

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

| | | |
|----------------------|-----------------------------------|---------------------|
| Permit No: 06-151 | Issue Date: AUG 23 2006 | CEB: 045 E045001 |
|----------------------|-----------------------------------|---------------------|

| | | | |
|---|----------------------------------|--|----------------------|
| Location of Construction: 34 PINE ST | Owner Name: VAIL HOLDINGS LLC | Owner Address: 19 PINE ST | Phone: |
| Business Name: | Contractor Name: Vail, Bill | Contractor Address: 19 Pine Street Portland | Phone: 2074502320 |
| Lessee/Buyer's Name | Phone: | Permit Type: Change of Use - Condo Conversion | Zone: B1-R6 |

| | | |
|----------------------------------|--|-------------------------|
| Past Use: 5 Residential Units | Proposed Use: 5 Condominium Units- Change of use to 5 Condominium units <i>legal use: 5 dwelling units</i> | CEO District: \$0.00 |
|----------------------------------|--|-------------------------|

| | |
|---|--|
| Proposed Project Description: Change of use to 5 Condominium units | FIRE DEPT: Approved INSPECTION: Use Group 22 Type 5B TO NFPA 101 8/21/06 Signature: <i>[Signature]</i> |
|---|--|

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|-----------------------------|---|------------------------|
| Permit Taken By: Idobson | Date Applied For: 08/04/2006 7/31/06 | Zoning Approval |
|-----------------------------|---|------------------------|

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|--|--|--|---|
| 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. | Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ conditions</i> Date: 8/14/06 <i>ASB</i> | Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied late: | Historic Preservation <input checked="" type="checkbox"/> <i>yes</i> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>Any exterior work requires a separate review and approval</i> Date: <i>ASB</i> <i>the Historic Preservation</i> |
|--|--|--|---|

CERTIFICATION

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 authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

| | | | |
|---|---------|------|-------|
| SIGNATURE OF APPLICANT | ADDRESS | DATE | PHONE |
| RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE | | DATE | PHONE |

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED
Permit Number: 061151
AUG 23 2006
CITY OF PORTLAND

This is to certify that VAIL HOLDINGS LLC/Va Bill
has permission to Change of use to 5 Condomin m units
AT 34 PINE ST 045 E045001

provided that the person or persons firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission proceed before this building or part thereof is started or service closed-in. 4 HOUR NOTIFICATION REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept
Health Dept.
Appeal Board
Other Department Name

Handwritten signature and date 8/21/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

| | | |
|------------------------------|--|----------------------------|
| Permit No: 06-1151 | Date Applied For: 07/31/2006 | CBL: 045 E045001 |
|------------------------------|--|----------------------------|

| | | | |
|--|---|---|--------------------------------|
| Location of Construction: 34 PINE ST | Owner Name: VAIL HOLDINGS LLC | Owner Address: 19 PINE ST | Phone: |
| Business Name: | Contractor Name: Vail, Bill | Contractor Address: 19 Pine Street Portland | Phone (207) 450-2320 |
| Lessee/Buyer's Name | Phone: | Permit Type: Change of Use - Condo Conversion | |

| | |
|---|--|
| Proposed Use: 5 Condominium Units- Change of use to 5 Condominium units | Proposed Project Description: Change of use to 5 Condominium units |
|---|--|

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 08/21/2006

Note: **Ok to Issue:**

1) Construction activity was not applied for or reviewed as a part of this permit. This permit authorizes a change in ownership ONLY.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Cptn Greg Cass **Approval Date:** 08/15/2006

Note: **Ok to Issue:**

1) All units shall comply with NFPA 101. A copy is available in the Inspections office OR at Central Fire Station.

Comments:
 8/8/2006-amachado: Soke to Bill Vail. He informed me that the tenants who left did so when their leases expired and gave their notices. He will bring in copies of the complete letter of notice to convert given to each remaining tenant.
 8/8/2006-amachado: Left message with Bill. I need more information on tenants from the vacant apartments and apartments !& 3 both had two tenants but only one letter went to each.

| | | | |
|--|---|---|--------------------------------|
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| Business Name: | Contractor Name: Vail, Bill | Contractor Address: 19 Pine Street Portland | Phone (207) 450-2320 |
| Lessee/Buyer's Name | Phone: | Permit Type: Change of Use - Condo Conversion | |
| | | | |



General Building Permit Application

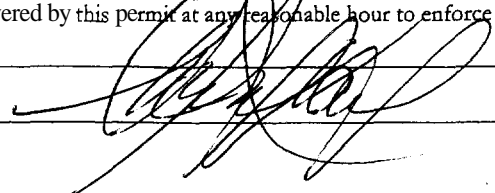
If you or the property owner owes real estate or **personal** property taxes or **user** charges on any property within the **City**, payment arrangements **must** be made before permits of any kind **are** accepted.

| | | | |
|---|--|----------------------------|--|
| Total Square Footage of Proposed Structure | | Square Footage of Lot | |
| Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 45 E - 45-57 | | Owner: VAIL HOLDINGS LLC | Telephone: 707 6562320 |
| Lessee/Buyer's Name (If Applicable) | Applicant name, address & telephone: VAIL PROPERTIES LLC 19 PINE ST PORTLAND ME 04102 | | cost Of Work \$ _____ Fee: \$ _____ C of O Fee: \$ _____ |
| Current Specific use: <u>APT'S</u> | | | |
| If vacant, what was the previous use? _____ | | | |
| Proposed Specific use: <u>CONDOS</u> | | | |
| Project description: | | | |
| Contractor's name, address & telephone: <u>VAIL PROPERTIES LLC</u> | | | |
| Who should we contact when the permit is ready: <u>BILL VAIL</u> | | | |
| Mailing address: <u>19 PINE ST</u> <u>PORTLAND ME 04102</u> | | Phone: <u>707 650 2320</u> | |

Please submit **all of the information outlined in the Commercial Application Checklist.**
Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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

| | |
|---|---------------|
| Signature of applicant:  | Date: 7/30/06 |
|---|---------------|

This is not a permit; you may not commence ANY work until the permit is issued.

