2004

Attorney / Notary Public
Print name: _____
My commission expires: _____

Personally appeared before me the above named Laurence Eubank, Manager of Fort Sumner LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

State of Maine
County of Cumberland
October _____, 2004

Exhibit A

A certain sixteen foot (16') wide access easement located on the northeasterly side of Sheridan Street in the City of Portland, Cumberland County, Maine, leading generally northeasterly from the northeasterly sideline of said Sheridan Street to land of the Grantee herein, bounded and described as follows:

Beginning at an iron rod to be set with plastic identification cap on the northeasterly sideline of said Sheridan Street at land now or formerly of Linda R. Noble, said point of beginning being located N 30° 16' 54" W a distance of two hundred eighty seven and 56/100 feet (287.56'), as measured by the northeasterly sideline of said Sheridan Street, from the westerly sideline of Cumberland Avenue, thence;

N 30° 16' 54" W a distance of sixteen and 00/100 feet (16.00') by the northeasterly sideline of said Sheridan Street to a point, thence;

N 59° 14' 48" W a distance of one hundred fifteen and 58/100 feet (115.58') to said land of the Grantee herein, thence;

S 23° 53' 54" E a distance of sixteen and 12/100 feet (16.12') by said land of the Grantee herein, thence;

S 59° 14' 48" E a distance of one hundred thirteen and 79/100 feet (113.79'), in part by said land now or formerly of Linda R. Noble, to the point of beginning.

All bearings herein referenced to the Maine State Plane Coordinate System (NAD83) West Zone.

**DECLARATION OF
FORT SUMNER PLACE CONDOMINIUM**

**ARTICLE I
SUBMISSION**

Fort Sumner LLC, a Maine limited liability company with a place of business in South Portland, Maine (the "Declarant"), hereby submits the land, improvements and easements known as "Fort Sumner Place Condominium" with all buildings and improvements thereon located within the City of Portland, Cumberland County, Maine, and more particularly described in Schedule A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, and hereby creates "Fort Sumner Place Condominium" (the "Condominium"). The Property is shown on the condominium plat and plans to be recorded herewith in the Cumberland County Registry of Deeds identified as follows: "Condominium Plat for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by SGC Engineering, LLC and dated _____, 2004 (the "Plat") and "Condominium Plans for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by TFH Architects and dated _____, 2004 (the "Plans"). The unit owners' association shall be a Maine nonprofit corporation known as "Fort Sumner Place Condominium Association" (the "Association").

The Condominium created pursuant to this Declaration consists of the Property and eight (8) units known as Units 1 through 8, subject to the Special Declarant rights set forth in this Declaration. Reference is made to the Final Site Plan of Fort Sumner Place Condominium approved by the City of Portland Planning Board on _____, 2004, duly recorded in said Registry of Deeds in Plan Book _____, Page _____.

The terms used in this Declaration, the Bylaws of the Association or the Plat and Plans generally shall have the meanings specified in the Maine Condominium Act, except as otherwise defined herein.

**ARTICLE II
UNIT BOUNDARIES**

Section 2.1 Units.

For each unit, the identification number and approximate area are shown on the Plans.

Each unit includes the following items:

- A. All interior spaces and partitions (excepting those portions thereof which are structural or load-bearing) and interior doors wholly within the unit;
- B. Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including painting, wallpaper, and any other materials constituting any part of the finished surfaces thereof);
- C. Windows and doors providing access to the common elements and limited common elements, including their exterior surfaces, locks, hardware, and tracks but excluding their frames, thresholds and sills;
- D. Bathroom and kitchen fixtures, water heaters, heating and air

conditioning units, fans, and kitchen appliances; and

E. Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the unit's circuit breaker distribution box inwards, and portions of electrical, water, cable and sewer utility lines, wires, pipes, ducts and equipment serving only that unit and located within the unit's general boundary lines as herein described.

Notwithstanding subsection C above, no unit owner shall alter the exterior appearance of window and doors providing access to the common elements and limited common elements, including without limitation the grills on the doors and windows and the window sashes.

Section 2.2 Unit Boundaries.

The boundaries of each unit are as shown on the Plans and generally are as follows:

- A. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each unit generally are the following boundaries extended to an intersection with the vertical (perimeter) boundaries:
- (1) Upper Boundary: The planes at the lower surfaces of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.
- (2) Lower Boundary: The horizontal plane at the upper surface of the concrete floor slab or subflooring.
- B. Vertical (perimeter) Boundaries: The vertical boundaries of the units generally are the vertical planes at the interior surface of the gypsum board of all walls bounding the unit, extending to intersections with each other and with the upper and lower boundaries. The vertical boundary lines also specifically include the exterior surface of doors, window glass, storm window glass, and glass walls, but excludes their frames, sills and thresholds.

Except as specified in this ARTICLE II, all spaces, fixtures and improvements within a unit's boundaries are a part of that unit. No unit owner shall permit or suffer any impairment of any load-bearing, structural, sound deadening or fire resistant features between units.

A unit does not include: the exterior walls, eaves, overhangs, porches, patios, roof rafters, roof trusses, floor joists, wall studs, wall sound channels, basement, foundation and land; the pipes, wires, conduits, flues, ducts, pipes, or other utility lines running through a unit which serve more than one unit or which serve the common elements or which serve another unit(s).

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental approvals, permits and licenses. The subdivision of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of ownership of common elements and liability for common expenses shall be allocated equally and prorata to each unit according to the number of units that have been created in the Condominium. Each unit shall have one (1) equal vote as a member of the

Association. The allocations of common element interest, voting rights and common expense liability apportioned to each of the 16 units are set forth in Schedule B.

ARTICLE III
COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

- (1) The land, with the benefit of and subject to all easements, covenants, agreements, and restrictions of record as of the date hereof, including without limitation the rights and easements described in **Schedule A**;
- (2) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes, water and septic pipes, tanks, pumps, leach fields, and all other utility lines and equipment which serve more than one unit or the common areas (excepting equipment owned by public and municipal utilities);
- (3) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit or units, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: for each unit, any deck attached to or existing within such unit and the parking spaces.

ARTICLE IV
SPECIAL DECLARANT RIGHTS
AND DECLARANT CONTROL PERIOD

Section 4.1 Special Declarant Rights.

The Declarant reserves, for the benefit of Declarant and its successors and assigns, the following rights with respect to the Property (the "Special Declarant Rights") until the construction, marketing and sale of all units created hereunder, and until the common elements are completed:

A. To locate and relocate in the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement, inspection and use of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television, natural gas, and sewer/septic and transformers, meters, pumps, tanks, leach fields, 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 unit owner's consent and that the common elements disturbed promptly shall be reasonably restored upon installation and repair of such utility improvements;

B. To connect with and make use of utility lines, wires, pipes, conduits and facilities 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 and limited common elements for the alteration, repair and construction of units, common elements and limited common elements (including

ARTICLE V

Section 4.5 Amendments to Article IV. This ARTICLE IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Waldo County Registry of Deeds. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred and assigned by recorded instrument or specifically referring to the transferred rights and executed by Declarant and its successor or assignee.

Section 4.4 Unsold Units. Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold units as the owners of individual units after initial conveyance thereof by the Declarant.

Section 4.3 Completion of Buildings. The Declarant reserves, for the benefit of Declarant and its successors and assigns, the right until five (5) years from the date of recording this Declaration: To complete construction of the units, driveways, parking areas, common element and limited common element structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit, or in and on the common elements.

Section 4.2 Limitations on Special Declarant Rights. The exercise of Special Declarant Rights shall be subject to the following restrictions: No changes shall be made in violation of the City of Portland Planning Board site plan approval, as evidenced by the Final Site Plan dated _____, 2004, and any condition imposed in connection therewith, except in accordance with applicable law.

F. The Special Declarant Rights established under the Condominium Act. (1) Five (5) years of the first conveyance of any unit, or (2) Until voluntarily waived in whole or part by Declarant by written notice duly recorded, whichever occurs first (together, the "Declarant Control Period").

D. To use the common elements and limited common elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property (upon relocation, the furnishings thereof may be removed); to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

E. To appoint and remove members of the Executive Board of the Association (the "Board") and officers of the Association until sixty (60) days after the sale of the 12th unit by Declarant, but no later than:

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 5.1 Amendment of Declaration.

This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to ARTICLE X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to ARTICLE X. Unit owners and Eligible Mortgage Holders, if required by ARTICLE X, may express their approval in writing or by proxy.

C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 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, or with respect to or affecting the Special Declarant Rights, without the prior express written consent of the Declarant.

Section 5.3 Amendment to Comply with Secondary Market Mortgage Requirements.

It is Declarant's intent that this Declaration comply with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements, and Declarant reserves the right to so amend this Declaration.

**ARTICLE VI
DAMAGE OR DESTRUCTION**

Section 6.1 Repair.

Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under ARTICLE VII;
- 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, including every owner of a unit or limited common area that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in ARTICLE X.

Insurance deductibles and the cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any insurance shall be a common expense.

Section 6.2 Application of Insurance Proceeds.

If the entire Condominium is not completely repaired or replaced:

REMOVAL FROM THE CONDOMINIUM ACT
ARTICLE VII

The Association shall maintain comprehensive commercial liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be changed in the Board's discretion.

Section 6.3 Association Public Liability Insurance.

Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the then-remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a unit owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's fixtures, permanent improvements and betterments within the unit, the unit owner shall be responsible for the expense of repair or replacement thereof.

- A. The insurance proceeds attributable to the damaged units and common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- B. The insurance proceeds actually received by the Association and attributable to units that are not rebuilt, including without limitation the interest in the common elements and in limited common elements, shall be distributed to such unit owners and their mortgagees; and
- C. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Section 8.4

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 unit owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.3

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 interest divested from the partially acquired unit shall automatically be reallocated to that unit and the remaining units in proportion to their respective allocated interests of those units with the partially acquired unit participating in the reallocation on the basis of its reduced allocated interests.

Section 8.2

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 the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, 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 instrument reflecting the reallocations.

Section 8.1

ARTICLE VIII
EMINENT DOMAIN

Upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

Section 7.2

The submission of the Property to the Condominium Act herein shall not be terminated unless (i) eighty percent (80%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act and (ii) the percentage of the Eligible Mortgage Holders required by Article X 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.

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. As such, each unit owner, except the Declarant (or its successors or assigns) with respect to unsold units, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a proposed acquisition by eminent domain. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgagee of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of units and/or common elements.

ARTICLE IX GENERAL ADMINISTRATIVE PROVISIONS

Section 9.1 Easement for Access, Utilities and Support.

A. Appurtenant to each unit is 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 streets adjoining the Property.

B. The Association, the Declarant, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act and the Bylaws. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time or notified in advance of such entry.

C. 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.

D. Each unit sharing a party wall with the adjacent unit shall have an easement for support from such other unit, and an easement for driving and removing nails, screws, bolts and other attachment devices into the unit side surface of the party wall, whether concrete or framing which supports the dry wall, to the extent such nails, screws, bolts and other attachment devices may encroach into the adjoining unit or common areas; provided, however, that any such action shall not adversely affect either the structural, thermal or acoustical character of the party wall.

Section 9.2 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for structural and lateral support over every other unit and over the common elements and limited common elements; each unit, the common elements and limited common elements shall be subject to an easement for structural and lateral support in favor of every other unit. If any portion of the common elements or limited common elements hereafter encroaches upon any other unit or upon any portion of the common elements or limited common elements, as a result of settling or shifting of any Building in which they are located or other than as a result of the purposeful or negligent act or omission of the owner of the encroaching unit or of the Association in the case of encroachments by the common elements or limited common elements, a valid easement appurtenant to the encroaching units, common elements or limited common elements for said encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of a taking in the nature of eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the common elements or limited common elements

limited common elements due to such rebuilding, shall be permitted, and valid easements or apurtenant to the encroaching units, common elements or limited common elements for such encroachments and the maintenance thereof shall exist so long as that Building as so rebuilt shall stand. Notwithstanding any of the foregoing, the Declarant, as builder of the units, shall have no liability for immaterial deviations from the Plat that result in encroachments which are subject to easements under this Section 9.2.

Each unit sharing a party wall with an adjacent unit shall have an apurtenant easement to the extent necessary for structural and lateral support and for acoustical and thermal integrity from the adjacent unit sharing such party wall.

Section 9.3 Use.

Each unit may be used and occupied subject to all restrictions contained in this Declaration, the Bylaws of the Association, and the rules and regulations of the Association, as amended from time to time. The units are restricted to single-family residential use, except that the Declarant may use the Property in the exercise of Special Declarant Rights and unit owners may use their units as home offices for telecommuting purposes; provided, however, that, with respect to use other than by Declarant pursuant to its Special Declarant Rights, no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall occupy such unit. Except by Declarant pursuant to its Special Declarant Rights, no unit owner shall be allowed to install a sign visible from the common elements or limited common elements indicating or advertising a commercial use or home office use in any unit. Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances and regulations, and unit owners indemnify and hold harmless the Association and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.4 Pets.

The keeping, boarding and/or raising of farm animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements or limited common elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other domesticated species of animals is permitted subject to regulation by the Board. All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit, and pets and animals shall not be permitted outside of a unit except on a leash attended by a responsible person. The unit owner is responsible for the clean up of the pet's excrement. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside without both wearing a leash and being under the immediate supervision of a responsible person. With respect to all animals, except fish, the aggregate number of animals per unit shall not exceed two (2). The Association shall have the power to further regulate pets and animals under the Bylaws or rules and regulations of the Association as promulgated or amended from time to time, including without limitation the power to regulate the size and species of pet, to establish additional behavior requirements and to expel any offending pets and animals from the Property.

Section 9.5 Leasing of Units.

All leases of units must be in writing in a form approved by the Board. No unit shall be rented for transient or hotel purposes or in any event for an initial term with any tenant of less than six (6) months and no portion of any unit (other than the entire unit) shall be leased for any period, except as allowed in writing by the Board. The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide

that the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder 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. Each unit owner, promptly following the execution of any lease of a unit, shall forward a conformed copy thereof to the Board.

Section 9.6 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited 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 unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance or administrative ruling.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 10.1

Any first mortgagee of a unit may file a request identifying itself as a first mortgage holder and the number of the unit encumbered by its mortgage with the Association by certified or registered first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an "Eligible Mortgage Holder"; the Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders 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 quarterly common charges, 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 the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;

D. Any condemnation proceeding against any of the Property;

E. Material destruction of any portion of the common elements or limited common elements or any improvements thereon; or

F. 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 10.2

For a material amendment to the Declaration except in connection with the exercise of Special Declarant Rights, 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 assessment liens;
- C. Reserves for maintenance, repair and replacement;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of pro rata interests in the common elements or limited common elements or rights to their use;
- F. Boundaries of any unit;
- G. Convertibility of units into common elements or vice versa;
- H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or fidelity bonds;
- J. The rights to lease units;
- K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- L. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- M. Restoration or repair of the Property (after damage or destruction, partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;
- N. Any action to terminate 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 subsection 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 quarterly 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.

When unit owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least 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 the Declaration shall be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

Section 10.3 Records.

An Eligible Mortgage Holder may, at its sole expense, 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. After the first conveyance of an individual unit (as distinguished from the conveyance of the entire project or Condominium) by the Declarant, the Association shall have an audited financial statement prepared within one hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from a holder of a mortgage on a unit, an insurer thereof, or an institutional guarantor thereof, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party.

requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

Section 10.4 Dispositions by Mortgages.

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 of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

**ARTICLE XI
ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.**

Section 11.1 Common Expense Assessments

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule C, subject to the following:

- A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.
- B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.
- C. 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. Electricity, gas, water, sewer, cable television and telephone services, if such services are available, shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity, gas, water and sewer 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 assessments against unit(s) shall be allowed or made based on the frequency or intensity of use of common elements or limited common elements, except as expressly provided in this Declaration.
- E. No adjustment to the common expense assessments against unit(s) shall be

“Common expenses” shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace portions of the units that are the Association’s responsibility pursuant to this Declaration and the common elements and limited common elements, as necessary to keep the same a first-class condition with respect to appearance, operation and function and utilities used in connection with the operation and maintenance of the common elements and limited common elements.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection (including without limitation reasonable attorneys’ fees) 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 unit owner from any personal liability for any unpaid portion of the lien. The recording of this Declaration

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.

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 one (1) quarter's 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. While the Declarant controls the Association pursuant to this Declaration, the Declarant shall not use the working capital fund described above in this paragraph to offset its expenses, to make the required working capital fund contributions for units owned by the Declarant (except to reimburse itself as provided above), or to fund initial construction costs.

The Declarant shall not be liable for any assessments for any particular unit owned by the Declarant until the later to occur of (i) sixty (60) days after the first conveyance of any unit to a purchaser, (ii) until the Association makes its first common expense assessment, or (iii) the date upon which a such unit owned by the Declarant is ready for occupancy.

Section 11.2 Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit 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 a unit owner, members of his/her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the unit other than required by this Declaration, or the unit owner, members of his/her family, guests or tenants, damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, 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/septic and/or other utility services and equipment. The expense of charges for water and sewer/septic services and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board in their discretion and assessed quarterly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the water and septic systems may be assessed either as a common expense or as a service charge.

C. Insurance premiums on permanent improvements to units installed by unit owners and insured by the request of the unit owner with the Association's hazard insurance carrier.

Section 11.3 Liability.

Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, 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 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners. After the first conveyance of an individual unit, the budget shall contain funding for an adequate reserves for replacements or improvements to the common elements and to those limited common elements that the Association is obligated to maintain.

Section 11.5 Violations.

Any unit owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the unit owner may be prohibited by the Board from the use and enjoyment of any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

ARTICLE XII
MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Generally the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with the Section 1603-107(a) of the Maine Condominium Act. Every owner shall perform promptly all maintenance and repair work on his unit that, if omitted, would affect the Condominium in its entirety, the common elements, or other unit(s), and any such unit owner shall be responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association, after notice to the owner and opportunity to be heard before the Board of Directors, shall be entitled to assess the expense thereof as a

service charge due in full at the time of the next regular monthly payment.

B. Each unit owner shall keep and maintain his unit and its equipment,

fixtures appliances and appurtenances in good order, condition and repair and in a clean

and sanitary condition, whether such maintenance and repair shall be structural or

nonstructural, ordinary or extraordinary, and shall do all redecorating and painting which

may at any time be necessary to maintain the good appearance and condition of his unit.

No unit owner shall sweep or throw, or permit to be swept or thrown, from his unit onto

the common elements or limited common elements any dirt, debris, trash or other

substance. In addition, each unit owner shall be responsible for all damage to any other

units or to the common elements or limited common elements resulting from his failure

or negligence to make any of the repairs required by this Article XII. Each unit owner

shall perform his maintenance responsibility in such manner as shall not unreasonably

disturb or interfere with the other unit owners. Each unit Owner shall promptly report to

the Board of Directors or the managing agent any defect or need for repairs for which the

Association is responsible.

C. Trash, garbage and other waste shall be kept only in sanitary

containers and shall be disposed of in such manner as may be prescribed from time to

time in accordance with rules and regulations established by the Board of Directors;

provided, however, that all trash, garbage and other waste shall be kept indoors in

containers provided for such purposes until ~~collected or removed~~ ^{collected or removed} for pick up. No articles of

personal property belonging to any unit owners shall be stored in any portion of the

common elements or hallway, corridor, stairway, lobby and entryway limited common

elements.

D. No member shall overload the electrical wiring in a Building or

operate any machinery, appliances, accessories or equipment in such a manner as to

cause, in the judgment of the Board of Directors, any unreasonable disturbance or make

any alterations to or connections with the heating, plumbing, electrical or sewage disposal

systems without the prior written consent of the Board of Directors.

F. Each unit shall deposit only food waste in the garbage-disposal

system and tissue paper and human waste in the toilets.

F. No unit owner shall use his unit in such a manner as to create a

nuisance or disturbance of other unit owners. No unit owner shall play or permit to be

played any musical instrument or operate or permit to be operated a stereo system,

television, or other electronic or mechanical, sound-producing machinery, appliance or

device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such

playing or operation shall disturb or annoy the occupants of any other unit. No unit owner

shall erect or maintain an outside television or radio antenna, except for small satellite

dishes not in excess of 18 inches in diameter which may be installed with the prior

written consent of, and pursuant to any conditions imposed by, the Board of Directors,

and which nevertheless must be installed (i) such that they are not visible from public

streets, (ii) such that no more than one dish is installed on any building, which dish, if

installed, could be used by all of the units in such building desiring access to the dish, and

(iii) otherwise in the most visually discrete manner.

G. Unit owners shall maintain the interior of their units during the

heating season at a temperature of at least 50 degrees Fahrenheit at all times.

H. Pursuant to the approvals received from the City of Portland, the

collected by a private trash collection with monthly fee shall be paid by the Assoc. No public trash collection is available as a result of trash, garbage & other waste shall be

following restrictions apply to the Condominium. (1) The Association shall be responsible for all snow plowing, salting, sanding, snow removal, repairs and maintenance to "_____ Drive." The Association shall have snowfall in excess of 3 inches disposed of by removal of such snow from the Property.

I. Common elements and limited common elements provided for access to the units, including without limitation hallways, corridors, stairways, entryways, lobbies, sidewalks, and pathways, shall be used only for access to and from units by pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

J. Any awnings installed on balconies associated with Units must be maintained by the unit owner in a good, safe and attractive condition or if not maintained in such condition, must promptly be removed by the unit owner. In the event that a unit owner fails to maintain or remove such awning, after written notice and a 30-day opportunity to remedy such failure, the Association may enter the unit and remove the awning and charge the cost of such removal to the unit owner as a service charge.

Section 12.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the portions of the units that are the Association's responsibility under this Declaration, the common elements including the limited common elements (except as otherwise specifically provided herein) and shall establish reasonable reserves for such purposes. 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 upon written notice after the Declarant Control Period expires.

Section 12.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially affect the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, signs, canopies, sheds or other structures, plant or remove trees, shrubs or materially alter the landscape or grading, limited common elements, or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein, without the written permission of the Board.

Notwithstanding the foregoing, each Unit owner may, at the Unit owner's cost, install a standard window air conditioning unit in a window in each of the master bedroom and the living room, provided that such air conditioning units must be located on the water side (i.e. the back side) of the Unit. Any such window air conditioning units installed by a Unit owner will be installed according to the manufacturer's instructions, in compliance with all applicable law, and in a manner that does not materially affect the structure or the weather tightness of the Unit. The Unit owner shall maintain in an attractive and good condition any window air conditioning unit installed in the Unit.

Section 12.4 Preservation of Property.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value of the Property or any component thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board. None of the Board, the Association or any managing agent is responsible

for the safety and security of vehicles or other personal property of any nature in the units or left on or used on the common elements or limited common elements.

Section 12.5 Liability for Damage.

Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents, contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

ARTICLE XIII
ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine and to be known as the "Fort Sumner Place Condominium Association". Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association, all as if fully set forth herein.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Interpretation.

In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern.

Section 14.2 Conflict.

If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or 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 of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 14.3 General Provisions.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.
B. 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.
C. 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 that may occur.

Section 14.4 Interpretation.
Any dispute or disagreement between unit owners with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board, which determination shall be final and binding on all parties.

Section 14.5 Invalidity.
If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a unit, or the rules and regulations of the Association 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 14.6 Dispute Resolution.
Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the By-laws, the rules and regulations issued by the Association or a decision of the Association.
In any dispute between one or more unit owners and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. As such, each unit owner, except the Declarant, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a dispute with the Declarant. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. In any dispute between one or more unit owners arising under this Declaration, prior to formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

ARTICLE XV
NOTICES

Section 15.1

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 to such unit owner respectively either by delivering it in person, by sending it to his/her unit by first-class United States mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of February _____, 2004.

Fort Summer LLC

Witness
By: _____
Laurence Eubank
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2004

Personally appeared before me the above-named Laurence Eubank, Manager of Fort Summer LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Attorney-at-Law/Notary Public
Print name:

SCHEDULE B

Unit No. Common Element and
Assessment Interest
 Voting Interest Parking Spaces

1	12.5%	1
2	12.5%	1
3	12.5%	1
4	12.5%	1
5	12.5%	1
6	12.5%	1
7	12.5%	1
8	12.5%	1
<hr/>		
Total	100.00%	8

Sarah Hopkins - Re: Summer Court, 117 Sheridan Street

From: Alex Jaegerman
To: Chris Cavendish; Kandi Talbot
Date: 01/05/2005 10:33 AM
Subject: Re: Summer Court, 117 Sheridan Street
CC: Jennifer Dorr; Sarah Hopkins; Scott Teas

Chris:

Your inquiry is forwarded to me because Kandise is out on leave for a while. In turn, will refer this to Sarah Hopkins, who will be back next week and will have a large pile of inquiries to consider. We will therefore get back to you some time later next week.

As for the matter at hand, by all means, forward the material as it becomes available and we will review it as soon as we can. Please copy Sarah Hopkins on all submissions and correspondence.

Alex.

Alexander Jaegerman, AICP
Planning Division Director
389 Congress Street, Suite 400
Portland, ME 04101

Phone: (207)874-8724

>>> Chris Cavendish <CSC@TFHArchitects.com> 01/03/2005 9:12:56 AM >>>

Dear Kandi,
I hope you had a happy holiday and that warm memories were made. I am writing today with regards to Summer Court and the documents my client is about to submit for review by staff for fulfillment of conditions set by the PPB. Its our belief that the changes we have made will satisfy those conditions, however one item remains outstanding. That item is the agreement between the southerly abutter and my client. As it stands we are awaiting the final execution of this agreement which appears to be imminent. In order to expedite the approval process of a building permit for this project my client would like to submit our documents before this execution has taken place with the understanding that we will, upon receipt of the legal documentation, forward this on to you. Will it be acceptable to provide you with all other documentation pertaining to the conditions be acceptable.

Sincerely yours,

Christopher Cavendish
TFH Architects
100 Commercial Street
Portland, ME 04101
Ph. 207.775.6141

From: Jon Giles
To: Kandi Talbot
Date: 12/30/2004 9:36:04 AM
Subject: Fwd: Re: sheridan street

Kandi,
 I think it might be possible, but is there a sketch of what and where they are proposing the turnaround to be? It might work out well for the City as we want an access point to our property behind 117 Sheridan St as well. But let's see what they are proposing first before we grant them that right.

Jon

>>> Kandi Talbot 12/16/2004 11:00:33 AM >>>

Jon,

A piece of property is proposed to be developed at 117 Sheridan Street. This property abuts City property. Because the parking lot is so tight, the applicant is looking to see if the City would give them an easement to construct a turnaround on the City property to make maneuvering easier. What is your thought on this? Thanks.

Kandi

CC: Penny Littell

Planning and Development Department
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 2/1/05

Name of Project:

SUMNER LANE

Address/Location:

117 SHERMAN ST, PORTLAND, ME.

Developer:

L. EUBANKS - EAST SUMNER LLC

Form of Performance Guarantee:

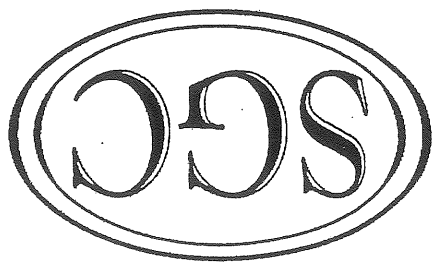
Type of Development: Subdivision BLIND MULTI-FAMILY RESIDENCE Plan (Major/Minor)

TO BE FILLED OUT BY THE APPLICANT:

PUBLIC PRIVATE

Item Subtotal

Item	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
1. STREET/SIDEWALK						
Road/Parking Areas						
Curbing						
Sidewalks						
Espalades						
Monuments						
Street Lighting						
Street Opening Repairs						
Other						
2. EARTH WORK						
Cut						
Fill						
3. SANITARY SEWER						
Manholes						
Piping						
Connections						
Main Line Piping						
House Sewer Service Piping						
Pump Stations						
Other TIE-INS						
4. WATER MAINS						
30LF			\$ 840.00	30LF		\$ 960.00
5. STORM DRAINAGE						
Manholes						
Catchbasins						
Piping						
Detention Basin						
Stormwater Quality Units						
Other BACKFLOW PREVENTER						
1EA			\$ 1680.00	20LF		\$ 1230.00
15LF			\$ 450.00			
1EA			\$ 340.00			
15LF			\$ 300.00			
2EA			\$ 520.00			
30LF			\$ 840.00			
1EA			\$ 340.00			
20LF			\$ 300.00			
1870CY			\$ 800.00			
1300CY			\$ 1000.00			
370LF			\$ 1092.00			
600.00			\$ 600.00			
3000.00			\$ 3000.00			
17580			\$ 17580.00			
14700			\$ 14700.00			
15075.00			\$ 15075.00			
4220.00			\$ 4220.00			



June 29, 2004

**SURVEY REPORT
 BOUNDARY LINE RETRACEMENT
 LAND NOW OR FORMERLY OF THOMAS ALLEN COX
 DEED BOOK 14482 PAGE 126
 109-117 SHERIDAN STREET
 PORTLAND, ME**

I. Introduction

Field work was performed between May 14 and May 19, 2004. The survey consisted of a closed traverse encompassing an area bounded westerly by Sheridan Street, northerly by Walnut Street, easterly by North Street and southerly by Cumberland Avenue. Right-of-way monuments on Cumberland and North Street were recovered during the course of the survey. John Giles, City of Portland GIS coordinator, has dated the "M" monuments circa 1820. No record local monumentation was recovered other than the right-of-way monuments.

The basis of bearing for the survey is Maine State Plane Coordinate System (NAD 83) West Zone as Determined by Static GPS observations.

II. Research

The primary sources for research were the Cumberland County Registry of Deeds, City of Portland Archives, City of Portland Tax Assessors, and R.W. Easton Associates Inc. (PLS No. 2075).

III. Findings of Fact

The boundary lines determined from deed conveyances and the actual physical lines of possession determined from an on-the-ground field survey are in conflict with each other. The following summarizes our research effort.

Source of Title

Proprietary Title was retraced to Rev. Thos. Smith, Deed Book 39, Page 378 (1793). For practical purposes the chain of title can be further divided into two sources:



1. For war purposes the Rev. Thos. Smith granted to the United States what is commonly known as the "Fort Sumner Lot," Deed Book 28, Page 510 (1794).
2. What is commonly known as the "William Boyd Estate," Deed book 169, Page 478 (1841).

Fort Sumner

No original monumentation was found for the Fort Sumner Lot. However, the easterly boundary of the Fort Sumner Lot is described as being the same as the westerly sideline of North Street. The original bound of North Street was retraced utilizing city records and monuments.

Through unknown conveyances John Anderson acquires the Fort Sumner lot, prior to 1865. John Anderson Dies and his estate is divided amongst his heirs, Deed book 394, Page 309 (1872). The following boundary lines can be retraced sequentially from conveyances made by the heirs of John Anderson:

Please refer to the attached worksheet for lot numbers and line designations regarding the following statements.

1. Lot 7 - Deed Book 695, Page 184 (1906): Describes a lot that is bounded on the north by a line established in Deed Book 437, Page 385 (1877) (LINE B), on the east by a line established in Deed Book 695, Page 184 (1906) (LINE A), on the south by the southerly line Fort Sumner (LINE E). Deed Book 695, Page 184 (1906) specifies a distance of 19.37' (for LINE A) running parallel to the westerly line of Fort Sumner (LINE C). The analysis of record information associated with LINE A, B, C results in a distance of 27.9' for LINE A. Please note that the reporting of a distance to 0.01' during this time period (1906) is unusual.
2. Lot 8 - Deed Book 695, Page 362 (1906): Describes a lot that is bounded on the south by LINE B, on the east by an extension (20.78') of the line established in Deed Book 695, Page 184 (1906) (LINE A), on the west by the westerly line of Fort Sumner (LINE C). LINE C runs for a distance of 23.86' from the southerly bound of the herein conveyed lot (LINE B). The record distances for LINES A and C were held in establishing the northerly boundary line (LINE D).
3. Lot 9 - Deed Book 985, Page 319 (1917): Describes a lot that is bounded on the north by an extension of LINE D, on the west by LINE A, on the south by the southerly line of Fort Sumner (LINE E), and on the east by a line 33' easterly of LINE A and parallel to Sheridan Street (depicted as LINE F).

William Boyd Estate

Common lines (LINES C, E, G, N) were established as common lines between the William Boyd Estate and the Fort Sumner lot using Deed Book 169, Page 478 (1841).

