

22-J-12

2000-0065

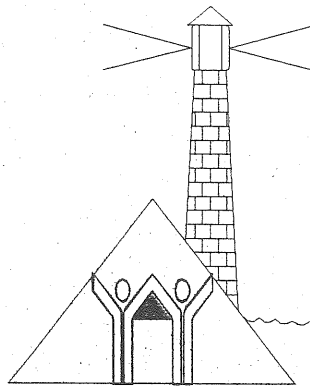
13-15 Mayo St.

3 townhouse Units

Habitat for Humanity

on Spreadsheet

Habitat for Humanity of Greater Portland...



The Mayo Street Project

*Site Review Pre-Application
The City of Portland
April 19th, 2000*

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

20000065

I. D. Number

Habitat for Humanity

Applicant _____

P.O. Box 10505, Portland, ME 04104

Applicant's Mailing Address _____

Consultant/Agent _____

772-2151

Applicant or Agent Daytime Telephone, Fax _____

4/20/00

Application Date _____

3 Town house units

Project Name/Description _____

13- 15 Mayo St, Portland Maine 04101

Address of Proposed Site _____

022-J-012 & 15

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) **3 town house units**
3300 x 3 7/8 ac 9,560 sq ft R6
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

Site Plan (major/minor) Subdivision # of lots 3 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 Subdivisio _____ Engineer Review _____ Date 4/20/00

Planning Approval Status:

Reviewer W. B. Needelman

Approved Approved w/Conditions See Attached Denied

Approval Date 5/30/00 Approval Expiration 5/30/01 Extension to _____ Additional Sheets Attached

OK to Issue Building Permi wbn 5/30/00
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	<u>5/30/00</u> date	<u>\$43,091.72</u> amount	<u>5/26/01</u> expiration date
<input type="checkbox"/> Inspection Fee Paid	_____ date	_____ amount	
<input type="checkbox"/> Building Permit Issue	_____ date		
<input type="checkbox"/> Performance Guarantee Reduced	_____ date	_____ remaining balance	_____ signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____ date	<input type="checkbox"/> Conditions (See Attached)	
<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, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

20000065

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Applicant or Agent Daytime Telephone, Fax

4/20/00

Application Date

3 Town house units

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13- 15 Mayo St, Portland Maine 04101

Address of Proposed Site

022-J-012 & 15

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 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) 3 town house units
3300 x 3 7/8 ac 9,560 sq ft R6

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan
(major/minor) | <input checked="" type="checkbox"/> Subdivision
of lots <u>3</u> | <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 _____ Date: 4/20/00

Fire Approval Status:

Reviewer Lt. Mc Dougall

- Approved Approved w/Conditions
see attache Denied

Approval Date 4/25/00 Approval Expiration _____ Extension to _____ Additional Sheets
Attached

Condition Compliance Lt. Mc Dougall 4/25/00
signature date

Performance Guarantee

Required*

Not Required

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<input type="checkbox"/> Performance Guarantee Released	_____ date	_____ signature	
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**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

20000065
I. D. Number

Habitat for Humanity

Applicant
P.O. Box 10505, Portland, ME 04104
Applicant's Mailing Address

4/20/00
Application Date
3 Town house units
Project Name/Description

Consultant/Agent
772-2151
Applicant or Agent Daytime Telephone, Fax

13- 15 Mayo St, Portland Maine 04101
Address of Proposed Site
022-J-012 & 15
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Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Parking Lot Other (specify) 3 town house units
3300 x 3 7/8 ac 9,560 sq ft R6
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
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(major/minor) | <input checked="" type="checkbox"/> Subdivision
of lots <u>3</u> | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
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| <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 _____ Date: 4/20/00

Inspections Approval Status:

Reviewer Marge Schmuckal

- Approved Approved w/Conditions
see attache Denied
- Approval Date 5/11/00 Approval Expiration _____ Extension to _____ Additional Sheets
Attached
- Condition Compliance const. permit approved 5/30/00
signature date

Performance Guarantee Required* Not Required

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

20000065

I. D. Number

Habitat for Humanity

Applicant

P.O. Box 10505, Portland, ME 04104

Applicant's Mailing Address

4/20/00

Application Date

3 Town house units

Project Name/Description

Consultant/Agent

772-2151

Applicant or Agent Daytime Telephone, Fax

13- 15 Mayo St, Portland Maine 04101

Address of Proposed Site

022-J-012 & 15

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3300 x 3

7/8 ac 9,560 sq ft

R6

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
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(major/minor) | <input checked="" type="checkbox"/> Subdivision
of lots <u>3</u> | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
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| <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 _____ Date: 4/20/00

DRC Approval Status:

Reviewer Steve Bushey

- Approved Approved w/Conditions
see attache Denied

Approval Date 5/12/00 Approval Expiration 5/12/01 Extension to _____ Additional Sheets Attached

Condition Compliance Steve Bushey 5/12/00
signature date

Performance Guarantee Required* Not Required

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

20000065

I. D. Number

Habitat for Humanity

Applicant

P.O. Box 10505, Portland, ME 04104

Applicant's Mailing Address

Consultant/Agent

772-2151

Applicant or Agent Daytime Telephone, Fax

4/20/00

Application Date

3 Town house units

Project Name/Description

13- 15 Mayo St, Portland Maine 04101

Address of Proposed Site

022-J-012 & 15

Assessor's Reference: Chart-Block-Lot

DRC Conditions of Approval

5/12/00 Foundation plan/construction is acceptable. A preconstruction meeting shall be scheduled for the week of May 15, 2000. The applicant shall submit revised complete drawings will final grading, including spot grades, for approval, prior to any work beyond the foundation construction.

Planning Conditions of Approval

1. That the applicant supply condo documents, a recordable subdivision plat and revised storage structure details for Planning and Corporation Council review and approval prior to issuance of a C. of O.

Inspections Conditions of Approval

1. This permit is being approved on the basis of plans submitted. any deviations shall require a separate approval before starting that work.
2. This permit is for A FOUNDATION ONLY. There shall be NO OTHER WORK commenced until the rest of a building permit is actually issued.

Fire Conditions of Approval

TO: Inspections
FROM: Jay Reynolds, Development Review Coordinator
DATE: September 7, 2001
RE: C. of O. for # 13-15 Mayo Street; lead cbl (022 J 012); Id# 2000-0065

After visiting 13-15 Mayo Street, I have the following comments:

All site work complete.

At this time, **I recommend issuing a Permanent Certificate of Occupancy.**

Please contact me if you have any questions or comments.
Thank You.

Cc: Sarah Hopkins, Development Review Services Manager
Mike Nugent, Inspection Services Manager
file

File: O:\drc\13mayo4.doc

Planning & Urban Development



Alexander Jaegerman
Planning Director

CITY OF PORTLAND

TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Planning Director
DATE: April 8, 2002
SUBJECT: Release of Defect Guarantee
Habitat for Humanity; #13/15 Mayo Street
ID# (2000-0065) Lead CBL # (022-J-012)

Please release the Letter of Credit Account #64816-806 in the amount of \$4,309.17 for the townhouse located at 13-15 Mayo Street.

Approved:


Alexander Jaegerman
Planning Director

cc: Sarah Hopkins, Development Review Services Manager
William Needleman, Senior Planner
✓ Jay Reynolds, Development Review Coordinator
Code Enforcement
file

O:\PLAN\CORRESP\DRC\FORMS\13MAYODEFECTRELEASE.DOC



A division of Banknorth, N.A.

March 22, 2002

Jay Reynolds
City of Portland
Planning and Urban Development
389 Congress Street
Portland, ME 04101

RE: Habitat for Humanity, 13-15 Mayo Street
Performance Guaranty – Letter of Credit #64816-806

Dear Jay:

In accordance with the Letter of Credit #64816-806, dated May 26, 2000, issued for Habitat for Humanity/Greater Portland, Inc., this letter serves to inform you that Peoples, a division of Banknorth, N.A., elects not to have this letter of credit renewed upon the expiration date, which is May 26, 2001.

Please cancel the letter of credit, and return the original to my attention, marked cancelled.

Please do not hesitate to call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jonathan M. Campbell".

Jonathan M. Campbell
Assistant Vice President

Planning & Urban Development



Alexander Jaegerman
Planning Director

CITY OF PORTLAND

TO: Duane Kline, Finance Department
FROM: Alexander Jaegerman, Planning Director
DATE: April 8, 2002
SUBJECT: Release of Defect Guarantee
Habitat for Humanity; #13/15 Mayo Street
ID# (2000-0065) Lead CBL # (022-J-012)

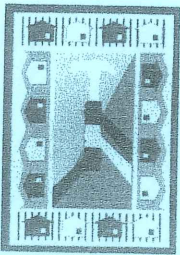
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Approved:


Alexander Jaegerman
Planning Director

cc: Sarah Hopkins, Development Review Services Manager
✓ William Needleman, Senior Planner
Jay Reynolds, Development Review Coordinator
Code Enforcement
file

O:\PLAN\CORRESP\DRC\FORMS\13MAYODEFECTRELEASE.DOC



HABITAT FOR HUMANITY

OF GREATER PORTLAND

P.O. BOX 10505, PORTLAND, ME 04104

PHONE: 772-2151 FAX: 791-7822

E-MAIL: hfhgp@gwi.net

January 8th, 2001

Mr. William Needleman
The Office of Planning and Urban Development
389 Congress Street
Portland, Maine 04101

Dear Bill,

I am writing to you at the suggestion of Sarah Hopkins of your office regarding the Performance Guarantee for our Mayo Street project. As we are moving toward a closing on one of the three units (tentatively scheduled for Wednesday, January 17th at 4:30pm), it is important that we resolve this matter expeditiously.

I spoke with Steve Bolton, our Construction Manager concerning the items included in our cost estimate of *Improvements To Be Covered By Performance Quarantee* which was submitted to the City of Portland on May 16th, 2000 (a copy of that document is attached). Steve confirmed that everything included in the May 16th document has been completed with the exception of the road and granite curbing and the landscaping in the **PRIVATE** section. Total estimated cost for these items is \$17,296.72 (road- \$13,600.; sidewalks-\$1,764.; landscaping-\$1,932.72). If my calculations are correct, this means that \$25,795. of the total amount of the Irrevocable Letter of Credit issued by *Peoples Bank* (\$43,091.72) on May 26th, 2000 has been satisfied.

If you agree with these calculations, could you please issue a letter to that effect to Mr. Richard A. Blake, senior Vice President of *Peoples Heritage Bank*.

Thank you, in advance, for your prompt attention to this request...

Faithfully

The Rev. David L. Snyder, *Executive Director*

enclosure

CC. Richard A. Blake, Peoples Heritage Bank

HOPE...the Foundation for every House we Build!!

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date: 5/16/00

Name of Project: The Mayo Street Project
 Address/Location: 13-15 MAYO ST. PORTLAND, ME 04104
 Developer: HABITAT FOR Humanity of Greater Portland.
 Name of Performance Guarantee: _____
 Type of Development: Subdivision Size Plan (Major/Minor): _____

TO BE FILLED OUT BY APPLICANT:

	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
STREET SIDEWALK						
Asphalt	<u>136 SQ Yds.</u>	<u>\$ 40-</u>	<u>5440-</u>	<u>340 SQ Yds</u>	<u>\$ 40-</u>	<u>13,600- X</u>
Granite Curbing	<u>51 LF</u>	<u>\$ 25-</u>	<u>1275-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Concrete Sidewalks	<u>34 SQ Yds.</u>	<u>\$ 100-</u>	<u>3400-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Planters	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>252 SQ FT.</u>	<u>\$ 7-</u>	<u>1,764- X</u>
Monuments	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Street Lighting	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
UTILITY SEWER						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Utility	<u>44 L.F.</u>	<u>\$ 50-</u>	<u>2200-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Manholes	<u>2 No. Sew</u>	<u>\$ 99-</u>	<u>198</u>	<u>190 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
Other	<u>218 L.F.</u>	<u>\$ 25-</u>	<u>50</u>	<u>Exc.</u>	<u>Exc.</u>	<u>Exc.</u>
DRY DRAINAGE						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>190 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Utility	<u>12 L.F.</u>	<u>100</u>	<u>1200-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Retention Basin	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>314 L.F.</u>	<u>\$ 3.00</u>	<u>942-</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
ILLUMINATION						
Street Lighting	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>6</u>	<u>\$ 75</u>	<u>450-</u>
Sign Control	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>130 LF.</u>	<u>\$ 20 x 2</u>	<u>\$ 40 -</u>
Retention and Space Amenities	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>4000 SQ FT</u>	<u>.50</u>	<u>2000-</u>
				<u>OPEN SPACE</u>	<u>Seed/Lawn</u>	

TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.

Counselors at Law
Three Canal Plaza
P.O. Box 15060
Portland, Maine 04112-5060

Bruce M. Tompkins
Lawrence R. Clough
David M. Hirshon
Leonard W. Langer
Marshall J. Tinkle*

Tel: (207) 874-6700
Fax: (207) 874-6705
E-Mail: lrclough@tchl.com

* also licensed in MA and DC

January 19, 2001

By Hand


Penny Latelle, Assistant Counsel
CITY OF PORTLAND
389 Congress Street
Portland, ME 04101

Re: Mayo Street Condominium

Dear Penny:

I order to facilitate the issuance of a Certificate of Occupancy to Habitat for Humanity, I enclose two copies of the Condominium Declaration and Bylaws, along with a copy of the Articles of Incorporation as forwarded for filing and a copy of the current draft of the condominium plat.

Sincerely yours,



Lawrence R. Clough

LRC/tjo

Enclosure

cc: Rev. David Snyder (w/enc.)

BYLAWS
OF
MAYO STREET CONDOMINIUM ASSOCIATION

Portland, Maine

These Bylaws have been adopted by the sole incorporator named in the Mayo Street Condominium, a Maine nonstock corporation duly organized under Title 13-B of the Maine Revised Statutes (the "Association").

ARTICLE 1
INTRODUCTORY PROVISIONS

Section 1.1 Applicability. These Bylaws ("Bylaws") shall relate solely to the property called the "Mayo Street Condominium" located in Portland, Maine (the "Property"), and more fully described in the Declaration of Condominium for Mayo Street Condominium duly recorded in the Cumberland County Registry of Deeds, and the accompanying Plats and Plans related thereto (collectively the "Declaration"), recorded in the Cumberland County Registry of Deeds in Portland, Maine, as the same may be amended from time to time.

Section 1.2 Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Maine Condominium Act, Section 1601-101 et seq. (the "Act"). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

Section 1.3 Compliance. Pursuant to the provisions of the Act, every Unit owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

Section 1.4 Office. The office of the Condominium, the Association and the Executive Board shall be located at the offices of HABITAT FOR HUMANITY/GREATER PORTLAND, INC., presently located at 565 Congress Street, Portland, Maine, or at such other place as may be designated from time to time by the Executive Board.

Section 1.5 Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of any applicable statute of the State of Maine and the Articles of Incorporation.

ARTICLE 2
THE ASSOCIATION

Section 2.1 Membership. The Association is a Maine nonprofit corporation, all the members of which are the Unit owners of the Property. The Declarant, being the initial owner of all Units, initially shall constitute all of the members of the Association. A person or legal entity shall automatically become a member of the Association at the time he, she or

it acquires legal title to a Unit, and he, she or it shall continue to be a member so long as he, she or it continues to hold title to such Unit. A Unit owner shall not be permitted to resign from membership in the Association prior to the time when the Unit owner transfers title to his, hers or its Unit to another. No membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Clerk. The date of recordation of an instrument of conveyance in the Cumberland County Registry of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit. Notwithstanding any applicable theory of mortgage, no mortgage shall operate to transfer membership until either the mortgage is foreclosed or the Unit is transferred to a mortgagee in lieu of foreclosure.

Section 2.2 Meetings. Meetings of the Association shall be held at the Office of the Association unless some other place is designated by the Executive Board and shall be conducted in accordance with the following provisions:

(a) Annual Meetings.

(i) The Association shall hold Annual Meetings for the purposes stated in Section 2.2(a)(ii) herein (the "Annual Meeting"). The Annual Meeting shall be held on the first Tuesday of December of each year unless such date shall be a legal or religious holiday, in which event the meeting shall be held on the next following day.

(ii) The purpose of the Annual Meeting shall be to elect the members of the Executive Board and to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Unit owners.

(b) Special Meetings. The President shall call a Special Meeting of the Association if so directed by resolution of the Executive Board or upon the written request presented to the Clerk from any one (1) Unit owner or any Director. The notice of any Special Meeting shall state the time, the place and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or written request; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.8 herein, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or written request.

(c) Notice. Notices of meetings of the Association shall be given to Unit owners in accordance with Section 9.3 herein, unless waived as provided herein. If a notice sent to Unit owners pursuant to the foregoing sentence includes an item on the proposed agenda which would require the approval of eligible mortgage holders pursuant to Section 18(E)(3) of the Declaration, a copy of such notice will also be sent to all eligible mortgage holders. All such notices shall be delivered to all Unit owners (and eligible mortgage holders, if applicable) not less than TEN (10) nor more than FORTY (40) days in advance of the date of

the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The Clerk shall cause all such notices to be delivered as aforesaid. Before or after any Association meeting, any Unit owner may waive notice of a meeting in writing. A Unit owner's attendance at an Association meeting shall constitute his, her, or its waiver of notice of such meeting.

(d) Quorum. Except as set forth below, the presence in person or by proxy of Unit owners entitled to cast one-half (1/2) or more of the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. If a quorum is not present, Unit owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than two (2) nor more than thirty (30) days after the time for which the original meeting was called. If such adjournment is for twenty (20) days or more, notice of the adjourned meeting shall be given as provided in Section 2.2(c) herein. If, however, such adjournment is for less than twenty (20) days and the time and place of the second meeting are announced at the meeting being adjourned, then notice need not be given.

(e) Voting. Voting at all meetings of the Association shall be on the basis of the vote allocation provided in the Declaration. When the ownership of a Unit is in more than one person, the person owning the Unit who is present at an Association meeting will be entitled to cast the vote of such Unit. If more than one person owning a Unit is present at the meeting, then the vote allocated to the Unit will be cast in accordance with the agreement of the majority in interest of the owners of such Unit. Such majority agreement shall be deemed to exist if any one of the multiple owners of a Unit casts the vote allocated to such Unit without any protest from the other owners of such Unit being made promptly to the person presiding over the meeting. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to the election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the approval of a majority of the aggregate votes in the Association, cast by the Unit owners in person or by proxy at a duly convened meeting at which a quorum is present, is required to adopt decisions at such meeting of the Association.

In all elections for Executive Board members, each Unit owner shall be entitled to cast the vote allocated to the Unit owned by such Unit owner for each vacancy to be filled at such election. Where less than all of the Executive Board members are to be elected, the positions will be filled by the candidate receiving the highest total or totals, as the case may be, of the votes cast. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit(s) are entitled, except as provided in the Declaration. There shall be no cumulative voting or splitting of votes.

(f) Proxies. A vote may be cast in person or by proxy. If a Unit has multiple owners, each owner may vote through a duly executed proxy. Such proxy may be granted by a Unit owner only in favor of another Unit owner, the holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Clerk before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated.

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

(h) Conduct of Meetings. The President (or in his absence, the senior officer of the Association present) shall preside over all meetings of the Association, and the Clerk shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting.

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

ARTICLE 3 **EXECUTIVE BOARD**

Section 3.1 Composition. The affairs of the Association shall be governed by the Executive Board. The Executive Board shall initially consist of three (3) natural individuals, to be subsequently increased to Four (4) members as further provided in the Articles of Incorporation within 60 days of the sale of the three Units, all of whom shall be Unit owners, designees/representatives of the Declarant, or its successors and assigns, or, if the Unit owner is an entity, one of its principals or officers so designated by such entity. each unit shall vote as a class for the election of one director and the fifth director shall be appointed by the Declarant.

The initial Board of Directors shall consist of three (3) members. The initial members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Habitat For Humanity/Greater Portland, Inc., a Maine nonprofit corporation, having a principal place of business in Portland, Maine, its successors and assigns ("Declarant") without the need of obtaining resignations.

No later than sixty (60) days following the date of the initial conveyance of the three Units to be declared, the size of the Executive Board shall be increased to Four (4) Directors, three (3) of whom shall be elected by the Unit owners for one (1) year terms, with each Unit Owner voting as a class for the election of one (1) Director for a one year term, and one (1) of whom shall be appointed by Declarant, its successors and assigns for a one year term. Each Unit may elect one alternative director to attend Board meetings and vote if the primary Director is unable to attend. The right of the Declarant to appoint one director shall survive the conveyance of all units and the expiration of the Declarant Control Period under the Maine Condominium Act.

Section 3.2 Election and Term of Office.

(a) Within the sixty days of the initial sale of the third Unit , a Special Meeting of the Association shall be held at which each of the Unit owners voting as a class shall elect one successor member of the Executive Board to act in place of those resigning. All successor members elected at said Special Meeting shall take office upon the resignations of the Executive Board members called for under the Declaration and shall serve until the Annual Meeting next following their election.

(b) At the Annual Meeting of the Association, the election of members of the Executive Board shall be held. Each Unit shall vote as a class for the election of one Director, and may designate an alternate Director if the primary director is unable to attend a meeting. Except as noted in Section 3.2(a) above, the term of office of any Executive Board member shall be fixed at one year. Except as noted in Section 3.2(a) above, each member of the Executive Board shall hold office until the earlier to occur of (i) the election of his successor; (ii) his death; (iii) adjudication of his incompetency; (iv) his removal; (v) or his resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

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

(a) Time and Location. The Executive Board shall hold an annual meeting within 10 days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 herein, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Executive Board. The Executive Board shall hold meetings at the call of the President or upon written request to the President made by a member of the Executive Board for a date occurring not less than two (2) and no more than twenty (20) days after receipt of such request.

In any event, the Executive Board shall meet on the first Tuesday of March and July of each year (in addition to the annual meeting of the Executive Board on the first Tuesday of December), unless all members of the Executive Board shall waive such requirement. The Executive Board shall endeavor to meet approximately sixty (60) days prior to the beginning of the next fiscal year for the purpose of preparing a proposed budget of the

Association for said fiscal year. The President shall designate the time and location of Executive Board meetings.

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

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

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

(e) Organization. Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Unit owners who are not Executive Board members and eligible mortgage holders to the extent required under Section 1602 119(d) of the Act, shall have the right to attend Executive Board meetings. The Clerk shall give prior notice, in the manner provided in Section 2.2(c) herein, to all Unit owners and, as required under the Act, to eligible mortgage holders of each meeting.

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

(g) Action by Unanimous Consent Without a Meeting. Any action by the Executive Board or a Committee of the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall

individually or collectively consent in writing to such action, setting forth the action taken, at any time before or after the intended effective date of such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

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

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

Section 3.5 Vacancies. Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of incompetency, or an increase in size of the Executive Board, shall be filled by the Unit owner who elected that Director. If the vacancy results from removal by the Unit Owner, the election of a new member or members may be held at the same meeting where such removal takes place and notice of an election for removal shall be considered notice of an election to fill each vacancy so caused.

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

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

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the

minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members, or

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

Section 3.8 Inclusion of Interested Executive Board Members in a Quorum.

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

Section 3.9 Powers of the Executive Board.

(a) Enumeration. The Executive Board shall have all of the powers and duties granted by the Act, the laws governing nonprofit corporations or both.

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

ARTICLE 4
OFFICERS

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

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

(a) President. The President shall be the chief executive officer of the Association. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of

the State of Maine, the condominium documents and the actions 'of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. Unless restricted by the Executive Board, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Maine.

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

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

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

Section 4.4 Resignation and Removal. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer may be removed from his office at any time by a majority vote of the Executive Board, with or without cause.

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

ARTICLE 5 **COMMON EXPENSES: BUDGETS**

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

Section 5.2 Preparation and Approval of Budget.

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

(b) **Available for Inspection.** Each year, at least thirty (30) days before the beginning of the next fiscal year, the Executive Board shall make the proposed budget available for inspection at the Association's office and, upon request, shall provide a Unit owner with a summary of the proposed budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit owner's assessments for Common Expenses of the Association.

(c) Ratification of Budget. The Executive Board shall set a date for a meeting of the Unit owners to consider ratification of the budget not less than ten (10) days nor more than thirty (30) days after the budget is available for inspection. Unless at that meeting Unit owners cast sixty-six percent (66%) or more of the aggregate votes in the Association in opposition to the budget, said budget shall thereupon be ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Unit owners shall be continued until such time as the Unit owners ratify a subsequent budget proposed by the Executive Board.

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

Section 5.3 Assessment and Payment of Common Expenses.

(a) Common Expenses. The Executive Board shall determine the monthly assessments for Common Expenses against each Unit by multiplying (i) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board and ratified by the Unit owners for the fiscal year in question by (ii) the Percentage Interest of each Unit in the Condominium. The product from the foregoing calculation is then divided by the number twelve (12). Such assessments shall be due and payable on the first day of each month and shall be a lien against each Unit owner's Unit as provided in the Act and the Declaration. After the end of a fiscal year, upon the request of a Unit owner or of an eligible mortgage holder, the Executive Board shall provide an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit owners in accordance with their Percentage Interest and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(b) Working Capital Fund. A working capital fund shall be established equal to at least one-sixth (1/6) of the estimated annual Common Expense liability for the first full year of operations. The proportionate share for a Unit (based on its Percentage Interest) shall be collected and transferred to the Association within sixty (60) days of the date of the sale of that Unit and the amounts so collected shall be maintained in a segregated account for the use and benefit of the Association. Such amounts shall not be considered as advance payment of regular assessments.

(c) Reserves. Extraordinary expenditures not originally provided for in the annual budget that may become necessary during the fiscal year may be charged first against the working capital fund and then against the operating contingency reserve. If this fund and this reserve are deemed to be inadequate for any reason, including non-payment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Unit owners in accordance with their

Percentage Interests and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

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

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

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

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

Section 5.8 Limitations on Expenditures. Anything herein to the contrary notwithstanding, the Association, by a vote of more than fifty percent (50%) of the aggregate votes in the Association, may reject any capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board.

Section 5.9 Statement of Common Expenses. The Executive Board shall promptly provide any Unit owner or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE 6
INSURANCE, REPAIR OR RECONSTRUCTION

Section 6.1 Insurance.

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

(i) Property insurance on the common elements and on the units, (exclusive of improvements and betterments installed in or about units by unit owners unless 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", endorsements, together with coverage for the payment of common expenses with respect to damaged units during the period of reconstruction. The total amount of insurance after application of any deductibles shall as near as is practicable to 100% of the replacement cost 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 one percent (1.00%) of the policy face amount. All such policies shall require at least twenty (20) days notice of cancellation;

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

(iii) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of \$5,000 or one percent (1.00%) of the policy face amount;

(iv). Such other insurance as may be required by the Declaration under Article X on rights of mortgages, including without limitation "inflation guard," steam and boiler machinery, and construction code endorsements, which may include without limitation, demolition cost endorsement, contingent liability from operation of building laws, and increased cost of building endorsements; and

(iv) Such other insurance as the Board of Directors of the Association may determine is appropriate.

The Board of Directors may require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than three (3) months common charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association. All such policies shall require at least twenty (20) days notice of cancellation.

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

C. Insurance policies carried pursuant to Subsections (A) and (B) shall provide:

1. A unit owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common elements or membership in the Association;

2. The insurer waives its right to subrogation under the policy against any Condominium unit owner or members of his household;

3. No act or omission by any insured will be a defense to recovery under the policy; and

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 not contributing with the other insurance; and

5. A standard "mortgagee clause" which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or owners or any persons under any of them; and

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

D. All insurance policies shall provide that the named insured is "Mayo Street Condominium Association, for the use and benefit of the individual owners." All insurance policies shall require at least ten (10) days notice of cancellation to Eligible Mortgage Holders. Any loss covered by the property policy under subsection (A) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to the Board of Directors of the Association in trust for unit owners, mortgagees and lien holders. The Board of Directors shall cause the Association to obtain a surety bond for the faithful performance of the Board's duties as insurance trustee in 100% of the amount of the insurance proceeds before it shall be entitled to receive such proceeds. Subject to the provisions of Subsection F, proceeds shall be disbursed first for the repair or restoration of the damaged common elements and units, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored, or the repair or reconstruction is not undertaken, or the Condominium is terminated.

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

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

- (i) The Condominium is terminated;
- (ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (iii) Eighty (80%) of the members vote not to rebuild, including every owner of a unit or assigned limited common element which would not be rebuilt.

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

- (i) The insurance proceeds attributable to a damaged unit and common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- (ii) The insurance proceeds attributable to each unit, (including, without limitation, improvements constituting a permanent part of the unit which are insured by the Association, the unit's interest in limited common elements) which is not rebuilt shall be distributed to the owners of each such

unit and the owners of the units to which those limited common elements were assigned, after payment of the holders of liens thereon in accordance with the Maine Condominium Act; and

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

Notwithstanding the provisions of this subsection, the Maine Condominium Act and the Declaration govern the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any unit, that unit's percentage interest in the common elements shall be automatically reallocated to the remaining units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

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

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

Each Unit owner shall be responsible for the payment of the amount of the deductible applicable to a claim for damage to the interior of a Unit.

Section 6.2 Restoration of Property Out of Common Expense Fund. Damage to or destruction of those portions of the Building for which the Association is responsible under the Declaration and the Act shall be promptly repaired and restored by the Association in accordance with the provisions of the Declaration and the Act. The Executive Board shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund, into which the proceeds of any insurance shall be deposited. The disbursements of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified engineer and/or architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Unit owners may apply the proceeds from any individual property insurance policies to the share of such Common Expense as may be assessed to them. If any physical changes are made to any restored Unit or the Common Elements, or any combination of them, which renders inaccurate the Plats and Plans that are then of record, the Executive Board shall record amended Plats and Plans showing such changes.

ARTICLE 7

AMENDMENTS

Section 7.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, these Bylaws may be amended by the approval of a majority of the aggregate votes in the Association, cast by Unit owners in person or by proxy at a duly convened meeting at which a quorum is present; provided, however that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property, except as otherwise provided in the Declaration, shall be effective without the prior written approval of all eligible mortgage holders. Notwithstanding the foregoing, amendments of a material nature must be approved by Unit owners entitled to cast at least sixty-six percent (66%) of the aggregate votes in the Association and by eligible mortgage holders representing at least sixty-six percent (66%) of the votes of Units subject to mortgages held by eligible mortgage holders. A change to any of the following would be considered material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) restriction of a Unit owner's right to sell or transfer the owner's Unit;
- (l) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium documents;

- (m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

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

Section 7.2 Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Clerk is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

ARTICLE 8 **EXECUTION OF DOCUMENTS**

Section 8.1 Execution of Documents. Unless the Executive Board shall otherwise generally or in any specific instance provide: (a) any bill, note, check, or negotiable instrument may be executed or endorsed in the name and on the behalf of the Association by the President or Treasurer, acting singly, and (b) any other instruments, documents, deeds, bills of sale or other writings of whatever nature shall be executed in the name and on behalf of the Association by the President or Treasurer, acting singly, and either officer may seal, acknowledge and deliver the same.

ARTICLE 9 **GENERAL PROVISIONS**

Section 9.1 Severability. The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision herein or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the condominium project which the Declaration (including the Plats and Plans and these Bylaws) is intended to create.

Section 9.2 Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provision of these Bylaws. The Act, the

Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of any rules and regulations.

Section 9.3 Notices. All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when deposited in the Unit owner's (or if applicable, the eligible mortgage holder's) mailbox, if personally delivered. Alternatively, such notice shall be deemed given on the second business day after mailing, if mailed by first class mail, postage prepaid (or as the Act may otherwise permit), (a) if to a Unit owner, at the mailing address of the Unit of such Unit owner, or (b) if to the Association or the Executive Board, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Unit owners pursuant to this Section. If 8 Unit is owned by more than one person, delivery of notice to one of said persons pursuant to this Section shall constitute notice to all such owners.

Section 9.4 Headings. The headings preceding the various Sections of these Bylaws and the Table of Contents are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 9.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

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DECLARATION OF CONDOMINIUM

MAYO STREET CONDOMINIUM

PORTLAND, MAINE

DECLARATION OF CONDOMINIUM
MAYO STREET CONDOMINIUM
PORTLAND, MAINE

This Declaration is made by **HABITAT FOR HUMANITY/GREATER PORTLAND, INC.**, a Maine nonprofit corporation having a principal place of business in Portland, Maine ("Declarant"), as the owner in fee simple of the real estate described herein.

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

The plat of the land submitted to the provisions of the Act is depicted on the plan entitled "Recording Plat Mayo Street Condominium, Portland, Maine" prepared by Morris C. Hancock AIA dated January ___, 2001 as recorded herewith in the Cumberland County Registry of Deeds and on the plan entitled "final Subdivision Plan, Mayo Street Project on 13-15 Mayo Street, Portland, Maine made for Habitat for Humanity of Greater Portland" by Owen Haskell, Inc. dated May 17, 2000, approved by the City of Portland Planning Board on June 26, 2000, and recorded in said Registry of Deeds in Plan Book 200, Page 281 (the "Plat and the Plans"). A reduced copy of the Plat is attached hereto as **Exhibit B**.

2. **Creation of Units.** Declarant hereby creates three (3) Units known as Units #1, #2, and #3, (individually the "Unit" and collectively the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plans.

3. **Unit Numbers and Boundaries.** Reference is made to the Plat and the Plans for the identification number of each Unit and the depiction of the location and dimensions of each Unit's boundaries.

Generally the vertical boundaries of each Unit are formed by the planes of the exterior finished surfaces of the exterior walls of the duplex building containing that Unit (individually the "Building" or collectively the "Buildings"). The horizontal boundaries of each Unit are formed by the planes of the Unit side surface of the foundation and the exterior finished surface of the roof of the Building containing that Unit. Each Unit also extends to the centerline of the party wall dividing Units #1 and #2 in the Building containing those particular Units. All exterior paint, siding, roofing materials, doors, windows, chimneys, eaves, lighting fixtures, overhangs and all other portions of the Building in which the Unit is located are included within

the boundaries of a Unit. Each Unit consists of all portions of the Building within the aforesaid boundaries.

The provisions of Section 1602-112 of the Act shall govern relocation of boundaries between any two Units. The subdivision of a Unit into two or more Units is prohibited.

All spaces and improvements within a Unit's boundaries are a part of that Unit. No Unit owner shall permit or suffer any impairment of any sound deadening or fire resistant features between Units.

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

4. Common Elements.

Each Unit will be conveyed together with its respective undivided interest in the common elements as hereinafter set forth and will have the benefit of the right to use the common elements in common with others entitled thereto as provided by the bylaws (the "Bylaws") adopted by the Mayo Street Condominium Association (the "Association") and any rules and regulations adopted by the Association. A copy of the Bylaws initially adopted by the Association is attached hereto as **Exhibit C.**

The common elements consist of all portions of the Property other than the Units. Common elements shall also include those parts of the Property described in the Act or the Plat and Plans as being common elements. Common elements shall include, but not be limited to, Limited Common Elements.

5. Limited Common Elements.

Generally the Common Elements are allocated to each Unit in accordance with the boundaries as set forth in the Plat and Plans, with the dividing line between attached Units #1 and #2 in the vicinity of the Units consisting of an extension of the common wall. Water, sewer or other utility lines, and other fixtures designed to serve a single Unit but not a defined part of the Unit and the air space above a Unit and the land and concrete slab and foundation below a Unit are Limited Common Elements allocated to the Unit or Units so served. Limited Common Elements shall also include those parts of the Property described in the Act or the Plat and Plans as being Limited Common Elements.

Each Unit owner shall have the exclusive use of the Limited Common Elements appurtenant to his or her Unit and shall be solely responsible for all maintenance, repair and upkeep thereof in good condition, excepting only the Driveway Limited Common Elements shared by Units #1 and #3, the expenses of which including without limitation, snow and ice removal, sanding sweeping and pavement maintenance shall be shared equally. Units #1 and #2 shall be responsible for shoveling the public sidewalk in front of their respective Units.

A Unit owner shall have no maintenance responsibility with respect to the Limited Common Elements appurtenant to another Unit.

The Association shall not be liable for the maintenance, repair or upkeep of any Unit or Limited Common Elements.

6. Fraction of Common Element Interests, Voting Rights and Common Expense Liabilities.

The percentage of undivided interests in the common elements and common expense liabilities allocated to each Unit is Thirty-Three and One-Third percent (33 1/3%). Each Unit has one vote in the Association. The foregoing allocation is based on a formula of one vote or share per Unit to permit equality among Units. No percentage of undivided interest allocated to any Unit shall be altered except upon the unanimous vote of all Unit owners and their first mortgagees.

7. Encroachments.

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

8. Easements and Declarant Rights.

A. Utility Easements, Etc. The Units and common elements (including the Limited Common Elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units.

The easements created by this Section 8(A) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment in ducts and vents over, under, through, along and on the Units, Limited Common Elements and common elements. With respect to any utility lines or equipment serving only the Condominium and located upon the common elements (including any Limited Common Elements allocated to any one Unit), the Executive Board shall have the right and power to dedicate, convey an easement to any private or public utility company.

The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements (including any Limited Common Elements allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

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

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

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

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

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

E. Structural Support Easement. To the extent necessary, each Unit shall have an easement for structural support from the Unit in the same Building and the Limited Common Elements appurtenant to the Units in that Building, and the common elements shall be subject to an easement for structural support in favor of the Units and the Limited Common Elements.

F. Inspection Easement. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for: (i) inspection of the Units and Limited Common Elements in

order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible; (ii) installation, inspection, maintenance, repair, and replacement of the common elements situated in or accessible from such Units or Limited Common Elements or both; (iii) correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the common elements, the Limited Common Elements and/or the Units; and (iv) any purposes set forth in Section 8(G) below.

G. Installation Easement. Whenever in this Declaration and the Plat and Plans, a boundary line of a Unit is described as being the Unit-side surface of the foundation, it is intended thereby, and it is hereby declared, that the owner of the Unit shall have an easement for the purpose of affixing and removing flooring and other floor covering materials; and otherwise decorating, cleaning and maintaining such surface, all at the cost and expense of the owner of such Unit, it being understood and agreed that the Association, acting by its Executive Board on behalf of all Unit owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the foundation of which said surfaces are a part, notwithstanding the fact that such maintenance, repair or replacement may temporarily adversely affect the Unit owner's aforesaid easement and right to use the said Unit-side surface of such floor.

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

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

J. Declarant Rights. Declarant reserves a Special Declarant Right and easement for the construction of the Units, common elements, Limited Common Elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, common elements or Limited Common Elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary siltation fence or to take any other action reasonably necessary to achieve this purpose. Declarant further reserves an easement in the Units, common elements and Limited Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans.

K. Drainage. Declarant reserves an easement on, over and under those portions of the common elements and Limited Common Elements, not located within a Building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

L. Utilities. Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the common elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, Limited Common Elements and common elements.

Declarant shall have the right, until Declarant has conveyed all of the Units in the Condominium, to grant and reserve easements and rights-of-way through, under, over, and across the Property for constructions purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities.

N. The easements reserved by Declarant shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.

9. Eminent Domain.

A. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 9(A), shall be thereafter a Limited Common Elements, subject to the provisions of Section 5 herein.

B. Except as provided in Section 9(A) above, if part of a Unit is acquired by eminent domain, any award therefor shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interests and common expense liability and voting rights shall remain unchanged.

C. If a part of the common elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements

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

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

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

10. Restrictions on Use and Occupancy.

A. Residential Use. The Units are restricted to private residential use, including residential activities engaged in by Unit owners, members of the Unit owners' immediate family, and the guests and other authorized occupants, licensees and visitors of the Unit owners. No Unit may be used for a professional, business, commercial, industrial or manufacturing purposes, or primarily for storage.

B. Quiet Enjoyment. No Unit owner may carry on any practice, or permit any practice to be carried on, that constitutes a nuisance or unreasonably interferes with the quiet enjoyment of the occupants of any other Unit.

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

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

E. Pets. A Unit owner shall be absolutely liable to the other Unit owners and the family, guests, licensees and invitees of the other Unit owners for any damage to personal property caused by any pets or animals kept on the Property by such Unit owner. The Association shall have the power to regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time and may expel any offending pets and animals from the Property. In any event dogs and any other

animals required by the City of Portland's leash ordinance as it may be amended shall not be permitted outside of a Unit except on a leash attended by a responsible person.

F. Cleanliness. Each Unit and its appurtenant Limited Common Elements shall be maintained in a clean and sanitary condition by the Unit Owner. A Unit owner shall be responsible for the cleanliness of the Unit and the Limited Common Elements serving such Unit, at the expense of such Unit owner. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in accordance with rules and regulations established by the Executive Board.

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

I. Noise. Each Unit owners and occupant shall abide by the requirements set for in the Rules and Regulations regarding noise.

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

11. General Administrative Provisions

A. Easement for Access and Support. Each Unit includes a perpetual right of ingress and egress to the Unit. The Association and the managing agent and/or any other person authorized by the Executive Board shall have a right of access to any Unit and any Limited Common Elements 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.

B. Easement for Support/Encroachments. Each Unit and common element shall have an easement for support from every other Unit and common elements. To the extent that any Unit or common element encroaches on any other Unit or common element, a valid easement for the encroachment exists. This easement shall not relieve a Unit owner of liability in case of his willful misconduct.

C. Interval Ownership. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or

operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same Unit.

D. Exterior Appearance. The Association may adopt reasonable Rules and Regulations regulating signs, canopies, antennas, awnings, window shades and blinds, clothes lines or any other structures or things which affects the appearance from the exterior of the buildings. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, or materially alter the landscape or grading or do anything to alter the exterior of the Unit, except as permitted by the Rules and Regulations or the Board of the Association.

E. Preservation of Property. No Unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements, as determined in the judgment of the Executive Board of the Association.

F. Liability for Damage. Each Unit owner shall be liable for the expense of maintenance, repair or replacement of any damage to the 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 guests, customers, licensees, employees, agents, contractors, lessees, 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.

12. Common Expenses and Assessments.

A. Common Chares Assessments. Each Unit owner shall pay to the Association, or its authorized representative, monthly, without set off or deduction, his proportionate share of the budgeted expenses of the Association. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate or eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees as may be established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

Each Unit is subject to a lien in favor of the Association for the unpaid common charges, interest and costs of collection as provided in the Condominium Act and also is

subject to a lien for service charges and penalties, interest and costs of collection as provided in the Declaration and the Bylaws. In any event no later than 60 days after the first Unit is conveyed, all Units owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

B. Service Charges. The Association shall have the express power to separately charge a Unit and the owner thereof for services rendered to that Unit. Such charges shall be a lien on the Unit with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.

Service charges shall include without limitation:

- i. If a Unit owner, members of his family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit or its appurtenant Limited Common Areas, or damages the Common Areas or fails to perform maintenance and repair work required, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge.
- ii. Fees, if any, which may be established by the Executive Board for the use and maintenance of water, sewer and/or other utility services and equipment. Likewise, water and sewage services supplied to each Unit may be measured separately by such methods and systems established by the Executive Board in their discretion. The expense of public utility charges for water and sewer services and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Executive Board in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Executive Board may charge Unit owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board.

C. Liability. Multiple owners of a Unit shall each be jointly and severally liable with one another for all unpaid common charges, assessments, service charges, interest 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 assessments, common 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 Executive Board, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the Unit as of the date of grant or conveyance and such other items 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.

D. Budget. The proposed budget adopted by the Association's Executive Board shall be adopted unless rejected by two thirds (2/3) vote of all Unit owners.

E. 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 Executive Board from the use and enjoyment of any and all of the common elements not essential to access to the Unit, in addition to all other remedies available to the Executive Board.

13. Maintenance. Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such owner's Unit and the Limited Common Elements allocated to such Unit.

The Executive Board shall ensure that the exterior portions of each Unit are maintained by each Owner in a compatible and harmonious manner, so that the Building as a whole is attractive and well maintained, including without limitation the right to regulate colors, siding and roof materials, window alteration and the like.

If any Owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or manager shall have the right but not the obligation to enter the Unit and appurtenant Limited Common Elements 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 Executive Board, shall be entitled to assess the expense thereof as a Service Charge due in full at the time of the next regular monthly payment. Each Unit owner shall be responsible for any insurance deductible.

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

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

The provisions of this Declaration and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be

binding upon each and all of the Unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the Property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the Bylaws.

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

15. Executive Board.

A. Initially there shall be three (3) members of the Executive Board, and the members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the need of obtaining resignations.

Within 60 days of the sale of the third Unit, the Executive Board shall consist of four (4) members, three (3) of whom shall be Unit owners elected for one (1) year terms by the Unit owners, and one (1) of whom shall be appointed by Declarant for a one year term, and each Unit shall vote as a class for the election of one director to the Executive Board. Within sixty (60) days of the initial conveyance of a Unit, the director allocated to a Unit shall be filled by the Unit owner at a special meeting of the Association held for that purpose.

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

16. Separate Taxation and Utilities. It is understood that real estate taxes are to be separately taxed to each Unit owner for such owner's Unit and the corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements.

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

17. Insurance and Related Matters

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

- i. The Condominium is terminated;
- ii. repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- iii. One Hundred percent (100%) in interest of the unit owners vote not to rebuild, including every owner of a unit or limited common area which would not be rebuilt and including the consent of the Eligible Mortgage Holders.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense, provided however that each unit owner shall be responsible for a deductible which may be applicable due to damage within a Unit.

B. If the entire Condominium is not completely repaired or replaced:

- i. 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;
- ii. the insurance proceeds attributable to units which 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
- iii. 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 with the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements. 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. 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 permanent improvements and betterments within the unit, the unit owner shall be responsible for the expense of repair or replacement.

18. Mortgage Provisions.

A. The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board. Such mortgagees shall be known as Eligible Mortgage Holders.

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

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

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

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

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

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

(3) A first mortgagee of a Unit shall be entitled to prompt written notification from the Executive Board of (i) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured within thirty (30) days, (ii) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the common elements appurtenant thereto, (iii) any lapse or modification of insurance or fidelity bond coverages, (iv) any proposed amendment under Section 19 of this Declaration and

(v) any proposed action that entitles an eligible mortgage holder to notice under § 1602-119(b) of the Act.

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

(5) So long as Declarant holds a mortgage on a Unit, that Unit owner shall not let or rent his Unit without first obtaining Declarant's prior written consent in each such instance. Notwithstanding the foregoing, any lease or rental of a Unit shall: (i) be in writing; (ii) involve the lease or rental of the entire Unit and not some lesser portion thereof; (iii) be for a term of not less than ninety (90) days nor more than one (1) year; (iv) provide that the tenant is subject in all respects to the provisions of the Declaration, Bylaws and any rules and regulations that may be adopted by the Executive Board; and (v) provide that failure by the lessee to comply with the terms of said documents shall be a default under such lease.

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

20. Amendment.

This Declaration including the plats and plans may be amended or modified generally in accordance with the following procedures, except as otherwise provided herein or in the Condominium Act. Prior to the conveyance of the first Unit by the Declarant to a third party, the Declarant shall have the right to unilaterally amend the Declaration. Following the first conveyance of a Unit of record, then the following procedures shall be followed:

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 a statement of the proposed amendment, including the proposed text thereof. Such a statement must be included in the notice of any meeting if a written request therefor is made by the person or persons calling such a meeting or by any two Unit owners. Notice shall also be sent to Eligible Mortgage Holders.

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 may be required. Unit owners and mortgagees may express their approval in writing or by proxy.

C. No amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all owners.

D. An amendment shall be effective when recorded. Copies of the amendment shall be sent to each Unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment. Any challenge to the validity of the adoption of an amendment to the Declaration may not be brought more than one (1) year after the amendment is recorded.

21. Miscellaneous

A. Interpretation. In the event of any conflict or discrepancy between this Declaration and the plats and plans, this Declaration shall govern.

B. Conflict. If any provision of this Declaration, the Bylaws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

C. General Provisions. 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.

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.

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

D. 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 Executive Board, which determination shall be final and binding on all parties.

E. 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 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.

F. Disputes. In any dispute between one or more unit owners and the Declarant regarding the common elements, the Executive 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.

G. Notices. Any notice required or given pursuant to this Declaration to the Association or to any unit owner may be delivered to any Association Director or officer or such to unit owner respectively either in person or by delivering it to his unit by mail or by hand, or as otherwise permitted by the Bylaws or this Declaration.

The Clerk of the Association shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of Unit owners and/or mortgagees to be sent in writing by U.S. Mail, postage prepaid or to be personally delivered, to all Unit owners and all eligible mortgage holders at the address filed with the Clerk by said owners and mortgage holders not less than five (5) days and not more than twenty-five (25) days prior to the proposed meeting or action. Such notice shall be deemed to be given when so delivered in person or on the second business day following such mailing. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration and Bylaws, any budget changes and any proposal to remove a director or officer.