Submit with Condominium Conversion Permit Application

Project Data:

Address: 34 PINE ST

C-B-L: 4F-E-45-57

Number of Units in Building: 5

| | | | | |
|--------|--|--|--|--|
| Unit 1 | | | | |
| Unit 2 | | | | |
| Unit 3 | | | | |
| Unit 4 | | | | |
| Unit 5 | | | | |
| Unit 6 | | | | |
| Unit 7 | | | | |
| Unit 8 | | | | |

If more units, submit same information on all units

Length of time building owned by applicant 4

Are any building improvements, renovations, or modifications being made associated with this conversion that requires a building, plumbing, electrical, or heating permit?

YES _____ NO (check one)

Type and cost of building improvements associated with this conversion that do not require permits:

- ~~\$ _____ Exterior walls, windows, doors, roof~~
- ~~\$ _____ Insulation~~
- ~~\$ _____ Interior cosmetics (walls/floors/hallways/refinishing, etc.)~~
- ~~\$ _____ Other (specify)~~

Vail Properties, LLC
PO Box 4702
Portland, ME 04112
(207) 650-2320

August 9, 2006

City of Portland
Zoning Office
Attention: Anne Machado

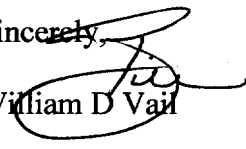
Re: Your request for more information regarding former tenants at 118 Winter St.,
124-126 Winter St. and 34 Pine St.

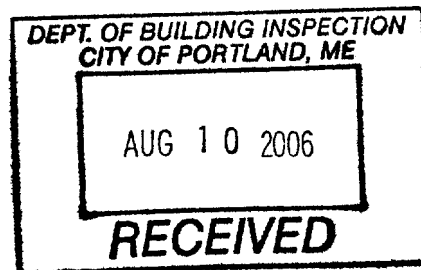
Anne: I have enclosed an updated version of the "Rolls" I gave to you previously. I had Sarah go through it and correct my mistakes---I'm fairly certain she got them all.

I have also included a note received **from** Vanessa Morgan which explains her situation. All of the vacancies listed were originated on the part of tenant by giving 30 days notice of their intent to move. The only exceptions to that were; Michael Gallo (letter enclosed) and ~~Tanya Kelly who was continually delinquent in her rent and finally got so far behind that she left rather than being evicted. She still owes 3 months of rent.~~

Hopefully ~~this~~ will provide you with all the information you need. Should you need anything else please don't hesitate to call me.

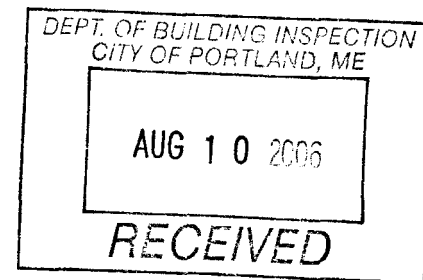
Sincerely,


William D Vail

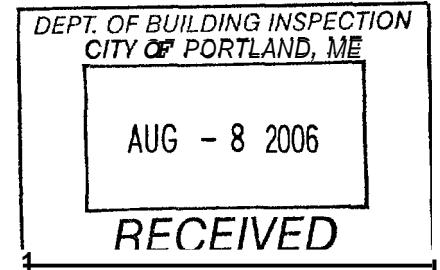


Condo Conversion Rolls

| | Tenant | Telephone | Occ.Length | Notice date | \$Eligibility | |
|-------------------|----------------------------------|-------------------|------------|-------------|---------------|--|
| 118 Winter | | | | | | |
| Apt. 1 | Roger Smith | 939-0338 | 1 yr | 6/30/2006 | no | Receipt Rec'd (Buying Unit) |
| Apt. 2 | Jeff Lipton | 712-0240 | 5mos | 6/30/2006 | unk. | Receipt Rec'd |
| Apt. 3 | Vacant | 939-1228 | | | | Vacated 6/29/06 by John Clavette/Ben Marshall |
| Apt. 4 | Vacant | | | | | Vacant since October 2005 former tenant Thelma Darling |
| Apt. 5 | Jay Basinger/Flora Cilley | 802-272-6100 | | 6/30/2006 | no | Receipt Rec'd |
| Apt. 6 | Kate Stoodley/Noah Chittum | 653-4989 | | 6/30/2006 | no | Receipt Rec'd (moving in Sept.) |
| 124 Winter | | | | | | |
| Apt. 1 | Adam Pellerin | 508-212-3202 | 1yr | 6/30/2006 | no | Receipt Rec'd |
| Apt. 2 | Vacant | 699-7131 | | | | Vacated 5/31/06 by Diana Caldwell |
| Apt. 3 | Brad Brookings | 773-3882 | 2yrs | 6/30/2006 | unk. | Receipt Rec'd |
| Apt. 4 | Bob Tillman | 756-8782 | 1yr | 6/30/2006 | unk. | Receipt Rec'd |
| Apt. 5 | Vacant | | | | | Vacated 6/8/06 by Michael Gallo see enclosed letter |
| 126 Winter | | | | | | |
| Apt. 1 | Jacob Civiello/Melinda Mraz | 899-1128 | 1yr | 6/30/2006 | no | Receipt Rec'd (Buying unit) |
| Apt. 2 | Vacant | 409-6136/615-2198 | | | | Vacated 5/31/06 by Walter Beasley /Lauren Mavian (built a house) |
| Apt. 3 | Sarah Hoch/Rob Skilling | 939-5292 | 1yr | 6/30/2006 | no | Receipt Rec'd |
| Apt. 30 | Vacant | 899-9908 | 1yr | | | Vacated 6/29/06 by Cory Ferenchak |
| 34 Pine | | | | | | |
| Apt. 1 | David Currier/Elizabeth Chambers | 773-6729 | 1yr | 6/30/2006 | no | Receipt Rec'd (moving 9/30/06) |
| OK Apt. 2 | Vacant | 615-2796 | | | | Vacated by Bryn Keating on 4/30/06 no forwarding address |
| OK Apt. 3 | Albion Hill | 318-7174 | 1yr | 6/30/2006 | no | Receipt Rec'd |
| | Vanessa Morgan | 527-2314 | | | | (letter enclosed) |
| OL Apt. 4 | Vacant | 409-4473 | | | | Vacated by Tanya Kelly on 6/29/06 (owes 3 months rent) |
| Apt. 5 | Vacant | 203-577-8882 | | | | Vacated by Kris Emicke on 5/31/06 no forwarding address <i>left message 8/7/06</i> |



