

H&B Hopkinson, Abbondanza & Backer

A T T O R N E Y S

September 2, 2004

Marge Schmuckal
Zoning Administrator
City of Portland
389 Congress Street
Portland, Maine 04101

RE: 73 Brackett Street Condominiums


044-I-005

Dear Marge:

This letter is a follow up to your August 6, 2004 response to our request for determination seeking proof that the condominiums were created prior to the December 16, 1981 effective date of the condominium conversion ordinance. Attached please find a copy of an affidavit and declaration filed with the Cumberland County Registry of Deeds which establishes that Danforth Associates recorded the declaration for the condominiums at 73 Brackett Street on December 1, 1981.

Please confirm that the seven dwelling units are legal condominium units and that they may be properly sold as condominiums. Thank you for your assistance in this matter and do not hesitate to contact me with any questions you may have.

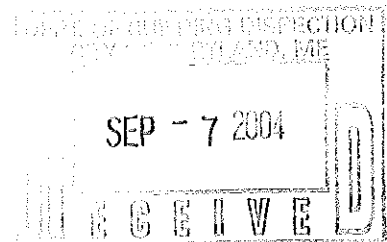
Very truly,


Richard J. Abbondanza
E-Mail: rja@hablaw.com

RJA/AET

Enclosures
Cc: David Garrity

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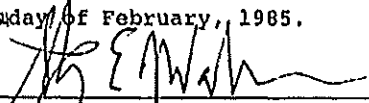
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1. Background. On December 1, 1981, DANFORTH ASSOCIATES, a Massachusetts limited partnership (the "Declarant") recorded the DANFORTH ASSOCIATES CONDOMINIUM DECLARATION dated December 1, 1981 (the "Declaration") in the Cumberland County Registry of Deeds in Book 4890, Page 1, in order to create a condominium (the "Condominium"). Accordingly, the Declarant submitted land having an address at 73 Brackett Street and 177-183 Danforth Street, Portland, Maine to the provisions of the Unit Ownership Act, Chapter 10 of Title 33, Maine Revised Statutes Annotated, Sections 560-587, as amended, (the "Act") pursuant to the Declaration. The Condominium is depicted on a certified survey (the "Survey") and floor plans (the "Floor Plans") recorded simultaneously with the Declaration in Unit Ownership File No. 71 in the Cumberland County Registry of Deeds. On the survey, David W. Gates, a professional engineer and an employee of E. C. Jordan Co., certified on oath that to the best of his knowledge, the Floor Plans were an accurate representation of the floor plans of the building based upon actual measurements made in the Units and the Common Areas or Limited Common Areas, and were an accurate copy of the Plans of the building filed with the Building Inspection Department of Urban Development, City of Portland, Maine, for which no approval is required.

2. Certification. The undersigned, being a licensed professional engineer and an employee of E. C. Jordan Co. hereby certifies that the Floor Plans are an accurate copy of portions of the Plans of the building filed with the Building Inspection Department of Urban Development, City of Portland, Maine, for which no approval was required.

3. Plan. This certification is added to the Floor Plans as if originally stated on them.

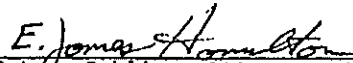
Dated at Portland, Maine the ~~Fourth~~ day of February, 1985.


STANLEY E. WALKER


STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

February 14, 1985

Subscribed and sworn to, before me.


Notary Public - Attorney-at-Law

E. JAMES HAMILTON
Type of print name

RECEIVED
1985 FEB 15 PM 12:27
RECORDED REGISTRY OF DEEDS
CUMBERLAND COUNTY 

32036
DANFORTH ASSOCIATES
CONDOMINIUM DECLARATION

This Declaration is recorded under Section 571 of Title 33, Maine Revised Statutes Annotated, for the purpose of submitting the property hereinafter described to the provisions of the Unit Ownership Act, Chapter 10 of Title 33, Maine Revised Statutes Annotated, Sections 560-587 as amended.