William Hoyt acquires (through several conveyances) lot number 8 and part of 9 as shown on plan number six made in the division of the William Boyd Estate recorded in Deed book 169, Page 497. The following boundary lines can be retraced sequentially from conveyances made by William Hoyt:

1. Lot 1 - Deed Book 199, Page 404 (1846): Describes a lot bounded on the east by a line "commencing thirty five feet south westerly of said northerly corner...;" (corner of LINE G, E) and perpendicular to LINE E (Depicted as LINE H), on the north by Fort Sumner (LINE E), on the south by the southerly line of a passageway (LINE M) "Reserving however a passageway sixteen feet in width across the south easterly side of the herein described lot for the accommodation of this and the adjoining lots;" and on the west by a line 45' westerly and parallel to LINE H (Depicted as LINE I).

2. Lot 2 - Deed Book 208, Page 239 (1848): Describes a lot bounded on the east by LINE I, on the south by a 16' passageway (LINE J), on the west by a line 35' westerly of LINE I (Depicted as LINE K) and on the north by a line 50' northerly of LINE J "Excepting what may belong to what is know as Fort Sumner..;" (Depicted as LINES L, and E).

3. Lot 3 - Deed Book 211, Page 261 (1848): Describes a lot bounded on the east by Fort Sumner LINE G, on the south by a 13' passageway (LINE M), on the north by Fort Sumner (LINE E), and on the west by LINE H. The location of the 13' passageway by record information is ambiguous and two scenarios can be derived:

1. Scenario 1 - Deed Book 211, Page 261 (1848) Describes the northerly line of the passageway to be a distance of 36' southerly along LINE H, creating a 1' shift between the northerly line of the 16' and 13' passageways.

2. Scenario 2 - Deed Book 214, Page 517 (1848) Describes the southerly line of the passageway to be a distance of 36' along LINE G from the intersection of LINE N and LINE G, creating a 1.5' shift between the southerly line of the 16' and the 13' passageways. Deed Book 214, Page 517 further describes the southerly line of the 16' and 13' passageways as thus: "thence southwesterly by said passageway and by a 16' passageway..;"

The intent of Scenario 2 that the southerly lines be contiguous was held.

4. Lot 4 - Deed Book 211, Page 378 (1848): Describes a lot bounded on the east by LINE C, on the north by a line parallel and 36' northerly of LINE L, and on the south by LINE L. The westerly





boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

5. Lot 5 - Deed Book 214, Page 517 (1848): Describes a lot bounded on the east by Fort Sumner (LINE G), on the north by a 13' passageway, on the south by the southerly boundary of lot 9 made in the division of the William Boyd Estate (LINE N), and westerly by a line 50' distant from the intersection of LINES G and M and perpendicular to the 16' passageway (LINE M).

Title to this lot changes hands several times and may be with the heirs of Ezra T. Williams, Deed Book 311, Page 146 (1862). Williams dies and title is transferred to his heirs. His heirs are unclear due to a fire that destroyed Probate Records for the period of 1820-1905.

6. Lot 6 - Deed Book 235, Page 468 (1852): Describes a lot bounded on the east by LINE K, on the north by LINE L, and on the south by the 16' passageway. The westerly boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

IV. Conclusion

Locus Deed Book 14482, Page 127 (1999) is depicted on the City of Portland's current Tax Map number 13 as five lots: Tax lot 28, 33, 36, 66 and 67 (passageway).

This report is meant to highlight the construction of the Cox property, as depicted on the accompanying Preliminary Worksheet, based on the best available evidence and operative record information. It is not a comprehensive Surveyor Report that outlines all of the specific issues associated with the property. At best, it can be stated that the record information is full of ambiguity and poor boundary descriptions. This report is provided, at the request of our client, as information to be used in the effort associated with obtaining Title Insurance for the property.

Please contact me directly if you have any questions or require additional information.

Sincerely,
SGC Engineering, LLC

Timothy A. Patch, PLS
President

From: Jon Giles
To: Kandi Talbot
Date: Thu, Dec 30, 2004 9:36 AM
Subject: Fwd: Re: sheridan street

Kandi,
I think it might be possible, but is there a sketch of what and where they are proposing the turnaround to be? It might work out well for the City as we want an access point to our property behind 117 Sheridan St as well. But let's see what they see what they are proposing first before we grant them that right.

Jon

>>> Kandi Talbot 12/16/2004 11:00:33 AM >>>
Jon,

A piece of property is proposed to be developed at 117 Sheridan Street. This property abuts City property. Because the parking lot is so tight, the applicant is looking to see if the City would give them an easement to construct a turnaround on the City property to make maneuvering easier. What is your thought on this? Thanks.

Kandi

CC: Penny Littlell

BYLAWS

of

FORT SUMNER PLACE CONDOMINIUM ASSOCIATION

ARTICLE I

CREATION AND APPLICATION

Section 1.01 Creation.

A. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as Fort Sumner Place Condominium (the "Condominium") located on Sheridan Street, Portland, Maine, to the Maine Condominium Act pursuant to Fort Sumner Place Condominium Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is Fort Sumner Place Condominium Association (the "Association").

B. The term "Premises" as used herein shall include the land, the building and all other improvements thereon (including the units, the common elements and all easements, rights and appurtenances belong thereto) and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Section 1.02 Application.

All present and future unit owners, mortgagees, lessees, and occupants of the Units, their employees, agents and invitees, and any other persons who may use the Premises in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office.

The principal office of the Association shall be located at the Condominium.

PURPOSES AND POWERS OF THE ASSOCIATION

ARTICLE II

Section 2.1 Purposes.

A. The purposes of the Association are to establish an association of unit owners pursuant to the Maine Condominium Act for the governance, operation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers.

A. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Non-Profit Corporations Act, all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

1. Adopt and amend these Bylaws and Rules and Regulations;
2. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from unit owners;
3. Hire and terminate managers and other employees, agents, and independent contractors;

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

5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of common elements provided, however, that the use of the limited common elements may not be changed without the consent of those unit owners affected or except as provided in the Declaration;

7. Cause additional improvements to be made as a part of the common elements, subject to the restrictions set forth herein and in the Declaration;

Section 2.3 Non-Profit Status.
 The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Premises, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

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

15. Exercise all other powers that may be exercised pursuant to the Maine
14. Exercise any other powers conferred by Declaration or Bylaws; and
13. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
12. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Maine Condominium Act;
11. Impose changes and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
10. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements;
9. Grant easements, leases and licenses for public utilities servicing or benefiting the Premises through or over the common elements;
8. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

ARTICLE III
ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members in the Association shall consist exclusively of all owners of units in the Condominium now or hereafter created in accordance with the Declaration or, following termination of the Condominium, of all former unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of interest in the unit accomplished in accordance with Declaration, whereupon such membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the second Saturday of June, or in the event that day is a legal holiday, then on the first day thereafter that is not a holiday. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of fifty percent (50%) or more in interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings.

A. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed Declaration or Bylaw amendment, any budget changes and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, 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 listed with the records of the Association as set forth below and to each Eligible Mortgage Holders if and as required by the Declaration:

1. By hand delivering it to him, or
2. By mailing it, postage prepaid, addressed to the member at the address of the

the Unit or any other address designated in writing by that member with the records of the

Association.

B. The notice of any meeting shall state the time and place of the meeting, and the

items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice.

The presence of all the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business.

A. The order of business at all meetings of the members shall be generally as follows, if applicable:

B. Multiple owners of a unit shall be deemed one owner. If only one of the multiple owners of a unit is present in person or by proxy at a meeting of the Association, he is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority

A. Any person, persons, partnership, corporation, trust, or other legal entity or a combination thereof, owning any unit (other than an interest held as security for an obligation) duly recorded in his, their or its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and may vote either in person or by proxy.

Section 3.9 Voting.

The presence at the beginning of any meeting of the Association, in person or by proxy of unit owners whose aggregate voting interest constitutes more than fifty-one percent (51%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.8 Quorum.

At all meetings of the members or of the Board of Directors, Roberts Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or the Declaration as the case may be shall prevail.

3.7 Parliamentary Procedure.

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Report of Board of Directors.
6. Report of committees.
7. Election of the Board of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that unit unless any of the other owners of the unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a unit may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, 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 of record by a duly recorded conveyance. If the unit has not been so transferred, he shall satisfy the secretary that he so holds the unit.

E. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each unit shall have the vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those members present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those persons receiving the greatest number of votes, though less than a majority, shall be elected. To the extent required by the Condominium Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such unit owners are present.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting as originally called.

Section 3.10 Adjournment.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members at a meeting duly called therefor.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Number and Qualifications.

The affairs of the Association shall be governed by a Board of Directors, which initially shall be composed of three (3) directors appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect five (5) directors; a majority of such directors shall be the owner or the spouse of an owner of a unit, or if a unit owner is a corporation, partnership, trust or estate, then a designated agent thereof. The number of directors may be changed by amendment to these Bylaws.

Section 4.2 Election and Term of Office.

Initially upon expiration of the Declarant Control Period, two (2) directors shall be elected for a term of one year each and three (3) for a term of two (2) years each. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties.
 The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically are reserved to the members.

Section 4.4 Other Duties.
 In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the common elements and limited common elements, including the maintenance, repair and replacement thereof;
- C. Determination and collection of common expenses assessments and service charges from the owners and the regulation of the Association's fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of common elements and limited common elements and for contingencies;
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the common elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.
 The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on ninety (90) days notice at any time with or without

cause after the expiration of such period.

Section 4.6 Appointment and Vacancies.

A vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the expiration of the Declarant Control Period shall be filled by vote of the members. Vacancies in the Board of Directors prior to the expiration of the term of a director caused by any other reason shall be filled by vote of the other directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors.

At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by the members. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final.

Section 4.8 Compensation.

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association members and at the same place, and no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his unit, or by telephone, at least ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings.

Special meetings of the Board of Directors may be called by the President on ten (10) days' prior notice to each Director, given personally or by delivery to his unit, 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 upon the written request of two (2) or more Directors.

Section 4.12 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 shall be a waiver of notice by him of the time and place thereof, unless such Director's attendance is only to object to the form of notice of such meeting. If all the Directors are present at any meeting of the Board, except to object as provided above, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum.

At all meetings of the Board of Directors, the presence of a majority of the Directors at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action that may be taken at a meeting of the 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

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and

Section 5.5 Treasurer.

The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Board of Directors.

Section 5.4 President.

Upon a majority vote 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. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.3 Removal 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.

Section 5.2 Election of Officers.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be necessary.

Section 5.1 Designation.

OFFICERS

ARTICLE V

shall have the same effect as a unanimous vote at a duly-called Directors' meeting.

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 to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Board of Directors 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 offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant 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.

Section 5.7 Auditor.

The members 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.

Section 5.8 Amendments to Declaration.

The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI

FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 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. All financial records of the Association, except as provided in the Declaration, shall

be available for examination by unit owners, mortgagees and their duly authorized agents and accountants at reasonable times with reasonable advance notice.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. As provided in the Declaration, the proposed budget approved by the Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

1. Management and administration expenses;

2. The cost of operation, repairs, maintenance, replacement, and

improvements of common elements, limited common elements and facilities benefiting the

Premises;

3. The cost of such insurance, bonds, services and utilities as may be

furnished by the Association, other than such items for which a service charge is assessed;

4. The establishment and maintenance of adequate working capital and

operating reserves including general operating reserves, reserves for contingencies, for losses not covered by insurance or due to insurance deductibles, and reserves for periodic

maintenance, repair and replacement of the common elements and limited common elements

the Association is obligated to maintain, all to be held in a segregated 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; and

5. Such other expenses of the Association as may be approved by the Board

of Directors including operating deficiencies, if any, for prior periods.

not necessary to establish or perfect the lien. the Association or by an agent authorized by the Board of Directors but such recorded notice is time stating the amount and nature of the lien against a unit, signed by an officer or director of late charges, interest and costs of collection. The Association may record a notice from time to notice and perfection of the lien for assessments, service charges, user fees, including penalties, constitute a lien on the unit of such member. Recording of the Declaration constitutes record

Directors, interest and all costs of collection, including reasonable attorneys' fees, shall assessments and service charges with such late charges as may be determined by the Board of may be set by vote of the Board prior to the date on which the payment came due. Such

thereof shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as of the assessments or any other service charges, user fees and penalties, thereafter the amount thereof shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due his share thereof shall immediately become due and payable in full. have been paid prior to the expiration of the 20-day cure period), the entire remaining balance written notices of default in any calendar year (notwithstanding that the quarterly installments upon twenty (20) days written notice of default or once a member has been provided two (2) year, provided, however, that if any such installment is not paid when due, then if not paid quarterly installments in advance on or before January 1, April 1, July 1, and October 1 of each pertinent fiscal period. Each member shall pay his share of the common expense liability in against his unit for his entire fractional share of the assessments at the commencement of the expense liability. Each member shall become liable to the Association, and a lien shall arise net of other income and service charges as defined herein, multiplied by his respective common the Declaration without setoff or deduction in an amount equal to the total Association budget, D. Each member shall pay his share of common expense assessments as defined in a statement is sent.

but each member shall pay his assessment promptly when due regardless of whether such send periodic statements to members showing the amount of common expense assessments deliver or to adopt such budget shall not waive or release such obligation. The Association may quarterly amount which had been previously established; any delay or failure to estimate, to C. Until an annual budget is adopted, the members shall continue to pay that

A. If at any time the Board shall determine the amount of the common expense assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such

Section 6.4 Revised and Special Assessments.

Service charges (other than common expenses assessments) may be assessed separately to each unit or group of units benefited thereby and shall be paid by the unit owner(s) within fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the unit of the same status as a lien for common charges set forth in Section 6.2 above.

Section 6.3 Service Charges.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessors remedies against the delinquent owner's unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time. The delinquent owner shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure. In any action to foreclose the lien for common expense assessments, service charges, user fees, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a unit, the Association may act through, its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the unit. Suit to recover a money judgment for unpaid common expense assessments, service charges, user fees and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same. Any lien created hereunder is extinguished unless action to enforce the lien is started within three (3) years after the full amount of the assessment becomes due.

fiscal year and thereafter quarterly common expense assessments shall be determined and paid on the basis of such revision.

B. The Board may, upon determining that circumstances exist that require

immediate assessment of the members, make special assessments, not to exceed an amount equal to one current quarterly assessment for each unit, unless approved by the members, which special assessments shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year.

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

Section 6.6 Capital Improvements.

The approval of sixty-seven percent (67%) of the members shall be required to make a capital improvement to the common elements in an amount in excess of thirty-five percent (35%) of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all unit owners as an assessment.

Section 6.7 Use of Units.

All units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and the rules and regulations established by the Board of Directors.

Section 6.8 Enforcement of Declaration and Bylaws.

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

Section 6.9 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the buildings, common elements and limited common elements of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such rules and regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each unit and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 6.10 Restrictions.

A. As an amendment to these Bylaws and subject to the Declaration, the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of units and the use of common elements and limited common elements designed to prevent unreasonable interference with the use and enjoyment of the Condominium by other unit owners. The following restrictions shall apply initially in addition to those expressed elsewhere in these Bylaws or in the Declaration:

1. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Board of Directors. No articles of personal property belonging to any unit owners shall be stored in any portion of the common elements or limited common elements, except that outdoor furniture may be stored on patios, decks, balconies and porches.

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

3. Each unit shall deposit only tissue paper and human waste in the toilets. Garbage disposals are not allowed in any unit.

4. No unit owner shall play or permit to be played any musical instrument

or operate or permit to be operated a stereo, television set, or other sound producing electronic device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other unit.

Section 6.11 Right of Entry.

Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any unit in case of any emergency originating in or threatening such unit or adjoining common elements or limited common elements whether or not the owner or occupant is present at the time, and upon prior notice to enter any unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the common elements or limited common elements thereon or accessible therefrom.

Section 6.12 Title.

Every unit owner shall promptly record in the Cumberland County Registry of Deeds the deed, assignment, mortgage or other conveyance to him or his unit or security interest therein or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.13 Insurance.

A. The Association shall maintain, to the extent reasonably available:

1. Property insurance on the common elements, limited common elements and on the units, (exclusive of improvements, fixtures and betterments installed in or about units by unit owners unless expressly listed and insured through the Association's policy), insuring against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall as near as is practicable to 100% of the replacement cost (unless the Board of Directors elect a higher level of coverage), exclusive of land, excavations, foundations and other items normally excluded from property policies, but with such deductible as determined by the Board of Directors but not to exceed the lesser of \$10,000 or 1% of the policy face amount;

- Condominium unit owner or members of his household;
2. The insurer waives its right to subrogation under the policy against any the Association; arising out of his ownership of an undivided interest in the common elements or membership in
 1. A unit owner is an insured person under the policy with respect to liability
- D. Insurance policies carried pursuant to Subsections (A) and (C) shall provide: the Declaration.
- and to all Eligible Mortgagees who have filed notice with the Association in accordance with notice of that fact to be hand-delivered or sent prepaid by United States Mail to all unit owners
- C. If the insurance described above is not maintained, the Association shall cause balance. The premiums on such bonds shall be paid by the Association.
- months common expense assessments plus the amount of the Association's reserve account custody of the Association or any management agent at any time but not less than three (3) funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the require all officers and employees of the Association handling or responsible for Association
- B. Except during the period of Declarant control, the Board of Directors shall determine is appropriate.
5. Such other insurance as the Board of Directors of the Association may X on rights of mortgagees; and
4. Such other insurance as may be required by the Declaration under Article coverage available under the appropriate national Flood Insurance Administration program; hazard area equal to the greater of 100% of the insurable value of the Property or the maximum
 3. Flood insurance if any or all of the Property is located in a special flood Association;
- elements, limited common elements and all other areas under the supervision or control of the arising out of or in connection with the use, ownership, or maintenance of the common \$2,000,000.00 for any single occurrence covering all occurrences commonly insured against which the Association is a party, in an amount determined by the Board of Directors but at least damage and medical payments insurance and for claims related to employment contracts to
2. General commercial liability insurance including bodily injury, property

3. No act or omission by any insured will be a defense to recovery under the policy;

4. If, at the time of a loss under the policy, there is other insurance in the

name of a unit owner covering the same property covered by the Association's policy, the Association's policy is primary insurance and not contributing with the other insurance; and

5. A standard "mortgage clause" which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board of Directors or owners or any

persons under any of them; and

(c) Waive any provision invalidating such mortgage clauses by

reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause.

E. All insurance policies shall provide that the named insured is "Fort Sumner

Place Condominium Association, for the use and benefit of the individual unit owners." All insurance policies shall require at least ten (10) days notice of cancellation to Eligible Mortgage Holders. Any loss covered by the property policy under subsection (A) shall be adjusted with

the Association, but the insurance proceeds for that loss shall be payable to the Association in trust for unit owners, mortgagees and other lien holders. Subject to the provisions of Subsection F, proceeds shall be disbursed first for the repair or restoration of the damaged common

elements, limited common elements and units, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements, limited common elements and units have been completely repaired or

restored, the repair or reconstruction is not undertaken, or the Condominium is terminated.

F. Unit owners shall not be prohibited from obtaining insurance for their own

benefit; provided, however, that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Board of Directors shall not be affected or diminished by such additional insurance obtained by any unit owner.

G. Any portion of the Condominium damaged or destroyed shall be repaired or

K. It shall be the responsibility of each unit owner to procure adequate insurance covering the contents of his unit, and any appliances, fixtures, betterments or improvements with the insurer.

J. In the event of a claim under any insurance maintained by the Association, the Board of Directors shall designate one or more persons to adjust the loss or otherwise negotiate amendment to the Declaration reflecting the reallocation.

I. Notwithstanding the provisions of this subsection, the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an

the unit owners in accordance with the Maine Condominium Act.

3. The remainder of the proceeds shall be held in trust to be distributed to all

common elements were allocated after payment of the holders of liens thereon; and distributed to the owners of each such unit and the owners of the units to which those limited Association and the unit's interest in limited common elements) which is not rebuilt shall be limitation, improvements constituting a permanent part of the unit which are insured by the

2. The insurance proceeds attributable to each unit, (including, without remainder of the Condominium;

elements shall be used to restore the damaged areas to a condition compatible with the

1. The insurance proceeds attributable to a damaged unit and common replaced:

Association's reserve account budget. If the entire Condominium is not completely repaired or shall be a common expense. Funds to cover the deductible amount shall be included in the

H. The cost of repair or replacement in excess of insurance proceeds and reserves of a unit or allocated limited common element that would not be rebuilt.

3. Eighty (80%) of the members vote not to rebuild, including every owner safety statute or ordinance; or

2. Repair or replacement would be illegal under any state or local health or

1. The Condominium is terminated; replaced promptly by the Association unless:

thereto installed by the owner, unless that owner has elected to procure insurance under the Association's policy as provided in these Bylaws and the Declaration.

ARTICLE VII

SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect.

All subsequent sales, leases or other transfers of a unit by a unit owner shall be subject in all respects to the Declaration, Bylaws, and rules and regulations of the Condominium.

Section 7.2 Leasing Restrictions.

A. No unit may be leased for transient purposes and no unit may be leased for a period of less than 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:

(i) requiring the tenant to comply with the Declaration, these Bylaws, and the rule's and regulations of the Association; (ii) providing that failure to comply with the foregoing constitutes a default under the lease; and (iii) 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. Each unit owner of a condominium unit shall, promptly following the execution of any written lease of a condominium unit, forward a true, executed copy thereof to the Board of Directors. The foregoing provisions of this paragraph shall not apply to a mortgage lender in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a unit fails to comply with the provisions of this Declaration, the Bylaws, the rules and regulations or a written lease, then, in addition to all other remedies that it may have, the Association may notify the owner of such violation(s) and demand that the same be remedied through the owner's efforts within a reasonable time after such notice in the judgment of the Directors. If such violation(s) is not remedied within said period, then the owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the owner fails

to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the owner and at the owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of service charges.

Section 7.3 Liability for Assessments, Etc.

In the transfer of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments and service charges, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or proposed purchaser under a purchase and sale contract, upon written request and upon payment of such fee as may be set by the Board of Directors, may obtain a statement from the Board of Directors setting forth the amount of unpaid assessments, service charges, user fees, penalties and interest against the unit, and the grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any, assessments, service charges, etc. arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements.

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

The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the

Section 9.2 Utility Services.

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

Section 9.1 Easements, Etc.

GENERAL ADMINISTRATION

ARTICLE IX

of Directors.
all as the Board of Directors may designate, unless otherwise unanimously voted by the Board Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), certificates, and all other instruments shall be signed or approved by the President or the All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices,

Section 8.1 Instruments Generally.

EXECUTION OF INSTRUMENTS

ARTICLE VIII

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of

Section 10.2 Indemnification.

thereof, unless the same has resulted from his own willful misconduct or gross negligence.

No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, 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 10.1 Exculpation.

LIABILITY OF DIRECTORS AND OFFICERS

ARTICLE X

common elements or limited common elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual unit or in any of the common elements, limited common elements or facilities. No set-off, diminution or abatement of common expenses assessments or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common elements, limited common elements or facilities or to any unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

ARTICLE XI

BYLAWS

Section 11.1 Amendment.

These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of sixty-seven percent (67%) or more of the members of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate may be recorded.

Section 11.2 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.

**DECLARATION OF
FORT SUMNER PLACE CONDOMINIUM**

**ARTICLE I
SUBMISSION**

Fort Sumner LLC, a Maine limited liability company with a place of business in South Portland, Maine (the "Declarant"), hereby submits the land, improvements and easements known as "Fort Sumner Place Condominium" with all buildings and improvements thereon located within the City of Portland, Cumberland County, Maine, and more particularly described in Schedule A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, and hereby creates "Fort Sumner Place Condominium" (the "Condominium"). The Property is shown on the condominium plat and plans to be recorded herewith in the Cumberland County Registry of Deeds identified as follows: "Condominium Plat for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by SGC Engineering, LLC and dated _____, 2004 (the "Plat") and "Condominium Plans for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by TFH Architects and dated _____, 2004 (the "Plans"). The unit owners' association shall be a Maine nonprofit corporation known as "For Sumner Place Condominium Association" (the "Association").

The Condominium created pursuant to this Declaration consists of the Property and eight (8) units known as Units 1 through 8, subject to the Special Declarant rights set forth in this Declaration. Reference is made to the Final Site Plan of Fort Sumner Place Condominium approved by the City of Portland Planning Board on _____, 2004, duly recorded in said Registry of Deeds in Plan Book _____, Page _____.

The terms used in this Declaration, the Bylaws of the Association or the Plat and Plans generally shall have the meanings specified in the Maine Condominium Act, except as otherwise defined herein.

**ARTICLE II
UNIT BOUNDARIES**

Section 2.1 Units.

For each unit, the identification number and approximate area are shown on the Plans.

Each unit includes the following items:

- A. All interior spaces and partitions (excepting those portions thereof which are structural or load-bearing) and interior doors wholly within the unit;
- B. Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, and any other materials constituting any part of the finished surfaces thereof);
- C. Windows and doors providing access to the common elements and limited common elements, including their exterior surfaces, locks, hardware, and tracks but excluding their frames, thresholds and sills;
- D. Bathroom and kitchen fixtures, water heaters, heating and air

conditioning units, fans, and kitchen appliances; and

E. Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the unit's circuit breaker distribution box inwards, and portions of electrical, water, cable and sewer utility lines, wires, pipes, ducts and equipment serving only that unit and located within the unit's general boundary lines as herein described.

Notwithstanding subsection C above, no unit owner shall alter the exterior appearance of window and doors providing access to the common elements and limited common elements, including without limitation the grills on the doors and windows and the window sashes.

Section 2.3 Unit Boundaries.

The boundaries of each unit are as shown on the Plans and generally are as follows:

A. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each unit generally are the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

(1) Upper Boundary: The planes at the lower surfaces of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(2) Lower Boundary: The horizontal plane at the upper surface of the concrete floor slab or subflooring.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the units generally are the vertical planes at the interior surface of the gypsum board of all walls bounding the unit, extending to intersections with each other and with the upper and lower boundaries. The vertical boundary lines also specifically include the exterior surface of doors, window glass, storm window glass, and glass walls, but excludes their frames, sills and thresholds.

Except as specified in this ARTICLE II, all spaces, fixtures and improvements within a unit's boundaries are a part of that unit. No unit owner shall permit or suffer any impairment of any load-bearing, structural, sound deadening or fire resistant features between units.

A unit does not include: the exterior walls, eaves, overhangs, porches, patios, roof, rafters, roof trusses, floor joists, wall studs, wall sound channels, basement, foundation and land, the pipes, wires, conduits, flues, ducts, pipes, or other utility lines running through a unit which serve more than one unit or which serve the common elements or which serve another unit(s).

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental approvals, permits and licenses. The subdivision of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of ownership of common elements and liability for common expenses shall be allocated equally and prorata to each unit according to the number of units that have been created in the Condominium. Each unit shall have one (1) equal vote as a member of the

Association. The allocations of common element interest, voting rights and common expense liability appurtenant to each of the 16 units are set forth in Schedule B.

ARTICLE III
COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

- (1) The land, with the benefit of and subject to all easements, covenants, agreements, and restrictions of record as of the date hereof, including without limitation the rights and easements described in **Schedule A**;
- (2) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes, water and septic pipes, tanks, pumps, leach fields, and all other utility lines and equipment which serve more than one unit or the common areas (excepting equipment owned by public and municipal utilities);
- (3) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit or units, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: for each unit, any deck attached to or existing within such unit and the parking spaces.

ARTICLE IV
SPECIAL DECLARANT RIGHTS
AND DECLARANT CONTROL PERIOD

Section 4.1 Special Declarant Rights.

The Declarant reserves, for the benefit of Declarant and its successors and assigns, the following rights with respect to the Property (the "Special Declarant Rights") until the construction, marketing and sale of all units created hereunder, and until the common elements are completed:

A. To locate and relocate in the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement, inspection and use of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television, natural gas, and sewer/septic and transformers, meters, pumps, tanks, leach fields, 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 unit owner's consent and that the common elements disturbed promptly shall be reasonably restored upon installation and repair of such utility improvements;

B. To connect with and make use of utility lines, wires, pipes, conduits and facilities 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 and limited common elements for the alteration, repair and construction of units, common elements and limited common elements (including

ARTICLE V

Section 4.5 Amendments to Article IV. This ARTICLE IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Waldo County Registry of Deeds. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred and assigned by recorded instrument or specifically referring to the transferred rights and executed by Declarant and its successor or assignee.

Section 4.4 Unsold Units. Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold units as the owners of individual units after initial conveyance thereof by the Declarant.

Section 4.3 Completion of Buildings. The Declarant reserves, for the benefit of Declarant and its successors and assigns, the right until five (5) years from the date of recording this Declaration: To complete construction of the units, driveways, parking areas, common element and limited common element structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit, or in and on the common elements.

Section 4.2 Limitations on Special Declarant Rights. The exercise of Special Declarant Rights shall be subject to the following restrictions: No changes shall be made in violation of the City of Portland Planning Board site plan approval, as evidenced by the Final Site Plan dated _____, 2004, and any condition imposed in connection therewith, except in accordance with applicable law.

D. To use the common elements and limited common elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property (upon relocation, the furnishings thereof may be removed); to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

E. To appoint and remove members of the Executive Board of the Association (the "Board") and officers of the Association until sixty (60) days after the sale of the 12th unit by Declarant, but no later than:

(1)	Five (5) years of the first conveyance of any unit, or
(2)	Until voluntarily waived in whole or part by Declarant by written notice

F. The Special Declarant Rights established under the Condominium Act. (Period);
duly recorded, whichever occurs first (together, the "Declarant Control Period").

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 5.1 Amendment of Declaration.

This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to ARTICLE X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to ARTICLE X. Unit owners and Eligible Mortgage Holders, if required by ARTICLE X, may express their approval in writing or by proxy.

C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 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, or with respect to or affecting the Special Declarant Rights, without the prior express written consent of the Declarant.

Section 5.3 Amendment to Comply with Secondary Market Mortgage Requirements.

It is Declarant's intent that this Declaration comply with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements, and Declarant reserves the right to so amend this Declaration.

ARTICLE VI

DAMAGE OR DESTRUCTION

Section 6.1 Repair.

Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under ARTICLE VII;
- 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, including every owner of a unit or limited common area that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in ARTICLE X.

Insurance deductibles and the cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any insurance shall be a common expense.

Section 6.2 Application of Insurance Proceeds.

If the entire Condominium is not completely repaired or replaced:

A. The insurance proceeds attributable to the damaged units and common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

B. The insurance proceeds actually received by the Association and attributable to units that are not rebuilt, including without limitation the interest in the common elements and in limited common elements, shall be distributed to such unit owners and their mortgagees; and

C. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted by the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements in connection therewith. As such, each unit owner, except the Declarant (or its successors and assigns) with respect to unsold units, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with adjusting a loss covered by such insurance. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. The insurance proceeds shall be paid to the Association as trustee for the unit owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, ARTICLE VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the then-remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a unit owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's fixtures, permanent improvements and betterments within the unit, the unit owner shall be responsible for the expense of repair or replacement thereof.

Section 6.3 Association Public Liability Insurance.

The Association shall maintain comprehensive commercial liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be changed in the Board's discretion.

**ARTICLE VII
REMOVAL FROM THE CONDOMINIUM ACT**

The submission of the Property to the Condominium Act herein shall not be terminated unless (i) eighty percent (80%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act and (ii) the percentage of the Eligible Mortgage Holders required by Article X 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 7.2

Upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

ARTICLE VIII
EMINENT DOMAIN

Section 8.1

If a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the unit and the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, 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 instrument reflecting the reallocations.

Section 8.2

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, 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 interest divested from the partially acquired unit shall automatically be reallocated to that unit and the remaining units in proportion to their respective allocated interests of those units with the partially acquired unit participating in the reallocation on the basis of its reduced allocated interests.

Section 8.3

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 unit owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuils or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. As such, each unit owner, except the Declarant (or its successors or assigns) with respect to unsold units, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a proposed acquisition by eminent domain. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgagee of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of units and/or common elements.

ARTICLE IX GENERAL ADMINISTRATIVE PROVISIONS

Section 9.1 Easement for Access, Utilities and Support.

A. Appurtenant to each unit is 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 streets adjoining the Property.

B. The Association, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act and the Bylaws. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time or notified in advance of such entry.