[here ends this page]

IN WITNESS WHEREOF, Habitat for Humanity/Greater Portland, Inc. has caused this instrument to be executed in its corporate name on January____, 2001

HABITAT FOR HUMANITY/GREATER PORTLAND, INC.

Witness

By: _____
_____, its President

Witness

By: _____
_____, its Executive Director

Decl_MayoSt ver 2
1/19/01 4:07 PM

State of Maine
County of Cumberland, ss.

_____, 2001

Personally appeared the above-named _____ and _____, respectively the President and Treasurer of Habitat for Humanity/Greater Portland, Inc., and severally acknowledged the foregoing instrument to be their free act and deed in their said capacities and the free act and deed of said corporation.

Before me,

Notary Public/attorney at law

Printed Name

My commission expires:

Decl_MayoSt ver 2
1/19/01 4:07 PM

SCHEDULE A

A certain lot or parcel of land located in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at an iron rod set on the northeasterly sideline of Mayo Street, said iron rod being marked with a Cap No. 509, and also being the southwesterly corner now or formerly of Ionel Buturi;

Thence running North $63^{\circ} 10' 5''$ East a distance of 110.69 feet by said Buturi land to an iron rod set with Cap No. 509 and land now or formerly of Richard A. Noddin, et al.;

Thence running South $24^{\circ} 44' 24''$ East by said Noddin land, land now or formerly of John S. Hanlon, Sr. and other land now or formerly of Jeffrey W. Reinold to a point and an iron rod set with Cap No. 509, being the corner of land now or formerly of Janice L. Prescott;

Thence running South $63^{\circ} 10' 5''$ West a distance of 110.22 feet to an iron rod set with Cap No. 509, being the northeasterly sideline of Mayo Street;

Thence running North $25^{\circ} 3' 24''$ West along said Mayo Street a distance of 86.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to Habitat for Humanity/Greater Portland, Inc. by deed of William H. Childs dated October 31, 1999 and recorded in the Cumberland County Registry of Deeds on December 30, 1999 in Book 15255, Page 329.

Said courses and boundaries based on a plan prepared by Owen Haskell, Inc. dated April 19, 2000, Job No. 2000-014P. Containing 9,495 square feet more or less.

Together with all right, title and interest in and to the fee title in and to the abutting portions of Mayo Street, if any.

DOMESTIC
NONPROFIT CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

<p>_____ Deputy Secretary of State</p> <p>A True Copy When Attested By Signature</p> <p>_____ Deputy Secretary of State</p>

Pursuant to 13-B MRSA §403, the undersigned, acting as incorporator(s) of a corporation, adopt(s) the following Articles of Incorporation:

FIRST: The name of the corporation is MAYO STREET CONDOMINIUM ASSOCIATION

SECOND: The corporation is organized for all purposes permitted under Title 13-B, MRSA, or, if not for all such purposes, then for the following purpose or purposes:

All such purposes.

THIRD: The name and registered office of the Registered Agent who must be a Maine resident, whose office is identical with the registered office; or a corporation, domestic or foreign, profit or nonprofit, having an office identical with such registered office:

Lawrence R. Clough
(name)

Three Canal Plaza, Portland, Maine 04101
(physical location - street (not P.O. Box), city, state and zip code)

P.O. Box 15060, Portland, Maine 04112-5060
(mailing address if different from above)

THIS FORM MUST BE ACCOMPANIED BY FORM MNPCA-18 (Acceptance of Appointment as Registered Agent §304.3.)

FOURTH: The number of directors (not less than 3) constituting the initial board of directors of the corporation, if the number has been designated or if the initial directors have been chosen, is 3.

The minimum number of directors (not less than 3) shall be 3 and the maximum number of directors shall be 5.

FIFTH: Members: ("X" one box only)

- There shall be no members.
- There shall be one or more classes of members, and the information required by §402 is as follows:
See Schedule A, attached hereto and made a part hereof.

OPTIONAL

(Check if this article is to apply)

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

See Schedule A, attached hereto and made a part hereof.

SEVENTH:

OPTIONAL

(Check if this article is to apply. Then fill in reference number of Section 501(c)(?) in the first paragraph below.)

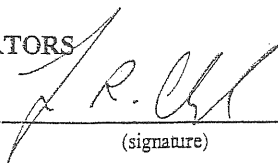
Upon the dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed exclusively to one or more organizations organized and operated exclusively for such purposes as shall then qualify as a exempt organization or organizations under Section 501(c)(____) of the Internal Revenue Code of 1986, as amended, and as a charitable, religious, eleemosynary, benevolent or educational corporation within the meaning of Title 13-B, of the Maine Revised Statutes as amended.

No part of the net earnings of the Corporation shall inure to the benefit of any member, director, or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in carrying out one or more of its purposes), and no member, director, or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

EIGHTH:

Other provisions of these articles, if any, including provisions for the regulation of the internal affairs of the corporation, and distribution of assets on dissolution or final liquidation are set out in Exhibit ____ attached hereto and made a part hereof.

INCORPORATORS



(signature)

Lawrence R. Clough

(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

DATED January 15, 2001

Street 58 Stoneybrook Road

(residence address)

Cape Elizabeth, Maine 04107

(city, state and zip code)

Street _____

(residence address)

(city, state and zip code)

Street _____

(residence address)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator _____

By _____

(signature of officer)

Street _____

(principal business location)

(type or print name and capacity)

(city, state and zip code)

*Articles are to be executed as follows:

If a corporation is an incorporator (§401), the name of the corporation should be typed or printed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101

TEL. (207) 287-4195

ARTICLES OF INCORPORATION
MAYO STREET CONDOMINIUM

ARTICLE FIFTH:

The members shall consist of all the owners of units in the Mayo Street Condominium (the "Condominium") located at Mayo Street, Portland, Maine created in accordance with the Declaration to be recorded in the Cumberland County Registry of Deeds (the "Declaration"). The membership of each unit owner shall terminate upon the sale, transfer or other disposition of his ownership interest in the unit accomplished in accordance with the Declaration, whereupon membership shall automatically transfer to and be vested in the successor in ownership. A mortgage of a unit shall not operate to transfer membership until foreclosure of the mortgage.

Each unit shall have one (1) vote in the Association as specified in the Declaration.

The initial Executive Board shall consist of three (3) members. The initial members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Habitat For Humanity/Greater Portland, Inc., a Maine nonprofit corporation, having a principal place of business in Portland, Maine, its successors and assigns ("Declarant") without the need of obtaining resignations.

No later than sixty (60) days following the date of the initial conveyance of the three Units to be declared (the "Transition Date"), the size of the Executive Board shall be increased to Four (4) Directors, three (3) of whom shall be elected for one (1) year terms by the Unit owners, with each Unit Owner voting as a class for the election of one (1) Director for a one year term, and one (1) of whom shall be appointed by Declarant for a one year term. Each Unit may elect one alternative director to attend Board meetings and vote if the primary Director is unable to attend. The right of the Declarant to appoint one director shall survive the conveyance of all units and the expiration of the Declarant Control Period under the Maine Condominium Act.

ARTICLE SIXTH:

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 purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the

Condominium Premises as defined in the Declaration, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges.

Artinc_MayoSt
1/15/01 12:39 PM

TO: Alex Jaegerman, Chief Planner
Sarah Hopkins, Development Review Services Manager
Mike Nugent, Inspections
Gayle Guertin, Inspections
Code Enforcement Officers

FROM: Jay Reynolds, Development Review Coordinator *J.R.*

DATE: January 24, 2001

RE: C. of O. inspection for # 13-15 Mayo Street *022-J-012*

After visiting the Habitat for Humanity site at 13-15 Mayo Street, I found the following issues remain:

1. Driveway and parking area has not been constructed. No asphalt, curbing, or gravel is in place at present.
2. No Landscaping in place.
3. No grass catch.

It has come to my attention that Item #1 does not meet the requirements for temporary certificates of occupancy (under Section 14-525 (k)(1) of the City of Portland Code of Ordinances). Thus, at this time, **I recommend not issuing a temporary Certificate of Occupancy.**

The ordinance does state that "Alternative arrangements must be made on-site for parking for any periods during which such parking areas will not be available for use".

Once this criteria is met, I would then recommend a temporary certificate of occupancy.

Please contact me if you have any questions or comments.
Thank You.

File: O:\drc\13mayo2.doc

TO: Bill Needleman, Planner
FROM: Jay Reynolds, Development Review Coordinator *J.R.*
DATE: January 22, 2001
RE: 13-15 Mayo Street: Habitat for Humanity

After visiting the site, and after reviewing the cost estimate breakdown, I recommend the partial release of \$25,795.00 from the letter of credit. This would leave \$17,296.72 from the original estimate (Reference: January 8th letter from David L. Snyder, Habitat for Humanity).

Please contact me if you have any questions or comments.

Thank You.

Cc: Sarah Hopkins

File: O:\drc\13mayo.doc

B

DRAFT

May 11, 2000

Mr. David Snyder, Executive Director
Habitat for Humanity of Greater Portland
PO box 10505
Portland, Maine 04104

re: Conditional Site Plan approval for foundation only.

0693
0613

Dear Mr. Snyder:

On May 10, 2000 the Portland Planning Authority granted conditional approval for building foot print foundation construction for a three unit residential development at 13-15 Mayo Street. The purpose of this conditional approval is to allow the applicant to proceed with the foundation work for this project. This approval is limited to the installation of building foundation only, as shown on the preliminary site plan submitted for Planning Board review dated 5/6/00. No other work, including installation of utilities, grading the site, or paving may proceed without Planning Authority approval. The applicant needs to fulfill all requirements of the Subdivision and Site Plan Ordinance of the City Land Use Code, and all conditions imposed by the Portland Planning Board at the May 9, 2000 Public Hearing, before the Planning Authority will issue final approval.

to proceed with construction.

The approval is based on the submitted preliminary site plan. If you need to make any modifications to the approved foundation plan, you must submit a revised site plan for staff review and approval.

before commencing foundation work.

Please note the following provisions and requirements for this conditional approval:

1. Prior to ~~construction~~ ^{commencing foundation work}, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the ~~construction~~ ^{critical} schedule and ~~critical~~ ^{other} aspects of the ~~site~~ ^{foundation} work. At that time, the site/building contractor shall provide three (3) copies of a detailed ~~construction~~ ^{foundation} schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the preconstruction meeting.
2. 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.)

DRAFT

If there are any questions, please contact the Planning Staff.

Sincerely,

Joseph E. Gray, Jr.
Director of Planning and Urban Development

cc: Alexander Jaegerman, Chief Planner
William B. Needelman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Mark Adelson, Housing and Neighborhood Services
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Susan Doughty, Assessor's Office
Approval Letter File

City of Portland Planning Department

389 Congress Street, 4th Floor
Portland, ME 04101
207-874-8721 or 207-874-8719
Fax: 207-756-8258

FAX TRANSMISSION COVER SHEET

Date: 5-22-00
To: Tony Lombardo
Company: _____
Fax #: 874-8816
From: Bill Needleman
RE: PG estimates for 15 Mayo St
Habitat.

Tony,
Please look @ the revised
Recording plat as well. I'm ready
to sign off on this. Thanks
Bill

YOU SHOULD RECEIVE 4 PAGE(S),
INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES,
PLEASE CALL 207-874-8721 OR 207-874-8719.

SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 5/16/00

Name of Project The Mayo Street Project

Address/Location 13-15 Mayo St. Portland, ME 04104

Developer HABITAT FOR Humanity of Greater Portland.

Form of Performance Guarantee _____

Type of Development Subdivision Site Plan (Major/Minor)

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
STREET, SIDEWALK						
Road	<u>136.50 yds</u>	<u>\$ 40-</u>	<u>5440-</u>	<u>340.50 yds</u>	<u>\$ 40-</u>	<u>13,600-</u>
Granite Curbing	<u>51 LF.</u>	<u>\$ 25-</u>	<u>1275-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Sidewalks	<u>34.50 yds</u>	<u>\$ 100-</u>	<u>3400-</u>	<u>252.50 LF.</u>	<u>\$ 7-</u>	<u>1,764-</u>
Esplanades	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Monuments	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Street Lighting	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SANITARY SEWER						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Piping	<u>44 L.F.</u>	<u>\$ 50-</u>	<u>2200-</u>	<u>90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
Connections	<u>2 New Sewer</u>	<u>\$ 99-</u>	<u>198-</u>	<u>Exc.</u>	<u>Exc.</u>	<u>Exc.</u>
Other	<u>2 New Water</u>	<u>\$ 25-</u>	<u>50-</u>	<u>90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
STORM DRAINAGE						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Catchbasins	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Piping	<u>12 LF.</u>	<u>\$ 100</u>	<u>1200-</u>	<u>314 LF.</u>	<u>\$ 3.00</u>	<u>942-</u>
Detention Basin	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SITE LIGHTING	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>6</u>	<u>\$ 75</u>	<u>450-</u>
EROSION CONTROL SILT FENCE	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>130 LF.</u>	<u>\$ 20 x 2</u>	<u>\$ 40 -</u>
RECREATION AND OPEN SPACE AMENITIES	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>4000 SQF Open Space</u>	<u>.50 Seed/Loam</u>	<u>2000-</u>

Property Line

	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
LANDSCAPING (Attach breakdown of plant materials, quantities, and unit costs)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>See Attached</u>	<u>Attached</u>	<u>1,932.72</u>
MISCELLANEOUS	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL:						
LAND TOTAL:			<u>\$ 13,763</u>			<u>\$ 29,328.72</u>
			<u>\$ 43,091.72</u>			

ACTION FEE (to be filled out by City)

	PUBLIC	PRIVATE	TOTAL
7% of totals:	_____	_____	_____
Iterative Assessment:	_____	_____	_____
and by:	(name) _____	(name) _____	_____

Peoples Heritage Bank

One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

1-800-462-3666
Tel: 207-761-8500
Internet: www.peoplesheritage.com

May 4, 2000



Mr. Joseph Gray, Director
City of Portland Planning Department
389 Congress Street
Portland, ME 04101

Dear Joe:

I am writing to inform you that I met with David Snyder, Executive Director for Habitat For Humanity with regard to Habitat's project on Mayo Street, Portland, ME. David informed me that the City of Portland will require either a cash escrow account or a letter of credit posted to cover the items considered public improvements.

The bank is working with Habitat to provide either the escrow account or letter of credit for the project. Once the project has received all approvals and the amount of the guarantee is determined, the bank will be in a position to finalize its transaction with Habitat and provide the required guaranties.

Please do not hesitate to call me should you have any questions or concerns.

Sincerely,

Richard A. Blake
Senior Vice President

cc: David Snyder

mnoore\tempor\habitat

Peoples Heritage Bank

One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

1-800-462-3666
Tel: 207-761-8500
Internet: www.peoplesheritage.com



Site Plan/Subdivisions
Performance Guarantee
Letter of Credit
Account # 64816-806

Date: May 26, 2000

Joseph E. Gray, Jr., Director
Planning and Urban Development
389 Congress Street
City of Portland
Portland, Maine 04101

RE: Habitat for Humanity / Greater Portland, Inc., The Mayo Street Project,
13-15 Mayo Street, Portland, ME

Dear Mr. Gray:

Peoples Heritage Bank hereby issues its Irrevocable Letter of Credit for the account of **HABITAT FOR HUMANITY / GREATER PORTLAND, INC.** as developer, hereinafter referred to as the Developer, in the name of the City of Portland in the aggregate amount of **(\$43,091.72)**.

The City, through its Director of Planning and Urban Development, may draw on this Letter of Credit by presentation of a sight draft and the original Letter of Credit and all amendments thereto, at Peoples Heritage Bank offices located at One Portland Square, Portland, Maine, stating that:

- (1) the Developer has failed to complete by **May 26, 2001**, or by the expiration date of any temporary certificate of occupancy issued, whichever date comes first, at the Developer's expense, the work on the roads and other public improvements as set forth in a certain Schedule of Costs of Public Improvements dated **May 16, 2000**; or
- (2) the Developer has failed to post the ten percent (10%) Defect Bond or Guarantee required by the Portland City Code sections 14-501 and 14-525; or

- (3) the Developer has failed to notify the City for inspections.

In the event of Peoples Heritage Bank's dishonor of the City of Portland's sight draft, Peoples Heritage Bank shall inform the City of Portland in writing of the reason or reasons therefor within three (3) working days of the dishonor.

After all underground work in the public right of way has been completed and inspected to the satisfaction of the Department of Public Works, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban Development or the City of Portland Director of Finance as provided in section 14-501 of the Portland City Code may authorize Peoples Heritage Bank, by written certification, to reduce the available amount of this letter of credit by a specified amount.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for period(s) of one year each from the current expiration date hereof, or any future expiration date, unless at least sixty (60) days prior to any expiration date, Peoples Heritage Bank notifies the Director of Planning and Urban Development by registered mail at the above listed address that Peoples Heritage Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by the original Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development reading as follows:

This drawing results from notification that Peoples Heritage Bank has elected not to renew its Letter of Credit No. 64816-806; or

This drawing results from the Developer's failure to timely complete to the satisfaction of the City the public improvements set forth in a certain Schedule of Costs of Public Improvements dated May 16, 2000; or

This drawing results from the Developer's failure to post a ten percent (10%) Defect Guarantee or Bond as provided in § 14-501 of the Portland City Code; or

This drawing results from the Developer's failure to notify the City for inspections.

This Letter of Credit will automatically expire upon the earlier of:

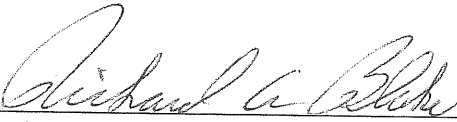
1. Peoples Heritage Bank's receipt of a written notification from the City of Portland that said work as outlined in a certain Schedule of Costs of Public Improvements dated May 16, 2000 between the Developer and the City of Portland has been completed in accordance with City of Portland specifications and Peoples Heritage Bank's Letter of Credit No. 64816-806 may be canceled; or

- 2. The expiration date of May 26, 2001 or any automatically extended date as specified herein.

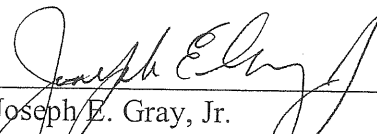
We engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored if presented at our offices at One Portland Square, Portland, Maine 04101 on or before May 26, 2001 or any automatically extended date as specified herein.

Very truly yours,

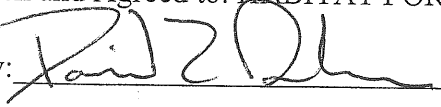
PEOPLES HERITAGE BANK

By: 
 Richard A. Blake
 Its: Duly Authorized Senior Vice President

The City of Portland has accepted the providing of alternative security for the Developer's obligations to be performed pursuant to Section 14-501 and/or Section 14-525 of the Portland City Code.

Dated: 5/30/2000 By: 
 Joseph E. Gray, Jr.
 Its Duly Authorized Director of Planning and Urban Development

Seen and Agreed to: HABITAT FOR HUMANITY / GREATER PORTLAND, INC.

By: 
 Date: 5-26-00

Reviewed pursuant to Section 14-501 and /or Section 1+525, Portland City Code

By: _____

Date: _____

Director of Finance

By: Penny Little

Date: 5/30/00

Corporation Counsel

Cityportland\perfloc

Mmoore\letterscr\Habitat-portperf

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 5/16/00

Name of Project The Mayo Street Project

Address/Location 13-15 MAYO ST. PORTLAND, ME 04104

Developer HABITAT FOR HUMANITY OF GREATER PORTLAND.

Form of Performance Guarantee _____

Type of Development: Subdivision Site Plan (Major/Minor)

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
STREET/SIDEWALK						
Road	<u>136 SQ Yds.</u>	<u>\$ 40-</u>	<u>5440-</u>	<u>340.50 yds</u>	<u>\$ 40-</u>	<u>13,600-</u>
Granite Curbing	<u>51 LF.</u>	<u>\$ 25-</u>	<u>1275-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Sidewalks	<u>34 SQ Yds.</u>	<u>\$ 100-</u>	<u>3400-</u>	<u>252 SQ Yds.</u>	<u>\$ 7-</u>	<u>1,764-</u>
Esplanades	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Monuments	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Street Lighting	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SANITARY SEWER						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Piping	<u>44 L.F.</u>	<u>\$ 50-</u>	<u>2200-</u>	<u>90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
Connections	<u>2 N/A</u>	<u>\$ 99-</u>	<u>198</u>	<u>Exc.</u>	<u>Exc.</u>	<u>Exc.</u>
Other	<u>2 N/A</u>	<u>\$ 25-</u>	<u>50</u>	<u>90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
STORM DRAINAGE						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Catchbasins	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Piping	<u>12 L.F.</u>	<u>\$ 100</u>	<u>1200-</u>	<u>314 L.F.</u>	<u>\$ 3.00</u>	<u>942-</u>
Detention Basin	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SITE LIGHTING						
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>6</u>	<u>\$ 75</u>	<u>450-</u>
EROSION CONTROL						
SILT FENCE	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>130 LF.</u>	<u>\$ 20 x 2</u>	<u>\$ 40 -</u>
RECREATION AND OPEN SPACE AMENITIES						
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>4000 SQ OPEN SPACE</u>	<u>.50 Seed/Lawn</u>	<u>2000-</u>

Quantity
Line

	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
LANDSCAPING (Attach breakdown of plant materials, notes, and unit costs)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>See ATTACHED</u>		<u>1,932.72</u>
MISCELLANEOUS	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL:						
GRAND TOTAL:			<u>\$ 13,763</u>			<u>\$ 29,328.72</u>
			<u>\$ 43,091.72</u>			

CONTRIBUTION FEE (to be filled out by City)

	PUBLIC	PRIVATE	TOTAL
7% of totals:	_____	_____	_____
Alternative Assessment:	_____	_____	_____
By:	(name) _____	(name) _____	_____



CITY OF PORTLAND

May 11, 2000

Mr. David Snyder, Executive Director
Habitat for Humanity of Greater Portland
PO box 10505
Portland, Maine 04104

re: Conditional Site Plan approval for foundation only.

Dear Mr. Snyder:

On May 10, 2000 the Portland Planning Authority granted conditional approval for building foot print foundation construction for a three unit residential development at 13-15 Mayo Street. The purpose of this conditional approval is to allow the applicant to proceed with the foundation work for this project. This approval is limited to the installation of building foundation only, as shown on the preliminary site plan submitted for Planning Board review dated 5/6/00. No other work, including installation of utilities, grading the site, or paving may proceed without Planning Authority approval. The applicant needs to fulfill all requirements of the Subdivision and Site Plan Ordinance of the City Land Use Code, and all conditions imposed by the Portland Planning Board at the May 9, 2000 Public Hearing, before the Planning Authority will issue final approval to proceed with construction.

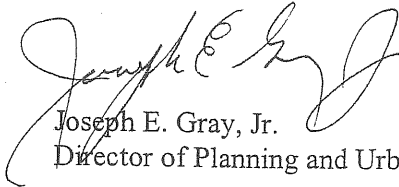
The approval is based on the submitted preliminary site plan. If you need to make any modifications to the approved foundation plan, you must submit a revised site plan for staff review and approval before commencing foundation work.

Please note the following provisions and requirements for this conditional approval:

- > Prior to commencing foundation work, a preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the installation schedule and other aspects of the foundation 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 preconstruction meeting.

If there are any questions, please contact the Planning Staff.

Sincerely,



Joseph E. Gray, Jr.
Director of Planning and Urban Development

cc: Alexander Jaegerman, Chief Planner
William B. Needelman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Mark Adelson, Housing and Neighborhood Services
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Jeff Tarling, City Arborist
Penny Littell, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Susan Doughty, Assessor's Office
Approval Letter File

Central Maine Power Co.
 162 Canco Road
 Portland, Maine
FAX NO: 791-8000

Fax

To: Steve Boulton From: Jim CMP

Fax: 791-7822 Pages: 2

Phone: _____ Date: 5/4/00

Re: _____ CC: _____

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

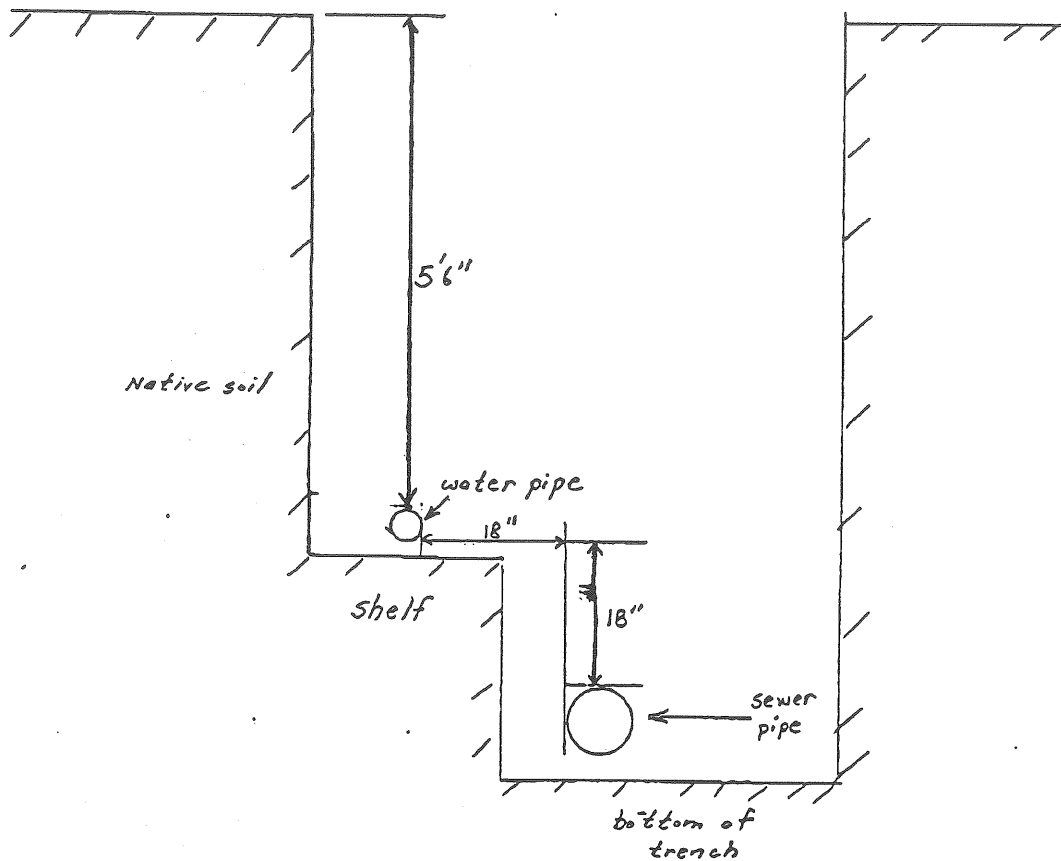
• Comments:

PORTLAND WATER DISTRICT

Date Reviewed:
Submitted by: JPA

STANDARD DETAIL

Typical Water Service Installation
in same trench with building sewer

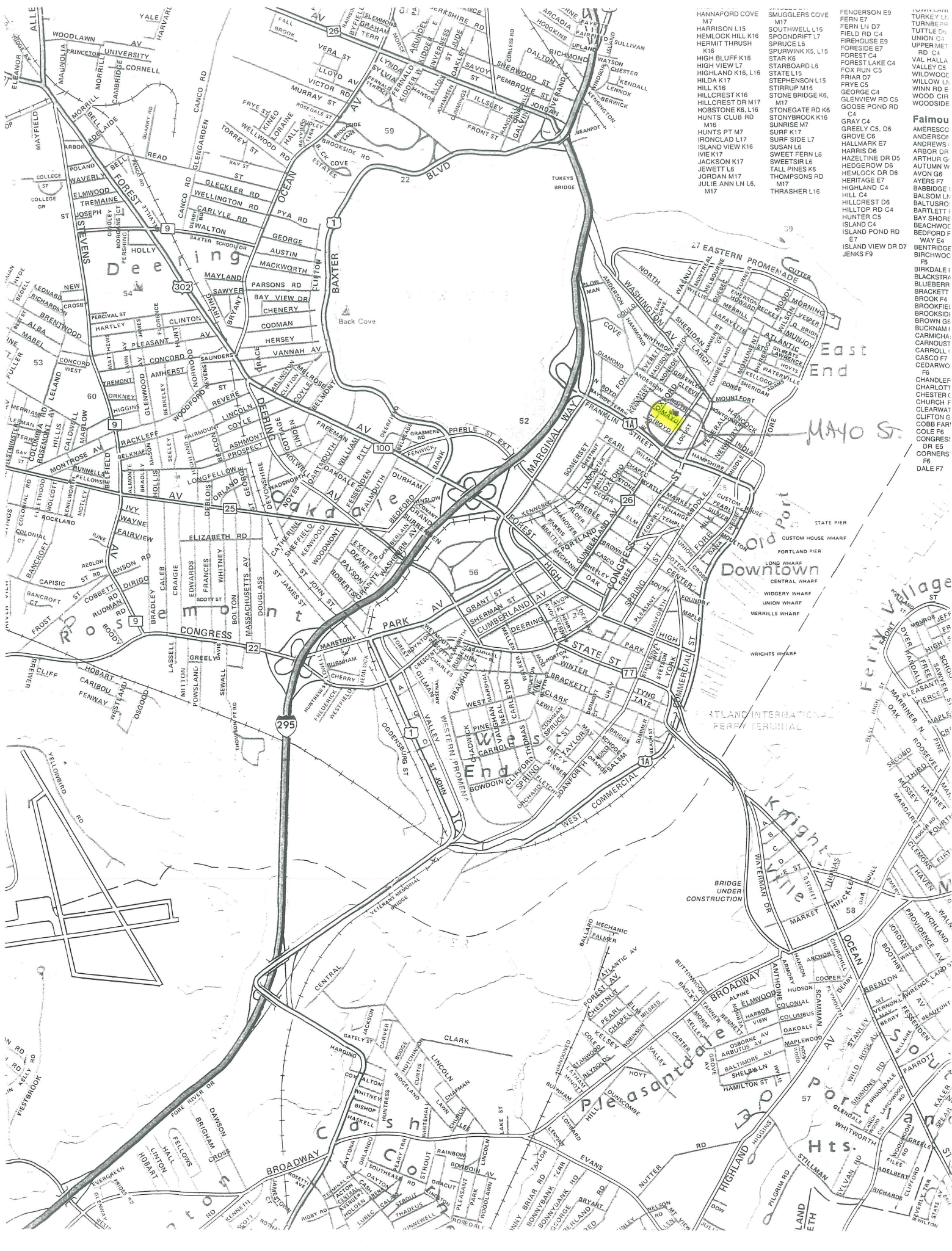


District specification requires an 18" min. vertical and horizontal separation, face to face, bottom to top. The sewer must be below the water line.

State plumbing code (Part I Sec. 11-11 H. 2. & 3.) requires a minimum of 12". P.W.D. is more restrictive.

I forgot to put this with
the packet.

Nancy



- HANNAFORD COVE M7
- HARRISON L15
- HEMLOCK HILL K16
- HERMIT THRUSH K16
- HIGH BLUFF K16
- HIGH VIEW L7
- HIGHLAND K16, L16
- HILDA K17
- HILL K16
- HILLCREST K16
- HILLCREST DR M17
- HOBSTONE K6, L16
- HUNTS CLUB R9
- HUNTS PT M7
- IRONCLAD L17
- ISLAND VIEW K16
- IWE K17
- JACKSON K17
- JEWETT L6
- JORDAN M17
- JULIE ANN LN L6, M17
- SOUTHWELL L15
- SPOONDRIFT L7
- SPRUCE L6
- SPURWINK K5, L15
- STAR K6
- STARBOARD L5
- STATE L15
- STEPHENSON L15
- STIRRUP M16
- STONE BRIDGE K6, M17
- STONEGATE RD K6
- STONYBROOK K16
- SUNRISE M7
- SURF KIT M17
- SURF SIDE L7
- SUSAN L6
- SWEET FERN L6
- SWEETSIRLS L6
- TALL PINES K6
- THOMPSONS RD M17
- THRASHER L16
- FENDERS E9
- FERN E7
- FERN L11 D7
- FIELD RD C4
- FIREHOUSE E9
- FORESIDE E7
- FOREST LAKE C4
- FOX RUN C5
- FRIAR D7
- FRYE C5
- GEORGE C4
- GLENVIEW DR C5
- GOOSE POND R4
- GRAY C4
- GREELY C5, D6
- GROVE C6
- HALLMARK E7
- HARRIS D6
- HAZELTINE DR D5
- HEDGEWATER D6
- HEMLOCK DR D6
- HERITAGE E7
- HIGHLAND C4
- HILL C4
- HILLCREST D5
- HILLTOP RD C4
- HUNTER C5
- ISLAND C4
- ISLAND POND RD E7
- ISLAND VIEW DR D7
- JENKS F9

- Falmou
- AMERESCO
- ANDERSON
- ANDREWS
- ARBOR DR
- ARTHUR G
- ARTHUR G
- AUTUMN W
- AVON G6
- BALUSRO
- BARTLET
- BAY SHORE
- BEACHWOOD
- BEDFORD F
- WAY E4
- BENTRIDGE
- BIRCHWOOD
- BIRKDALE I
- BLACKSTR
- BLUEBERR
- BRACKETT
- BROOKFIELD
- BROOKSIDE
- BROWN GE
- BROWN G6
- CARMAH
- CARMICHA
- CARNOUST
- CARROLL C
- CASCO F7
- CEDARWO
- F6
- CHANDLER
- CLIFTON G
- CHESTER C
- CHURCH F
- CLEARWAT
- CLIFTON G
- COBB FAR
- COLE F6
- CONGRES
- F6
- CORNERS
- DALE F7

MAYO ST.

Downtown

ATLAND INTERNATIONAL FERRY TERMINAL

Knightville

Hts.

ection Services
nael J. Nugent
ager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

Congratulations!!!!!!

Site Review Pre-Application Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling or Commercial Structures and Additions Thereto

As an applicant for Site Review, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read ALL of the information and if you need any further assistance please call 874-8703 or 874-8693.

- ATTACH
- ① Site Plan ✓
 - ② Survey ✓
 - ③ Deeds ✓
 - ④ Pre Demo check List w/ Sewer Permit ✓
 - ⑤ Construction Schedule ✓
 - ⑥ WRITTEN STATEMENT ✓
 - ⑦ MAYO STREET PROJECT DESC. ✓
 - ⑧ 1999 FINANCIAL STATEMENT ✓

**Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the information below for Site Plan Review


NOTEIf 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.**

Applicant <u>HABITAT FOR HUMANITY OF GREATER PORTLAND</u>		Application Date <u>4/18/00</u>
Applicant's Mailing Address <u>P.O. Box 10505, Portland ME 04104</u>		Project Name/Description <u>MAYO ST. / 3 SF Homes</u>
Consultant/Agent <u>N/A</u>	Address Of Proposed Site <u>13-15 MAYO ST. PORTLAND, ME 04104</u>	
Applicant/Agent Daytime telephone and FAX	Assessor's Reference, Chart#, Block, Lot#	
Proposed Development (Check all that apply) <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail		
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Other(Specify) _____		
<u>3300 % 3</u>	<u>7/8 ACRES</u>	<u>R6</u>
Proposed Building Square Footage and /or # of Units	Acreage of Site	Zoning

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
 - 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist. 2 Extra Site Plans
- (Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record 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 an approval for the proposed project or use 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 approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: 	Date: <u>April 19, 2000</u>
---	-----------------------------

Site Review Fee: Major \$500.00 Minor 400.00

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

Housing & Neighborhood Services Division
Mark B. Adelson
Director



Dept. of Planning and Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

To Applicants for Development in Portland:

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances:

The **Application Fee** covers general planning and administrative processing costs, and is paid at the time of application for review.

Upon receipt of an application for development, an **Engineering Review Fee** will be assessed. This fee is assessed by the Planning Office engineer 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 substantial progress in the review of development can take place. The Planning Office will mail an invoice for this fee, usually within a week of receipt of an application for review.

A **Performance Guarantee** letter of credit or escrow account 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 civil engineering. The Planning Office will provide a work sheet for figuring the amount of the performance guarantee, as well as model language for the guarantee instrument.

An **Engineering Inspection Fee** must also be submitted to cover inspections to insure sites are developed in accordance with the approved plan and adhere to required erosion and sedimentation controls. The inspection fee is 1.7% of the performance guarantee amount, or as assessed by the planning or public works engineer. Minimum inspection fees are \$100 for single and two family homes, and \$300 for all other development, unless no site improvements are proposed. At least four site visits are typical, at the outset of construction when the site is "opened", before pouring foundation, at time of paving, and at completion prior to issuance of a Certificate of Occupancy. Public Works inspects streets and utilities, 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.) No building permit will be issued until the performance guarantee and inspection fee are received.

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, including a full winter season, elapses. Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices.

These costs are a necessary part of the City of Portland land development review program. We strive to make the review process as fair, efficient, and economical as possible for all concerned. Please contact me or the planner assigned to your project for further information and guidance about how to navigate smoothly through this process. We are always interested in feedback as to the quality and responsiveness of the development review services we provide.

Alexander Jaegerman, AICP
Chief Planner

Portland Planning Office
Development Review and Rezoning Fee Schedule
Effective June 1998

APPLICATION FEES:

- Major Development Application (More than 10,000 sq. ft.)
(Parking area - 50 spaces or more) \$500.00
- Minor Development Application (Less than 10,000 sq. ft.) \$400.00
- Minor-Minor Site Plan Application \$200.00
- Subdivision Application \$25.00/lot
- PRUD Application \$500.00 + \$25.00/lot

ENGINEERING FEES:

- Engineering Review Fee Assessed by Engineer
- Engineering Inspection Fee 1.7% of Performance Guarantee or as assessed by Planning or Public Works Engineer, but minimum of \$300.00
- Single Family Engineering Inspection Fee \$100.00

PERMIT FEES:

- Building Permit Fee (Based on cost of work - estimated cost of labor and materials) \$25.00 for the first \$1,000.00
(\$5.00 per additional \$1,000.00)

	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 & Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)

- Legal Advertisements (one for workshop and one for public hearing) percent of total bill
- Notices (one for workshop and one for public hearing) 40 cents each
- Text Amendments \$300.00

- g. Location and dimensions of on-site pedestrian and vehicular accesses, parking areas, loading and unloading facilities, designs of ingress and egress of vehicles to and from the site onto public streets, and curb and sidewalk lines;
- h. Landscape plan showing location, type, quantity and approximate size of plantings, areas of existing vegetation to be preserved, preservation measures to be employed, and details of planting and preservation specifications;
- i. Location and dimensions of all fencing and screening;
- j. Location and intensity of outdoor lighting system;
- k. Location of fire hydrants, existing and proposed;
- l. If a site falls within or in proximity to an area shown on the United States Department of the Interior National Wetlands Inventory or within or in proximity to an area indicating hydric soils as shown on the Soil Conservation Service Soil Survey of Cumberland County or shows other evidence of the existence of wetlands as defined by the Natural Resources Protection Act and based on the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, a copy of which is on file in the department of planning and urban development, a delineation of wetlands boundaries prepared by a qualified professional shall be included on the plan or a written statement from a qualified professional that no wetlands exist on the site shall be submitted with the site plan. Development activities requiring written permits from federal or state agencies shall be submitted to the building authority prior to construction;
- m. Location of test pits and test borings;
- n. Location and details of all temporary and permanent erosion and sedimentation control measures.

(3) In the case of a change of use of an existing building, the planning authority or the board may waive required submissions as to the exterior of the building or to the lot if there are no exterior or outside changes proposed or required.

(c) *Written statements.* All site plans shall be accompanied by a written statement by the applicant that shall set forth the names and addresses of all owners of the parcels proposed to be developed and the estimated cost of the development. The applicant shall also provide written statements containing the following:

- (1) A description of the proposed uses to be located on the site, including quantity and type of residential units, if any; *3 Single Family Dwellings*
- (2) The total land area of the site and the total floor area and ground coverage of each proposed building and structure; *See plans.*
- (3) General summary of existing and proposed easements or other burdens now existing or to be placed on the property; *See Deed.*
- (4) The types and estimated quantities of solid waste to be generated by the development; *TYPICAL FOR 3 Single Family Homes.*
- (5) Evidence of the availability of off-site facilities including sewer, water and streets; *Ref: PRE Deed Plan - See plans.*

- (6) A narrative describing the existing surface drainage on the site and a stormwater management plan indicating measures which will be taken to control surface water runoff; *Seeding to provide for erosion control*
- (7) A construction plan outlining the anticipated sequence of construction of the major aspects of the proposed project, including without limitation roads, retention basins, sewer lines, seeding and other erosion control measures, and pollution abatement measures, and also setting forth the approximate dates for commencement and completion of the project; *schedule plans*
- (8) A list of all state and federal regulatory approvals to which the development may be subject, the status of any pending applications, and the anticipated time frame for obtaining such permits or that a determination of no jurisdiction from the agency will be requested; *Permit Demo List*
- (9) Evidence of financial and technical capacity to undertake and complete the development including, but not limited to, a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved, if requested to do so; *N/A why*
- (10) Evidence of the applicant's title, right, or interest in the property, including without limitation deeds, leases, purchase options or any other documentation;
- (11) A narrative describing any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site and a description of the methods that will be used to protect such areas or sites. *N/A*

(d) *Approval or disapproval.* Within ninety (90) days after receipt of a complete final site plan or applicable component plans and accompanying statements for minor development, except a two-family dwelling which is not subject to the provisions of section 14-117(1)a, the planning authority shall approve or disapprove the plan and shall advise the building authority and applicant in writing of its action. The planning authority shall approve or disapprove a plan for a two-family dwelling which is not subject to the provisions of section 14-117(1)a within thirty (30) days of receipt of a complete final site plan or applicable component plans and accompanying statements for minor development. Appeal from a disapproval of or any condition imposed upon such a two-family dwelling by the planning authority shall be taken to the planning board within thirty (30) days of the decision. When a site plan requires approval by the planning board, a public hearing shall be scheduled within ninety (90) days after receipt of a complete site plan, unless such time period is extended in writing by the applicant and the authority. The planning board shall notify the applicant in writing of its approval or disapproval of the project within thirty (30) days after the board's final vote to approve or disapprove the project.

(e) *Approved plan prerequisite to issuance of permits.* No building permit, certificate of occupancy or street opening permit shall be issued until a final site plan, or applicable components thereof, has been approved under this article and a copy of the approved site plan is filed in the office of the building authority and such permit is determined to be consistent with

**CITY OF PORTLAND, MAINE
SITE PLAN CHECKLIST**

Project Name, Address of Project Mayo ST. 13-15 Mayo St Portland, ME 04104

I.d. Number _____

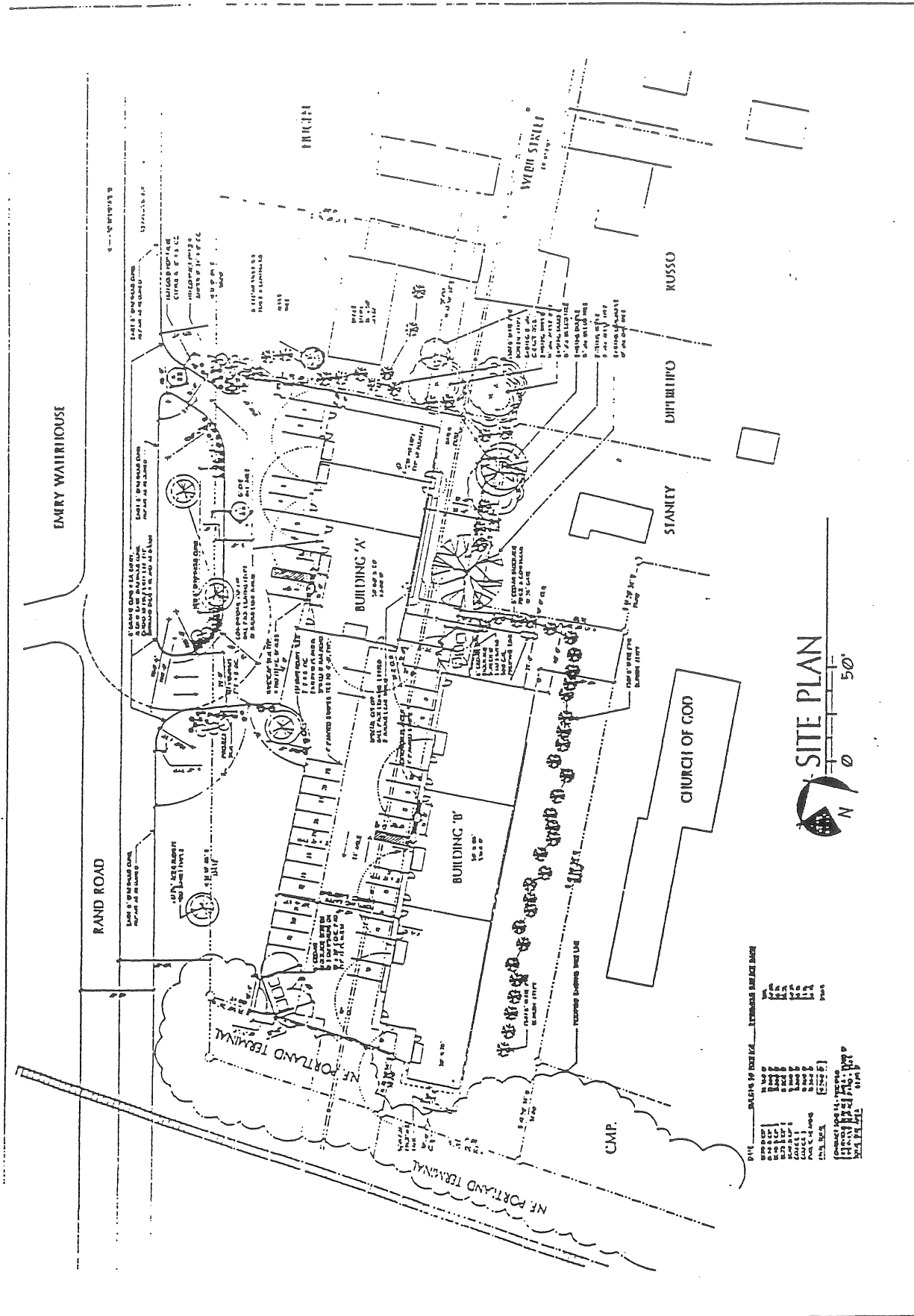
Submitted () & Date	Item	Required Information	Section 14-525 (b,c)
✓ 4/19/00	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:	1
✓ 4/19/00	(2)	Name and address of applicant and name of proposed development	a
✓ 4/19/00	(3)	Scale and north points	b
✓ 4/19/00	(4)	Boundaries of the site	c
✓ 4/19/00	(5)	Total land area of site	d
✓ 4/19/00	(6)	Topography - existing and proposed (2 feet intervals or less)	e
✓ 4/19/00	(7)	Plans based on the boundary survey including:	2
	(8)	Existing soil conditions	a
N/A	(9)	Location of water courses, marshes, rock outcroppings and wooded areas	b
✓ 4/19/00	(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	c
✓ 4/19/00	(11)	Approximate location of buildings or other structures on parcels abutting the site	d
N/A	(12)	Location of on-site waste receptacles	e
✓ 4/19/00	(13)	Public utilities	e
✓ 4/19/00	(14)	Water and sewer mains	e
N/A	(15)	Culverts, drains, existing and proposed, showing size and directions of flows	e
✓ 4/19/00	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed	f
✓ 4/19/00	(17)	Location and dimensions of on-site pedestrian and vehicular accessways	g
✓ 4/19/00	(18)	Parking areas	g
N/A	(19)	Loading facilities	g
✓ 4/19/00	(20)	Design of ingress and egress of vehicles to and from the site onto public streets	g
✓ 4/19/00	(21)	Curb and sidewalks	g
✓ 4/19/00	(22)	Landscape plan showing:	h
✓ 4/19/00	(23)	Location of existing proposed vegetation	h
✓ 4/19/00	(24)	Type of vegetation	h
✓ 4/19/00	(25)	Quantity of plantings	h
✓ 4/19/00	(26)	Size of proposed landscaping	h
✓ 4/19/00	(27)	Existing areas to be preserved	h
N/A	(28)	Preservation measures to be employed	h
N/A	(29)	Details of planting and preservation specifications	h
N/A	(30)	Location and dimensions of all fencing and screening	i
✓ 4/19/00	(31)	Location and intensity of outdoor lighting system	j
✓ 4/19/00	(32)	Location of fire hydrants, existing and proposed	k
✓ 4/19/00	(33)	Written statement	c
✓ 4/19/00	(34)	Description of proposed uses to be located on site	l
✓ 4/19/00	(35)	Quantity and type of residential, if any	l
✓ 4/19/00	(36)	Total land area of the site	b2
✓ 4/19/00	(37)	Total floor area and ground coverage of each proposed building and structure	b2
✓ 4/19/00	(38)	General summary of existing and proposed easements or other burdens	c3
✓ 4/19/00	(39)	Method of handling solid waste disposal	4

<u>✓ 4/19/00</u>	(40)	Applicant's evaluation of availability of off-site public facilities, including sewer, water and streets	5
<u>✓ 4/19/00 NONE</u>	(41)	Description of any problems of drainage or topography, or a representation that there are none	6
<u>✓ 4/19/00 Schedule</u>	(42)	An estimate of the time period required for completion of the development	7
<u>✓ 4/19/00 Preliminary</u>	(43)	A list of all state and federal regulatory approvals to which the development may be subject	8
<u>✓ 4/19/00 Demo</u>	(44)	The status of any pending applications	8
<u>✓ 4/19/00 5-10 WORK DAYS</u>	(45)	Anticipated timeframe for obtaining such permits	h8
<u>N/A</u>	(46)	A letter of non jurisdiction	h8
<u>N/A</u>	(47)	Evidence of financial and technical capability to undertake and complete the development including a letter from a responsible financial institution stating that is has reviewed the planned development and would seriously consider financing it when approved.	