**William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102**



June 29,2006

VIA CERTIFIED MAIL

**David Currier
34 Pine Street #1
Portland, ME 04102**

RE: 118,124-126 Winter Street and 34 Pine Street, Portland, Maine
Notification of Condominium Conversion

Dear Tenant:

This letter will serve as notification to you of our intent to convert our property at 118, 124- 126 Winter Street and 34 Pine Street, Portland, Maine from rental units to condominium units. In doing this we are required to follow the City of Portland's land use ordinance Article VII on Condominium Conversion. The following information spells out the guidelines for the "Protection of tenants" as described in Sec. 14-568 and Sec. 14-569:

Notice of Intent. The developer shall give to each existing tenant written notice of intent to convert land at least 120 days before the tenant is required by the developer to vacate. If a tenant has been in possession of any unit within the same building for more than four consecutive years, the notice shall be increased by **30** additional days for each additional year, or fraction thereof, to a maximum of 240 additional days. The notice shall set forth the rights under these sections and contain the following statement: "If you do not buy your apartment, the developer of this project is required by law to assist **you** in finding another place to live and in determining your eligibility for relocation payments. If you have questions about your rights under the law, or complaints about the way you have been treated by the developer, you may contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, **389** Congress Street, Portland, Maine 04101 (telephone: 775-5451)."

No tenant may be required by a developer to vacate without having been given notice as required herein, except for reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within 120 days after a tenant is required by a developer to vacate, the developer records a declaration of condominium without having given notice as required herein, the developer shall be presumed to have converted in violation of this article.

Option to Purchase. For a sixty-day period following the giving of notice as required by this ordinance, the developer shall grant to the tenant an exclusive and irrevocable option to purchase their unit. This option may not be assigned. If the tenant does not purchase or contract to purchase their unit during the sixty day option period, the developer may not convey or offer to convey the unit to any other person during the following 180 days at a price or on terms more favorable than the price or terms previously offered to the tenant, unless the more favorable price or terms are first offered exclusively and irrevocably to the tenant for an additional 60 day period.

Relocation Payments. If the tenant does not purchase the unit, the developer shall, before the tenant is required by the developer to vacate, make a cash payment to the tenant in **an** amount equal to the amount of rent paid by tenant for the immediately preceding two months; provided that this requirement shall not apply to any tenant whose gross income exceeds 80% of the median income of the Portland SMSA, adjusted for family size, **as** determined by the **U.S.**Dept. of Housing and Urban Development at the time the notice is given as required in Section 14-568(a). Additionally, the developer shall, upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations and in **determining** the tenants eligibility for relocation payments as provided herein.

Currently, eighty percent (80%) of the Median Income of the Portland SMSA guideline, adjusted for family size, is as follows:

| | | |
|----------|-----------------|----------|
| 1 Person | 2 Person | 3 Person |
| \$38,200 | \$43,650 | \$49,100 |

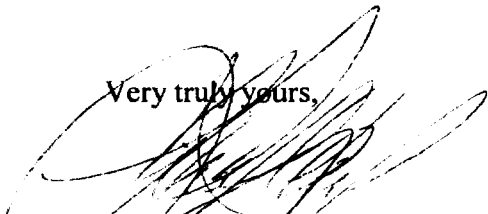
You will be contacted when the units in your building are offered for sale to the public, **and** you will be informed of the asking price for your particular unit. We will be listing the units for sale with a real estate broker, Ed Gardner of Bay Realty, and if you are interested in discussing financing arrangements or any other purchase details with him, we will arrange for a meeting with him.

If your unit becomes under contract to be purchased, we will give you a minimum 30 days notice to vacate **from** the first day of the month. If you decide not to purchase your unit, we will expect a 30-day notice (from the first day of the month) before your vacating.

We realize you will have many questions and concerns about this process. Please feel free to **talk** with me about them and we will do whatever we can to answer them.

If you do not plan to accept your option to purchase your unit as described herein, please **sign** the attached addendum.

Very truly yours,


William D. Yail

ADDENDUM
to
**Notification of Intent to Convert Rental Units to Condominiums at
118,124-126 Winter Street and 34 Pine Street, Portland, Maine**

I/we have been notified of the proposed purchase price for the unit identified below, and I/we hereby _____ Accept/_____ Decline the option to purchase the unit as contained on the attached notice dated June 29,2006.

Unit # 34 Pine St. #1

Signed: _____
David Currier

Dated: _____

Please return to:
William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102

6522 7759
E909 2000
DTTE E002

| | |
|--|----------------|
| U.S. Postal Service™ | |
| CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com . | |
| OFFICIAL USE | |
| Postage | \$.39 |
| Certified Fee | 2.40 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.64 |
| Postmark Here | |
| Sent To David Currier 34 Pine Street #1 Portland ME 04102 | |
| PS Form 3800, June 2002 | |
| See Reverse for Instructions | |

William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102



June 29, 2006

VIA CERTIFIED MAIL

Vanessa Morgan
34 Pine Street #3
Portland, ME 04102

RE: 118,124-126 Winter Street and 34 Pine Street, Portland, Maine
Notification of Condominium Conversion

Dear Tenant:

This letter will serve as notification to you of our intent to convert our property at **118, 124-126** Winter Street and **34** Pine Street, Portland, Maine from rental units to condominium units. In doing this we are required to follow the City of Portland's land use ordinance Article VII on Condominium Conversion. The following information spells out the guidelines for the "Protection of tenants" as described in Sec. **14-568** and Sec. **14-569**:

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| | | |
|----------|----------|----------|
| 1 Person | 2 Person | 3 Person |
| \$38,200 | \$43,650 | \$49,100 |

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If your unit becomes under contract to be purchased, we will give you a minimum 30 days notice to vacate from the first day of the month. If you decide not to purchase your unit, we will expect a 30-day notice (from the first day of the month) before your vacating.

We realize you will have many questions and concerns about this process. Please feel free to talk with me about them and we will do whatever we can to answer them.

If you do not plan to accept your option to purchase your unit as described herein, please sign the attached addendum.