1. Description of Land. The land submitted is described in Appendix 1. The sole owner of the land is DANFORTH ASSOCIATES, a Massachusetts Limited Partnership located at 73 Brackett Street and 177-183 Danforth Street, Portland, Maine. A properly prepared and certified survey of the land and floor plans of the building is recorded simultaneously with this Declaration in Unit Ownership File No. 71 in the Cumberland County Registry of Deeds.

2. Description of Building. There will be one building constructed of brick and wood frame on a foundation, containing six residential units and a basement. In addition, there is a two-story frame carriage house which will be a Common Area. There is no parking space available. Electricity and gas will be provided to each unit on a separately metered basis. There is one oil supplied furnace which supplies all units with heat and hot water. Each unit may be separately sold, conveyed, mortgaged, encumbered, leased, rented, used and occupied subject to the restrictions contained in this Declaration and the Unit Deed.

2

3. Description and Identification of Units. The identification number, location, approximate area, number of rooms and accessible common area of each unit are shown on the survey and floor plans referred to in Paragraph 1. There are three floors containing residential units and a basement in the building. There are two units on each floor, one unit being on one side of the common hall area and one unit being on the other side of the common hall area, known as the front unit and the back unit. Unit #1 (U-1) has a double living room, bedroom, kitchen and bath. Units #2 (U-2), #3 (U-3), #4 (U-4) and #6 (U-6) have a living room, bedroom, kitchen, bath and den. All units have two fireplaces, except U-2, which has only one.

3.1 Upper and Lower (horizontal) Boundaries:

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the interior surface of the ceiling (except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plane which includes the top side of the plaster of the dropped ceiling).

(2) Lower Boundary: The horizontal plane of the interior surface of the undecorated floor.

3.2 Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the plaster of all walls at the stud or

lathe line and the interior surface of the windows and doors, bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

3.3 The Unit shall include the heating, electrical and piping apparatus which apparatus shall be part of the Unit. Any portion of a utility system serving more than one Unit (e.g., pipes, conduits, ducts) which is partially within and partially without the Unit, is part of the Common Facilities.

4. Description of Common Areas and Facilities. The common areas are shown on the survey and floor plans referred to in Paragraph 1. Common areas are all of the property covered by this Declaration except the living units, and include the land and yard around the building and upon which the building is located, the two-story wood frame carriage house, the basement, the foundation, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, entrances and exits to the building, basement, installations of power, light, gas, hot and cold water, heating, all load bearing perimeter walls, walkways, sanitary and storm sewers, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, except as otherwise provided in this Declaration.

5. Description of Limited Common Areas. Units numbered U-5 and U-6, situated on the third floor, have the use of limited common areas numbered LC-3, LC-2 and LC-1, to be used as fire escapes; and units numbered U-3 and U-4, situated on the second floor, have the use of limited common area number LC-2 and LC-1

to be used as a fire escape; and units numbered U-1 and U-2, situated on the first floor, have the use of limited common area LC-1 to be used as a fire escape.

6. Percentage of Ownership. The percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner are set forth in Appendix 2. No percentage interest of any unit shall be changed except upon the unanimous vote or consent of all unit owners and first mortgagees.

7. Rights of Developer. The Developer reserves the right until the completion, marketing and sale of all units to:

7.1 Locate on the premises, even though not depicted on the survey and floor plans, and grant and reserve easements and rights of way for the installation, maintenance, repair, replacement and inspection of, utility lines, wires, pipes, conduits, and facilities, including, but not limited to, water, electric, telephone, fuel oil and sewer;

7.2 Operate a sales office and have prospective purchasers and others visit that office and use certain portions of the common areas including utility lines, wires, pipes and conduits located on the property for sales purposes;

7.3 Install and maintain signs and lighting for sale promotional purposes.

This Section shall not be amended without the consent of the Developer.

8. Encroachments. An easement shall exist for the encroachment and for its maintenance if any portion of the common areas and facilities, or any other unit, encroaches at any time

upon any unit or upon any portion of the common areas and facilities, as a result of:

- 8.1 Minor variations or relocation during completion;
- 8.2 Alteration or repair to the common areas and facilities made by or with the consent of the Board of Directors;
- 8.3 Repair or restoration of a unit or building after damage by fire or other casualty; and
- 8.4 Condemnation or other eminent domain proceedings.