Note: Depending on the size and scope of the proposed development, the Planning Board or Planning Authority may request additional information, including (but not limited to):

- | | |
|--|--|
| - drainage patterns and facilities; | - an environmental impact study; |
| - erosion and sedimentation controls to be used during construction; | - a sun shadow study; |
| - a parking and/or traffic study; | - a study of particulates and any other noxious emissions; and |
| - a noise study; | - a wind impact analysis. |

Other comments:



SITE PLAN

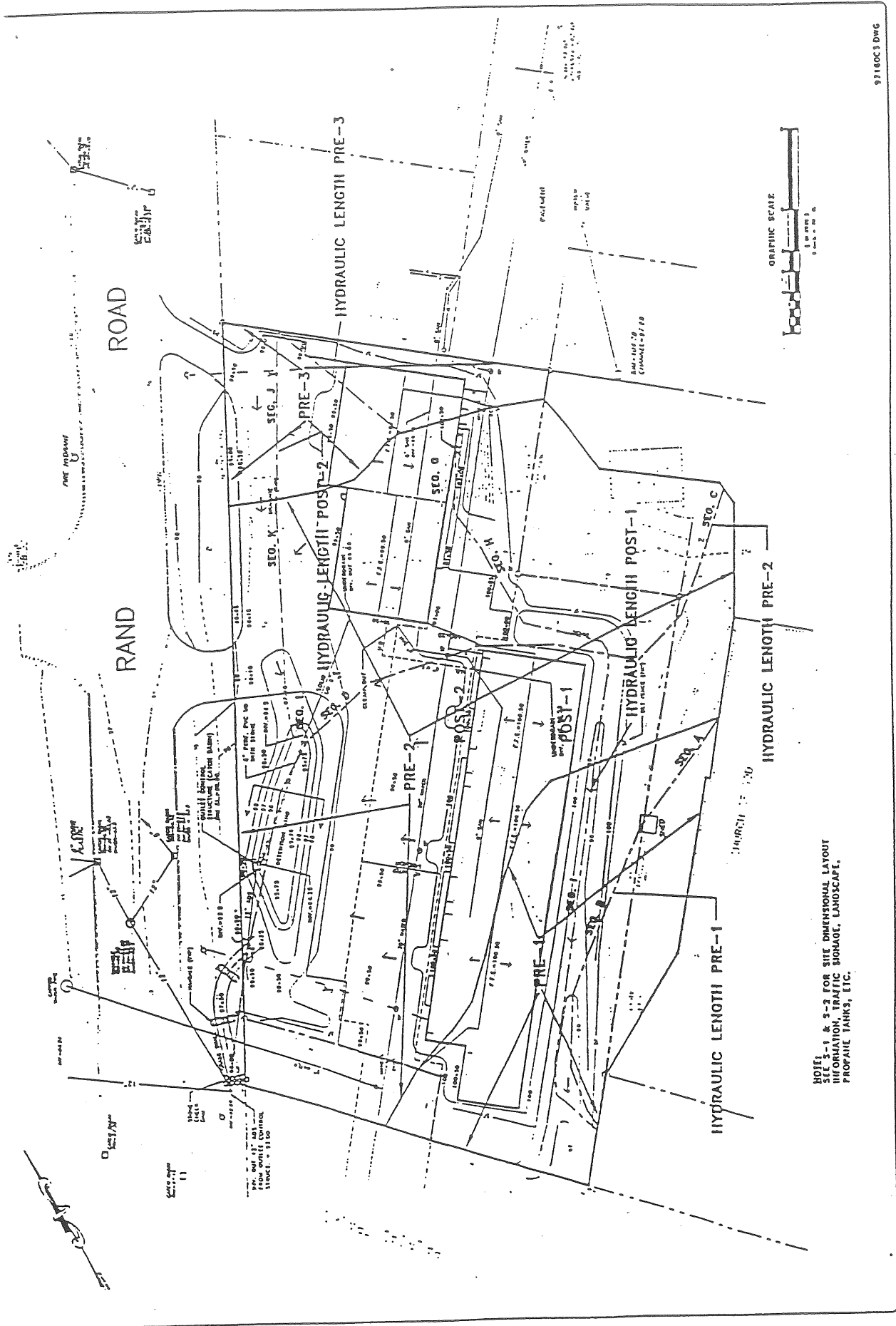


50'

DATE: 10/10/12

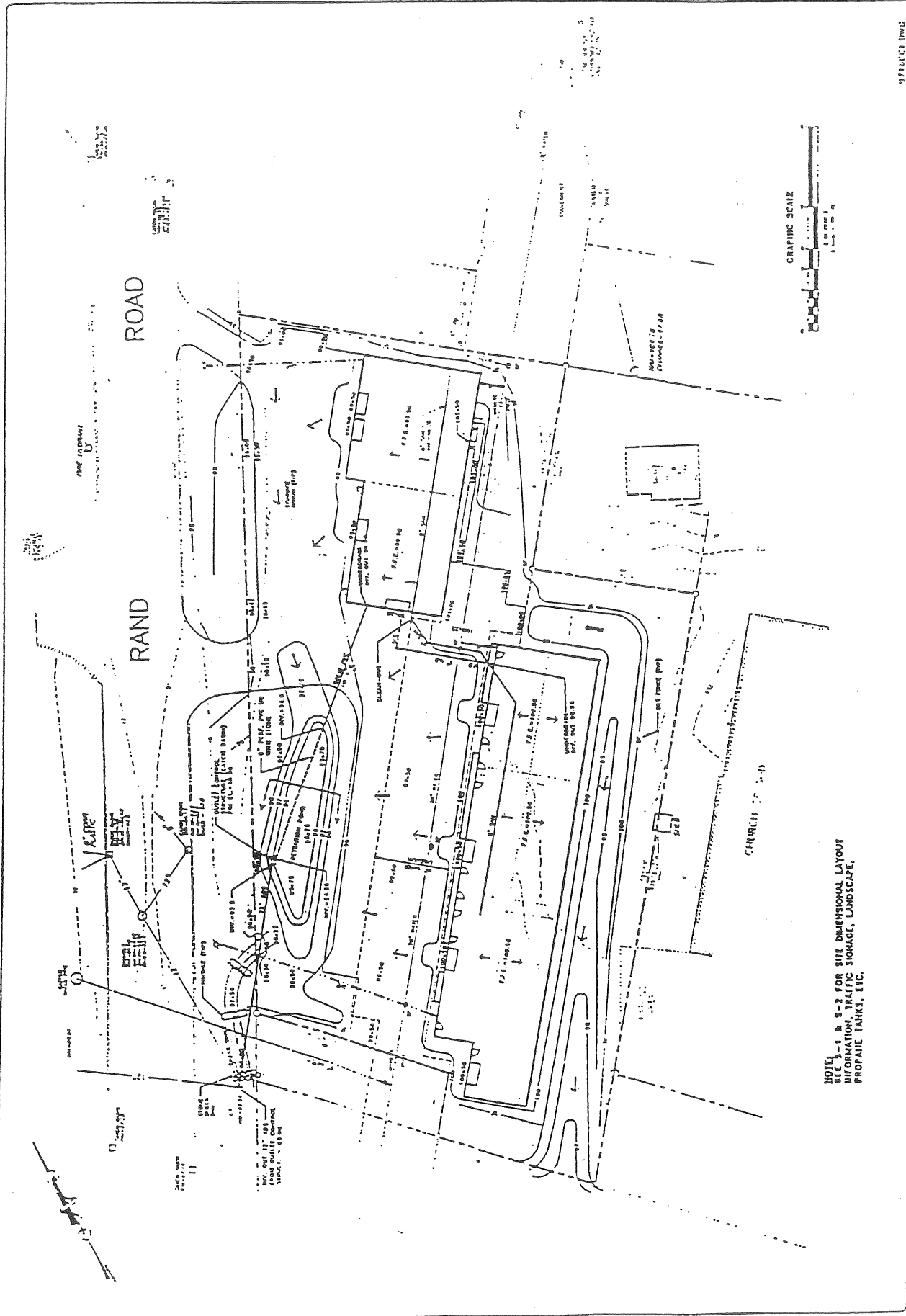
NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/10/12
2	REVISED	10/10/12
3	REVISED	10/10/12
4	REVISED	10/10/12
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6	REVISED	10/10/12
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47	REVISED	10/10/12
48	REVISED	10/10/12
49	REVISED	10/10/12
50	REVISED	10/10/12

Sample Site Review Technical Submissions



9716001.DWG

Sample Site Review Technical Submissions



HOI[...]
 SITE 1 & 2 FOR SITE DIMENSIONAL LAYOUT
 INFORMATION, TRAFFIC SIGNAGE, LANDSCAPE,
 PROPANE TANKS, ETC.

Sample Site Review Technical Submissions

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: 4/14/90

PERMISSION IS HEREBY GIVEN TO Leavitt Earthworks Co., Inc., Standish

TO OPEN 13-15 May 90 Street/Avenue

FOR THE PURPOSE OF New sewer, storm and water line connects and new driveway SAID WORK SHALL BE PROPERLY DONE ACCORDING TO The Excavation Ordinance, Chapter 25 of the Municipal Code, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES." and abide by all provisions of Chapter 6, Plumbing Code and Chapter 24, Sewer Use Ordinance, of the Municipal Codes of the City of Portland, Maine.

THE WORK IS BEING DONE BY:

CONTRACTOR: Leavitt Earthworks Co., NAME, Standish ADDRESS

PLUMBER: NAME ADDRESS

THE PROPERTY OWNER IS NAME ADDRESS

STREET EXCAVATION PERMIT \$99.00
SEWER CONNECTION PERMIT \$25.00 *
COMBINATION PERMIT \$124.00

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

KIND OF PAVEMENTS:

STREETS

SIDEWALKS

STREET MEASURED:

SQ. YDS. @ \$

SQ. YDS. @ \$

SIDEWALK MEASURED:

SQ. YDS. @ \$

SQ. YDS. @ \$

OTHER CHARGES:

\$

TOTAL AMOUNT TO BE PAID \$

*CHARGE INCLUDES INSPECTION AND CONNECTION FEE

CITY OF PORTLAND, MAINE

April 18, 2000

11:33 AM

PUBLIC WORKS - STREET OPENING

SUMMARY OF CHARGES FOR PERMIT # P4408

Dig Safe Number: 20001702595

Date Work to Begin: April 27, 2000

Purpose of Opening: New sewer, storm and water line connects and new driveway entrance

Location of Opening: 13 to 15 Mayo St

Permit Holder:

Leavitt Earthworks Co., Inc.

Standish

Excavator:

Leavitt Earthworks Co., Inc.

P.O. Box 703
Standish, ME 04084

Qty	Description	Rate	per Unit	Charge	Paid	Due	Account #
44.444	Restoration chg	\$40.00	Sq Yd	\$1,777.76	\$1,777.76	\$0.00	S0274
1.000	Combo permit	\$124.00	Each	\$124.00	\$124.00	\$0.00	S027C

Totals:

<u>\$1,901.76</u>	<u>\$1,901.76</u>	<u>\$0.00</u>
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*PAID \$1,901.76
Permit # 1998
C. Merritt*

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: 4/16/19

PERMISSION IS HEREBY GIVEN TO Leavitt Earthworks Co., Inc., Standish

TO OPEN 15 - 15 Mays St Street/Avenue

FOR THE PURPOSE OF New sewer storm and water connect - see permit # P4408, SAID WORK SHALL BE PROPERLY DONE ACCORDING TO The Excavation Ordinance, Chapter 25 of the Municipal Code, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES." and abide by all provisions of Chapter 6, Plumbing Code and Chapter 24, Sewer Use Ordinance, of the Municipal Codes of the City of Portland, Maine.

THE WORK IS BEING DONE BY:

CONTRACTOR: Leavitt Earthworks Co., INAME, Standish ADDRESS

PLUMBER: NAME ADDRESS

THE PROPERTY OWNER IS NAME ADDRESS

STREET EXCAVATION PERMIT	XXXXXXX
SEWER CONNECTION PERMIT	\$99.00
COMBINATION PERMIT	\$25.00
	\$124.00

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

KIND OF PAVEMENTS: STREETS SIDEWALKS

STREET MEASURED: SQ. YDS. @ \$

SIDEWALK MEASURED: SQ. YDS. @ \$

OTHER CHARGES: \$

TOTAL AMOUNT TO BE PAID \$

CHARGE INCLUDES INSPECTION AND CONNECTION FEE

CITY OF PORTLAND, MAINE

April 18, 2000

11:38 AM

PUBLIC WORKS - STREET OPENING

SUMMARY OF CHARGES FOR PERMIT # P4409

Dig Safe Number: 20001702595

Date Work to Begin: April 27, 2000

Purpose of Opening: New sewer, storm and water connect - see permit # P4408

Location of Opening: 13 to 15 Mayo St

Permit Holder:

Leavitt Earthworks Co., Inc.

Standish

Excavator:

Leavitt Earthworks Co., Inc.

P.O. Box 703
Standish, ME 04084

Qty	Description	Rate	per	Unit	Charge	Paid	Due	Account #
2.000	Sewer permit	\$25.00		Each	\$50.00	\$50.00	\$0.00	S0272

Totals:

\$50.00	\$50.00	\$0.00
---------	---------	--------

*Pd. \$50.00
5/4/98
C. Merritt*

PLANNING BOARD REPORT #15-00

**THREE UNIT RESIDENTIAL DEVELOPMENT
VICINITY OF 15 MAYO STREET
SITE PLAN AND SUBDIVISION REVIEW
HABITAT FOR HUMANITY, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine

May 9, 2000

I. INTRODUCTION

Habitat for Humanity is proposing a three-unit condominium development in the vicinity of 15 Mayo Street on Munjoy Hill. The development, which is to be held under condominium ownership, consists of two buildings: one two unit townhouse duplex along Mayo Street and one single family building oriented to the interior of the site. An abandoned fire damaged three unit building has recently been removed from the site. The site has a land area of +/-9460 sq. ft. and is zoned R-6 Residential. Six (6) on-site parking spaces are proposed. The development will be reviewed for conformance with the standards of the site plan and subdivision ordinances.

The applicant asks for Public Hearing without workshop due to severe time constraints. The applicant has scheduled a large number of volunteer workers to come to work on the project with the understanding that the project would not require subdivision review, based on the fact that the site has historically accommodated three housing units. Due to the fact that this application proposes totally new structures and will not replace the existing units in kind and location, it has been determined that subdivision review by the Planning Board is required. Given that the applicant is facing an unusual time pressure, we have attempted to expedite our review procedures as much as possible. To this end we have requested the Planning Board to forgo the usual workshop and hear this item at public hearing. The chair agreed to schedule this item with the understanding that the applicant and staff will work aggressively to produce an approvable set of plans with a reasonable number of potential conditions of approval. While conditions of approval will be needed, the applicant requests no waivers from the Board and Planning Staff is currently working with the applicant to fulfill all site plan and subdivision requirements and standards.

II. SUMMARY OF FINDINGS

Zone:	R-6
Parcel Size:	9460 Square Feet (+/-)
Number of Units:	3 units
Adjacent Land Use:	Residential

III. PROPOSED DEVELOPMENT

Prior to this development, the site at 13-15 Mayo Street was occupied by a three story, three unit apartment building with two curb cuts onto Mayo Street. The original building was severely damaged by fire and has been recently demolished by the applicant.

The proposed development will utilize two buildings for the three units. The architecture of the project shows a vernacular two story side gable duplex facing Mayo Street and a similar detached single unit, set gable end to the street, behind the duplex in the interior of the site. The plans submitted show a connecting ell between the units, which will be deleted, according to the applicant.

Parking for the site will require one new curb cut on to Mayo Street with four spaces proposed for the northwesterly side of the property and two stacked spaces along the north easterly property line. Zoning in the R-6 requires 6 spaces for three unit development. The applicant is exploring a reconfiguration of parking and has presented 9 preliminary revision of the site plan. This plan was presented concurrent with the writing of this report, and has yet to receive staff review. See Attachment 7.

The applicant proposes a detached storage structure in the northeasterly corner of the site to serve the development. As sited, the storage is too close the sideline for setbacks, and Zoning requires that it be relocated or broken into detached structures of less than 100 sq ft each to serve the storage needs of the units. Staff recommends a condition of approval that the shed be eliminated, reconfigured, or relocated to satisfy zoning setbacks.

IV. STAFF REVIEW

The proposal is subject to compliance with the Subdivision and Site Plan Ordinance of the Land Use Code. As stated above, planning and engineering review for this project is ongoing, with many issues still under evaluation. The limited size of the development and the fact that the site was utilized for the same use at the same level of residential density simplifies the review, as City infrastructure and public utilities are all in place and available to the applicant. Planning, Development Review Coordinator, and Inspections have all begun working with the applicant to evaluate the site and the proposed development. Fortunately, the grading of the site provides good opportunity to access utilities and control stormwater without complicated engineering. Should the Board grant conditional approval, City staff has established a comfortable working relationship with the applicant and feels that the site presents no obvious impediments to redevelopment at this scale.

V. SUBDIVISION REVIEW

1. Water and Air Pollution

The development will not result in undue water or air pollution.

2/3. Water

The applicant is proposing to tie into the existing water line in Mayo Street.

4. Soil Erosion

The applicant has indicated to staff that a sedimentation and erosion control plan will be provided for with the proposed development.

5. Traffic

No increase in traffic over the prior use for the site is anticipated

6. Sanitary/Stormwater

Sanitary

The applicant is proposing to dispose of the sanitary waste from the project into the existing sanitary line in Mayo Street. Planning staff has asked the applicant to request a sanitary capacity letter from City Public Works.

Stormwater

The entire site drains in a northerly direction toward the abutting residential property.

The applicant's intention is to utilize the northerly parking area to catch stormwater and direct it to the street. Development Coordinator, Steve Bushy has indicated that curbing the downhill edge of the driveway is an effective and reasonable method to direct runoff. City Public Works will need to state their opinion as to whether the runoff will need to be piped directly into the separated street system, or if the applicant can send water into the street, utilizing downstream catchment at the curb line. Either solution, underground or onto the street will reduce the amount of stormwater running on to the abutting property significantly. The applicant will need to coordinate details of the drainage system with Public Works and Planning.

7. Solid Waste Disposal

The applicant is proposing curbside pick up.

8. Scenic Beauty

This development will not cause an undue adverse effect on the scenic or natural beauty of the area aesthetics, historic sites, significant wildlife habitat or rare and irreplaceable natural area.

9. Comprehensive Plan

This development meets the requirements of the City of Portland Comprehensive Plan.

10. Financial Capability

The applicant has provided detailed financial information with their submittal and is receiving significant City and private contributions for this project.

11. Groundwater

The development as proposed will not adversely affect the quality or quantity of groundwater.

12. Flood Hazard/Shoreline

The site is not located in the flood hazard or shoreland zones.

13. Condominium Documents

The applicant has not submitted condominium documents to staff at this time. A potential condition of approval is:

- that the applicant submit condominium documents to staff for review and approval by Corporation Counsel prior to issuance of a certificate of occupancy.

VI. SITE PLAN REVIEW

1/2. Traffic

The traffic comments have been consolidated in the subdivision review section.

3. Proposed Buildings

See the architectural description in the introduction. All units are to have wood trim with vinyl clapboard siding and are to have 1/1 double hung window units. The use of the double house has precedent in the neighborhood and the proposed design is compatible in scale and form with the existing development in this area of the City.

4. Sewer, Storm Drain and Water

The sewer, storm drain and water comments have been consolidated in the subdivision review section.

5. Landscaping/Existing Vegetation

The proposed northerly parking area may require the removal of an 18 inch diameter elm tree. The tree is in apparent health and Planning Staff has encouraged the applicant to try to save this feature. Three street trees and spare foundation plantings are proposed. Additional screening of the parking area is recommended and Planning staff has asked City Arborist, Jeff Tarling to evaluate the plan. A condition of approval is recommended.

6. Soils and Drainage

Soils and drainage have been consolidated in the subdivision review section.

7. Exterior Lighting

No lighting information has been provided. The applicant has verbally indicated that the only exterior lighting will be single porch lights at each unit.

8. Fire

The Fire Department has yet to review the proposed development.

9. City Infrastructure

The proposed development will not place any strain on the City infrastructure.

10. Multi-family Development

Site Plan standards require that Multi-family development must:

- a. Complement and enhance the nearest residential neighborhood;
- b. Respect the existing relationship of buildings to public streets;
- c. Integrate open space into the development site;
- d. Provide adequate windows; and,
- e. Screen parking and paved areas from neighboring development.

The Board will need to find whether the proposed development, as guided by the Board's conditions of approval, meets the above standards. Planning Staff has achieved a good working relationship with the applicant, and is prepared to work with them to ensure compliance with all Subdivision and Site Plan requirements and standards

VII. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and material submitted by the applicant and on the basis of information contained in Planning Report #15-00 relevant to the standards of Site Plan and Subdivision Review, the Planning Board finds:

- i. That the proposed development is/is not in conformance with the Subdivision Ordinance of the Land Use Code.

Potential Conditions of Approval:

- That the applicant supply condo documents and utility capacity letters for Planning and Corporation Counsel review and approval prior to issuance of a certificate of occupancy.
 - That the applicant provide a recordable subdivision plat for Planning Board signature.
- ii. That the proposed development is/is not in conformance with the Site Plan Ordinance of the Land Use Code.

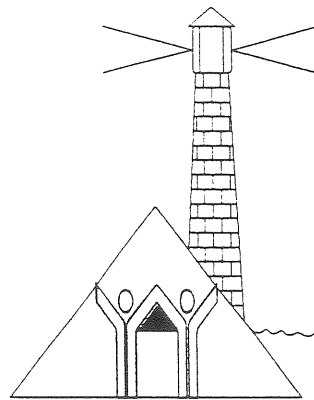
Potential Conditions of Approvals:

- That the applicant provide a revised landscape plan attempting to save the existing tree;
- That the applicant remove or move the storage structure to satisfy City zoning.
- That the applicant supply a revised grading and utility plan for Planning and Public Works staff review and approval.

Attachments:

1. Applicants Written Statements
2. Letter from Steve Bushey, Development Review Coordinator, with Applicant Response
3. Subject Deed
4. Letter of Utility Capacity
5. Letter of Financial Capacity
6. Letters of Technical and Financial Support
7. Revised Preliminary Site Plan
8. Site Sketch
9. Boundary Survey
10. Architectural Plans and Elevations

Habitat for Humanity of Greater Portland...



The Mayo Street Project

...Building HOPE in the
New Millennium!!

Habitat for Humanity of Greater Portland
#13-15 Mayo Street
Project Description

AH 1.2

About Habitat for Humanity of Greater Portland...

Habitat for Humanity of Greater Portland is a non-profit, Christian homebuilding ministry, which is an official affiliate of *Habitat for Humanity, International*. *Habitat for Humanity* is a Christian homebuilding organization committed to the elimination of substandard housing by building simple, decent and affordable homes in partnership with people in need. *Habitat for Humanity* is not a charity in the traditional sense of the word. *Habitat* works in partnership with people in need and provides an opportunity for low income families to realize the benefits and the blessings of home ownership. *Habitat* homeowners are required to log 500 hours of *sweat equity* which becomes the families downpayment on their *Habitat* house. At closing *Habitat for Humanity* provides a no interest 20 year mortgage, which makes home ownership a reality for families which would not qualify for a conventional home mortgage. Construction of a *Habitat* house is made possible through the generous financial and material donations from individual and corporate partners who share *Habitat's* vision of a community free from the darkness of substandard housing. The greater Portland affiliate has been building houses in partnership with people in need of shelter since 1985. By the end of 1999 the Portland affiliate will have constructed a total of 26 homes in the area. A copy of *Habitat for Humanity, International* brochure and a statement summarizing the history of the Greater Portland affiliate are attached.

Community Support for Habitat/Greater Portland...

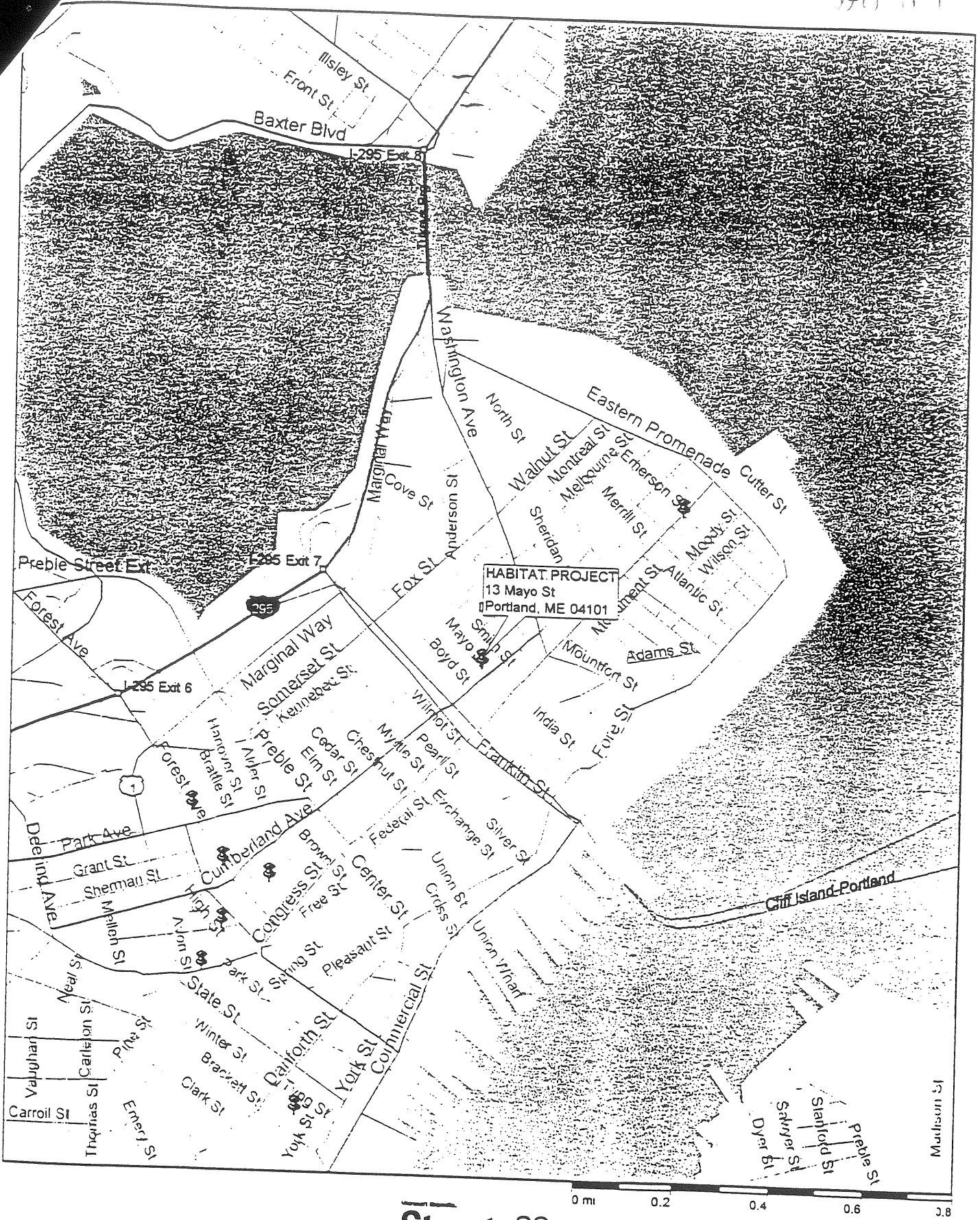
At the heart of the *Habitat* concept is a serious commitment to developing partnerships with churches, businesses, philanthropic organizations and individuals that share *Habitat's* vision of a world free of the scourge of substandard housing. This mission of the organization is ambitious...some would say audacious...the total elimination of substandard housing from the face of the planet. We recognize that the only way in which this goal will be achieved is by working together in a spirit of mutual respect and partnership with any individual or organization which shares our vision. Our greatest asset as a non-profit organization has been our faithful volunteers who provide the people power and the financial resources that enable us to accomplish our mission. Each year we engage hundreds of local and out of state volunteers at our various construction sites. Financial resources come from a variety of sources. Each year an annual giving campaign generates approximately \$35K and a series of *Eastertime Walks* raise in excess of \$45K. An aggressive program to develop a series of corporate sponsorships is currently under way. At the center of this program is an exciting new partnership with *Hancock Lumber Company* which was negotiated in early 1999. *Hancock Lumber* will be providing all the building materials for one *Habitat* house each year and will provide our organization with an opportunity to purchase construction materials at *Hancock's* cost plus ten percent. It is estimated that the *Hancock* donation alone is valued at in excess of \$30K annually. In addition to *Hancock Lumber*, corporate partnerships have been negotiated with a number of other local businesses including *Home Depot*; *Leavitt Earthworks*; *Rhodes Concrete*; *Chase Excavating*; *Dead River Oil Company*; *P and K Sand and Gravel*; *Coleman Excavating*; *Redlon and Johnson*; *Handyman Equipment Rental* and area *Walmart* department stores.

Introduction: The Mayo Street Project...

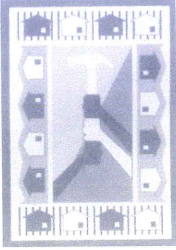
The proposed construction of three town house units on #13-15 Mayo Street in the Peninsula section of Portland will provide the principle construction project for *Habitat for Humanity of Greater Portland* for the year 2000 (the first year of the new millenium and the 16th year of *Habitat for Humanity's* involvement and presence in the Greater Portland area). This exciting project is possible as a result of a generous donation of two contiguous and buildable lots which were donated to *Habitat/Greater Portland* affiliate by the Honorable Judge William Childs, Jr. The inability to secure buildable lots in the city of Portland has, in the past, jeopardized *Habitat's* sincere desire to build simple, decent and affordable houses in the city of Portland. We are pleased that this project will enable us to address the urgent need for affordable housing in Portland and, at the same time, to take a significant step forward in our mission which is the elimination of substandard and poverty housing from the greater Portland area.

The Project Plan:

The site plan calls for the construction of three, two story townhouse units with off-street parking spaces and some common open space in the backyard. Each unit would include three bedrooms, one bath and a kitchen, livingroom, diningroom and storage space (each unit would be approximately 1100 square feet). The projected cost of the project would be approximately \$170,000.00. Funding for the project would come from a variety of sources. We anticipate that our principal partners for the project to be *Hancock Lumber Company* (they will donate all of the building materials for one unit) the six Lutheran congregations of the Greater Portland area, *Lutheran Social Services of Maine* and *Lutheran Camp Calumet* (this coalition of Lutherans will provide labor and some financial support for the construction of one unit). We are pleased to announce that the *City of Portland*, the *Libra Foundation*, the *Maine Mortgage Bankers Association* and the *Aid Association for Lutherans* have committed \$50K, \$10K, \$10K and \$20K respectively to the total cost of the Mayo Street Project. Additional funding from a variety of sources will be sought to complete the project. It is expected that the Mayo Street site will be prepared and ready for construction by late spring/early summer of 2000. Completion of the project has been targeted for November of 2000.



Streets98



HABITAT FOR HUMANITY

OF GREATER PORTLAND

P.O. BOX 10505, PORTLAND, ME 04104

PHONE: 772-2151 FAX: 791-7822

E-MAIL: hfhgp@gwi.net

Friday, May 05, 2000

Habitat will fully comply with the Portland Code Requirements, Article IV, Subdivisions. To date, we have addressed the Code requirements in the following manner.

Sec. 14-495 Procedure for Approval of a Subdivision

(a) Application for approval:

Habitat will provide for submission, a subdivision plat, vicinity sketch, and construction drawings. A recording plat will be prepared by Owen Haskell, Inc., Professional Surveyors.

(c) Engineering Requirements

1. Habitat has been meeting with the Public Works Department, Bill Needleman, and Steve Bushy, and others, to insure that Habitat will meet all City of Portland Code requirements. A professional engineer will provide a certified engineering plan for the project.

SITE REVIEW/PRE APPLICATION

Response to PORTLAND CODE: Item (c) Written statements

Habitat for Humanity of Greater Portland Maine, located at 565 Congress Street, Suite 305, Portland Maine, proposes to construct three, single family homes on Lots 13 and 15 on Mayo Street. Each unit will include three bedrooms, one bath, kitchen, living room, dining room, and storage area. Each unit will consist of approximately 1100 square feet, and will be connected to existing city sewer, and water and gas services. The proposed cost of the project will be between \$170,000 and \$200,000.

- (1) Three single family dwellings
- (2) 9495 Square feet (see survey)
- (3) See deed and survey. No apparent easements of record.
- (4) Typical construction waste generated by construction of three single family dwellings.
- (5) See survey.
- (6) Gravity drainage to street.
- (7) See construction plans and construction schedule.
- (8) See demolition call list.
- (9) See copy of most recent Habitat for Humanity audit statement. Habitat has, over the past 15 years, constructed homes and housed 26 families in the Greater Portland area.
- (10) See deed
- (11) None

Att 2.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Tue, May 2, 2000 11:22 AM
Subject: Habitat for Humanity-Mayo St.

Bill,

I have reviewed the plan submission for the above project and provide the following comments.

1. The plan should be revised to include layout geometry for the parking areas and other site features. The setback dimensions are not sufficient to allow proper construction layout.
2. The plan should be revised to include proposed grading and spot grades around the buildings. The grading should be sufficient to determine drainage patterns around the structures.
3. The proposed water and sewer services need to be installed in separate trenches. The sewer service may require an onsite manhole if the three units are to be connected to a single service out to the street.
4. Sewer invert data must be provided.
5. The plan seems to indicate a new curb opening will be required. Public Works should comment on this and any sidewalk repairs needed.
6. What type of structure is the storage building?
7. What will happen to the existing wood frame structure and foundation?
8. The applicant should get ability to serve letters from the appropriate utilities, including any provisions for sewer connection impact fees.
9. the site's electric service should be shown. Will it be underground?
10. What will the proposed landscaping consist of?

if you have any questions regarding my comments please call.
Steve Bushey

CC: "alex jaegerman" <aqj@ci.portland.me.us>

Pursuant to a meeting with Bill Needleman, and Steve Bushey on May 4, 2000, Habitat has addressed, in preliminary form, the comments submitted by Mr. Bushey to Mr. Needleman, in memo dated May 2, 2000. The items are addressed as follows:

1. The plan will show geometry, setbacks grading, sewer and water service details, and inverts, as called for in items 1 through 4.
2. Public Works will be contacted for the requirements for curb cuts and sidewalk repair as called for in item 5.
3. The storage structures will be frame construction and the locations to be determined, and will follow setback specifications, a concern expressed in item 6.
4. The existing structure has been demolished and debris removed from site, in accordance with all state and local requirements. (item 7)
5. Habitat is acquiring the serve letters from the appropriate utilities. We currently have letters from Central Maine Power and Portland Water District. (item 8)
6. Preliminary discussion suggests that underground service to Unit 3, and overhead to Units 1 and 2. (item 9)
7. A planting buffer strip will be provided along the northerly property line adjacent to the proposed drive, the drive location will preserve the existing 18" elm tree. Additionally, our landscape plan will consist of a combination of trees and shrubs as recommended by the city of Portland arborist. Locations will be shown on a landscape site plan. (item 10). Jeff Tarling has been contacted to advise us as to best preserve the elm tree.

AA # 3.1

SHORT FORM QUITCLAIM DEED WITH COVENANT

William H. Childs of Portland, Maine, FOR CONSIDERATION PAID, hereby grants to Habitat for Humanity/Greater Portland, Inc., of Portland, Maine, WITH QUITCLAIM COVENANTS, the following described real property located in Portland, County of Cumberland and State of Maine:

See Exhibit "A" attached hereto

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Charles W. Poole and Orpha N. Poole dated January 30, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9070, Page 53.

IN WITNESS WHEREOF, William H. Childs has caused this instrument to be executed this 31st day of October, 1999.

WITNESS

Mary Cardona

William H. Childs
William H. Childs

STATE OF MAINE

Cumberland, ss.

October 31, 1999

Personally appeared the above named William H. Childs and acknowledged the foregoing instrument to be his/her free act and deed,

Before me,

Sandra J. Twombly
Notary Public/Attorney at Law

Sandra J. Twombly
print name

My Commission Expires: 2/24/06

T:\HABITAT\Mayo Street\childs quitclaim deed.wpd

A+ 3.2

EXHIBIT A

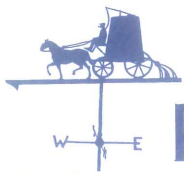
A certain lot or parcel of land, with the buildings thereon situated on the northeasterly side of Mayo Street in the City of Portland, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at the southwesterly corner of land now or formerly of Emma A. Orne on said northeasterly side of Mayo Street; thence running southeasterly by said Mayo Street about forty-three (43) feet to the land now or formerly of John T. Fagan; and from these two points extending back northeasterly, holding the same width and adjoining said Fagan land on the Southeast and said Orne land on the Northwest, a distance of one hundred ten (110) feet to a fence, being lot numbered 13 and 15 on said Mayo Street according to the Revaluation Plans of the City of Portland for the year 1882.

Also adjoining land #17-19 Mayo Street, in said Portland, described as follows:

A certain lot or parcel of land situated on the northeast side of said Mayo Street and bounded and described as follows:

Beginning at the southeast corner of land of Ellan Fickett; thence southeasterly by the northeasterly side of Mayo Street forty-three (43) feet to a fence and thence northeasterly holding the width of forty-three (43) feet from said Fickett's land one hundred ten (110) feet, more or less, to a fence; thence by said fence northwesterly forty-three (43) feet to land of said Fickett; thence by said Fickett's land southwesterly one hundred ten (110) feet, more or less, to the bounds begun at, containing forty-seven hundred thirty (4730) square feet, more or less.



Portland Water District

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

Att 9.11

(207) 774-5961
FAX (207) 761-8329
www.pwd.org

May 3, 2000

Mr Steve Bolton
Habitat for Humanity of Greater Portland
PO Box 10505
Portland, Me 04104

Re: 13-15 Mayo St.- Portland

Dear Steve

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed condo project at 13-15 Mayo street in Portland. Checking District records, I find there is a 6" water main on the far side of the street in Mayo Street.


The current data from the nearest hydrant indicates there should be adequate capacity of water.

Hydrant Location: Mayo St. 250' north of Oxford St.
Hydrant # 247
Static pressure = 94 PSI
Flow = 1384GPM
Last Tested = 7/9/91

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

Sincerely,
Portland Water District

Jim Pandiscio
Means Coordinator

To: <i>STEVE BOLTON</i>	Date: <i>5/3/00</i>	 Portland Water District
Co. <i>Habitat For Humanity</i>	# of Pgs. <i>1</i>	225 Douglass St. • Portland, ME 04102 (207) 774-5961 • Fax (207) 761-8307
Dept.	From: <i>JIM PANDISCIO</i>	
Fax No. <i>781-7827</i>	Phone # <i>774-5961</i>	Fax # <i>EXT 3006</i>

Att 4.2



Central Maine Power
162 Canco Road, Portland, Maine 04103

1800-750-4000

May 4, 2000

Mr. Steve Boulton
Habitat for Humanity of Greater Portland
565 Congress Street
Portland, Maine 04101

RE: 13-15 Mayo Street
Portland

Dear Mr. Boulton:

As a follow-up to a telephone call from your office of this date, please be advised that Central Maine Power Company will service three (3) new houses at the above noted location.

If you have any further questions, please do not hesitate to contact us.

Sincerely,

Joseph A. Purington
Portland Service Center Manager

JAP/lb

AA 5.1

8

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

OTIS, ATWELL & TIMBERLAKE
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

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Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6 through 8

A# 5.3

OTIS, ATWELL & TIMBERLAKE
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS

James C. Otis, C.P.A., CFP
Stephen W. Atwell, C.P.A.
Bruce E. Fritzson, C.P.A.
Thomas J. Gioia, C.P.A.

980 Forest Avenue
Portland, Maine 04103
(207) 797-0990
FAX (207) 797-8618

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Habitat for Humanity of Greater Portland

We have audited the accompanying statement of financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of Habitat for Humanity of Greater Portland's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles.

Otis, Atwell & Timberlake, P.A.
Certified Public Accountants

January 4, 2000
Portland, Maine

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF FINANCIAL POSITION

June 30, 1999

ASSETS

Cash (Note 4)	\$ 110,964
Mortgage Notes Receivable (Notes 2 and 3)	343,594
Office Equipment, Net of Accumulated Depreciation of \$2,704	1,707
Construction in Progress (Note 3)	<u>308,364</u>
TOTAL ASSETS	<u>\$ 764,629</u>

LIABILITIES AND NET ASSETS

Accounts Payable	\$ 2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	575
Escrow Deposits Liability	41
Deferred Interest (Note 3)	4,457
Long-term Debt (Note 3)	<u>75,071</u>
Total Liabilities	<u>91,036</u>
Net Assets	
Unrestricted	650,255
Temporarily Restricted	<u>23,338</u>
Total Net Assets	<u>673,593</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 764,629</u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 1999

Changes in Unrestricted Net Assets:	
Revenue and Other Support:	
Grant Revenue	\$ 22,714
Donations	60,564
Fundraising	54,088
Tenant Rent	12,411
Gain on Sales of Property	5,071
Interest Income (Note 2)	23,084
Miscellaneous	403
Total Revenue and Other Support	<u>178,335</u>
Expenses:	
Construction	49,919
Management and General	67,443
Fundraising	17,911
Total Expenses	<u>135,273</u>
Increase in Unrestricted Net Assets	<u>43,062</u>
Changes in Temporarily Restricted Net Assets:	
Interest Income	2,522
Interest Expense	(1,740)
Increase in Temporarily Restricted Net Assets	<u>782</u>
Increase in Net Assets	43,844
Net Assets - Beginning of Year	<u>629,749</u>
Net Assets - End of Year	<u><u>\$ 673,593</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

Statement of Functional Expenses

For the Year Ended June 30, 1999

	Construction	Management and General	Fundraising	Total
Salaries, Wages and Benefits	\$ -	\$ 18,131	\$ 12,088	\$ 30,219
Staff Training	-	525	-	525
Materials and Supplies	-	915	3,802	4,717
Advertising	-	1,021	-	1,021
Telephone	-	2,288	-	2,288
Maintenance and Repairs	4,494	57	-	4,551
Postage	-	4,554	4	4,558
Insurance	-	1,537	-	1,537
Tithe	-	26,328	-	26,328
Rent	-	500	-	500
Other	-	9,049	2,017	11,066
Mortgage Subsidies	45,425	-	-	45,425
Loss on Disposal of Equipment	-	1,120	-	1,120
Total Expenses Before Depreciation	49,919	66,025	17,911	133,855
Depreciation of Equipment	-	1,418	-	1,418
Total Expenses	\$ 49,919	\$ 67,443	\$ 17,911	\$ 135,273

44 5.5

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 1999

Cash Flows from Operating Activities:	
Change in Net Assets	\$ 43,844
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	1,418
Donated Land	(4,364)
Mortgage Subsidies	45,425
Imputed Interest Income	(23,049)
Gain on Sales of Property	(5,071)
Loss on Disposal of Equipment	1,120
Deferred Interest	1,740
Changes in Operating Assets and Liabilities:	
Payments on Mortgage Notes Receivable	32,498
Accounts Payable - Construction	2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	(675)
Escrow Deposits Liability	11,949
Net Cash Provided by Operating Activities	<u>115,727</u>
Cash Flows from Investing Activities:	
Construction Costs	<u>(116,160)</u>
Net Cash Used by Investing Activities	<u>(116,160)</u>
Cash Flows from Financing Activities:	
Long-term Debt Proceeds	8,571
Payments on Long-Term Debt	<u>(2,000)</u>
Net Cash Provided by Financing Activities	<u>6,571</u>
Net Increase in Cash	6,138
Cash at Beginning of Year	<u>104,826</u>
Cash at End of Year	<u><u>\$ 110,964</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization - Habitat for Humanity of Greater Portland (Habitat) is a southern Maine chapter of Habitat for Humanity International, a national organization whose mission is to provide housing to low income individuals.

Habitat's volunteers seek donations of land, labor and materials for the construction of modest homes. Habitat conducts fundraising activities to raise the funds necessary for the purchase of other materials for the homes and to pay the wages of a construction supervisor.

The completed homes are sold at Habitat's cost to deserving families. Habitat finances the purchase price interest free.

Method of Accounting - The financial statements of the Corporation are prepared on the accrual basis of accounting, and include only those assets, liabilities and results of operations which relate to the business of Habitat for Humanity of Greater Portland.

Restricted Net Assets - Habitat for Humanity of Greater Portland reports gifts of cash, land and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Property, Plant and Equipment - Property and equipment are recorded at cost or fair value if contributed and are being depreciated using the modified accelerated cost recovery system. Repairs and maintenance are expensed and betterments and additions are capitalized as incurred. When assets are retired or disposed of, their costs and related accumulated depreciation are removed from the accounts and the resulting gains and losses are reflected in income.

Income Taxes - No provision for taxes on income is made in the Corporation's financial statements since, as a not-for-profit corporation, it is exempt from income taxes under Internal Revenue Code 501(c)(3).

Cash - For purposes of reporting cash flows, cash includes cash on hand and amounts due from banks.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

Construction of Homes - Land and the majority of labor required for a project are donated to Habitat. It then purchases materials for the construction of homes for the indigent. Construction in progress represents the cost of materials used for home construction and the fair market value of donated land.

Sale of Homes - As indicated above, the homes are sold to qualified individuals at cost in exchange for noninterest bearing notes. Furthermore, the homes are subject to a second mortgage. The amount of the second mortgage is the difference between the fair market value of the home and the first mortgage. No payments are required on the second mortgage and its term is the same as the first mortgage. The second mortgage is intended to discourage the homeowner from obtaining a windfall by the prompt resale of a home prior to expiration of the term of the first mortgage.

The mortgage subsidy expense account represents a reduction in the face amount of the mortgage receivable. This occurs for homes sold during a year and is a result of imputing interest at market rates on the noninterest bearing mortgages.

Donated Services - A substantial number of volunteers have made significant contributions of their time to Habitat's programs and support services. The value of this contributed time is not reflected in the statements since it is not subject to objective measurement or valuation and will not be realized on sale of the property.

Valuation of Mortgages Receivable - For mortgages receivable held by Habitat which did not bear interest, Habitat records the discounted present value of these notes at a market rate at the time of the transaction and imputes interest income ratably over the term.

NOTE 2 - MORTGAGE NOTES RECEIVABLE

Mortgage notes receivable consist of noninterest bearing mortgage notes with area low-income families. Each mortgage note is secured by the related real estate. Repayment is made in monthly installments over the term of the related notes.

The amounts presented in the statement of financial position as of June 30, 1999 are net of unamortized discount resulting from the imputation of interest at a rate of 8.5%.

Mortgage Notes at Face Value	\$ 701,755
Less Unamortized Discount Based on Imputed Interest	358,161
	<u>\$ 343,594</u>

Interest income recognized on the mortgage notes receivable during the year ended June 30, 1999 was \$23,049.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)

NOTE 3 - LONG-TERM DEBT

Long-term debt at June 30, 1999 is presented below.