Very truly yours,


William D. Vail

ADDENDUM
to
**Notification of Intent to Convert Rental Units to Condominiums at
118,124-126 Winter Street and 34 Pine Street, Portland, Maine**

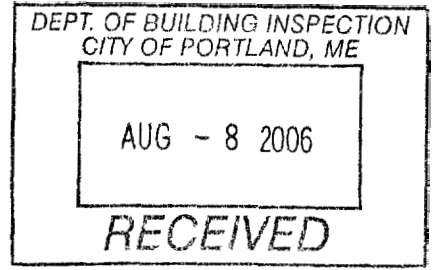
I/we have been notified of the proposed purchase price for the unit identified below, and I/we hereby _____ Accept/_____ Decline the option to purchase the unit as contained on the attached notice dated June 29, 2006.

Unit # 34 Pine St. #3

Signed: _____ Dated: _____
Vanessa Morgan

Please return to:
William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102

| U.S. Postal Service™ | |
|--|---------|
| CERTIFIED MAIL™ RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ 29 |
| Certified Fee | 2.40 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.64 |
| Postmark Here | |
| Sent To | |
| Vanessa Morgan | |
| Street, Apt. No. or PO Box No. | |
| 34 Pine Street #3 | |
| City, State, ZIP+4 | |
| Portland ME 04102 | |
| PS Form 3800, June 2002 | |
| See Reverse for Instructions | |



ADDENDUM
to
**Notification of Intent to Convert Rental Units to Condominiums at
118,124-126 Winter Street and 34 Pine Street, Portland, Maine**

I/we have been notified of the proposed purchase price for the unit identified below, and I/we hereby _____ Accept/ Decline the option to purchase the unit as contained on the attached notice dated June 29, 2006.

Unit # 34 Pine St. #3

Signed: Vanessa Morgan Dated: 7/24/06
Vanessa Morgan

Please return to:
William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

| | | |
|---|-------|------------------|
| Postage | \$ 39 | Postmark Here |
| Certified Fee | 241 | |
| Return Receipt Fee (Endorsement Required) | 155 | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | 414 | |

7003 31 0 02 6063 7742

| | |
|------------------------------------|-------------------|
| Sent To | Vanessa Morgan |
| Street, Apt. No., or PO Box No. | 34 Pine Street #3 |
| City, State, ZIP+4 | Portland ME 04102 |

PS Form 3800, June 2002

ADDENDUM
to
**Notification of Intent to Convert Rental Units to Condominiums at
118,124-126 Winter Street and 34 Pine Street, Portland, Maine**

We have been notified of the proposed purchase price for the unit identified below, and I/we hereby _____ Accept/ DECLINE Decline the option to purchase the unit as contained on the attached notice dated June 29, 2006.

Unit # 34 Pine St. #3

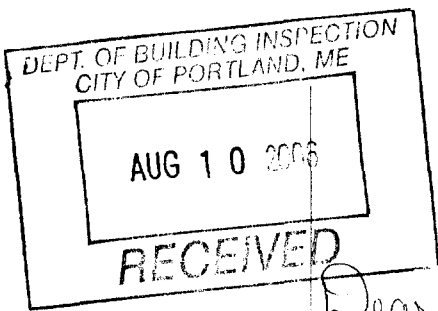
Signed: Vanessa Morgan
~~Vanessa Morgan~~
Albion Hill

Dated: 07/24/06

Please return to:
William D. Vail
Vail Properties, LLC
c/o 19 Pine Street
Portland, ME 04102

244 1909 2000 07TE E002

| | |
|--|----------------|
| U.S. Postal Service™ | |
| CERTIFIED MAIL™ RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com . | |
| | Postmark Here |
| Postage | \$.39 |
| Certified Fee | 2.40 |
| Return Receipt Fee (Endorsement Required) | 1.85 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 4.64 |
| Sent To | |
| Vanessa Morgan | |
| Street, Apt. No., or PO Box No. 34 Pine Street #3 | |
| City, State, ZIP+4® Portland ME 04102 | |
| PS Form 3800, June 2002 | |



Dear William Vail and Sarah,

7/24/06

I received a message from Sarah that my notice is good for August 1st to be my last day at 34 Pine.

I am currently not residing there but have things I need to move still prior to 8/1/06 I am trying to get people together to help move due to my current condition (31 weeks pregnant).

Thanks for the offer to buy 34 Pine however I want to move somewhere more rural for my daughters.

In addition due to circumstances beyond my control I quickly moved with family in the future I may need a reference if I could have a contact for that or a written reference by mail it may help my situation.

Thank you and good luck in the new venture with the condos.

Sincerely,

Vanessa J. Morgant

1197 Patch Mt Rd

Greenwood, ME 04055

207-527-2244 (H) 207-854-0161 (W)

until
Sept 25 2006
or maternity
leave

This page contains a detailed description of the Parcel ID you selected. Press the New Search button at the bottom of the screen to submit a new query.

Current Owner Information

| | |
|---------------|--|
| Card Number | 1 of 1 |
| Parcel ID | 045 E045001 |
| Location | 34 PINE ST |
| Land Use | FIVE TO TEN FAMILY |
| | |
| Owner Address | VAIL HOLDINGS LLC 19 PINE ST PORTLAND ME 04102 |
| | |
| Book/Page | 19067/213 |
| Legal | 45-E-45-57 PINE ST 34 4134 SF |

Current Assessed Valuation

| | | |
|-----------|-----------|-----------|
| Land | Building | Total |
| \$142,500 | \$229,100 | \$371,600 |

Building Information

| Bldg # | Year Built | # Units | Bldg Sq. Ft. | Identical Units |
|--------|------------|---------|--------------|-----------------|
| 1 | 1920 | 5 | 0 | 1 |

| Total Acres | Total Buildings | Sq. Ft. | Structure Type | Building Name |
|-------------|-----------------|---------|--------------------|---------------|
| 0.095 | 0 | | APARTMENT - GARDEN | |