Said easement shall last for as long as the building stands.

9. Purposes and Restrictions. Each unit in the building is to serve as a self-contained residential unit, subject to all restrictions contained in the Unit Deed, the Bylaws of the Association, the rules and regulations of the Association, and the restrictions set forth in this Declaration as follows:

9.1 Each residential unit will be used as a single family residence only. The maximum number of occupants per unit, of whom no more than 2 shall be under the age of 18, shall be 4, except that the maximum may be exceeded for short visits to accommodate guests.

9.2 The Association has the irrevocable right, to be exercised by the manager or the Board of Directors or their agents, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units.

9.3 Each unit owner and/or owners shall be a regular member of the Association, a non-profit and non-stock corporation organized under the laws of the State of Maine. 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 in mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. All unit owners, tenants of owners, employees of owners and tenants, or any other persons who may in any manner use the property or any part of the property covered by this Declaration shall be subject to and bound by the Unit Ownership Act, this Declaration, the Bylaws of the Association, and the Association rules and regulations. All agreements, decisions, and determinations lawfully made by the Association in accordance with the Unit Ownership Act, this Declaration and the Bylaws shall be binding on all unit owners.

9.4 The common profits of the property shall be distributed among, and the common expenses shall be charged to, the unit owners according to the percentage of undivided interest in the common areas and facilities. No unit owner may exempt himself from liability for his contribution toward the common expenses by giving up the use or enjoyment of any of the common areas and facilities or by abandoning his unit.

9.5 In a voluntary conveyance the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the unit for its share of the common

expenses up to the time of the grant or conveyance, although the grantee may have a right to recover from the grantor the amounts paid for those assessments. A grantee or proposed purchaser of a unit may obtain, upon request, a statement from the manager of Board of Directors of the Association, setting forth the amount of unpaid assessments against the grantor as of the date of grant or conveyance. The grantee shall not be liable for, and the unit conveyed is not subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the statement. In any voluntary conveyance of a unit, it shall be the duty of the Seller to furnish the buyer with a copy of the Declaration and Bylaws. The Developer or the Association may charge a reasonable fee if it chooses to make such copies available to members or buyers.

9.6 If a mortgagee or a purchaser at a foreclosure sale obtains title to a unit, such acquirer of title, his or its heirs, successors and assigns, shall not be liable for the entire unpaid share of the common expenses of assessments by the Association chargeable to that unit which became due prior to the acquisition of title to such unit by such acquirer, but those expenses or assessments shall become common expenses collectible from all of the unit owners including the acquirer, his or its heirs, successors and assigns.

9.7 The unit owners may remove the entire property covered by this Declaration from the provisions of the Unit Ownership Act and this Declaration by an instrument to that effect, duly recorded, containing the signatures of 90% of the

unit owners at the time, provided the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to an individual interest in the property. Upon removal of the property from the Unit Ownership Act, the unit owners shall own the property as tenants in common with undivided interests in the percentage of undivided interest previously owned by such owner in the common areas and facilities. Removal shall not bar the subsequent resubmission of the property to the provisions of the Unit Ownership Act.

9.8 Damage to or destruction of the property shall be repaired or restored in accordance with law and this Declaration and the Bylaws. If there is substantially total destruction of the property and if 75% or more of the unit owners vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the unit owners, and each unit owner shall own that percentage of the undivided interest in common as he previously owned in the common areas and facilities. A certificate of the vote shall be recorded in the Cumberland County Registry of Deeds. Any liens affecting any of the units shall be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property; and the property shall be subject to an action for partition at the option of any unit owner, in which event the net proceeds of sale, together with the net proceeds of any insurance on the property, shall be considered as one fund and shall be

divided among all the unit owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

9.9 (a) If a unit acquired by eminent domain, or if part of a unit is acquired by eminent domain leaving the unit owner with a remnant which 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 his unit and its percentage interest, whether or not any percentage interest is acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire percentage interest, votes in the association, and common expenses liability shall be automatically reallocated to the remaining units in proportion to the respective interests, votes, and liabilities of those units before taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection shall be thereafter a common element.