Note Payable - Portland Housing Development Corp. - This note is noninterest bearing and payable in annual installments of \$1,000 through December 2010 and is secured by real estate.	\$ 12,000
Note Payable - Cumberland County Affordable Housing Venture - This note is noninterest bearing and payable in annual installments of \$1,000 through October 2009 and is secured by real estate.	11,000
Note Payable - Habitat International - This note is noninterest bearing and payable in monthly installments through May 2003.	3,571
Note Payable - Seigars - This note is noninterest bearing and payable in monthly installments of \$500 through April 2000.	5,000
Notes Payable - Town of Windham - Three notes bearing interest at 4% per annum maturing in 2016 and 2017. No payments are required so long as the owners of the premises securing the notes are qualified affordable homebuyers as defined in the mortgages. All principal and interest (which is being deferred) will be forgiven at maturity if the terms of the notes are met.	43,500
	<u>\$ 75,071</u>

Maturities of long-term debt at June 30, 1999 are as follows:

2000	\$ 8,068
2001	3,068
2002	3,068
2003	2,367
2004	2,000
Thereafter	56,500
	<u>\$ 75,071</u>

NOTE 4 - CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the corporation to concentrations of credit risk consist principally of checking and savings accounts with banks. At June 30, 1999, the corporation had cash on deposit with banks of \$114,465, of which \$105,444 was insured by the FDIC and the remaining \$9,021 was uninsured.

Att 6.1

TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.

Counselors at Law
Three Canal Plaza
P.O. Box 15060
Portland, Maine 04112-5060

Bruce M. Tompkins
Lawrence R. Clough
David M. Hirshon
Leonard W. Langer
Marshall J. Tinkle*

Tel: (207) 874-6700
Fax: (207) 874-6705
E-Mail: lrclough@tchl.com

* also licensed in MA and DC

May 3, 2000

Rev. David L. Snyder, Executive Director
HABITAT FOR HUMANITY
P.O. Box 10505
Portland, ME 04104

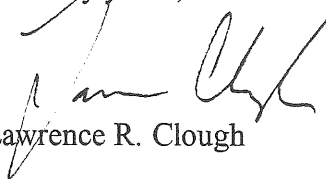
Re: Mayo Street Condominium, Portland, Maine

Dear David:

This is to confirm that my willingness to assist Habitat for Humanity with its Mayo Street Condominium project. I have reviewed the preliminary site plan and building plans which you were able to provide.

As you know a few years ago I worked with Habitat for Humanity on the Tate Street Condominium project, and I am pleased to be able to continue this relationship. I have been involved significantly in excess of a hundred condominium projects over the years and continue to represent a number of associations, but I particularly enjoy working with Habitat for Humanity.

Sincerely yours,


Lawrence R. Clough

LRC/tjs

May 16, 2000

Mr. David Snyder, Executive Director
Habitat for Humanity of Greater Portland
P.O. Box 10505
Portland, Me. 04104

DRAFT

re: Planning Board Approval for a three unit multi-family residential development at 13-15 Mayo St.

Dear Mr. Synder:

On (Date) May 9, 2000 the Portland Planning Board voted 6-0 (Rodriguez and Delogue absent) on the following motions regarding the Mayo Street subdivision:

1. That the plan was in conformance with the Subdivision Review Ordinance of the City Land Use Code with the following condition(s):
 - That the applicant supply condo documents and utility capacity letters for Planning and Corporation Counsel review and approval prior to issuance of a certificate of occupancy.
 - That the applicant provide a recordable subdivision plat for Planning Board signature.

2. That the proposed development was in conformance with the Site Plan Ordinance of the Land Use Code with the following condition(s):
 - That the applicant provide a revised landscape plan for Planning Staff review and approval.
 - That the applicant remove or move the storage structure to satisfy City zoning and supply revised storage structure elevation drawings for Planning Staff review and approval.
 - That the applicant supply a revised grading and utility plan for Planning and Public Works staff review and approval.
 - That the applicant supply revised elevation drawings showing articulated siding, window and trim details for Planning Staff review and approval.

The approval is based on the submitted plan and the findings related to site plan review standards as contained in Planning Board # 15-00, 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.
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 1.7% 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 preconstruction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's 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 preconstruction meeting.
6. 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.)
7. The Development Review Coordinator (who is located at DeLuca Hoffman at 775-1121) must be notified five (5) working days prior to date required for final site inspection. 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 the planning staff.

Sincerely,

Jaimey Caron, Chair
Portland Planning Board

cc: Joseph E. Gray, Jr., Director of Planning and Urban Development
Alexander Jaegerman, Chief Planner
William B. Needelman, Planner
P. Samuel Hoffses, Building Inspector
Marge Schmuckal, Zoning Administrator
Tony Lombardo, Project Engineer
Development Review Coordinator
William Bray, Director of Public Works
Nancy Knauber, Associate Engineer
Jeff Tarling, City Arborist
Charlie Lane, Associate Corporation Counsel

Lt. Gaylen McDougall, Fire Prevention
Inspection Department
Lee Urban, Director of Economic Development
Don Hall, Appraiser, Assessor's Office
Susan Doughty, Assessor's Office
Approval Letter File

3

LEETE & LEMIEUX, P.A.

WILLIAM H. LEETE, JR.
JAMES R. LEMIEUX†
GREGORY R. SMITH

ATTORNEYS AT LAW
95 EXCHANGE STREET
P.O. BOX 7740
PORTLAND, MAINE 04112

†Also admitted in MA

(207) 879-9440
FAX (207) 879-9445

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. postal service.

TELECOPIER TRANSMITTAL LETTER

TELECOPIER NUMBER: (207) 879-9445

DATE: January 10, 2000

TO: David Snyder

COMPANY/FIRM: Habitat for Humanity

CLIENT:

TELECOPIER NUMBER: 791-7822

FROM: Bill Leete

NUMBER OF PAGES TRANSMITTED INCLUDING THIS SHEET: 3

MESSAGE:

ORIGINAL OF THE TRANSMITTED DOCUMENT WILL BE SENT BY:

First Class Mail Overnight Mail Hand Delivery

This transmission will be the only form of delivery of this document.

Copy of deed sent to John Cyr @ Owen Haskell, Inc. (1/19/00)

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Tue, May 2, 2000 11:22 AM
Subject: Habitat for Humanity-Mayo St.

Bill,

I have reviewed the plan submission for the above project and provide the following comments.

1. The plan should be revised to include layout geometry for the parking areas and other site features. The setback dimensions are not sufficient to allow proper construction layout.
2. The plan should be revised to include proposed grading and spot grades around the buildings. The grading should be sufficient to determine drainage patterns around the structures.
3. The proposed water and sewer services need to be installed in separate trenches. The sewer service may require an onsite manhole if the three units are to be connected to a single service out to the street.
4. Sewer invert data must be provided.
5. The plan seems to indicate a new curb opening will be required. Public Works should comment on this and any sidewalk repairs needed.
6. What type of structure is the storage building?
7. What will happen to the existing wood frame structure and foundation?
8. The applicant should get ability to serve letters from the appropriate utilities, including any provisions for sewer connection impact fees.
9. the site's electric service should be shown. Will it be underground?
10. What will the proposed landscaping consist of?

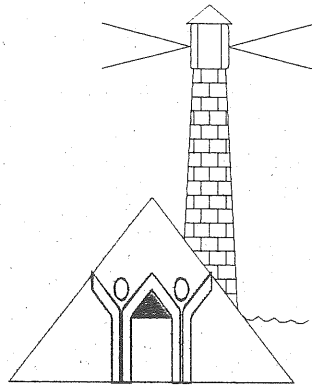
if you have any questions regarding my comments please call.
Steve Bushey

CC: "alex jaegerman" <aqj@ci.portland.me.us>

Also

Condo Docs :

Habitat for Humanity of Greater Portland...



The Mayo Street Project

*Site Review Pre-Application
The City of Portland
April 19th, 2000*

(207) 878-3313

Habitat for Humanity of Greater Portland
P.O. Box #10505
Portland, Maine 04104
(207) 772-2151

- t). This ambitious project will address the urgent shortage and increase the supply of affordable housing in the City of Portland by three units. When the project is completed Habitat for Humanity will have improved the lives and brightened the future of three Portland families by providing them with an opportunity to own their own simple, decent and affordable home. The project will also improve the neighborhood by replacing the vacant and burned out three unit house (which has been demolished) with three new units. This project combined with a recent rehab of a house on #38 Mayo Street will make a significant improvement in the aesthetic appearance of this neighborhood.
- u). Property line markers are installed and shown on the survey prepared by Owen Haskell, Inc.
- v). included
- w). total site data
- x). Additional submission items if required by the Planning Board:
- 1). n/a (we will be using public sewer)
 - 2). Consulting with engineer
 - 3). Habitat will install a silt fence
 - 4). Habitat has included a copy of a recent audited financial statement and will secure a letter of credit from People's Heritage Bank.
 - 5). Habitat will apply for a City of Portland building permit if the project is approved by the Planning Board.
 - 6). Each home will cost between \$75. And \$85K.
 - 7). There should be no significant change in traffic volume. Habitat is replacing a three unit building with three single family homes.
 - 8). High intensity soil survey. From initial visits to the site with engineers, it does not appear that the soils would be an issue for a project of this size. Habitat will secure a soil survey if required.
 - 9). Habitat for Humanity has completed 26 homes in the greater Portland area.
 - 10). General construction debris. It is estimated that the project will generate approximately three 30 yard dumpsters of debris.
 - 11). Habitat will submit a comprehensive construction schedule. Erosion control for the project will be by silt fence during construction and by landscape/seeding/straw after final grade.
 - 12). n/a There will be one three foot buffer strip on the north side of the property next to the proposed drive. Habitat will submit a planting schedule and landscape design.
 - 13). n/a There are no known wetland, wildlife, fisheries habitat or archeological sites.
 - 14). Habitat will submit drawings in electronic form if available. (2). Recording Plat:
To be submitted upon completion by Avon Haskell, Inc.
- (3). Alterations to an Approved Lot:
We understand that any changes must first be approved by Public Works and the Fire Departments prior to submission to the Planning Authority. We do not anticipate any changes.

(4). Vacation of Plats:

We understand that any instrument executed to vacate all or part of any plat shall be filed and recorded in the county Registry of Deeds. It is not our intention, nor do we anticipate vacating this plat.

Section 14-497: General Requirements

- (1). The proposed project will be constructed in an area of existing single family homes and public housing apartments.
- (2-3) We received a letter of confirmation from the Portland Water District as to the adequate supply of clean and healthful water to serve these new homes.
- (4). We will control erosion during construction with the use of a silt fence. Completion of the structures we will final grade according to the approved Drainage plan, then seed and straw to prevent erosion.
- (5). We are replacing a three (3) unit building with three (3) single family homes. There should be no significant change in traffic volume.
- (6). We will provide adequate sanitary waste and storm water disposal to accommodate three (3) single family homes. After several meetings and discussions with employees of the Department of Public Works, Sewer division, it is anticipated that there will be no unreasonable burden on municipal services because we are replacing the original three (3) units with three (3) units.
- (7) See #5
- (8). We believe that this project will enhance the aesthetics of the area by removing a burned vacant building and replacing it with three (3) new two (2)-story single family homes (See Construction drawings).
- (9). To the best of our knowledge
- (10). Habitat for Humanity of Greater Portland has completed 26 homes in the Greater Portland area. Please refer to the attached letter from Richard Blake, Senior Vice President of Peoples Heritage Bank concerning our letter of credit or escrow account. We are also enclosing with this packet a copy of our financial statement.
- (11). n/a
- (12). n/a Habitat does not expect or anticipate any adverse impact to the quality or quantity of the ground water.
- (13). n/a
- (14). n/a
- (15). n/a

*Presentation to the City of Portland Planning Department
Tuesday, May 9th, 2000*

The following represents Habitat for Humanity's response to Article IV, Subdivision inquiry:

Sec. 14-495 Procedure for Approval of a Subdivision

(A) Application for Approval:

- (1.) We now have available for submission, a subdivision plat; vicinity sketch and construction drawings. We are in the process of preparing a recording plat with *Owen Haskell Inc.*, Professional Land Surveyors and engineer *David A. Kamila, P.E. of Land Use Consultants, Inc.*

(C) Engineering Requirements:

- (1.) We have been working with the City of Portland Public Works Department concerning codes and regulations and we are submitting plans based on information provided by City of Portland employees and professional engineers. Final utility site plans will be drawn and stamped by a professional engineer.

Sec. 14-496 Plat Requirements

(1.) Information on subdivision plat

- a). included on plat
- b). included on plat
- c). n/a
- d). n/a
- e). n/a
- f). see City of Portland storm/sewer/water plat
- g) included on plat
- h) n/a
- i) n/a
- j) n/a
- k) This project will require public water and sewer, gas service, electrical and telephone service (utilities are shown on site plan).
- l) sanitary sewer and storm drain information shown on proposal subdivision plat.
- m) Habitat's plan is to include lighting at both front and rear entrances to each house.
- n) Habitat's landscape plan will consist of a combination of trees and shrubs as recommended by the City of Portland arborist. Locations are indicated on site plan.
- o) Habitat will submit a site plan which includes "spot elevations" and other drainage information. Habitat is working with both the City of Portland and David A. Kamila, P.E. to prepare a proper drainage plan.
- p) none to our knowledge
- q) Habitat's plan is to complete the project without future phases.
- r) n/a on this site, however Habitat for Humanity owns a non-buildable lot in Portland and conversations have begun with Steven Bushey of Deluca-Hoffman Associates, Inc. about incorporating this site into a larger city-backed project.
- s) Land Use Consultants, Inc.
David A. Kamila, P.E.
966 Riverside Street
Portland, Maine 04103
- Owen Haskell, Inc.
16 Casco Street
Portland, Maine
(207) 774-0424

(207) 878-3313

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8). High intensity soil survey. From initial visits to the site with engineers, it does not appear that the soils would be an issue for a project of this size. Habitat will secure a soil survey if required.

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12). n/a There will be one three foot buffer strip on the north side of the property next to the proposed drive. Habitat will submit a planting schedule and landscape design.

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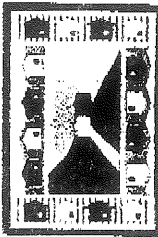
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- (13). n/a
- (14). n/a
- (15). n/a

From: Anthony Lombardo
To: William Needleman
Date: Wed, May 17, 2000 11:55 AM
Subject: Habitat for Humanity.....Mayo Street 5/17/00

Bill,

The applicant just dropped off an updated Site Plan for this project at 13-15 Mayo St. It appears the applicant's engineer addressed the comments in my previous memo.



HABITAT FOR HUMANITY

OF GREATER PORTLAND
P.O. BOX 10505, PORTLAND, ME 04104
PHONE: 772-2151 FAX: 791-7822
E-MAIL: hfhgp@gwi.net

FAX

Date: 5/16/00
From: STEVE BOLTON
TO: Bill NEEDLEMAN
Fax #: 756-8258
Subject: Performance Guarantee worksheet.

Bill, Sending A copy in ADVANCE for your Review +
APPROVAL. LET ME KNOW IF you have any
Comments OR SUGGESTIONS. David Snyder is taking
this form to Peoples Bank Sometime Today.

5 Pgs. - Inc. Cover

Thank you
Steve

Planning & Urban Development

Joseph E. Gray Jr.
Director**CITY OF PORTLAND**

March, 1997

Notice to Developers, Architects, and Engineers

The municipal code requires that all development falling under site plan and/or subdivision review in the City of Portland be subject to a performance guarantee for various required improvements. The code further requires developers to pay a fee for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications.

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. A detailed itemized cost estimate is required to be submitted, which upon review and approval by the City, determines the amount of the performance guarantee. The performance guarantee will usually be a letter of credit from a financial institution, although bonds or escrow accounts are acceptable. The form, terms, and conditions of the performance guarantee must be approved by the City through this office. The performance guarantee plus a check to the City of Portland in the amount of 1.7% of the performance guarantee or as assessed by the planning or public works engineer must be submitted prior to the issuance of any building permit for affected development.

Administration of performance guarantee and defect bonds is through this office. Inspections for improvements within existing and proposed public right-of-ways is the responsibility of the Department of Parks and Public Works. Inspections for site improvements is the responsibility of the Development Review Coordinator in the Department of Planning and Urban Development.

Performance Guarantees will not be released by the City until all required improvements are completed and approved by the City and a Defect Bond has been submitted to and approved by the City.

C:\PLANNING\CORRESP\SECRETAR\FORMS\PGLTR\SAP8/7/98

Peoples Heritage Bank

One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

1-800-462-3666
Tel: 207-761-8500
Internet: www.peoplesheritage.com

Att 6.2

May 4, 2000



Mr. Joseph Gray, Director
City of Portland Planning Department
389 Congress Street
Portland, ME 04101

Dear Joe:

I am writing to inform you that I met with David Snyder, Executive Director for Habitat For Humanity with regard to Habitat's project on Mayo Street, Portland, ME. David informed me that the City of Portland will require either a cash escrow account or a letter of credit posted to cover the items considered public improvements.

The bank is working with Habitat to provide either the escrow account or letter of credit for the project. Once the project has received all approvals and the amount of the guarantee is determined, the bank will be in a position to finalize its transaction with Habitat and provide the required guaranties.

Please do not hesitate to call me should you have any questions or concerns.

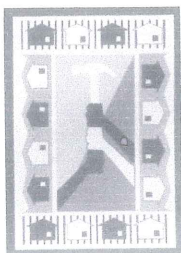
Sincerely,

A handwritten signature in cursive script that reads "Richard A. Blake".

Richard A. Blake
Senior Vice President

cc: David Snyder

mmoore\tempor\habitat



HABITAT FOR HUMANITY

OF GREATER PORTLAND

P.O. BOX 10505, PORTLAND, ME 04104

PHONE: 772-2151 FAX: 791-7822

E-MAIL: hfhgp@ghi.net

January 8th, 2001

Mr. William Needleman
The Office of Planning and Urban Development
389 Congress Street
Portland, Maine 04101

Dear Bill,

I am writing to you at the suggestion of Sarah Hopkins of your office regarding the Performance Guarantee for our Mayo Street project. As we are moving toward a closing on one of the three units (tentatively scheduled for Wednesday, January 17th at 4:30pm), it is important that we resolve this matter expeditiously.

I spoke with Steve Bolton, our Construction Manager concerning the items included in our cost estimate of *Improvements To Be Covered By Performance Quarantee* which was submitted to the City of Portland on May 16th, 2000 (a copy of that document is attached). Steve confirmed that everything included in the May 16th document has been completed with the exception of the road and granite curbing and the landscaping in the **PRIVATE** section. Total estimated cost for these items is \$17,296.72 (road- \$13,600.; sidewalks- \$1,764.; landscaping-\$1,932.72). If my calculations are correct, this means that \$25,795. of the total amount of the Irrevocable Letter of Credit issued by *Peoples Bank* (\$43,091.72) on May 26th, 2000 has been satisfied.

If you agree with these calculations, could you please issue a letter to that effect to Mr. Richard A. Blake, senior Vice President of *Peoples Heritage Bank*.

Thank you, in advance, for your prompt attention to this request...

Faithfully,

The Rev. David L. Snyder, *Executive Director*

enclosure

CC. Richard A. Blake, Peoples Heritage Bank

HOPE...the Foundation for every House we Build!!

SUBDIVISION/SITE DEVELOPMENT

COST ESTIMATE OF IMPROVEMENTS TO BE COVERED BY PERFORMANCE GUARANTEE

Date 5/16/00

Name of Project: The Mayo Street Project

Address/Location: 13-15 Mayo St. Portland, ME 04104

Developer: HABITAT FOR HUMANITY OF GREATER PORTLAND.

Form of Performance Guarantee: _____

Type of Development: Subdivision Site Plan (Major/Minor)

TO BE FILLED OUT BY APPLICANT:

Item	PUBLIC			PRIVATE		
	Quantity	Unit Cost	Subtotal	Quantity	Unit Cost	Subtotal
STREET/SIDEWALK						
✓ Road	<u>136 SQ Yds.</u>	<u>\$ 40-</u>	<u>5440-</u>	<u>340 SQ Yds.</u>	<u>\$ 40-</u>	<u>13,600- X</u>
✓ Granite Curbing	<u>51 LF.</u>	<u>\$ 25-</u>	<u>1275-</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
✓ Sidewalks	<u>34 SQ Yds.</u>	<u>\$ 100-</u>	<u>3400-</u>	<u>252 SQ Yds.</u>	<u>\$ 7-</u>	<u>1,764- X</u>
Esplanades	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Monuments	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Street Lighting	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SANITARY SEWER						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
✓ Piping	<u>44 L.F.</u>	<u>\$ 50-</u>	<u>2200-</u>	<u>✓ 90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
✓ Connections	<u>2 N/A</u>	<u>\$ 99-</u>	<u>198</u>	<u>Inc.</u>	<u>Inc.</u>	<u>Inc.</u>
Other	<u>2 N/A</u>	<u>\$ 25-</u>	<u>50</u>	<u>✓ 90 L.F.</u>	<u>\$ 50-</u>	<u>4500-</u>
STORM DRAINAGE						
Manholes	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Catchbasins	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
✓ Piping	<u>12 L.F.</u>	<u>100</u>	<u>1200-</u>	<u>✓ 314 L.F.</u>	<u>\$ 3.00</u>	<u>942-</u>
Detention Basin	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Other	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
SITE LIGHTING						
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>6</u>	<u>\$ 75</u>	<u>450-</u>
EROSION CONTROL						
✓ SILT FENCE	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>✓ 130 LF.</u>	<u>\$ 20 x 2</u>	<u>\$ 40 -</u>
RECREATION AND OPEN SPACE AMENITIES						
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>4000 SQ FT OPEN SPACE</u>	<u>.50 Seed/Lawn</u>	<u>2000 -</u>

PUBLIC

PRIVATE

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
LANDSCAPING (Attach breakdown of plant materials, spaces, and unit costs)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>See Attached</u>		<u>1,932.72</u>
SCCELLANEOUS	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
TOTAL:						
LAND TOTAL:			<u>\$ 13,763</u>			<u>\$ 29,328.72</u>

\$ 43,091.72

ACTION FEE (to be filled out by City)

PUBLIC

PRIVATE

TOTAL

7% of total:

Permitive Assessment:

By:

(name)

(name)

**THREE UNIT RESIDENTIAL DEVELOPMENT
VICINITY OF 15 MAYO STREET
SITE PLAN AND SUBDIVISION REVIEW
HABITAT FOR HUMANITY, APPLICANT**

Submitted to:

Portland Planning Board
Portland, Maine

May 9, 2000

I. INTRODUCTION

Habitat for Humanity is proposing a three-unit condominium development in the vicinity of 15 Mayo Street on Munjoy Hill. The development, which is to be held under condominium ownership, consists of two buildings: one two unit townhouse duplex along Mayo Street and one single family building oriented to the interior of the site. An abandoned fire damaged three unit building has recently been removed from the site. The site has a land area of +/-9460 sq. ft. and is zoned R-6 Residential. Six (6) on-site parking spaces are proposed. The development will be reviewed for conformance with the standards of the site plan and subdivision ordinances.

The applicant asks for Public Hearing without workshop due to severe time constraints. The applicant has scheduled a large number of volunteer workers to come to work on the project with the understanding that the project would not require subdivision review, based on the fact that the site has historically accommodated three housing units. Due to the fact that this application proposes totally new structures and will not replace the existing units in kind and location, it has been determined that subdivision review by the Planning Board is required. Given that the applicant is facing an unusual time pressure, we have attempted to expedite our review procedures as much as possible. To this end we have requested the Planning Board to forgo the usual workshop and hear this item at public hearing. The chair agreed to schedule this item with the understanding that the applicant and staff will work aggressively to produce an approvable set of plans with a reasonable number of potential conditions of approval. While conditions of approval will be needed, the applicant requests no waivers from the Board and Planning Staff is currently working with the applicant to fulfill all site plan and subdivision requirements and standards.

II. SUMMARY OF FINDINGS

Zone:	R-6
Parcel Size:	9460 Square Feet (+/-)
Number of Units:	3 units
Adjacent Land Use:	Residential

III. PROPOSED DEVELOPMENT

Prior to this development, the site at 13-15 Mayo Street was occupied by a three story, three unit apartment building with two curb cuts onto Mayo Street. The original building was severely damaged by fire and has been recently demolished by the applicant.

The proposed development will utilize two buildings for the three units. The architecture of the project shows a vernacular two story side gable duplex facing Mayo Street and a similar detached single unit, set gable end to the street, behind the duplex in the interior of the site. The plans submitted show a connecting ell between the units, which will be deleted, according to the applicant.

Parking for the site will require one new curb cut on to Mayo Street with four spaces proposed for the northwesterly side of the property and two stacked spaces along the north easterly property line. Zoning in the R-6 requires 6 spaces for three unit development. The applicant is exploring a reconfiguration of parking and has presented 9 preliminary revision of the site plan. This plan was presented concurrent with the writing of this report, and has yet to receive staff review. See Attachment 7.

The applicant proposes a detached storage structure in the northeasterly corner of the site to serve the development. As sited, the storage is too close the sideline for setbacks, and Zoning requires that it be relocated or broken into detached structures of less than 100 sq ft each to serve the storage needs of the units. Staff recommends a condition of approval that the shed be eliminated, reconfigured, or relocated to satisfy zoning setbacks.

IV. STAFF REVIEW

The proposal is subject to compliance with the Subdivision and Site Plan Ordinance of the Land Use Code. As stated above, planning and engineering review for this project is ongoing, with many issues still under evaluation. The limited size of the development and the fact that the site was utilized for the same use at the same level of residential density simplifies the review, as City infrastructure and public utilities are all in place and available to the applicant. Planning, Development Review Coordinator, and Inspections have all begun working with the applicant to evaluate the site and the proposed development. Fortunately, the grading of the site provides good opportunity to access utilities and control stormwater without complicated engineering. Should the Board grant conditional approval, City staff has established a comfortable working relationship with the applicant and feels that the site presents no obvious impediments to redevelopment at this scale.

V. SUBDIVISION REVIEW

1. Water and Air Pollution

The development will not result in undue water or air pollution.

2/3. Water

The applicant is proposing to tie into the existing water line in Mayo Street.

4. Soil Erosion

The applicant has indicated to staff that a sedimentation and erosion control plan will be provided for with the proposed development.

5. Traffic

No increase in traffic over the prior use for the site is anticipated

6. Sanitary/Stormwater

Sanitary

The applicant is proposing to dispose of the sanitary waste from the project into the existing sanitary line in Mayo Street. Planning staff has asked the applicant to request a sanitary capacity letter from City Public Works.

Stormwater

The entire site drains in a northerly direction toward the abutting residential property.

The applicant's intention is to utilize the northerly parking area to catch stormwater and direct it to the street. Development Coordinator, Steve Bushy has indicated that curbing the downhill edge of the driveway is an effective and reasonable method to direct runoff. City Public Works will need to state their opinion as to whether the runoff will need to be piped directly into the separated street system, or if the applicant can send water into the street, utilizing downstream catchment at the curb line. Either solution, underground or onto the street will reduce the amount of stormwater running on to the abutting property significantly. The applicant will need to coordinate details of the drainage system with Public Works and Planning.

7. Solid Waste Disposal

The applicant is proposing curbside pick up.

8. Scenic Beauty

This development will not cause an undue adverse effect on the scenic or natural beauty of the area aesthetics, historic sites, significant wildlife habitat or rare and irreplaceable natural area.

9. Comprehensive Plan

This development meets the requirements of the City of Portland Comprehensive Plan.

10. Financial Capability

The applicant has provided detailed financial information with their submittal and is receiving significant City and private contributions for this project.

11. Groundwater

The development as proposed will not adversely affect the quality or quantity of groundwater.

12. Flood Hazard/Shoreline

The site is not located in the flood hazard or shoreland zones.

13. Condominium Documents

The applicant has not submitted condominium documents to staff at this time. A potential condition of approval is:

- that the applicant submit condominium documents to staff for review and approval by Corporation Counsel prior to issuance of a certificate of occupancy.

VI. SITE PLAN REVIEW

1/2. Traffic

The traffic comments have been consolidated in the subdivision review section.

3. Proposed Buildings

See the architectural description in the introduction. All units are to have wood trim with vinyl clapboard siding and are to have 1/1 double hung window units. The use of the double house has precedent in the neighborhood and the proposed design is compatible in scale and form with the existing development in this area of the City.

4. Sewer, Storm Drain and Water

The sewer, storm drain and water comments have been consolidated in the subdivision review section.

5. Landscaping/Existing Vegetation

The proposed northerly parking area may require the removal of an 18 inch diameter elm tree. The tree is in apparent health and Planning Staff has encouraged the applicant to try to save this feature. Three street trees and spare foundation plantings are proposed. Additional screening of the parking area is recommended and Planning staff has asked City Arborist, Jeff Tarling to evaluate the plan. A condition of approval is recommended.

6. Soils and Drainage

Soils and drainage have been consolidated in the subdivision review section.

7. Exterior Lighting

No lighting information has been provided. The applicant has verbally indicated that the only exterior lighting will be single porch lights at each unit.

8. Fire

The Fire Department has yet to review the proposed development.

9. City Infrastructure

The proposed development will not place any strain on the City infrastructure.

10. Multi-family Development

Site Plan standards require that Multi-family development must:

- a. Complement and enhance the nearest residential neighborhood;
- b. Respect the existing relationship of buildings to public streets;
- c. Integrate open space into the development site;
- d. Provide adequate windows; and,
- e. Screen parking and paved areas from neighboring development.

The Board will need to find whether the proposed development, as guided by the Board's conditions of approval, meets the above standards. Planning Staff has achieved a good working relationship with the applicant, and is prepared to work with them to ensure compliance with all Subdivision and Site Plan requirements and standards

VII. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of plans and material submitted by the applicant and on the basis of information contained in Planning Report #15-00 relevant to the standards of Site Plan and Subdivision Review, the Planning Board finds:

- i. That the proposed development is/is not in conformance with the Subdivision Ordinance of the Land Use Code.

✓ Potential Conditions of Approval:

5-0 Rodriguez, delator

- That the applicant supply condo documents and utility capacity letters for Planning and Corporation Counsel review and approval prior to issuance of a certificate of occupancy.

- That the applicant provide a recordable subdivision plat for Planning Board signature.

- ii. That the proposed development is/is not in conformance with the Site Plan Ordinance of the Land Use Code.

Potential Conditions of Approvals:

- That the applicant provide a revised landscape plan attempting to save the existing tree;
- That the applicant remove or move the storage structure to satisfy City zoning.
- That the applicant supply a revised grading and utility plan for Planning and Public Works staff review and approval.

Attachments:

1. Applicants Written Statements
2. Letter from Steve Bushey, Development Review Coordinator, with Applicant Response
3. Subject Deed
4. Letter of Utility Capacity
5. Letter of Financial Capacity
6. Letters of Technical and Financial Support
7. Revised Preliminary Site Plan
8. Site Sketch
9. Boundary Survey
10. Architectural Plans and Elevations

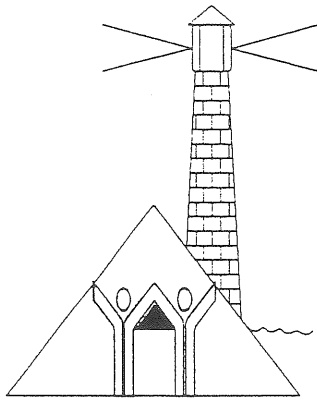
*- That elevation be submitted w/ shed drawings
and articulation of siding, windows, trim
revises landscaping plan*

5-0

Rodriguez i ddy

shown

Habitat for Humanity of Greater Portland...



The Mayo Street Project

Building HOPE in the
New Millennium!!

Habitat for Humanity of Greater Portland
#13-15 Mayo Street
Project Description

Att 1.2

About Habitat for Humanity of Greater Portland...

Habitat for Humanity of Greater Portland is a non-profit, Christian homebuilding ministry, which is an official affiliate of *Habitat for Humanity, International*. *Habitat for Humanity* is a Christian homebuilding organization committed to the elimination of substandard housing by building simple, decent and affordable homes in partnership with people in need. *Habitat for Humanity* is not a charity in the traditional sense of the word. *Habitat* works in partnership with people in need and provides an opportunity for low income families to realize the benefits and the blessings of home ownership. *Habitat* homeowners are required to log 500 hours of *sweat equity* which becomes the families downpayment on their *Habitat* house. At closing *Habitat for Humanity* provides a no interest 20 year mortgage, which makes home ownership a reality for families which would not qualify for a conventional home mortgage. Construction of a *Habitat* house is made possible through the generous financial and material donations from individual and corporate partners who share *Habitat's* vision of a community free from the darkness of substandard housing. The greater Portland affiliate has been building houses in partnership with people in need of shelter since 1985. By the end of 1999 the Portland affiliate will have constructed a total of 26 homes in the area. A copy of *Habitat for Humanity, International* brochure and a statement summarizing the history of the Greater Portland affiliate are attached.

Community Support for Habitat/Greater Portland...

At the heart of the *Habitat* concept is a serious commitment to developing partnerships with churches, businesses, philanthropic organizations and individuals that share *Habitat's* vision of a world free of the scourge of substandard housing. This mission of the organization is ambitious...some would say audacious...the total elimination of substandard housing from the face of the planet. We recognize that the only way in which this goal will be achieved is by working together in a spirit of mutual respect and partnership with any individual or organization which shares our vision. Our greatest asset as a non-profit organization has been our faithful volunteers who provide the people power and the financial resources that enable us to accomplish our mission. Each year we engage hundreds of local and out of state volunteers at our various construction sites. Financial resources come from a variety of sources. Each year an annual giving campaign generates approximately \$35K and a series of *Eastertime Walks* raise in excess of \$45K. An aggressive program to develop a series of corporate sponsorships is currently under way. At the center of this program is an exciting new partnership with *Hancock Lumber Company* which was negotiated in early 1999. *Hancock Lumber* will be providing all the building materials for one *Habitat* house each year and will provide our organization with an opportunity to purchase construction materials at *Hancock's* cost plus ten percent. It is estimated that the *Hancock* donation alone is valued at in excess of \$30K annually. In addition to *Hancock Lumber*, corporate partnerships have been negotiated with a number of other local businesses including *Home Depot*; *Leavitt Earthworks*; *Rhodes Concrete*; *Chase Excavating*; *Dead River Oil Company*; *P and K Sand and Gravel*; *Coleman Excavating*; *Redlon and Johnson*; *Handyman Equipment Rental* and area *Walmart* department stores.

Introduction: The Mayo Street Project...

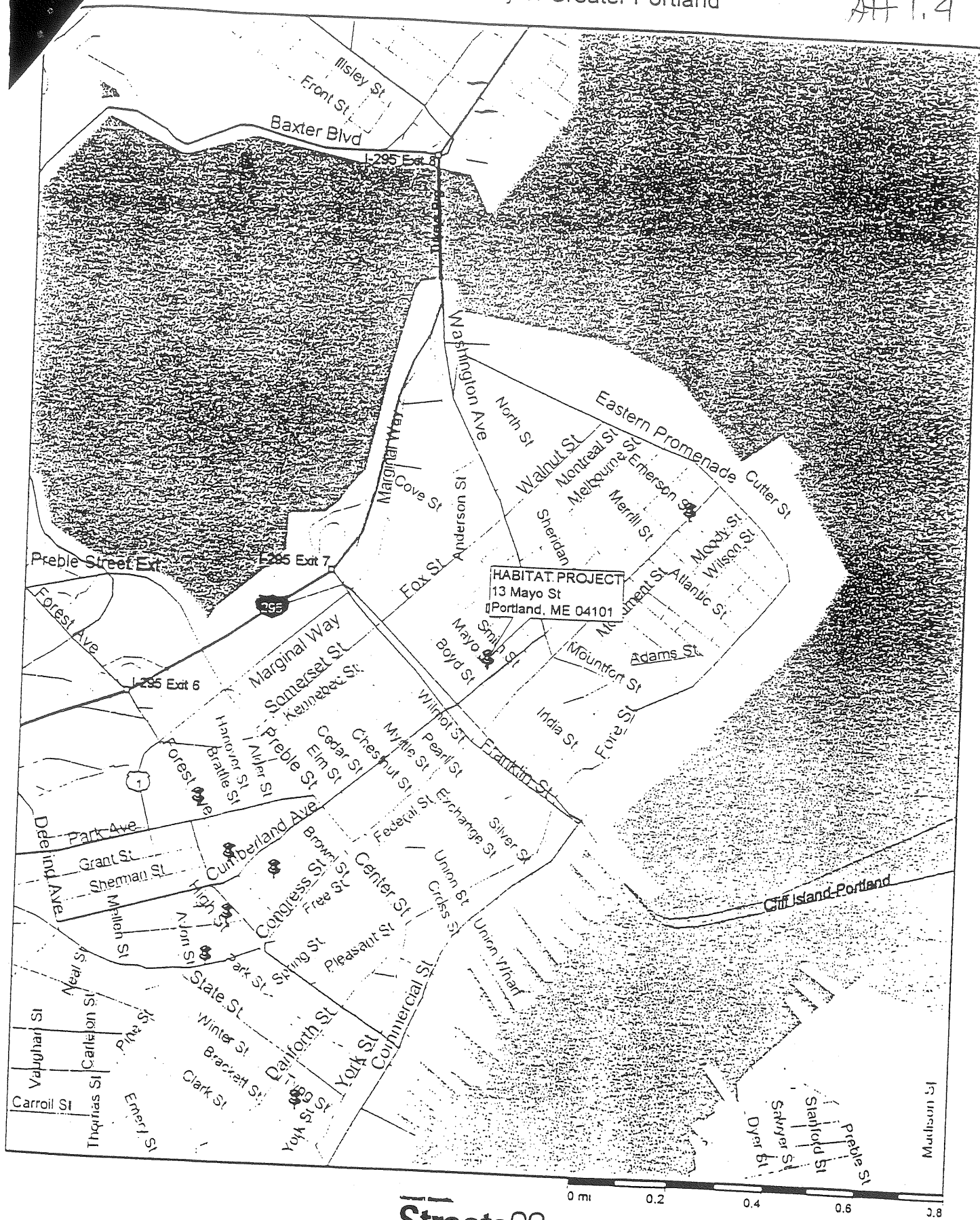
The proposed construction of three town house units on #13-15 Mayo Street in the Peninsula section of Portland will provide the principle construction project for *Habitat for Humanity of Greater Portland* for the year 2000 (the first year of the new millenium and the 16th year of *Habitat for Humanity's* involvement and presence in the Greater Portland area). This exciting project is possible as a result of a generous donation of two contiguous and buildable lots which were donated to *Habitat/Greater Portland* affiliate by the Honorable Judge William Childs, Jr. The inability to secure buildable lots in the city of Portland has, in the past, jeopardized *Habitat's* sincere desire to build simple, decent and affordable houses in the city of Portland. We are pleased that this project will enable us to address the urgent need for affordable housing in Portland and, at the same time, to take a significant step forward in our mission which is the elimination of substandard and poverty housing from the greater Portland area.

Att 1.3

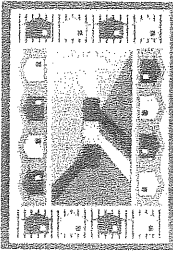
The Project Plan:

The site plan calls for the construction of three, two story townhouse units with off-street parking spaces and some common open space in the backyard. Each unit would include three bedrooms, one bath and a kitchen, livingroom, diningroom and storage space (each unit would be approximately 1100 square feet). The projected cost of the project would be approximately \$170,000.00. Funding for the project would come from a variety of sources. We anticipate that our principal partners for the project to be *Hancock Lumber Company* (they will donate all of the building materials for one unit) the six Lutheran congregations of the Greater Portland area, *Lutheran Social Services of Maine* and *Lutheran Camp Calumet* (this coalition of Lutherans will provide labor and some financial support for the construction of one unit). We are pleased to announce that the *City of Portland*, the *Libra Foundation*, the *Maine Mortgage Bankers Association* and the *Aid Association for Lutherans* have committed \$50K, \$10K, \$10K and \$20K respectively to the total cost of the Mayo Street Project. Additional funding from a variety of sources will be sought to complete the project. It is expected that the Mayo Street site will be prepared and ready for construction by late spring/early summer of 2000. Completion of the project has been targeted for November of 2000.

Habitat for Humanity...where HOPE is the Foundation for every House we Build!!



Streets98



HABITAT FOR HUMANITY

OF GREATER PORTLAND

P.O. BOX 10505, PORTLAND, ME 04104

PHONE: 772-2151 FAX: 791-7822

E-MAIL: hfhgp@gwi.net

Friday, May 05, 2000

Habitat will fully comply with the Portland Code Requirements, Article IV, Subdivisions. To date, we have addressed the Code requirements in the following manner.

Sec. 14-495 Procedure for Approval of a Subdivision

(a) Application for approval:

Habitat will provide for submission, a subdivision plat, vicinity sketch, and construction drawings. A recording plat will be prepared by Owen Haskell, Inc., Professional Surveyors.

(c) Engineering Requirements

1. Habitat has been meeting with the Public Works Department, Bill Needleman, and Steve Bushy, and others, to insure that Habitat will meet all City of Portland Code requirements. A professional engineer will provide a certified engineering plan for the project.

SITE REVIEW/PRE APPLICATION

Response to PORTLAND CODE: Item (c) Written statements

Habitat for Humanity of Greater Portland Maine, located at 565 Congress Street, Suite 305, Portland Maine, proposes to construct three, single family homes on Lots 13 and 15 on Mayo Street. Each unit will include three bedrooms, one bath, kitchen, living room, dining room, and storage area. Each unit will consist of approximately 1100 square feet, and will be connected to existing city sewer, and water and gas services. The proposed cost of the project will be between \$170,000 and \$200,000.

- (1) Three single family dwellings
- (2) 9495 Square feet (see survey)
- (3) See deed and survey. No apparent easements of record.
- (4) Typical construction waste generated by construction of three single family dwellings.
- (5) See survey.
- (6) Gravity drainage to street.
- (7) See construction plans and construction schedule.
- (8) See demolition call list.
- (9) See copy of most recent Habitat for Humanity audit statement. Habitat has, over the past 15 years, constructed homes and housed 26 families in the Greater Portland area.
- (10) See deed
- (11) None

Att 2.1

From: "Steve Bushey" <srbushey@maine.rr.com>
To: "william needleman" <wbn@ci.portland.me.us>
Date: Tue, May 2, 2000 11:22 AM
Subject: Habitat for Humanity-Mayo St.

Bill,

I have reviewed the plan submission for the above project and provide the following comments.

1. The plan should be revised to include layout geometry for the parking areas and other site features. The setback dimensions are not sufficient to allow proper construction layout.
2. The plan should be revised to include proposed grading and spot grades around the buildings. The grading should be sufficient to determine drainage patterns around the structures.
3. The proposed water and sewer services need to be installed in separate trenches. The sewer service may require an onsite manhole if the three units are to be connected to a single service out to the street.
4. Sewer invert data must be provided.
5. The plan seems to indicate a new curb opening will be required. Public Works should comment on this and any sidewalk repairs needed.
6. What type of structure is the storage building?
7. What will happen to the existing wood frame structure and foundation?
8. The applicant should get ability to serve letters from the appropriate utilities, including any provisions for sewer connection impact fees.
9. the site's electric service should be shown. Will it be underground?
10. What will the proposed landscaping consist of?

if you have any questions regarding my comments please call.
Steve Bushey

CC: "alex jaegerman" <ajj@ci.portland.me.us>

AH 2.2

Pursuant to a meeting with Bill Needleman, and Steve Bushey on May 4, 2000, Habitat has addressed, in preliminary form, the comments submitted by Mr. Bushey to Mr. Needleman, in memo dated May 2, 2000. The items are addressed as follows:

1. The plan will show geometry, setbacks grading, sewer and water service details, and inverts, as called for in items 1 through 4.
2. Public Works will be contacted for the requirements for curb cuts and sidewalk repair as called for in item 5.
3. The storage structures will be frame construction and the locations to be determined, and will follow setback specifications, a concern expressed in item 6.
4. The existing structure has been demolished and debris removed from site, in accordance with all state and local requirements. (item 7)
5. Habitat is acquiring the serve letters from the appropriate utilities. We currently have letters from Central Maine Power and Portland Water District. (item 8)
6. Preliminary discussion suggests that underground service to Unit 3, and overhead to Units 1 and 2. (item 9)
7. A planting buffer strip will be provided along the northerly property line adjacent to the proposed drive, the drive location will preserve the existing 18" elm tree. Additionally, our landscape plan will consist of a combination of trees and shrubs as recommended by the city of Portland arborist. Locations will be shown on a landscape site plan. (item 10). Jeff Tarling has been contacted to advise us as to best preserve the elm tree.

AA # 3.1

SHORT FORM QUITCLAIM DEED WITH COVENANT

William H. Childs of Portland, Maine, FOR CONSIDERATION PAID, hereby grants to Habitat for Humanity/Greater Portland, Inc., of Portland, Maine, WITH QUITCLAIM COVENANTS, the following described real property located in Portland, County of Cumberland and State of Maine:

See Exhibit "A" attached hereto

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Charles W. Poole and Orpha N. Poole dated January 30, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9070, Page 53.

IN WITNESS WHEREOF, William H. Childs has caused this instrument to be executed this 31 day of October, 1999.

WITNESS

Mary Cardona

William H. Childs
William H. Childs

STATE OF MAINE
Cumberland, ss.

October 31, 1999

Personally appeared the above named William H. Childs and acknowledged the foregoing instrument to be his/~~her~~ free act and deed,

Before me,

Sandra J. Twombly
Notary Public/Attorney at Law

Sandra J. Twombly
print name

My Commission Expires: 2/24/06

T:\HABITAT\Mayo Street\childs quitclaim deed.wpd

Att 3.2

EXHIBIT A

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

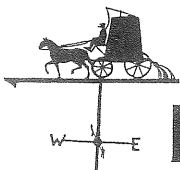
Beginning at the southwesterly corner of land now or formerly of Emma A. Orne on said northeasterly side of Mayo Street; thence running southeasterly by said Mayo Street about forty-three (43) feet to the land now or formerly of John T. Fagan; and from these two points extending back northeasterly, holding the same width and adjoining said Fagan land on the Southeast and said Orne land on the Northwest, a distance of one hundred ten (110) feet to a fence, being lot numbered 13 and 15 on said Mayo Street according to the Revaluation Plans of the City of Portland for the year 1882.

Also adjoining land #17-19 Mayo Street, in said Portland, described as follows:

A certain lot or parcel of land situated on the northeast side of said Mayo Street and bounded and described as follows:

Beginning at the southeast corner of land of Ellan Fickett; thence southeasterly by the northeasterly side of Mayo Street forty-three (43) feet to a fence and thence northeasterly holding the width of forty-three (43) feet from said Fickett's land one hundred ten (110) feet, more or less, to a fence; thence by said fence northwesterly forty-three (43) feet to land of said Fickett; thence by said Fickett's land southwesterly one hundred ten (110) feet, more or less, to the bounds begun at, containing forty-seven hundred thirty (4730) square feet, more or less.

Att 411



Portland Water District

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

(207) 774-5961
FAX (207) 761-8329
www.pwd.org

May 3, 2000

Mr Steve Bolton
Habitat for Humanity of Greater Portland
PO Box 10505
Portland, Me 04104

Re: 13-15 Mayo St.- Portland

Dear Steve

This letter is to confirm there should be an adequate supply of clean and healthful water to serve the needs of the proposed condo project at 13-15 Mayo street in Portland. Checking District records, I find there is a 6" water main on the far side of the street in Mayo Street.


The current data from the nearest hydrant indicates there should be adequate capacity of water.

Hydrant Location: Mayo St. 250' north of Oxford St.
Hydrant # 247
Static pressure = 94 PSI
Flow = 1384GPM
Last Tested = 7/9/91

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

To:	STEVE BOLTON	Date:	5/3/00	 Portland Water District 225 Douglass St. • Portland, ME 04102 (207) 774-5961 • Fax (207) 761-8307
Co.	Habitat For Humanity	# of Pgs.	1	
Dept.		From:	JIM PANDISCIO	
Fax No.	791-7827	Phone #	774-5961	EXT 3006

AH 4.2



Central Maine Power
162 Canco Road, Portland, Maine 04103

1-800-750-4000

May 4, 2000

Mr. Steve Boulton
Habitat for Humanity of Greater Portland
565 Congress Street
Portland, Maine 04101

RE: 13-15 Mayo Street
Portland

Dear Mr. Boulton:

As a follow-up to a telephone call from your office of this date, please be advised that Central Maine Power Company will service three (3) new houses at the above noted location.

If you have any further questions, please do not hesitate to contact us.