C. 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.

D. Each unit sharing a party wall with the adjacent unit shall have an easement for support from such other unit, and an easement for driving and removing nails, screws, bolts and other attachment devices into the unit side surface of the party wall, whether concrete or framing which supports the dry wall, to the extent such nails, screws, bolts and other attachment devices may encroach into the adjoining unit or common areas; provided, however, that any such action shall not adversely affect either the structural, thermal or acoustical character of the party wall.

Section 9.2 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for structural and lateral support over every other unit and over the common elements and limited common elements; each unit, the common elements and limited common elements shall be subject to an easement for structural and lateral support in favor of every other unit. If any portion of the common elements or limited common elements hereafter encroaches upon any unit, or if any unit hereafter encroaches upon any other unit or upon any portion of the common elements or limited common elements, as a result of settling or shifting of any Building in which they are located or other than as a result of the purposeful or negligent act or omission of the owner of the encroaching unit or of the Association in the case of encroachments by the common elements or limited common elements, a valid easement appurtenant to the encroaching units, common elements or limited common elements for said encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of a taking in the nature of eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the common elements or limited common elements

upon any unit or upon any other unit or upon any portion of the common elements or limited common elements due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching units, common elements or limited common elements for such encroachments and the maintenance thereof shall exist so long as that Building as so rebuilt shall stand. Notwithstanding any of the foregoing, the Declarant, as builder of the units, shall have no liability for immaterial deviations from the Plat that result in encroachments which are subject to easements under this Section 9.2.

Each unit sharing a party wall with an adjacent unit shall have an appurtenant easement to the extent necessary for structural and lateral support and for acoustic and thermal integrity from the adjacent unit sharing such party wall.

Section 9.3 Use.

Each unit may be used and occupied subject to all restrictions contained in this Declaration, the Bylaws of the Association, and the rules and regulations of the Association, as amended from time to time. The units are restricted to single-family residential use, except that the Declarant may use the Property in the exercise of Special Declarant Rights and unit owners may use their units as home offices for telecommuting purposes; provided, however, that, with respect to use other than by Declarant pursuant to its Special Declarant Rights, no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall occupy such unit. Except by Declarant pursuant to its Special Declarant Rights, no unit owner shall be allowed to install a sign visible from the common elements or limited common elements indicating or advertising a commercial use or home office use in any unit. Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances and regulations, and unit owners indemnify and hold harmless the Association and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.4 Pets.

The keeping, boarding and/or raising of farm animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements or limited common elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other domesticated species of animals is permitted subject to regulation by the Board. All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit, and pets and animals shall not be permitted outside of a unit except on a leash attended by a responsible person. The unit owner is responsible for the clean up of the pet's excrement. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside without both wearing a leash and being under the immediate supervision of a responsible person. With respect to all animals, except fish, the aggregate number of animals per unit shall not exceed two (2). The Association shall have the power to further regulate pets and animals under the Bylaws or rules and regulations of the Association as promulgated or amended from time to time, including without limitation the power to regulate the size and species of pet, to establish additional behavior requirements and to expel any offending pets and animals from the Property.

Section 9.5 Leasing of Units.

All leases of units must be in writing in a form approved by the Board. No unit shall be rented for transient or hotel purposes or in any event for an initial term with any tenant of less than six (6) months and no portion of any unit (other than the entire unit) shall be leased for any period, except as allowed in writing by the Board. The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide

that the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder 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. Each unit owner, promptly following the execution of any lease of a unit, shall forward a conformed copy thereof to the Board.

Section 9.6 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited 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 unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance or administrative ruling.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 10.1

Any first mortgagee of a unit may file a request identifying itself as a first mortgage holder and the number of the unit encumbered by its mortgage with the Association by certified or registered first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an "Eligible Mortgage Holder"; the Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders 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 quarterly common charges, 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 the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;

D. Any condemnation proceeding against any of the Property;

E. Material destruction of any portion of the common elements or limited common elements or any improvements thereon; or

F. 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 10.2

For a material amendment to the Declaration except in connection with the exercise of Special Declarant Rights, 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;

An Eligible Mortgage Holder may, at its sole expense, 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. After the first conveyance of an individual unit (as distinguished from the conveyance of the entire project or Condominium) by the Declarant, the Association shall have an audited financial statement prepared within one hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from a holder of a mortgage on a unit, an insurer thereof, or an institutional guarantor thereof, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party.

Section 10.3 Records.

The approval of any Eligible Mortgage Holder to such a material amendment to the Declaration shall be presumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

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

- B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;
- C. Reserves for maintenance, repair and replacement;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of pro rata interests in the common elements or limited common elements or rights to their use;
- F. Boundaries of any unit;
- G. Convertibility of units into common elements or vice versa;
- H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or fidelity bonds;
- J. The rights to lease units;
- K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- L. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- M. Restoration or repair of the Property (after damage or destruction, partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;
- N. Any action to terminate 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 subjecting 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 quarterly 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.

requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

Section 10.4 Dispositions by Mortgagees.

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 of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

ARTICLE XI

ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.

Section 11.1 Common Expense Assessments

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule C, subject to the following:

- A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.
- B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.
- C. Assessments to pay a judgment against the units included in the Condominium at the time the judgment was entered.
- D. Electricity, gas, water, sewer, cable television and telephone services, if such services are available, shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity, gas, water and sewer 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.
- E. No adjustment to the common expense assessments against unit(s) shall be allowed or made based on the frequency or intensity of use of common elements or limited common elements, except as expressly provided in this Declaration.

“Common expenses” shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace portions of the units that are the Association’s responsibility pursuant to this Declaration and the common elements and limited common elements, as function and utilities used in connection with the operation and maintenance of the common elements and limited common elements.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection (including without limitation reasonable attorneys’ fees) 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 unit owner from any personal liability for any unpaid portion of the lien. The recordation of this Declaration

The City shall not provide these services.
incl. snowplowing, sanding, salt, shoveling, etc.
will have collection with trash, etc.

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.

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 one (1) quarter's 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. While the Declarant controls the Association pursuant to this Declaration, the Declarant shall not use the working capital fund described above in this paragraph to offset its expenses, to make the required working capital fund contributions for units owned by the Declarant (except to reimburse itself as provided above), or to fund initial construction costs.

The Declarant shall not be liable for any assessments for any particular unit owned by the Declarant until the later to occur of (i) sixty (60) days after the first conveyance of any unit to a purchaser, (ii) until the Association makes its first common expense assessment, or (iii) the date upon which a such unit owned by the Declarant is ready for occupancy.

Section 1.2 Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit 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 a unit owner, members of his/her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the unit other than required by this Declaration, or the unit owner, members of his/her family, guests or tenants, damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, 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/septic and/or other utility services and equipment. The expense of charges for water and sewer/septic services and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board in their discretion and assessed quarterly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the water and septic systems may be assessed either as a common expense or as a service charge.

C. Insurance premiums on permanent improvements to units installed by unit owners and insured by the request of the unit owner with the Association's hazard insurance carrier.

Section 11.3 Liability.

Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, 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 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners. After the first conveyance of an individual unit, the budget shall 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 11.5 Violations.

Any unit owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the unit owner may be prohibited by the Board from the use and enjoyment of any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

ARTICLE XII
MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Generally the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with the Section 1603-107(a) of the Maine Condominium Act. Every owner shall perform promptly all maintenance and repair work on his unit that, if omitted, would affect the Condominium in its entirety, the common elements, or other unit(s), and any such unit owner shall be responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association, after notice to the owner and opportunity to be heard before the Board of Directors, shall be entitled to assess the expense thereof as a

service charge due in full at the time of the next regular monthly payment.

B. Each unit owner shall keep and maintain his unit and its equipment,

fixtures appliances and appurtenances in good order, condition and repair and in a clean

and sanitary condition, whether such maintenance and repair shall be structural or

nonstructural, ordinary or extraordinary, and shall do all redecorating and painting which

may at any time be necessary to maintain the good appearance and condition of his unit.

No unit owner shall sweep or throw, or permit to be swept or thrown, from his unit onto

the common elements or limited common elements any dirt, debris, trash or other

substance. In addition, each unit owner shall be responsible for all damage to any other

units or to the common elements or limited common elements resulting from his failure

or negligence to make any of the repairs required by this Article XII. Each unit owner

shall perform his maintenance responsibility in such manner as shall not unreasonably

disturb or interfere with the other unit owners. Each unit Owner shall promptly report to

the Board of Directors or the managing agent any defect or need for repairs for which the

Association is responsible.

C. Trash, garbage and other waste shall be kept only in sanitary

containers and shall be disposed of in such manner as may be prescribed from time to

time in accordance with rules and regulations established by the Board of Directors;

provided, however, that all trash, garbage and other waste shall be kept indoors in

containers provided for such purposes ~~until set curbside for pick-up.~~ No articles of

personal property belonging to any unit owners shall be stored in any portion of the

common elements or hallway, corridor, stairway, lobby and entryway limited common

elements.

D. No member shall overload the electrical wiring in a Building or

operate any machinery, appliances, accessories or equipment in such a manner as to

cause, in the judgment of the Board of Directors, any unreasonable disturbance or make

any alterations to or connections with the heating, plumbing, electrical or sewage disposal

systems without the prior written consent of the Board of Directors.

E. Each unit shall deposit only food waste in the garbage-disposal

system and tissue paper and human waste in the toilets.

F. No unit owner shall use his unit in such a manner as to create a

nuisance or disturbance of other unit owners. No unit owner shall play or permit to be

played any musical instrument or operate or permit to be operated a stereo system,

television, or other electronic or mechanical, sound-producing machinery, appliance or

device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such

playing or operation shall disturb or annoy the occupants of any other unit. No unit owner

shall erect or maintain an outside television or radio antenna, except for small satellite

dishes not in excess of 18 inches in diameter which may be installed with the prior

written consent of, and pursuant to any conditions imposed by, the Board of Directors,

and which nevertheless must be installed (i) such that they are not visible from public

streets, (ii) such that no more than one dish is installed on any building, which dish, if

installed, could be used by all of the units in such building desiring access to the dish, and

(iii) otherwise in the most visually discrete manner.

G. Unit owners shall maintain the interior of their units during the

heating season at a temperature of at least 50 degrees Fahrenheit at all times.

H. Pursuant to the approvals received from the City of Portland, the

Handwritten notes:
- trash - where
- Snow Piling
- lighting

Handwritten notes:
- trash - where
- Snow Piling
- lighting

Section 12.5 Liability for Damage.
Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents,

Section 12.4 Preservation of Property.
No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value of the Property or any component thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature in the units or left on or used on the common elements or limited common elements.

Notwithstanding the foregoing, each Unit owner may, at the Unit owner's cost, install a standard window air conditioning unit in a window in each of the master bedroom and the living room, provided that such air conditioner units must be located on the water side (i.e. the back side) of the Unit. Any such window air conditioning units installed by a Unit owner will be installed according to the manufacturer's instructions, in compliance with all applicable law, and in a manner that does not materially affect the structure or the weather tightness of the Unit. The Unit owner shall maintain in an attractive and good condition any window air conditioning unit installed in the Unit.

Section 12.3 Exterior Appearance.
The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially affect the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, canopies, sheds or other structures, plant or remove trees, shrubs or materially alter the landscape or grading, limited common elements, or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein, without the written permission of the Board.

Section 12.2 Maintenance and Maintenance Contracts.
The Association and its designees shall maintain, repair and replace the portions of the units that are the Association's responsibility under this Declaration, the common elements including the limited common elements (except as otherwise specifically provided herein) and shall establish reasonable reserves for such purposes. 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 upon written notice after the Declarant Control Period expires.

Section 12.1 Access to Common Elements.
Common elements and limited common elements provided for access to the units, including without limitation hallways, corridors, stairways, entryways, lobbies, sidewalks, and pathways, shall be used only for access to and from units by pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

(1) The Association shall be responsible for all snow plowing and maintenance to "Drive."

Handwritten notes:
- City sidewalk
- No snow plowing
- No parking
- No storage
- No vehicles
- No bicycles
- No motorcycles
- No mopeds
- No scooters
- No skateboards
- No roller skis
- No roller blades
- No inline skis
- No sleds
- No toboggans
- No snowshoes
- No skis
- No snow machines
- No snow cannons
- No snowblowers
- No snowplows
- No snowremoval equipment
- No snowremoval vehicles
- No snowremoval personnel
- No snowremoval contracts
- No snowremoval services
- No snowremoval companies
- No snowremoval agencies
- No snowremoval organizations
- No snowremoval associations
- No snowremoval unions
- No snowremoval guilds
- No snowremoval fraternities
- No snowremoval societies
- No snowremoval clubs
- No snowremoval teams
- No snowremoval groups
- No snowremoval organizations
- No snowremoval associations
- No snowremoval unions
- No snowremoval guilds
- No snowremoval fraternities
- No snowremoval societies
- No snowremoval clubs
- No snowremoval teams
- No snowremoval groups

contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

ARTICLE XIII
ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine and to be known as the "Fort Sumner Place Condominium Association". Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association, all as if fully set forth herein.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Interpretation.

In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern.

Section 14.2 Conflict.

If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or 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 of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 14.3 General Provisions.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.
B. 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.
C. 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 that may occur.

Section 14.4 Interpretation.

Any dispute or disagreement between unit owners with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board, which determination shall be final and binding on all parties.

Section 14.5 Invalidity.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws,

any deed to a unit, or the rules and regulations of the Association 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 14.6 Dispute Resolution.

Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the By-laws, the rules and regulations issued by the Association or a decision of the Association.

In any dispute between one or more unit owners and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. As such, each unit owner, except the Declarant, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a dispute with the Declarant. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. In any dispute between one or more unit owners arising under this Declaration, prior to formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

ARTICLE XV
NOTICES

Section 15.1

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 to such unit owner respectively either by delivering it in person, by sending it to his/her unit by first-class United States mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of February _____, 2004.

Fort Summer LLC

By:

Laurence Eubank
Its Manager

Witness

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2004

Personally appeared before me the above-named Laurence Eubank, Manager of Fort Summer LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Attorney-at-Law/Notary Public
Print name:

SCHEDULE A
[NEW LEGAL DESCRIPTION]

SCHEDULE B

Unit No. Common Element and
Assessment Interest
Voting Interest Parking Spaces

1	12.5%	1
2	12.5%	1
3	12.5%	1
4	12.5%	1
5	12.5%	1
6	12.5%	1
7	12.5%	1
8	12.5%	1
Total	100.00%	8

CITY OF PORTLAND, MAINE
PLANNING BOARD

Orlando E. DeLogu, Chair
Lee Lowry III, Vice Chair
John Anton
Kevin Beal
Michael Patterson
David Silk
Janice E. Tevastian

December 9, 2004

Mr. Laurence Eubank
12 Simonton Street
South Portland, ME 04106

RE: Sheridan Street Condominiums, 117 Sheridan Street
ID# 2004-0143, CBL# 013-K-008

Dear Mr. Eubank:

On October 26, 2004 the Portland Planning Board voted unanimously (7-0) on the following motions regarding the 8-unit residential subdivision located at 117 Sheridan Street:

1. That the plan was in conformance with the Subdivision Review Ordinance of the City Land Use Code with the following conditions:

i. that all plans shall be revised to reflect the agreement between the southerly abutting property regarding property lines and access easement areas to be reviewed and approved by staff, prior to issuance of a building permit.

ii. that the applicant investigate the possibility of increasing the aisle width between parking spaces 1 and 3 and between parking spaces 5 and 15, and that any amendments to the plan be reviewed and approved by the City's Traffic Engineer.

iii. that the plans be revised in accordance to the DRC's memo dated October 15, 2004 in regards to the utility connections, fence details and geotechnical investigation, to be reviewed and approved by the DRC and Planning Authority.

iv. that the applicant revise the access easement to allow for vehicular access for the City of Portland, only, in order to access the City property for review and approval by Corporation Counsel. An executed access easement will be submitted to staff, prior to issuance of a building permit. Corporation Counsel shall also review and approve the condominium documents.

v. that a note shall be added to the subdivision plat and within the condominium documents that states "Snow removal shall consist of removal from the site any snowfall in excess of three inches and as otherwise needed, so as to maintain a clear sidewalk and the free access to all seventeen (17) parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically)."

vi. the applicant shall address the Portland Water District letter regarding capacity and provide adequate water capacity to the site.

vii. the condominium documents shall provide for the awnings on the building, which shall be reviewed and approved by Corporation Counsel.

2. That the plan was in conformance with the Site Plan Review Ordinance of the City Land Use Code with the following conditions:

i. that a lighting catalogue cut be submitted for the building architectural fixture and that the pole-mounted light fixture height be no greater than 16 ft. high. The applicant shall also revise the lighting plan so that there shall be no spillover onto the southerly abutting property. The lighting shall be reviewed and approved by the Planning staff.

The Planning Board also voted unanimously (7-0) to waive the landscaping requirement of two (2) trees per residential unit per Sec. 14-506 to allow the applicant to landscape as set forth in the proposed site plan and to waive the driveway width as required by the Portland Technical and Design Standards.

The approval is based on the submitted plan and the findings related to site plan review standards as contained in Planning Board #52-04, which is attached.

Please note the following provisions and requirements for all subdivision approvals:

1. Mylar copies of the construction drawing for the subdivision must be submitted to the Public Works Department prior to the release of the plat. Where submission drawings are available in electronic form, the applicant shall submit any available electronic Autocad files (*.dwg), release 14 or greater, with seven (7) sets of the final plans.

2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount must be submitted to and approved by the Planning Division and Public Works prior to the recording of the subdivision plat. The subdivision approval is valid for three (3) years.

3. A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

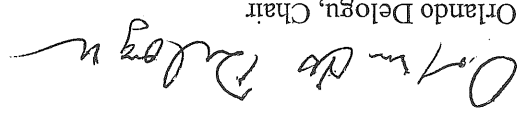
4. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

6. The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions regarding the Board's actions, please contact Kandice Talbot at 874-8901.

Sincerely,


Orlando Delogu, Chair

Portland Planning Board

cc: Lee D. Urban, Planning and Development Department Director

Alexander Jaegerman, Planning Division Director
Sarah Hopkins, Development Review Services Manager
Kandice Talbot, Planner

Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator

Inspections Division
Michael Bobinsky, Public Works Director

Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist

Penny Littlell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention

Assessor's Office
Approval Letter File

INSTALL SILT FENCE DURING
DEMOLITION AND CONSTRUCTION

24" MODULAR CONCRETE
BLOCK RETAINING WALL

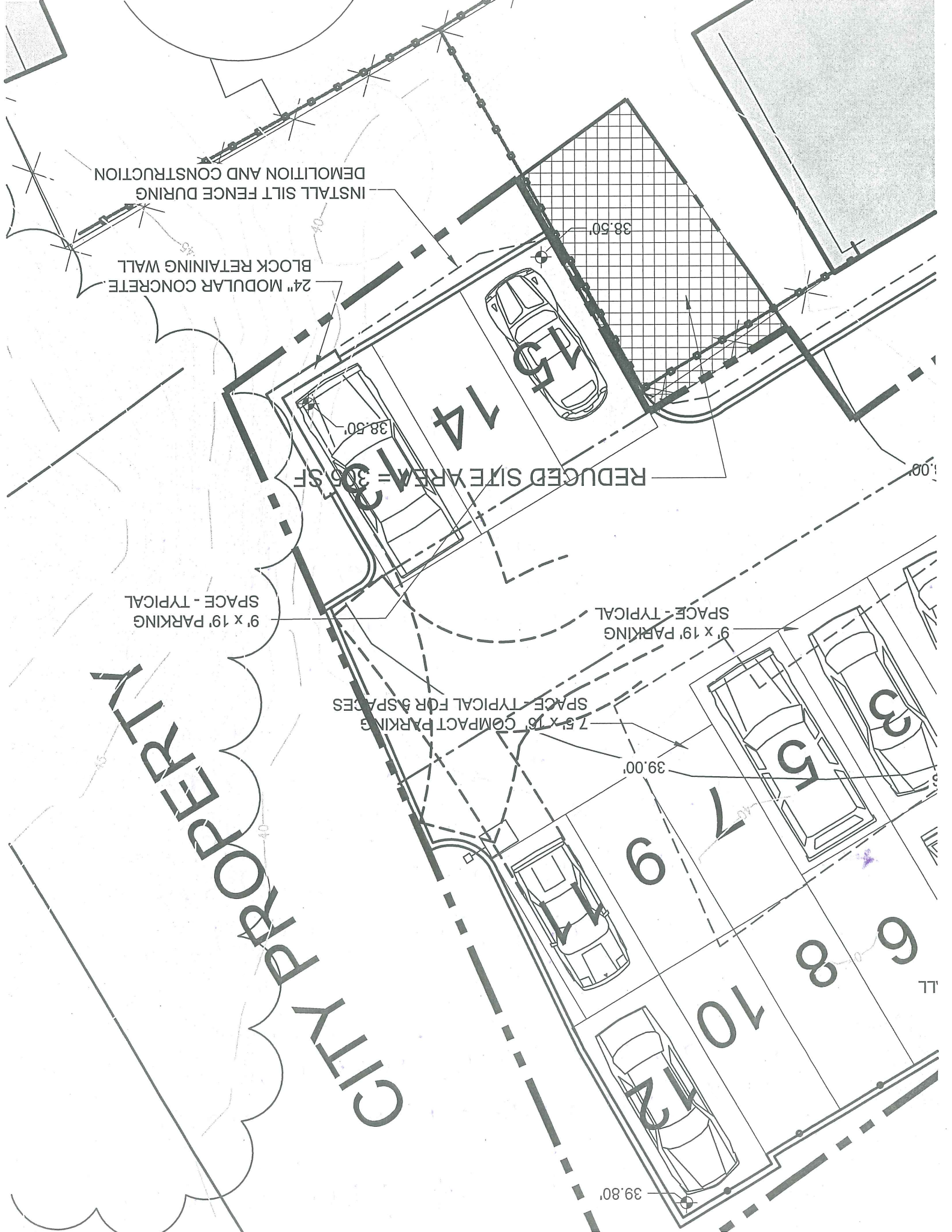
REDUCED SITE AREA = 306 SF

9' x 19' PARKING
SPACE - TYPICAL

9' x 19' PARKING
SPACE - TYPICAL

7.5' x 16' COMPACT PARKING
SPACE - TYPICAL FOR 3 SPACES

CITY PROPERTY



TL

10/26/04 - Public Hearing

Steven Searcy - 3rd & 4th floor
bedrooms on 3rd floor - upside
down -

Clear Dandry - 65 High Street

Street trees - 16 ft easement →

how is it being used - pedestrian
access easement how wide
public know

John Dumas - 134 Shattuck St.

no 4 story - good sunlight

concerned with height from

other 4 stories in the area

MULTI-FAMILY DEVELOPMENT
117 SHERIDAN STREET
SUBDIVISION AND SITE PLAN REVIEW

Submitted by:
Kandice Talbot, Planner

October 20, 2004

Submitted to:
Portland Planning Board
Portland, Maine
October 26, 2004 Public Hearing

I. INTRODUCTION

Fort Sumner, LLC is proposing an 8-unit residential building to be located at 117 Sheridan Street. There is a single-family residential building existing on the site, along with a storage shed and 3 garages. These buildings are to be demolished for the proposed construction. The site is approximately 11,354 sq. ft. and zoned R-6. The plan is subject to site plan and subdivision review.

Existing uses in the area primarily consist of single-family and multi-family residential buildings.

262 notices were sent to area property owners. A neighborhood meeting for the project was held on September 20, 2004. The sign-up sheets and minutes of the meetings are included as Attachment 5L.

II. FINDINGS

Zoning: R-6 Residential

Land Area: 11,354 sq. ft.

Buildings: 1

Uses: Eight residential units

Parking Spaces: 17 parking spaces

III. STAFF REVIEW

This plan has been reviewed by staff for conformance with the applicable review standards of the site plan and subdivision ordinances.

1. Boundary Survey

A boundary survey was completed for the property. There are a number of encroachments and easements on the site. Public Works has reviewed the boundary survey and the boundary survey retracement and finds that the boundary survey is accurate.

The boundary survey shows that there is some existing pavement on the property that encroaches onto the City property to the east and the abutting property to the south. It appears that the applicant is proposing to remove the pavement within the encroachment area and loam and seed these areas.

There also appeared to be an apparent encroachment of the abutting residence to the north. After discussions with the abutting neighbors, the applicant has opted to move the building to the south 7.54 feet, thereby creating approximately an 18 ft. distance between the two-story house to the north and the northerly side of the proposed building. The 18 ft. distance maintains a 10 ft. side yard setback from the existing walkway, which historically was assumed to be the south boundary of the O'Donnell property.

An agreement has also been reached with the Noble's, who own property to the south, regarding the property lines. The proposal is to shift the property line to the rear, thus giving the abutting property owner a back yard in exchange for a right-of-way/easement to accommodate both the

access drive and a public access easement. The applicant has revised the site plan to show the proposed agreement with the Noble's, however, all plans shall be consistent based on this agreement. A potential condition of approval is:

- that all plans shall be revised to reflect the agreement between the southerly abutting property regarding property lines and access easement areas to be reviewed and approved by staff, prior to issuance of a building permit.

IV. SITE PLAN REVIEW

1/2. Traffic

Access to the site will be by an 18 ft. driveway on Sheridan Street. The City of Portland's Technical and Design Standards and Guidelines specifies that for Multi-family residential developments with three (3) or more units the driveway access from a street shall have a 24 foot wide driveway for two-way ingress and egress. The applicant is requesting a waiver of the driveway width requirement of the Portland Technical Design Standards. The Traffic Engineer has reviewed the request and believes that eight (8) residential condominium units will not generate a significant amount of traffic and therefore operations within the driveway should be safe. The Traffic Engineer's Memo is included as Attachment 10.

The aisle width between parking spaces 1 through 12 and 13 through 15 also does not meet the Technical and Design Standards and Guidelines, which requires an aisle width of 24 feet. The proposal shows an aisle width of 18.5 feet for spaces 1 and 3, 20 feet for spaces 5 and 15, and 24 feet for parking spaces 7, 9, 11, 13 and 14. The applicant is requesting a waiver of the parking aisle width requirement of the Portland Technical Design Standards. The Traffic Engineer has reviewed this issue and feels that this condition will result in tight and inconvenient parking maneuvering, and that, while parking turnover should be low, increasing the aisle width should be considered. A potential condition of approval is:

- that the applicant investigate the possibility of increase the aisle width between parking spaces 1 and 3 and between parking spaces 5 and 15, and that any amendments to the plan be reviewed and approved by the City's Traffic Engineer.

The applicant is providing 17 parking spaces as required by zoning. The applicant is proposing stacked parking for the units. The parking will be assigned to the individual units within the condominium documents.

Curb and a concrete sidewalk exist along Sheridan Street.

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

There are no known health or safety issues associated with the plan.

4. Bulk, location, height of buildings minimizes the diminution in value or utility to surrounding structures

The project consists of eight two-bedroom dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 sq. ft. each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately 1,300 sq. ft. each. Each unit will have individual porches. Floor plans are included as Attachment 15.

The building material will consist of fiber cement claspboard siding and fiber cement trim. The center of the building will house the stairway. The center of the building and the top floor will be constructed of a fiberglass window wall system. Elevations of the building are included as Attachment 14.

5. Sewers, water, solid waste disposal

Utility lines in Sheridan Street will serve the development. The applicant is proposing underground phone, cable and electrical. The applicant has provided a water capacity letter, which is included as Attachment 5E. The Development Review Coordinator has reviewed the sewer connection and is recommending that the foundation drain and sewer connection be constructed such that both pipes wye into one pipe at the street line and only one connection be made into the Combined Sewer pipe. The DRC is also recommending the installation of a back flow valve/preventer on both sewer and drain to assure no backups flood the house. A potential condition of approval is:

- that the plans be revised in accordance to the DRC's memo dated October 15, 2004 in regards to the utility connections, to be reviewed and approved by the DRC.

Solid waste, generated by the residents will be contracted for private removal. No dumpsters are proposed. The condominium documents address this issue.

6/7. Landscaping

The applicant is proposing six (6) Flowering Crab within the street esplanade. Also proposed are one (1) Green Ash and six (6) Red Pine at the rear of the site. The subdivision ordinance requires that there be two (2) trees per unit for a total of sixteen (16) trees, which is not being met. The site, however, is very tight, but there may be the possibility to install three (3) additional trees on-site on the northerly edge of the property or the applicant could provide funds for the City to install three (3) street trees elsewhere on Sheridan Street.

The applicant is requesting that the Planning Board waive the requirement for three (3) additional trees on-site. Section 14-506 Modifications states:

(a) Except for the requirements set forth in sections 14-498 and 14-499 pertaining to the provision and construction of curbs and sidewalks, the planning board if it finds that extraordinary conditions exist or that undue hardship may result from strict compliance with these regulations may vary the regulations so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the

intent and purpose of the land development plan and the regulations of this article.

The City Arborist is currently reviewing the plans and further comments will be available at the public hearing. A potential condition of approval is:

- that the applicant provide three (3) additional trees on-site or provide funds for the City to install three (3) street trees elsewhere on Sheridan Street, to be reviewed and approved by the City Arborist.

The applicant is proposing fencing in areas around the site, however has not submitted a fencing detail. A potential condition of approval is:

- that the applicant shall provide a fence detail, prior to issuance of a building permit.

8. Soil and Drainage

Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site.

The Development Review Coordinator has reviewed the plans and the DRC's memo is included as Attachment 9. The DRC has concerns regarding the grades of the retaining wall established on the rear retaining wall and the drainage of the retaining wall. The DRC is recommending a brief geotechnical investigation on the retaining wall design and potential need for ledge cut on the site. A potential condition of approval is:

- that the plans be revised in accordance with the DRC's memo dated October 15, 2004 in regards to a geotechnical investigation, to be reviewed and approved by the DRC.

9. Lighting

The applicant is proposing an architectural floodlight fixture to be mounted on the buildings. The applicant shall submit catalog cuts of the architectural floodlights for review by staff. The applicant is proposing one (1) pole mounted light fixture at the rear of the site. A lighting catalogue cut of the pole-mounted fixture is included as Attachment 51. It is unclear from the plans or catalogue cut the height of the pole-mounted fixture. Because this is a residential neighborhood, staff is recommending that the pole height be no more than 16 ft. high. A photometric plan has been submitted, and is included as Attachment 13D. It appears that there may be minimal spillover onto the southerly abutting property. A potential condition of approval is:

- that a lighting catalogue cut be submitted for the building architectural fixture and that the pole-mounted light fixture height be no greater than 16 ft. high. The applicant shall also revise the lighting plan so that there shall be no spillover onto the southerly abutting property. The lighting shall be reviewed and approved by the Planning staff.

10. Fire

The Fire Department has reviewed and approved the plan. The Fire Department's memo is included as Attachment 2.

11. City Infrastructure

The development is proposed to be consistent with off-premises infrastructure existing or planned by the City.

12. Multiple-Family Design Standard

A. Exterior Design

The design provides positive visual interest by incorporating appropriate architectural elements. The proposed design is similar to other buildings in the near future.

As shown on Attachment 14, the proposed building rises one-story higher than the adjacent triple-decker building to the south and two stories above the adjacent home to the north on Sheridan Street. The applicant has worked to minimize the additional height with the spandrel glass system on the top story. Likewise, the glass wall element is used in the stairway core to provide a visual separation between the two sides of the units, mimicking a pattern of traditional triple-decker design.

B. Respects Existing Relationship of Buildings to Streets

The applicant is proposing the building along the street line to respect the existing relationship of buildings to Sheridan Street and the neighborhood.

Front porches have been integrated into the architectural design of the building. Trees are proposed within the adjacent public sidewalk.

C. Open Spaces

The porches help enhance the sense of open space on the site for residents. The R-6 zone requires an open space ratio of twenty percent (20%) of the lot, for those lots, which contain fewer than twenty (20) dwelling units. This area shall not include parking areas or other impervious surfaces. The open space ratio for the proposal is 27% of the site.

D. Design of Windows and Storage Area

The submitted building elevations and floor plans indicate there are an adequate number of windows in each dwelling for sunlight and air. The porch areas increase the opportunity for light and air. Each unit will have a storage area in the basement.

E. Parking

Surface parking is proposed and is accessed from Sheridan Street. Seventeen (17) parking spaces are proposed for the development.

This site is a small vacant lot in a densely developed neighborhood. There are no known adverse impacts on groundwater quantity and quality, surface water quantity and quality, wetlands, unusual natural areas, wildlife and fisheries habitat. Public water and sewer serve the site.

13. Natural Resources

V.