Exterior/Interior Information

| Section | Levels | Size | Use |
|---------|--------|------|---------------------|
| 1 | B1/B1 | 1260 | UNFINISHED RES BSMT |
| 1 | 01/01 | 1260 | APARTMENT |
| 1 | 02/02 | 1224 | APARTMENT |
| 1 | 03/03 | 864 | APARTMENT |

| Height | Walls | Heating | A/C |
|--------|-------|----------|------|
| 7 | | NONE | NONE |
| 9 | FRAME | HW/STEAM | NONE |
| 9 | FRAME | HW/STEAM | NONE |
| 8 | FRAME | HW/STEAM | NONE |
| | | NONE | NONE |
| | | NONE | NONE |
| | | NONE | NONE |

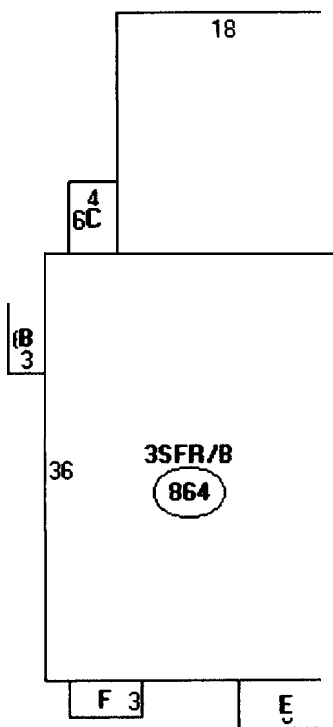
Building Other Features

| Line | Structure Type | Identical Units |
|------|-----------------|-----------------|
| 2 | PORCH - COVERED | 1 |
| 2 | PORCH - COVERED | 1 |

Yard Improvements

| Year Built | Structure Type | Length or Sq. Ft. | # Units |
|------------|----------------|-------------------|---------|
|------------|----------------|-------------------|---------|





Descriptor/Area

A:3SFR/B
864 sqft

B:1SFRBAY/B
18 sqft

C:OFF
24 sqft

D:2SFR/B
360 sqft

E:OFF
32 sqft

F:1SFRBAY/B
18 sqft



APPLICATION FOR PERMIT

PERMIT ISSUED

JULY 31 1977

B.O.C.A. USE GROUP

B.O.C.A. TYPE OF CONSTRUCTION

ZONING LOCATION PORTLAND, MAINE, mar. 18, 1977

CITY of PORTLAND

To the DIRECTOR OF BUILDING & INSPECTION SERVICES, PORTLAND, MAINE

The undersigned hereby applies for a permit to erect, alter, repair, demolish, move or install the following building, structure, equipment or change use in accordance with the Laws of the State of Maine, the Portland B.O.C.A. Building Code and Zoning Ordinance of the City of Portland with plans and specifications, if any, submitted herewith and the following specifications:

LOCATION 34 Pine St. Fire District #1 #2

1. Owner's name and address Richard S. Harris & Lester Evans Telephone 797-2297
25 Jackson St.

2. Lessee's name and address

3. Contractor's name and address owner Telephone

4. Architect

Proposed use of building 5 family apt. NO. families

Last use rooming house NO. families

Material

No. stories

Heat

Style of roof

Roofing

Other buildings on same lot

Estimated contractual cost \$ 5,000. Fee \$ 20.

FIELD INSPECTOR—Mr. GENERAL DESCRIPTION

This application is for: @ 775-5451 To change from rooming house with 14 rooms
Ext. 234 to 5 Family apts. as per plan

Dwelling

Garage

Masonry Bldg.

Metal Bldg. Stamp of Special Conditions

Alterations

Demolitions

Change of Use

Other

NOTE TO APPLICANT; Separate permits are required by the installers and subcontractors of heating, plumbing, electrical and mechanicals.

PERMIT IS TO BE ISSUED TO 1 2 3 4

Other:

DETAILS OF NEW WORK

Is any plumbing involved in this work?

Is any electrical work involved in this work?

Is connection to be made to public sewer?

If not, what is proposed for sewage?

Has septic tank notice been sent?

Form notice sent?

Height average grade to top of plate

Height average grade to highest point of roof

solid or filled land?

earth or rock?

Thickness, top

bottom

cellar

Rise per foot

Roof covering

Material of chimneys

of lining

Kind of heat

fuel

Dressed or full size?

Corner posts

Sills

Columns under girders

Size

Max. on centers

Bridging in every floor and flat roof span over 8 feet.

1st floor

2nd

3rd

4th

1st floor

2nd

3rd

1st floor

2nd

3rd

walls, thickness of walls?

height?

IF A GARAGE

to be accommodated

number commercial cars to be accommodated

to cars habitually stored in the proposed building?

APPROVED BY DATE

BUILDING INSPECTION PLAN EXAMINER

ZONING

BUILDING CODE

HEALTH

Other

MISCELLANEOUS

Will work require disturbing of any tree on a public street?

Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? YES

PUBLIC OFFERING STATEMENT

**Pine and Winter Street Condominiums
34 Pine Street and 188,124-126 Winter Street, Portland, Maine**

NOTICE

UNLESS A PURCHASER HAS RECEIVED AND REVIEWED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE, A PURCHASER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. UNTIL A BUYER RECEIVES AND REVIEWS THE PUBLIC OFFERING STATEMENT, ANY PURCHASE AGREEMENT IS NOT BINDING.

IF A PURCHASER ACCEPTS THE CONVEYANCE OF A UNIT THE PURCHASER MAY NOT CANCEL THE CONTRACT.

ANY DEPOSIT MADE IN CONNECTION WITH THE PURCHASE OF A UNIT WILL BE HELD IN AN ESCROW ACCOUNT UNTIL CLOSING AT THE OFFICES OF **OCEAN GATE REALTY, 151 NEWBURY STREET, PORTLAND, MAINE 04101, ATTN: ED GARDNER (Tel.) 207-773-1919.** THIS DEPOSIT WILL BE RETURNED TO THE PURCHASER IF THE PURCHASER CANCELS THE CONTRACT PURSUANT TO THE ABOVE, AS SET FORTH IN SECTION 1604-107 OF THE MAINE CONDOMINIUM ACT.