Sincerely,

Joseph A. Purington
Portland Service Center Manager

JAP/lb

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

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Statement of Functional Expenses	4
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Notes to Financial Statements	6 through 8

OTIS, ATWELL & TIMBERLAKE

Professional Association
CERTIFIED PUBLIC ACCOUNTANTS

James C. Otis, C.P.A., CFP
Stephen W. Atwell, C.P.A.
Bruce E. Fritzsos, C.P.A.
Thomas J. Gioia, C.P.A.

980 Forest Avenue
Portland, Maine 04103
(207) 797-0990
FAX (207) 797-8618

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Habitat for Humanity of Greater Portland

We have audited the accompanying statement of financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of Habitat for Humanity of Greater Portland's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles.

Otis, Atwell & Timberlake, P.A.
Certified Public Accountants

January 4, 2000
Portland, Maine

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF FINANCIAL POSITION

June 30, 1999

ASSETS

Cash (Note 4)	\$ 110,964
Mortgage Notes Receivable (Notes 2 and 3)	343,594
Office Equipment, Net of Accumulated Depreciation of \$2,704	1,707
Construction in Progress (Note 3)	308,364
TOTAL ASSETS	<u><u>\$ 764,629</u></u>

LIABILITIES AND NET ASSETS

Accounts Payable	\$ 2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	575
Escrow Deposits Liability	41
Deferred Interest (Note 3)	4,457
Long-term Debt (Note 3)	75,071
Total Liabilities	<u>91,036</u>
Net Assets	
Unrestricted	650,255
Temporarily Restricted	23,338
Total Net Assets	<u>673,593</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 764,629</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 1999

Changes in Unrestricted Net Assets:	
Revenue and Other Support:	
Grant Revenue	\$ 22,714
Donations	60,564
Fundraising	54,088
Tenant Rent	12,411
Gain on Sales of Property	5,071
Interest Income (Note 2)	23,084
Miscellaneous	403
Total Revenue and Other Support	<u>178,335</u>
Expenses:	
Construction	49,919
Management and General	67,443
Fundraising	17,911
Total Expenses	<u>135,273</u>
Increase in Unrestricted Net Assets	<u>43,062</u>
Changes in Temporarily Restricted Net Assets:	
Interest Income	2,522
Interest Expense	(1,740)
Increase in Temporarily Restricted Net Assets	<u>782</u>
Increase in Net Assets	43,844
Net Assets - Beginning of Year	<u>629,749</u>
Net Assets - End of Year	<u>\$ 673,593</u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

Statement of Functional Expenses

For the Year Ended June 30, 1999

	Construction	Management and General	Fundraising	Total
Salaries, Wages and Benefits	\$ -	\$ 18,131	\$ 12,088	\$ 30,219
Staff Training	-	525	-	525
Materials and Supplies	-	915	3,802	4,717
Advertising	-	1,021	-	1,021
Telephone	-	2,288	-	2,288
Maintenance and Repairs	4,494	57	-	4,551
Postage	-	4,554	4	4,558
Insurance	-	1,537	-	1,537
Tithe	-	26,328	-	26,328
Rent	-	500	-	500
Other	-	9,049	2,017	11,066
Mortgage Subsidies	45,425	-	-	45,425
Loss on Disposal of Equipment	-	1,120	-	1,120
Total Expenses Before Depreciation	49,919	66,025	17,911	133,855
Depreciation of Equipment	-	1,418	-	1,418
Total Expenses	\$ 49,919	\$ 67,443	\$ 17,911	\$ 135,273

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 1999

Cash Flows from Operating Activities:	
Change in Net Assets	\$ 43,844
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	1,418
Donated Land	(4,364)
Mortgage Subsidies	45,425
Imputed Interest Income	(23,049)
Gain on Sales of Property	(5,071)
Loss on Disposal of Equipment	1,120
Deferred Interest	1,740
Changes in Operating Assets and Liabilities:	
Payments on Mortgage Notes Receivable	32,498
Accounts Payable - Construction	2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	(675)
Escrow Deposits Liability	11,949
Net Cash Provided by Operating Activities	<u>115,727</u>
Cash Flows from Investing Activities:	
Construction Costs	(116,160)
Net Cash Used by Investing Activities	<u>(116,160)</u>
Cash Flows from Financing Activities:	
Long-term Debt Proceeds	8,571
Payments on Long-Term Debt	(2,000)
Net Cash Provided by Financing Activities	<u>6,571</u>
Net Increase in Cash	6,138
Cash at Beginning of Year	104,826
Cash at End of Year	<u><u>\$ 110,964</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization - Habitat for Humanity of Greater Portland (Habitat) is a southern Maine chapter of Habitat for Humanity International, a national organization whose mission is to provide housing to low income individuals.

Habitat's volunteers seek donations of land, labor and materials for the construction of modest homes. Habitat conducts fundraising activities to raise the funds necessary for the purchase of other materials for the homes and to pay the wages of a construction supervisor.

The completed homes are sold at Habitat's cost to deserving families. Habitat finances the purchase price interest free.

Method of Accounting - The financial statements of the Corporation are prepared on the accrual basis of accounting, and include only those assets, liabilities and results of operations which relate to the business of Habitat for Humanity of Greater Portland.

Restricted Net Assets - Habitat for Humanity of Greater Portland reports gifts of cash, land and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Property, Plant and Equipment - Property and equipment are recorded at cost or fair value if contributed and are being depreciated using the modified accelerated cost recovery system. Repairs and maintenance are expensed and betterments and additions are capitalized as incurred. When assets are retired or disposed of, their costs and related accumulated depreciation are removed from the accounts and the resulting gains and losses are reflected in income.

Income Taxes - No provision for taxes on income is made in the Corporation's financial statements since, as a not-for-profit corporation, it is exempt from income taxes under Internal Revenue Code 501(c)(3).

Cash - For purposes of reporting cash flows, cash includes cash on hand and amounts due from banks.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

Construction of Homes - Land and the majority of labor required for a project are donated to Habitat. It then purchases materials for the construction of homes for the indigent. Construction in progress represents the cost of materials used for home construction and the fair market value of donated land.

Sale of Homes - As indicated above, the homes are sold to qualified individuals at cost in exchange for noninterest bearing notes. Furthermore, the homes are subject to a second mortgage. The amount of the second mortgage is the difference between the fair market value of the home and the first mortgage. No payments are required on the second mortgage and its term is the same as the first mortgage. The second mortgage is intended to discourage the homeowner from obtaining a windfall by the prompt resale of a home prior to expiration of the term of the first mortgage.

The mortgage subsidy expense account represents a reduction in the face amount of the mortgage receivable. This occurs for homes sold during a year and is a result of imputing interest at market rates on the noninterest bearing mortgages.

Donated Services - A substantial number of volunteers have made significant contributions of their time to Habitat's programs and support services. The value of this contributed time is not reflected in the statements since it is not subject to objective measurement or valuation and will not be realized on sale of the property.

Valuation of Mortgages Receivable - For mortgages receivable held by Habitat which did not bear interest, Habitat records the discounted present value of these notes at a market rate at the time of the transaction and imputes interest income ratably over the term.

NOTE 2 - MORTGAGE NOTES RECEIVABLE

Mortgage notes receivable consist of noninterest bearing mortgage notes with area low-income families. Each mortgage note is secured by the related real estate. Repayment is made in monthly installments over the term of the related notes.

The amounts presented in the statement of financial position as of June 30, 1999 are net of unamortized discount resulting from the imputation of interest at a rate of 8.5%.

Mortgage Notes at Face Value	\$ 701,755
Less Unamortized Discount Based on Imputed Interest	358,161
	\$ 343,594

Interest income recognized on the mortgage notes receivable during the year ended June 30, 1999 was \$23,049.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)

NOTE 3 - LONG-TERM DEBT

Long-term debt at June 30, 1999 is presented below.

Note Payable - Portland Housing Development Corp. - This note is noninterest bearing and payable in annual installments of \$1,000 through December 2010 and is secured by real estate.	\$ 12,000
Note Payable - Cumberland County Affordable Housing Venture - This note is noninterest bearing and payable in annual installments of \$1,000 through October 2009 and is secured by real estate.	11,000
Note Payable - Habitat International - This note is noninterest bearing and payable in monthly installments through May 2003.	3,571
Note Payable - Seigars - This note is noninterest bearing and payable in monthly installments of \$500 through April 2000.	5,000
Notes Payable - Town of Windham - Three notes bearing interest at 4% per annum maturing in 2016 and 2017. No payments are required so long as the owners of the premises securing the notes are qualified affordable homebuyers as defined in the mortgages. All principal and interest (which is being deferred) will be forgiven at maturity if the terms of the notes are met.	43,500
	<u>\$ 75,071</u>

Maturities of long-term debt at June 30, 1999 are as follows:

2000	\$ 8,068
2001	3,068
2002	3,068
2003	2,367
2004	2,000
Thereafter	56,500
	<u>\$ 75,071</u>

NOTE 4 - CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the corporation to concentrations of credit risk consist principally of checking and savings accounts with banks. At June 30, 1999, the corporation had cash on deposit with banks of \$114,465, of which \$105,444 was insured by the FDIC and the remaining \$9,021 was uninsured.

Att 6.1

TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.

Counselors at Law
Three Canal Plaza
P.O. Box 15060
Portland, Maine 04112-5060

Bruce M. Tompkins
Lawrence R. Clough
David M. Hirshon
Leonard W. Langer
Marshall J. Tinkle*

Tel: (207) 874-6700
Fax: (207) 874-6705
E-Mail: lrclough@tchl.com

* also licensed in MA and DC

May 3, 2000

Rev. David L. Snyder, Executive Director
HABITAT FOR HUMANITY
P.O. Box 10505
Portland, ME 04104

Re: Mayo Street Condominium, Portland, Maine

Dear David:

This is to confirm that my willingness to assist Habitat for Humanity with its Mayo Street Condominium project. I have reviewed the preliminary site plan and building plans which you were able to provide.

As you know a few years ago I worked with Habitat for Humanity on the Tate Street Condominium project, and I am pleased to be able to continue this relationship. I have been involved significantly in excess of a hundred condominium projects over the years and continue to represent a number of associations, but I particularly enjoy working with Habitat for Humanity.

Sincerely yours,



Lawrence R. Clough

LRC/tjs

One Portland Square
P.O. Box 9540
Portland, ME 04112-9540

1-800-462-3666
Tel: 207-761-8500
Internet: www.peoplesheritage.com

Att 6.2

May 4, 2000



Mr. Joseph Gray, Director
City of Portland Planning Department
389 Congress Street
Portland, ME 04101

Dear Joe:

I am writing to inform you that I met with David Snyder, Executive Director for Habitat For Humanity with regard to Habitat's project on Mayo Street, Portland, ME. David informed me that the City of Portland will require either a cash escrow account or a letter of credit posted to cover the items considered public improvements.

The bank is working with Habitat to provide either the escrow account or letter of credit for the project. Once the project has received all approvals and the amount of the guarantee is determined, the bank will be in a position to finalize its transaction with Habitat and provide the required guaranties.

Please do not hesitate to call me should you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Richard A. Blake".

Richard A. Blake
Senior Vice President

cc: David Snyder

m Moore\tempor\habitat



CITY OF PORTLAND

12 December 2000

Steve Bushey,
Leavitt Earthwork Company, Inc.,
P.O BOX #703,
Standish, Maine. 04084

**RE: The Capacity to Handle Wastewater Flows, from the
Proposed Mayo Street "Habitat for Humanity" Project**

Dear Mr. Bushey:

The existing twelve-inch polyvinyl chloride (PVC) sanitary sewer pipe located in Mayo Street has adequate capacity to transport the anticipated wastewater flows of 990 GPD, from your proposed project. The Portland Water District sewage treatment facilities, located off Marginal Way, have adequate capacity to treat the anticipated wastewater flows of 990 GPD.

<u>Anticipated Wastewater Flows from the Three Proposed "Habitat for Humanity" Units</u>	
2 Proposed Three-Bedroom Units @ 270 GPD/Unit	= 540 GPD
1 Proposed Five-Bedroom Unit @ 450 GPD/Unit	= 450 GPD
Less Previous Unit Use @ 850 GPD/Unit	=(850) GPD
Total Proposed Increase in Wastewater Flows for this Project	= 140 GPD

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

If I can be of further assistance, please call me at 874-8832.

Sincerely,
CITY OF PORTLAND

Frank Brancely
Frank J. Brancely, BA, MA
Senior Engineering Technician

FJB/hld

- cc: Joseph E. Gray, Director, Department of Planning, & Urban Development, City of Portland
- ✓ William Needleman, Planner, Dept. of Planning & Urban Development, City of Portland
- Katherine A. Staples, PE, City Engineer, City of Portland
- Bradley Roland, PE, Environmental Projects Engineer, City of Portland
- Anthony W. Lombardo, PE, Project Engineer, City of Portland
- Stephen K. Harris, Assistant Engineer, City of Portland
- Desk File

From: Anthony Lombardo
To: William Needleman
Date: Wed, May 31, 2000 6:11 AM
Subject: Re: 13-15 Mayo St

Bill,
4 hours @ \$35/hr. = \$140

>>> William Needleman 05/30 3:55 PM >>>
Please send review fees for Habitat. Thanks

OWEN HASKELL, INC.
 Land Surveyors
 16 Casco Street
 PORTLAND, MAINE 04101-2979

LETTER OF TRANSMITTAL

(207) 774-0424
 FAX (207) 774-0511

TO HABITAT FOR HUMANITY
STEVE BOLTON
P.O. BOX 10505
PORTLAND, ME

DATE	5-18-00	JOB NO.	2000-014P
ATTENTION	STEVE BOLTON		
RE:	MAYO ST. PROJECT		
	PORTLAND, ME		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
3	5-17-00	1	FINAL SUBDIVISION PLAN MAYO STREET (PRELIMINARY)

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

PLEASE DELIVER 2 COPIES TO BILL NEEDLEMAN
FOR HIS REVIEW. WE WILL FINALIZE THE
MYLAR FOR CITY APPROVAL ONCE BILL HAS APPROVED
THIS PRELIMINARY. IF BILL COULD MARK UP ONE
OF THE COPIES & RETURN IT TO US, WE COULD
PROCEED.

COPY TO _____

SIGNED: John P.R. Cyr

If enclosures are not as noted, kindly notify us at once.

ection Services
hanel J. Nugent
ager



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

Congratulations!!!!!!

Site Review Pre-Application Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling or Commercial Structures and Additions Thereto

As an applicant for Site Review, you are about to enter into a relationship with our Office. We welcome any questions, comments or suggestions that will make the process more efficient. Attached you will find an application and some samples of the submissions you will provide at application time. Please read **ALL** of the information and if you need any further assistance please call 874-8703 or 874-8693.

- ATTACH
- ① site Plan ✓
 - ② Survey ✓
 - ③ Deed ✓
 - ④ Pre Demo check List ✓ w/ Sewer Permit ✓
 - ⑤ Construction schedule ✓
 - ⑥ WRITTEN STATEMENT ✓
 - ⑦ MAYO STREET PROJECT DESC. ✓
 - ⑧ 1999 FINANCIAL STATEMENT ✓

**Site Review Pre-Application
Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling
or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

NOTEIf 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.**

Applicant
HABITAT FOR HUMANITY OF GREATER PORTLAND

Application Date
4/18/00

Applicant's Mailing Address
P.O. Box 10505, Portland ME 04104

Project Name/Description
MAYO ST. / 3 SF. Homes
Address Of Proposed Site
13-15 MAYO ST. PORTLAND, ME 04104

Consultant/Agent
N/A

Applicant/Agent Daytime telephone and FAX

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 Other(Specify) _____

3300 ± 3
Proposed Building Square Footage and /or # of Units

7/8 ACRES
Acreage of Site

R6
Zoning

You must include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
 - 2) 7 sets of Site Plan packages containing the information found in the attached sample plans and checklist. 2 Extra Site Plans
- (Section 14-522 of the Zoning Ordinance outlines the process, copies are available for review at the counter, photocopies are \$ 0.25 per page)

I hereby certify that I am the Owner of record of the named property, or that the proposed work is authorized by the owner of record 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 an approval for the proposed project or use 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 approval at any reasonable hour to enforce the provisions of the codes applicable to this approval.

Signature of applicant: 	Date: <u>April 19, 2000</u>
---	-----------------------------

Site Review Fee: Major \$500.00 Minor 400.00

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

Housing & Neighborhood Services Division
Mark B. Adelson
Director



Dept. of Planning and Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

To Applicants for Development in Portland:

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances:

The Application Fee covers general planning and administrative processing costs, and is paid at the time of application for review.

Upon receipt of an application for development, an Engineering Review Fee will be assessed. This fee is assessed by the Planning Office engineer 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 substantial progress in the review of development can take place. The Planning Office will mail an invoice for this fee, usually within a week of receipt of an application for review.

A Performance Guarantee letter of credit or escrow account 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 civil engineering. The Planning Office will provide a work sheet for figuring the amount of the performance guarantee, as well as model language for the guarantee instrument.

An Engineering Inspection Fee must also be submitted to cover inspections to insure sites are developed in accordance with the approved plan and adhere to required erosion and sedimentation controls. The inspection fee is 1.7% of the performance guarantee amount, or as assessed by the planning or public works engineer. Minimum inspection fees are \$100 for single and two family homes, and \$300 for all other development, unless no site improvements are proposed. At least four site visits are typical, at the outset of construction when the site is "opened", before pouring foundation, at time of paving, and at completion prior to issuance of a Certificate of Occupancy. Public Works inspects streets and utilities, 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.) No building permit will be issued until the performance guarantee and inspection fee are received.

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, including a full winter season, elapses. Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices.

These costs are a necessary part of the City of Portland land development review program. We strive to make the review process as fair, efficient, and economical as possible for all concerned. Please contact me or the planner assigned to your project for further information and guidance about how to navigate smoothly through this process. We are always interested in feedback as to the quality and responsiveness of the development review services we provide.

Alexander Jaegerman, AICP
Chief Planner

Portland Planning Office
 Development Review and Rezoning Fee Schedule
 Effective June 1998

APPLICATION FEES:

- Major Development Application (More than 10,000 sq. ft.) (Parking area - 50 spaces or more) \$500.00
- Minor Development Application (Less than 10,000 sq. ft.) \$400.00
- Minor-Minor Site Plan Application \$200.00
- Subdivision Application \$25.00/lot
- PRUD Application \$500.00 + \$25.00/lot

ENGINEERING FEES:

- Engineering Review Fee Assessed by Engineer
- Engineering Inspection Fee 1.7% of Performance Guarantee or as assessed by Planning or Public Works Engineer, but minimum of \$300.00
- Single Family Engineering Inspection Fee \$100.00

PERMIT FEES:

- Building Permit Fee (Based on cost of work - estimated cost of labor and materials) \$25.00 for the first \$1,000.00 (\$5.00 per additional \$1,000.00)

	<u>1-25 Units</u>	<u>26-50 Units</u>	<u>51-75 Units</u>	<u>75 & Over</u>
Residential Zones	\$350.00	\$400.00	\$450.00	\$500.00
Nonresidential Zones	\$350.00	\$400.00	\$450.00	\$500.00
	0-15,000 sq. ft. or 0-5 acres (whichever is less)	15,000-30,000 sq. ft. or 6-10 acres (whichever is less)	30,000-45,000 sq. ft. or 10-15 acres (whichever is less)	45,000-60,000 sq. ft. or 15-20 acres (whichever is less)

- Legal Advertisements (one for workshop and one for public hearing) percent of total bill
- Notices (one for workshop and one for public hearing) 40 cents each
- Text Amendments \$300.00

- g. Location and dimensions of on-site pedestrian and vehicular accesses, parking areas, loading and unloading facilities, designs of ingress and egress of vehicles to and from the site onto public streets, and curb and sidewalk lines;
- h. Landscape plan showing location, type, quantity and approximate size of plantings, areas of existing vegetation to be preserved, preservation measures to be employed, and details of planting and preservation specifications;
- i. Location and dimensions of all fencing and screening;
- j. Location and intensity of outdoor lighting system;
- k. Location of fire hydrants, existing and proposed;
- l. If a site falls within or in proximity to an area shown on the United States Department of the Interior National Wetlands Inventory or within or in proximity to an area indicating hydric soils as shown on the Soil Conservation Service Soil Survey of Cumberland County or shows other evidence of the existence of wetlands as defined by the Natural Resources Protection Act and based on the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, a copy of which is on file in the department of planning and urban development, a delineation of wetlands boundaries prepared by a qualified professional shall be included on the plan or a written statement from a qualified professional that no wetlands exist on the site shall be submitted with the site plan. Development activities requiring written permits from federal or state agencies shall be submitted to the building authority prior to construction;
- m. Location of test pits and test borings;
- n. Location and details of all temporary and permanent erosion and sedimentation control measures.

(3) In the case of a change of use of an existing building, the planning authority or the board may waive required submissions as to the exterior of the building or to the lot if there are no exterior or outside changes proposed or required.

(c) *Written statements.* All site plans shall be accompanied by a written statement by the applicant that shall set forth the names and addresses of all owners of the parcels proposed to be developed and the estimated cost of the development. The applicant shall also provide written statements containing the following:

- (1) A description of the proposed uses to be located on the site, including quantity and type of residential units, if any; *3 Single Family Dwellings*
- (2) The total land area of the site and the total floor area and ground coverage of each proposed building and structure; *See plans.*
- (3) General summary of existing and proposed easements or other burdens now existing or to be placed on the property; *See Deed.*
- (4) The types and estimated quantities of solid waste to be generated by the development; *TYPICAL for 3 Single Family Homes.*
- (5) Evidence of the availability of off-site facilities including sewer, water and streets; *Ref: See Deed and Plan - See plans.*

- (6) A narrative describing the existing surface drainage on the site and a stormwater management plan indicating measures which will be taken to control surface water runoff; *Seeding to find recession control*
- (7) A construction plan outlining the anticipated sequence of construction of the major aspects of the proposed project, including without limitation roads, retention basins, sewer lines, seeding and other erosion control measures, and pollution abatement measures, and also setting forth the approximate dates for commencement and completion of the project; *schedule + plans*
- (8) A list of all state and federal regulatory approvals to which the development may be subject, the status of any pending applications, and the anticipated time frame for obtaining such permits or that a determination of no jurisdiction from the agency will be requested; *see demo list*
- (9) Evidence of financial and technical capacity to undertake and complete the development including, but not limited to, a letter from a responsible financial institution stating that it has reviewed the planned development and would seriously consider financing it when approved, if requested to do so; *N/A why*
- (10) Evidence of the applicant's title, right, or interest in the property, including without limitation deeds, leases, purchase options or any other documentation;
- (11) A narrative describing any unusual natural areas, wildlife and fisheries habitats, or archaeological sites located on or near the project site and a description of the methods that will be used to protect such areas or sites. *N/A*

(d) *Approval or disapproval.* Within ninety (90) days after receipt of a complete final site plan or applicable component plans and accompanying statements for minor development, except a two-family dwelling which is not subject to the provisions of section 14-117(1)a, the planning authority shall approve or disapprove the plan and shall advise the building authority and applicant in writing of its action. The planning authority shall approve or disapprove a plan for a two-family dwelling which is not subject to the provisions of section 14-117(1)a within thirty (30) days of receipt of a complete final site plan or applicable component plans and accompanying statements for minor development. Appeal from a disapproval of or any condition imposed upon such a two-family dwelling by the planning authority shall be taken to the planning board within thirty (30) days of the decision. When a site plan requires approval by the planning board, a public hearing shall be scheduled within ninety (90) days after receipt of a complete site plan, unless such time period is extended in writing by the applicant and the authority. The planning board shall notify the applicant in writing of its approval or disapproval of the project within thirty (30) days after the board's final vote to approve or disapprove the project.

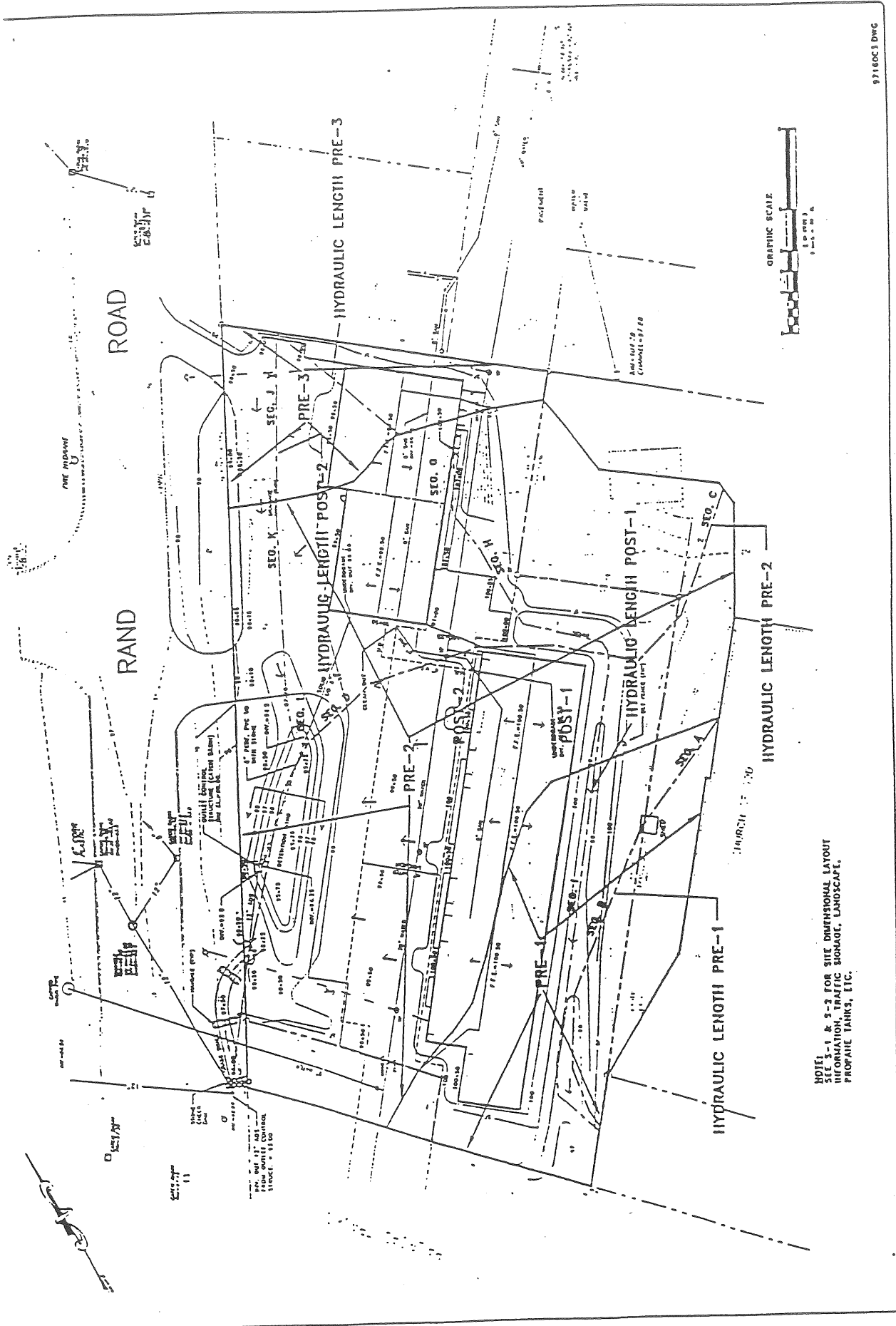
(e) *Approved plan prerequisite to issuance of permits.* No building permit, certificate of occupancy or street opening permit shall be issued until a final site plan, or applicable components thereof, has been approved under this article and a copy of the approved site plan is filed in the office of the building authority and such permit is determined to be consistent with

**CITY OF PORTLAND, MAINE
SITE PLAN CHECKLIST**

Project Name, Address of Project Mayo ST. 13-15 Mayo ST Portland, ME 04104

I.d. Number _____

Submitted () & Date	Item	Required Information	Section 14-525 (b,c)
✓ 4/19/00	(1)	Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including:	1
✓ 4/19/00	(2)	Name and address of applicant and name of proposed development	a
✓ 4/19/00	(3)	Scale and north points	b
✓ 4/19/00	(4)	Boundaries of the site	c
✓ 4/19/00	(5)	Total land area of site	d
✓ 4/19/00	(6)	Topography - existing and proposed (2 feet intervals or less)	e
✓ 4/19/00	(7)	Plans based on the boundary survey including:	2
	(8)	Existing soil conditions	a
	(9)	Location of water courses, marshes, rock outcroppings and wooded areas	b
N/A	(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	c
✓ 4/19/00	(11)	Approximate location of buildings or other structures on parcels abutting the site	d
N/A	(12)	Location of on-site waste receptacles	e
✓ 4/19/00	(13)	Public utilities	e
✓ 4/19/00	(14)	Water and sewer mains	e
N/A	(15)	Culverts, drains, existing and proposed, showing size and directions of flows	e
✓ 4/19/00	(16)	Location and dimensions, and ownership of easements, public or private rights-of-way, both existing and proposed	f
✓ 4/19/00	(17)	Location and dimensions of on-site pedestrian and vehicular accessways	g
✓ 4/19/00	(18)	Parking areas	g
N/A	(19)	Loading facilities	g
✓ 4/19/00	(20)	Design of ingress and egress of vehicles to and from the site onto public streets	g
✓ 4/19/00	(21)	Curb and sidewalks	g
✓ 4/19/00	(22)	Landscape plan showing:	h
✓ 4/19/00	(23)	Location of existing proposed vegetation	h
✓ 4/19/00	(24)	Type of vegetation	h
✓ 4/19/00	(25)	Quantity of plantings	h
✓ 4/19/00	(26)	Size of proposed landscaping	h
✓ 4/19/00	(27)	Existing areas to be preserved	h
N/A	(28)	Preservation measures to be employed	h
N/A	(29)	Details of planting and preservation specifications	h
N/A	(30)	Location and dimensions of all fencing and screening	i
✓ 4/19/00	(31)	Location and intensity of outdoor lighting system	j
✓ 4/19/00	(32)	Location of fire hydrants, existing and proposed	k
✓ 4/19/00	(33)	Written statement	c
✓ 4/19/00	(34)	Description of proposed uses to be located on site	l
✓ 4/19/00	(35)	Quantity and type of residential, if any	l
✓ 4/19/00	(36)	Total land area of the site	b2
✓ 4/19/00	(37)	Total floor area and ground coverage of each proposed building and structure	b2
✓ 4/19/00	(38)	General summary of existing and proposed easements or other burdens	c3
✓ 4/19/00	(39)	Method of handling solid waste disposal	4



9716003 DWG

NOTE:
 1-1 & 2-2 FOR SITE DIMENSIONAL LAYOUT
 SEE 3-3 FOR INFORMATION, TRAFFIC STORAGE, LANDSCAPE,
 PROPANE TANKS, ETC.

Sample Site Review Technical Submissions

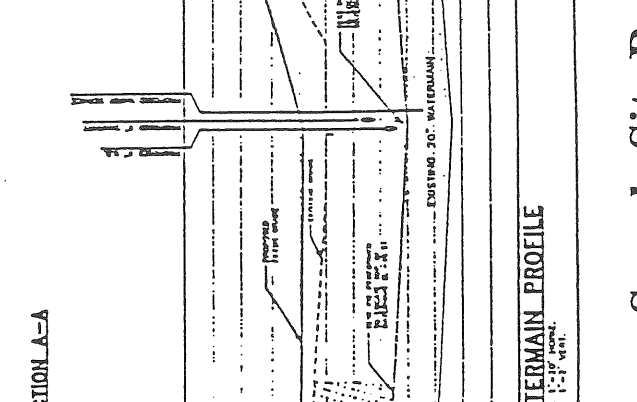
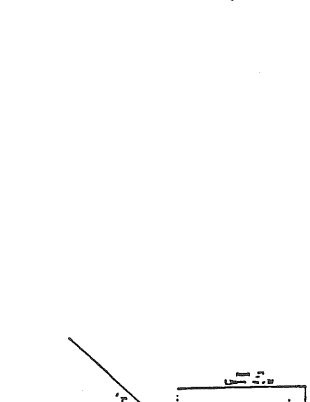
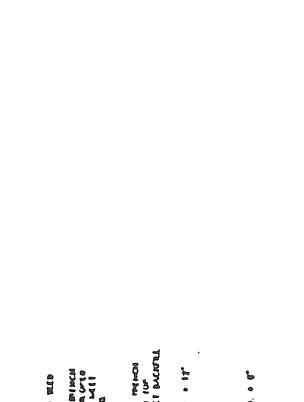
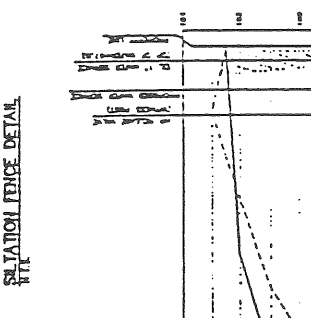
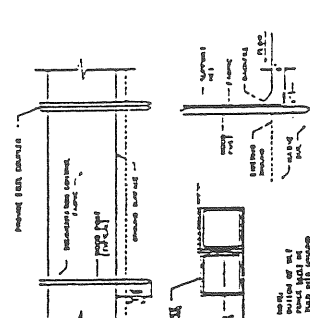
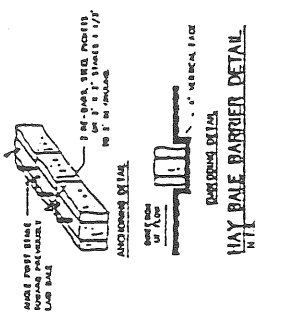
EROSION AND SETTLEMENT NOTES

1. The earth on which the structure is to be placed shall be of a suitable nature and shall be free from any loose material, rocks, or other obstructions.
2. The earth on which the structure is to be placed shall be of a suitable nature and shall be free from any loose material, rocks, or other obstructions.
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Sample Site Review Technical Submissions

From: Steve Bushey <srbushey@maine.rr.com>
To: william needleman <wbn@ci.portland.me.us>
Cc: alex jaegerman <aqj@ci.portland.me.us>
Date: Tuesday, May 02, 2000 11:22 AM
Subject: Habitat for Humanity-Mayo St.

need JB #

Bill,

I have reviewed the plan submission for the above project and provide the following comments.

1. The plan should be revised to include layout geometry for the parking areas and other site features. The setback dimensions are not sufficient to allow proper construction layout.
2. The plan should be revised to include proposed grading and spot grades around the buildings. The grading should be sufficient to determine drainage patterns around the structures.
3. The proposed water and sewer services need to be installed in separate trenches. The sewer service may require an onsite manhole if the three units are to be connected to a single service out to the street.
4. Sewer invert data must be provided.
5. The plan seems to indicate a new curb opening will be required. Public Works should comment on this and any sidewalk repairs needed.
6. What type of structure is the storage building?
7. What will happen to the existing wood frame structure and foundation?
8. The applicant should get ability to serve letters from the appropriate utilities, including any provisions for sewer connection impact fees.
9. the site's electric service should be shown. Will it be underground?
10. What will the proposed landscaping consist of?

if you have any questions regarding my comments please call.
Steve Bushey

3

LEETE & LEMIEUX, P.A.

WILLIAM H. LEETE, JR.
JAMES R. LEMIEUX†
GREGORY R. SMITH

ATTORNEYS AT LAW
95 EXCHANGE STREET
P.O. BOX 7740
PORTLAND, MAINE 04112

†Also admitted in MA

(207) 879-9440
FAX (207) 879-9445

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. postal service.

TELECOPIER TRANSMITTAL LETTER

TELECOPIER NUMBER: (207) 879-9445
DATE: January 10, 2000
TO: David Snyder
COMPANY/FIRM: Habitat for Humanity
CLIENT:
TELECOPIER NUMBER: 791-7822
FROM: Bill Leete
NUMBER OF PAGES TRANSMITTED INCLUDING THIS SHEET: 3
MESSAGE:

ORIGINAL OF THE TRANSMITTED DOCUMENT WILL BE SENT BY:

First Class Mail Overnight Mail Hand Delivery

This transmission will be the only form of delivery of this document.

Copy of deed sent to John Cyr @ Owen Haskell, Inc. (1/19/00)

SHORT FORM QUITCLAIM DEED WITH COVENANT

William H. Childs of Portland, Maine, FOR CONSIDERATION PAID, hereby grants to Habitat for Humanity/Greater Portland, Inc., of Portland, Maine, WITH QUITCLAIM COVENANTS, the following described real property located in Portland, County of Cumberland and State of Maine:

See Exhibit "A" attached hereto

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Charles W. Poole and Orpha N. Poole dated January 30, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9070, Page 53.

IN WITNESS WHEREOF, William H. Childs has caused this instrument to be executed this 31 day of October, 1999.

WITNESS

Mary Cardona

William H. Childs
William H. Childs

STATE OF MAINE
Cumberland, ss.

October 31, 1999

Personally appeared the above named William H. Childs and acknowledged the foregoing instrument to be his/~~her~~ free act and deed,

Before me,

Sandra J. Twombly
Notary Public/~~Attorney at Law~~

Sandra J. Twombly
print name

My Commission Expires: 2/28/06

T:\HABITAT\Mayo Street\childs quitclaim deed.wpd

EXHIBIT A

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

Beginning at the southwesterly corner of land now or formerly of Emma A. Orne on said northeasterly side of Mayo Street; thence running southeasterly by said Mayo Street about forty-three (43) feet to the land now or formerly of John T. Fagan; and from these two points extending back northeasterly, holding the same width and adjoining said Fagan land on the Southeast and said Orne land on the Northwest, a distance of one hundred ten (110) feet to a fence, being lot numbered 13 and 15 on said Mayo Street according to the Revaluation Plans of the City of Portland for the year 1882.

Also adjoining land #17-19 Mayo Street, in said Portland, described as follows:

A certain lot or parcel of land situated on the northeast side of said Mayo Street and bounded and described as follows:

Beginning at the southeast corner of land of Ellan Fickett; thence southeasterly by the northeasterly side of Mayo Street forty-three (43) feet to a fence and thence northeasterly holding the width of forty-three (43) feet from said Fickett's land one hundred ten (110) feet, more or less, to a fence; thence by said fence northwesterly forty-three (43) feet to land of said Fickett; thence by said Fickett's land southwesterly one hundred ten (110) feet, more or less, to the bounds begun at, containing forty-seven hundred thirty (4730) square feet, more or less.

City of Portland
Inspection Services Division
Demolition Call List

(4)

Site Address: 13 MAYO ST

Owner: HABITAT FOR HUMANITY OF GREATER PORTLAND

Structure Type: _____

Contractor: Same

UTILITY APPROVALS

	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
Central Maine Power	1-800-750-4000	Jim (sewer Dept - Portland) Remove By 1/12/99
NYNEX	878-7000	CAROL (207) 555-1611 Remove By 6:00 1/5/99
Northern Utilities	797-8002 X6241	NATE/RICK on site 12/15/99
Portland Water District	761-8310	ERICA Customer Service April 9/99 OK / work complete
Public Cable Co.	775-3431 X257	Chris L. ext. 4211 Customer Svc. Remove WED JAN 12/00
Dig Safe***	1-888-344-7233	12/8/99

***(After call, there is a wait of 72 bus hrs before digging can begin)

CITY APPROVALS

	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DPW/Sewer Division(J.DiPaolo)	874-8300 X8467	Todd J. Mullen 1/6/00
DPW/Traffic Division(K.Doughty)	874-8300 X8437	GARY DOBSON 12/8/99
DPW/Forestry Division(J.Tarling)	874-8300 X8389	JEFF TARLING 12/8/99
DPW/Sealed Drain Permit(C.Merritt)	874-8300 X8822	C. Merritt 1/8/00
Building Inspections(insp required)	874-8300 X8703	DAVID KADELL 12/15/99
Historic Preservation	874-8300 X8726	Deb Andrews 12/28/99
Fire Dispatcher	874-8300 X8676	BEN DIAZ 12/16/99

Written Notice to Adjoining Owners

ASBESTOS

	<u>NUMBER</u>	<u>CONTACT NAME/DATE</u>
DEP - Environmental (Augusta)	287-2651 (Ed Antz)	See attached letters.

U.S. EPA Region 1 - No phone call required. Just mail copy of State notification to:
Demo/Reno Clerk
US EPA Region I (SEA)
JFK Federal Building
Boston, MA 02203

I have contacted all of the necessary companies/departments as indicated above.

SIGNED: Stephen B. Betta

DATE: 1/20/00

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: 4/15/90

PERMISSION IS HEREBY GIVEN TO Leavitt Earthworks Co., Inc., Standish

TO OPEN 13-15 Mayo St Street/Avenue

FOR THE PURPOSE OF New sewer from and water line connects and new driveway SAID WORK SHALL BE PROPERLY
DONE ACCORDING TO The Excavation Ordinance, Chapter 25 of the Municipal Code, "STREETS, SIDEWALKS AND OTHER
PUBLIC PLACES." and abide by all provisions of Chapter 6, Plumbing Code and Chapter 24, Sewer Use Ordinance, of the
Municipal Codes of the City of Portland, Maine.

THE WORK IS BEING DONE BY:

CONTRACTOR: Leavitt Earthworks Co., NAME, Standish ADDRESS

PLUMBER: _____ NAME ADDRESS

THE PROPERTY OWNER IS _____ NAME ADDRESS

STREET EXCAVATION PERMIT	XXXXXXX
SEWER CONNECTION PERMIT	\$99.00
COMBINATION PERMIT	\$25.00 *
	\$124.00

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

KIND OF PAVEMENTS:

STREETS _____

SIDEWALKS _____

STREET MEASURED:

_____ SQ. YDS. @ \$ _____ \$ _____

_____ SQ. YDS. @ \$ _____ \$ _____

SIDEWALK MEASURED:

_____ SQ. YDS. @ \$ _____ \$ _____

_____ SQ. YDS. @ \$ _____ \$ _____

OTHER CHARGES: _____ \$ _____

TOTAL AMOUNT TO BE PAID \$ _____

*CHARGE INCLUDES INSPECTION AND CONNECTION FEE

White copy - Permittee's • Yellow copy - Billing • Pink copy - File • Golden copy - Sewer

CITY OF PORTLAND, MAINE

April 18, 2000

11:33 AM

PUBLIC WORKS - STREET OPENING

SUMMARY OF CHARGES FOR PERMIT # P4408

Dig Safe Number: 20001702595

Date Work to Begin: April 27, 2000

Purpose of Opening: New sewer, storm and water line connects and new driveway entrance

Location of Opening: 13 to 15 Mayo St

Permit Holder:

Leavitt Earthworks Co., Inc.

Standish

Excavator:

Leavitt Earthworks Co., Inc.

P.O. Box 703

Standish, ME 04084

Qty	Description	Rate	per Unit	Charge	Paid	Due	Account #
44.444	Restoration chg	\$40.00	Sq Yd	\$1,777.76	\$1,777.76	\$0.00	S0274
1.000	Combo permit	\$124.00	Each	\$124.00	\$124.00	\$0.00	S027C

Totals:

<u>\$1,901.76</u>	<u>\$1,901.76</u>	<u>\$0.00</u>
-------------------	-------------------	---------------

*PAID \$1,901.76
1998
C. Merritt*

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: _____, 19____

PERMISSION IS HEREBY GIVEN TO Leavitt Earthworks Co., Inc., Standish

TO OPEN 13 - 15 Mayo St

Street/Avenue

FOR THE PURPOSE OF New sewer storm and water connection - see permit # P4408, SAID WORK SHALL BE PROPERLY DONE ACCORDING TO The Excavation Ordinance, Chapter 25 of the Municipal Code, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES." and abide by all provisions of Chapter 6, Plumbing Code and Chapter 24, Sewer Use Ordinance, of the Municipal Codes of the City of Portland, Maine.

THE WORK IS BEING DONE BY:

CONTRACTOR: _____
Leavitt Earthworks Co., Inc., Standish ADDRESS

PLUMBER: _____
NAME ADDRESS

THE PROPERTY OWNER IS _____
NAME ADDRESS

STREET EXCAVATION PERMIT ~~XXXXXXX~~ \$99.00
SEWER CONNECTION PERMIT ~~XXXXXXX~~ \$25.00
COMBINATION PERMIT \$124.00

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

KIND OF PAVEMENTS:

STREETS _____

SIDEWALKS _____

STREET MEASURED:

_____ SQ. YDS. @ \$ _____ \$ _____

_____ SQ. YDS. @ \$ _____ \$ _____

SIDEWALK MEASURED:

_____ SQ. YDS. @ \$ _____ \$ _____

_____ SQ. YDS. @ \$ _____ \$ _____

OTHER CHARGES: _____ \$ _____

TOTAL AMOUNT TO BE PAID \$ _____

CHARGE INCLUDES INSPECTION AND CONNECTION FEE

CITY OF PORTLAND, MAINE

April 18, 2000

11:38 AM

PUBLIC WORKS - STREET OPENING

SUMMARY OF CHARGES FOR PERMIT # P4409

Dig Safe Number: 20001702595

Date Work to Begin: April 27, 2000

Purpose of Opening: New sewer, storm and water connect - see permit # P4408

Location of Opening: 13 to 15 Mayo St

Permit Holder:

Leavitt Earthworks Co., Inc.

Standish

Excavator:

Leavitt Earthworks Co., Inc.

P.O. Box 703
Standish, ME 04084

Qty	Description	Rate	per Unit	Charge	Paid	Due	Account #
2.000	Sewer permit	\$25.00	Each	\$50.00	\$50.00	\$0.00	S0272

Totals:

\$50.00	\$50.00	\$0.00
---------	---------	--------

*Paid \$50.00
4/18/00
C. Minnett*

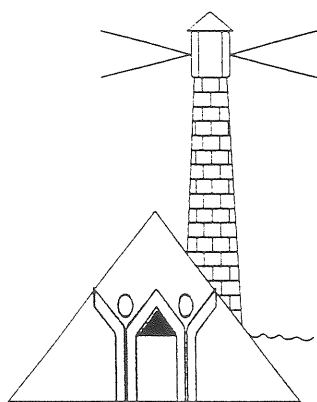
SITE REVIEW/PRE APPLICATION

Response to PORTLAND CODE: Item (c) Written statements

Habitat for Humanity of Greater Portland Maine, located at 565 Congress Street, Suite 305, Portland Maine, proposes to construct three, single family homes on Lots 13 and 15 on Mayo Street. Each unit will include three bedrooms, one bath, kitchen, living room, dining room, and storage area. Each unit will consist of approximately 1100 square feet, and will be connected to existing city sewer, and water and gas services. The proposed cost of the project will be between \$170,000 and \$200,000.

- (1) Three single family dwellings
- (2) 9495 Square feet (see survey)
- (3) See deed and survey. No apparent easements of record.
- (4) Typical construction waste generated by construction of three single family dwellings.
- (5) See survey.
- (6) Gravity drainage to street.
- (7) See construction plans and construction schedule.
- (8) See demolition call list.
- (9) See copy of most recent Habitat for Humanity audit statement. Habitat has, over the past 15 years, constructed homes and housed 26 families in the Greater Portland area.
- (10) See deed
- (11) None

Habitat for Humanity of Greater Portland...



The Mayo Street Project

...Building HOPE in the
New Millennium!!

Habitat for Humanity of Greater Portland
#13-15 Mayo Street
Project Description

About Habitat for Humanity of Greater Portland...

Habitat for Humanity of Greater Portland is a non-profit, Christian homebuilding ministry, which is an official affiliate of *Habitat for Humanity, International*. *Habitat for Humanity* is a Christian homebuilding organization committed to the elimination of substandard housing by building simple, decent and affordable homes in partnership with people in need. *Habitat for Humanity* is not a charity in the traditional sense of the word. *Habitat* works in partnership with people in need and provides an opportunity for low income families to realize the benefits and the blessings of home ownership. *Habitat* homeowners are required to log 500 hours of *sweat equity* which becomes the families downpayment on their *Habitat* house. At closing *Habitat for Humanity* provides a no interest 20 year mortgage, which makes home ownership a reality for families which would not qualify for a conventional home mortgage. Construction of a *Habitat* house is made possible through the generous financial and material donations from individual and corporate partners who share *Habitat's* vision of a community free from the darkness of substandard housing. The greater Portland affiliate has been building houses in partnership with people in need of shelter since 1985. By the end of 1999 the Portland affiliate will have constructed a total of 26 homes in the area. A copy of *Habitat for Humanity, International* brochure and a statement summarizing the history of the Greater Portland affiliate are attached.

Community Support for Habitat/Greater Portland...