SUBDIVISION REVIEW

1. Water or Air Pollution

There are no known water or air pollution issues. Public water and sewer serve the development. It is not in a flood plain.

2./3. Water Supply

See Site Plan Review, section #5.

4. Soil Erosion

See Site Plan Review, section #8.

5. Traffic

The small number of dwellings proposed will have a minimal impact on the surrounding roadway system. See Site Plan Review, section #1.

6/7. Sanitary Waste and Storm Water

See Site Plan Review, section #5.

8. Scenic, Natural Beauty, Aesthetics

This site is a vacant lot in an urban neighborhood. The project will improve the aesthetic quality of the neighborhood. There are no known natural or manmade resources that will be adversely affected by this proposal.

9. Land Development Plan

The proposal is in conformance with the Comprehensive Plan.

10. Financial and Technical Capacity

Financial and technical capacity information has been submitted. See Attachment 4.

13-K-28
chp-hope

11. Easements
The applicant is proposing a public pedestrian access easement over the access drive for the City property, which is located to the east of the site. Staff is recommending that the easement be revised to allow vehicular access for the City of Portland, only, to access the City property. A potential condition of approval is:

- that the applicant revise the access easement to allow for vehicular access for the City of Portland, only, in order to access the City property for review and approval by Corporation Counsel. An executed access easement will be submitted to staff, prior to issuance of a building permit.

As stated previously, the applicant has an agreement with the southerly abutting property to allow an access easement over their property for the access drive.

12. Snow Removal

There is a concern that because the site is limited in open space area, that there will limited areas for snow storage on the site. As in other small lots on the peninsula, staff is recommending that the applicant remove snow from the site for accumulations over three inches and to avoid snow bank accumulation on site in excess of two feet. A potential condition of approval is:

- that a note shall be added to the subdivision plat and within the condominium documents that states "Snow removal shall consist of removal from the site any snowfall in excess of three inches and as otherwise needed, so as to maintain a clear sidewalk and the free access to all seventeen (17) parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically)."

VI. STAFF RECOMMENDATION

This project, as proposed meets the Subdivision and Site Plan ordinance, along with the R-6 zoning. The Board will need to consider the requested driveway aisle width waiver discussed previously in this report.

VII. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and materials submitted by the applicant and on the basis of information contained in Planning Report #52-04, the Planning Board finds:

A. That the Planning Board [waives/does not waive] the landscaping requirement of two (2) trees per residential unit per Sec. 14-506. *as set forth in proposed plan. to allow applicant to landscape*
B. That the Planning Board [waives/does not waive] the driveway width as required by the Portland Technical and Design Standards.

7-0
7-0
A.
B.

C. That the plan [is/is not] in conformance with the subdivision ordinance of the land use code.

Potential conditions of approval:

1. that all plans shall be revised to reflect the agreement between the southerly abutting property regarding property lines and access easement areas to be reviewed and approved by staff, prior to issuance of a building permit.
2. that the applicant investigate the possibility of increase the aisle width between parking spaces 1 and 3 and between parking spaces 5 and 15, and that any amendments to the plan be reviewed and approved by the City's Traffic Engineer.

3. that the plans be revised in accordance to the DRC's memo dated October 15, 2004 in regards to the utility connections, fence details and geotechnical investigation, to be reviewed and approved by the DRC, *and Planning Authority.*
4. that the applicant revise the access easement to allow for vehicular access for the City of Portland, only, in order to access the City property for review and approval by Corporation Counsel. An executed access easement will be submitted to staff, prior to issuance of a building permit. Corporation Counsel shall also review and approve the condominium documents.

5. that a note shall be added to the subdivision plat and within the condominium documents that states "Snow removal shall consist of removal from the site any snowfall in excess of three inches and as otherwise needed, so as to maintain a clear sidewalk and the tree access to all seventeen (17) parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically)."

- D. That the plan [is/is not] in conformance with the site plan ordinance of the land use code.
1. that the applicant provide three (3) additional trees on-site or provide funds for the City to install three (3) street trees elsewhere on Sheridan Street, to be reviewed and approved by the City Arborist.

that a lighting catalogue cut be submitted for the building architectural fixture and that the pole-mounted light fixture height be no greater than 16 ft. high. The applicant shall also revise the lighting plan so that there shall be no spillover onto the southerly abutting property. The lighting shall be reviewed and approved by the Planning staff.

*6. Applicant provide adequate letter and address sign
provide adequate capacity for parking
7. Provide for adequate parking*

7-0

20

- Attachments
1. Applicant's Submittal
 2. Fire Department Memo dated July 12, 2004
 3. DRC's Memo dated September 14, 2004
 4. Financial Capability
 5. Applicant's Submittal dated October 12, 2004
 6. Public Pedestrian Access Easement
 7. Condominium Declarations
 8. Condominium By-Laws
 9. DRC's Memo dated October 15, 2004
 10. Traffic Engineer's Memo dated October 22, 2004
 11. Letter from Applicant discussing southerly property line
 12. Zoning Analysis
 13. Plans
 14. Elevations
 15. Floor Plans

July 2, 2004

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

Re: Sheridan Street Condominiums

Dear Board Members,

We present for your review and approval this Site Plan and Subdivision Application, as required by Chapter 14 of the Land Use Code, for an eight unit residential building on Sheridan Street here in Portland.

This project consists of eight two-bedroom residential dwelling units in a four-story building with a full basement. Units at the first two floors are arranged as "flats" (two per floor) and are approximately 1,200 square feet each. Units at the upper two floors are arranged as "townhouses" (four units entered at the third level of the building) and are approximately 1,300 square feet each. The flats have 1 1/2 baths each, and the townhouses have 1 full bath each. Heat and domestic hot water are to be provided by gas-fired hydronic boilers, and the kitchen ranges are also to utilize gas. The building will be fully sprinklered with an NFPA 13R system.

Included along with this application are a boundary & topographic survey, a subdivision plan, a site plan, building floor plans and elevations, a written statement, a survey report, and a copy of a letter from Northern Utilities stating that there is adequate gas available to service the building.

We would like to be scheduled for the next available Workshop session. In the meantime, I look forward to hearing from you in response to this application. Thank you,

Sincerely,

T. Scott Teas, NCARB, AIA
Principal

Att. 1

Att. 1a

City of Portland Site Plan Application

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 permits of any kind are accepted.

Location/Address of Construction: 117 Sheridan Street	
Total Square Footage of Proposed Structure 10,606 GSF	Square Footage of Lot 11,658 SF

Tax Assessor's Chart, Block & Lot Chart# 13 Block# K 28, 33, 36, 66 Lot#	Property owner, mailing address: Laurence Eubank Fort Sumner LLC 12 Simonton Street S. Portland, ME 04106 Telephone: 207-799-6340
--	---

Consultant/Agent, mailing address, phone & contact person P. Scott Teas 775-6141 TFH Architects 100 Commercial Street Portland, ME 04101	Applicant name, mailing address & telephone: TFH Architects 775-6141 100 Commercial Street Portland, ME 04101
---	--

Proposed Development (check all that applies) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input type="checkbox"/> Subdivision, amount of lots _____ Other: _____	
Major Development <input checked="" type="checkbox"/> \$500.00 Minor Development <input type="checkbox"/> \$400.00	

Who billing will be sent to: Laurence Eubank Mailing address: 12 Simonton Street State and Zip: S. Portland, ME 04106 Contact person: Laurence Eubank Phone: 207-799-6340	
--	--

Nine (9) separate packets must include the following:

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

All plans must be folded neatly and in packet form

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .25 per page, you may also visit the web site: cl.portland.me.us/chapter14

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

Signature of applicant:	Date: 7-1-04
-------------------------	--------------

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

July 2, 2004

Sheridan Street Condominiums
Written Statement

1. **Owner:** Laurence Eubank, Fort Sumner LLC, 12 Simonton Street, South Portland, ME 04106.
2. **Proposed Use:** Eight residential dwelling units.
3. **Areas:** Total land area of site: 11,658 sf; total floor area of building: 10,606 sf; ground coverage of building: 2,885 sf.
4. **Summary of Easements & Burdens:** There are easements; refer to "Boundary & Topographic Survey" and "Survey Report - Boundary Line Retracement" - both prepared by SGC Engineering, LLC.
5. **Solid Waste:** Solid waste, normal for residential uses, generated by the site's users will be contracted for private removal. No on-site waste receptacles will be required.
6. **Storm Water Management:** Currently, the site is largely impervious, predominantly covered with a combination of garage and/or storage buildings and asphalt pavement. The proposed new building will have roof drains tied into the City storm water system, significantly reducing sheet flow runoff from the site.
7. **Construction Plan:** Construction is scheduled to commence in October of this year, starting with excavation (including erosion control silt fences) for the utilities and foundation. Framing is scheduled for the month of November; it is intended that the construction will be panelized. Completion of the building envelope is scheduled for January of 2005, and project completion is scheduled for May of 2005.
8. **Federal & State Permits:** To our knowledge, no Federal or State permits are required.
9. **Financial & Technical Capacity:** Information regarding financial & technical capacity is currently being assembled by the Owner, and is forthcoming.
10. **Evidence of the Applicant's Title:** This information is forthcoming.
11. **Natural Preservation Areas:** A City open space abouts the property.
12. **Utilities:** Northern Utilities has confirmed that there is adequate gas available to service this project. Letters have been sent to CMP, the Portland Water Department, and the Department of Public Works requesting similar confirmations from those entities.

Att. 1b

**SURVEY REPORT
BOUNDARY LINE RETRACEMENT
LAND NOW OR FORMERLY OF THOMAS ALLEN COX
DEED BOOK 14482 PAGE 126
109-117 SHERIDAN STREET
PORTLAND, ME**

June 29, 2004

I. Introduction

Field work was performed between May 14 and May 19, 2004. The survey consisted of a closed traverse encompassing an area bounded westerly by Sheridan Street, northerly by Walnut Street, easterly by North Street and southerly by Cumberland Avenue. Right-of-way monuments on Cumberland and North Street were recovered during the course of the survey. John Giles, City of Portland GIS coordinator, has dated the "M" monuments circa 1820. No record local monumentation was recovered other than the right-of-way monuments.

The basis of bearing for the survey is Maine State Plane Coordinate System (NAD 83) West Zone as Determined by Static GPS observations.

II. Research

The primary sources for research were the Cumberland County Registry of Deeds, City of Portland Archives, City of Portland Tax Assessors, and R.W. Easton Associates Inc. (PLS No. 2075).

III. Findings of Fact

The boundary lines determined from deed conveyances and the actual physical lines of possession determined from an on-the-ground field survey are in conflict with each other. The following summarizes our research effort.

Source of Title

Proprietary Title was retraced to Rev. Thos. Smith, Deed Book 39, Page 378 (1793). For practical purposes the chain of title can be further divided into two sources:



SGC ENGINEERING, LLC

- Civil Design & Survey Engineering
 - Environmental & Regulatory Permitting
 - Electrical Power Systems Engineering
- Offices - Westbrook & Orono, Maine

Att. IG



Att. ID

1. For war purposes the Rev. Thos. Smith granted to the United States what is commonly known as the "Fort Sumner Lot," Deed Book 28, Page 510 (1794).
2. What is commonly known as the "William Boyd Estate," Deed book 169, Page 478 (1841).

Fort Sumner

No original monumentation was found for the Fort Sumner Lot. However, the easterly boundary of the Fort Sumner Lot is described as being the same as the westerly sideline of North Street. The original bound of North Street was retraced utilizing city records and monuments.

Through unknown conveyances John Anderson acquires the Fort Sumner lot, prior to 1865. John Anderson Dies and his estate is divided amongst his heirs, Deed book 394, Page 309 (1872). The following boundary lines can be retraced sequentially from conveyances made by the heirs of John Anderson:

Please refer to the attached worksheet for lot numbers and line designations regarding the following statements.

1. Lot 7 - Deed Book 695, Page 184 (1906): Describes a lot that is bounded on the north by a line established in Deed Book 437, Page 385 (1877) (*LINE B*), on the east by a line established in Deed Book 695, Page 184 (1906) (*LINE A*), on the south by the southerly line Fort Sumner (*LINE E*). Deed Book 695, Page 184 (1906) specifies a distance of 19.37' (for *LINE A*) running parallel to the westerly line of Fort Sumner (*LINE C*). The analysis of record information associated with *LINE A, B, C* results in a distance of 27.9' for *LINE A*. Please note that the reporting of a distance to 0.01' during this time period (1906) is unusual.
2. Lot 8 - Deed Book 695, Page 362 (1906): Describes a lot that is bounded on the south by *LINE B*, on the east by an extension (20.78') of the line established in Deed Book 695, Page 184 (1906) (*LINE A*), on the west by the westerly line of Fort Sumner (*LINE C*). *LINE C* runs for a distance of 23.86' from the southerly bound of the herein conveyed lot (*LINE B*). The record distances for *LINE S A and C* were held in establishing the northerly boundary line (*LINE D*).
3. Lot 9 - Deed Book 985, Page 319 (1917): Describes a lot that is bounded on the north by an extension of *LINE D*, on the west by *LINE A*, on the south by the southerly line of Fort Sumner (*LINE E*), and on the east by a line 33' easterly of *LINE A* and parallel to Sheridan Street (depicted as *LINE F*).



Att. 1e

William Boyd Estate

Common lines (*LINES C, E, G, N*) were established as common lines between the William Boyd Estate and the Fort Sumner lot using Deed Book 169, Page 478 (1841).

William Hoyt acquires (through several conveyances) lot number 8 and part of 9 as shown on plan number six made in the division of the William Boyd Estate recorded in Deed book 169, Page 497. The following boundary lines can be retraced sequentially from conveyances made by William Hoyt:

1. **Lot 1** - Deed Book 199, Page 404 (1846): Describes a lot bounded on the east by a line "commencing thirty five feet south westerly of said northerly corner...;" (corner of *LINE G, E*) and perpendicular to *LINE E* (*Depicted as LINE H*), on the north by Fort Sumner (*LINE E*), on the south by the southerly line of a passageway (*LINE M*) "Reserving however a passageway sixteen feet in width across the south easterly side of the herein described lot for the accommodation of this and the adjoining lots;" and on the west by a line 45' westerly and parallel to *LINE H* (*Depicted as LINE I*).

2. **Lot 2** - Deed Book 208, Page 239 (1848): Describes a lot bounded on the east by *LINE I*, on the south by a 16' passageway (*LINE J*), on the west by a line 35' westerly of *LINE I* (*Depicted as LINE K*) and on the north by a line 50' northerly of *LINE J* "Excepting what may belong to what is know as Fort Sumner..." (*Depicted as LINES L, and E*).

3. **Lot 3** - Deed Book 211, Page 261 (1848): Describes a lot bounded on the east by Fort Sumner *LINE G*, on the south by a 13' passageway (*LINE M*), on the north by Fort Sumner (*LINE E*), and on the west by *LINE H*. The location of the 13' passageway by record information is ambiguous and two scenarios can be derived:

1. **Scenario 1** - Deed Book 211, Page 261 (1848) Describes the northerly line of the passageway to be a distance of 36' southerly along *LINE H*, creating a 1' shift between the northerly line of the 16' and 13' passageways.

2. **Scenario 2** - Deed Book 214, Page 517 (1848) Describes the southerly line of the passageway to be a distance of 36' along *LINE G* from the intersection of *LINE N* and *LINE G*, creating a 1.5' shift between the southerly line of the 16' and the 13' passageways. Deed Book 214, Page 517 further describes the southerly line of the 16' and 13' passageways as thus: "thence southwesterly by said passageway and by a 16' passageway..."

The intent of **Scenario 2** that the southerly lines be contiguous was held.

4. **Lot 4** - Deed Book 211, Page 378 (1848): Describes a lot bounded on the east by *LINE C*, on the north by a line parallel and 36' northerly of *LINE L*, and on the south by *LINE L*. The westerly



Timothy A. Patch, PLS
President

Sincerely,
SGC Engineering, LLC

Please contact me directly if you have any questions or require additional information.

This report is meant to highlight the construction of the Cox property, as depicted on the accompanying Preliminary Worksheet, based on the best available evidence and operative record information. It is not a comprehensive Surveyor Report that outlines all of the specific issues associated with the property. At best, it can be stated that the record information is full of ambiguity and poor boundary descriptions. This report is provided, at the request of our client, as information to be used in the effort associated with obtaining Title Insurance for the property.

Locus Deed Book 14482, Page 127 (1999) is depicted on the City of Portland's current Tax Map number 13 as five lots: Tax lot 28, 33, 36, 66 and 67 (passageway).

IV. Conclusion

- 6. Lot 6 - Deed Book 235, Page 468 (1852): Describes a lot bounded on the east by LINE K, on the north by LINE L, and on the south by the 16' passageway. The westerly boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).
 - 5. Lot 5 - Deed Book 214, Page 517 (1848): Describes a lot bounded on the east by Fort Sumner (LINE G), on the north by a 13' passageway, on the south by the southerly boundary of lot 9 made in the division of the William Boyd Estate (LINE N), and westerly by a line 50' distant from the intersection of LINES G and M and perpendicular to the 16' passageway (LINE M).
- Title to this lot changes hands several times and may be with the heirs of Ezra T. Williams, Deed Book 311, Page 146 (1862). Williams dies and title is transferred to his heirs. His heirs are unclear due to a fire that destroyed Probate Records for the period of 1820-1905.
- boundary was determined by the city acceptance and laying out of Sheridan Street, City of Portland Records 20-388 (1881).

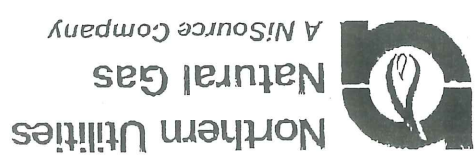
Att. 1f

Att. 19

P. 02

FAX NO. 160343694/3

JUL-01-2004 THU 03:35 PM NORTHERN UTILITIES



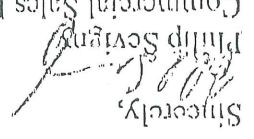
July 1, 2004

Mr. Will Finklenberg
 TRH Architects
 100 Commercial St.
 Portland Maine
 04101

Dear Mr. Finklenberg,

This letter is to confirm that natural gas is available to service the new condominium project to be located at the existing address of 17 Sheridan St. in Portland. There is a 4" low-pressure plastic main in the street that can supply the proposed 8-condominium unit building. A new gas service will need to be installed at the appropriate point in construction.

Please see the attached sheet for further information needed by Northern Utilities to complete a construction cost analysis.

Sincerely,

 Philip Sevirny

Commercial Sales Representative
 Northern Utilities, Inc.
 325 West Road
 Portsmouth NH 03801
 Tel. 603-436-0310 X 5368

325 West Road P.O. Box 508 Portsmouth, NH 03802 0508 877-427-4749 Fax: 603-422-6303

Att. 2

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

2004-0143
Application I. D. Number

Fire Copy

07/01/2004
Application Date

Sheridan Street Condominiums
Project Name/Description

117 - 117 Sheridan St, Portland, Maine

Address of Proposed Site
013 K028001

Assessor's Reference: Chart-Block-Lot

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

10,606 s.f.

Proposed Building square Feet or # of Units

Acreage of Site

R6
Zoning

Check Review Required:

Site Plan Subdivision # of lots PAD Review 14-403 Streets Review

Flood Hazard Shoreland Historic Preservation DEP Local Certification

Zoning Conditional Use (ZBA/PB) Zoning Variance Other

Fees Paid: Site Plan \$500.00 Subdivision Engineer Review Date 07/07/2004

Fire Approval Status:

Approved Approved w/Conditions Denied

Approval Date 07/12/2004 Approval Expiration 07/12/2005 Extension to 07/12/2004

Condition Compliance Lt. MacDougal Not Required Additional Sheets Attached

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

Performance Guarantee Accepted

date amount expiration date

Inspection Fee Paid

date amount

Building Permit Issue

date

Performance Guarantee Reduced

date remaining balance signature expiration date

Temporary Certificate of Occupancy

date

Final Inspection

date signature

Certificate Of Occupancy

date

Performance Guarantee Released

date signature

Defect Guarantee Submitted

submitted date

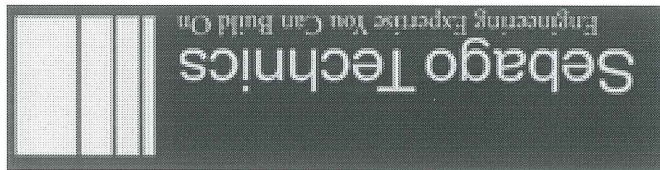
amount expiration date

Defect Guarantee Released

date

signature

Att. 3



04P143

TO: Kandi Talbot - Planner
FROM: Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.
RE: Sheridan Street Condominiums, 117 Sheridan Street, Portland, ME
DATE: September 14, 2004

Sebago Technics has reviewed the Site Plan Package (dated 7/02/04) for the proposed Sheridan Street Condominiums to be located at 117 Sheridan Street from TFH Architects. The following comments are submitted in outline format for the upcoming workshop review:

1. Stormwater Management

A. The existing property is previously developed and currently used as a 2-unit residence with garage, storage and with a small parking lot, therefore no significant increase in stormwater runoff is anticipated as a result of the proposed project. However, runoff from the project site and abutting properties and parking could be a nuisance. The applicant has not proposed any storm drainage or collection infrastructure, or foundation underdrains into a pipe system that will tie into Sheridan Street. A new drain will eliminate ice and water build-up, which will occur on the east side of the lot. A formal grading plan is requested to review elevations, pipe sizes and connections to City drainage.

2. Road Access/Circulation

A. Proposed drive aisles onto Sheridan Street are as narrow as 16 feet wide (City Standards are 24ft) and the applicant has proposed outside parking areas in the rear which accesses to this driveway in the front. We recommend that the applicant show the turning radius/movement that will be required to enter or back out of the space opposite the City's lot. It appears a difficult maneuver but may be allowed if it can be proven in the narrow location with the other cars already parked in the driveway.

B. The proposed double-stacked parking will be difficult to control without proper unit dedication or space markings. Also the parking lot/spaces shall be curbed to prevent parking from crossing over the property line or pavement per Off Street parking standards. We also recommend some kind of a visual buffer between the parking lot and abutters' lot.

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3. Grading/Erosion Control

C. A new granite tip-downs and granite curb shall be installed, for the new driveway opening. We recommend that the driveway entrance be widened to 24 feet, that handicap ramps and sidewalk be repaired to City Specifications.

A. The plan submission does not include BMP measures on the project for the site construction and soil disturbance when it occurs. BMPs are to be noted and illustrated on the detail plans, but some measures may need to be shown on the plan at the warranted location.

B. We question the grades established on the rear retaining wall and recommend a more formal geotechnical investigation on the retaining wall and potentially a fence installation, due to the presence of ledge on the site. Is a wall needed or will a ledge cut be available? How will the ledge be removed (hammered out or blasted)? This may be a sensitive issue due to the close proximity of residences.

C. Finish foundation elevations shall be noted on the drawings for the proposed building and should establish abutter's first floor elevations to compare drainage and general relative elevations from an aesthetic point.

4. Utility Installation/Location

A. It appears that "power, cable and telephone are to be underground." However the underground electric services maybe should be run in the driveway to the proposed meter banks and the gas run away from the electric service along the north end of the building.

B. Ability to serve letters will be required for sewer from the Public Works and for water from the Portland Water District to serve the project.

C. Has zoning made a determination on the encroachment of the O Donnell building within the proposed lot? Is an easement or property swap required? Does the fire department require a separation of 16 feet between new structures, and can this be reduced to ten feet?

D. What are the limits of unit ownership and common use areas? Please define on the drawings.

5. General

A. The planning staff will review the site lighting plan and the landscaping plan.

B. A dumpster location is required, details are needed for the enclosure and access.

C. All details for street infrastructure repairs/improvements shall be in accordance with City Technical Design Standards and scaled to read clearly.

D. Parking lot and driveway typical cross section details are required.

E. Typical fence/wall details are required.

F. A snow storage area may not be appropriate if landscaping will be damaged. A note shall be added discussing snow removals methods

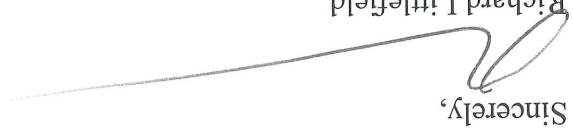
Overall this looks like suitable development for the lot and neighborhood, however there are concerns about the scale of the development given the confined access for parking. This project

36

may be conducted successfully with some more design details, or available parking (offsite?) and information to be submitted during the site plan submittal stage. Please contact our office with any questions.

JRS:jrs

Camden National Bank
Vice President
Richard Littlefield

Sincerely,


Should you have any questions on this matter, please do not hesitate to contact me at 207-774-6736.

Munjoy Hill.
Based upon preliminary review of the project and Mr. Eubank's financial capacity, we believe he has the experience and capacity to undertake and develop the eight-unit condominium project on

Gentlemen:

Re: Laurence Eubank

To Whom It May Concern:
City of Portland
Portland, ME 04101

September 13, 2004

5 Milk Street • Portland, Maine 04101 • www.camdennational.com
207-774-6736 Member F.D.I.C. 800-860-8821



Att. 4



One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
tel. 800-462-3666
207-761-8500

September 13, 2004

To Whom it May Concern:

Laurence Eubank has been a customer of Banknorth, N.A. since the mid-1990's and all loans advanced to Mr. Eubank and related entities have been handled as agreed.

We have reviewed the eight-unit condominium project to be developed on Munjoy Hill. We believe that Mr. Eubank has the financial capacity to successfully complete the proposed development and intend to propose financing for the project.

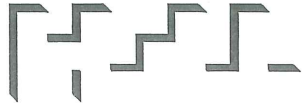
If you need any further information, please contact me at (207) 761-8604.

Sincerely,

Richard A. Blake
Senior Vice President

4a

Att. 5



MEMORANDUM

To: Kandice Talbot, Planner

From: T. Scott Teas, Project Architect

Date: 12 October 2004

Re: 8-Unit Residential, 117 Sheridan Street (Fort Sumner, LLC, applicant)

In response to the Planning Board Workshop held on September 14, 2004, your initial site plan evaluation memorandum of September 9, 2004, site plan review memorandum of September 14, 2004 by Jim Seymour or Sebago Technics, your e-mail of October 8, 2004 as well as discussions with Planning Staff, neighbors and abutters and on behalf of Laurence Eubank, my client, we offer the enclosed revised site plan drawings, details and specifications for approval at the Public Hearing to be held on October 26, 2004.

The following has been formatted in accordance with the checklist provided to us of "issues to be resolved prior to the Public Hearing:"

1. Property Line Boundaries and Right of Way Disturbance:

After discussions with abutting Sheridan Street neighbors, the applicant has opted to move the building to the south 7.54 feet, thereby creating approximately 18'-0" distance between the two-story house to the north and the northerly side of the project building. The 18-foot distance maintains a 10'-0" side yard setback from the existing walkway, which historically was assumed to be the south boundary of the "O'Donnell" property.

A trade off agreement has been reached between the applicant and the owners of the triple-decker to the south, the Noble property. This will allow for an 18-foot wide driveway, which in turn will contain a 16-foot wide access right-of-way connecting Sheridan Street to the City property to the east. (See S.G.C. drawing enclosed).

The developer proposes to provide the City with a 16-foot right-of-way along the southern property line, clear of identified parking spaces, connecting Sheridan Street with the City property to the east.

59

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.rr.com

October 12, 2004

City of Portland Planning Board
City Hall
Portland, Maine 04101

Dear Members:

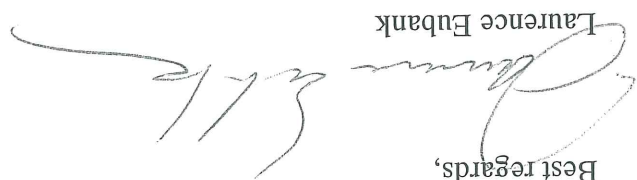
This is to report my efforts at resolving boundary issues associated with the property at 117 Sheridan Street and the eight-unit condominium project on that property that I have submitted for your consideration and approval.

To the south, I have reached verbal agreement with the abutting neighbor on a swap of land that is mutually satisfactory to each other and our respective counsel. As of this writing, professional work is in process to codify and legalize that agreement.

To the north, I have offered to give land and a prescriptive easement to the abutter. As of this writing, that offer has been refused.

Any questions regarding the above, please direct them to me at the earliest.

Best regards,


Laurence Eubank

5p

2. Sewer Capacity Letter:

At the end of June the applicant sent a letter to the Department of Public Works requesting a letter stating the ability of the Department to service this project. The Department is currently reviewing the plans, and has indicated that a letter is forthcoming.

3. Water Capacity Letter: (See attached letter from Portland Water District)

Our engineers are currently sizing booster pumps in order to provide adequate water flow and pressure for both domestic and sprinkler systems.

4. Solid Waster Disposal:

The applicant proposes to have a well-ventilated solid waste storage room located in the cellar. Rubbish pick up will be provided by a independent solid waste removal contractor. Removal would take place through the rear stair, which is a half level below finish grade.



225 Douglass St. • P.O. Box 3553 • Portland, ME 04104-3553

Customer Service Hotline (207) 761-8310
(207) 774-5961
FAX (207) 879-5837

July 12, 2004

Will Tinkenberg
TFH Architects
100 Commercial St.
Portland, Me. 04101

Re: Sheridan Street Condominiums

Will:

This letter is to inform you there may not be an adequate supply of clean and healthful water to serve the needs of the proposed eight unit four story condominium project in Portland. Checking District records, I find there is a 2 1/4" water main installed in 1904 on the west side of Sheridan Street. Please note a 6" water main starting at Cumberland in Sheridan St. only extends down to the fire hydrant, # 360 and than changes to a 2 1/4" CI main after that.

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

Hydrant Location: Cumberland Ave. @Sheridan St.
Hydrant # 106

Static pressure = 50 PSI
Flow = 787 GPM
Last Tested = 6/21/91

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

Sincerely,
Portland Water District
Jim Pandiscio
Jim Pandiscio
Means Coordinator

3. Water Capacity

5c

RECEIVED
JUL 13 2004
BY: _____



Hydrant 106

PG

5e

14 October 2004

Mr. Will Tinklenberg,
T.F.H. Architects,
100 Commercial Street,
Portland, Maine 04101

**RE: The Capacity to Handle the "Sheridan Street Condominiums,"
117 Sheridan Street, Anticipated Wastewater Flows.**

Dear Mr. Tinklenberg:

The existing eight-inch diameter sanitary sewer pipe, located in Sheridan Street has adequate capacity to **transport**, while The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to **treat** the anticipated wastewater flows of **1,456 GPD**, from the proposed condominium.

Anticipated Wastewater Flows from the Proposed Condominium:	
4 Proposed Two Bedroom "flats," @ 180 GPD/"flat"	= 720 GPD
4 Proposed Two Bedroom "town houses," @ 180 GPD/"townhouse"	= 720 GPD
16 Proposed Parking Spaces, @ 1 GPD/Space	= 16 GPD
Total Proposed Increase in Wastewater Flows for this Project	= 1,456 GPD

The City combined sewer overflow (C.S.O.) abatement consent agreement, with the U.S.E.P.A. and with the Maine D.E.P., requires C.S.O. abatement, as well as storm water mitigation, from all projects, in order to offset any increase in sanitary flows.
If The City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

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

FJB
cc:

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

5f

5. Parking:

The applicant's revised design shows 17 parking spaces, which is in compliance with the R-6 zone requirements. All but one space will be assigned to condominium owners. There are (12) 9' x 19' full-size spaces and (5) 7'-6" x 16' compact spaces. Parking spaces numbered 16 and 17 (one of which will be visitor's parking) are parallel to the entry drive. Compact spaces numbered 7 through 11 widen the circulation area and now provide for adequate maneuvering space to allow cars parked in spaces numbered 1 through 15 to back out and reverse direction prior to exiting the site.

6. Open Space Ratio:

Calculations are based on the worst-case scenario with regards to lot line adjustments. As described in paragraph 1 above, the north line is adjusted to reflect its apparent location, that which has been assumed in the past. Even with these adjustments to property lines, there will be a minimum of 11,232 square feet. The impervious area as occupied by building or paving is 8,098 square feet leaving 3,134 square feet to attributed to open space. There will be a minimum of 28% open space.

7. Landscaping:

The revised landscaping design increases the tree count from the last proposal. Two additional street trees have been added as well as a landscape buffer to provide screening of the parking area from the City property to the rear. See Landscaping Plan C 3-1.