(b) Except as provided in subsection (a), 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 and its percentage interest. Upon acquisition, (1) that unit's percentage interest, votes in the Association, and common expenses liability shall be reduced in proportion to the reduction in square footage of the unit, and (2) the portion of percentage interest, votes, and common expense liability

divested from the partially acquired unit shall be automatically reallocated to that unit and the remaining units in proportion to the respective interests, votes, and liabilities of those units before the taking with the partially acquired unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

(c) If part of the common elements is acquired by eminent domain, the award shall be paid to the Association. 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 respective percentage interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the units to which that limited common element was allocated at the time of acquisition.

(d) The court decree shall be recorded in the Cumberland County Registry of Deeds.

(e) Nothing in the condominium documents shall be deemed to give the unit owner or any other part 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 taking of units and/or common elements.

9.10 Unit owners may not erect fences, signs, television antennas, clotheslines or other structures, plant or remove trees or shrubs, store trailers, boats, recreational vehicles or unregistered motor vehicles outdoors, or do any other thing which affects the external appearance of the buildings or

grounds including limited common areas except as provided in this Declaration or in accordance with policies established by, or specific consent of, the Board of Directors.

9.11 Pets are not allowed outside of their unit except on a leash attended by a responsible person.

9.12 All provisions of the Unit Ownership Act, this Declaration, the Bylaws of the Association, and the deeds to individual units are designed to prevent unreasonable interference with the use of the respective units and of the common areas and facilities by the unit owners, and shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and the appurtenances thereto.

10. Service of Process. The name of the person to receive service of process as provided in the Unit Ownership Act is William K. Tyler, 465 Congress Street, Portland, Maine, clerk of Willow Wood, Inc. or successor clerk, the sole general partner of Danforth Associates.

11. Bylaws. The Bylaws of the Association are set forth in Appendix 3.

12. Unit Ownership Act. The definitions contained in the Unit Ownership Act apply to this declaration, the Bylaws and rules and regulations. Any dispute or disagreement between unit owners or with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

12.1 Partial Invalidity. If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, the rules and regulations or any deed to a unit, or any section, sentence, clause, 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 Unit Ownership Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws, rules and regulations and deed and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

12.2 Lease Agreement. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a unit, and thereafter no unit owner shall execute a lease of his own unit not in compliance with such resolution.

12.3 Right to Mortgage or Encumber. Each unit owner shall have the right to mortgage or encumber his own respective unit together with his respective ownership interest in the common areas, subject to any restrictions contained in this Declaration, the Bylaws, or the deed to his unit. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner the property or any part of the property except his own unit and his own respective ownership interests in the common areas.

12.4 Real Estate Taxes. In the event that for any year real estate taxes are not separately taxed to each unit

owner, but are taxed on the property as a whole; then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common areas.

12.5 Developer. Whenever in this Declaration or in the Bylaws reference is made to the Developer, it shall be taken to mean Danforth Associates, located at 73 Brackett Street and 177-183 Danforth Street, Portland, Maine, or such other entity as shall be its successor or designee as developer. In any dispute between one or more unit owners and Developer regarding the common areas, the Board of Directors shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners.

12.6 Arbitration. All claims, disputes and other matters in question between the Developer, on the one hand, and the Association or any unit owners, on the other, arising out of, or relating to, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the

other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

13. Method of Amending Declaration. This Declaration may be amended only in accordance with the following procedure:

13.1 Notice. 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 detailed statement of the proposed amendment. Such a statement must be included in the notice of any meeting if the person giving notice receives a written request therefor signed by the person or persons calling the meeting or by any two directors of the Association or by any six unit owners.