At the heart of the *Habitat* concept is a serious commitment to developing partnerships with churches, businesses, philanthropic organizations and individuals that share *Habitat's* vision of a world free of the scourge of substandard housing. This mission of the organization is ambitious...some would say audacious...the total elimination of substandard housing from the face of the planet. We recognize that the only way in which this goal will be achieved is by working together in a spirit of mutual respect and partnership with any individual or organization which shares our vision. Our greatest asset as a non-profit organization has been our faithful volunteers who provide the people power and the financial resources that enable us to accomplish our mission. Each year we engage hundreds of local and out of state volunteers at our various construction sites. Financial resources come from a variety of sources. Each year an annual giving campaign generates approximately \$35K and a series of *Eastertime Walks* raise in excess of \$45K. An aggressive program to develop a series of corporate sponsorships is currently under way. At the center of this program is an exciting new partnership with *Hancock Lumber Company* which was negotiated in early 1999. *Hancock Lumber* will be providing all the building materials for one *Habitat* house each year and will provide our organization with an opportunity to purchase construction materials at *Hancock's* cost plus ten percent. It is estimated that the *Hancock* donation alone is valued at in excess of \$30K annually. In addition to *Hancock Lumber*, corporate partnerships have been negotiated with a number of other local businesses including *Home Depot*; *Leavitt Earthworks*; *Rhodes Concrete*; *Chase Excavating*; *Dead River Oil Company*; *P and K Sand and Gravel*; *Coleman Excavating*; *Redlon and Johnson*; *Handyman Equipment Rental* and area *Walmart* department stores.

Introduction: The Mayo Street Project...

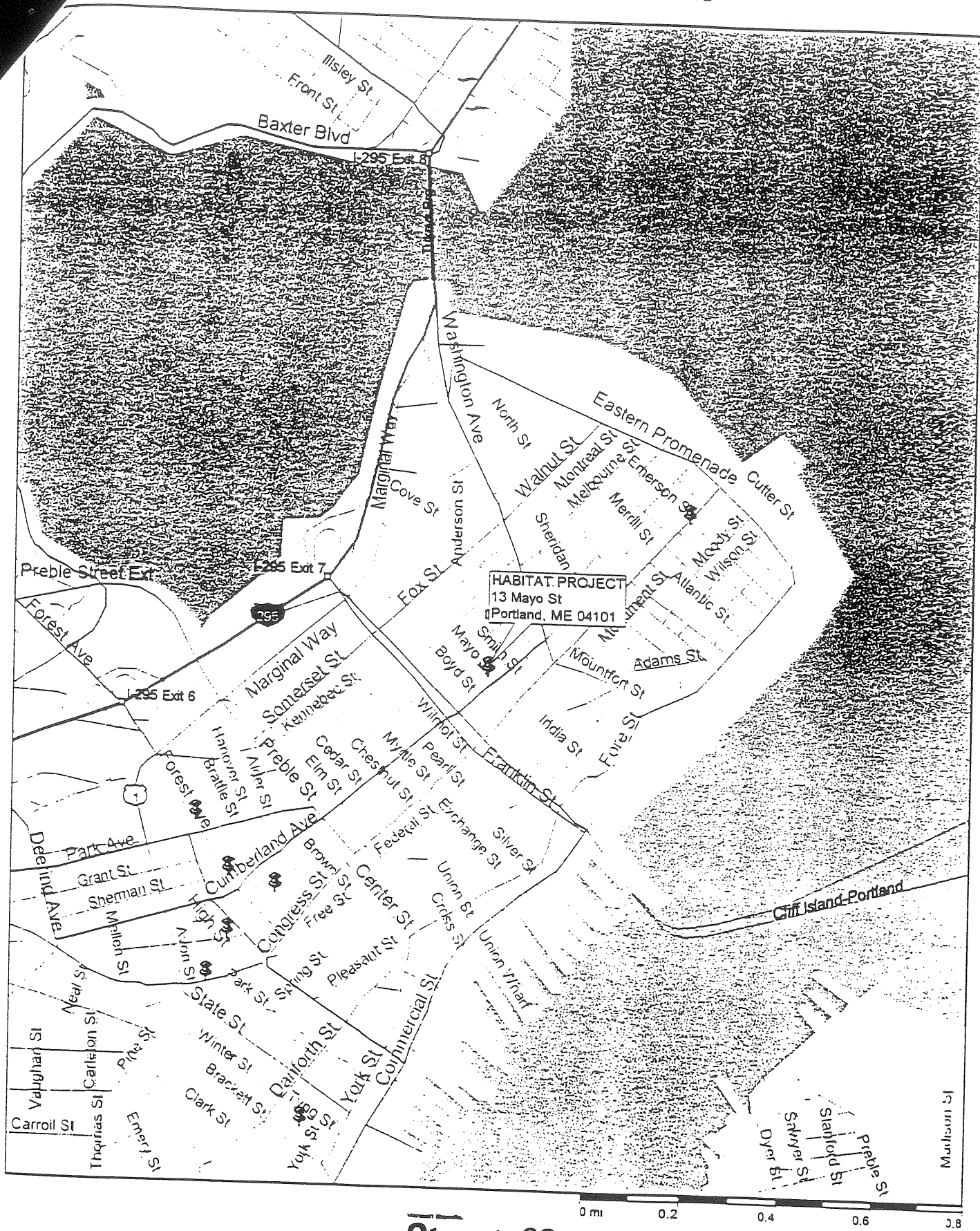
The proposed construction of three town house units on #13-15 Mayo Street in the Peninsula section of Portland will provide the principle construction project for *Habitat for Humanity of Greater Portland* for the year 2000 (the first year of the new millenium and the 16th year of *Habitat for Humanity's* involvement and presence in the Greater Portland area). This exciting project is possible as a result of a generous donation of two contiguous and buildable lots which were donated to *Habitat/Greater Portland* affiliate by the Honorable Judge William Childs, Jr. The inability to secure buildable lots in the city of Portland has, in the past, jeopardized *Habitat's* sincere desire to build simple, decent and affordable houses in the city of Portland. We are pleased that this project will enable us to address the urgent need for affordable housing in Portland and, at the same time, to take a significant step forward in our mission which is the elimination of substandard and poverty housing from the greater Portland area.

The Project Plan:

The site plan calls for the construction of three, two story townhouse units with off-street parking spaces and some common open space in the backyard. Each unit would include three bedrooms, one bath and a kitchen, livingroom, diningroom and storage space (each unit would be approximately 1100 square feet). The projected cost of the project would be approximately \$170,000.00. Funding for the project would come from a variety of sources. We anticipate that our principal partners for the project to be *Hancock Lumber Company* (they will donate all of the building materials for one unit) the six Lutheran congregations of the Greater Portland area, *Lutheran Social Services of Maine* and *Lutheran Camp Calumet* (this coalition of Lutherans will provide labor and some financial support for the construction of one unit). We are pleased to announce that the *City of Portland*, the *Libra Foundation*, the *Maine Mortgage Bankers Association* and the *Aid Association for Lutherans* have committed \$50K, \$10K, \$10K and \$20K respectively to the total cost of the Mayo Street Project. Additional funding from a variety of sources will be sought to complete the project. It is expected that the Mayo Street site will be prepared and ready for construction by late spring/early summer of 2000. Completion of the project has been targeted for November of 2000.

Habitat for Humanity... where HOPE is the Foundation for every House we Build!!

Habitat for Humanity of Greater Portland



Streets98

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

HABITAT FOR HUMANITY OF GREATER PORTLAND

FINANCIAL STATEMENTS

June 30, 1999

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Statement of Functional Expenses	4
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Notes to Financial Statements	6 through 8

OTIS, ATWELL & TIMBERLAKE

Professional Association
CERTIFIED PUBLIC ACCOUNTANTS

James C. Otis, C.P.A., CFP
Stephen W. Atwell, C.P.A.
Bruce E. Fritzon, C.P.A.
Thomas J. Gioia, C.P.A.

980 Forest Avenue
Portland, Maine 04103
(207) 797-0990
FAX (207) 797-8618

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Habitat for Humanity of Greater Portland

We have audited the accompanying statement of financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of Habitat for Humanity of Greater Portland's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Habitat for Humanity of Greater Portland as of June 30, 1999, and the changes in its net assets and its cash flows for the year then ended in conformity with generally accepted accounting principles.

Otis, Atwell & Timberlake, P.A.
Certified Public Accountants

January 4, 2000
Portland, Maine

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF FINANCIAL POSITION

June 30, 1999

ASSETS

Cash (Note 4)	\$ 110,964
Mortgage Notes Receivable (Notes 2 and 3)	343,594
Office Equipment, Net of Accumulated Depreciation of \$2,704	1,707
Construction in Progress (Note 3)	308,364
TOTAL ASSETS	<u>\$ 764,629</u>

LIABILITIES AND NET ASSETS

Accounts Payable	\$ 2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	575
Escrow Deposits Liability	41
Deferred Interest (Note 3)	4,457
Long-term Debt (Note 3)	75,071
Total Liabilities	<u>91,036</u>
Net Assets	
Unrestricted	650,255
Temporarily Restricted	23,338
Total Net Assets	<u>673,593</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 764,629</u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 1999

Changes in Unrestricted Net Assets:	
Revenue and Other Support:	
Grant Revenue	\$ 22,714
Donations	60,564
Fundraising	54,088
Tenant Rent	12,411
Gain on Sales of Property	5,071
Interest Income (Note 2)	23,084
Miscellaneous	403
Total Revenue and Other Support	<u>178,335</u>
Expenses:	
Construction	49,919
Management and General	67,443
Fundraising	17,911
Total Expenses	<u>135,273</u>
Increase in Unrestricted Net Assets	<u>43,062</u>
Changes in Temporarily Restricted Net Assets:	
Interest Income	2,522
Interest Expense	(1,740)
Increase in Temporarily Restricted Net Assets	<u>782</u>
Increase in Net Assets	43,844
Net Assets - Beginning of Year	<u>629,749</u>
Net Assets - End of Year	<u><u>\$ 673,593</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

Statement of Functional Expenses

For the Year Ended June 30, 1999

	Construction	Management and General	Fundraising	Total
Salaries, Wages and Benefits	\$ -	\$ 18,131	\$ 12,088	\$ 30,219
Staff Training	-	525	-	525
Materials and Supplies	-	915	3,802	4,717
Advertising	-	1,021	-	1,021
Telephone	-	2,288	-	2,288
Maintenance and Repairs	4,494	57	-	4,551
Postage	-	4,554	4	4,558
Insurance	-	1,537	-	1,537
Tithe	-	26,328	-	26,328
Rent	-	500	-	500
Other	-	9,049	2,017	11,066
Mortgage Subsidies	45,425	-	-	45,425
Loss on Disposal of Equipment	-	1,120	-	1,120
Total Expenses Before Depreciation	49,919	66,025	17,911	133,855
Depreciation of Equipment	-	1,418	-	1,418
Total Expenses	\$ 49,919	\$ 67,443	\$ 17,911	\$ 135,273

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 1999

Cash Flows from Operating Activities:	
Change in Net Assets	\$ 43,844
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	1,418
Donated Land	(4,364)
Mortgage Subsidies	45,425
Imputed Interest Income	(23,049)
Gain on Sales of Property	(5,071)
Loss on Disposal of Equipment	1,120
Deferred Interest	1,740
Changes in Operating Assets and Liabilities:	
Payments on Mortgage Notes Receivable	32,498
Accounts Payable - Construction	2,952
Accrued Liabilities	7,940
Tenant Security Deposit Liability	(675)
Escrow Deposits Liability	11,949
Net Cash Provided by Operating Activities	<u>115,727</u>
Cash Flows from Investing Activities:	
Construction Costs	(116,160)
Net Cash Used by Investing Activities	<u>(116,160)</u>
Cash Flows from Financing Activities:	
Long-term Debt Proceeds	8,571
Payments on Long-Term Debt	(2,000)
Net Cash Provided by Financing Activities	<u>6,571</u>
Net Increase in Cash	6,138
Cash at Beginning of Year	<u>104,826</u>
Cash at End of Year	<u><u>\$ 110,964</u></u>

See accompanying notes to the financial statements.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization - Habitat for Humanity of Greater Portland (Habitat) is a southern Maine chapter of Habitat for Humanity International, a national organization whose mission is to provide housing to low income individuals.

Habitat's volunteers seek donations of land, labor and materials for the construction of modest homes. Habitat conducts fundraising activities to raise the funds necessary for the purchase of other materials for the homes and to pay the wages of a construction supervisor.

The completed homes are sold at Habitat's cost to deserving families. Habitat finances the purchase price interest free.

Method of Accounting - The financial statements of the Corporation are prepared on the accrual basis of accounting, and include only those assets, liabilities and results of operations which relate to the business of Habitat for Humanity of Greater Portland.

Restricted Net Assets - Habitat for Humanity of Greater Portland reports gifts of cash, land and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Property, Plant and Equipment - Property and equipment are recorded at cost or fair value if contributed and are being depreciated using the modified accelerated cost recovery system. Repairs and maintenance are expensed and betterments and additions are capitalized as incurred. When assets are retired or disposed of, their costs and related accumulated depreciation are removed from the accounts and the resulting gains and losses are reflected in income.

Income Taxes - No provision for taxes on income is made in the Corporation's financial statements since, as a not-for-profit corporation, it is exempt from income taxes under Internal Revenue Code 501(c)(3).

Cash - For purposes of reporting cash flows, cash includes cash on hand and amounts due from banks.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

Construction of Homes - Land and the majority of labor required for a project are donated to Habitat. It then purchases materials for the construction of homes for the indigent. Construction in progress represents the cost of materials used for home construction and the fair market value of donated land.

Sale of Homes - As indicated above, the homes are sold to qualified individuals at cost in exchange for noninterest bearing notes. Furthermore, the homes are subject to a second mortgage. The amount of the second mortgage is the difference between the fair market value of the home and the first mortgage. No payments are required on the second mortgage and its term is the same as the first mortgage. The second mortgage is intended to discourage the homeowner from obtaining a windfall by the prompt resale of a home prior to expiration of the term of the first mortgage.

The mortgage subsidy expense account represents a reduction in the face amount of the mortgage receivable. This occurs for homes sold during a year and is a result of imputing interest at market rates on the noninterest bearing mortgages.

Donated Services - A substantial number of volunteers have made significant contributions of their time to Habitat's programs and support services. The value of this contributed time is not reflected in the statements since it is not subject to objective measurement or valuation and will not be realized on sale of the property.

Valuation of Mortgages Receivable - For mortgages receivable held by Habitat which did not bear interest, Habitat records the discounted present value of these notes at a market rate at the time of the transaction and imputes interest income ratably over the term.

NOTE 2 - MORTGAGE NOTES RECEIVABLE

Mortgage notes receivable consist of noninterest bearing mortgage notes with area low-income families. Each mortgage note is secured by the related real estate. Repayment is made in monthly installments over the term of the related notes.

The amounts presented in the statement of financial position as of June 30, 1999 are net of unamortized discount resulting from the imputation of interest at a rate of 8.5%.

Mortgage Notes at Face Value	\$ 701,755
Less Unamortized Discount Based on Imputed Interest	358,161
	<u>\$ 343,594</u>

Interest income recognized on the mortgage notes receivable during the year ended June 30, 1999 was \$23,049.

HABITAT FOR HUMANITY OF GREATER PORTLAND

NOTES TO FINANCIAL STATEMENTS
(Continued)

NOTE 3 - LONG-TERM DEBT

Long-term debt at June 30, 1999 is presented below.

Note Payable - Portland Housing Development Corp. - This note is noninterest bearing and payable in annual installments of \$1,000 through December 2010 and is secured by real estate.	\$ 12,000
Note Payable - Cumberland County Affordable Housing Venture - This note is noninterest bearing and payable in annual installments of \$1,000 through October 2009 and is secured by real estate.	11,000
Note Payable - Habitat International - This note is noninterest bearing and payable in monthly installments through May 2003.	3,571
Note Payable - Seigars - This note is noninterest bearing and payable in monthly installments of \$500 through April 2000.	5,000
Notes Payable - Town of Windham - Three notes bearing interest at 4% per annum maturing in 2016 and 2017. No payments are required so long as the owners of the premises securing the notes are qualified affordable homebuyers as defined in the mortgages. All principal and interest (which is being deferred) will be forgiven at maturity if the terms of the notes are met.	43,500
	<u>\$ 75,071</u>

Maturities of long-term debt at June 30, 1999 are as follows:

2000	\$ 8,068
2001	3,068
2002	3,068
2003	2,367
2004	2,000
Thereafter	56,500
	<u>\$ 75,071</u>

NOTE 4 - CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the corporation to concentrations of credit risk consist principally of checking and savings accounts with banks. At June 30, 1999, the corporation had cash on deposit with banks of \$114,465, of which \$105,444 was insured by the FDIC and the remaining \$9,021 was uninsured.

(207) 878-3313

Habitat for Humanity of Greater Portland
P.O. Box #10505
Portland, Maine 04104
(207) 772-2151

t). This ambitious project will address the urgent shortage and increase the supply of affordable housing in the City of Portland by three units. When the project is completed Habitat for Humanity will have improved the lives and brightened the future of three Portland families by providing them with an opportunity to own their own simple, decent and affordable home. The project will also improve the neighborhood by replacing the vacant and burned out three unit house (which has been demolished) with three new units. This project combined with a recent rehab of a house on #38 Mayo Street will make a significant improvement in the aesthetic appearance of this neighborhood.

u). Property line markers are installed and shown on the survey prepared by Owen Haskell, Inc.

v). included

w). total site data

x). Additional submission items if required by the Planning Board:

1). n/a (we will be using public sewer)

2). Consulting with engineer

3). Habitat will install a silt fence

4). Habitat has included a copy of a recent audited financial statement and will secure a letter of credit from People's Heritage Bank.

5). Habitat will apply for a City of Portland building permit if the project is approved by the Planning Board.

6). Each home will cost between \$75. And \$85K.

7). There should be no significant change in traffic volume. Habitat is replacing a three unit building with three single family homes.

8). High intensity soil survey. From initial visits to the site with engineers, it does not appear that the soils would be an issue for a project of this size. Habitat will secure a soil survey if required.

9). Habitat for Humanity has completed 26 homes in the greater Portland area.

10). General construction debris. It is estimated that the project will generate approximately three 30 yard dumpsters of debris.

11). Habitat will submit a comprehensive construction schedule. Erosion control for the project will be by silt fence during construction and by landscape/seedling/straw after final grade.

12). n/a There will be one three foot buffer strip on the north side of the property next to the proposed drive. Habitat will submit a planting schedule and landscape design.

13). n/a There are no known wetland, wildlife, fisheries habitat or archeological sites.

14). Habitat will submit drawings in electronic form if available. (2). Recording Plat:

To be submitted upon completion by Avon Haskell, Inc.

(3). Alterations to an Approved Lot:

We understand that any changes must first be approved by Public Works and the Fire Departments prior to submission to the Planning Authority. We do not anticipate any changes.

(4). Vacation of Plats:

We understand that any instrument executed to vacate all or part of any plat shall be filed and recorded in the county Registry of Deeds. It is not our intention, nor do we anticipate vacating this plat.

Section 14-497: General Requirements

(1). The proposed project will be constructed in an area of existing single family homes and public housing apartments.

(2-3) We received a letter of confirmation from the Portland Water District as to the adequate supply of clean and healthful water to serve these new homes.

(4). We will control erosion during construction with the use of a silt fence.

Completion of the structures we will final grade according to the approved Drainage plan, then seed and straw to prevent erosion.

(5). We are replacing a three (3) unit building with three (3) single family homes. There should be no significant change in traffic volume.

(6). We will provide adequate sanitary waste and storm water disposal to accommodate three (3) single family homes. After several meetings and discussions with employees of the Department of Public Works, Sewer division, it is anticipated that there will be no unreasonable burden on municipal services because we are replacing the original three (3) units with three (3) units.

(7) See #5

(8). We believe that this project will enhance the aesthetics of the area by removing a burned vacant building and replacing it with three (3) new two (2)-story single family homes (See Construction drawings).

(9). To the best of our knowledge

(10). Habitat for Humanity of Greater Portland has completed 26 homes in the Greater Portland area. Please refer to the attached letter from Richard Blake, Senior Vice President of Peoples Heritage Bank concerning our letter of credit or escrow account. We are also enclosing with this packet a copy of our financial statement.

(11). n/a

(12). n/a Habitat does not expect or anticipate any adverse impact to the quality or quantity of the ground water.

(13). n/a

(14). n/a

(15). n/a

13/15 Mayo Street Project

5

Construction Schedule

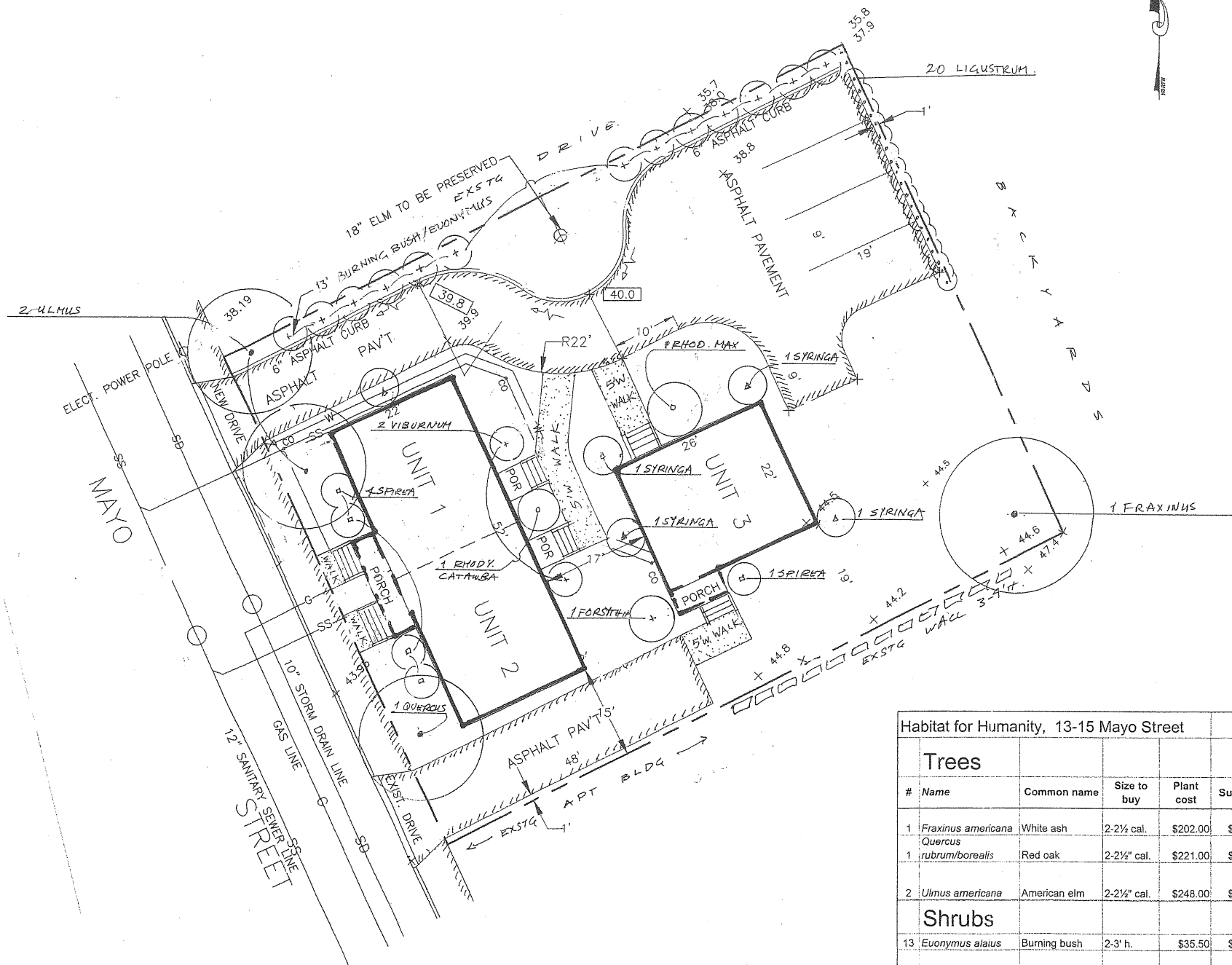
Task Name	Start	End	Duration Days	2000											
				April	May	June	July	August	September	October	November	December	Janua		
Construction Permits	4/3/00	4/21/00	15	[Bar]											
Sewer/Gas Disconnect	4/21/00	5/11/00	15	[Bar]											
Building Demo	5/11/00	5/17/00	5	[Bar]											
Excavation/Driveway	5/17/00	5/23/00	5	[Bar]											
Footing/Foundation	5/23/00	6/19/00	20	[Bar]											
Foundation Inspection		6/19/00		[Diamond]											
Utility Groundwork	5/30/00	6/5/00	5	[Bar]											
Utility Inspection		6/19/00		[Diamond]											
Foundation Sealant	6/7/00	6/14/00	6	[Bar]											
Backfill Fnd	6/19/00	6/21/00	3	[Bar]											
Shed Construction	6/1/00	6/21/00	15	[Bar]											
Slab Preperation	6/1/00	6/7/00	5	[Bar]											
Pour Slabs	6/7/00	6/7/00	1	[Bar]											
Frame 1st Floor	6/19/00	7/14/00	20	[Bar]											
Frame 2nd Floor	7/14/00	8/10/00	20	[Bar]											
Frame Roof Trusses	8/7/00	8/15/00	7	[Bar]											
Roof Sheeting	8/15/00	8/28/00	10	[Bar]											
Roof Shingles	8/28/00	9/22/00	20	[Bar]											
Windows/Doors	8/28/00	9/8/00	10	[Bar]											
Siding	8/28/00	9/22/00	20	[Bar]											
Rough Plumbing/Heating	8/28/00	9/15/00	15	[Bar]											
Rough Electrical	9/11/00	9/29/00	15	[Bar]											
Frame, P/H/E Inspection		9/29/00		[Diamond]											
Porch Construction	9/29/00	10/12/00	10	[Bar]											
Insulation	10/2/00	10/2/00	1	[Bar]											
Inspection	10/9/00	10/9/00	1	[Bar]											
Drywall	10/10/00	10/23/00	10	[Bar]											
Driveway/Parking/Sidewalks	10/10/00	10/23/00	10	[Bar]											
Painting	10/24/00	11/13/00	15	[Bar]											
Landscaping	10/23/00	11/3/00	10	[Bar]											
Kitchen Cabinets	11/13/00	11/17/00	5	[Bar]											
Flooring	11/17/00	11/30/00	10	[Bar]											
Plumbing/Elect Trim-out	11/30/00	12/4/00	3	[Bar]											
Punch List	12/5/00	12/7/00	3	[Bar]											
FINAL C/O		12/8/00		[Diamond]											

13/15 Mayo Street Project

5

Construction Schedule

Task Name	Start	End	Duration Days	2000											
				April	May	June	July	August	September	October	November	December	Janua		
Construction Permits	4/3/00	4/21/00	15	[Bar]											
Sewer/Gas Disconnect	4/21/00	5/11/00	15	[Bar]											
Building Demo	5/11/00	5/17/00	5	[Bar]											
Excavation/Driveway	5/17/00	5/23/00	5	[Bar]											
Footing/Foundation	5/23/00	6/19/00	20	[Bar]											
Foundation Inspection		6/19/00		[Diamond]											
Utility Groundwork	5/30/00	6/5/00	5	[Bar]											
Utility Inspection		6/19/00		[Diamond]											
Foundation Sealant	6/7/00	6/14/00	6	[Bar]											
Backfill Fnd	6/19/00	6/21/00	3	[Bar]											
Shed Construction	6/1/00	6/21/00	15	[Bar]											
Slab Preperation	6/1/00	6/7/00	5	[Bar]											
Pour Slabs	6/7/00	6/7/00	1	[Bar]											
Frame 1st Floor	6/19/00	7/14/00	20	[Bar]											
Frame 2nd Floor	7/14/00	8/10/00	20	[Bar]											
Frame Roof Trusses	8/7/00	8/15/00	7	[Bar]											
Roof Sheeting	8/15/00	8/28/00	10	[Bar]											
Roof Shingles	8/28/00	9/22/00	20	[Bar]											
Windows/Doors	8/28/00	9/8/00	10	[Bar]											
Siding	8/28/00	9/22/00	20	[Bar]											
Rough Plumbing/Heating	8/28/00	9/15/00	15	[Bar]											
Rough Electrical	9/11/00	9/29/00	15	[Bar]											
Frame, P/H/E Inspection		9/29/00		[Diamond]											
Porch Construction	9/29/00	10/12/00	10	[Bar]											
Insulation	10/2/00	10/2/00	1	[Bar]											
Inspection	10/9/00	10/9/00	1	[Bar]											
Drywall	10/10/00	10/23/00	10	[Bar]											
Driveway/Parking/Sidewalks	10/10/00	10/23/00	10	[Bar]											
Painting	10/24/00	11/13/00	15	[Bar]											
Landscaping	10/23/00	11/3/00	10	[Bar]											
Kitchen Cabinets	11/13/00	11/17/00	5	[Bar]											
Flooring	11/17/00	11/30/00	10	[Bar]											
Plumbing/Elect Trim-out	11/30/00	12/4/00	3	[Bar]											
Punch List	12/5/00	12/7/00	3	[Bar]											
FINAL C/O		12/8/00		[Diamond]											



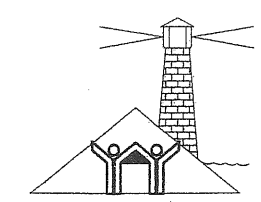
NOTES

FOR BOUNDARY AND TOPOGRAPHIC DATA, SEE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC. JOB NO. 2000-014P

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 20.30 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

Habitat for Humanity, 13-15 Mayo Street						
Trees						
#	Name	Common name	Size to buy	Plant cost	Subtotal	Notes
1	<i>Fraxinus americana</i>	White ash	2-2½ cal.	\$202.00	\$202.00	B&B
1	<i>Quercus rubrum/borealis</i>	Red oak	2-2½" cal.	\$221.00	\$221.00	B&B
2	<i>Ulmus americana</i>	American elm	2-2½" cal.	\$248.00	\$496.00	B&B, disease resistant
Shrubs						
13	<i>Euonymus alatus</i>	Burning bush	2-3' h.	\$35.50	\$461.50	B&B
1	<i>Forsythia intermedia</i>	Forsythia	3-4' h.	\$32.25	\$32.25	B&B
20	<i>Ligustrum amurense</i>	Amur privet	2-3' h.	\$3.00	\$60.00	bundle
1	<i>Rhododendron maximum</i>	Rosebay rhododendron	2½-3' h	\$55.00	\$55.00	B&B
1	<i>Rhododendron catawba album</i>	Catawba rhododendron	2½-3' h	\$85.00	\$85.00	B&B
5	<i>Spiraea vanhouttei</i>	Vanhoutte Spirea	2-3' h.	\$18.00	\$90.00	B&B
5	<i>Syringa vulgaris</i> (purple)	Purple lilac	3-4' h.	\$46.00	\$230.00	B&B
2	<i>Viburnum deniatum</i>	Arrowwood viburnum	4-5' h.	\$37.00	\$74.00	B&B
Total plant cost					\$1,932.75	

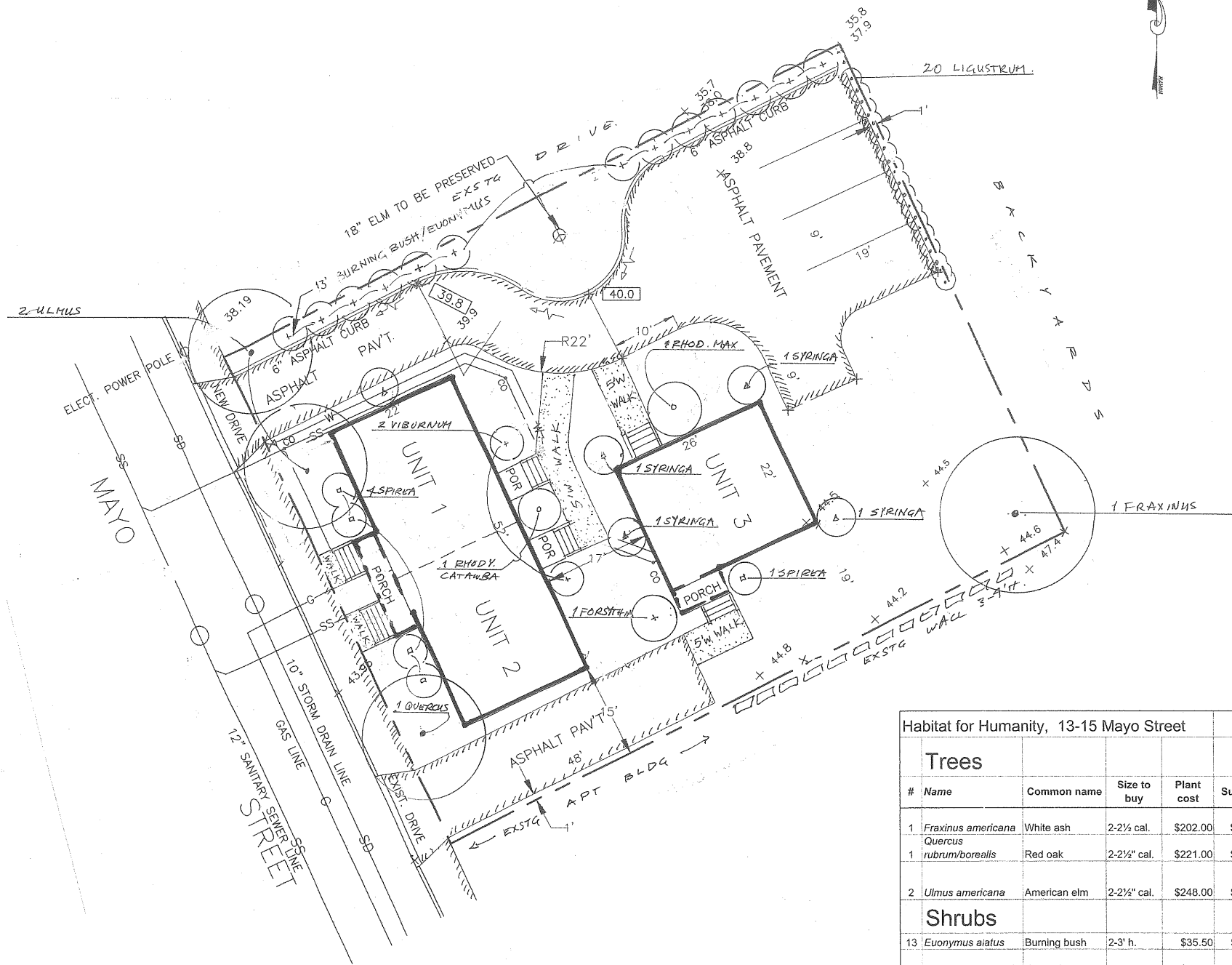


LANDSCAPE PLAN
 HABITAT FOR HUMANITY OF GREATER PORTLAND
 365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151
 13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	DRAWN CAZ	DESIGNED	SCALE 1"=10'	SHEET OF
				CHECKED	DATE 05/06/00	JOB NO.	

MONRO ASSOCIATES
 Land use planning and design
 104 Salem Street
 Portland, Maine 04102

Mon May 05 05:01:25 2000



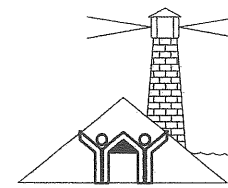
NOTES

FOR BOUNDARY AND TOPOGRAPHIC DATA, SEE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC, JOB NO. 2000-014P

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x DENOTES EXISTING ELEVATION
- x 20.30 DENOTES DESIGN ELEVATION
- P— DENOTES OVERHEAD POWER LINE

Habitat for Humanity, 13-15 Mayo Street						
Trees						
#	Name	Common name	Size to buy	Plant cost	Subtotal	Notes
1	<i>Fraxinus americana</i>	White ash	2-2½ cal.	\$202.00	\$202.00	B&B
1	<i>Quercus rubrum/borealis</i>	Red oak	2-2½" cal.	\$221.00	\$221.00	B&B, disease resistant
2	<i>Ulmus americana</i>	American elm	2-2½" cal.	\$248.00	\$496.00	
Shrubs						
13	<i>Euonymus alatus</i>	Burning bush	2-3' h.	\$35.50	\$461.50	B&B
1	<i>Forsythia intermedia</i>	Forsythia	3-4' h.	\$32.25	\$32.25	B&B
20	<i>Ligustrum amurense</i>	Amur privet	2-3' h.	\$3.00	\$60.00	bundle
1	<i>Rhododendron maximum</i>	Rosebay rhododendron	2½-3' h	\$55.00	\$55.00	B&B
1	<i>Rhododendron catawba album</i>	Catawba rhododendron	2½-3' h	\$85.00	\$85.00	B&B
5	<i>Spiraea vanhouttei</i>	Spiraea	2-3' h.	\$18.00	\$90.00	B&B
5	(purple)	Purple lilac	3-4' h.	\$46.00	\$230.00	B&B
2	<i>Viburnum dentatum</i>	Arrowwood viburnum	4-5' h.	\$37.00	\$74.00	B&B
				Total plant cost	\$1,932.75	



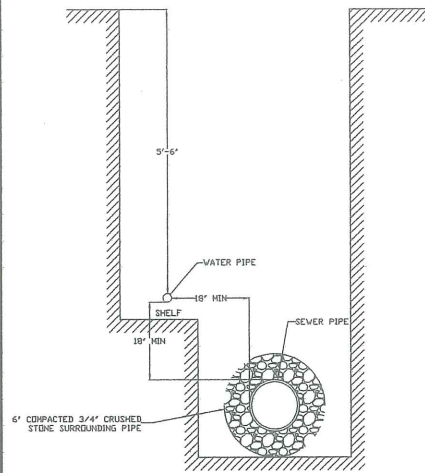
LANDSCAPE PLAN

HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	DRAWN CAZ	DESIGNED	SCALE 1"=10'	SHEET OF
				CHECKED	DATE 05/06/00	JOB NO.	

MONRO ASSOCIATES
Land use planning and design
104 Salem Street
Portland, Maine 04102



STANDARD DETAIL

TYPICAL WATER SERVICE INSTALLATION
IN SAME TRENCH WITH SEWER LATERAL
SECTION "A-A"

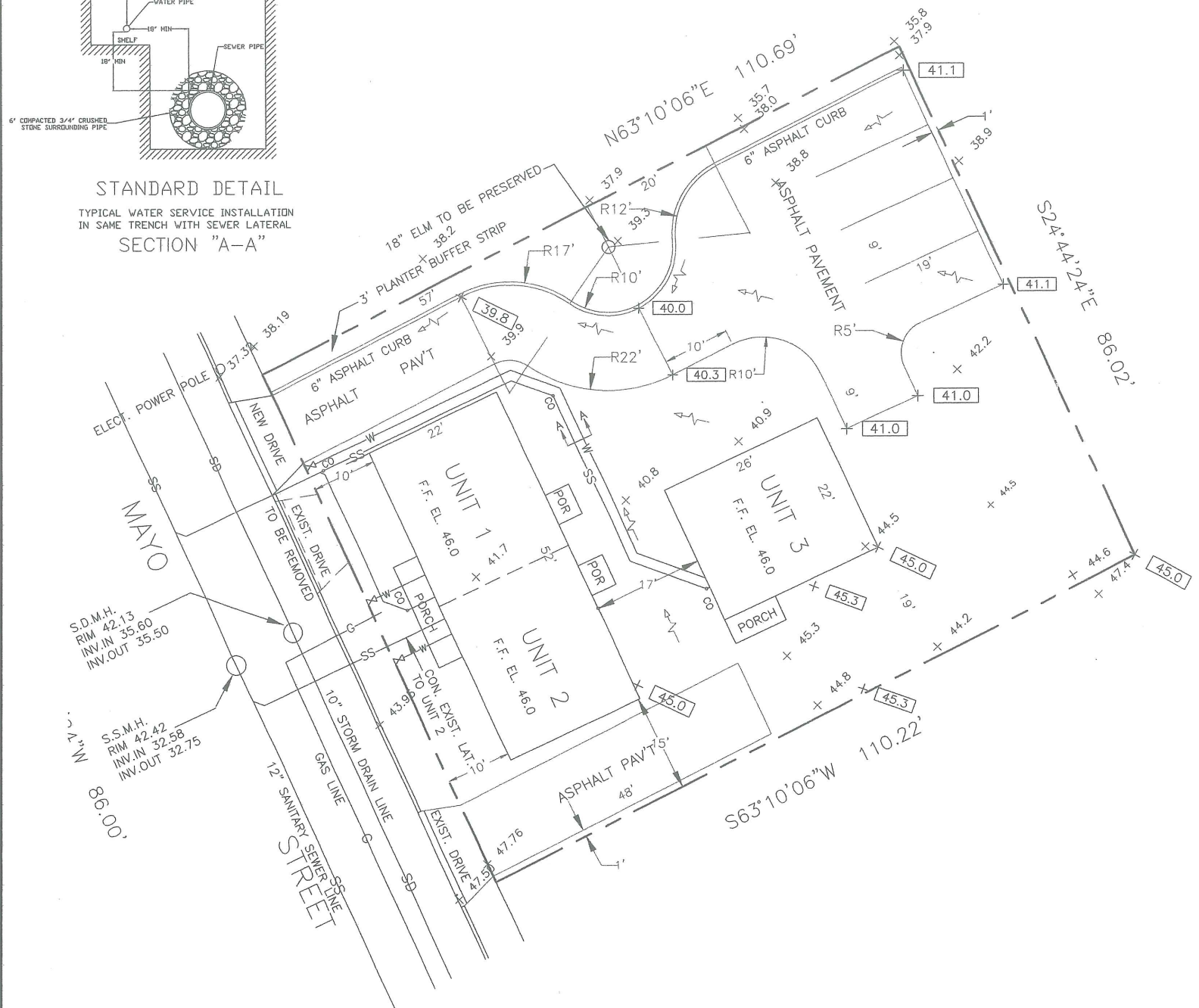


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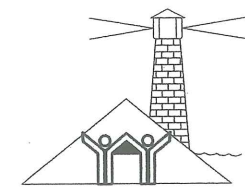
FOR BOUNDARY AND TOPOGRAPHIC DATA, SEE BOUNDARY AND TOPOGRAPHIC SURVEY
PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC, JOB NO. 2000-014P

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- 18.6
x DENOTES EXISTING ELEVATION
- 20.50
x DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

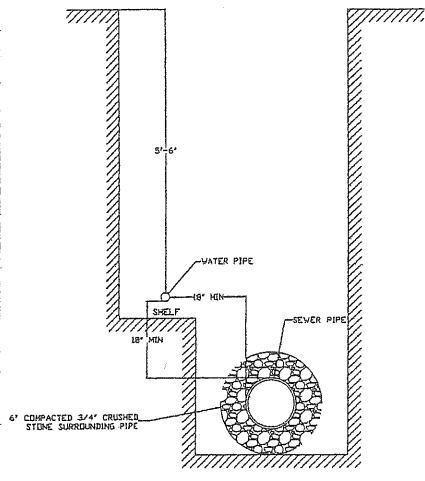


PRELIMINARY

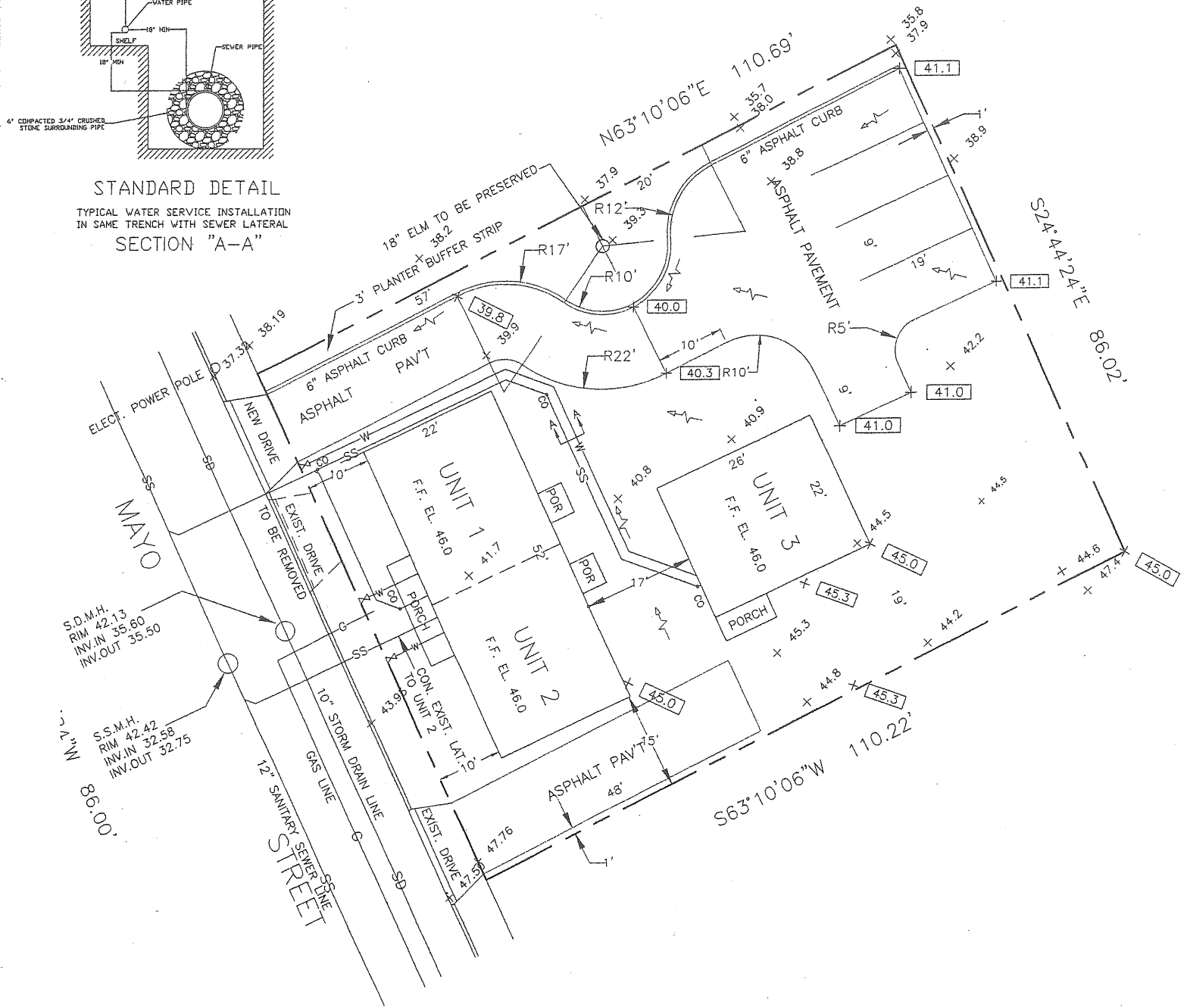


SITE PLAN
HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151
13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET
						1"=10'	OF
					DATE	JOB NO.	
					05/06/00		



STANDARD DETAIL
TYPICAL WATER SERVICE INSTALLATION
IN SAME TRENCH WITH SEWER LATERAL
SECTION "A-A"

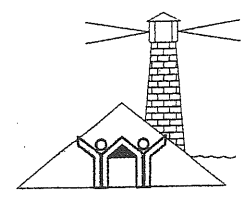


NOTES

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PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC, JOB NO. 2000-014P

LEGEND

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- x 20.50 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

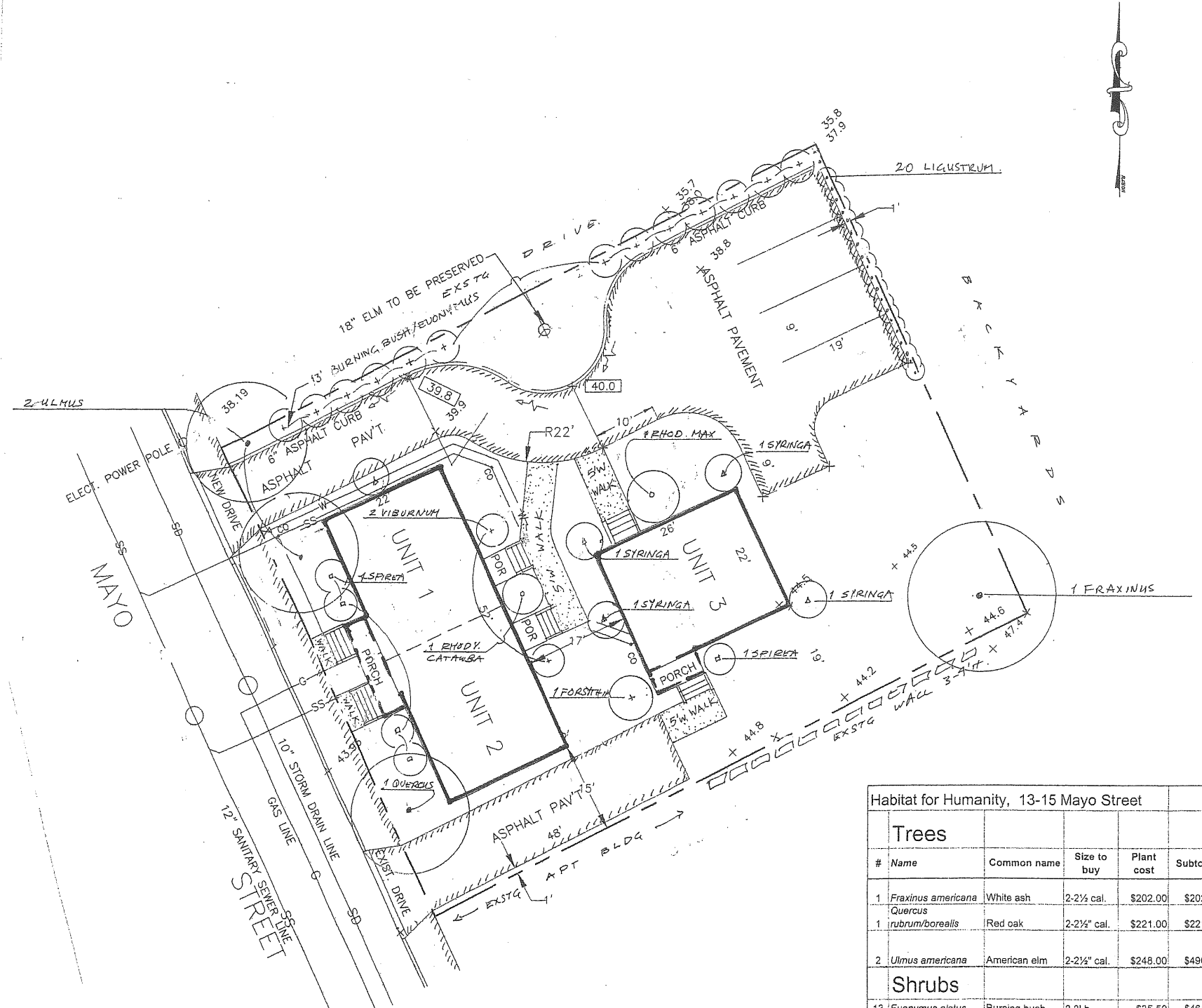


PRELIMINARY

SITE PLAN
HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET
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						JOB NO.	