59

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.ir.com

October 12, 2004

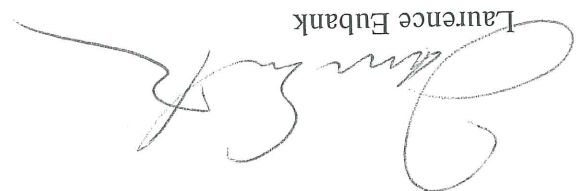
City of Portland Planning Board
City Hall
Portland, Maine 04101

Dear Members;

This is to request a waiver of the number of trees required as per zoning laws for the condominium project at 117 Sheridan Street in Portland that is before you for consideration and approval.

Further, this is to certify that I will provide appropriate landscaping for the project as requested and directed by your professional planning staff and the city's arborist.

Thank you and best regards,


Laurence Eubank

5h

8. Lighting:

The site lighting will be in accordance with the City's lighting standards, whereby all lighting will consist of "cut-off" type fixtures to avoid light pollution onto adjacent properties. One pull-mounted fixture located to the east of the building will provide illumination for the parking lot without illuminating adjacent properties. (Lighting cut sheet is attached). Lighting levels can be seen on Lighting Plan C-3-1.

9. Building to the Street:

The building has been shifted 10 feet to the west and will now have a 0' lot line setback which is consistent with the flanking Sheridan Street buildings on either side.

FEATURES & SPECIFICATIONS

INTENDED USE - Ideal for use in car lots, street lighting or parking areas.

CONSTRUCTION - Rugged, .063" thick, aluminum recline housing. Continuously seam welded for weather-tight seal and integrity.

Naturally anodized, extruded, aluminum door frame with mitered corners is retained with (two) .188" diameter hinge pins and secured with (one) quarter-turn, quick release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that snaps into door frame.

FINISH - Standard finish is dark bronze (DDB) polyester powder. Other powder architectural colors available.

OPTICAL SYSTEM - Reflectors are anodized and segmented for superior uniformity and control, which allows the flexibility to mix distributions without compromising the overall lighting job. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Three cutoff distributions available: Type II (Roadway), Type III (Asymmetric), Type IV (Forward Throw, Sharp Cutoff).

Lens is .125" thick, impact-resistant, tempered, glass with thermally-applied, silk screened powder door shield.

ELECTRICAL SYSTEM - High reactance, high power factor ballast for 100W. Constant-wattage autotransformer ballast. Removable power door and positive locking disconnect plug for 150-250W. Super CVA Pulse Start ballast required for 200W (must order SCWA option). All ballasts are copper-wound and 100% factory-tested.

Porcelain, horizontally-oriented, socket with copper alloy, nickel-plated screw shell and center contact. Medium-base socket used with 100W and 150W, mogul-base socket used with 175-250W. UL listed 1500W-600V.

INSTALLATION - Extruded, 4" aluminum arm for pole or wall mounting is shipped in fixture carton. Optional mountings available.

LISTING - UL listed for wet locations. Listed and labeled to comply with Canadian Standards (see Options).

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Series/Wattage	Voltage	Mounting*	Options
KSF 1 250M			
KSF1 100M	120	SP04 Square pole (4" arm)	
KSF1 150M	208 ¹	SP09 Square pole (9" arm) (standard) ³	
KSF1 175M	240 ¹	RP04 Round pole (4" arm) ³	
KSF1 200M	347	RP09 Round pole (9" arm)	
KSF1 250M	480 ¹	WW04 Wood pole or wall (4" arm) ³	
		WW09 Wood pole or wall (9" arm) ³	
		WB04 Wall bracket (4" arm)	
		WB09 Wall bracket (9" arm)	
		MB Mounting bracket	
		L/ARM When ordering KMA, DA12	
		Optional Mounting (shipped separately)	
		DA12P Degree arm (pole)	
		DA12WB Degree arm (wall)	
		KMA Mast arm adapter	
		KTMIB Twin mounting bar	

Distribution

- R2 IES Type II roadway
- R3 IES Type III asymmetric
- R4SC IES Type IV forward throw, sharp cutoff

- NOTES:
- Consult factory for availability in Canada.
 - Optional multi-tap ballast (120, 208, 240, 277V).
 - The SP09, RP09, or WW09 must be used when two or more luminaires are oriented on a 90° drilling pattern.
 - May be ordered as accessory.
 - Additional architectural colors available; see Architectural Colors brochure, form no. 794.3.
 - Refer to technical data section in the Outdoor binder for drilling template.

8. Lighting

OUTDOOR

Sheet#: KSFI-M

AL - 310

Number of fixtures	Four@90°	Three@90°	Two@180°	One	Two@180°	Two@90°	Three@120°	Three@120°	Three@320	Three@390	Three@490
2-3/8"	120-190	120-280	120-290	120-280	125-280	125-290	125-320	125-390	125-490	125-490	125-490
4"	135-190	135-280	135-290	135-280	135-290	135-320	135-390	135-490	135-490	135-490	135-490

Accessories: Tenon Mounting Slipfitter (Order separately)

- Shipped Separately
- PE1 NEMA twist-lock PE (120, 208, 240V)
 - PE3 NEMA twist-lock PE (347V)
 - PE4 NEMA twist-lock PE (480V)
 - PE7 NEMA twist-lock PE (277V)
 - SC Shorting cap for PER option
 - KSFHS House side shield (R2, R3)
 - KSFVIG Vandal guard

- Architectural Colors (powder finish)⁵
- DDB Dark bronze (standard)
 - DWH White
 - DBL Black
 - Classic Colors
 - DMB Medium bronze
 - DNA Natural aluminum
 - DSS Sandstone
 - DGC Charcoal gray
 - DTG Tennis green
 - DBR Bright red
 - DSB Steel blue

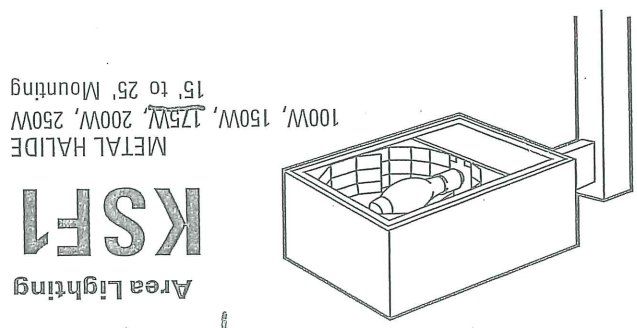
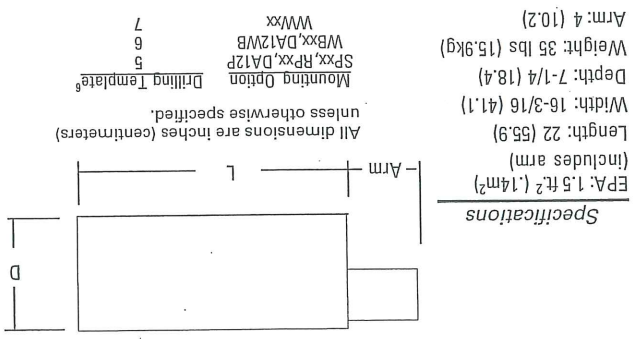
Custom cap

Shipped Installed in Fixture

Options

- SF Single fuse (120, 277, 347V, n/a TB)
- DF Double fuse (208, 240, 480V, n/a TB)
- PER NEMA twist-lock receptacle only (no photo control)
- QRS Quartz restrike system (75W max; lamp not included, 120V only)
- EC Emergency circuit
- CR Corrosion-resistant finish
- GSA Listed and labeled to comply with Canadian Standards
- SCWA Super CVA Pulse Start Ballast (n/a 100W & 175W)

Example: **KSF1 250M R3 120 SP04 SF DDB**



KSF1
Area Lighting

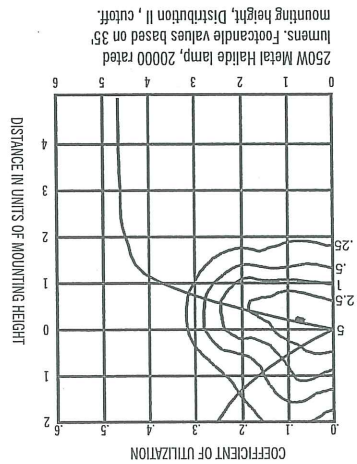
METAL HALIDE
100W, 150W, 175W, 200W, 250W
15' to 25' Mounting

Notes	51
External Rainseal	
Type	
Catalog Number	

KSF1 Arm-Mounted Rectilinear Cutoff Lighting

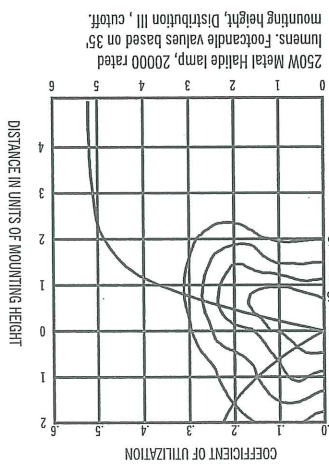
— Coefficient of Utilization
 — Initial Footcandles

KSF1 250M R2 Test No. TEST NO. 119490701



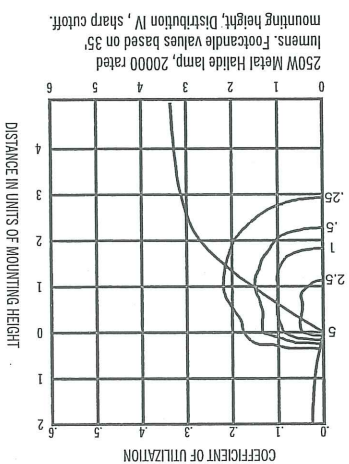
250W Metal Halide lamp, 20000 rated lumens. Footcandle values based on 35' mounting height, Distribution II, cutoff.

KSF1 250M R3 Test No. TEST NO. 1194080302



250W Metal Halide lamp, 20000 rated lumens. Footcandle values based on 35' mounting height, Distribution III, cutoff.

KSF1 250M R4SC Test No. TEST NO. 1194080901



250W Metal Halide lamp, 20000 rated lumens. Footcandle values based on 35' mounting height, Distribution IV, sharp cutoff.

NOTES:

- 1 For electrical characteristics, consult technical data tab.
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.
- 3 Photometric data for other distributions can be accessed from the Lithonia Lighting website. (www.lithonia.com)

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

15 ft = 5.4
 30 ft = 1.36
 40 ft = .77

$$\left(\frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction factor}$$



An Acuity Brands Company

KSF1-M

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Lithonia Lighting
 Acuity Lighting Group, Inc.
 Outdoor Lighting
 One Lithonia Way, Conyers, GA 30012-3957
 Phone: 770-922-9000 Fax: 770-918-1209
 In Canada: 1100 50th Ave., Lachine, Quebec H8T 2V3
 www.lithonia.com

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- 10. Financial and Technical Capability:
Letters from financial institutions were provided to the Project Planning Coordinator on Tuesday, September 14, 2004.
- 11. Neighborhood Meeting:

A neighborhood meeting was held on Tuesday, September 28. Several of the neighbors attended the meeting and asked questions. Laurence Eubank and Scott Teas answered questions. A copy of the minutes is attached.

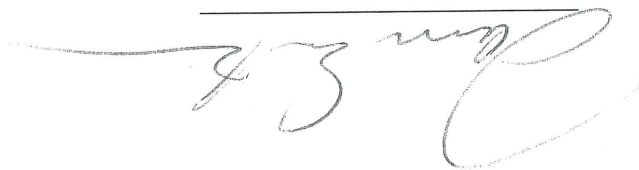
57

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.tr.com

NEIGHBORHOOD MEETING CERTIFICATION

I, Laurence Eubank, hereby certify that a neighborhood meeting was held on September 28, 2004 at Adams School, 48 Moody Street, Portland, Maine at 7:00 p.m. I also certify that on Monday, September 20, 2004, invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the 'interested parties' list.

Signed,



Laurence Eubank

Date 10/12/04

Attached to this certification are:

1. Copy of the invitation sent;
2. Sign-in sheet
3. Meeting minutes

SM

Laurence Eubank
12 Simonton Street
South Portland, Maine 04106
Tel./Fax 207-799-6340
Email: leubank@maine.rr.com

September 20, 2004

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for an eight-unit condominium development at 117 Sheridan Street in Portland.

Meeting Location:

Adams School
48 Moody Street
Gym/Cafeteria

Meeting Date:

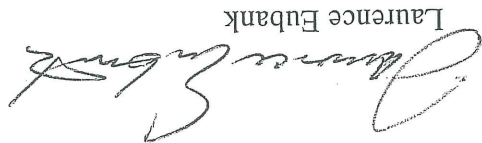
Tuesday, September 28, 2004

Meeting Time:

7:00 pm

If you have any questions, please call me at 799-6340.

Sincerely,



Laurence Eubank

Note: Under Section 14-32 (C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.

MINUTES OF MUNJOY HILL NEIGHBORHOOD MEETING
RE: SHERIDAN STREET CONDOMINIUMS

DATE: September 28, 2004

LOCATION: Adams School, Moody St., Portland

ATTENDEES:

Developer: Laurence Eubank, Fort Sumner LLC, 799,6340
Architect: Scott Teas, TFH Architects, Portland, 775,6141

Recorder of Minutes: Katherine Paul, 775.5172

Media: Chris Busby, *The Portland Forecaster*, 781.3661, ext. 100

Community Members (sign-in sheet attached):

James Courie, 32 North Street, 774.2365
William K. Gorham, 34 North Street, 774.0768
Fran Brown, 116 Sheridan Street, 772.8528

The meeting was convened by L. Eubank at 7:10 p.m. Eubank introduced himself and provided a brief history of his previous experience as a general contractor and developer in the greater Portland area. He then introduced S. Teas, of TFH Architects.

Teas told the group that he has been an architect in Portland for more than 30 years, and has worked on a number of infill housing projects similar to the proposed Sheridan Street development. He explained that these projects have all been successful, in part because they have been designed in context, with strict attention paid to local zoning regulations. The goal of these projects is to address Portland's need for additional housing without exceeding standards of reasonable density. Teas stated that the Sheridan Street condos will be sold at market value using conventional financing.

At this point, a couple of questions were raised:

- J. Courie asked for a clarification of the term "in-fill." S. Teas responded that the term refers to filling in an existing property with a building that is designed to fit the context of the neighboring properties. In this case, the building will incorporate 3-decker bay windows, in keeping with local architectural style, and will be similar in scale to surrounding 4-story buildings.
- J. Courie asked if all of the apartments will be two stories. S. Teas, referring to a model of the project, stated that there will be a total of 8 units, including 4 flats and 4 townhouses.

5p

Treas resumed his description of the project with a discussion of property lines. A recent land survey revealed that the property lines for 117 Sheridan St. run through abutting property owner Peter O'Donnell's house on the north side, and through the garden of abutting property owner Linda Noble, to the south. The Developer anticipates reaching agreements with both abutters that will resolve the property line issues to everyone's satisfaction. Parking for the development has been designed to be both safe and convenient. There will be 17 off-street parking spaces. The Developer will maintain a path clear to the city property that abuts the development to the east. Plans call for the installation of street trees and other landscaping features, in keeping with the overall landscaping characteristics of the neighborhood. Because these are 2-BR condos, it is anticipated that they will be purchased by either young professionals or empty nesters, as opposed to families.

A Question & Answer Session followed.

- W. Gorham asked if any blasting would be required at the site. S. Teas responded that it is not known for certain at this time. A geotechnical engineer consulted by the Developer and Architect has suggested there may be a need for blasting in a corner of the property designated for parking. However, Teas said he believes encounters any ledge, those plans could be modified. Should blasting be required, Teas explained that there are extensive procedural guidelines that will be followed, including: photographic documentation of existing buildings within the required radius; insurance coverage for potential damage caused by blasting; and adequate advance warning.
- J. Courie asked about the proposed building's proximity to the street. S. Teas responded that the building will be constructed in line with the existing buildings.
- J. Courie commented that he lives on North Street, where "we just had to endure a new apartment building." He stated that Munjoy Hill is the most densely populated neighborhood in the state. It seems that whenever there is an open lot on the Hill, the response is "let's put something there." Courie suggested that there must be other places in the city to build apartments, rather than in this already densely populated neighborhood. S. Teas responded that it is his belief that Parkside is actually the most densely populated neighborhood in Maine. He also said that he believes Maine is fortunate to have neighborhoods within walking distance of downtown Portland. He pointed out that population density supports public transportation, the arts, and city services. "For a lot of us, there's a vitality that goes along with density," he said, adding that the building of more housing in these areas is preferable to urban sprawl. W. Gorham commented that it's the decision to require 2- and 5-acre house lots that creates urban sprawl, "not what we do here in the city."
- F. Brown returned the conversation to the topic of blasting, asking when would it occur, and how loud would it be? S. Teas responded that the noise will be abated.

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The size of the charge required to dislodge the ledge is what affects abutting properties. If any blasting occurs at this site, it would be limited to small, contained charges, he said. Extreme caution would be taken to limit the impact. If any damage to neighboring properties occurs, the Developer's insurance will cover it. L. Eubank stated that he would not hesitate to shrink the basement to avoid blasting. Brown asked if blasting would occur during daytime hours. Teas said yes.

- W. Gornham asked L. Eubank if he has built other multi-unit buildings in Portland. Eubank said that he has worked on numerous multi-family restorations in Portland, and has built single-family homes in the Greater Portland area, including in Bramblewood and North Deering.

- C. Busby asked for confirmation of the existing house number as 117, and asked what the other house numbers will be. S. Teas responded that they do not yet know.

- J. Courie wished the Developer and Architect good luck.

The attendees dispersed, and the meeting ended.

5P

As previously indicated, the parking space count has been increased to 17. By creating compact spaces to the rear of the property, adequate maneuvering space has been created to allow those cars at the rear of the property to back up and reverse direction to exiting the site. Tip down curbs will be created at either side of the new entry drive to allow for handicap transit along Sheridan Street.

12. Traffic Engineer's Issue:

13. Development Review Coordinator Items:

See herein and revised drawings.

14. Encroachments of Buildings, etc.:

To the best of the applicant's knowledge, the revised site plan is "as of right" with regards to the R-6 zone requirements.

15. Public Easement Access:

As requested by Planning Staff, a 16-foot wide public access easement has been provided in the vicinity of the existing driveway connecting the City's "public land" to Sheridan Street.

16. Condo Documents:

See enclosed.

Att. 6

Easement and Release

Fort Sumner LLC, a Maine limited liability company with a place of business in

South Portland, Maine, hereby grants to the City of Portland, Maine, a municipal

corporation, an easement for pedestrian access for use by the Grantee and the public,

across land owned by Grantor at 117 Sheridan Street in the City of Portland, Cumberland

County, State of Maine, such land owned by Grantor being more particularly described in

a Warranty Deed from Thomas Allen Cox to Grantor dated September 28, 2004, and

recorded in the Cumberland County Registry of Deeds in Book 21832, Page 163, said

easement area being sixteen (16) feet wide and described on **Exhibit A** attached hereto

and incorporated herein.

In consideration of the foregoing easement, Grantee hereby releases to Grantor all

right, title and interest in Grantor's above-described land, for itself and members of the

public, except the pedestrian easement conveyed herein.

Executed under seal this _____ day of October, 2004

Witness:

Fort Sumner, LLC

By:

Laurence Eubank
Its Manager

City of Portland, Maine

By:

Joseph Gray
City Manager

la

State of Maine
County of Cumberland
October _____, 2004
Personally appeared before me the above named Laurence Eubank, Manager of Fort Sumner LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Attorney / Notary Public
Print name: _____
My commission expires: _____

State of Maine
County of Cumberland
October _____, 2004

Personally appeared before me the above named Joseph Gray, City Manager of the City of Portland, Maine as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said municipal corporation.

Attorney / Notary Public
Print name: _____
My commission expires: _____

Att-7

**DECLARATION OF
FORT SUMNER PLACE CONDOMINIUM**

**ARTICLE I
SUBMISSION**

Fort Sumner LLC, a Maine limited liability company with a place of business in South Portland, Maine (the "Declarant"), hereby submits the land, improvements and easements known as "Fort Sumner Place Condominium" with all buildings and improvements thereon located within the City of Portland, Cumberland County, Maine, and more particularly described in Schedule A attached hereto (the "Property") to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, and hereby creates "Fort Sumner Place Condominium" (the "Condominium"). The Property is shown on the condominium plat and plans to be recorded herewith in the Cumberland County Registry of Deeds identified as follows: "Condominium Plat for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by SGC Engineering, LLC and dated _____, 2004 (the "Plat") and "Condominium Plans for Fort Sumner LLC (owner of record), Fort Sumner Place Condominium" prepared by TFH Architects and dated _____, 2004 (the "Plans"). The unit owners' association shall be a Maine nonprofit corporation known as "For Sumner Place Condominium Association" (the "Association").

The Condominium created pursuant to this Declaration consists of the Property and eight (8) units known as Units 1 through 8, subject to the Special Declarant rights set forth in this Declaration. Reference is made to the Final Site Plan of Fort Sumner Place Condominium approved by the City of Portland Planning Board on _____, 2004, duly recorded in said Registry of Deeds in Plan Book _____, Page _____.

The terms used in this Declaration, the Bylaws of the Association or the Plat and Plans generally shall have the meanings specified in the Maine Condominium Act, except as otherwise defined herein.

**ARTICLE II
UNIT BOUNDARIES**

Section 2.1 Units.

For each unit, the identification number and approximate area are shown on the Plans.

Each unit includes the following items:

- A. All interior spaces and partitions (excepting those portions thereof which are structural or load-bearing) and interior doors wholly within the unit;
- B. Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, and any other materials constituting any part of the finished surfaces thereof);
- C. Windows and doors providing access to the common elements and limited common elements, including their exterior surfaces, locks, hardware, and tracks but excluding their frames, thresholds and sills;
- D. Bathroom and kitchen fixtures, water heaters, heating and air

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conditioning units, fans, and kitchen appliances; and

F. Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the unit's circuit breaker distribution box inwards, and portions of electrical, water, cable and sewer utility lines, wires, pipes, ducts and equipment serving only that unit and located within the unit's general boundary lines as herein described.

Notwithstanding subsection C above, no unit owner shall alter the exterior appearance of window and doors providing access to the common elements and limited common elements, including without limitation the grills on the doors and windows and the window sashes.

Section 2.3 Unit Boundaries.

The boundaries of each unit are as shown on the Plans and generally are as follows:

- A. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each unit generally are the following boundaries extended to an intersection with the vertical (perimeter) boundaries:
 - (1) Upper Boundary: The planes at the lower surfaces of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.
 - (2) Lower Boundary: The horizontal plane at the upper surface of the concrete floor slab or subflooring.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the units generally are the vertical planes at the interior surface of the gypsum board of all walls bounding the unit, extending to intersections with each other and with the upper and lower boundaries. The vertical boundary lines also specifically include the exterior surface of doors, window glass, storm window glass, and glass walls, but excludes their frames, sills and thresholds.

Except as specified in this ARTICLE II, all spaces, fixtures and improvements within a unit's boundaries are a part of that unit. No unit owner shall permit or suffer any impairment of any load-bearing, structural, sound deadening or fire resistant features between units.

A unit does not include: the exterior walls, eaves, overhangs, porches, patios, roof rafters, roof trusses, floor joists, wall studs, wall sound channels, basement, foundation and land; the pipes, wires, conduits, flues, ducts, pipes, or other utility lines running through a unit which serve more than one unit or which serve the common elements or which serve another unit(s).

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental approvals, permits and licenses. The subdivision of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of ownership of common elements and liability for common expenses shall be allocated equally and prorata to each unit according to the number of units that have been created in the Condominium. Each unit shall have one (1) equal vote as a member of the

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Association. The allocations of common element interest, voting rights and common expense liability apportioned to each of the 16 units are set forth in Schedule B.

**ARTICLE III
COMMON ELEMENTS**

Section 3.1 Common and Limited Common Elements.

A. Common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

- (1) The land, with the benefit of and subject to all easements, covenants, agreements, and restrictions of record as of the date hereof, including without limitation the rights and easements described in **Schedule A**;
- (2) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes, water and septic pipes, tanks, pumps, fields, and all other utility lines and equipment which serve more than one unit or the common areas (excepting equipment owned by public and municipal utilities);
- (3) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit or units, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act: for each unit, any deck attached to or existing within such unit and the parking spaces.

**ARTICLE IV
SPECIAL DECLARANT RIGHTS
AND DECLARANT CONTROL PERIOD**

Section 4.1 Special Declarant Rights.

The Declarant reserves, for the benefit of Declarant and its successors and assigns, the following rights with respect to the Property (the "Special Declarant Rights") until the construction, marketing and sale of all units created hereunder, and until the common elements are completed:

A. To locate and relocate in the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement, inspection and use of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable television, natural gas, and sewer/septic and transformers, meters, pumps, tanks, each field, 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 unit owner's consent and that the common elements disturbed promptly shall be reasonably restored upon installation and repair of such utility improvements;

B. To connect with and make use of utility lines, wires, pipes, conduits and facilities 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 and limited common elements for the alteration, repair and construction of units, common elements and limited common elements (including

ARTICLE V

This ARTICLE IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Waldo County Registry of Deeds. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred and assigned by recorded instrument or specifically referring to the transferred rights and executed by Declarant and its successor or assignee.

Section 4.5 Amendments to Article IV.
Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold units as the owners of individual units after initial conveyance thereof by the Declarant.

Section 4.4 Unsold Units.
The Declarant reserves, for the benefit of Declarant and its successors and assigns, the right until five (5) years from the date of recording this Declaration: To complete construction of the units, driveways, parking areas, common element and limited common element structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit, or in and on the common elements.

Section 4.3 Completion of Buildings.
The exercise of Special Declarant Rights shall be subject to the following restrictions: No changes shall be made in violation of the City of Portland Planning Board site plan approval, as evidenced by the Final Site Plan dated _____, 2004, and any condition imposed in connection therewith, except in accordance with applicable law.

Section 4.2 Limitations on Special Declarant Rights.
F. The Special Declarant Rights established under the Condominium Act. (Period").
duly recorded, whichever occurs first (together, the "Declarant Control Period").
(1) Five (5) years of the first conveyance of any unit, or
(2) Until voluntarily waived in whole or part by Declarant by written notice

Declarant, but no later than:
D. To use the common elements and limited common elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time to time within the Property (upon relocation, the furnishings thereof may be removed); to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;
E. To appoint and remove members of the Executive Board of the Association (the "Board") and officers of the Association until sixty (60) days after the sale of the 12th unit by Declarant, but no later than:

without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of storm water drainage and septic systems and the installation of signs and lighting for sales and promotional purposes;

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AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 5.1 Amendment of Declaration. This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to ARTICLE X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to ARTICLE X. Unit owners and Eligible Mortgage Holders, if required by ARTICLE X, may express their approval in writing or by proxy.
C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 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, or with respect to or affecting the Special Declarant Rights, without the prior express written consent of the Declarant.

Section 5.3 Amendment to Comply with Secondary Market Mortgage Requirements. It is Declarant's intent that this Declaration comply with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements, and Declarant reserves the right to so amend this Declaration.

**ARTICLE VI
DAMAGE OR DESTRUCTION**

Section 6.1 Repair. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under ARTICLE VII;
- 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, including every owner of a unit or limited common area that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in ARTICLE X.

Insurance deductibles and the cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any insurance shall be a common expense.

Section 6.2 Application of Insurance Proceeds. If the entire Condominium is not completely repaired or replaced:

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A. The insurance proceeds attributable to the damaged units and common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

B. The insurance proceeds actually received by the Association and attributable to units that are not rebuilt, including without limitation the interest in the common elements and in limited common elements, shall be distributed to such unit owners and their mortgagees; and
C. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted by the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements in connection therewith. As such, each unit owner, except the Declarant (or its successors and assigns) with respect to unsold units, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with adjusting a loss covered by such insurance. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. The insurance proceeds shall be paid to the Association as trustee for the unit owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, ARTICLE VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the then-remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a unit owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's fixtures, permanent improvements and betterments within the unit, the unit owner shall be responsible for the expense of repair or replacement thereof.

Section 6.3 Association Public Liability Insurance.

The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from law suits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be changed in the Board's discretion.

**ARTICLE VII
REMOVAL FROM THE CONDOMINIUM ACT**

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The submission of the Property to the Condominium Act herein shall not be terminated unless (i) eighty percent (80%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act and (ii) the percentage of the Eligible Mortgage Holders required by Article X 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 7.2

Upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

ARTICLE VIII
EMINENT DOMAIN

Section 8.1

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 the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, 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 instrument reflecting the reallocations.

Section 8.2

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 interest divested from the partially acquired unit shall automatically be reallocated to that unit and the remaining units in proportion to their respective allocated interests of those units with the partially acquired unit participating in the reallocation on the basis of its reduced allocated interests.

Section 8.3

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 unit owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuils or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4

In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. As such, each unit owner, except the Declarant (or its successors or assigns) with respect to unsold units, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a proposed acquisition by eminent domain. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgage of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of units and/or common elements.

ARTICLE IX

GENERAL ADMINISTRATIVE PROVISIONS

Section 9.1 Easement for Access, Utilities and Support.

A. Apurtenant to each unit is 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 streets adjoining the Property.

B. The Association, the Declarant, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act and the Bylaws. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time or notified in advance of such entry.

C. Each unit shall have an easement in common with all other units to use all pipes, wires, ducts, cables, conduits, utility lines and other elements serving such unit and located in any of the other units or on the common elements.

D. Each unit sharing a party wall with the adjacent unit shall have an easement for support from such other unit, and an easement for driving and removing nails, screws, bolts and other attachment devices into the unit side surface of the party wall, whether concrete or framing which supports the dry wall, to the extent such nails, screws, bolts and other attachment devices may encroach into the adjoining unit or common areas; provided, however, that any such action shall not adversely affect either the structural, thermal or acoustical character of the party wall.

Section 9.2 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for structural and lateral support over every unit and over the common elements and limited common elements; each unit, the common elements and limited common elements shall be subject to an easement for structural and lateral support in favor of every other unit. If any portion of the common elements or limited common elements hereafter encroaches upon any unit, or if any unit hereafter encroaches upon any other unit or upon any portion of the common elements or limited common elements, a valid easement appurtenant to the encroaching units, common elements or limited common elements for said encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of a taking in the nature of eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the common elements or limited common elements

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upon any unit or of any unit upon any other unit or upon any portion of the common elements or limited common elements due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching units, common elements or limited common elements for such encroachments and the maintenance thereof shall exist so long as that Building as so rebuilt shall stand. Notwithstanding any of the foregoing, the Declarant, as builder of the units, shall have no liability for immaterial deviations from the Plat that result in encroachments which are subject to easements under this Section 9.2.

Each unit sharing a party wall with an adjacent unit shall have an appurtenant easement to the extent necessary for structural and lateral support and for acoustic and thermal integrity from the adjacent unit sharing such party wall.

Section 9.3 Use.

Each unit may be used and occupied subject to all restrictions contained in this Declaration, the Bylaws of the Association, and the rules and regulations of the Association, as amended from time to time. The units are restricted to single-family residential use, except that the Declarant may use the Property in the exercise of Special Declarant Rights and unit owners may use their units as home offices for telecommuting purposes; provided, however, that, with respect to use other than by Declarant pursuant to its Special Declarant Rights, no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall occupy such unit. Except by Declarant pursuant to its Special Declarant Rights, no unit owner shall be allowed to install a sign visible from the common elements or limited common elements indicating or advertising a commercial use or home office use in any unit. Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances and regulations, and unit owners indemnify and hold harmless the Association and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.4 Pets.

The keeping, boarding and/or raising of farm animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements or limited common elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other domesticated species of animals is permitted subject to regulation by the Board. All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit, and pets and animals shall not be permitted outside of a unit except on a leash attended by a responsible person. The unit owner is responsible for the clean up of the pet's excrement. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside without both wearing a leash and being under the immediate supervision of a responsible person. With respect to all animals, except fish, the aggregate number of animals per unit shall not exceed two (2). The Association shall have the power to further regulate pets and animals under the Bylaws or rules and regulations of the Association as promulgated or amended from time to time, including without limitation the power to regulate the size and species of pet, to establish additional behavior requirements and to expel any offending pets and animals from the Property.

Section 9.5 Leasing of Units.

All leases of units must be in writing in a form approved by the Board. No unit shall be rented for transient or hotel purposes or in any event for an initial term with any tenant of less than six (6) months and no portion of any unit (other than the entire unit) shall be leased for any period, except as allowed in writing by the Board. The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide

that the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder 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. Each unit owner, promptly following the execution of any lease of a unit, shall forward a conformed copy thereof to the Board.