ALL PORTIONS OF THIS PUBLIC OFFERING STATEMENT SHOULD BE READ AND REVIEWED CAREFULLY BY A PROSPECTIVE PURCHASER PRIOR TO SIGNING AN AGREEMENT OF SALE. THE DECLARANT'S SALES PERSONS AND OTHER REPRESENTATIVES *ARE* NOT PERMITTED TO ORALLY CHANGE ANY OF THE TERMS OR CONDITIONS OF THIS PUBLIC OFFERING STATEMENT OR OF THE DOCUMENTS THAT ARE PART OF THIS PUBLIC OFFERING STATEMENT, AND MAY NOT ATTEMPT TO INTERPRET THEIR LEGAL EFFECT.

EFFECTIVE DATE OF THIS PUBLIC OFFERING STATEMENT: **June—, 2006.**

Pine and Winter Street Condominiums
34 Pine Street and 118,124-126 Winter Street, Portland, Maine

PUBLIC OFFERING STATEMENT

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PUBLIC OFFERING STATEMENT

Pine and Winter Street Condominiums 34 Pine Street and 188,124-126 Winter Street, Portland, Maine

I. Description of the Condominium and the Units.

The Pine and Winter Street Condominiums (the "**Condominium**"), is located at 34 Pine Street and 188, 124-126 Winter Street, in Portland, Maine (the "**Property**"). The Condominium is being developed by **Vail Properties, LLC** (the "**Declarant**"). The Condominium is proposed to consist of twenty (20) condominium units (the "**Units**"). All of the Units offer a 1-2 bedroom floor plan. Each Unit is an individual Residential Unit.

The square footage and specific floor plan for each unit is depicted on the condominium Plats and Plans, attached as **Exhibit B** (the "**Plans**").

In addition to owning his or her Unit, each individual Owner owns a specified undivided interest in the Common Elements. This is referred to as the "Percentage Interest." The ownership of this Percentage Interest gives each Owner the right, subject to the terms of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated (the "**Condominium Act**"), the Declaration, the By-Laws and the Plans, to use and participate in the control of the Common Elements through membership in the **Pine and Winter Street Condominiums Owners Association** (the "**Association**"). Included in the Common Elements shall be the open space areas as shown on the Plans. A summary description of the Common Elements can be found in Article III of this Statement.

Some portions of the Common Elements are designated as "Limited Common Elements." Each Unit will have appurtenant to it as a Limited Common Element those items specified in the Declaration. The Limited Common Elements are for the exclusive use of the Owner to whose Unit the Limited Common Element is assigned by the Declaration and the Plans, the Declarant or the Association.

Initially, as described below, the Condominium shall consist of twenty (20) Units identified as Units 1-20 on the Plans. As set forth in the Declaration and described herein, the Declarant reserves various Development Rights including the right to withdraw Condominium Units. Any Unit under construction shall be completed within one (1) year from the date construction is commenced.

II. The Maximum Number of Units; Sales to Investors.

The maximum number of Units will be twenty (**20**) units.

The Declarant does not intend to retain any Units for rental by Declarant, however, any or all Units owned by Declarant pending sale may be offered for rent to the general public.

Declarant reserves the right **to** market Units in blocks to investors.

III. Description of the Significant Features of the Declaration, Bylaws and Other Important Documents.

A. The Declaration.

The Condominium shall be created by the Declarant recording a Declaration ("the Declaration") and the Plans in the Cumberland County Registry of Deeds. A copy of the Declaration and reduced copies of the Plans, effective as of the date hereof, are attached as Exhibit A (the "Condominium Documents"). The following is a brief narrative description of the significant features of the Declaration.

Article 1 provides for the submission of the Property as a Condominium under the Condominium Act and states the name and address of the Condominium.

Article 2 contains the definitions of certain terms used in the Condominium Documents. Article 2 also incorporates the provisions of the Condominium Act (33 M.R.S.A. § 1601-101, et. seq.), and states that those Acts' provisions apply to the operation and government of the Condominium except (where permitted by the Condominium Act) to the extent contrary provisions are found in the Condominium Documents.

Articles 3 and 4 of the Declaration state that the Condominium shall initially consist of ten (10) Units, and describe the boundaries of the Units, the Common Elements, and Limited Common Elements. All portions of the homes which are not contained within a Unit and which are not designated as Limited Common Elements are deemed to be Common Elements. Common Elements will be maintained by the Association on behalf of all Owners, and the cost of such maintenance will be shared by all Owners according to their Percentage Interests. All maintenance, repair and replacement Common Elements, will be included in the Common Expenses.

Article 5 of the Declaration describes the maintenance responsibilities of the Association and the Owners. The Owners are responsible for the maintenance and upkeep of their respective Units. The Association, or the Association acting through a managing agent, is responsible for the maintenance and upkeep of the Common Elements and Limited Common Elements.

Article 6 of the Declaration establishes the Percentage Interests of the Units in the Common Elements, the Common Expense liability and the voting rights of Owners. The Percentage Interest for each Unit is depicted on Exhibit B to the Declaration, attached hereto. Each Owner will have a vote in the Association corresponding to each Unit as set forth on such Exhibit B.

Article 7 of the Declaration sets forth the Association's right to employ a property management firm to act as Managing Agent to oversee daily operation of the Condominium and the allocation of maintenance responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, will keep the Common Elements and Limited Common Elements properly maintained and is authorized to replace or repair any Limited Common Elements. The Managing Agent will also coordinate operation and management of the Units. Fees and charges for Managing Agent services are a Common Expenses.

Article 8 of the Declaration lists the various easements to which the Condominium or certain portions of the Condominium are subject. It also reserves to the Declarant the right to maintain models, signs and management offices on the Property. (For more information regarding encumbrances to which the Condominium is subject, see Section VII of this Statement.)

Article 9 of the Declaration imposes various restrictions on the use of the Units and various other portions of the Condominium. For example, all Units are restricted to residential uses, and Owners are barred from conducting any activity which unreasonably interferes with the quiet enjoyment of adjacent Units. There are restrictions concerning pets and repairs of Units by Owners.

Article 10 of the Declaration allows the Declarant to reserve certain rights with respect to the development of the Property and describes what those rights are. (For more information regarding development rights reserved by the Declarant, see Section XX of this Statement.)

Article 11 of the Declaration provides that all present and future owners, lessees, occupants, mortgagees and holders of Land Installment Contracts ("Contract Holders") of Units in the Condominium are subject to the Condominium Documents, and provides for a procedure to be followed in the event of condemnation of all or part of the Common Elements.