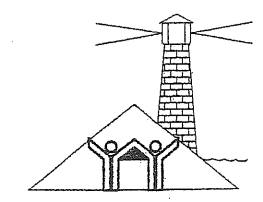
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LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 20.50 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

Habitat for Humanity, 13-15 Mayo Street						
Trees						
#	Name	Common name	Size to buy	Plant cost	Subtotal	Notes
1	<i>Fraxinus americana</i>	White ash	2-2½ cal.	\$202.00	\$202.00	B&B
1	<i>Quercus rubrum/borealis</i>	Red oak	2-2½ cal.	\$221.00	\$221.00	B&B
2	<i>Ulmus americana</i>	American elm	2-2½ cal.	\$248.00	\$496.00	B&B, disease resistant
Shrubs						
13	<i>Euonymus alatus</i>	Burning bush	2-3' h.	\$35.50	\$461.50	B&B
1	<i>Forsythia intermedia</i>	Forsythia	3-4' h.	\$32.25	\$32.25	B&B
20	<i>Ligustrum amurense</i>	Amur privet	2-3' h.	\$3.00	\$60.00	bundle
1	<i>Rhododendron maximum</i>	Rosebay rhododendron	2½-3' h	\$55.00	\$55.00	B&B
1	<i>Rhododendron catawba album</i>	Catawba rhododendron	2½-3' h	\$85.00	\$85.00	B&B
5	<i>Spiraea vanhouttei</i>	Vanhoutte Spirea	2-3' h.	\$18.00	\$90.00	B&B
5	<i>Syringa vulgaris</i> (purple)	Purple lilac	3-4' h.	\$48.00	\$230.00	B&B
2	<i>Viburnum dentatum</i>	Arrowwood viburnum	4-5' h.	\$37.00	\$74.00	B&B
				Total plant cost	\$1,932.75	



LANDSCAPE PLAN

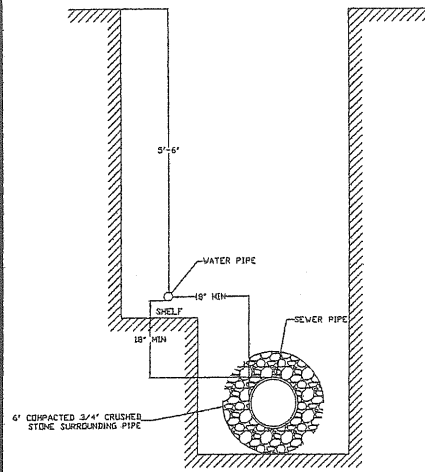
HABITAT FOR HUMANITY OF GREATER PORTLAND
385 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

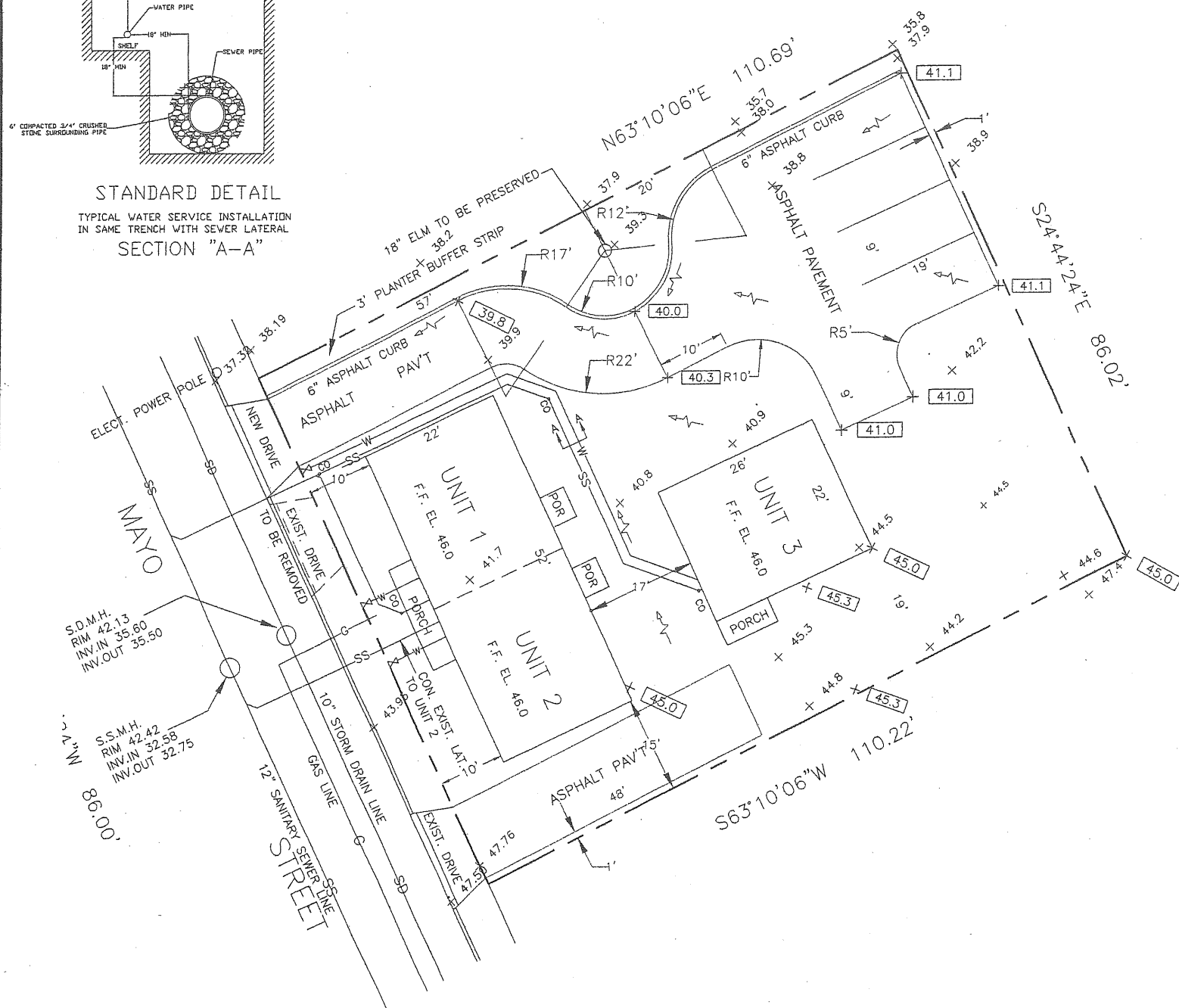
NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET
						1"=10'	OF
						JOB NO.	

MONRO ASSOCIATES
Land use planning and design
104 Salem Street
Portland, Maine 04102

Monro May 08 09 01:25 2000



STANDARD DETAIL
TYPICAL WATER SERVICE INSTALLATION
IN SAME TRENCH WITH SEWER LATERAL
SECTION "A-A"

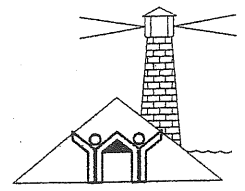


NOTES

FOR BOUNDARY AND TOPOGRAPHIC DATA, SEE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC, JOB NO. 2000-014P

LEGEND

- (S) DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 22.50 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

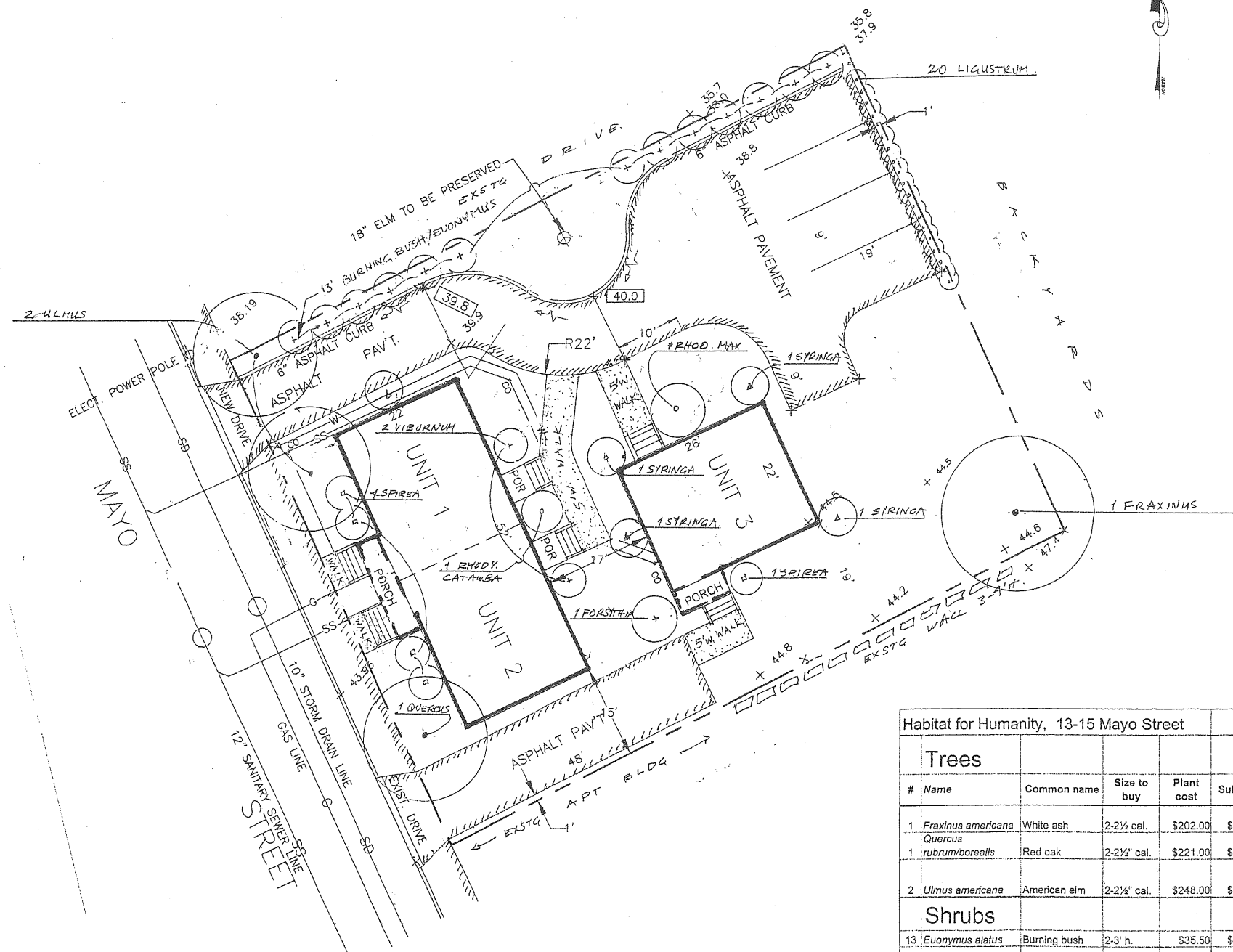


PRELIMINARY

SITE PLAN
HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET
						1"=10'	OF
					DATE	JOB NO.	
					05/06/00		



NOTES

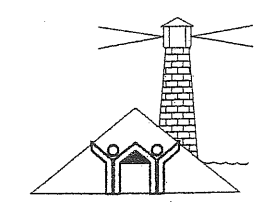
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LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 20.5 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

Habitat for Humanity, 13-15 Mayo Street

Trees						
#	Name	Common name	Size to buy	Plant cost	Subtotal	Notes
1	<i>Fraxinus americana</i>	White ash	2-2½ cal.	\$202.00	\$202.00	B&B
1	<i>Quercus rubrum/borealis</i>	Red oak	2-2½" cal.	\$221.00	\$221.00	B&B
2	<i>Ulmus americana</i>	American elm	2-2½" cal.	\$248.00	\$496.00	B&B, disease resistant
Shrubs						
13	<i>Euonymus alatus</i>	Burning bush	2-3' h.	\$35.50	\$461.50	B&B
1	<i>Forsythia intermedia</i>	Forsythia	3-4' h.	\$32.25	\$32.25	B&B
20	<i>Ligustrum amurense</i>	Amur privet	2-3' h.	\$3.00	\$60.00	bundle
1	<i>Rhododendron maximum</i>	Rosebay rhododendron	2½-3' h	\$55.00	\$55.00	B&B
1	<i>Rhododendron catawba album</i>	Catawba rhododendron	2½-3' h	\$85.00	\$85.00	B&B
5	<i>Spiraea vanhouttei</i>	Vanhoutte Spirea	2-3' h.	\$18.00	\$90.00	B&B
5	<i>Syringa vulgaris</i> (purple)	Purple lilac	3-4' h.	\$46.00	\$230.00	B&B
2	<i>Viburnum dentatum</i>	Arrowwood viburnum	4-5' h.	\$37.00	\$74.00	B&B
				Total plant cost	\$1,932.75	



LANDSCAPE PLAN

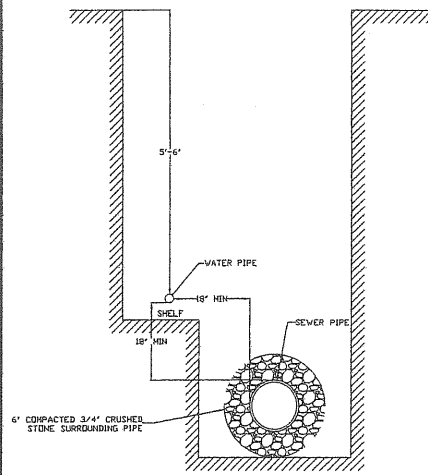
HABITAT FOR HUMANITY OF GREATER PORTLAND
385 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

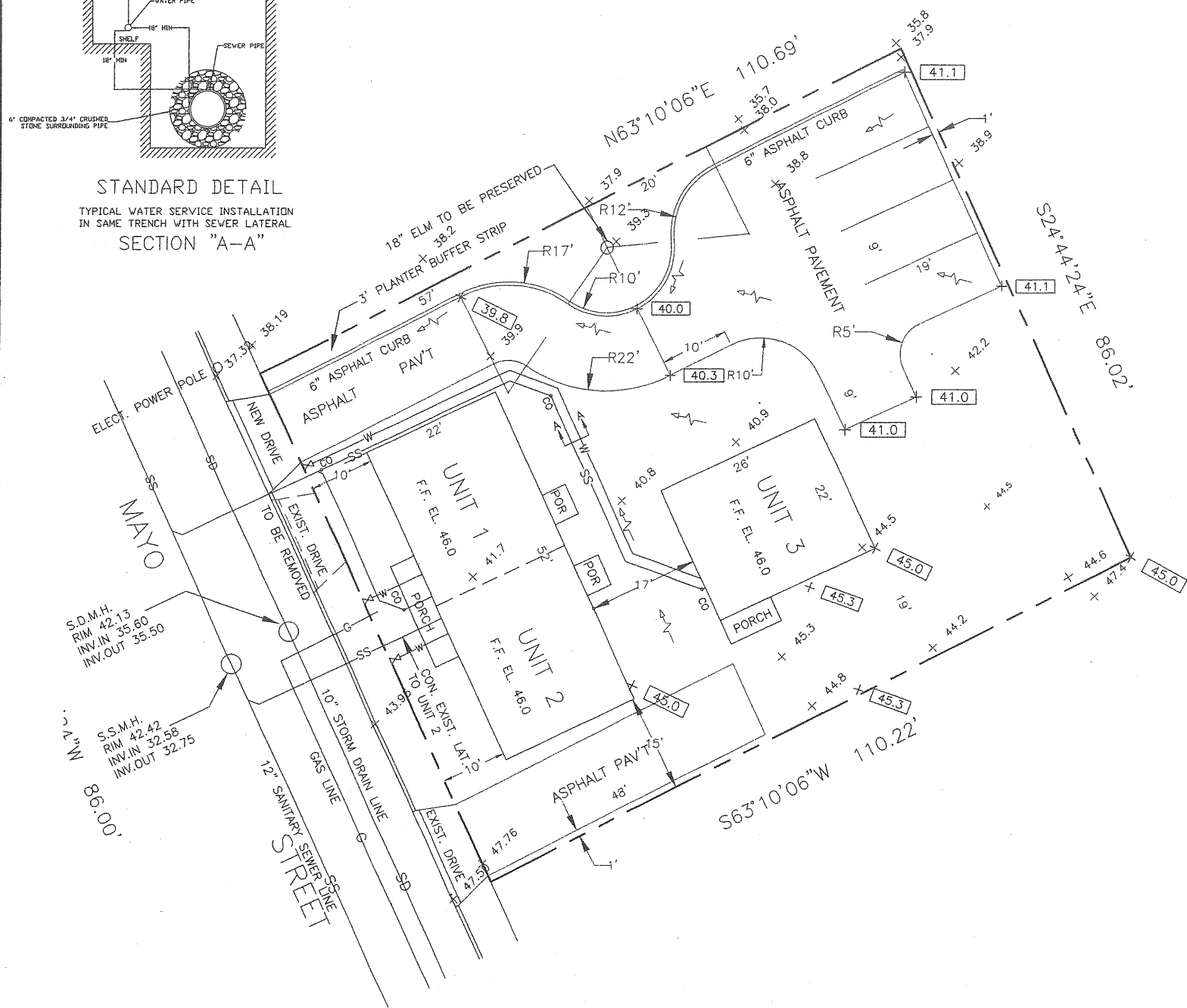
DRAWN CAZ	DESIGNED	SCALE 1"=10'	SHEET OF
CHECKED	DATE 05/06/00	JOB NO.	

NO.	DATE	DESCRIPTION OF REVISION	BY

MONRO ASSOCIATES
Land use planning and design
104 Salem Street
Portland, Maine 04102



STANDARD DETAIL
TYPICAL WATER SERVICE INSTALLATION
IN SAME TRENCH WITH SEWER LATERAL
SECTION "A-A"

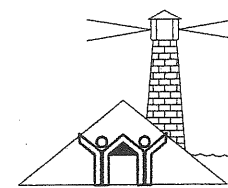


NOTES

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PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC, JOB NO. 2000-014P

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 20.50 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

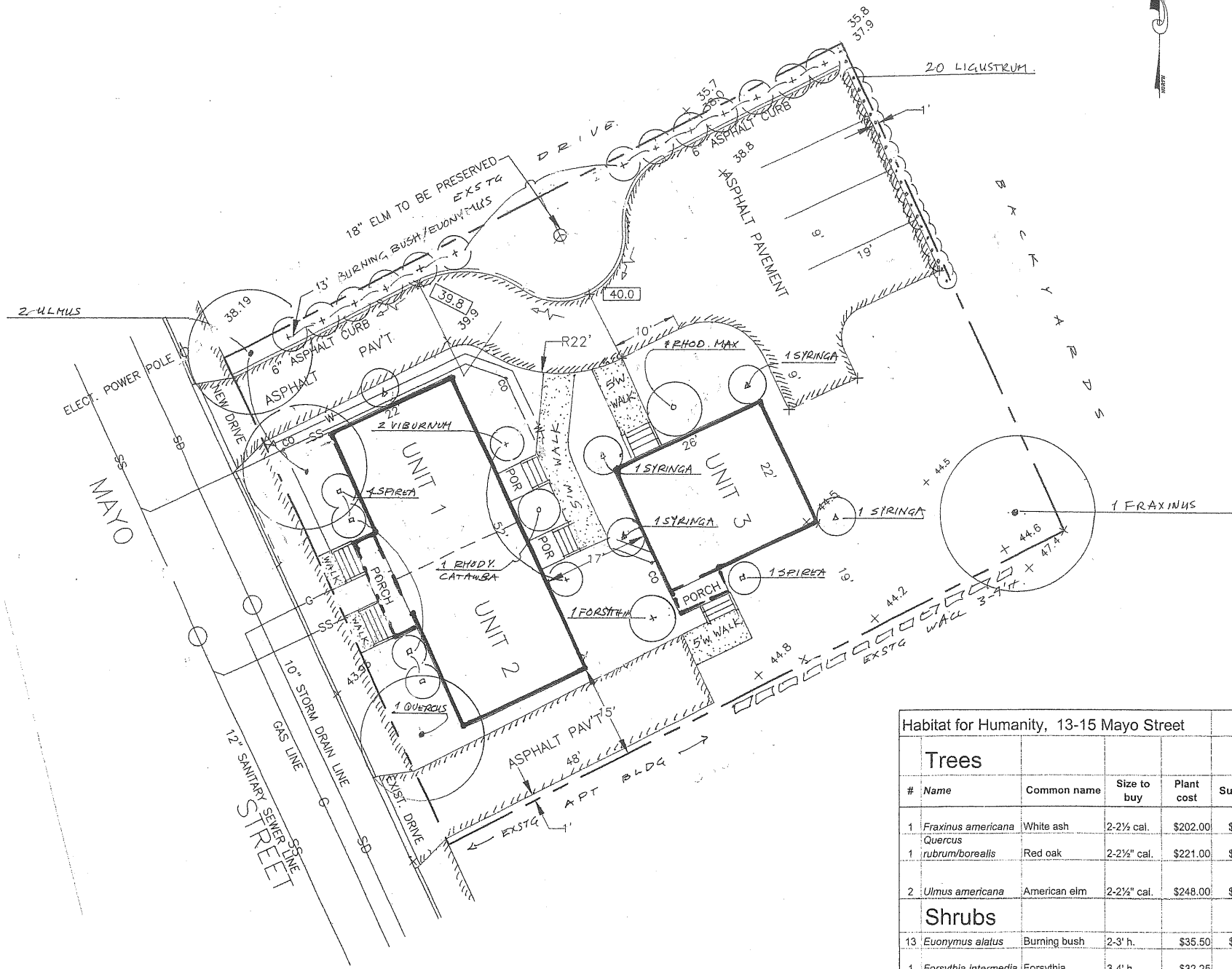


PRELIMINARY

SITE PLAN
HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET
						1"=10'	OF
					DATE	JOB NO.	
					05/06/00		



NOTES

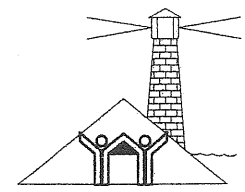
FOR BOUNDARY AND TOPOGRAPHIC DATA, SEE BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED APRIL, 19, 2000, BY OWEN HASKELL, INC. JOB NO. 2000-014P

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x DENOTES EXISTING ELEVATION
- x (20.50) DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

Habitat for Humanity, 13-15 Mayo Street

Trees						
#	Name	Common name	Size to buy	Plant cost	Subtotal	Notes
1	<i>Fraxinus americana</i>	White ash	2-2½ cal.	\$202.00	\$202.00	B&B
1	<i>Quercus rubrum/borealis</i>	Red oak	2-2½" cal.	\$221.00	\$221.00	B&B
2	<i>Ulmus americana</i>	American elm	2-2½" cal.	\$248.00	\$496.00	B&B, disease resistant
Shrubs						
13	<i>Euonymus alatus</i>	Burning bush	2-3' h.	\$35.50	\$461.50	B&B
1	<i>Forsythia intermedia</i>	Forsythia	3-4' h.	\$32.25	\$32.25	B&B
20	<i>Ligustrum amurense</i>	Amur privet	2-3' h.	\$3.00	\$60.00	bundle
1	<i>Rhododendron maximus</i>	Rosebay rhododendron	2½-3' h	\$55.00	\$55.00	B&B
1	<i>Rhododendron catawba album</i>	Catawba rhododendron	2½-3' h	\$85.00	\$85.00	B&B
5	<i>Spiraea vanhouttei</i>	Spirea	2-3' h.	\$18.00	\$90.00	B&B
5	<i>Syringa vulgaris</i> (purple)	Purple lilac	3-4' h.	\$46.00	\$230.00	B&B
2	<i>Viburnum dentatum</i>	Arrowwood viburnum	4-5' h.	\$37.00	\$74.00	B&B
				Total plant cost	\$1,932.75	



LANDSCAPE PLAN

HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

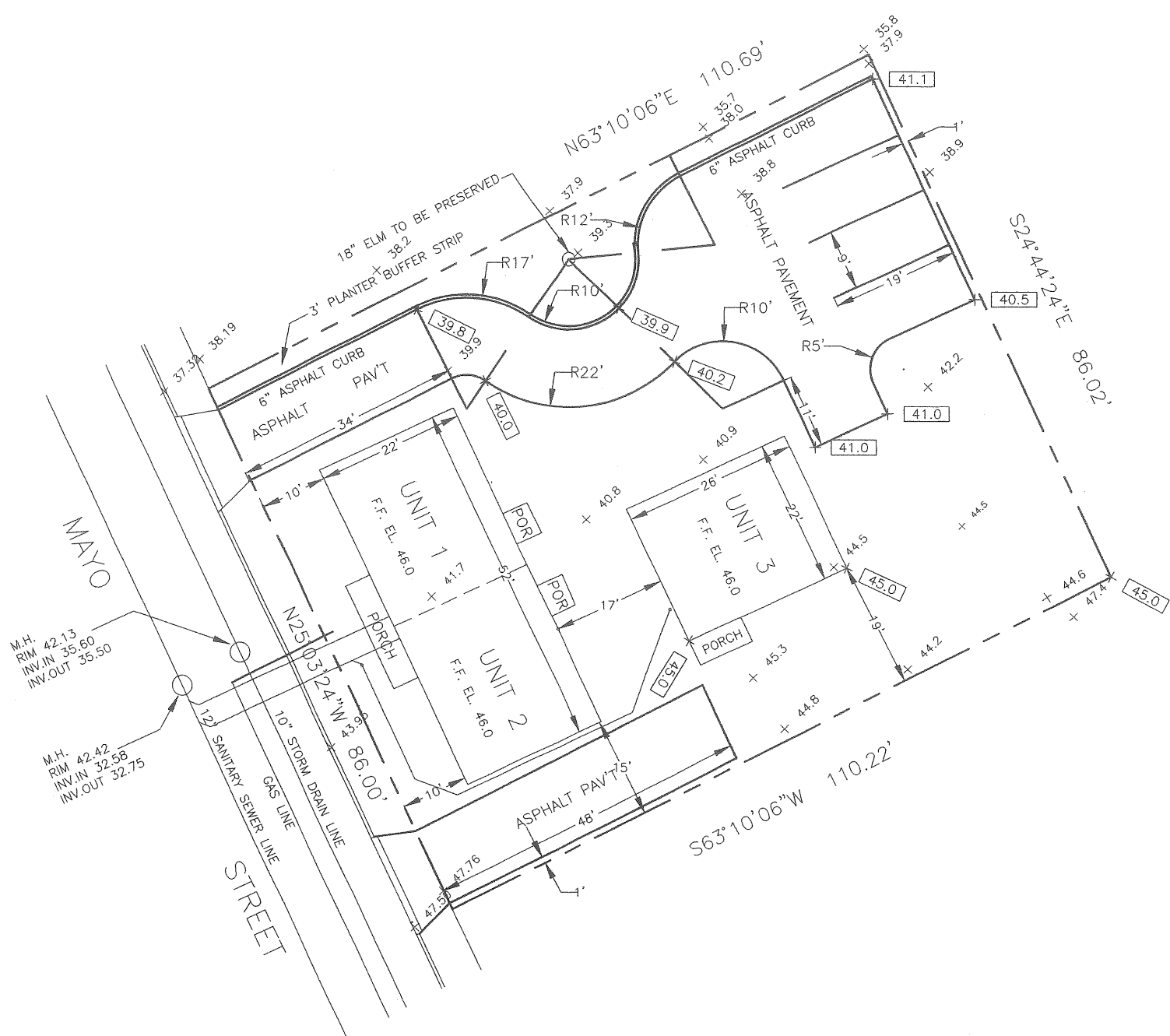
13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	CHECKED	DESIGNED	SCALE	SHEET	DATE	OF
						1"=10'		05/06/00	
						JOB NO.			

MONRO ASSOCIATES
Land use planning and design
104 Salem Street
Portland, Maine 04102

Mon, May 06 09:01:25 2000

A# 7



NOTES

- ①
- ②
- ③
- ④
- ⑤
- ⑥
- ⑦
- ⑧

LEGEND

- ⑤ DENOTES NOTE REFERENCE NUMBER
- x 18.6 DENOTES EXISTING ELEVATION
- x 20.50 DENOTES DESIGN ELEVATION
- P- DENOTES OVERHEAD POWER LINE

LEGAL DESCRIPTION

SITE PLAN

HABITAT FOR HUMANITY OF GREATER PORTLAND
365 CONGRESS STREET, PORTLAND, ME 04104 PHONE 772-2151

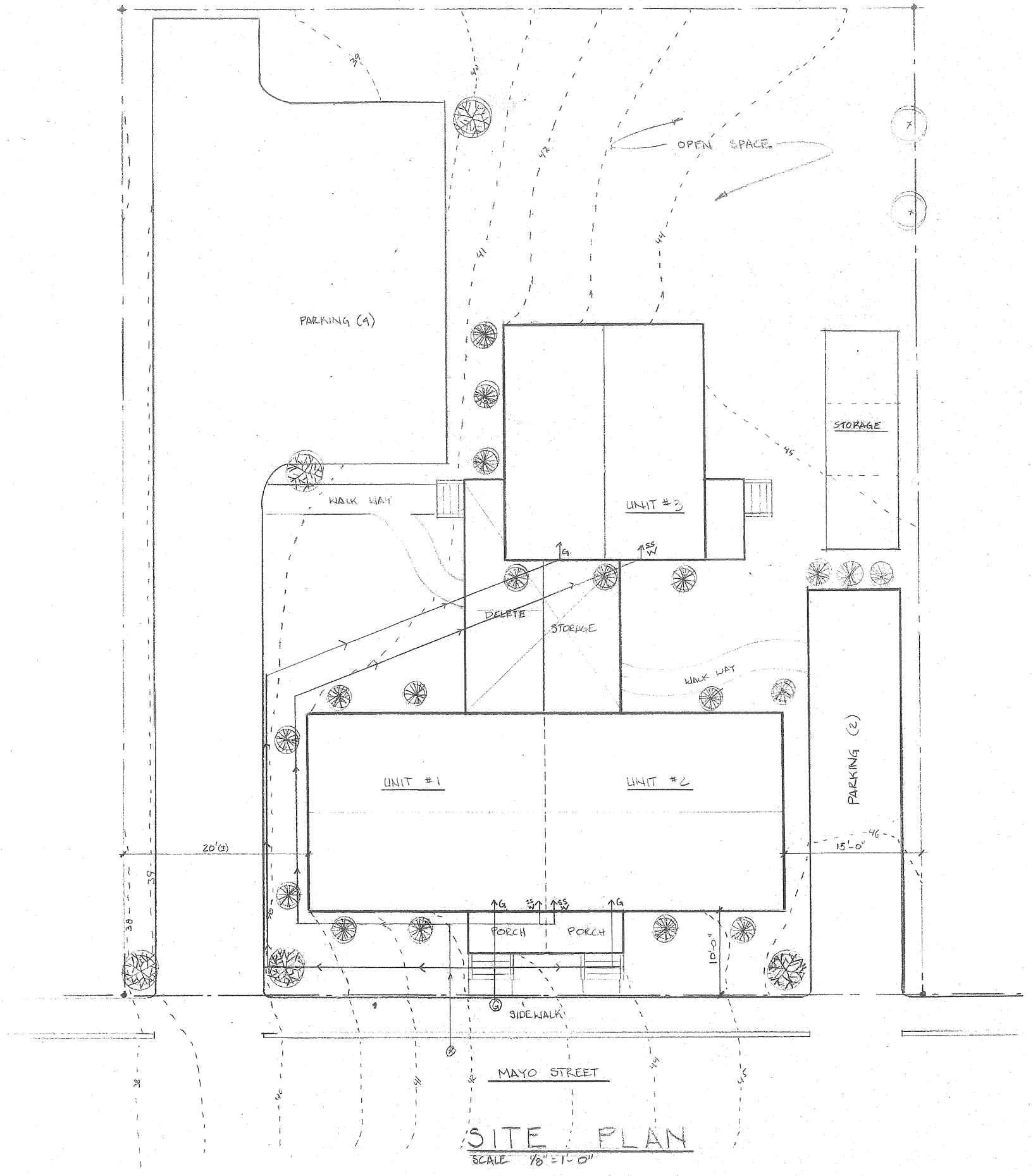
13-15 MAYO STREET PROJECT

NO.	DATE	DESCRIPTION OF REVISION	BY	DRAWN	DESIGNED	SCALE	SHEET
				CAZ		1"=10'	OF
				CHECKED	DATE	JOB NO.	
					05/03/00		

ATT 3

3 HOUSING UNITS
 UNIT #1 = 5 BEDROOMS
 UNIT #2 = 3 BEDROOMS
 UNIT #3 = 3 BEDROOMS

6 PARKING SPACES
 2 SPACES / UNIT
 SHARED OPEN SPACE

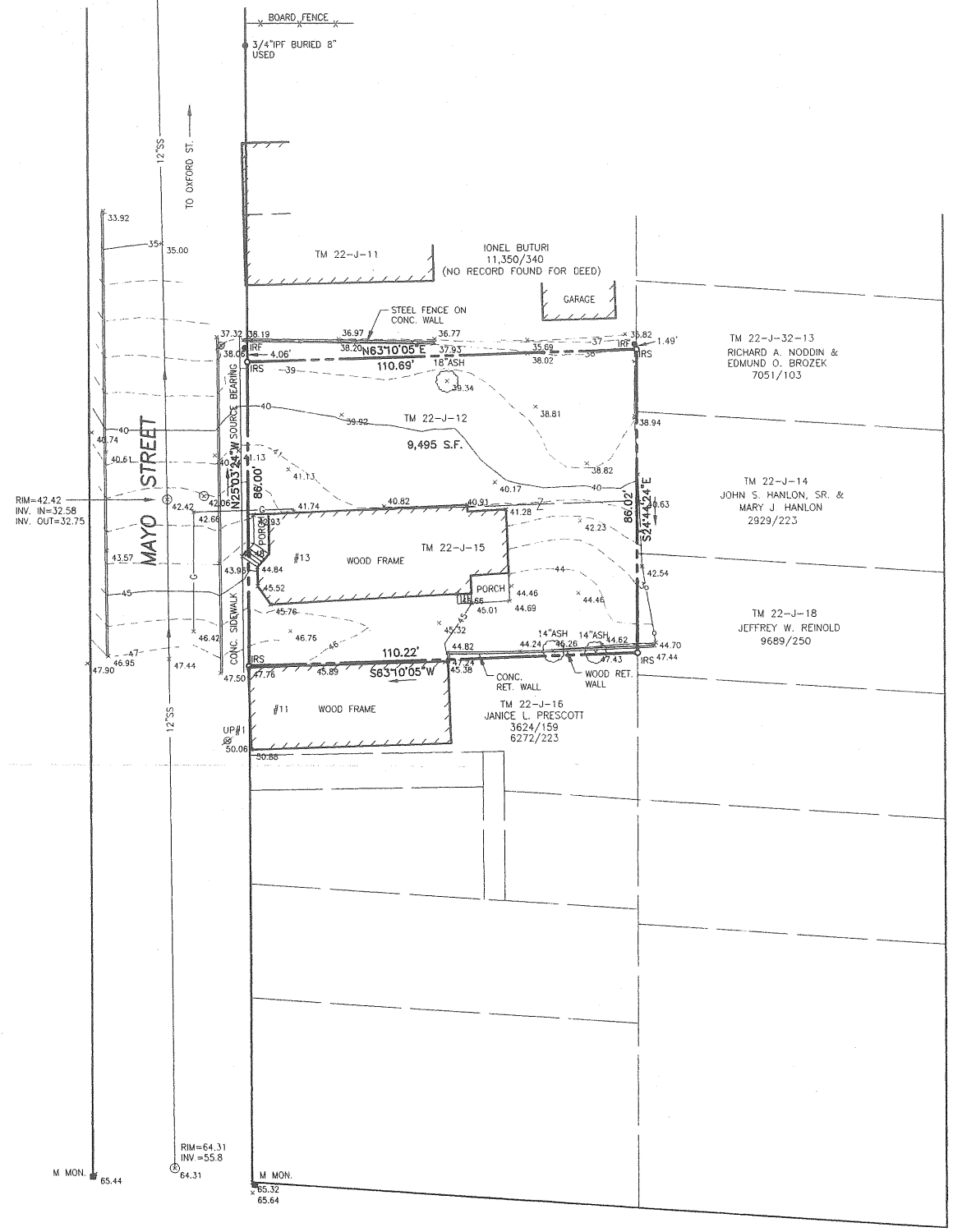
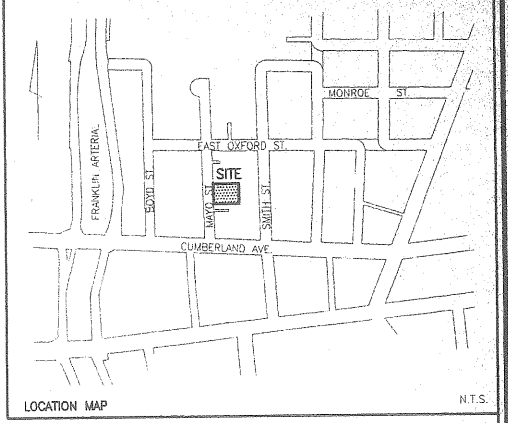
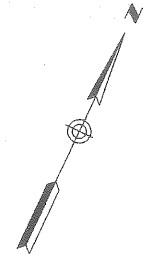


MORRIS C. HANCOCK AIA.
 ARCHITECT
 207 865-9257
 FREEPORT MAINE

HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND MAINE
 SITE PLAN

DATE 11-10-99
 SCALE 1/8" = 1'-0"
 L-1

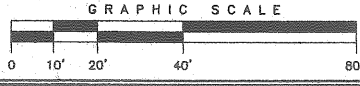
44 7



SMITH STREET

CUMBERLAND AVENUE

- LEGEND:**
- IRON ROD SET w/CAP #509
 - IRON PIPE FOUND
 - M MONUMENT FOUND
 - ⊕ UTILITY POLE
 - MANHOLE
 - DECIDUOUS TREE
 - FENCE
 - CURB
 - GAS LINE
 - SS SANITARY SEWER
 - 1' CONTOUR
 - x SPOT ELEVATION



CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS FOR A CATEGORY 1, CONDITION II, SURVEY WITH THE FOLLOWING EXCEPTIONS:
NO NEW DEED DESCRIPTION; NO REPORT

DATE 4-19-00

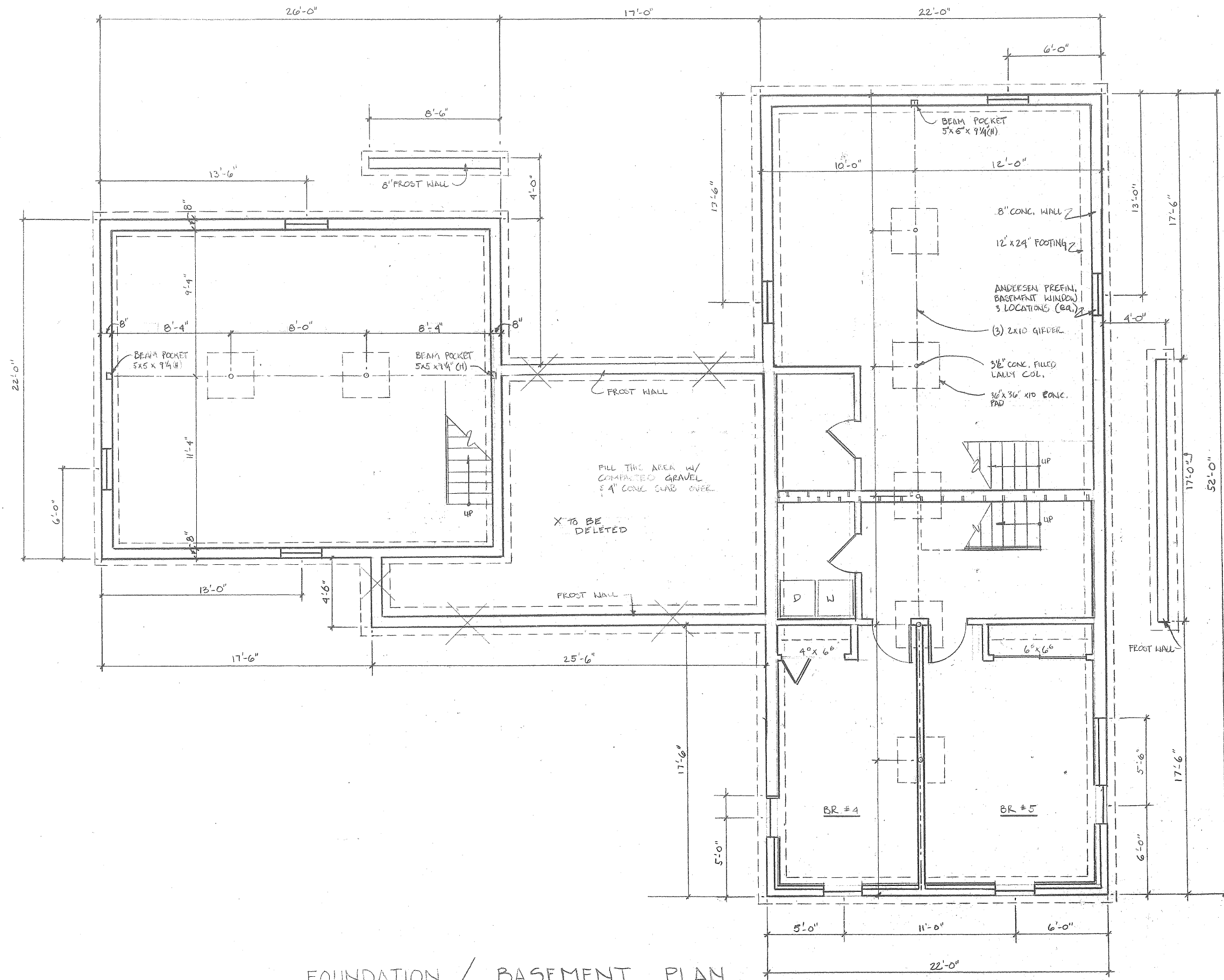
JOHN P.R. CYR, PLS NO. 509



STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY
ON
MAYO STREET, PORTLAND, MAINE
MADE FOR
HABITAT FOR HUMANITY OF GREATER PORTLAND
P.O. BOX 1050, PORTLAND, MAINE

OWEN HASKELL, INC.
16 CASCO ST., PORTLAND, ME 04101 (207)774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	FJS	Date	Job No.
Trace By	JLW	APRIL 19, 2000	2000-014P
Check By	JPRC	Scale	Draw. No.
Book No.	894	1" = 20'	1



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

MORRIS C. HANCOCK A.I.A.
 ARCHITECT
 207 865-9257
 FREEPORT, MAINE

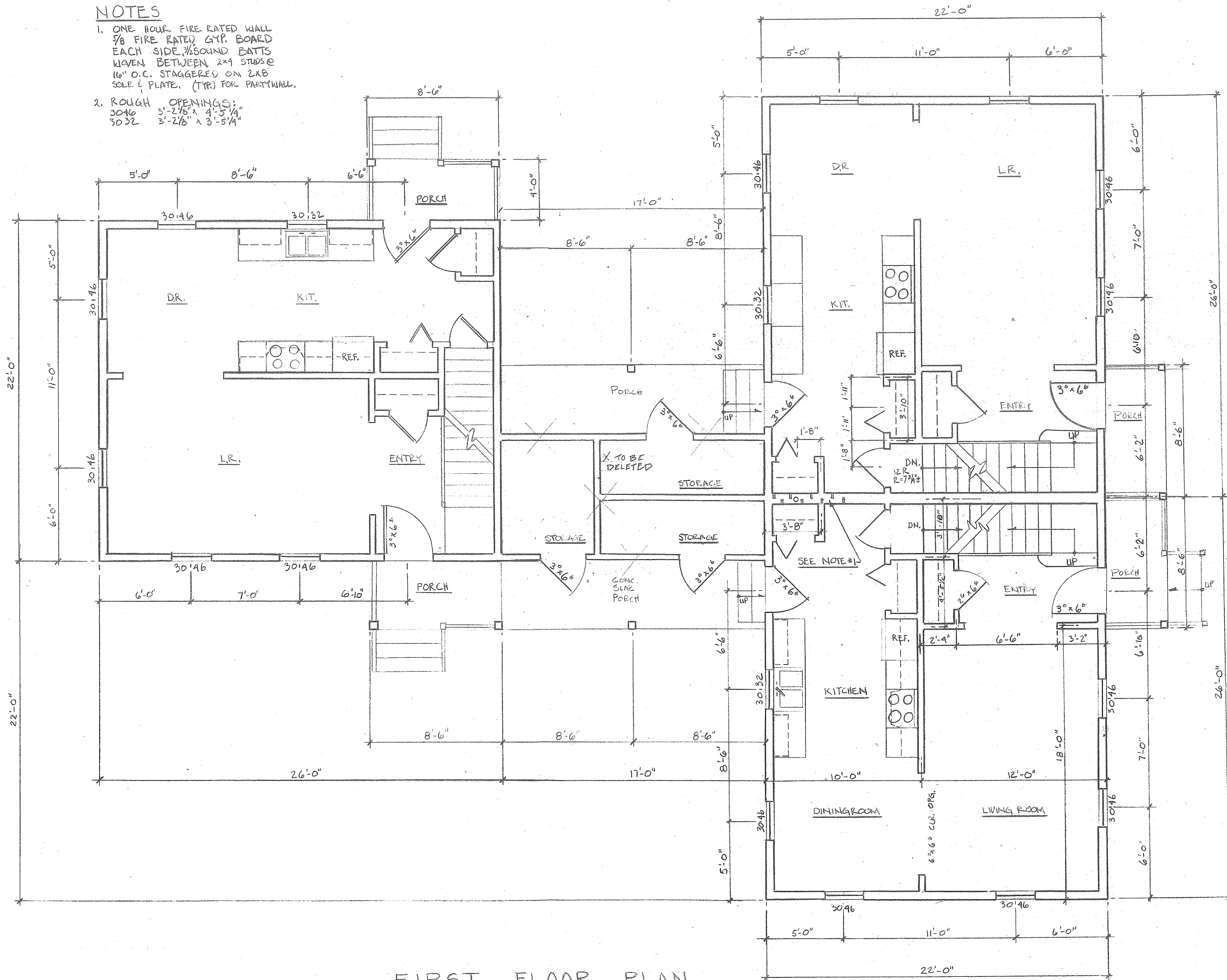
HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND, MAINE
 BASEMENT FLOOR/FND PLAN

DATE 11-10-99
 SCALE 1/4" = 1'-0"
 A-1

4710.2

NOTES

- ONE HOUR FIRE RATED WALL
3/8 FIRE RATED GYP. BOARD
EACH SIDE, 1/2 SOUND BATT
WOVEN BETWEEN 2x4 STUDS @
16" O.C. STAGGERED ON 2x8
SOLE & PLATE. (TYP) FOR PARTWALL.
- ROUGH OPENINGS:
3046 3'-2 1/8" x 4'-5 1/4"
3032 3'-2 1/8" x 3'-5 1/4"



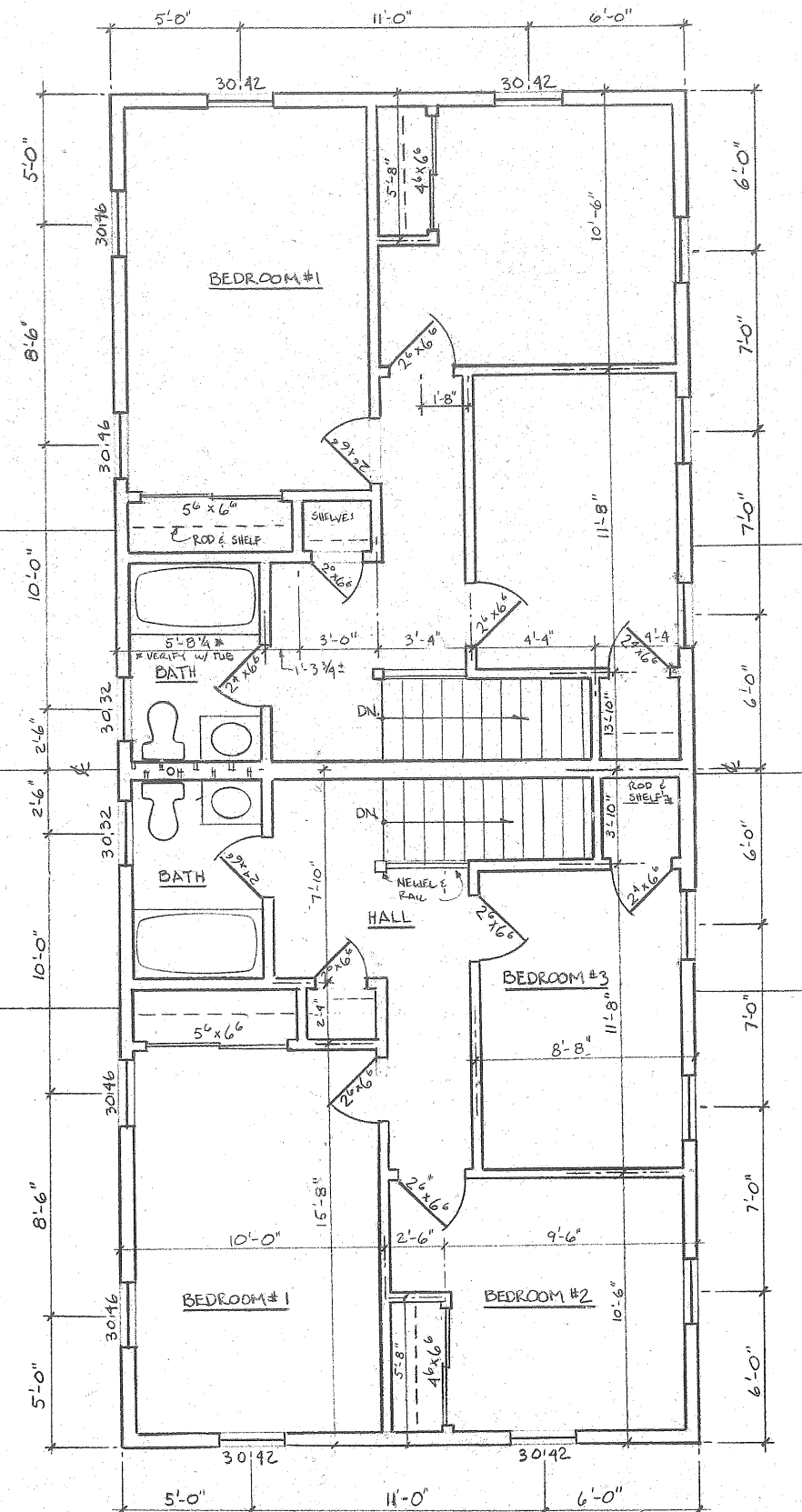
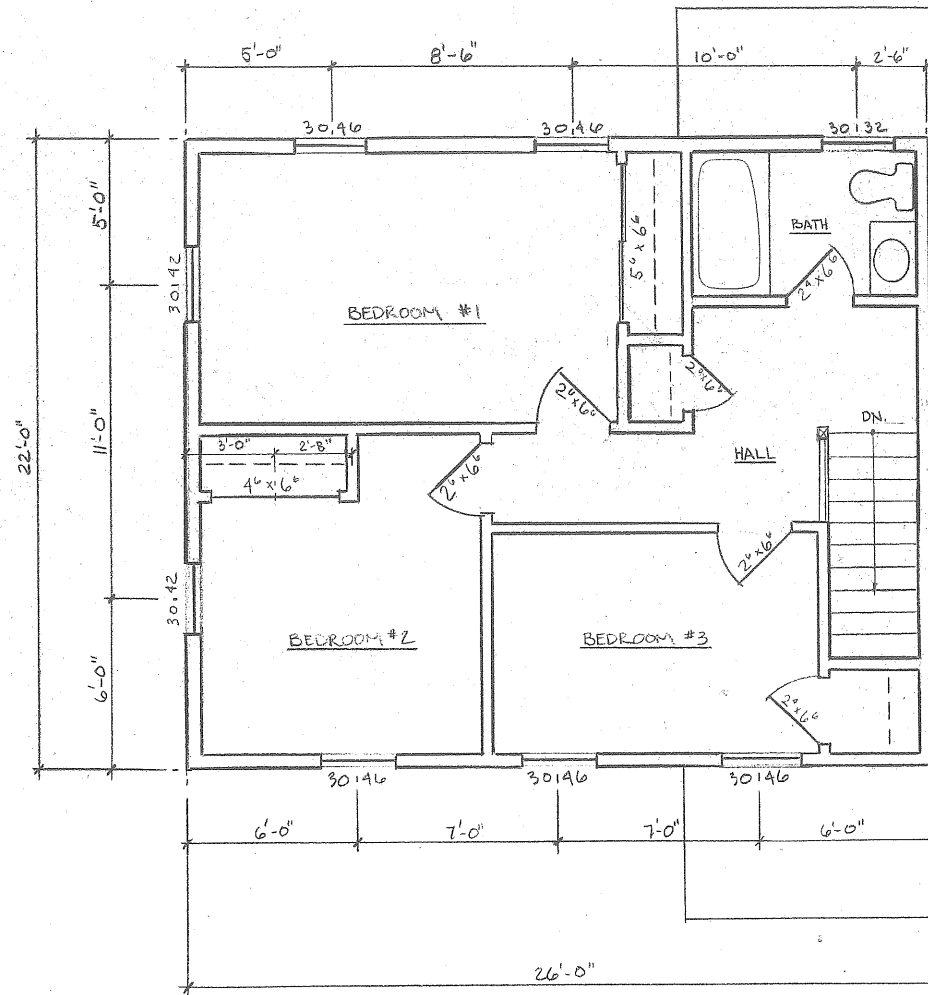
FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

MORRIS C. HANCOCK, AIA,
ARCHITECT
207 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET (#13 & 15)
PORTLAND MAINE
FIRST FLOOR PLAN

DATE 11/10/99
SCALE 1/4" = 1'-0"
A-2

Att 10.3



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

MORRIS C. HANCOCK A.I.A.
ARCHITECT
207 865-9257
FREETPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
SECOND FLOOR PLAN

DATE 11-10-97
SCALE 1/4" = 1'-0"
A-3

441 10.3



SIDE ELEVATION
SCALE 1/4"=1'-0"

NOTE:
ALL WINDOWS ANDERSON PERMASHIELD
DOUBLE HUNG.



SIDE ELEVATION
(OPPOSITE SIDE FROM ABOVE) SCALE 1/8"=1'-0"

MOREIS C. HANCOCK A.I.A.
ARCHITECT
207 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
SIDE ELEVATIONS

DATE 11.10.99
SCALE 1/4"=1'-0"
A-4

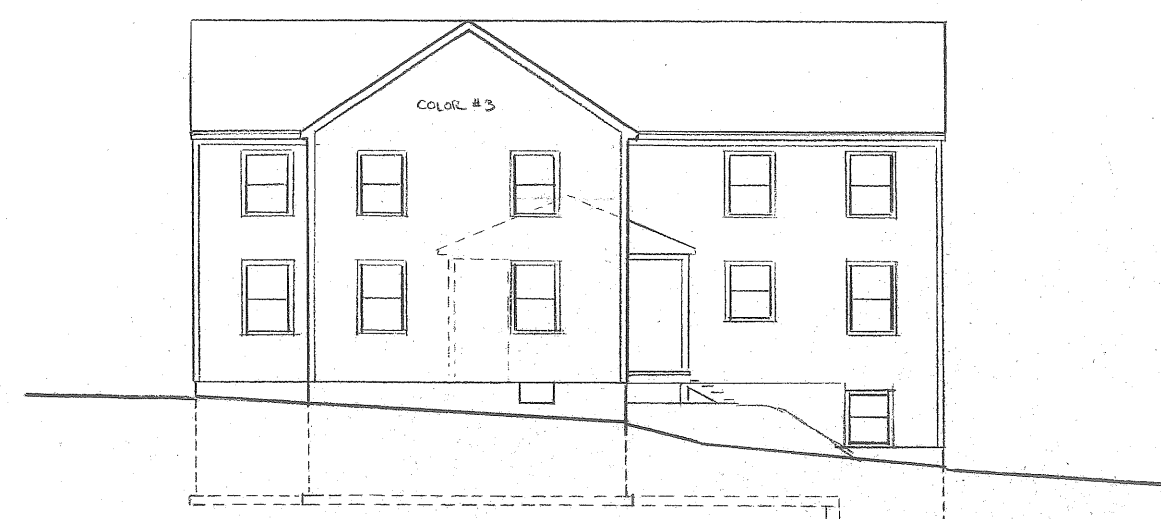
Att 10.4



FRONT ELEVATION
SCALE 1/4" = 1'-0"

NOTES:

- ALL ASPHALT ROOFING SHINGLES TO BE SAME BRAND & COLOR
- ALL TRIM TO BE PAINTED SAME COLOR FOR ALL UNITS



BACK ELEVATION
SCALE 1/8" = 1'-0"

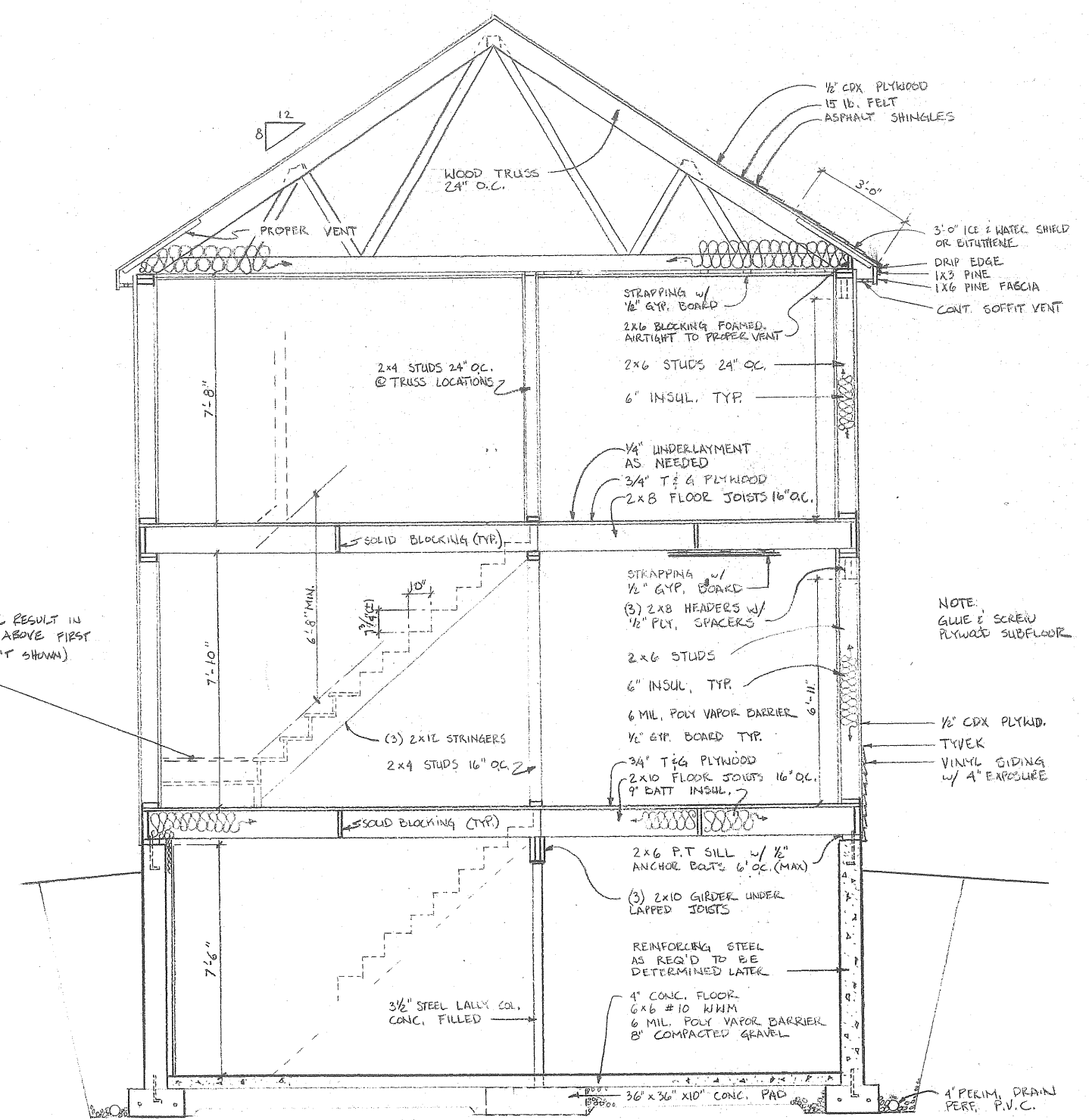
MORRIS C. HANCOCK AIA.
ARCHITECT
207 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
FRONT & BACK ELEVATIONS

DATE 11.10.99
SCALE AS NOTED

A-5

AH 10.5



N.B.
 7 3/4\" R x 10\" T WILL RESULT IN
 LANDING 2 RISERS ABOVE FIRST
 FLOOR (8\" R x 9\" T SHOWN)

NOTE:
 GLUE & SCREW
 PLYWOOD SUBFLOOR

BUILDING SECTION
 SCALE 3/8\" = 1'-0\"

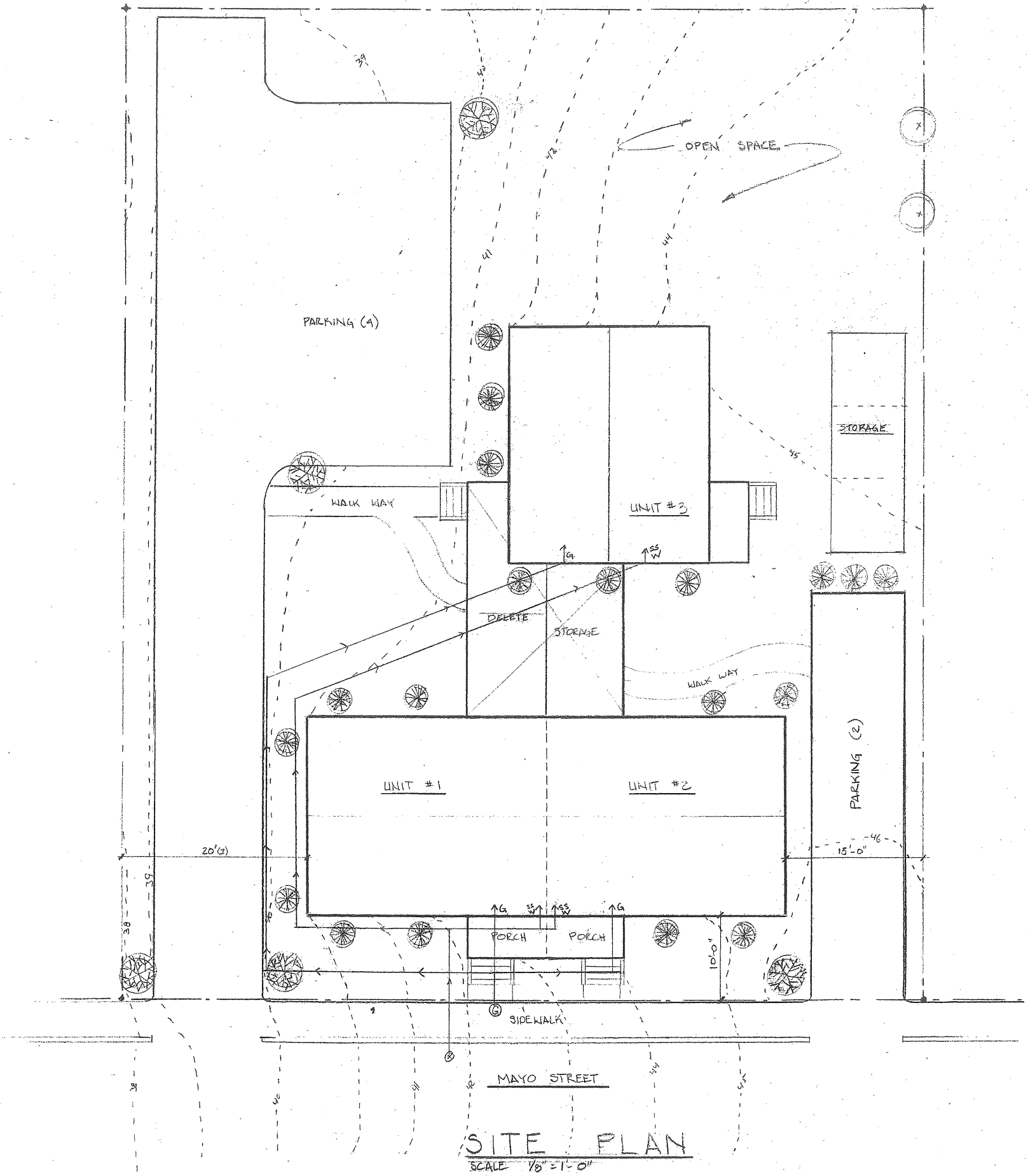
MOERIS G. HANCOCK A.I.A.
 ARCHITECT
 201 865-9257
 FREEPORT MAINE

HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND MAINE
 BUILDING SECTION

DATE: 11-10-99
 SCALE: 3/8\" = 1'-0\"
 A-6

3 HOUSING UNITS
 UNIT #1 = 5 BEDROOMS
 UNIT #2 = 3 BEDROOMS
 UNIT #3 = 3 BEDROOMS

6 PARKING SPACES
 2 SPACES / UNIT
 SHARED OPEN SPACE

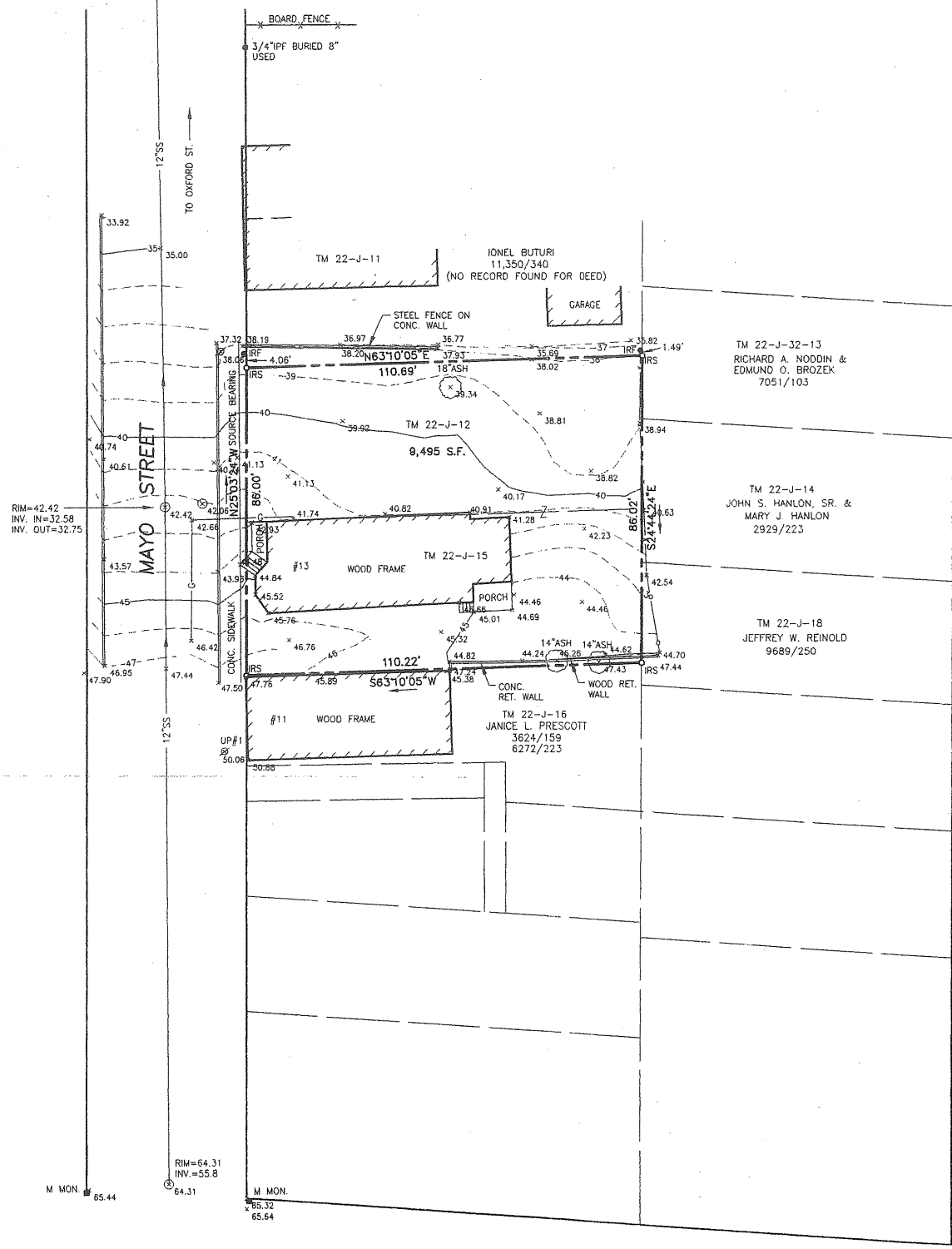
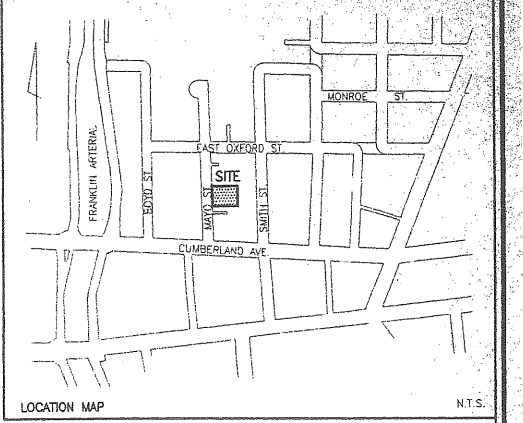
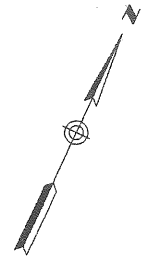


SITE PLAN
 SCALE 1/8" = 1'-0"

MORRIS C. HANCOCK AIA.
 ARCHITECT
 207 865-9257
 FREEPORT MAINE

HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND MAINE
 SITE PLAN

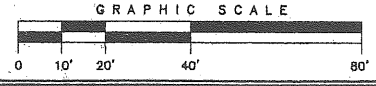
DATE 11-10-99
 SCALE 1/8" = 1'-0"
 L-1



SMITH STREET

CUMBERLAND AVENUE

- LEGEND:**
- IRON ROD SET w/CAP #509
 - IRON PIPE FOUND
 - M MONUMENT FOUND
 - UTILITY POLE
 - MANHOLE
 - DECIDUOUS TREE
 - FENCE
 - CURB
 - G GAS LINE
 - SS SANITARY SEWER
 - 40 1' CONTOUR
 - * 46.75 SPOT ELEVATION



CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS STANDARDS FOR A CATEGORY I, CONDITION II, SURVEY WITH THE FOLLOWING EXCEPTIONS:

NO NEW DEED DESCRIPTION; NO REPORT

4-19-00
DATE

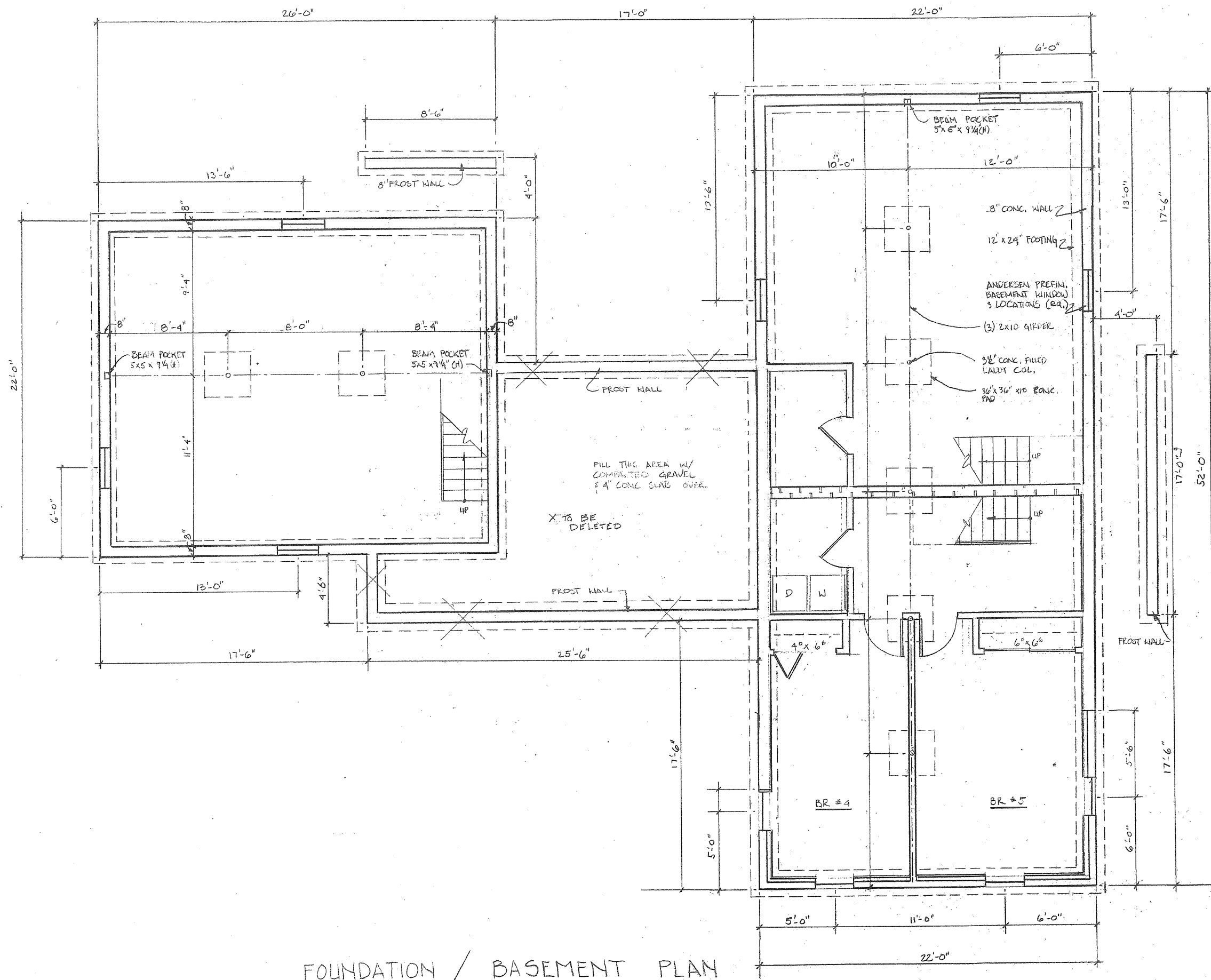
John P.R. Cyr
JOHN P.R. CYR, PLS NO. 509



STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY
ON
MAYO STREET, PORTLAND, MAINE
MADE FOR
HABITAT FOR HUMANITY OF GREATER PORTLAND
P.O. BOX 1050, PORTLAND, MAINE

OWEN HASKELL, INC.
16 CASCO ST., PORTLAND, ME 04101 (207)774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By FJS	Date APRIL 19, 2000	Job No. 2000-014P
Trace By JLW	Scale	Drawn No.
Check By JPRC	1" = 20'	1
Book No. 894		



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

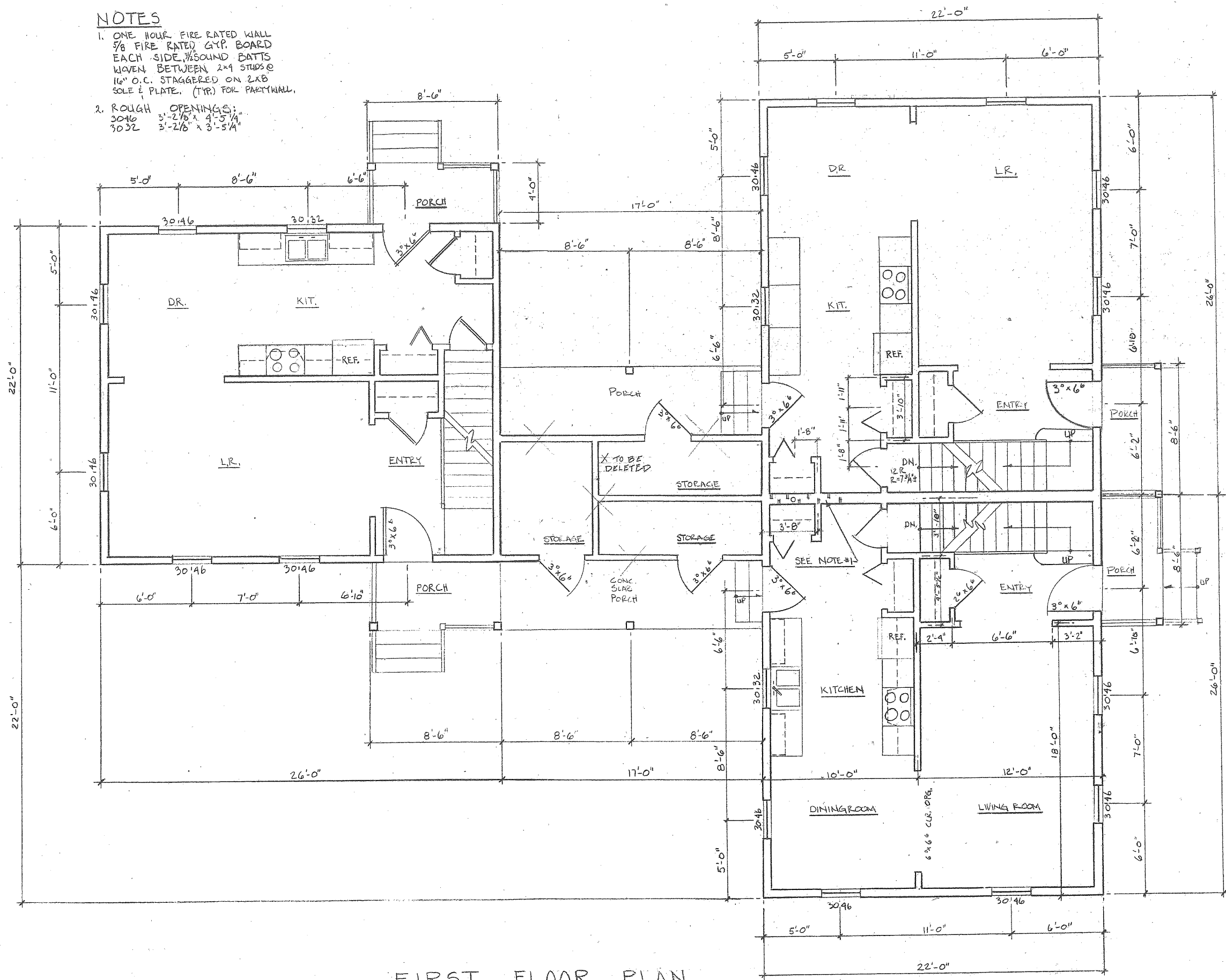
MORRIS C. HANCOCK AIA,
 ARCHITECT
 201 865-9257
 FREEPORT, MAINE

HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND MAINE
 BASEMENT FLOOR / FND PLAN

DATE 11-10-99
 SCALE 1/4" = 1'-0"
 A-1

NOTES

- 1. ONE HOUR FIRE RATED WALL
3/8" FIRE RATED GYP. BOARD
EACH SIDE 1/2" SOUND BATT
WAVEN BETWEEN 2x4 STUDS @
16" O.C. STAGGERED ON 2x8
SOLE & PLATE. (TYR) FOR PARTY WALL.
- 2. ROUGH OPENINGS:
3046 3'-2 1/8" x 4'-5 1/4"
3032 3'-2 1/8" x 3'-5 1/4"



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

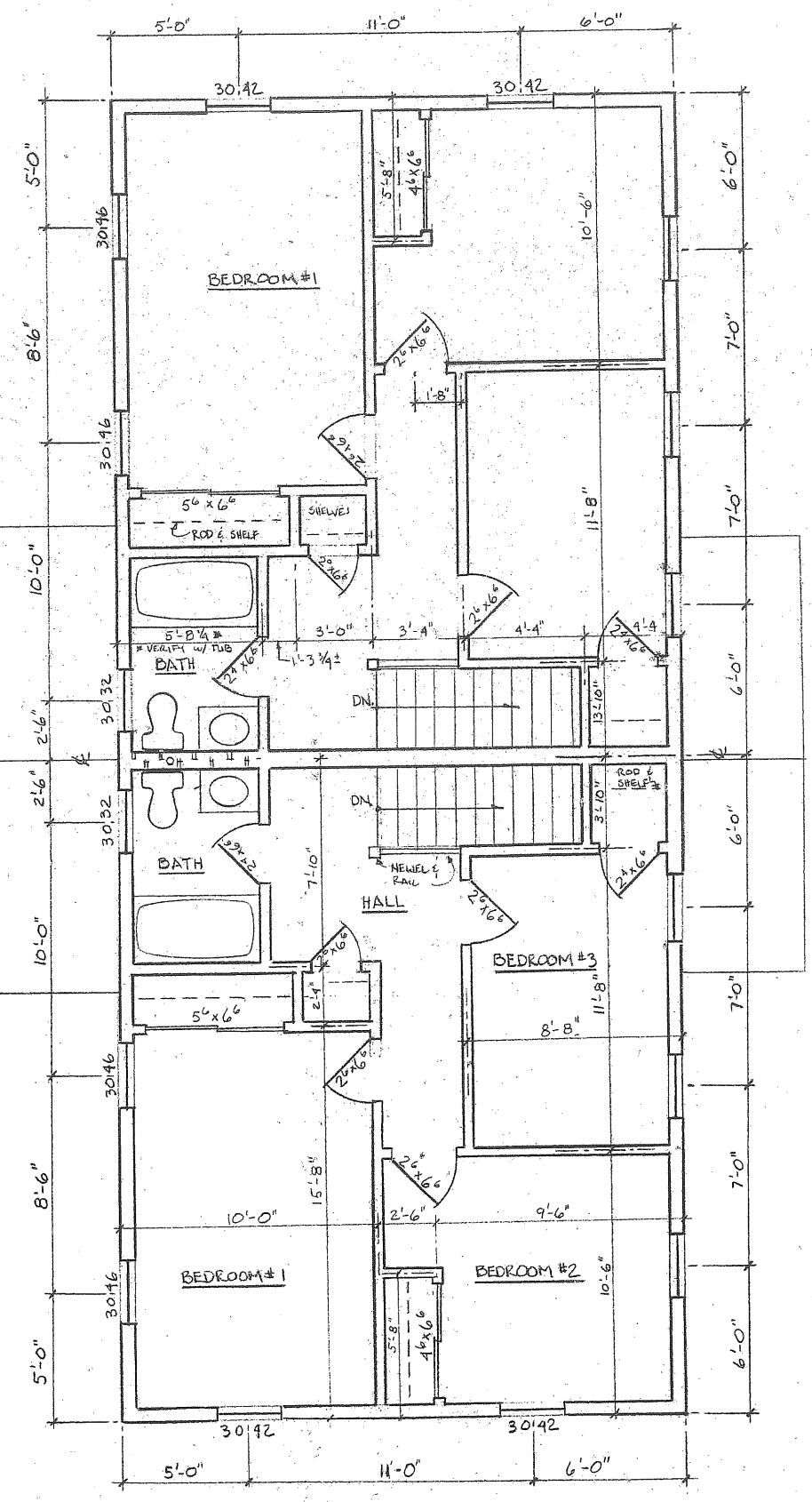
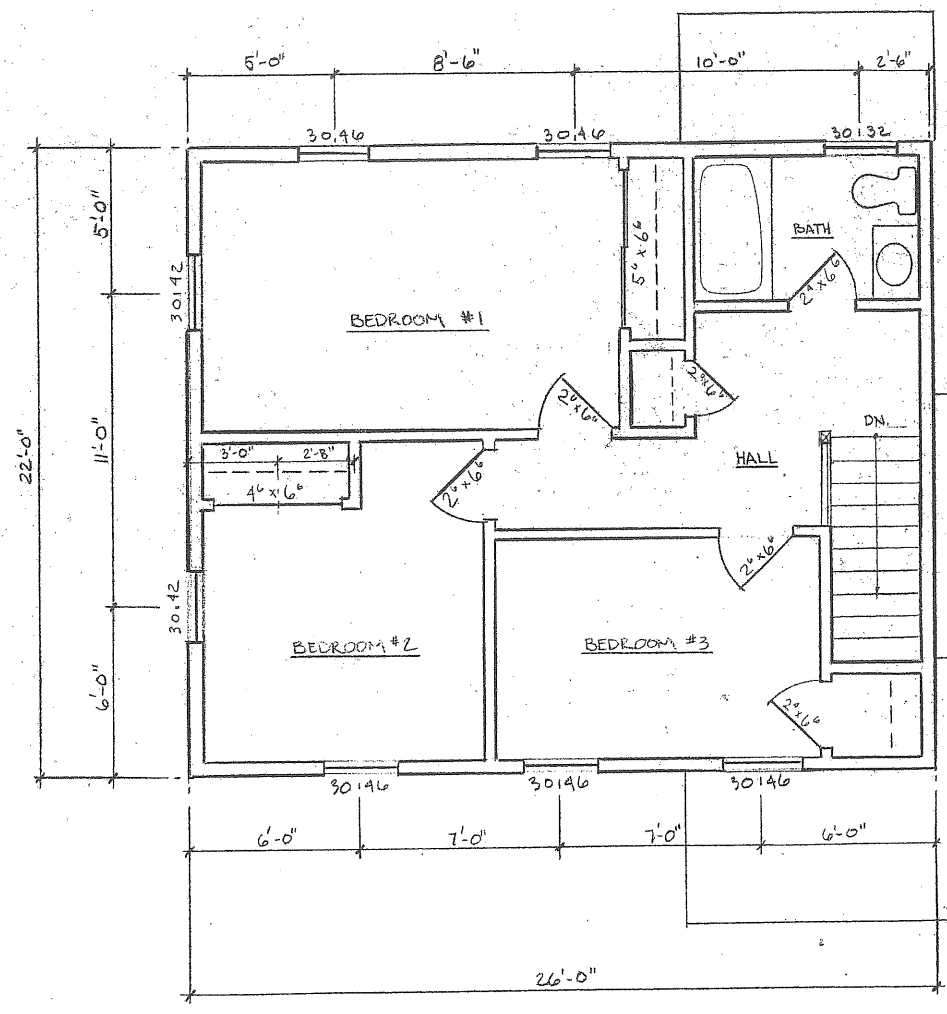
MORRIS C. HANCOCK, AIA,
ARCHITECT
207 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET (#13 & 15)
PORTLAND MAINE
FIRST FLOOR PLAN

DATE 11/10/99
SCALE 1/4" = 1'-0"

A-2

Att 10.3



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

MORRIS C. HANCOCK A.I.A.
ARCHITECT
201 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
SECOND FLOOR PLAN

DATE 11-10-99
SCALE 1/4" = 1'-0"

A-3

44 10-3



SIDE ELEVATION
SCALE 1/4"=1'-0"

NOTE:
ALL WINDOWS ANDERSON PERMASHIELD
DOUBLE HUNG.



SIDE ELEVATION
(OPPOSITE SIDE FROM ABOVE) SCALE 1/8"=1'-0"

MORRIS C. HANCOCK A.I.A.
ARCHITECT
207-865-9257
FREEPORT MAINE

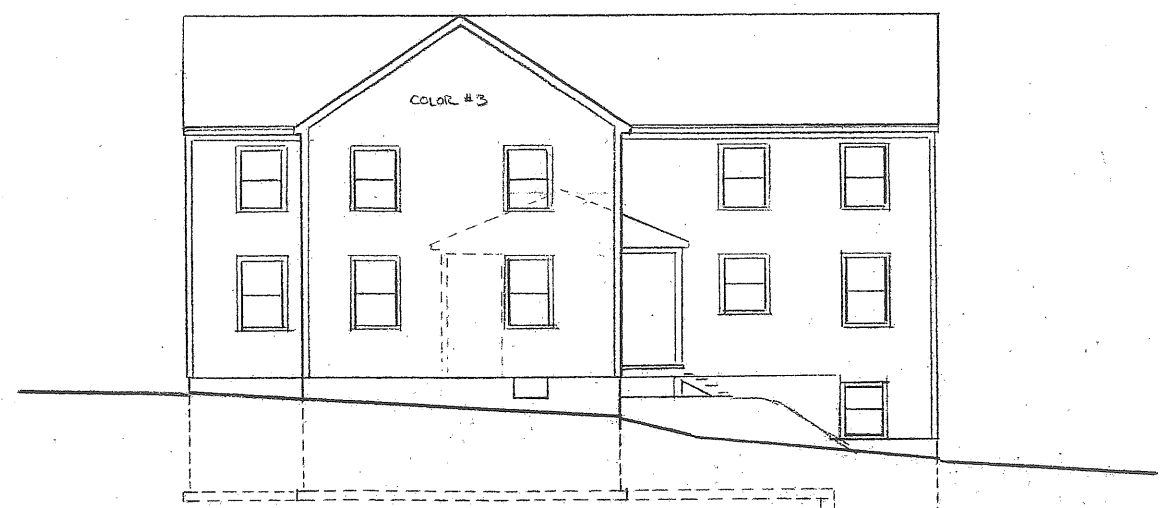
HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
SIDE ELEVATIONS

DATE 11.10.99
SCALE 1/4"=1'-0"
A-4



FRONT ELEVATION
SCALE 1/4" = 1'-0"

- NOTES:
- ALL ASPHALT ROOFING SHINGLES TO BE SAME BRAND & COLOR
 - ALL TRIM TO BE PAINTED SAME COLOR FOR ALL UNITS



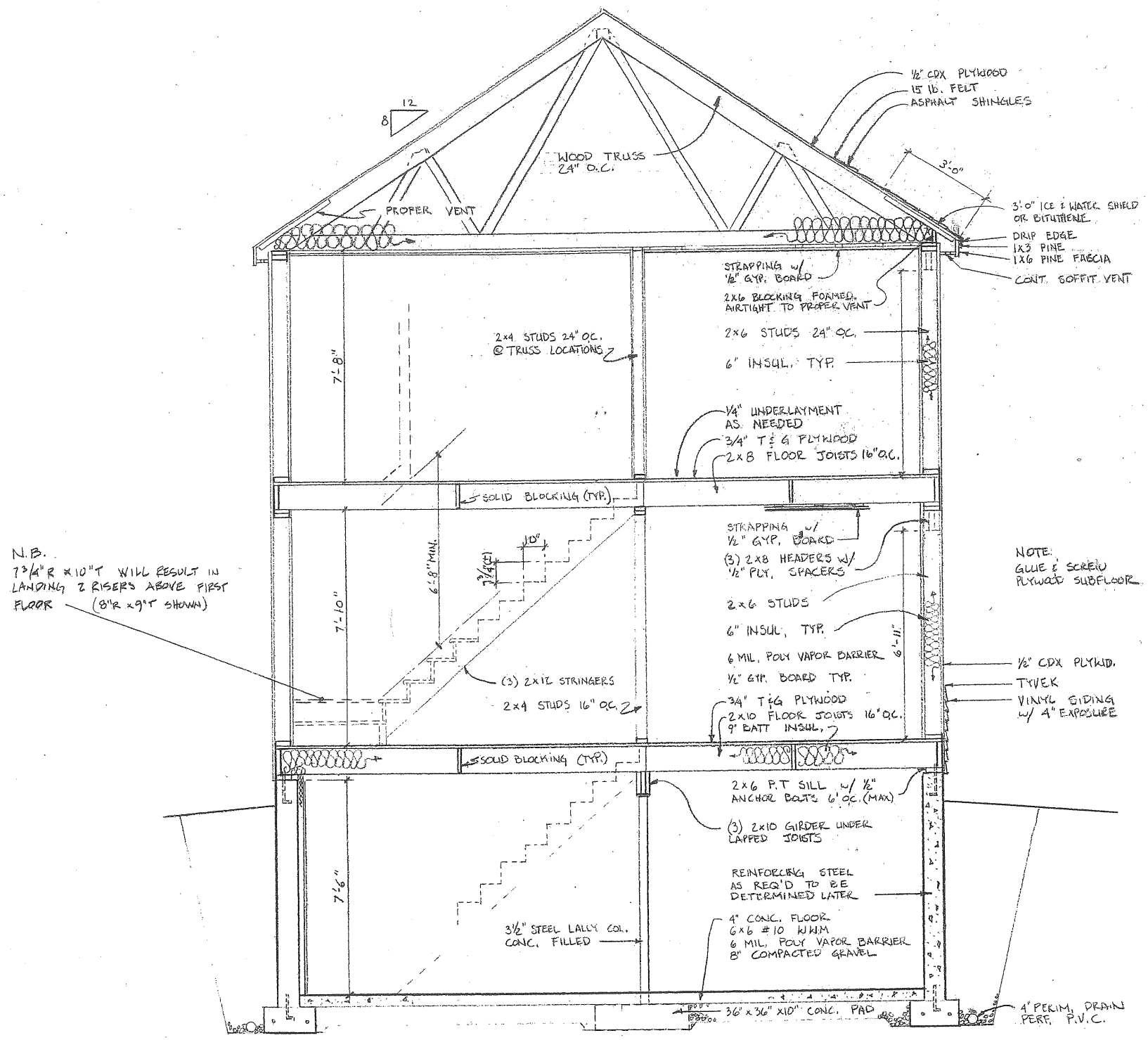
BACK ELEVATION
SCALE 1/8" = 1'-0"

MORRIS C. HANCOCK AIA.
ARCHITECT
207 865-9257
FREEPORT MAINE

HABITAT FOR HUMANITY
MAYO STREET
PORTLAND MAINE
FRONT & BACK ELEVATIONS

DATE 11.10.99
SCALE AS NOTED
A-5

AH 10.5



N.B.
 7 3/4\" R x 10\" T WILL RESULT IN
 LANDING 2 RISERS ABOVE FIRST
 FLOOR (8\" R x 9\" T SHOWN)

NOTE:
 GLUE & SCREW
 PLYWOOD SUBFLOOR

BUILDING SECTION
 SCALE 3/8\" = 1'-0\"

MORRIS C. HANCOCK A.I.A.
 ARCHITECT
 207 865-9257
 FREEPORT MAINE

HABITAT FOR HUMANITY
 MAYO STREET
 PORTLAND MAINE
 BUILDING SECTION

DATE: 11-10-99
 SCALE: 3/8\" = 1'-0\"
 A-6