13.2 Resolution. A resolution adopting a proposed amendment may be submitted to the meeting by any unit owner. The resolution shall be adopted if it receives the affirmative vote (a) of 100% of the unit owners if the effect of the proposed amendment is to alter the percentage of the undivided interest of the unit owners in the common areas and facilities, (b) 90% of the unit owners if the effect of the amendment is to remove the property from the provisions of the Unit Ownership Act, (c) 75% of the unit owners in all other cases. Such percentage voting requirements shall be calculated in the manner specified in

Article II, Section 7 of the Bylaws. Unit owners present at the meeting considering such amendment may express their approval in writing or by proxy.

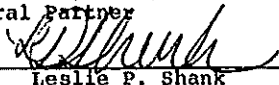
13.3 Recorded. A copy of each amendment shall be certified by at least two officers of the Association as having been duly adopted, and shall be effective when recorded in the Cumberland County Registry of Deeds. Copies of the certificate shall be sent to each unit owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

13.4 Name. The name of the property shall be Danforth Associates Condominium.

DATED at Portland, Maine this 1st day of December , 1981.

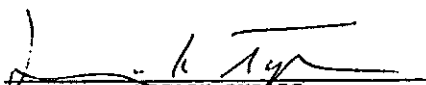
DANFORTH ASSOCIATES

By Willow Wood, Inc.,
Its General Partner

BY: 
Leslie P. Shank
President of Willow Wood, Inc.

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared before me the above named LESLIE P. SHANK, President of Willow Wood, Inc., General Partner of Danforth Associates, and acknowledged the above Declaration to be her free act and deed in her said capacity, the free act and deed of Willow Wood, Inc., and the free act and deed of Danforth Associates.


NOTARY PUBLIC

Appendix 1.

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

BEGINNING at a drill hole marking the intersection of the Easterly sideline of Brackett Street with the Northerly sideline of Danforth Street; thence by the Easterly sideline of Brackett Street on a course of N 38° 46' 30" W and a distance of 134.19 feet to an iron and land conveyed to Dianne Leonard by David Goodwyn by deed dated July 22, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3715, Page 275; thence by said Leonard land and land of Diana L. Grindle on a course of N 54° 04' 15" E and a distance of 119.50 feet to an iron marking the Northwest corner of land conveyed to Richard N. Rosenhaus and Mike G. Fink by Mark R. Foley by deed dated December 11, 1978 and recorded in said Registry of Deeds in Book 4354, Page 128; thence by said Rosenhaus and Fink land and land conveyed to Marcus G. Beede Jr. by John E. Sedgewick et al by deed dated December 7, 1979 and recorded in said Registry of Deeds in Book 4541, Page 130, on a course of S 38° 48' 15" E and a distance of 134.08 feet to an iron and the Northerly sideline of Danforth Street; thence by the Northerly sideline of Danforth Street on a course of S 54° 01' W and a distance of 119.56 feet to the point of beginning.

Said above described premises being No. 73 Brackett Street and 177-183 Danforth Street according to valuation plans of the City of Portland; said premises contain 16,014 square feet; and said above described courses are magnetic and of the year 1911.

Said above described parcel being the same premises conveyed to Danforth Associates, by Abraham M. Ackerman, et al, by deed dated May 10, 1979 and recorded in said Registry of Deeds in Book 4436, Page 68.

Appendix 2

<u>Unit #</u>	<u>Percentage of Undivided Interest In Common Areas</u>
U-1	22.39
U-2	16.06
U-3	14.94
U-4	13.87
U-5	18.67
U-6	14.07
Total	100%

APPENDIX 3

BYLAWS OF THE UNIT OWNERS ASSOCIATION

ARTICLE I. OFFICE

Section 1. Principal Office. The principal office of the Unit Owners Association (hereinafter referred to as "the Association") shall be maintained at 73 Brackett Street, Portland, Maine.

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

ARTICLE II. ASSOCIATION OF OWNERS

Section 1. Membership. The members shall consist of all unit owners of Danforth Associates Condominium, a property submitted to the provisions of the Unit Ownership Act and located in Portland, Cumberland County, Maine. Membership shall be in accordance with the Declaration. Except as otherwise provided herein or in the Declaration, membership is not transferable. The membership of each unit owner shall terminate upon a sale, transfer or other disposition of his ownership interest in the unit as provided in the Declaration, whereupon the membership and any interest in the funds of the Association shall automatically transfer to and be vested in the successor in ownership provided, however, that a conveyance in mortgage of the unit shall not operate to transfer membership until the mortgage is foreclosed or the property sold in lieu of foreclosure. The Association may, but shall not be required to, issue certificates of membership.

Section 2. Annual Meeting. The first annual meeting of the members shall be held within sixty (60) days after the sale of four (4) units, or on the first Tuesday of February, 1982, whichever is first. Thereafter, the annual meeting of the Association shall be held each year on the first Tuesday of February or, in the event that day is a legal holiday, then on the first day thereafter which is not a holiday.

Section 3. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of any three owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 4. Notice of Meetings. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day, and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least ten days before the date set for such meeting. Such notice shall be given to each member as indicated in the records of the Association in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) if such owner or mortgagee cannot be located by reasonable efforts, by publishing such notice in any newspaper of general circulation in Portland, Maine, such notice to be published not less than once a week on two successive weeks, the first publication thereof to be not less than ten days nor more than twenty days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary of the Association at the address of said project, the holder of any duly recorded mortgage against any unit may promptly obtain a copy of any and all notices permitted or required to be given to the members from and after receipt of said request until said request is withdrawn or said mortgage is discharged of record.

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

Section 6. Quorum. The presence at any meeting of the Association in person or by proxy of unit owners whose aggregate interest in the common areas and facilities constitutes more than 50% of the total interest in the common areas and facilities shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide any question except the election of Directors presented to the meeting, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws.

Section 7. Voting. Any person, firm corporation, trust, or other legal entity or a combination thereof, owning any unit other than as a mortgagee in the condominium duly recorded in his or its name, the ownership whereof shall be determined by the records of the

Cumberland County Registry of Deeds, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to his percentage interest in the common areas and facilities for each unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one owner. The authority given by a member to another person to represent such member at meetings of the Association shall be deemed good until revoked in writing. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, personal representative, guardian, or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of said Registry, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Qualification. Until the first annual meeting, the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by Danforth Associates, or its successor. Thereafter, the affairs of the Association shall be governed by a Board of Directors initially composed of three (3) persons, elected by the Association, and as increased or decreased at any annual meeting by a majority vote, subject to the provision regarding the intent and purpose expressed in Section 5 of this Article, and each such Director shall be the owner or the spouse of an owner of a unit in the building or if a unit owner shall be a corporation, partnership, trust or estate, then an officer, partner, trustee, personal representative or beneficiary of such unit owner.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners. The Directors shall serve without pay or compensation for their services.

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

- (a) Care, upkeep, and surveillance of the project and the common areas and facilities;
- (b) Collection of monthly assessments from the owners;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities.

Section 4. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to the duties listed in Section 3 of this Article. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employees or agents to perform such duties and at such salaries as the Board of Directors may establish.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of one Director shall be fixed for three (3) years, the term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, the intent and purpose being that the term of office of at least one-third of the Directors shall expire annually.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the members who elected that Director and a successor may then and there be elected by those members to fill the vacancy thus created.

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Section 8. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place, and no notice shall be necessary in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, addressed to his residence or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 11. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Unanimous Action. Unless otherwise provided by law, the Declaration, or these Bylaws, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors meetings and shall have the same effect as a unanimous vote.

Section 14. Bonds of Officers and Employees. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary/Treasurer, and a Clerk all of whom shall be elected by the Board of Directors. The President and Secretary/Treasurer shall be elected from among the Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers who need not be Directors, as in their judgment may be necessary.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. In his absence, a Chairman pro tempore may be chosen by the members or Directors, as the case may be, to preside at a meeting. He shall have all the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. Such books shall be available for examination by unit owners at reasonable hours of weekdays. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall attend and keep the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other

powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary/Treasurer shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 6. Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

Section 7. Auditor. The members may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

ARTICLE V. FISCAL MANAGEMENT

Section 1. Accounting. Books and accounts of the Association shall be kept under the direction of the Secretary/Treasurer and in accordance with customary accounting principles and practices. Within 90 days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year.

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

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

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

Section 4. Budget. Within ninety (90) days of the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member.

Section 5. Monthly Budget Payments. On or before the first day of each month of the fiscal year covered by such estimated annual budget, each member shall pay as his respective monthly assessment one-twelfth (1/12) of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Each member's proportionate share of membership assessments shall be an amount equal to the total membership assessments multiplied by his respective percentage ownership in the common areas and facilities; provided, however, that with respect to certain common elements, the operation, maintenance and replacement costs and reserves may be allocated among the members according to the respective use and benefit of the particular facility to each unit rather than according to the percentage interest of each unit. To the extent such allocation may conflict with the Unit Ownership Act, particularly M.R.S.A. Title 33, Section 568, Danforth Associates, or its successor, hereby waives, for itself and all subsequent unit owners, the provisions of said Act. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

Section 6. Lien. If any member shall fail or refuse to make payment of his proportionate share of the common expenses when due, the amount thereof shall constitute a lien on the unit of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Unit Ownership Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Foreclosure of Lien. In any action to foreclose the lien against any owner of a unit, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent for such unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

ARTICLE VI. MAINTENANCE, REPAIRS AND IMPROVEMENTS

Section 1. Maintenance. Every owner must perform promptly all maintenance and repair work to his own unit, which if omitted would affect the building in its entirety or in a part belonging to other owners, and shall be responsible for any damages or liabilities resulting from his failure to do so.

Section 2. Repairs. All the repairs of internal installations of the unit such as water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be maintained at the owner's expense.

Section 3. Reimbursement. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facilities damaged through his negligence, misuse or neglect.

Section 4. Common Area. All other maintenance and repair shall be performed at the direction of the manager or the Board of Directors, and shall be a common expense. Vouchers for the payment of maintenance and repair costs shall be approved by the manager or Board of Directors before payment.

Section 5. Improvements. The Board of Directors may make improvements to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if any such improvement shall cost more than \$1,000 and any unit owner objects, a special meeting of the Association shall be called and such improvement shall be made only if 75% of the members vote in favor thereof in the case of any improvement costing less than \$5,000 in total, or 100% of the members vote in favor in the case of an improvement costing \$5,000 or more in total. In addition, if an improvement is requested by one or more Unit Owners and is in the opinion of the Board, exclusively or substantially exclusively for the benefit of those who requested it, the cost shall be assessed against such owner or owners in such proportion as the Board shall determine as fair and equitable. Nothing contained herein shall prevent the Unit Owners affected by such improvement from agreeing, in writing, either before or after the assessment is made, to be assessed in different proportions.

ARTICLE VII. INSURANCE

Section 1. Buildings and Improvements. The Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices, insurance on the Condominium buildings and all other insurable improvements upon the land, including but not limited to, all of the units, the lavatory equipment, together with the service of machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners covering the interest of the Condominium organization, the Board of Directors and all Unit Owners and their mortgagees as their interest may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine.

Section 2. Policy and Certificates. The Board of Directors shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under this Declaration. Under the said master policies certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering each and every unit of the Condominium and its common elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the owner of each unit and the original thereof shall be delivered to the mortgagee, if there be one or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the unit and the interest in the common elements of the Condominium property and shall provide that improvements to a unit or units which may be made by the Unit Owner or Owners shall not affect the valuation for the purposes of this insurance of the buildings and other improvements upon the land. Such master insurance policies and certificates shall contain provisions that the insurer waives its right to subrogation as to any claim against the Board of Directors, its agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Board of Directors as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require same. The Board of Directors must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Board of Directors shall pay, for the benefit of the Unit Owners and each unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each unit mortgagee of such payment within twenty (20) days after the making thereof.

Section 3. Property Covered by Insurance. Casualty or physical damage insurance in an amount equal to not less than 80% of the full replacement value of the condominium buildings as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Such coverage shall afford protection against the following:

- (a) Loss or damage by fire, lightning, sprinkler leakage, vandalism and malicious mischief, boiler coverages and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of common expenses with respect to damaged units during the period of reconstruction.
- (b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium buildings, including but not limited to, vandalism, malicious mischief, windstorm, and water damage,

collapse boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors or where in conflict with the terms of this Declaration, and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without twenty (20) days' notice to all of the insured, including each unit mortgagee.

All policies of casualty or physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least twenty (20) days prior written notice to all of the insured, including all mortgagees of the units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all unit owners and their mortgagees at least twenty (20) days prior to the expiration of the then current policies.

Section 4. Public Liability Insurance. Public liability insurance in such amounts and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

Section 5. Workmen's Compensation and Employees. Workmen's Compensation insurance to meet the requirements of law and Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, shall be obtained in amounts as determined by the Board of Directors.

Section 6. Additional Unit Insurance. Each Unit Owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver or subrogation as that referred to in the preceding Section (2) hereof. Each Unit Owner may obtain casualty insurance at his own expense upon his unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors or shall be written by the same carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Board of Directors pursuant to the preceding Section due to pro-rata of insurance purchased by the Unit Owner under this Section, the Unit Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Board of Directors to be distributed as herein provided.

Section 7. Premiums and Proceeds. Premiums upon insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part or all of the Condominium property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to 100% of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors. In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

ARTICLE VIII. CASUALTY LOSS

Section 1. Reconstruction or Repair of Casualty Damage. Except as hereinafter provided, damage to or destruction of the building shall be promptly repaired and reconstructed by the Board of Directors, using the proceeds of insurance, if any, on the building for that purpose, and any deficiency shall constitute common expenses; provided, however, that if the Unit Owners vote pursuant to Section 9.8 of the Declaration not to proceed with repair or restoration, then and in that event the property, or so much thereof as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective common interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all liens on his unit.

Section 2. Estimates. Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

Section 3. Contribution Fund. The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair.

Section 4. Contribution Encroachment. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by Unit Owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands.

Section 5. Surplus. In the event that there is any surplus of moneys in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Condominium property, or, in the discretion of the Board of Directors, it may be distributed to the Unit Owners and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against a member for committing willful or malicious damage.

ARTICLE IX. EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts, deeds, and all other instruments shall be signed by the President or the Secretary/Treasurer or Clerk, or by such other officer or employee as the Board of Directors may designate.

ARTICLE X. LIABILITY OF OFFICERS

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

Section 2. Indemnification. Every Director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such Director, officer or member of the Association at the time of the

incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE XI. FISCAL YEAR

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

ARTICLE XII. BYLAWS

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common areas and facilities constitutes 75%, at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Unit Ownership Act; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid unless set forth in an amendment to the Declaration.

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

ARTICLE XIII. MISCELLANEOUS

Section 1. Use of Units. All units shall be utilized in accordance with the provisions of the Bylaws, Declaration and Regulations.

Section 2. Regulations of Conduct. In order to assure the peaceful and orderly use and enjoyment of the buildings and common areas and facilities of said project, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common elements constitutes 80%, at any meeting duly called for the purpose, such reasonable rules, and regulations governing the conduct of persons on the premises and the operation and use of said common areas and facilities as it may deem necessary. Such Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the property.

Section 3. Right of Entry. The manager and any person authorized by the Board of Directors shall have the right to enter any unit in case of any emergency originating in or threatening such unit whether or not the owner or occupant is present at the time, and to enter any unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the common areas and facilities therein or accessible therefrom.

Section 4. Title. Every Unit Owner shall promptly cause to be duly recorded in the Cumberland County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary/Treasurer shall maintain such information in the record of ownership of the Association.

Section 5. Mortgages. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through the manager, and the Secretary/Treasurer shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Board of Directors through its manager shall be required to notify the mortgagee of any Unit Owner who is in default in the expenses for the administration of the project or other obligations hereunder and the mortgagee at its option may pay the delinquent expenses or otherwise cure the default.

ARTICLE XIV. NAME

Section 1. Name. The name of the unit owners association shall be Danforth Corporation.

DEC 1 1981

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE
Received at 1 248 P.M. and recorded in

BOOK 4890 PAGE 1 Edward J. Austin Register