Section 9.6 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited 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 unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance or administrative ruling.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 10.1

Any first mortgagee of a unit may file a request identifying itself as a first mortgage holder and the number of the unit encumbered by its mortgage with the Association by certified or registered first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an "Eligible Mortgage Holder"; the Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders 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 quarterly common charges, 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 the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;

D. Any condemnation proceeding against any of the Property;

E. Material destruction of any portion of the common elements or limited common elements or any improvements thereon; or

F. 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 10.2

For a material amendment to the Declaration except in connection with the exercise of Special Declarant Rights, 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;

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B. Change in percentage liability for common expenses, assessment liens for

common expenses, or the subordination of assessment liens;

C. Reserves for maintenance, repair and replacement;

D. Responsibility for maintenance and repairs;

E. Reallocation of pro rata interests in the common elements or limited common

elements or rights to their use;

F. Boundaries of any unit;

G. Convertibility of units into common elements or vice versa;

H. Expansion or contraction of the Condominium, or the addition, annexation or

withdrawal of property to or from the Condominium;

I. Insurance or fidelity bonds;

J. The rights to lease units;

K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her

unit;

L. A decision by the Association to establish self management when professional

management had been required previously by an Eligible Mortgage Holder;

M. Restoration or repair of the Property (after damage or destruction, partial taking

by eminent domain or condemnation) in a manner other than that specified in this

Declaration;

N. Any action to terminate 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 subsection 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 quarterly 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.

When unit owners are considering termination of the Condominium for reasons other

than substantial damage, destruction or taking by eminent domain of the Condominium, the

Eligible Mortgage Holders representing at least 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 the

Declaration shall be presumed when an Eligible Mortgage Holder fails to submit a response to

any written proposal for an amendment within 30 days after the proposal is made.

Section 10.3 Records.

An Eligible Mortgage Holder may, at its sole expense, 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. After the first conveyance of an individual unit (as distinguished from the conveyance of the entire project or Condominium) by the Declarant, the Association shall have an audited financial statement prepared within one hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from a holder of a mortgage on a unit, an insurer thereof, or an institutional guarantor thereof, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection (including without limitation reasonable attorneys' fees) 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 unit owner from any personal liability for any unpaid portion of the lien. The recordation of this Declaration

"Common expenses" shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace portions of the units that are the Association's responsibility pursuant to this Declaration and the common elements and limited common elements, as necessary to keep the same a first-class condition with respect to appearance, operation and function and utilities used in connection with the operation and maintenance of the common elements and limited common elements.

or limited common elements, except as expressly provided in this Declaration.

E. No adjustment to the common expense assessments against unit(s) shall be allowed or made based on the frequency or intensity of use of common elements

D. Electricity, gas, water, sewer, cable television and telephone services, if such services are available, shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity, gas, water and sewer 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.

C. 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.

B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.

A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.

The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule C, subject to the following:

Section 11.1 Common Expense Assessments

ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.

ARTICLE XI

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 of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

Section 10.4 Dispositions by Mortgages.

requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

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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.

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 one (1) quarter's 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. While the Declarant controls the Association pursuant to this Declaration, the Declarant shall not use the working capital fund described above in this paragraph to offset its expenses, to make the required working capital fund contributions for units owned by the Declarant (except to reimburse itself as provided above), or to fund initial construction costs.

The Declarant shall not be liable for any assessments for any particular unit owned by the Declarant until the later to occur of (i) sixty (60) days after the first conveyance of any unit to a purchaser, (ii) until the Association makes its first common expense assessment, or (iii) the date upon which a such unit owned by the Declarant is ready for occupancy.

Section 11.2 Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit 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 a unit owner, members of his/her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the unit other than required by this Declaration, or the unit owner, members of his/her family, guests or tenants, damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, 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/septic and/or other utility services and equipment. The expense of charges for water and sewer/septic services and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board in their discretion and assessed quarterly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the water and septic systems may be assessed either as a common expense or as a service charge.

C. Insurance premiums on permanent improvements to units installed by unit owners and insured by the request of the unit owner with the Association's hazard insurance carrier.

Section 11.3 Liability.

Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, 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 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners. After the first conveyance of an individual unit, the budget shall 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 11.5 Violations.

Any unit owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the unit owner may be prohibited by the Board from the use and enjoyment of any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

ARTICLE XII

MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Generally the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with the Section 1603-107(a) of the Maine Condominium Act. Every owner shall perform promptly all maintenance and repair work on his unit that, if omitted, would affect the Condominium in its entirety, the common elements, or other unit(s), and any such unit owner shall be responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association, after notice to the owner and opportunity to be heard before the Board of Directors, shall be entitled to assess the expense thereof as a

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service charge due in full at the time of the next regular monthly payment.

B. Each unit owner shall keep and maintain his unit and its equipment, fixtures appliances and appurtenances in good order, condition and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance and condition of his unit. No unit owner shall sweep or throw, or permit to be swept or thrown, from his unit onto the common elements or limited common elements any dirt, debris, trash or other substance. In addition, each unit owner shall be responsible for all damage to any other units or to the common elements or limited common elements resulting from his failure or negligence to make any of the repairs required by this Article XII. Each unit owner shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. Each unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

C. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Board of Directors; provided, however, that all trash, garbage and other waste shall be kept indoors in container provided for such purposes until set curbside for pick up. No articles of personal property belonging to any unit owners shall be stored in any portion of the common elements or hallway, corridor, stairway, lobby and entryway limited common elements.

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

E. Each unit shall deposit only food waste in the garbage-disposal system and tissue paper and human waste in the toilets.

F. No unit owner shall use his unit in such a manner as to create a nuisance or disturbance of other unit owners. No unit owner shall play or permit to be played any musical instrument or operate or permit to be operated a stereo system, television, or other electronic or mechanical, sound-producing machinery, appliance or device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other unit. No unit owner shall erect or maintain an outside television or radio antenna, except for small satellite dishes not in excess of 18 inches in diameter which may be installed with the prior written consent of, and pursuant to any conditions imposed by, the Board of Directors, and which nevertheless must be installed (i) such that they are not visible from public streets, (ii) such that no more than one dish is installed on any building, which dish, if installed, could be used by all of the units in such building desiring access to the dish, and (iii) otherwise in the most visually discrete manner.

G. Unit owners shall maintain the interior of their units during the heating season at a temperature of at least 50 degrees Fahrenheit at all times.

H. Pursuant to the approvals received from the City of Portland, the

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following restrictions apply to the Condominium.
(1) The Association shall be responsible for all snow plowing and maintenance to "Drive."
I. Common elements and limited common elements provided for access to the units, including without limitation hallways, corridors, stairways, entryways, lobbies, sidewalks, and pathways, shall be used only for access to and from units by pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

Section 12.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the portions of the units that are the Association's responsibility under this Declaration, the common elements including the limited common elements (except as otherwise specifically provided herein) and shall establish reasonable reserves for such purposes. 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 upon written notice after the Declarant Control Period expires.

Section 12.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially affect the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, signs, canopies, sheds or other structures, plant or remove trees, shrubs or material alter the landscape or grading, limited common elements, or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein without the written permission of the Board.

Notwithstanding the foregoing, each Unit owner may, at the Unit owner's cost, install a standard window air conditioning unit in a window in each of the master bedroom and the living room, provided that such air conditioner units must be located on the water side (i.e. the back side) of the Unit. Any such window air conditioning units installed by a Unit owner will be installed according to the manufacturer's instructions, in compliance with all applicable law, and in a manner that does not materially affect the structure or the weather tightness of the Unit. The Unit owner shall maintain in an attractive and good condition any window air conditioning unit installed in the Unit.

Section 12.4 Preservation of Property.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value the Property or any component thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Board. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature in the units or left on or used on the common elements or limited common elements.

Section 12.5 Liability for Damage.

Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents,

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contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

ARTICLE XIII
ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine and to be known as the "Fort Summer Place Condominium Association". Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association, all as if fully set forth herein.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Interpretation.

In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern.

Section 14.2 Conflict.

If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or 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 of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 14.3 General Provisions.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.
B. 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.
C. 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 that may occur.

Section 14.4 Interpretation.

Any dispute or disagreement between unit owners with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board, which determination shall be final and binding on all parties.

Section 14.5 Invalidity.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws,

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any deed to a unit, or the rules and regulations of the Association 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 14.6 Dispute Resolution.

Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the By-laws, the rules and regulations issued by the Association or a decision of the Association.

In any dispute between one or more unit owners and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. As such, each unit owner, except the Declarant, hereby irrevocably constitutes and appoints the Association its true and lawful attorney, with full power of substitution, to represent such unit owner in any proceedings, negotiations, settlements, or agreements in connection with a dispute with the Declarant. The foregoing power of attorney conferred upon the Association by this Declaration, being coupled with an interest, shall be irrevocable so long as any such person (other than the Declarant) owns a unit. This power of attorney shall not be affected by the disability or incompetence of such a unit owner. In any dispute between one or more unit owners arising under this Declaration, prior to formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

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ARTICLE XV
NOTICES

Section 15.1

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 to such unit owner respectively either by delivering it in person, by sending it to his/her unit by first-class United States mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of February _____, 2004.

Fort Summer LLC

Witness
By: _____
Laurence Eubank
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2004

Personally appeared before me the above-named Laurence Eubank, Manager of Fort Summer LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Attorney-at-Law/Notary Public
Print name:

SCHEDULE A
[NEW LEGAL DESCRIPTION]

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SCHEDULE B

Unit No.	Common Element and Assessment Interest	Voting Interest	Parking Spaces
1	12.5%	1	
2	12.5%	1	
3	12.5%	1	
4	12.5%	1	
5	12.5%	1	
6	12.5%	1	
7	12.5%	1	
8	12.5%	1	
Total	100.00%	8	

Att. 8

BYLAWS
of
FORT SUMNER PLACE CONDOMINIUM ASSOCIATION

ARTICLE I

CREATION AND APPLICATION

Section 1.01 Creation.

A. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of premises known as Fort Sumner Place Condominium (the "Condominium") located on Sheridan Street, Portland, Maine, to the Maine Condominium Act pursuant to Fort Sumner Place Condominium Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is Fort Sumner Place Condominium Association (the "Association").

B. The term "Premises" as used herein shall include the land, the building and all other improvements thereon (including the units, the common elements and all easements, rights and appurtenances belong thereto) and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Section 1.02 Application.

All present and future unit owners, mortgagees, lessees, and occupants of the Units, their employees, agents and invitees, and any other persons who may use the Premises in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office.

The principal office of the Association shall be located at the Condominium.

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PURPOSES AND POWERS OF THE ASSOCIATION

ARTICLE II

Section 2.1 Purposes.

A. The purposes of the Association are to establish an association of unit owners pursuant to the Maine Condominium Act for the governance, operation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers.

A. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Non-Profit Corporations Act, all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

1. Adopt and amend these Bylaws and Rules and Regulations;
2. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from unit owners;
3. Hire and terminate managers and other employees, agents, and independent contractors;
4. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney in fact of each unit owner for such purposes;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of common elements provided, however, that the use of the limited common elements may not be changed without the consent of those unit owners affected or except as provided in the Declaration;
7. Cause additional improvements to be made as a part of the common elements, subject to the restrictions set forth herein and in the Declaration;

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

9. Grant easements, leases and licenses for public utilities servicing or benefiting the Premises through or over the common elements;

10. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements;

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

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

13. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

14. Exercise any other powers conferred by Declaration or Bylaws; and
15. Exercise all other powers that may be exercised pursuant to the Maine

Nonprofit Corporation Act.

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

Section 2.3 Non-Profit Status.

The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Premises, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

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ARTICLE III
ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members in the Association shall consist exclusively of all owners of units in the Condominium now or hereafter created in accordance with the Declaration or, following termination of the Condominium, of all former unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of interest in the unit accomplished in accordance with Declaration, whereupon such membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the second Saturday of June, or in the event that day is a legal holiday, then on the first day thereafter that is not a holiday. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of fifty percent (50%) or more in interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings.

A. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed Declaration or Bylaw amendment, any budget changes and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, 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 listed with the records of the Association as set forth below and to each Eligible Mortgage Holders if and as required by the Declaration:

1. By hand delivering it to him, or
2. By mailing it, postage prepaid, addressed to the member at the address of the Unit or any other address designated in writing by that member with the records of the Association.

B. The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice.

The presence of all the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business.

A. The order of business at all meetings of the members shall be generally as follows, if applicable:

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1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Report of Board of Directors.
6. Report of committees.
7. Election of the Board of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

3.7 Parliamentary Procedure.

At all meetings of the members or of the Board of Directors, Roberts Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or the Declaration as the case may be shall prevail.

Section 3.8 Quorum.

The presence at the beginning of any meeting of the Association, in person or by proxy of unit owners whose aggregate voting interest constitutes more than fifty-one percent (51%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, persons, partnership, corporation, trust, or other legal entity or a combination thereof, owning any unit (other than an interest held as security for an obligation) duly recorded in his, their or its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and may vote either in person or by proxy.

B. Multiple owners of a unit shall be deemed one owner. If only one of the multiple owners of a unit is present in person or by proxy at a meeting of the Association, he is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority

in interest of the owners. There is presumed to be a majority agreement if any one of the

multiple owners present casts the votes allocated to that unit unless any of the other owners of the unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a unit may be cast pursuant to a proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, 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 of record by a duly recorded conveyance. If the unit has not been so transferred, he shall satisfy the secretary that he so holds the unit.

E. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each unit shall have the vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those members present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those persons receiving the greatest number of votes, though less than a majority, shall be elected. To the extent required by the Condominium Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such unit owners are present.

Section 3.10 Adjournment.
Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members at a meeting duly called therefor.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Number and Qualifications.

The affairs of the Association shall be governed by a Board of Directors, which initially shall be composed of three (3) directors appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect five (5) directors; a majority of such directors shall be the owner or the spouse of an owner of a unit, or if a unit owner is a corporation, partnership, trust or estate, then a designated agent thereof. The number of directors may be changed by amendment to these Bylaws.

Section 4.2 Election and Term of Office.

Initially upon expiration of the Declarant Control Period, two (2) directors shall be elected for a term of one year each and three (3) for a term of two (2) years each. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his successor has been elected.

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Section 4.3 Powers and Duties.

The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically are reserved to the members.

Section 4.4 Other Duties.

In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the common elements and limited common elements, including the maintenance, repair and replacement thereof;
- C. Determination and collection of common expenses assessments and service charges from the owners and the regulation of the Association's fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of common elements and limited common elements and for contingencies;
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the common elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.

The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on ninety (90) days notice at any time with or without

cause after the expiration of such period.

Section 4.6 Appointment and Vacancies.

A vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the expiration of the Declarant Control Period shall be filled by vote of the members. Vacancies in the Board of Directors prior to the expiration of the term of a director caused by any other reason shall be filled by vote of the other directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors.

At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by the members. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final.

Section 4.8 Compensation.

No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association members and at the same place, and no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his unit, or by telephone, at least ten (10) days prior to the day named for such meeting.

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Section 4.11 Special Meetings.

Special meetings of the Board of Directors may be called by the President on ten (10) days' prior notice to each Director, given personally or by delivery to his unit, 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 upon the written request of two (2) or more Directors.

Section 4.12 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 shall be a waiver of notice by him of the time and place thereof, unless such Director's attendance is only to object to the form of notice of such meeting. If all the Directors are present at any meeting of the Board, except to object as provided above, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum.

At all meetings of the Board of Directors, the presence of a majority of the Directors at the beginning of a meeting shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action that may be taken at a meeting of the 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

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shall have the same effect as a unanimous vote at a duly-called Directors' meeting.

ARTICLE V

OFFICERS

Section 5.1 Designation.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be necessary.

Section 5.2 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.

Section 5.3 Removal of Officers.

Upon a majority vote 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. Any officer whose removal has been proposed, shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President.

The President shall be the chief executive officer of the Association and shall be a Director. He shall preside at all meetings of the Association and of the Board of Directors.

Section 5.5 Treasurer.

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board of Directors, for the preparation and

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 to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Board of

Directors 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 offices of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary or any assistant 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.

Section 5.7 Auditor.

The members 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.

Section 5.8 Amendments to Declaration.

The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI

FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 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. All financial records of the Association, except as provided in the Declaration, shall

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be available for examination by unit owners, mortgagees and their duly authorized agents and accountants at reasonable times with reasonable advance notice.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. As provided in the Declaration, the proposed budget approved by the Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners.

B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

1. Management and administration expenses;
2. The cost of operation, repairs, maintenance, replacement, and improvements of common elements, limited common elements and facilities benefiting the Premises;

3. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;
4. The establishment and maintenance of adequate working capital and operating reserves including general operating reserves, reserves for contingencies, for losses not covered by insurance or due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common elements and limited common elements the Association is obligated to maintain, all to be held in a segregated 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; and

5. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

not necessary to establish or perfect the lien. the Association or by an agent authorized by the Board of Directors but such recorded notice is time stating the amount and nature of the lien against a unit, signed by an officer or director of late charges, interest and costs of collection. The Association may record a notice from time to notice and perfection of the lien for assessments, service charges, user fees, including penalties, constitute a lien on the unit of such member. Recording of the Declaration constitutes record

Directors, interest and all costs of collection, including reasonable attorneys' fees, shall assessments and service charges with such late charges as may be determined by the Board of may be set by vote of the Board prior to the date on which the payment came due. Such

thereof shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as of the assessments or any other service charges, user fees and penalties, thereafter the amount E. If any member shall fail or refuse to pay to the Association when due his share

thereof shall immediately become due and payable in full. have been paid prior to the expiration of the 20-day cure period), the entire remaining balance written notices of default in any calendar year (notwithstanding that the quarterly installments

upon twenty (20) days written notice of default or once a member has been provided two (2) year, provided, however, that if any such installment is not paid when due, then if not paid quarterly installments in advance on or before January 1, April 1, July 1, and October 1 of each

pertinent fiscal period. Each member shall pay his share of the common expense liability in against his unit for his entire fractional share of the assessments at the commencement of the expense liability. Each member shall become liable to the Association, and a lien shall arise

net of other income and service charges as defined herein, multiplied by his respective common the Declaration without setoff or deduction in an amount equal to the total Association budget, D. Each member shall pay his share of common expense assessments as defined in

a statement is sent. due, but each member shall pay his assessment promptly when due regardless of whether such send periodic statements to members showing the amount of common expense assessments

deliver or to adopt such budget shall not waive or release such obligation. The Association may quarterly amount which had been previously established; any delay or failure to estimate, to C. Until an annual budget is adopted, the members shall continue to pay that

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A. If at any time the Board shall determine the amount of the common expense assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such

Section 6.4 Revised and Special Assessments.

Service charges (other than common expenses assessments) may be assessed separately to each unit or group of units benefited thereby and shall be paid by the unit owner(s) within fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the unit of the same status as a lien for common charges set forth in Section 6.2 above.

Section 6.3 Service Charges.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessors remedies against the delinquent owner's unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time. The delinquent owner shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure. In any action to foreclose the lien for common expense assessments, service charges, user fees, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a unit, the Association may act through, its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the unit. Suit to recover a money judgment for unpaid common expense assessments, service charges, user fees and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same. Any lien created hereunder is extinguished unless action to enforce the lien is started within three (3) years after the full amount of the assessment becomes due.



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fiscal year and thereafter quarterly common expense assessments shall be determined and paid on the basis of such revision.

B. The Board may, upon determining that circumstances exist that require

immediate assessment of the members, make special assessments, not to exceed an amount equal to one current quarterly assessment for each unit, unless approved by the members, which special assessments shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year.

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

Section 6.6 Capital Improvements.

The approval of sixty-seven percent (67%) of the members shall be required to make a capital improvement to the common elements in an amount in excess of thirty-five percent (35%) of the aggregate assessments against all the members over the prior fiscal year, exclusive of service charges and user fees, and in such event the cost thereof shall be assessed to all unit owners as an assessment.

Section 6.7 Use of Units.

All units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and the rules and regulations established by the Board of Directors.

Section 6.8 Enforcement of Declaration and Bylaws.

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

Section 6.9 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the buildings, common elements and limited common elements of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such rules and regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each unit and shall be binding upon all members of the Association and all persons present on the Condominium.

Section 6.10 Restrictions.

A. As an amendment to these Bylaws and subject to the Declaration, the members may from time to time adopt, modify and amend such further restrictions on and requirements respecting the use and maintenance of units and the use of common elements and limited common elements designed to prevent unreasonable interference with the use and enjoyment of the Condominium by other unit owners. The following restrictions shall apply initially in addition to those expressed elsewhere in these Bylaws or in the Declaration:

1. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Board of Directors. No articles of personal property belonging to any unit owners shall be stored in any portion of the common elements or limited common elements, except that outdoor furniture may be stored on patios, decks, balconies and porches.

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

3. Each unit shall deposit only tissue paper and human waste in the toilets. Garbage disposals are not allowed in any unit.

4. No unit owner shall play or permit to be played any musical instrument

or operate or permit to be operated a stereo, television set, or other sound producing electronic device inside or outside his unit between the hours of 10:00 p.m. and 8:00 a.m., if such playing or operation shall disturb or annoy the occupants of any other unit.

Section 6.11 Right of Entry.

Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any unit in case of any emergency originating in or threatening such unit or adjoining common elements or limited common elements whether or not the owner or occupant is present at the time, and upon prior notice to enter any unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the common elements or limited common elements thereon or accessible therefrom.

Section 6.12 Title.

Every unit owner shall promptly record in the Cumberland County Registry of Deeds the deed, assignment, mortgage or other conveyance to him of his unit or security interest therein or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.13 Insurance.

A. The Association shall maintain, to the extent reasonably available:
1. Property insurance on the common elements, limited common elements and on the units, (exclusive of improvements, fixtures and betterments installed in or about units by unit owners unless expressly listed and insured through the Association's policy), insuring against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall as near as is practicable to 100% of the replacement cost (unless the Board of Directors elect a higher level of coverage), exclusive of land, excavations, foundations and other items normally excluded from property policies, but with such deductible as determined by the Board of Directors but not to exceed the lesser of \$10,000 or 1% of the policy face amount;

Condominium unit owner or members of his household;

2. The insurer waives its right to subrogation under the policy against any

the Association;

arising out of his ownership of an undivided interest in the common elements or membership in

1. A unit owner is an insured person under the policy with respect to liability

D. Insurance policies carried pursuant to Subsections (A) and (C) shall provide:

the Declaration.

and to all Eligible Mortgagees who have filed notice with the Association in accordance with

notice of that fact to be hand-delivered or sent prepaid by United States Mail to all unit owners

C. If the insurance described above is not maintained, the Association shall cause

balance. The premiums on such bonds shall be paid by the Association.

months common expense assessments plus the amount of the Association's reserve account

custody of the Association or any management agent at any time but not less than three (3)

funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the

require all officers and employees of the Association handling or responsible for Association

B. Except during the period of Declarant control, the Board of Directors shall

determine is appropriate.

5. Such other insurance as the Board of Directors of the Association may

X on rights of mortgagees; and

4. Such other insurance as may be required by the Declaration under Article

coverage available under the appropriate national Flood Insurance Administration program;

hazard area equal to the greater of 100% of the insurable value of the Property or the maximum

3. Flood insurance if any or all of the Property is located in a special flood

Association;

elements, limited common elements and all other areas under the supervision or control of the

arising out of or in connection with the use, ownership, or maintenance of the common

\$2,000,000.00 for any single occurrence covering all occurrences commonly insured against

which the Association is a party, in an amount determined by the Board of Directors but at least

damage and medical payments insurance and for claims related to employment contracts to

2. General commercial liability insurance including bodily injury, property

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3. No act or omission by any insured will be a defense to recovery under the policy;

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

5. A standard "mortgage clause" which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board of Directors or owners or any persons under any of them; and

(c) Waive any provision invalidating such mortgagee clauses by

E. All insurance policies shall provide that the named insured is "Fort Sumner any requirement that the mortgagee pay any premium thereon, and any contribution clause, reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy,

F. All insurance policies shall provide that the named insured is "Fort Sumner any requirement that the mortgagee pay any premium thereon, and any contribution clause, reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, insurance policies shall require at least ten (10) days notice of cancellation to Eligible Mortgage Holders. Any loss covered by the property policy under subsection (A) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to the Association in trust for unit owners, mortgages and other lien holders. Subject to the provisions of Subsection F, proceeds shall be disbursed first for the repair or restoration of the damaged common elements, limited common elements and units, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements, limited common elements and units have been completely repaired or restored, the repair or reconstruction is not undertaken, or the Condominium is terminated.

F. Unit owners shall not be prohibited from obtaining insurance for their own benefit; provided, however, that all such insurance shall contain waivers of subrogation and further provide that the insurance obtained by the Board of Directors shall not be affected or diminished by such additional insurance obtained by any unit owner.

G. Any portion of the Condominium damaged or destroyed shall be repaired or

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replaced promptly by the Association unless:

- 1. The Condominium is terminated;
- 2. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- 3. Eighty (80%) of the members vote not to rebuild, including every owner of a unit or allocated limited common element that would not be rebuilt.

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

- 1. The insurance proceeds attributable to a damaged unit and common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- 2. The insurance proceeds attributable to each unit, (including, without limitation, improvements constituting a permanent part of the unit which are insured by the Association and the unit's interest in limited common elements) which is not rebuilt shall be distributed to the owners of each such unit and the owners of the units to which those limited common elements were allocated after payment of the holders of liens thereon; and
- 3. The remainder of the proceeds shall be held in trust to be distributed to all the unit owners in accordance with the Maine Condominium Act.

I. Notwithstanding the provisions of this subsection, the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

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

K. It shall be the responsibility of each unit owner to procure adequate insurance covering the contents of his unit, and any appliances, fixtures, betterments or improvements

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thereto installed by the owner, unless that owner has elected to procure insurance under the Association's policy as provided in these Bylaws and the Declaration.

ARTICLE VII

SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect.

All subsequent sales, leases or other transfers of a unit by a unit owner shall be subject in all respects to the Declaration, Bylaws, and rules and regulations of the Condominium.

Section 7.2 Leasing Restrictions.

A. No unit may be leased for transient purposes and no unit may be leased for a period of less than 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:

(i) requiring the tenant to comply with the Declaration, these Bylaws, and the rule's and regulations of the Association; (ii) providing that failure to comply with the foregoing constitutes a default under the lease; and (iii) 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. Each unit owner of a condominium unit shall, promptly following the execution of any written lease of a condominium unit, forward a true, executed copy thereof to the Board of Directors. The foregoing provisions of this paragraph shall not apply to a mortgage lender in possession of a unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a unit fails to comply with the provisions of this Declaration, the Bylaws, the rules and regulations or a written lease, then, in addition to all other remedies that it may have, the Association may notify the owner of such violation(s) and demand that the same be remedied through the owner's efforts within a reasonable time after such notice in the judgment of the Directors. If such violation(s) is not remedied within said period, then the owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the owner fails

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to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the owner and at the owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of service charges.

Section 7.3 Liability for Assessments, Etc.

In the transfer of a unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments and service charges, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or proposed purchaser under a purchase and sale contract, upon written request and upon payment of such fee as may be set by the Board of Directors, may obtain a statement from the Board of Directors setting forth the amount of unpaid assessments, service charges, user fees, penalties and interest against the unit, and the grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any, assessments, service charges, etc. arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements.

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

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ARTICLE VIII

EXECUTION OF INSTRUMENTS

Section 8.1 Instruments Generally.

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

ARTICLE IX

GENERAL ADMINISTRATION

Section 9.1 Easements, Etc.

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

Section 9.2 Utility Services.

The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting, however, such matters in which such person is finally adjudged to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of

Section 10.2 Indemnification.

No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, 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 10.1 Exculpation.

LIABILITY OF DIRECTORS AND OFFICERS

ARTICLE X

common elements or limited common elements or from any roof, wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual unit or in any of the common elements, limited common elements or facilities. No set-off, diminution or abatement of common expenses assessments or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common elements, limited common elements or facilities or to any unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

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his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

ARTICLE XI
BYLAWS

Section 11.1 Amendment.

These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of sixty-seven percent (67%) or more of the members of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate may be recorded.

Section 11.2 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.

A. Proposed drive aisles onto Sheridan Street were widened from 16 feet to 18 feet wide (City Standards are 24ft) and the applicant has proposed outside parking areas in the rear which accesses to this driveway in the front. We recommended that the applicant show the turning radius/movement that will be required to enter or back out of the space opposite the City's lot, given the stacking of cars, narrow aisle, and limited spacing we feel that this could be problematic even for compact cars (more so in the winter). It appears a difficult maneuver but may be allowed if it can be proven in the narrow location with the other cars already parked in the driveway. Given the applicant is providing the city access to the land in the rear, is it possible for the city to provide a turnaround easement on their property subject to future uses, revisions or termination as needed by the City.

2. Road Access/Circulation

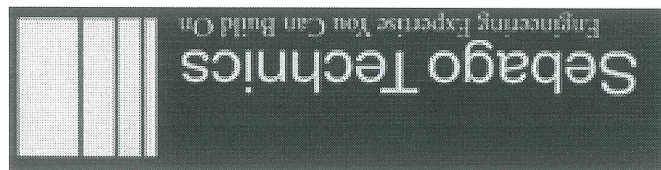
A. The existing property is previously developed and currently used as a 2-unit residence with garage, storage and with a small parking lot, therefore no significant increase in stormwater runoff is anticipated as a result of the proposed project. Runoff from the project site and abutting properties and parking has been graded via sheet flow to Sheridan Street. The applicant has proposed curbing to assist directing drainage away from abutting properties and proposed structures. The foundation underdrains will tie into a pipe system that exists in Sheridan Street. A new drain may be needed for the retaining wall if the underdrain as designed is to be installed. Given the size of the wall weeping slots in the wall may be more practical.

1. Stormwater Management

workshop review:
 Architects. The following comments are submitted in outline format for the upcoming
 the proposed Sheridan Street Condominiums to be located at 117 Sheridan Street from TFH
 Sebago Technics has reviewed the revised Subdivision/Site Plan Package (dated 10/12/04) for

TO: Kandi Talbot - Planner
 FROM: Jim Seymour - Development Review Coordinator, Sebago Technics, Inc.
 RE: Sheridan Street Condominiums, 117 Sheridan Street, Portland, ME
 DATE: October 15, 2004

04P143



Att. 9

- B. The proposed double-stacked parking will be controlled with proper unit dedication or space markings. The parking lot/spaces have been curbed to prevent parking from crossing over the property line or pavement per Off Street parking standards. We recommended some kind of a visual buffer between the parking lot and abutters' lot and to date nothing final has been agreed to by the applicant. Discussions regarding a fence without plantings have been proposed.
- C. New granite tip-downs and granite curb will be installed, for the new driveway opening. The driveway entrance has been widened to 24 feet, with handicap ramps and sidewalk meeting City Specifications.

3. Grading/Erosion Control

- A. The plan submission includes a very minimal level of BMP measures on the project for the site construction and soil disturbance when it occurs. BMPs were noted but illustrated on the detail plans, but some additional measures should be considered such as pavement cleaning and sweeping from tracked soils during construction.

- B. The grades established on the rear retaining wall appear to be minimal; we still recommend a brief geotechnical investigation on the retaining wall design and potential need for ledge cut on the site. Any ledge cut will require a blasting permit meeting City codes. Given that this was and may still be a sensitive issue due to the close proximity of residences, we feel the report and contracting an expert can reduce concerns.

- C. Finish foundation elevations are shown on the drawings for the proposed building. How do these elevations compared with abutter's first floor elevations from an aesthetic point?

4. Utility Installation/Location

- A. It appears that "power, cable and telephone are to be underground."
- B. Ability to serve letters will be required for sewer from the Public Works and for water from the Portland Water District to serve the project are in progress.
- C. The foundation drain and sewer connection shall be constructed such that both pipes wye into one pipe at the street line and only one connection be made into the Combined Sewer pipe. We recommend a back flow valve/preventer on both sewer and drain to assure no backups flood the home.
- D. What are the limits of unit ownership and common use areas? Will there be a Condominium Plat? Has legal counsel reviewed these documents?

5. General

- A. The planning staff will review the site lighting plan and the landscaping plan.
- B. A dumpster location is not required; storage of waste will be in the basement.

C. All details for street infrastructure repairs/improvements have been shown and

noted to be in accordance with City Technical Design Standards.

D.

Parking lot and driveway typical cross section details are acceptable.

E.

Typical fence details are still not shown.

F.

The proposed snow storage area is not appropriate given the location of proposed landscaping. A note shall be added discussing snow removal methods or easement from abutter if acceptable. Snow storage on the lot seems unlikely possible.

G.

The Subdivision Plat needs updated information regarding zoning requirements and setbacks. The plan notes R-6 standard zone requirements, for the purpose of legal setbacks and area standards, the information for this applicants zoning shall be added. The plan shall also have a legend explaining shading symbols, it shall include where property pins will be set, and clearly denote property line revisions along with a Licensed Surveyor's seal.

Overall this looks like suitable development for the lot and neighborhood, however there are still some concerns about the confined access for parking. This project may be conducted successfully with some more turnaround areas, or available parking (offsite?). Also we recommend that a civil engineer or geotechnical engineer confirm the grading (ledge situation) and drainage due to the restricted space of the lot. Please contact our office with any questions.

JRS:jrs

Att. 10

From: "Tom Errico" <terrigo@willbursmith.com>
To: "Kandi Talbot" <kcate@ci.portland.me.us>
Date: 10/22/2004 9:18:31 AM
Subject: Sheridan Street Condominiums

Kandi-

I have reviewed the plans and memorandum dated October 12, 2004 prepared by TFH Architects and offer the following comments.

* The driveway width as proposed is 18 feet at the entrance on Sheridan Street. The City of Portland's Technical and Design Standards and Guidelines specify that for Multi-Family residential developments with 3 or more units the driveway access to a street shall have a 24 foot wide driveway for two-way ingress and egress. As noted above the plan does not meet this standard. I would note that 8 residential condominium units will not generate a significant amount of traffic (approximately 4 trips entering and entering during the weekday pm peak hour) and therefore it is my opinion that operations should be safe.
* The aisle width between parking spaces 1 through 12 and 13 through 15 does not meet the City of Portland's Technical and Design Standards and Guidelines. The standard requires a 24 foot aisle width for parking lots with 90 degree parking stalls. My review of the plan indicates an aisle width of 18.5 feet for spaces 1 and 3, 20 feet for spaces 5 and 15, and 24 feet for parking spaces 7, 9, 11, 13 and 14. This condition will result in tight and inconvenient parking maneuvering. While parking turnover should be low, increasing the aisle width should be considered.

If you have any questions or need additional comments, please contact me.

Thomas A. Errico, P.E.

Senior Transportation Engineer

Willbur Smith Associates

59 Middle Street

Portland, Maine 04043

(207) 871-1785 Phone

(207) 871-5825 Fax

Att. 11

October 18, 2004

Kandice Talbot
Planner
City of Portland
389 Congress Street
Portland, ME 04101

Re: Sheridan Street

Dear Kandice,

Please find enclosed a revised survey from SGC Engineering, LLC, which depicts the adjusted agreement with the Noble's. Laurence Eubank's counsel, Tom Hansen, has been in contact with the Noble's counsel with regards to shifting the property line to the rear thus giving them a back yard in exchange for a right-of-way/easement to accommodate both our access drive and a 16' wide public easement connecting Sheridan Street to the City property to the East.

You will note the revised land area is 11,354 square feet / .261 acres +/-, which gives us adequate area to accommodate the eight units, while slightly increasing the percentage of open space. Setbacks should not be an issue.

We expect to have a letter of understanding prior to the Public Hearing on October 26, 2003.

Should you have any questions please do not hesitate to give me a call.

Sincerely,



T. Scott Teas, NCARB, AIA
Principal

Date March 16th, 2005

To: Kandi Talbot
Portland Planning Department
Portland, ME 04101

From: Chris Cavendish
TFH Architects
100 Commercial Street
Portland, ME 04101

RE: Sumner Court, Seymour comments, March 4th, 2005

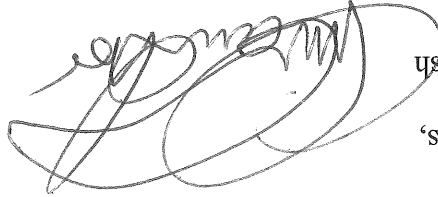
CC: Scott Teas, Laurence Eubank

Dear Kandi,

Listed below are Jim's comments in underlined text and our response is in *italics*. Additionally, the revised site plan is enclosed for record and review. Please call with questions.

Sincerely yours,

Chris Cavendish



1. Stormwater Management

A. The foundation underdrains and roof drain will tie into a pipe system that exists in Sheridan Street. Due to the combination of drains we recommend that the service to the building be a minimal 6 inch diameter, and that the location be shown and labeled. Refer to drawing C2-1 for revised sewer pipe size and location

2. Road Access/Circulation

A. The proposed double-stacked parking shall be controlled with proper unit dedication or space markings. Refer to drawing C2-1 for unit designation signage for double-stacked parking spaces

B. New granite tip-downs and granite flush curb shall be installed, for the new driveway opening. The driveway entrance has been widened to 24 feet, with handicap ramps and sidewalk meeting City Specifications. Furthermore given the breaking of sidewalk at two close locations, we recommend that since the sidewalk is concrete that the section from the

farthest cut to the entrance be redone as one section. Refer to sheet C2-1 for additional notation

3. Grading/Erosion Control

A. The plan submission includes a very minimal level of BMP measures on the project for the site construction and soil disturbance when it occurs. Silt fence was not shown but illustrated on the detail plans. Additional measures shall be noted such as daily pavement cleaning and sweeping from tracked soils during construction. Refer to Sheet C2-1 for additional Silt fence locations.

4. Condominium/Subdivision Plat

A. What are the limits of unit ownership and common use areas? Will there be a Condominium Plat? Has legal counsel reviewed these documents? It is our understanding that the city's legal counsel has reviewed and approved all required documents relative to the condominium. Please respond and advise if this is not the case.

B. There is a discrepancy in the building area as noted between the Site Plan and Recording Plat. We recommend that the note with area summary be placed on the Recording Plat. Refer to Sheet C2-1 for revision of area summary.

C. The note numbering is not aligned with the actual notes on the drawing making reference difficult. Please correct. Refer to Sheet C2-1 for Correction

5. Details

A. Guard rail/fence details are still not shown. Guard rails no longer exists and fencing identified on Sheet C2-1 is existing.

G. The Subdivision Plat needs updated information regarding zoning requirements and setbacks. The plan notes R-6 standard zone requirements, for the purpose of legal setbacks and area standards, the information for this applicants zoning shall be added. The plan shall also have a legend explaining shading symbols, it shall include where property pins will be set, and clearly denote property line revisions along with a Licensed Surveyor's seal. A revised Subdivision Plat has been provided to the planning department for review, it is our belief that revisions have been made that fulfill the above conditions. Please notify TFH Architects and advise if this is not the case.

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

2004-0143 Application I. D. Number

07/01/2004 Application Date

Sheridan Street Condominiums
Project Name/Description

117 - 117 Sheridan St, Portland, Maine

Address of Proposed Site

013 K028001

Assessor's Reference: Chart-Block-Lot

TFH Architects
Applicant
100 Commercial Street, Portland, ME 04101
Applicant's Mailing Address
Consultant/Agent
Applicant Ph: (207) 775-6141 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

1 that all plans shall be revised to reflect the agreement between the southerly abutting property lines and access easement areas to be reviewed and approved by staff, prior to issuance of a building permit.

2 that the applicant investigate the possibility of increasing the aisle width between parking spaces 1 and 3 and between parking spaces 5 and 15, and that any amendments to the plan be reviewed and approved by the City's Traffic Engineer.

3 that the plans be revised in accordance to the DRC's memo dated October 15, 2004 in regards to the utility connections, fence details and geotechnical investigation, to be reviewed and approved by the DRC and Planning Authority.

4 that the applicant revise the access easement to allow for vehicular access for the City of Portland, only, in order to access the City property for review and approval by Corporation Counsel. An executed access easement will be submitted to staff, prior to issuance of a building permit. Corporation Counsel shall also review and approve the condominium documents.

5 that a note shall be added to the subdivision plat and within the condominium documents that states "Snow removal shall consist of removal from the site any snowfall in excess of three inches and as otherwise needed, so as to maintain a clear sidewalk and the free access to all seventeen (17) parking spaces provided on the site and to avoid snow bank accumulation on site in excess of two feet (measured horizontally or vertically)."

6 the applicant shall address the Portland Water District letter regarding capacity and provide adequate water capacity to the site.

7 the condominium documents shall provide for the awnings on the building, which shall be reviewed and approved by Corporation Counsel.

8 that a lighting catalogue can be submitted for the building architectural fixture and that the pole-mounted light fixture height be no greater than 16 ft. High. The applicant shall also revise the lighting plan so that there shall be no spillover onto the southerly abutting property. The lighting shall be reviewed and approved by the Planning staff.

Approval Conditions of DRC

1 see planning conditions

Easement and Release

Fort Sumner LLC, a Maine limited liability company with a place of business in

South Portland, Maine, hereby grants to the City of Portland, Maine, a municipal

corporation, an easement for pedestrian access for use by the Grantee and the public,

across land owned by Grantor at 117 Sheridan Street in the City of Portland, Cumberland
County, State of Maine, such land owned by Grantor being more particularly described in

a Warranty Deed from Thomas Allen Cox to Grantor dated September 28, 2004, and

recorded in the Cumberland County Registry of Deeds in Book 21832, Page 163, said

easement area being sixteen (16) feet wide and described on Exhibit A attached hereto

and incorporated herein.

In consideration of the foregoing easement, Grantee hereby releases to Grantor all

right, title and interest in Grantor's above-described land, for itself and members of the

public, except the pedestrian easement conveyed herein.

Executed under seal this _____ day of October, 2004

Witness:

Fort Sumner, LLC

By:

Laurence Eubank
Its Manager

City of Portland, Maine

By:

Joseph Gray
City Manager

*Atty Tom
Read for use by public
City + agents
Mr. Hanson*

vehicle and

*Pinny
ditto
Alandi Talbot*

Personally appeared before me the above named Laurence Eubank, Manager of Fort Summer LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

October _____, 2004

State of Maine
County of Cumberland

Attorney / Notary Public
Print name: _____
My commission expires: _____

State of Maine
County of Cumberland
October _____, 2004

Personally appeared before me the above named Joseph Gray, City Manager of the City of Portland, Maine as aforesaid, and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said municipal corporation.

Attorney / Notary Public
Print name: _____
My commission expires: _____

Exhibit A

A certain sixteen foot (16') wide access easement located on the northeasterly side of Sheridan Street in the City of Portland, Cumberland County, Maine, leading generally northeasterly from the northeasterly sideline of said Sheridan Street to land of the Grantee herein, bounded and described as follows:

Beginning at an iron rod to be set with plastic identification cap on the northeasterly sideline of said Sheridan Street at land now or formerly of Linda R. Noble, said point of beginning being located N 30° 16' 54" W a distance of two hundred eighty seven and 56/100 feet (287.56'), as measured by the northeasterly sideline of said Sheridan Street, from the westerly sideline of Cumberland Avenue, thence;

N 30° 16' 54" W a distance of sixteen and 00/100 feet (16.00') by the northeasterly sideline of said Sheridan Street to a point, thence;

N 59° 14' 48" W a distance of one hundred fifteen and 58/100 feet (115.58') to said land of the Grantee herein, thence;

S 23° 53' 54" E a distance of sixteen and 12/100 feet (16.12') by said land of the Grantee herein, thence;

S 59° 14' 48" E a distance of one hundred thirteen and 79/100 feet (113.79'), in part by said land now or formerly of Linda R. Noble, to the point of beginning.

All bearings herein referenced to the Maine State Plane Coordinate System (NAD83) West Zone.

February 3, 2005

To: Portland Planning Department
Attn.: Kandi Talbot
389 Congress Street
Portland, ME 04101

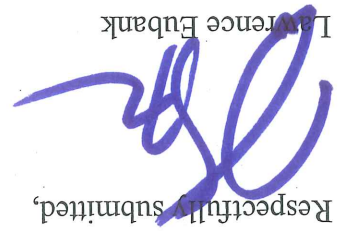
From: Lawrence Eubank
12 Simonton Corner
South Portland, ME 04106

RE: Summer Court, 117 Sheridan Street
ID# 2004-0143, CBL# 013-K-008

Dear Kandi,

On October 26, 2004 the Portland Planning Board voted and approved the 8-unit residential subdivision located at 117 Sheridan Street with conditions. In a letter dated December 9, 2004 and addressed to myself, Lawrence Eubank, these conditions were outlined. I believe the enclosed documents satisfy the conditions set by the Planning Board.

Respectfully submitted,



Lawrence Eubank



225 Douglas St. • P.O. Box 3553 • Portland, ME 04104-3553

Customer Service Hotline (207) 761-8310
(207) 774-5961
FAX (207) 879-5837

December 20, 2004

Chris Cavendish

TFH Architects

100 Commercial St.

Portland, Me. 04101

Re: Sheridan Street Condominiums

Chris:

This letter is to confirm our phone conversation of last week concerning connection to the water main located in Sheridan St. in Portland. By the information supplied by you connections for the services to supply water to the project could come from the existing 6" CI water main as long as the 6" pipe is in front of the property. If this is the case than the district feels there is sufficient capacity to supply the proposed property. The 6" water main starting at Cumberland in Sheridan St. only extends down to the fire hydrant, # 360 and than changes to 4" DI main after that. Only record I have for the hydrant in front of the property in question is a static pressure of 46 PSI.

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

Hydrant Location: Cumberland Ave. @ Sheridan St.
Hydrant # 106

Static pressure = 50 PSI

Flow = 787 GPM

Last Tested = 6/21/91

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

Sincerely,

Portland Water District

Jim Pandiscio

Means Coordinator

RECEIVED
DEC 21 2004
TFH ARCHITECTS, P.A.



1 inch equals 16 feet

Sheridan St.

Condominium Project

Legend

- | | | | | | | | |
|---|--------------|---|-----------------|---|-----------------|---|---------|
| ○ | Burn Off | ○ | Pre Service | ○ | As View | ○ | Show |
| ○ | By Pass | ○ | Hydrant Control | ○ | Date Change | ○ | Tap |
| ○ | Distribution | ○ | Service | ○ | Material Change | ○ | Hydrant |
| □ | End of Main | ○ | Transmission | ▲ | Refriger | | |



<Double-Click to add Text>

Drawn By:

Date:



Chris Cavendish
TFH Architects
207.775.6141

Sincerely yours,

As per our phone discussion this morning, I am requesting a letter confirming that we have access to adequate water to supply the needs of our project. To briefly summarize this conversation we concluded that the 6" C.I. main starting at Cumberland Ave. shares sufficient frontage with this project to allow us the right to connect our project to it. Also discussed and will be so noted on our site construction drawings is the requirement to tie our water line to the 6" C.I. line a minimum of 3'-0" from the "T" that apparently serves hydrant 0360 and reduces the main to 2 1/4" C.I.

Jim,

-----Original Message-----
From: Chris Cavendish [mailto:CSC@TFHArchitects.com]
Sent: Thursday, December 16, 2004 9:24 AM
To: Jim Pandiscio
Subject: 117 Sheridan Street

I have good news and more good news. Records at the District were not up to date and the 2 1/4" main was replaced in 2002 with a new 4" DI water main. Capacity should not be a problem. Put new letter in the main this AM.
Jim Pandiscio
MEANS Coordinator
Portland Water District

From: Jim Pandiscio [jpandiscio@pwd.org]
Sent: Monday, December 20, 2004 8:08 AM
To: 'Chris Cavendish'
Subject: RE: 117 Sheridan Street

Chris Cavendish



FEATURES & SPECIFICATIONS

INTENDED USE - Ideal for use in car lots, street lighting or parking areas.

CONSTRUCTION - Rugged, .063" thick, aluminum rectangular housing.

Continuously seam welded for weather-tight seal and integrity.

Naturally anodized, extruded, aluminum door frame with mitered corners is retained with (two) .188" diameter hinge pins and secured with (one) quarter-turn, quick release fastener. Weatherproof seal between housing and door frame is accomplished with an integrally designed, extruded silicone gasket that snaps into door frame.

FINISH - Standard finish is dark bronze (DBB) polyester powder. Other powder architectural colors available.

OPTICAL SYSTEM - Reflectors are anodized and segmented for superior uniformity and control, which allows the flexibility to mix distributions without compromising the overall lighting job. Reflectors attach with tool-less fasteners and are rotatable and interchangeable. Three

cut-off distributions available: Type II (Roadway), Type III (Asymmetric), Type IV (Forward Throw, Sharp Cutoff).

Lens is .125" thick, impact-resistant, tempered, glass with thermally-applied, silk screened power door shield.

ELECTRICAL SYSTEM - High reactance, high power factor ballast for 100W. Constant-wattage autotransformer ballast. Removable power door and positive locking disconnect plug for 150-250W. Super CWA Pulse Start ballast required for 200W (must order SCWA option). All ballasts are copper-wound and 100% factory-tested.

Porcelain, horizontally-oriented, socket with copper alloy, nickel-plated screw shell and center contact. Medium-base socket used listed 1500W-600V.

INSTALLATION - Extruded, 4" aluminum arm for pole or wall mounting is shipped in fixture carton. Optional mountings available.

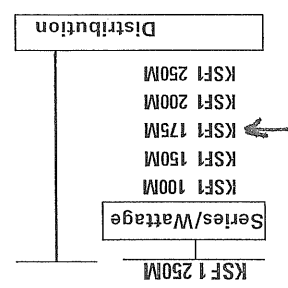
LISTING - UL listed for wet locations. Listed and labeled to comply with Canadian Standards (see Options).

ORDERING INFORMATION

Choose the poleface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Series/Wattage	Voltage	Mounting ⁶	Options
KSF 1 250M			
KSF1 100M	120	SP04 Square pole (4" arm)	
KSF1 150M	208 ¹	SP04 Square pole (4" arm) (standard)	
KSF1 175M	240 ¹	SP09 Square pole (9" arm)	
KSF1 200M	277 ¹	RP04 Round pole (4" arm) ²	
KSF1 250M	347 ¹	RP09 Round pole (9" arm) ²	
	480 ¹	WW04 Wood pole or wall (4" arm) ³	
		WW09 Wood pole or wall (9" arm)	
		WB04 Wall bracket (4" arm)	
		WB09 Wall bracket (9" arm)	
		MB Mounting bracket	
		L/ARM When ordering KMA, DA12	
		Optional Mounting (shipped separately)	
		DA12P Degree arm (pole)	
		DA12WB Degree arm (wall)	
		KMA Mast arm adapter	
		KTM B Twin mounting bar	

R2 IES Type II roadway
R3 IES Type III asymmetric
RASC IES Type IV forward throw, sharp cutoff



- NOTES:
- Consult factory for availability in Canada.
 - Optional multi-tap ballast (120, 208, 240, 277V, 120, 277, 347V in Canada).
 - The SP09, RP09, or WW09 must be used when two or more luminaires are oriented on a 90° drilling pattern.
 - May be ordered as accessory.
 - Additional architectural colors available; see Architectural Colors brochure, form no. 794.3.
 - Refer to technical data section in the Outdoor binder for drilling template.

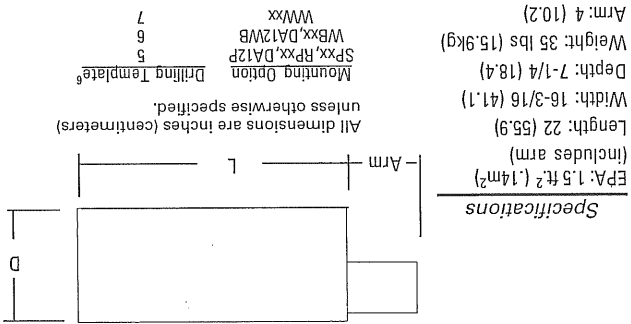
4"	2-7/8"	2-3/8"
135-190	125-190	120-190
135-280	125-280	120-280
135-290	125-290	120-290
135-320	125-320	120-320
135-390	125-390	120-390
135-490	125-490	120-490

Tenon O.D. One Two@180° Three@180° Four@90°
Number of fixtures Three@120° Three@90° Four@90°

Accessories: Tenon Mounting Slipfitter (Order separately)

Shipped Installed in Fixture	Shipped Separately ⁴
SF Single fuse (120, 277, 347V, n/a TB)	PE1 NEMA twist-lock PE (120, 208, 240V)
DF Double fuse (208, 240, 480V, n/a TB)	PE4 NEMA twist-lock PE (480V)
PER NEMA twist-lock receptacle only (no photocontrol)	PE7 NEMA twist-lock PE (277V)
QRS Quartz restrike system (75W max; lamp not included, 120V only)	PE7 NEMA twist-lock PE (277V)
EC Emergency circuit	SC Shorting cap for PER option
CR Corrosion-resistant finish	CSFH S House side shield (R2, R3)
CSA Listed and labeled to comply with Canadian Standards	KSVG V Vandal guard
SCWA Super CWA Pulse Start Ballast (n/a 100W & 175W)	
DSS Sandstone	
DNA Natural aluminum	
DMB Medium bronze	
Classic Colors	
DBL Black	
DWH White	
DBB Dark bronze (standard)	
Standard Colors	
Architectural Colors (powder finish) ⁵	
DBR Bright red	
DTG Tennis green	
DGC Charcoal gray	
DSB Steel blue	

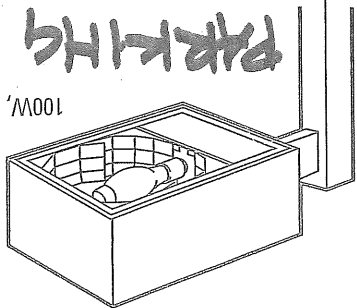
Example: KSFI 250M R3 120 SP04 SF DBB



BUILDING & POLE MOUNT

PARKING LOT LIGHT

METAL HALIDE
100W, 150W, 175W, 200W, 250W
15" to 25" Mounting



KSFI

Area Lighting

Catalog Number	Notes
	Type

options
 - 32 TRIM EXTENDER BY 1"
 - 40 white grooveless flare TRIM WITH C# 73 spread lens
 - 45 Gasket between TRIM & ceiling
 - 46 " " " TRIM & lens

6 1/4" = HIGH - NON-IC

REFERENCE: KIRLIN RR 20615-

FROM: James M. Stockman, ASTC

FAX #:

TO: Scott

DATE: Oct 19 2004

PHONE #:

COMPANY:

PAGE 1 of 2

JAMES M. STOCKMAN, ASTC
 LIGHTING DESIGNER AND THEATRE CONSULTANT

E-MAIL: jmlight@gwil.net
jmlight2@adelphia.net

FAX: (207) 967-5469

VOICE: (207) 967-5223

P.O. BOX 659A
 KENNEBUNKPORT, ME 04046-1659
 shipping: 4 WOODLAWN AVE.
 KENNEBUNKPORT ME 04046

J & M LIGHTING DESIGN, INC.

FRONT AND REAR ENTRY (2 EAKH)

TYPE

313-203-1001 x4

KERLIN

RECESSED ROUND: 150 A-21 (MAX) INCANDESCENT DOWNLIGHTS

6" and 8" Regressed Lens: Streamlined Depth

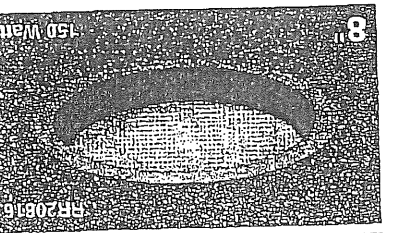
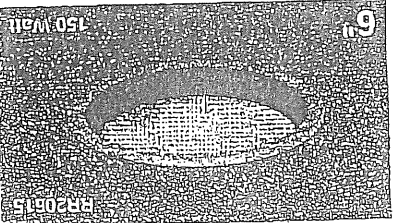
Features

- Lamp / Socket
- Designed for:
- Horizontal 150 watt (max.) A-21 inside frosted incandescent lamp (by others).
- Dimmable (controls by others).
- Glazed porcelain medium base socket.
- Reflector
- Specular Alzak® aluminum.
- Trim Assembly
- Seamless tapered black OptiGroove with white flange. Self-flanged trim.
- Regressed tempered prismatic low brightness C#73 spread distribution lens.
- Torsion springs retain snug fit to ceiling.
- Optional: Anopal, poly or Fresnel lens; white flare trim, flat trim or eggcrate louver.
- Housing
- Acrylic enamelled 100% aluminum.
- Rustproof. Exceeds 1000 hour ASTM 5% salt spray test.
- Cool: Dissipates heat across entire surface area.
- Entire luminaire serviced through removable trim assembly and reflector.

- Built-in plaster frame.
- Outlet Box
- Rewired 14GA (NEC) galvanized steel. UL listed. With removable insulated cover.
- 1/2" and 3/4" knockouts.
- Fully adjustable universal galvanized mounting brackets supplied (2). Accepts 3/4" or 1-1/4" lathiers channel or 1/2" T.S. conduit.
- Recesses indoor or outdoor in covered ceilings.
- UL, C-UL (Canada) listing
- Wet, damp or dry locations, covered ceilings.
- Through-branch circuit conductors (6 #12 AWG 90°C).
- Three Year Limited Warranty
- Complete standard fixture.
- Thermal Protection (Per Current NEC)
- Thermal protector included which provides automatic cut-off if rated temperature is exceeded. (Insulation related)

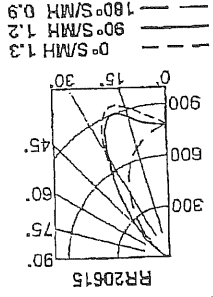
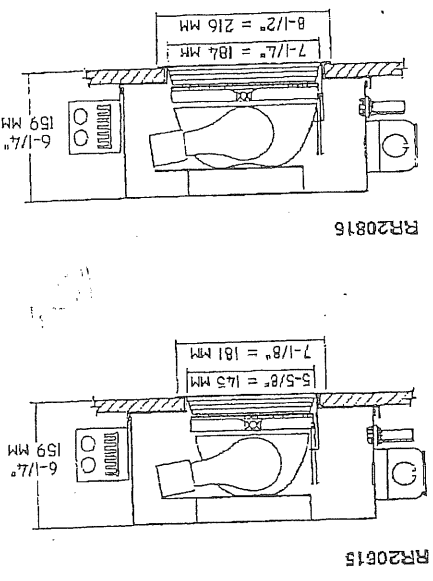
RR20615

RR20816



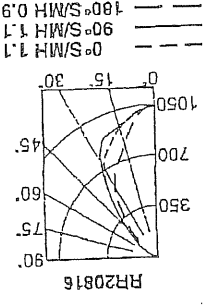
High Efficiency Uniform Distribution
 100 Watt Photometry Available:
 See Page 79

Performance at a Glance



Cone of Light

Fl.	FC	Dia.
6	21.8	7.2
8	29.0	9.6
10	36.3	12.0
12	43.6	14.4
14	50.9	16.8
16	58.2	19.2



Cone of Light

Fl.	FC	Dia.
6	29.0	8.4
8	36.3	10.8
10	43.6	13.2
12	50.9	15.6
14	58.2	18.0
16	65.5	20.4

- Options
- 94 Custom color trim assembly. Consult factory.
 - 99 Special modification. Consult factory.
 - FF Fresnel tempered lens instead. Concentric prisms.
 - FT Flat white trim instead. With tempered prismatic flat C#73 spread lens or specify optional lens.

- 45 specify optional lens.
- 46 Gasket between trim and ceiling.
- 58 277/120V step down transformer for 277 volt line input, prewired into fixture.
- 82 Sipped ceiling adapter. Specify slope in 5° increments up to 30°.

- 14 Drop opal glass instead (RR20615 only).
- 18 Anopal flat glass. Not enamelled. Diffusing.
- 20 White 1/2" cube eggcrate aluminum louver.
- 32 Trim extender. Broadens trim flange O.D. by 1" to cover larger ceiling opening.
- 40 White grooveless flare trim instead. With

Detailed Photometric Data: page 79.

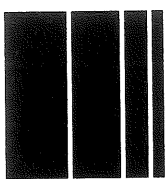
November 10, 2004

TFH Architects
100 Commercial Street
Portland, ME 04101

for

**Proposed Sheridan Street Condominiums
Portland, Maine**

**Report on Subsurface and Limited
Foundation Investigation**



Sebago Technics
Engineering Expertise You Can Build On

sebagotech.com
One Chabot Street
P.O. Box 1339
Westbrook, Maine
04098-1339
Ph. 207-856-0277
Fax 856-2206

November 10, 2004
04446

Mr. Scott Teas
TFH Architects
100 Commercial Street
Portland, ME 04101

Report on Subsurface and Limited Foundation Investigation
Proposed Sheridan Street Condominiums, Portland, Maine

Dear Scott:

This report presents our evaluation of the subsurface conditions and limited foundation requirements for the proposed condominiums at 115 Sheridan Street in Portland, Maine. This work was undertaken in accordance with our proposal dated October 27, 2004.

In summary, we recommend that the building be supported on undisturbed, naturally deposited sand or on compacted structural fill placed after removal of unsuitable soil. In addition, an earth-supported slab-on-grade may be used for the lowest ground floor. Specific recommendations regarding subsurface conditions and limited foundation requirements are presented below.

Introduction

The proposed site is located at 115 Sheridan Street. The site is relatively flat except for the northeast corner, which slopes up 4 to 5 feet. The site is presently developed with several one-story automobile parking garages and a two-story house. We understand that these structures will be demolished and the foundations removed prior to construction. The proposed condominiums will consist of a four-story building with eight dwelling units and a full basement. Site development will include paved parking and access drive. The northeast corner of the parking will require an excavation of approximately 5 feet for parking construction.

Subsurface Explorations

On November 4, 2004, W. H. Lavigne (Lavigne) excavated five test pits, TP1 to TP5, at locations shown on Sheet I, Site and Subsurface Exploration Plan. Lavigne excavated the test pits to depths below ground surface varying from 7.0 feet to 8.4 feet using a Link Belt 2700 excavator. Sebago Technics, Inc. monitored the test pits and prepared the logs included in Appendix A. Table I summarizes the results of test pits. Lavigne backfilled the test pits with the excavated material.

Sebago Technics determined the locations of test pits by tapping from existing site features.

The test pit logs and related information depict subsurface conditions and water levels only at their specific locations at the time of excavation. Soil conditions at other locations may differ from conditions at these locations. Also, the passage of time may result in a change in groundwater conditions at exploration locations.

Subsurface Conditions

The test pits encountered three principal soil units at the site: topsoil, fill and glacial outwash. Encountered thickness and generalized descriptions of these units are presented below in order of increasing depth below ground surface. Due to the complexity of the deposition process, strata thickness will vary and may be absent at specific locations.

Topsoil - Topsoil consists of brown to dark brown, silty SAND (SM), with grass roots. Encountered thickness varied from 0.6 foot to 0.7 foot.

Fill - Fill consists of brown to dark brown to gray brown, silty SAND with gravel (SM); to well-graded SAND with gravel (GW) with up to 40 percent oversized (cobbles and boulders). Encountered thickness varied from 0.6 foot to 3.3 feet.

Glacial Outwash - Glacial outwash consists of light brown to brown, well-graded SAND with gravel (SW) with up to 15 percent oversized (cobbles and boulders). Test pits penetrated up to 6.8 feet into the stratum.

Groundwater was not observed in the test pits. However, observations of water were made over a relatively short period of time and may not represent the stabilized water level. In addition, water levels at the site will vary with season, precipitation, temperature and construction activity in the area. Therefore, water levels during and following construction will vary from those encountered in the test pits.

Recommendations for Foundation Design

Recommended Foundation Type and Design Criteria

The topsoil and existing fill are not suitable for support of the building or ground floor slab. All topsoil, fill and existing construction should be removed from within the building limits. We recommend that the building be supported on spread and continuous footings bearing on the undisturbed, naturally deposited sand (glacial outwash) or on compacted structural fill placed after removal of unsuitable soil.

Footings should be proportioned for an allowable bearing stress of 1,000 pounds per square foot (psf) multiplied by the least lateral dimension of the footing in feet up to 3,000 psf. All footings should be at least 1.5 feet wide.

Exterior footings should be founded at least 4.5 feet below the lowest adjacent ground surface exposed to freezing. Interior footings should be founded a minimum of 1.5 feet below the ground floor slab.

Compacted structural fill supporting footings should extend laterally from the footings to at least the limits defined by 1 horizontal to 1 vertical lines sloped outward and downward from points located at least 2 feet horizontally beyond the bottom edges of the footings.

Ground Floor Slab

We recommend that the lowest floor slab (basement) be designed as an earth-supported slab-on-grade bearing on a minimum of 4 inches of $\frac{1}{2}$ or $\frac{3}{4}$ inch crushed stone. We recommend a perimeter and under-slab drain system be constructed on the outside of the foundation walls and below the slab to minimize hydrostatic pressure and seepage into basement of the building. The crushed stone layer below the floor slab, in combination with perforated pipes, may be used to collect any groundwater or surface water that infiltrates into the system.

We anticipate that gravity discharge is available for the system. If gravity discharge is not available, discharge will require collection into sumps and pumping. Normal damp-proofing and vapor barrier should be provided for the lower level slab and walls.

Seismic Design Considerations

We recommend that the buildings be designed in accordance with the seismic requirements of the latest edition of the International Building Code, the site classification is Class D; the site response coefficient F_a is 1.5 for a short period spectral response acceleration S_s of 0.37g; the site response coefficient F_v is 2.4 for the 1-second period spectral response acceleration S_1 of 0.10g. The subgrade soils are not considered liquefaction susceptible.

Lateral Foundation Loads

We recommend that lateral loads be resisted by bottom friction on footings. We recommend that a coefficient of friction equal to 0.35 be used for footings bearing on soil or crushed stone. If this does not provide sufficient resistance, we will study the problem in more detail to take into account other factors.

Lateral Soil Pressure

We recommend that foundation walls which are restrained at the top and backfilled be designed to resist a lateral earth pressure calculated on the basis of an equivalent fluid unit weight of 55 pounds per cubic feet. This fluid unit weight assumes an at rest earth pressure coefficient of 0.45 and a free-draining backfill.

Backfill Materials

Structural fill used below foundations and floor slabs and for backfill adjacent to walls should consist of sandy gravel to gravelly sand. It should be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material, and should conform to the following gradation:

Sieve Size	Percent Finer by Weight
3 in.	100
No. 4	30 to 90
No. 40	10 to 50
No. 200	0 to 8

Compacted structural fill should be placed in layers not exceeding eight inches in loose measure and compacted by self-propelled vibratory equipment at the approximate optimum moisture content to a dry density of at least 95 percent of the maximum dry density, as determined in accordance with ASTM Test Designation D1557. In confined areas, the loose layer thickness should be reduced to 6 inches and compaction performed by hand-guided vibratory equipment.

Compacted structural fill on the outside of the foundation walls should extend laterally a minimum of 2 feet from the wall. Backfill beyond this limit on the outside of the building may consist of common fill. The top 12 inches of fill on the exterior of the building should consist of low permeability material to minimize water infiltration next to the building. Grading should provide for runoff away from the building.

Common fill may consist of inorganic mineral soil that can be placed in layers not exceeding 12 inches in thickness and compacted with a minimum of two systematic passes of the equipment placing the fill.

Construction Considerations

General

The primary purpose of this section of the report is to comment on items related to excavation, earthwork and related geotechnical aspects of proposed construction. It is written primarily for the engineer having responsibility for preparation of plans and specifications. Since it identifies potential construction problems related to foundations and earthwork, it will also aid personnel who monitor the construction activity.

Excavation, Lateral Support and Control of Water

We anticipate that foundation excavation can be accomplished with sloped open excavation through the overburden soils, provided safe side slopes can be maintained. It may be necessary to provide lateral support of the excavation along Sheridan Street if the existing sidewalk must be maintained during construction. Some sloughing and raveling should be

anticipated in temporary slopes. Temporary excavations should be made in accordance with all OSHA and other applicable regulatory agency requirements. Existing foundations within the limits of proposed foundations and floor slabs should be completely removed and the excavation to bearing level backfilled with compacted structural fill or crushed stone, as appropriate. Existing foundations below drives and the parking area should be removed to at least 2 feet below the pavement.

We anticipate that groundwater may be encountered during excavation for footings. If encountered, open pumping from sumps can likely control groundwater. In general, the contractor should control groundwater and water from other sources by methods that prevent disturbance of adjacent soils and allow construction in-the-dry.

Subgrade Preparation

The subgrade soil is susceptible to disturbance from construction traffic. Equipment and personnel should not be permitted to travel across exposed footing bearing surfaces or exposed slab subgrades. Any subgrade areas that are disturbed should be recompacted or excavated and replaced with compacted structural fill prior to placing of concrete. Subgrades should be protected against freezing temperatures if exposed during construction. Final excavation to subgrade should be performed using equipment with smooth-edge buckets.

Construction Monitoring

The foundation recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction. Therefore, we recommend that a person qualified by training and experience be present to provide monitoring at the site during excavation of bearing surfaces and placement of compacted structural fill.

Limitations of Recommendations

This report has been prepared for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. In the event that any changes in the nature, design or location of the buildings are planned, the conclusions and recommendations contained in this report should not be considered valid, unless the changes are reviewed and the conclusions of this report modified or verified in writing.

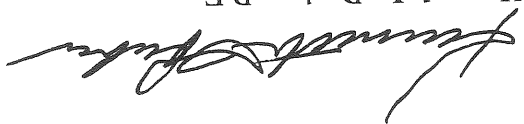
The recommendations presented herein are based in part on the data obtained from the referenced test pits. The nature and extent of variations between the explorations may not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report.

We request that we be provided the opportunity for a general review of final design and specifications in order to determine that our earthwork and foundation recommendations have been interpreted and implemented in the design and specifications as they were intended.

It has been a pleasure to work with you on this project. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

SEBAGO TECHNICS, INC.



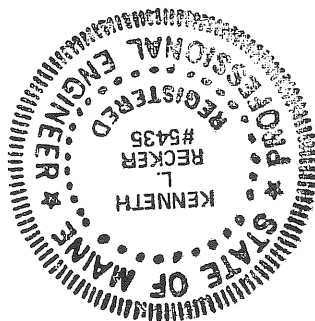
Kenneth L. Recker, P.E.

Geotechnical Engineering Manager

KLR:kir/jc

Enclosures:

- Sheet 1 - Site and Subsurface Exploration Plan
- Appendix A - Logs of Test Pits





**TABLE I
SUMMARY OF TEST PITS
PROPOSED CONDOMINIUMS
SHERIDAN STREET
PORTLAND, MAINE**

Test Pit Number	Depth (Ft)	Depth to		Strata Thickness (Ft)
		Water (Ft)	Topsoil	
TP1	8.0	NE	--	2.3
TP2	8.0	NE	--	1.8
TP3	7.0	NE	--	2.2
TP4	8.4	NE	0.7	3.3
TP5	8.0	NE	0.6	0.6

NOTES:

1. NE INDICATES GROUNDWATER NOT OBSERVED WITHIN DEPTH OF TEST PIT.
2. -- INDICATES STRATUM NOT ENCOUNTERED WITHIN DEPTH OF TEST PIT.
3. * INDICATES DEPTH OF PENETRATION INTO STRATUM.



0:\LAWOFFICE\KRALTR\Noble\ldoggy 102604 lr.doc

Cc Adam N. Gonzalez, Esq.
Thomas S. Hanson, Esq.

LRN/ang

Linda R. Noble



Sincerely,

Please direct any questions regarding this matter to my attorneys, Adam N. Gonzalez and Robert E. Danielson. They may be reached by telephone at 879-1337.

Please be advised that I am the owner of property located at 109 Sheridan Street in the City of Portland. My property abuts land which I understand is owned by Fort Summer LLC. At the request of Laurence Eubank, I am writing to advise you that Fort Summer LLC, through its manager Laurence Eubank, and I have agreed in principle regarding the conveyance or release of certain land together with pedestrian, vehicular and maintenance easement rights, all as set forth on a plan entitled "Boundary Exhibit, Proposed Boundary Line Agreement, Tax Map 13, Tax Lots 45, 47, 66, City of Portland, Cumberland County, State of Maine," prepared by SGC Engineering, LLC, dated 10/05/04, to be recorded in the Cumberland County Registry of Deeds (the "Plan"), from Fort Summer LLC to me, the conveyance or release of a vehicular and pedestrian easement from me to Fort Summer LLC for driveway purposes and a related conveyance or release of a pedestrian easement from me to the City of Portland. We have begun moving forward with document preparation and necessary lender approvals and, while we are still awaiting additional information from the surveyors, to the best of my knowledge, there are no currently foreseen problems with this process.

Dear Chairman Delogu:

RE: Fort Summer LLC

Mr. Orlando E. Delogu, Chair
Planning Board, City of Portland
Portland City Hall
389 Congress Street
Portland, ME 04101

October 26, 2004

LINDA R NOBLE
41 JOHANSEN STREET
PORTLAND, MAINE 04103



Appendix A

Logs of Test Pits

TEST PIT LOG

Test Pit No. **TP1**

Page 1 of 1

PROJECT SHERIDAN STREET CONDOMINIUMS	LOCATION SHERIDAN STREET, PORTLAND, MAINE	CLIENT TFH ARCHITECTS	CONTRACTOR W. H. LAVIGNE	EQUIPMENT LINK BELT 2700	PROJECT NO. 04446	PROJECT MGR. K. RECKER	FIELD REP. K. B. STEPHENSON	DATE 1/4/04	WEATHER Sunny, 40s	Ground El. 41.5	Location See Plan	Groundwater depths/entry rates (in/min): N/E
--	---	---------------------------------	------------------------------------	------------------------------------	-----------------------------	----------------------------------	---------------------------------------	-----------------------	------------------------------	---------------------------	-----------------------------	--

Depth (ft)	Sample ID	Stratum Change	Depth (ft)	USCS Group Symbol	Visual-Manual Identification & Description (density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size, structure, odor, moisture, optional descriptions, geologic interpretation)														
					Gravel	Sand	% Coarse	% Fine	% Coarse	% Fine	Field Test								
0.9				SM			10	10	30	10	25	15							
0.9				SM			10	10	30	10	25	15							
1.6				SW-SM			20	10	30	20	10	10							
1.6				SW-SM			20	10	30	20	10	10							
2.3	S1			GW			30	40	20	5	5								
2.3				GW			30	40	20	5	5								
2.3				SW			10	10	40	30	10								

Bottom of exploration at 8.0 ft. below ground surface No refusal																			
-GLACIAL OUTWASH DEPOSITS-																			
Light brown well-graded SAND with gravel (SW), 10% oversized, mps = 6.0 in., dry Brown well-graded GRAVEL with sand (GW), mps = 3.0 in., roots, trace silt, dry Brown well-graded SAND with silt and gravel (SW-SM), brcks, 25% oversized, mps = 12.0 in., trace wood, dry Dark brown silty SAND with gravel (SM), roots, mps = 3.0 in., dry																			

Obstructions: Remarks: Fill is deeper on up-slope wall of test pit

Standing water in completed pit: ft. _____	measured after _____ hrs. elapsed
Diameter (in.) 12 to 24	Number 3
Boulders: Approx. vol. (cu. ft.) _____	
Pit Depth 8.0 Ft.	Test Pit Dimensions: Pit Length X Width 11.0 Ft. X 4.0 Ft.

TEST PIT LOG

TP2

Test Pit No.

Page 1 of 1

PROJECT NO. 04446

K. RECKER

PROJECT MGR.

K. B. STEPHENSON

FIELD REP.

1/14/04

DATE

Sunny, 40s

WEATHER

Groundwater depths/entry rates (in/min):
N/E

See Plan

Location

ft

38.1

Ground El.

El. Datum

PROJECT

SHERIDAN STREET CONDOMINIUMS

LOCATION

SHERIDAN STREET, PORTLAND, MAINE

CLIENT

TFH ARCHITECTS

CONTRACTOR

W. H. LAVIGNE

EQUIPMENT

LINK BELT 2700

Depth (ft)

Sample ID

Change

Stratum

USCS

Group

Symbol

Visual-Manual Identification & Description
(density/consistency, color, GROUP NAME & SYMBOL, % oversized, max particle size,
structure, odor, moisture, optional descriptions, geologic interpretation)

Gravel

Sand

% Coarse

% Fine

% Medium

% Fine

% Fines

Dilatancy

Toughness

Plasticity

Strength

Field Test

0.3

0.5

0.6

0.8

1.8

GW-GM

SW

Brown well-graded SAND with silt and sand (GW-GM), mps = 4.0 in., wood, brck, dry

Brown well-graded SAND with gravel (SW), mps = 2.0 in., dry

Brown well-graded SAND with gravel (SW), mps = 2.0 in., dry

-BITUMINOUS CONCRETE-

-BITUMINOUS CONCRETE-

Light brown well-graded SAND with gravel (SW), 10% oversized, mps = 6.0 in., dry

10

10

30

30

40

40

30

30

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

10

Obstructions:

Remarks:

Bottom of exploration at 8.0 ft. below ground surface
No refusal

Standing water in completed pit:

ft.

hrs. elapsed

Diameter (in.)

Number

Approx. vol. (cu. ft.)

Boulders:

Number

Diameter (in.)

12 to 24

over 24

ft.

at depth

measured after

Test Pit Dimensions:

8.0 Ft.

Pit Depth

Pit Length X Width

10.0 Ft. X 4.0 Ft.

Scott Teas

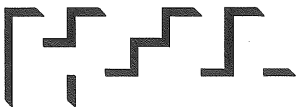
Sincerely,

Please see the attached elevations of the proposed 20-unit apartment building located at the corner of Smith and Oxford streets as we had discussed. Use these drawings as you see fit. If you need any other information please let me know, otherwise we will discuss the project at the Zoning workshop two weeks from today.

Kandi,

Kandi Talbot
City of Portland
Planning Department
Portland, Maine
04101

October 12, 2004





Sheridan Street

Multi-family Use

Dimensional Requirements

lot size: 11,354 sq. ft.

ok Minimum lot size: 4,500 sq ft.
has 11,354 sq. ft.

ok Minimum Area per dwelling: 1,000 sq ft
for 1st 3 - 1,300 for 5 = 9,000 sq ft.
has 11,354 sq. ft.

ok Minimum Street frontage = 40 ft.
has 95 ft.

ok Minimum Yard Dimensions:
Front Yard = 10 ft or not exceed
average depth on both sides -

o setback - average outlying
buildings



Planning Division
Kandi Talbot, Planner

OK Rear Yard Setback - 20 ft.
Has - approx. 28 ft.

OK Side Yards - 4 stories - 12 ft.
left side - 12 ft.
right side - 22 ft.

OK Maximum lot coverage - 50%

lot size: 11,354 sq. ft.
bldg footprint: 2,867 sq. ft.
~~imperious area: 5,231 sq. ft.~~
= 8,487 sq. ft.

OK Maximum lot width - 50 ft.
has 95

Maximum Bldg Height - 45 ft.

OK Open Space Requirement - 20%

lot size: 11,354 sq. ft.
bldg footprint: 2,867 sq. ft.
imperious surface: 5,231 sq. ft.
= ~~3,427~~ 3,256 sq. ft.
28%

389 Congress Street, 4th floor • Portland, ME • (207) 874-8901 • Fx 756-8258
Email: kcote@portlandmaine.gov

What type of fence?
Required = 17 spaces
Proposed = 17 spaces
Parking

Planning Division
Kandi Talbot, Planner

PORTLAND MAINE



October 21, 2004

Kandice Talbot
Planner
Portland City Hall
389 Congress Street
Portland, ME 04101

Re: 117 Sheridan Street

Dear Kandi,

Enclosed you will find an "11" x "17" adjusted site plan and requested zoning analysis which reflect adjusted lot lines with both abutters and our revised calculations, which I believe to be accurate. Please review the information and, if you agree, I will provide you with full size site plans of the same.

I will be out of the office on Friday, but can have the drawings delivered to you anytime. Call my assistant, Meredith Oliver, if you need anything in my absence. I will be in Monday if you have any questions.

Sincerely,



T. Scott Teas, NCARB, AIA
Principal



Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

August 18, 2005

Mr. Laurence Eubank
12 Simonton Street
South Portland, Maine 04106

RE: 117 Sheridan Street Amendment
ID #2005-0184, CBL #013-K-028

Dear Mr. Eubank:

This letter is to confirm the revision to the approved elevations for the Sunner Place Condominium Development. The approved revision is to replace the approved top floor windows with a full glass window.

The revised plan has been reviewed and approved by the project review staff including representatives of the Planning, Public Works, Building Inspections, Fire and Parks Departments.

If you have any questions regarding the revision please contact Kandice Talbot at 874-8901.

Sincerely,

Alexander Jaegerman
Alexander Jaegerman
Planning Division Director

cc: Lee D. Urban, Planning and Development Department Director
Sarah Hopkins, Development Review Services Manager
Kandice Talbot, Planner
Jay Reynolds, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Inspections Division
Michael Bobinsky, Public Works Director
Traffic Division
Eric Labelle, City Engineer
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Fire Prevention
Assessor's Office
Approval Letter File

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

2005-0184

Application I. D. Number

8/17/2005

Application Date

Amendment to Plan - Summer Place

Project Name/Description

117 - 117 Sheridan St, Portland, Maine

Address of Proposed Site

013 K028001

Assessor's Reference: Chart-Block-Lot

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

Proposed Building square Feet or # of Units _____

Average of Site _____

Zoning _____

Check Review Required:

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

Planning Approval Status:

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

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

Performance Guarantee

Required* Not Required

Performance Guarantee Accepted

Inspection Fee Paid

Building Permit Issue

Performance Guarantee Reduced

Temporary Certificate of Occupancy

Final Inspection

Certificate Of Occupancy

Performance Guarantee Released

Defect Guarantee Submitted

Defect Guarantee Released

date _____

amount _____

expiration date _____

date _____

amount _____

expiration date _____

date _____

remaining balance _____

signature _____

expiration date _____

date _____

signature _____

expiration date _____

date _____

signature _____

expiration date _____

submitted date _____

amount _____

signature _____

date _____

signature _____

City of Portland Site Plan Application

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

Address of Proposed Development: 117 Sherman Zone: _____

Total Square Footage of Proposed Structure: 10K
 Square Footage of Lot: 11K

Tax Assessor's Chart, Block & Lot: Chart# 13 Block# K Lot# 28
 Property owner's mailing address: 12 Simonson St. S. Portland, ME
 Telephone #: 207-712-3199

Consultant/Agent, mailing address, phone # & contact person: _____
 Applicant's name, mailing address, telephone #/Fax#/Pager#: AS ABOVE
 Project name: Laurence Evans & Dawn Drake

Fee For Service Deposit (all applications) _____ (\$200.00)

Proposed Development (check all that apply)

- New Building
- Building Addition
- Change of Use
- Residential
- Office
- Retail
- Manufacturing
- Warehouse/Distribution
- Parking lot
- Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) + major site plan fee if applicable
- Site Location of Development (\$3,000.00)
- (except for residential projects which shall be \$200.00 per lot _____)
- Traffic Movement (\$1,000.00)
- Stormwater Quality (\$250.00)
- Section 14-403 Review (\$400.00 + \$25.00 per lot)
- Other _____
- Major Development (more than 10,000 sq. ft.)
- Under 50,000 sq. ft. (\$500.00)
- 50,000 - 100,000 sq. ft. (\$1,000.00)
- Parking Lots over 100 spaces (\$1,000.00)
- 100,000 - 200,000 sq. ft. (\$2,000.00)
- 200,000 - 300,000 sq. ft. (\$3,000.00)
- Over 300,000 sq. ft. (\$5,000.00)
- After-the-fact Review (\$1,000.00 + applicable application fee)

- Please see next page -

Minor Site Plan Review

Less than 10,000 sq. ft. (\$400.00)

After-the-fact Review (\$1,000.00 + applicable application fee)

Plan Amendments

Planning Staff Review (\$250.00)

Planning Board Review (\$500.00)

Response:

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

To REPAIR UP TO FUTURE (in) ~~BEFORE~~ HULLION
WINDOWS ON THE 4TH STORY ELEVATION ~~TO THE~~ IDENTICAL
FRAMED SINGLE GLASS UNITS, TO RESTORE NICK
LINES ~~BROKEN~~ BY MULLIONS. THE CENTER
WINDOW WALL WILL REMAIN UNCHANGED. APPY I:

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

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans checklist *(one side only)*
- d. 1 set of 11 x 17 plans

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)

ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: portlandmaine.gov

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

Signature of applicant:  Date: 8/16/05

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



PORTLAND MAINE

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

Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

To all Development Applicants and Consultants:

On July 15, 2005, the Planning Division will implement a **fee-for-service** for City planners and City attorneys involved in development review and zoning amendments. This change was instituted by the City Council as part of the budget process for the upcoming year to ensure that the full cost of development review services is borne by the applicant proposing the development.

We will institute this change for all new and pending projects as of July 15, 2005, for review time expended after that date. For all developments there will be no additional charge for the first four hours of review processing time. We will collect a deposit of \$200.00 at the time of development review and zoning amendment application. Should the planner or attorney combined spend over four hours on the review of a project, the deposit will be drawn down to cover that cost. When the \$200.00 deposit has been expended, the applicant will receive a monthly invoice for reimbursement of review services rendered.

These charges will be billed at an hourly rate based on actual review costs to the City. At present the billing rate for planning services is \$30.00 per hour, and the rate for legal services is \$40.00. These rates and the deposit amount are subject to change on an annual or as-needed basis to reflect then-current cost structures.

As we strive to provide efficient and timely review services, it is necessary to provide a funding mechanism that does not unduly burden the property taxpayer. Nationally, more municipal services are being converted to a user fee basis. We commit to doing our best to provide efficiency in the process in order to keep the costs reasonable, and we will work with you to make the most efficient use of the billable time. (As we implement this fee system, we will be available to describe any invoiced charges.)

As always, we will strive continually to improve the quality of our customer services to the development community.

If you have any questions, please do not hesitate to call us at 874-8720.

Sincerely,

Sarah Hopkins
Development Review Services Manager

Alexander Jaegerman
Planning Division Director

Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

To all Development Applicants and Consultants:

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The **Application Fee** covers general administrative processing costs, and is paid at the time of application.

A **Fee for Service Deposit** of \$200.00 is paid at the time of application for all development and zoning proposals. Should the planner or attorney combined spend over four hours on the review of a project, the deposit will be drawn down to cover that cost. When the \$200.00 deposit has been expended, the applicant will receive a monthly invoice for reimbursement of review services rendered. (see attached letter for more detail)

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an **Engineering Review Fee**. This fee is charged by the Planning Division for review of on-site improvements of a civil engineering nature, such as stormwater management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review Fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A **Performance Guarantee** will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An **Inspection Fee** must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspects work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a **Defect Guarantee** in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit. For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.

Alexander Jaegerman, AICP
Planning Division Director

PORTLAND MAINE

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Public Works Department
Michael J. Bobinsky, Director

Dear Applicant,

The assignment of official street addresses is the sole responsibility of the Department of Public Works. These assignments proceed by a set of guidelines and are done from submitted site plans whenever possible. For Enhanced 9-1-1 purposes, they need to be as accurate as possible and depending on size and site layout, the creation of new street names may be required. Despite addresses listed on such things as the check sheet for site plan approval, building inspection documents or tax maps, it is requested you contact the Department of Public Works for your official address(es). The primary contact is Jessica Hanscom at 874-8849 and the secondary contact is Eric Labelle at 756-8850 in the event I am unavailable.

Sincerely,

Jessica Hanscom
Associate Engineer/Archivist
Portland Dept. of Public Works-Engineering
55 Portland Street, Portland, ME 04101
(207) 874-8849

**CITY OF PORTLAND, MAINE
SITE PLAN CHECKLIST**

Project Name, Address of Project

Application Number

Section 14-525 (b,c)

Submitted () & Date	Item	Required Information
	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:
	(2)	Name and address of applicant and name of proposed development
	(3)	Scale and north points
	(4)	Boundaries of the site
	(5)	Total land area of site
	(6)	Topography - existing and proposed (2 feet intervals or less)
	(7)	Plans based on the boundary survey including:
	(8)	Existing soil conditions
	(9)	Location of water courses, marshes, rock outcroppings and wooded areas
	(10)	Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used
	(11)	Approx location of buildings or other structures on parcels abutting the site
	(12)	Location of on-site waste receptacles
	(13)	Public utilities
	(14)	Water and sewer mains
	(15)	Culverts, drains, existing and proposed, showing size and directions of flows
	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed
	(17)	Location and dimensions of on-site pedestrian and vehicular access ways
	(18)	Parking areas
	(19)	Loading facilities
	(20)	Design of ingress and egress of vehicles to and from the site onto public streets
	(21)	Curb and sidewalks
	(22)	Landscape plan showing:
	(23)	Location of existing proposed vegetation
	(24)	Type of vegetation
	(25)	Quantity of plantings
	(26)	Size of proposed landscaping
	(27)	Existing areas to be preserved
	(28)	Preservation measures to be employed
	(29)	Details of planting and preservation specifications
	(30)	Location and dimensions of all fencing and screening
	(31)	Location and intensity of outdoor lighting system
	(32)	Location of fire hydrants, existing and proposed
	(33)	Written statement
	(34)	Description of proposed uses to be located on site
	(35)	Quantity and type of residential, if any
	(36)	Total land area of the site
	(37)	Total floor area and ground coverage of each proposed building and structure
	(38)	General summary of existing and proposed easements or other burdens
	(39)	Method of handling solid waste disposal
	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, water and streets
	(41)	Description of any problems of drainage or topography, or a representation that there are none
	(42)	An estimate of the time period required for completion of the development
	(43)	A list of all state and federal regulatory approvals to which the development may be subject to
	(44)	The status of any pending applications
	(45)	Anticipated timeframe for obtaining such permits

Development Review Fee Schedule (effective July 15, 2005)

- Fee for Service Deposit (all applications) \$200.00
- Planning Services \$30.00/hour
- Legal Services \$40.00/hour
- Major Site Plan Review (more than 10,000 sq. ft.)
 - Under 50,000 sq. ft. \$500.00
 - 50,000 - 100,000 sq. ft. \$1,000.00
 - Parking Lots over 100 spaces \$1,000.00
 - 100,000 - 200,000 sq. ft. \$2,000.00
 - 200,000 - 300,000 sq. ft. \$3,000.00
 - Over 300,000 sq. ft. \$5,000.00
- After-the-fact Major Site Plan Review \$1,000.00 + applicable application fee
- Minor Site Plan Review (less than 10,000 sq. ft.) \$400.00 (or up to 20,000 in an Industrial zone)
- After-the-fact Minor Site Plan Review \$1,000.00 + applicable application fee
- Minor-Minor Site Plan Review (Single Families) \$300.00
- Amendment to Plans \$500.00
- Planning Board Review \$250.00
- Planning Staff Review \$250.00
- Subdivision Fee \$500.00 + \$25.00 per lot
- Section 14-403 Review \$400.00 + \$25.00 per lot
- Site Location of Development \$3,000.00 (except for residential projects which shall be \$200.00 per lot)
- Traffic Movement Permit \$1,000.00
- Stormwater Quality Permit \$250.00
- Street Vacation \$2,000.00

Engineering Fees

- Engineer Review Fee - This fee is assessed by the Engineer
- Inspection Fee - This fee is 2% of the Performance Guarantee or as assessed by Planning or Public Works Engineer with \$300.00 being the minimum.

Zone Change

- Zoning Map Amendments \$2,000.00
- Text Amendments \$2,000.00
- Contract/Conditional Rezoning Under 5,000 sq. ft. \$1,000.00
- 5,000 sq. ft. and over \$3,000.00
- Conditional Use \$100.00

Historic Preservation

- Administrative Review \$50.00
- Minor Projects - Committee Review \$100.00
- Major Projects - Committee Review \$500.00
- After-the-fact Review \$750.00
- HP Special Exception Sign Review \$35.00

Noticing/Advertisements for Historic Preservation and Planning Board Review

- Legal Advertisement Percent of total bill
- (Legal Ads are placed in the newspaper for workshop and public hearing meetings)
- Notices \$5 cents each
- (Notices are sent to abutters when the application is received in the Planning Division, workshop meeting and public hearing meeting)

A Guide to Holding Neighborhood Meetings

In order to improve communication between development applicants and neighbors, the City of Portland requires such applicants to hold a neighborhood meeting.

What type of development proposal requires a neighborhood meeting?

Neighborhood meetings, organized and hosted by the applicant, are required for the following development proposals:

- proposed zone changes, contract zones and zoning text amendments;
- subdivisions of five or more units or lots; and
- major site plan proposals.

Who must be invited to a neighborhood meeting?

Property owners within 500 feet of the proposed development (1000 feet for proposed industrial development), as well as those people on a list of interested citizens and neighborhood groups, must be invited to a neighborhood meeting.

Upon request, the Planning Division will provide to the applicant mailing labels for the neighborhood meeting invitation. We require at least 48 hours prior notice to generate the mailing labels. A charge of \$1.00 per sheet of labels will be payable upon receipt of the labels.

When and where must the neighborhood meeting be held?

The neighborhood meeting must be held after the first Planning Board workshop but not less than seven days prior to the Planning Board public hearing.

The meeting should be held in the evening, during the week, at a location in the neighborhood. Neighborhood schools are usually available for evening meetings.

When must invitations be sent out?

In order to provide sufficient notice to residents, invitations must be sent out no less than seven days prior to the neighborhood meeting.

What information should the invitation include?

A recommended invitation format is included in this packet of material.

Neighborhood Meeting Handouts

Included with this packet of material is a handout sheet from the Planning Division that must be handed out to meeting attendees. This handout explains the requirement for the meeting and additional information on the review process.

Sign-up Sheets and Meeting Minutes

At the meeting, the applicant must circulate a sign-up sheet for those in attendance. The applicant must also keep accurate minutes of the meeting.

After holding the neighborhood meeting, the applicant must submit the sign-up sheet and meeting minutes to the Planning Division. The meeting minutes and sign-up sheet will be attached to the Planning Board report. A public hearing will not be scheduled until the meeting minutes and sign-up sheet are submitted to the Planning Division.

Certification

Included with this packet is a Certification to be completed and signed by the applicant. The applicant is required to certify when the invitations were sent out.

Please call the Planning Division (874-8720) if you have any questions.

Attachments

1. Neighborhood Meeting Invitation Format
2. Handout to Attendees from the Planning Division
3. Neighborhood Meeting Certification

Neighborhood Meeting Invitation Format

Applicant/Consultant
Letterhead

(Date)

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a (development proposal) located at (location/street address).

Meeting Location:

Meeting Date:

Meeting Time:

If you have any questions, please call (telephone number of applicant or consultant).

Sincerely,

(Applicant)

Note:
Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on the proposal.



**City of Portland, Maine
Department of Planning and Development**

Dear Neighbor:

Thank you for attending this evening's neighborhood meeting.

Applicants for major developments, zone changes, and subdivisions of more than five units/lots are required to hold a neighborhood meeting prior to the Planning Board's public hearing on the development proposal.

The purpose of these meetings is to improve communication between neighbors and applicants for development. We have found that neighbors raise questions and offer insight that often improve the design or compatibility of a proposed development.

The City code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

Should you wish to offer additional comments on this proposed development, you may send correspondence to:

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

Or email:
sh@portlandmaine.gov;

Or call 874-8720.

Thank you for taking the time to attend tonight's meeting.

Sincerely,

Sarah Hopkins
Development Review Services Manager

Neighborhood Meeting Certification

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time). I also certify that on (date at least seven days prior to the neighborhood meeting), invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list

Signed,

_____ date

- Attached to this certification are
1. Copy of the invitation sent
 2. Sign-in sheet
 3. Meeting minutes

Notice to Developers of New Subdivisions

Effective January 1, 1998, the City of Portland requests that developers of new subdivisions submit information regarding the origin of the name of any new street(s) created within the City limits. This information shall be submitted to the Planning Division with all other related application materials.

In 1997, Portland residents, Norman and Althea Green, presented the City of Portland with a compilation of research which documents the origins of all street names existing in the City as of 1995. The person, event, location, or subject for which each street was named is now recorded for posterity, constituting an important public record for all those interested in the development of Portland. This compilation is on file at the Portland Public Library, the Maine Historical Society, and the library of the Portland Newspapers, as well as in the City Clerk's Office at Portland City Hall.

It is the intent of the City of Portland to continue this documentation for all streets created in the City. As part of the subdivision review process, applicants are required to submit information regarding the person or subject for which all new streets are being named. In the case of a person, the full name should be submitted, as well as their vocation, relationship to the developer or the area, or other pertinent information. Once the street is formally accepted by the City Council, the information will be placed on file at the City Clerk's office and copies will be sent to the other three Portland repositories.