Article 12 of the Declaration describes the makeup of the Executive Board of the Association. The Executive Board consists of three (3) members and, initially, the Declarant will appoint the members of the Executive Board. This Article also provides for the transition from the Declarant appointed Executive Board to an Executive Board controlled by the Owners (for more information regarding this transition see Section XXI of this Statement). Article 12 also sets forth the procedure to be followed to resolve any inconsistency among the various Condominium Documents and to amend the Condominium Documents, and grants to the Executive Board and any aggrieved Owner the power to abate or enjoin any violations of the Condominium Documents by Owners, tenants of Owners or the Association.

Article 13 of the Declaration provides for a limitation on the liability of the members, officers and employees of the Executive Board and provides for the indemnification of members of the Executive Board against all expenses and liabilities which they may incur in the performance of their duties, except in circumstances involving willful misconduct or gross negligence. Other sections in Article 13 provide for the defense of claims against the Association, a disclaimer of bailee liability of the Association, the members of the Executive Board and of any Owner for personal property stored on the Common Elements.

Article 14 deals with the liability of Owners to pay all Common Expense assessments allocated to their Units and provides the procedures to be followed to establish reserves, fix assessments and collect assessments in the event the Owner fails to pay them.

Article 15 sets forth the rights of Contract Holders and of lenders who provide mortgages or other financing to purchasers of Units in the Condominium. There are no restrictions on the type of financing; however, lenders and Contract Holders must register with the Association in order to receive notices. Under Article 15.2 and Article 15.3 of the Declaration, mortgagees, Contract Holders, insurers and guarantors of mortgages on the Units are entitled to receive certain notices and are given certain rights.

Article 16 of the Declaration outlines the types and amounts of insurance which the Association is required to obtain and the various provisions governing such insurance (For more information regarding insurance, see Section XIV of this Statement.)

Article 17 provides that the Declarant may assign the rights it has reserved to others.

Article 18 outlines the procedure for amendments of the Declaration. With certain exceptions, the Declaration may be amended by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In certain cases, amendments to the

Declaration must be approved by certain mortgagees of Units representing at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by those mortgagees.

Article 19 provides the procedure for termination of the Condominium. The Condominium may be terminated only by agreement of the Owners to which eighty percent (80%) of the votes in the Association are allocated, and in certain cases, such termination must be approved by certain mortgagees of Units to which sixty-seven percent (67%) of the votes in the Association allocated to Units subject to mortgages held by those mortgagees are allocated. Otherwise, termination of the Condominium will be governed by the provisions of the Condominium Act.

Article 20 appoints the Managing Agent, if any, to be the Attorney in Fact for each Owner in certain instances regarding personal property, and the management of the Condominium.

Article 21 sets out several general provisions dealing with the construction and application of the Declaration.

Article 22 provides guidelines for giving notice to Unit Owners of matters affecting the Condominium.

B. ByLaws of the Association.

The operation and administration of the Association are governed by the ByLaws. A copy of the ByLaws effective as of the date of delivery of this Public Offering Statement is attached to this Statement as Exhibit C.

Article 1 of the ByLaws set out several general provisions dealing with the application and construction of the ByLaws and the location of the Association office.

Article 2 of the ByLaws provide that all Owners in the Condominium are members of the Association. Article 2 also sets forth the time, purpose and procedure for annual and special meetings of the Association. The Association is required to conduct meetings at least annually, and at the annual meeting the Treasurer of the Association is required to present an annual financial report for the preceding fiscal year and the projected budget for the current fiscal year.

Article 3 provides for an Executive Board of three (3) natural persons. It also describes the time, purpose and procedures for meetings of the Executive Board, and sets forth procedures to be followed in the event Executive Board members resign or positions on the Executive Board become vacant. The annual meeting of the Association is initially scheduled to take place on the first Saturday of December of each year. Article 3 also sets forth requirements governing the validity of contracts with interested Executive Board members, and permits the Executive Board to enter into a management contract for the professional management of the Condominium.

Article 4 contains provisions governing the election of officers of the Association by the Executive Board and enumerates the duties of those officers.

Article 5 describes the procedure for establishing budgets and the ratification thereof by the Owners. It also sets forth the obligation of Owners to pay Assessments for Common Expenses. Under Article 5.8, the Association, by a two-thirds (2/3) vote may reject any capital expenditure or borrowing approved by the Board, except during the period during which the Declarant may appoint all of the members of the Executive Board.

Article 6 sets forth the procedure for restoration and repair to the Buildings or other parts of the Condominium if damaged or destroyed.

Article 7 sets forth the procedure for amending the ByLaws, and also provides certain notification rights for holders, insurers, and guarantors of mortgages secured by Units of the Condominium.

Article 8 contains general provisions applicable to the ByLaws.

Article 9 describes the seal of the Association.

C. Rules and Regulations.

The ByLaws provide that the Executive Board may promulgate rules and regulations governing the details of the use and operation of the Condominium. A copy of the Rules and Regulations effective as of the date of this public offering statement is attached to this Statement as **Exhibit D**. These Rules and Regulations generally regulate the Owners' use of the Units and the Common Elements so as to minimize disruption and interference by one Owner with the rights of others. They further provide that Common Elements may not be obstructed, and they regulate the cleanliness, appearance, and maintenance of both the Units and the Common Elements. They also regulate noise-making by owners and other interference with the rights of the owners. The Rules and Regulations also cover the keeping of animals by owners and the leasing of units. Included within the Rules and Regulations are the procedures for submitting complaints and enforcing the Rules and Regulations. The Executive Board occasionally develops policies which may also impact Owners, but which are not codified into the Rules & Regulations.

D. Contracts and Leases to be signed by purchasers at closings, Contracts or Leases that May Extend Beyond Period of Declarant Control.

At closings purchasers are required to sign a Purchase and Sale Contract and those documents required regularly to obtain the financing of a Unit. A Copy of a Purchase and Sale Contract, effective as of the date hereof, is attached as **Exhibit E**, unless otherwise provided to the purchaser(s).

At the time of purchase there may be in place a contract with a Managing Agent. The Association through the Executive Board has the right to employ a professional experienced Managing Agent who shall oversee the daily operation of the Condominium; provided, however, no agreement for such professional management of the Condominium will exceed a term of three years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the same requirements for agreements negotiated by the Association and cannot exceed one year but may be renewed upon consent of the Association.

E. Projected Budget and Current Balance Sheet.

The Executive Board of the Association, or the Declarant, has prepared a proposed budget for the 12 month period beginning January 1, 2006 and ending December 31, 2006. A copy of the currently projected budget for the Association is included in this Public Offering Statement as **Exhibit F**.

The budget has been prepared based upon what the Declarant believes to be the best current estimates of future costs based on information currently available, and maintenance costs of similar properties. The

budget establishes a reserve for future capital expenditures for repair and replacement. There are no other reserves.

IV. Declarant Services.

There are no services the Declarant currently provides not reflected in the budget or expenses currently paid which the Declarant expects may become at any future time a Common Expense to the Association.

V. Initial or Special Fees Due From the Purchaser at Closing.

At closing, the Purchaser will be required to pay in advance a fee for condominium reserves in an amount equal to two (2) months' Common Expense Assessments for the unit purchased. The Purchaser will be required to pay the standard settlement costs as described in the Purchase and Sale Contract and the purchaser's prorated share of any Common Expense Assessment paid by the Declarant.

VI. Liens, Defects and Encumbrances Affecting the Title to the Condominium and Units.

The Condominium and Units are subject to the terms of the Declaration, as recorded, the conditions shown on the Plats and Plans, as recorded, the ByLaws and any Rules and Regulations issued, as each of these may be amended from time to time. In addition, the condominium is subject to the following:

(a) The encumbrances, if any, listed on the attached **Exhibit G**.

(b) Statutory easements granted by the Condominium Act, including (i) the easement provided by Section 1602-114 of the Condominium Act, which provides that a Unit or Common Element is subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it; (ii) the provisions of Section 1602-115 of the Condominium Act which allows the Declarant to maintain sales offices, management offices and models in the Condominium (such right being set forth in Article 8.1 of the Declaration); and, (iii) the easement provided in Section 1602-116 of the Condominium Act, which allows the Declarant an easement through the Common Elements, and, **if** necessary, through portions of the Limited Common Elements, as may be reasonably necessary to facilitate the completion **of** the Condominium, to exercise any Development Right or Special Declarant Right reserved by the Declarant in Article 10 of the Declaration and elsewhere in the Condominium Documents.

(c) Unrecorded easements, discrepancies, conflicts in boundary lines, shortages of area and encroachments which an accurate and complete survey of the Condominium as built, would disclose.

(d) Easements and restrictions described in Article 8 of the Declaration including the following:

(1) The Units and Common Elements are subject to easements in favor of the Declarant, other owners, and appropriate utility service companies and governmental agencies. Further, the Executive Board shall have the right and power to convey permits, licenses and easements over the Common Elements for the installments, maintenance, repair and replacement of utility equipment, roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation of the Condominium;

(2) Those portions of the Common Elements not located within the buildings in which the Units are located are subject to an easement in favor of the Declarant to maintain and correct drainage of surface water;

(3) The Common Elements and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, renovation, repair, replacement or correction of the Units or Common Elements;

(4) The Common Elements (not including the Limited Common Elements) are subject to an easement in favor of the Owners, their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access through each portion of the Common Elements, subject to the requirements and charges imposed by the Executive Board;

(5) The Common Elements are subject to an easement in favor of the Association, its agents, employees and independent contractors for the purpose of inspection, upkeep, maintenance, repair and replacement of the Common Elements;

(6) The Units and the Limited Common Elements are subject to an easement in favor of the Association, its agents, employees, and independent contractors for inspection of the Units and Limited Common Elements and Property, for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements and for the correction of emergency conditions;

(7) The Units and the Limited Common Elements are subject to an easement in favor of the Owner benefited and the Association, its agents, employees and independent contractors for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph and other communication systems and all other utility lines which are **part** of the Common Elements and pass through a portion of one or more Units;

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

(9) The Common Elements are subject to an easement in favor of the benefited Units (a) for installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements; (b) for installation, repair, maintenance, use, removal and replacement of utilities located on the Common Elements, **or** of overhead lighting fixtures, electrical receptacles and light fixtures located in a portion of the ceiling, wall or floor adjacent to the Unit; (c) for driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; and (d) for the maintenance **of** the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles, and similar fixtures which serve only one Unit but which encroach in to any part of any Common Element or Limited Common Element on the date the Declaration is recorded or any amendment thereto is recorded;

(10) The Units and the Limited Common Elements are subject to an easement in favor of the Association, its agents, employees, and independent contractors for inspection of the Units and Limited Common Elements and Property, for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements and for the correction of emergency conditions.

(11) The Units and the Limited Common Elements are subject to an easement in favor of the Owner benefited and the Association, its agents, employees and independent contractors for the

installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph and other communication systems and all other utility lines which are part of the Common Elements and pass through a portion of one or more Units;

(12) The Units and the Limited Common Elements are subject to an easement in favor of the Owner benefited and the Association, its agents, employees, and independent contractors for the purpose of affixing and removing carpeting, parquet flooring and other floor coverings and for the purpose of affixing and removing paint, wallpaper, other decorative material, pictures, mirrors and other decorative articles and for otherwise decorating, cleaning and maintaining such surface of the floors, walls and ceilings.

VII. Financing Offered Or Arranged by the Declarant.

The Declarant does not plan to offer financing to any buyers.

VIII. Warranties.

With respect to the Units being sold and the Common Elements appurtenant thereto, the Condominium Act provides as follows:

§ 1604-112. Express warranties of quality.

(a) Express warranties made by any seller to a purchaser of a unit, if relied upon by the purchaser, are only created as follows:

(1) Any written affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the condominium that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the condominium, creates an express warranty that the unit and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the condominium, including plans and specifications of or for improvements, creates an express warranty that the condominium will substantially conform to the model or description;

(3) Any written description of the quantity or extent of the real estate comprising the condominium, including plats or surveys, creates an express warranty that the condominium will conform to the description, subject to customary tolerances; and,

(4) A provision that a buyer may put a unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.

(c) Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers.