

Bramhall Row Condominium

PUBLIC OFFERING STATEMENT

General Project Description

Bramhall Row Condominium (the "Condominium") is a nine unit residential condominium consisting of two existing units plus seven to-be-built units located at 749 Congress Street in Portland, Maine.

The declarant of the Condominium (the "Declarant") is Bramhall Row, LLC, a Maine limited liability company with an address of PO Box 7240, Portland, ME 04112.

The Condominium will be comprised of a newly constructed building (the "Townhouse Building") with seven townhouse style residential units numbered 1, 2, 3, 4, 5, 6 & 7 and two existing residential units lettered A & B in an existing carriage house building at the north edge of the property (the "Carriage House Building"). The nine residential units in total are referred to as the "Units."

Declarant intends to commence construction of the Condominium in the spring of 2017 with completion and occupancy of the Units therein estimated to be in the Spring of 2018. The foregoing timeframe is an approximation only and is subject to delays arising from marketing and sale of units, receipt of governmental permits, work stoppages, labor and/or material shortages, weather conditions, "acts of God," and other factors beyond the Declarant's reasonable control.

Bramhall Row, LLC acquired the land and carriage house building along with appurtenant easement rights from Denovo LLC, the original applicant for the Subdivision and Site Plan approved by the City of Portland (the "Property"). The source deed is to be recorded in the Cumberland County Registry of Deeds prior to recording of the Declaration of Condominium. Denovo LLC obtained approval of the Subdivision and Site Plan from the City of Portland Planning Board on July 12, 2016. Attached hereto as **Exhibit A** is a revised Subdivision Plat, approved by the City of Portland and recorded on November 15, 2016, and recorded in said Registry of Deeds in Plan Book 216; Page 449. Any and all obligations of the Declarant to Unit purchasers shall be subject to, and contingent upon, the receipt of all necessary governmental permits not already obtained by the Declarant.

The Francis Hotel.

The Francis Hotel (the "Francis") is being developed on a lot adjacent to the Property. The Francis is not part of the condominium. An easement burdening the Property and benefitting the Francis was recorded on November 15, 2016 in the Cumberland County Registry of Deeds at Book 33610; Page 212, which said deed was corrected and recorded in said registry at Book 33615; Page 316. An easement benefitting the Property and burdening the Francis was recorded on November 15, 2016 in the Cumberland County Registry of Deeds at Book 33610; Page 219. The two easements (the "Reciprocal Easements") establish rights including vehicular and pedestrian access rights, parking rights, and utility rights.

The Mellen Street Woods.

The portion of the Property fronting on Mellen Street (the "Mellen Street Woods") is subject to an easement (the "Mellen Street Woods Easement") which generally preserves the Mellen Street Woods in its current natural state. The Mellen Street Woods Easement was recorded on November 17, 2017 in the Cumberland County Registry of Deeds at Book 33615; Page 323. The Mellen Street Woods Easement prohibits placement of a transformer and other structures and limits the use and tree clearing activities allowed on the Mellen Street Woods portion of the Property.

The Condominium includes two tandem parking spaces within each of the seven private garages of the new townhouse homes and twelve outdoor parking spaces located in the common parking area of the Condominium accessed from Congress Street. Two of the outdoor parking spaces in the Condominium are specifically designated as limited common elements ("Limited Common Elements") associated with the existing carriage house units, one is available to be managed by the Bramhall Row Condominium Association, and nine benefit the Francis as set forth in the Reciprocal Easements. All Units, Common Elements, and Limited Common Elements have access to and from Congress Street over the Property and over land of the Francis as set forth in the Reciprocal Easements.

Disclosures Relating to the Declarant's Retained Special Declarant Rights

Declarant has not reserved any development right to create additional units, add land to the Condominium, remove land from the Condominium, or convert units to common elements or common elements to units.

Any Limited Common Element(s) created by the Declarant in the future are expected to be the same general types and sizes as the limited common elements within other parts of the Condominium. It is also expected that the proportion of limited common elements to Units created by the Declarant will remain approximately the same as the project is developed.

The decks adjacent to Units numbered 1, 2, 3, 4, 5, 6 & 7 shall be Limited Common Elements appurtenant to the Unit to which each deck is adjacent. The alcove and planters surrounding the main entrance to each of the seven Townhouse Units shall be a Limited Common Element benefitting the unit accessed by that entrance. The yard area behind each of the seven Townhouse Units shall be a Limited Common Element benefitting the adjacent Townhouse Unit.

The Declarant has retained special declarant rights in order to facilitate the development, construction, financing and marketing of the Units in the Condominium, including without limitation, the following:

- The right to maintain a sales office, a management office, and one or more model Units;
- The right to control the board (the "Board") of the Bramhall Row Condominium Association (the "Association") for up to five (5) years (or, if sooner, that date which is 60 days after six (6) of the total units have been conveyed to Unit Owners other than the Declarant);
- The right to use certain unsold Units for rental purposes on terms and conditions determined by the Declarant; and
- The right to use certain common elements of the Condominium for construction of the Townhouse Building and renovation of the Carriage House Building, and related improvements, the marketing and development-related purposes, and to utilize one or more Units as models to assist in its marketing efforts.

In addition to the Units described above, the Townhouse Building is also expected to contain a common sprinkler enclosure and common electrical entrance enclosure. Each shall be a Common Element of the Condominium.

Significant Features of Condominium Documents

The Condominium's primary legal documents will consist of the following: (a) Declaration of Condominium (the "Declaration," a copy of the draft of which is attached hereto as **Exhibit B**); (b) the By-Laws of Bramhall Row Condominium Association (the "By-Laws," a copy of which is attached hereto as **Exhibit C**); (c) a Property Management Agreement; (d) the Condominium's Rules and Regulations (a copy of which is attached hereto as **Exhibit D**); (e) the Condominium Plans (reduced copies of which are attached hereto as **Exhibit E**) and (f) the Purchase and Sale Agreement (the "P&S" or "Sales Agreement").

The following is a brief narrative description of each of the above-described documents:

(a) Declaration of Condominium

The Declaration of Condominium (the "Declaration") is the legal document executed by the Declarant and recorded at the Registry of Deeds prior to closing on any sale of a Unit. The Declaration formally dedicates the Condominium property to the condominium form of ownership. Once the Declaration is recorded, the Condominium becomes divided into various individual "Units," as well as various common elements and limited common elements (which are common elements reserved for the exclusive use of a unit or units). The common elements will be owned by the Unit owners as tenants in common based on the allocated interests of the Unit owners. The Declaration also includes various other rights, obligations, easements, covenants and restrictions relating to the Declarant, the Units and the common elements, as well as a method to carry out any future amendments

to the Declaration.

(b) By-Laws

The By-Laws define the governance, operation and functioning of the Bramhall Row Condominium Association (the "Association"). The Association is, or will be, organized as a non-profit, non-stock, mutual benefit corporation pursuant to Maine law. The Association will be governed by a Board (the "Board"), and the By-Laws provide for the composition of the Board, the appointment to the Board of a representative of each unit owner, general Board powers, the annual election of required officers. The By-Laws also provide that the Board initially shall be appointed by the Declarant, as described above in this Public Offering Statement.

(c) Property Management Agreement

The Property Management Agreement deals with the day-to-day professional management of the Condominium for the benefit of the Unit Owners and residents. Although a Property Management Agreement has not yet been entered into, it is anticipated that this will be done at or about the time of the creation of the Condominium.

(d) Rules and Regulations

These are a series of additional restrictions and requirements relating to use of common elements and occupancy of Units adopted by the Association for the benefit of Unit owners generally. The Rules and Regulations may be modified from time to time by the Board.

(e) Purchase and Sale Agreement

The Purchase and Sale Agreement (if signed by Declarant and a purchaser) constitutes the contractual agreement between the Declarant and the purchaser, setting forth the purchase price and other important terms and conditions related to the purchase of a Unit.

Projected Association Budget

The Condominium documents have been drafted to provide for common expenses to be assessed pursuant to the Condominium budget (the "Budget"). This is the Budget for expenses and services which benefit the owners of Units. Examples include mechanical and electrical equipment maintenance relating to Units (excluding maintenance relating to equipment associated exclusively with one unit), life safety maintenance, testing and licensing, reserves related to building materials and equipment, maintenance of and snow removal at the driveway and parking area and common walkways.

Assessments for expenses set forth in the Budget will be based upon each Unit's percentage interest in the Condominium common elements. Each Unit's assessments for expenses set forth in the Budget will be based upon its allocated interest, which shall be equal to one-ninth of the Budget excluding amounts for Building Reserves. There shall be two, separate Building Reserve Budgets, one for the Townhouse Building and one for the Carriage House Building. Each unit owner of a unit in the Townhouse Building shall be assessed one-seventh of the Townhouse Building Reserve Budget and each owner of the Carriage House Building Reserve Budget shall be assessed one-half of the Carriage House Building Reserve Budget.

The Association's projected Budgets for the first year of operation once the Townhouse Building is constructed are attached hereto as Exhibit F. These Budgets were prepared at the Declarant's request by Foreside Real Estate Management of Falmouth, Maine, an independent consultant and property manager, and are estimates based on information available in February, 2017. The Budgets are not dependent upon any minimum assumed level of occupancy, and because the Budgets are believed to be a reasonable projection of the expenses to be incurred, no inflation factor has been included. The projected first-year Assessments for each Unit are also included in Exhibit F. Because the Association has not been formed yet, there currently is no balance sheet for the Association.

Other Association Services

To the best of the Declarant's knowledge and belief, there are no services to be provided to the Association which are not reflected in the Budgets, which the Declarant will initially provide, and which might become a common expense of the Association in future years, except to the extent that Declarant performs certain work to accommodate Declarant's construction activities (e.g., snow plowing).

Initial or Special Fees

In addition to customary closing costs, Unit purchasers must contribute to the Association's working capital reserve fund, in an amount equal to two times the Unit's estimated or actual monthly assessment for common expenses. This contribution is non-refundable and is not a prepayment of regular monthly common expense assessments or any special assessments.

Liens and/or Title Encumbrances

There are various covenants, conditions, easements and restrictions of record relating to the Condominium, in addition to those set forth in the Declaration, as set forth in Exhibit G attached hereto.

Warranties

The Declarant will provide each purchaser of a Unit with a Limited Warranty to protect

against possible construction or design problems. This Limited Warranty also will be part of the Purchase and Sale Agreement and will be acknowledged and signed by both the Declarant and the Unit purchaser by the closing. In order to assert a claim under the Limited Warranty, an action must be initiated within two years after the purchaser's closing of the purchase of the Unit. The Limited Warranty is transferable to subsequent Unit owners. Maine law also provides certain express and implied warranties of quality which are set forth in Sections 1604-112 and 1604-113 of the Maine Condominium Act. As to any item covered by Maine's statutory express or implied warranty provisions, the statute of limitations for assertion of a claim shall be limited by the Limited Warranty Certificate to two (2) years from the date of closing. To the fullest extent assignable, Declarant shall assign to the Association or to a Unit Owner, as applicable, all express warranties received by Declarant, including express warranties for materials, supplies, appliances, and installation.

Cancellation Rights

(a) 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, may cancel any contract for purchase of a Unit from the Declarant.

If the purchaser elects to cancel, the purchaser may do so by hand-delivering a Notice of Cancellation or by mailing the notice by pre-paid United States mail, to the Declarant. The cancellation rights conferred hereby are without penalty, and any earnest money deposit made by the purchaser will be promptly refunded in its entirety upon such cancellation as described above.

(b) If a purchaser accepts the conveyance of a Unit or waives the cancellation right prior to closing, the purchaser thereafter may not cancel the contract.

Absence of Unsatisfied Judgments

There are no unsatisfied judgments or pending lawsuits against the Association, nor are there any pending lawsuits material to the Condominium of which the Declarant has actual knowledge.

Escrow of Deposit(s)

Any earnest money deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to its terms and Section 1604-107 of the Maine Condominium Act. Prepayments for upgrades, if any, are not earnest money deposits and will not be held in escrow; rather, they are prepayments for specific upgrades to the unit requested by the purchaser and such funds may be used by the Declarant to purchase materials and perform work on the unit in connection with such upgrades.

No Restraints on Transfer

The Declarant is not aware of any restraints on transfer of any portion of the Condominium.

Insurance

The Declarant and/or the Condominium's property management company will keep the Condominium and units insured against loss by fire and standard extended coverage events, as well as with commercial general liability insurance. Further details of insurance coverage are set forth in the Declaration attached hereto as Exhibit B. Each purchaser is advised, however, to obtain his or her own condominium unit owner's insurance policy, in order to insure against matters not covered by the Condominium's policy.

Absence of Fees for Use of Facilities

The assessments paid by a Unit purchaser to the Association cover the use and enjoyment of the Condominium's common elements, facilities and amenities, and no further fees are anticipated for such use.

Declarant's Financial Arrangements

The Declarant intends to obtain a loan from a commercial lender to finance the construction of the Condominium building and related improvements. Subject to the satisfaction of the other contingencies, conditions and reservations set forth in the Purchase and Sale Agreement and this Public Offering Statement, the Declarant will be obligated to complete and/or restore any improvements labeled "MUST BE BUILT" on any plats or plans to be recorded with the Condominium Declaration.

Alienation of Common Elements

Except for the easements contained in the Easement Agreement and Mellen Street Woods Easement as discussed herein, no portion of the Condominium's common elements may be alienated or sold, except as expressly allowed by Section 1603-112 of the Maine Condominium Act.

Property Management

Property management will be provided by Foreside Real Estate Management, Inc. at a fee of approximately \$37 per Unit per month. The duties of the property manager will include oversight of common area property maintenance, snow removal, billing and collection of condominium fees and utility charges, overseeing any required safety inspections, and making authorized payments to vendors.

Exhibit A Public Offering Statement

CITY OF PORTLAND SITE PLAN AND SUBDIVISION NOTES

- LANDSCAPING SHALL MEET THE "AMBIO-CULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE AND LANDSCAPE GUIDELINES" OF THE CITY OF PORTLAND, TECHNICAL DESIGN STANDARDS AND GUIDELINES.
- THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODS OR LAWN AREAS, ACCESS, SIZE, LOCATION, AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
- ALL POWERLINE UTILITIES SHALL BE UNDERGROUND.
- SIDEWALKS AND CURBS SHALL BE DESIGNED AND BUILT WITH TYPICAL RAISING AT ALL STREET CORNERS, CROSSWALKS AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL BMPs PUBLISHED BY THE BUREAU OF LAND AND QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR REGRADING.
- ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREAS SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES (SEE ABOVE).
- PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CITY OF PORTLAND DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE REPRESENTATIVE SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRECONSTRUCTION MEETING.
- EXISTING VEGETATION SHALL BE CONSERVED IN AREAS SHOWN ON THIS SITE. FENCING OR OTHER PROTECTIVE BARRIERS SHALL BE ERRECTED OUTSIDE THE CORNER LINE OF INDIVIDUAL GROUPINGS OF TREES DESIGNATED FOR PRESERVATION PRIOR TO THE ONSET OF CONSTRUCTION. REGARDING SHALL NOT TAKE PLACE WITHIN THE CORNER LINE OF TREES DESIGNATED FOR PRESERVATION. NO STORAGE OR CONSTRUCTION MATERIALS SHALL BE PERMITTED WITHIN THE CORNER LINE OF TREES TO BE PRESERVED.
- SUBDIVISION AT THE TIME OF APPROVAL IS DEFINED AS "SUBDIVISION SHALL MEAN THE DIVISION OF ANY LOT, TRACT, PARCEL, OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY (40) ACRES OR MORE WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDING OR OTHERWISE, AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 440. THE TERM "SUBDIVISION" SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR STRUCTURES ON A TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD, AND THE DIVISION OF AN EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THE EXPANSION OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSE OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH THROUGH SALE OR LEASE IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTIFAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS."

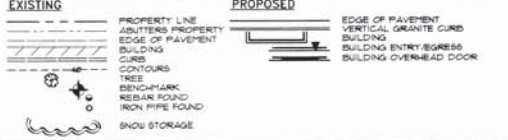
SURVEY GENERAL NOTES AND PLAN REFERENCES

- GENERAL NOTES:**
- BOOK AND PAGE REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
 - BEARINGS ARE REFERENCED TO THE MAINE STATE COORDINATE SYSTEM, WEST ZONE NAD(83)/NAD(83) DERIVED FROM CITY OF PORTLAND INFORMATION. BASE POINT USED: T10-65-197-N, 236888440 E 235334380. ADJUSTED POINT T04-26-125-N 236842466 E 235233193.
 - ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM. BENCHMARK IS THE STREET MONUMENT AT THE NORTHEASTLY CORNER OF SHERMAN AND MELLEN STREETS AS PROVIDED BY THE CITY OF PORTLAND. ELEVATION 51.0.
 - UTILITY INFORMATION ON THIS PLAN IS APPROXIMATE, BASED ON LOCATION OF VISIBLE DIGGAGE AND/OR THE APPROPRIATE UTILITIES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION.
 - PROPERTY LIES WITHIN ZONE X BASED ON FIRST COMPANLY 230651 PANEL 0003 B, DATED JULY 11, 1986. IT DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.
 - THERE ARE DISCREPANCIES BETWEEN THE LANGUAGE CONTAINED IN THE DEED DESCRIPTIONS FOR EASEMENTS 3 AND 4 AND THE EXHIBIT A DIAGRAM ATTACHED TO THE DEEDS. CORRECTIVE DEEDS FOR THESE EASEMENTS ARE RECOMMENDED PRIOR TO THE CONVEYANCE OF EITHER PARCEL. AS ORIGINAL PARCELS A AND B ARE CURRENTLY OWNED BY THE SAME ENTITY, THE EASEMENTS MAY BE CONSIDERED NULL AND VOID.
- PLAN REFERENCES:**
- STANDARD BOUNDARY SURVEY PLAN OF PROPERTY MADE FOR SCI MAINE FUNERAL SERVICES, INC. BY R.P. TIGOMB ASSOCIATES, INC. DATED FEBRUARY 9, 1981 AND REVISED THROUGH AUGUST 17, 2001.
 - ALTA/ASCH LAND TITLE SURVEY MADE FOR JPM PROPERTIES, INC. BY NORTHEAST CIVIL SOLUTIONS DATED SEPTEMBER 13, 2004.
 - CONDOMINIUM PLAN MADE FOR 14 MELLEN STREET CONDOMINIUMS BY BACK BAY BOUNDARY, INC. LAND SURVEYING DATED JANUARY 21, 2009 RECORDED IN BOOK 229, PAGE 261.
 - LAND TITLE SURVEY MADE FOR PEOPLES HERITAGE BANK BY STEVEN HORTON BANK OF MASSACHUSETTS DATED OCTOBER 9, 1993 RECORDED IN PLAN BOOK 193, PAGE 3.
 - CONDOMINIUM CONVERSION MADE FOR 0716 C AND A. HAVOURSON THOMPSON BY NORTHEAST CIVIL SOLUTIONS DATED NOVEMBER 22, 2004 RECORDED IN PLAN BOOK 104, PAGE 896.

SNOW CLEARANCE NOTES

- SNOW MAY BE STORED WITHIN THE TEMPORARY SNOW STORAGE AREAS ONLY.
- ANY SNOW THAT CAN NOT BE STORED ON SITE SHALL BE PHYSICALLY REMOVED AND TRANSPORTED OFF-SITE WITHIN 24 TO 48 HOURS FOLLOWING A SNOW STOP.
- SNOW TRANSPORTED OFF-SITE SHALL BE BROUGHT TO A MAINE DEEP "SNOW DUMP" OR MEET THE EXEMPTION REQUIREMENTS SPECIFIED WITHIN CHAPTER 613 WHEN THE ABOVE REQUIREMENTS CANNOT BE MET DUE TO AN ABUNDANCE OF SNOW.
- THE SNOW CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO VEGETATION, LANDSCAPING, CURBING, LIGHTING, FENCING ETC. RESULTING FROM THEIR ACTIVITIES.
- THE SNOW CONTRACTOR SHALL USE SALT OR CHLORIDE SUBSTITUTE TO DEICE THE PARKING LOT.
- THE CONDOMINIUM ASSOCIATION IS RESPONSIBLE FOR SNOW REMOVAL BEING UNDERTAKEN IN A TIMELY FASHION.

LEGEND



EASEMENTS & ENCUMBRANCES

- ORIGINAL PARCELS A AND B ARE SUBJECT TO AN OVERHEAD UTILITY EASEMENT CONVEYED TO CENTRAL MAINE POWER COMPANY AND NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY BY JOHN A. MCINTOSH, JR. IN BOOK 06-44, PAGE 10.
- ORIGINAL PARCEL B BENEFITS FROM AN EASEMENT OVER PARCEL A CONVEYED TO JOHN A. MCINTOSH, JR. BY JPH PROPERTIES, INC. IN BOOK 16-32, PAGE 53.
- ORIGINAL PARCEL A IS SUBJECT TO AN EASEMENT CONVEYED TO SCI MAINE FUNERAL SERVICES, INC. BY JOHN A. MCINTOSH, JR. IN BOOK 16-91, PAGE 182.
- ORIGINAL PARCEL A IS SUBJECT TO AN EASEMENT CONVEYED TO MCINTOSH REALTY, LLC BY JOHN A. MCINTOSH TRUST IN BOOK 32-03, PAGE 183.
- ORIGINAL PARCEL B BENEFITS FROM AN EASEMENT CONVEYED TO MCINTOSH REALTY, LLC BY JOHN A. MCINTOSH TRUST IN BOOK 32-03, PAGE 178.

WAIVERS

- THE PLANNING BOARD VOTED UNANIMOUSLY 5-0 (THORNBETTE AND STANLEY ABSENT) TO WAIVE THE TECHNICAL STANDARD SECTION 4.304 (B) (2) (B) (3) STREET TREES TO ALLOW FOR A CONTRIBUTION OF LAND TO THE CITY'S STREET TREE FUND TO BE SUBSTITUTED FOR THE PROVISION OF FIVE OF THE REQUIRED STREET TREES.
- THE PLANNING BOARD VOTED UNANIMOUSLY 5-0 (THORNBETTE AND STANLEY ABSENT) TO WAIVE THE TECHNICAL STANDARD SECTION 4.304 (B) (2) (B) (3) LANDSCAPED BUFFERS TO ALLOW FOR UNDERSTORY LANDSCAPING DUE TO SITE CONSTRAINTS AND THE RALLY DEVELOPED SITE.



ZONE INFORMATION

B20 - COMPANY BUSINESS ZONE
R6 - RESIDENTIAL ZONE

PERMITTED USES: MULTI-FAMILY DWELLING, RESTAURANTS, HOTELS & MOTELS LESS THAN 500 ROOMS.

IMPERVIOUS INFORMATION

EXISTING IMPERVIOUS	2142 SQ. FT.
PROPOSED IMPERVIOUS	22750 SQ. FT.
NET IMPERVIOUS	750 SQ. FT.

PARKING INFORMATION

15 HOTEL ROOMS	4 SPACES
35 SEAT RESTAURANT	5 SPACES
3 RESIDENTIAL UNITS	3 SPACES
TOTAL REQUIRED	18 SPACES
PROVIDED	13 SPACES
BIKE RACKS	EXTERIOR 4 INTERIOR GARAGE

SUBDIVISION PLAN, APPROVED BY THE CITY OF PORTLAND PLANNING BOARD

Maureen D. [Signature]
[Signature]
[Signature]

DATE: _____

GENERAL NOTES

- OWNER: MARTIN B. DASSA & ALYSSA J. DASSA TRUSTEES, 3 COTTONWOOD LANE, FALMOUTH, MAINE 04105. DEEDS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS BK 28907, PG. 208, DATE 1/19/2016.
- DEVELOPER: DENOVO, LLC, 41 WAITES LANDING ROAD, FALMOUTH, MAINE 04105.
- ENGINEER: PINKHAM & GREER CIVIL ENGINEERS, 28 VANNAH AVENUE, PORTLAND, MAINE 04105.
- ARCHITECT: ARGHETTE ARCHITECTS, 48 UNION SQUARE, PORTLAND, MAINE 04105.
- TOPOGRAPHIC AND BOUNDARY: TIGOMB ASSOCIATES, 133 GRAY ROAD, FALMOUTH, MAINE 04105.
- UNDERLYING SOILS MAPPING TAKEN FROM SOIL CONSERVATION STUDY OF CUMBERLAND COUNTY AND CLASSIFIED BLOCKLY (H). THE SURFACE OF THE SITE IS CURRENT URBAN LAND.
- TAX MAP REFERENCE: MAP 47 / BLOCK 4 / LOT 20, 28, 30, 32.
- TOTAL PARCEL = 0.71 ACRES.
- UNITS TO BE SERVICED BY PUBLIC WATER FROM CONGRESS STREET AND PUBLIC SEWER AND GAS FROM MELLEN STREET. THESE SERVICES, INCLUDING HYDRANTS, ARE AS SHOWN ON SHEET C14, GRADING AND UTILITIES PLAN.
- CALL DIG-SAFE PRIOR TO COMMENCING WORK. 1-800-DIG-SAFE.
- ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- PROPOSED PARKING SPACES: 0-OUTDOOR, 1-INDOOR.
- THE SUBJECT PARCEL, SHOWN AS 148 CONGRESS STREET IS SUBJECT TO A CITY OF PORTLAND LEVEL III SITE PLAN AND SUBDIVISION PERMIT.
- FLOODPLAIN: THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMPANY PANEL 230091 0014 B, EFFECTIVE DATE JULY 11, 1986. IT IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
- NEW PROPERTY PINS TO BE SET AT THE EXPENSE OF THE DEVELOPER AT THE END OF CONSTRUCTION.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL (BMPs) PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MARCH 2003.



1	TOTAL	REVISIONS
2	17816	ADDED ELECT. CABLES, SEPT. 10/2016
3	78716	ADDED DEVELOPER'S COMMENTS
4	82916	ADDED COMMENTS AND STAFF COMMENTS
5	97716	REVISED UTILITIES
6	44316	REVISED STAFF COMMENTS
7	44316	REVISED STAFF COMMENTS
8	44316	REVISED STAFF COMMENTS
9	44316	REVISED STAFF COMMENTS
10	44316	REVISED STAFF COMMENTS
11	44316	REVISED STAFF COMMENTS

APPLICANT: DENOVO, LLC
47 WAITES LANDING ROAD
FALMOUTH, MAINE

SCALE: AS SHOWN
DATE: FEBRUARY 22, 2016
PROJECT: 15106

DEN EFF: JDC
DENO BY: TSO
CDE BY: YSG

749 CONGRESS STREET
749 CONGRESS STREET
PORTLAND, MAINE

SUBDIVISION RECORDING PLAN

C1.1

MAPLOT 47A125.16.28.53

Exhibit B
Public Offering Statement

BRAMHALL ROW, LLC

DECLARATION OF CONDOMINIUM

Bramhall Row, LLC, a Maine limited liability company with a principal place of business located at 47 Waites Landing Road, Falmouth Maine 04105 (hereinafter with its successors and assigns, referred to as the "Declarant"), being the owner of that certain real property located in Portland, Cumberland County, Maine, as more fully described hereinafter, by duly executing and recording this Declaration, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Title 33 Maine Revised Statutes, Chapter 31, §§ 1601-101, *et seq.*, as now and as may be hereinafter amended (hereinafter referred to as the "Condominium Act"), and does hereby declare and create, with respect to the Property, a condominium governed by and subject to the provisions of the Condominium Act. To that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium: Defined Terms.** The name of the condominium created shall be Bramhall Row Condominium (hereinafter sometimes referred to as the "Condominium"). Capitalized terms used herein, if not defined herein, shall have the meanings defined in the Condominium Act or in the Association's By-Laws. Pursuant to the Association's By-Laws, the owners of units within the Condominium shall be members of the Condominium Board of Directors (the "Board") and the Board shall elect a Board President, Treasurer and Secretary.

2. **Description of the Condominium: Common Elements Allocated as Limited Common Elements: Plats and Plans: and Buildings.** The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Portland, Cumberland County, Maine, being described on **Schedule A** attached hereto. The Land is subject to such rights, easements, restrictions and encumbrances recited in **Schedule A**; and the rights and easements established or referenced herein. The Land is additionally subject to such rights, interests and easements as may be herein reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns.

The Condominium is comprised of the Land and includes:

- A. seven (7) to-be-built residential units located in a to-be-constructed row-house style building (the "Townhouse Building") with such units referred to as units 1, 2, 3, 4, 5, 6 & 7 (the "Townhouse Building Units"), together with two (2) residential units located in an existing carriage house building (the "Carriage House Building") with such units referred to as units A & B (the "Carriage House Building Units"). The Townhouse Building Units and the Carriage House Building Units are

collectively referred to as the Units.

All nine (9) Units herein described are hereby created. The Units are listed on Schedule B attached hereto along with each Unit's appurtenant undivided percentage interest (the "Undivided Interest") in the common elements of the Condominium (the "Common Elements").

Recorded herewith is a certain plat (the "Subdivision Plat"), depicting the Land and the location and dimension of the improvements thereon. Also recorded herewith are certain plans (the "Floor Plans") depicting the Units, their designated Unit numbers, horizontal Unit boundaries with reference to established datum, the location and dimensions of vertical Unit boundaries, Common Elements and Limited Common Elements.

3. Descriptions of the Units and Their Boundaries. Units in the Condominium are defined as those physical portions of the Condominium designated for separate ownership hereunder, or in any amendment hereto. The Units are housed in two separate buildings: the Carriage House Building and the Townhouse Building. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated:

A. Boundaries of the Units. The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

- (i) Floors: The upper surface of the slab in the Unit garage and structural joists below the sub-flooring of the Unit or the Unit's floor.
- (ii) Ceiling: The lower plane of the slab or structural joists supporting the roof.
- (iii) Exterior and Demising Walls: Vertical (perimetric) Boundaries of each Unit shall be the internal surface of the walls (i.e., the inner surface of the sheetrock or other finished wall surface) bounding the Unit extended to intersections with each other and with the horizontal or inclined boundaries. All paneling, tiles, wallpaper, paint, sheetrock, flooring finish and any other materials constituting any part of the finished surfaces of the ceilings, walls or floors are a part of the Unit, and all other portions of the walls, floors or ceilings are a part of the Common Elements.
- (iv) Doors and Windows: As to the front door leading to the interior of a Unit, the interior surface of the door and of the door frame; as to the rear doors leading to the interior of a unit, the exterior surface of the door and of the door frame; as to windows, the exterior surface of the glass (and screens if any) and of the window frame. The exterior side of the front door leading to the interior Unit shall be a Limited Common Element as set forth in paragraph 4 below.
- (v) Pipes, Wires, Conduits, etc. If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

B. Alteration of Units. Unit owners, including Declarant, may alter, combine and/or subdivide Units, and/or relocate the boundaries between adjoining Units, provided, however, that: (1) the terms and provisions of Sections 1602-111, 1602-112 and/or 1602-113 of the Condominium Act (as applicable) are complied with, (2) the advance written consent of the Board is obtained, which consent shall not be unreasonably withheld, (3) any reasonable conditions imposed by the Board are complied with in all respects, and (4) any such alterations do not conflict with any municipal ordinances or approvals granted for the Condominium.

4. Description of Common Elements and Limited Common Elements. Maintenance of Common Elements and Units.

A. Description of the Common Elements. The common elements of the Condominium (the "Common Elements") consist of the entire Property described in Schedule A exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant).

The Common Elements shall be subject to the provisions hereof and of the By-Laws and the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the exclusive rights, interests and easements reserved to the Declarant by law or by the Declarant in this Declaration.

B. Limited Common Elements.

- a. If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of the Townhouse Building or Carriage House Building serving more than one Unit or any portion of the Limited Common Elements is a part of the Common Elements; and
- b. The exterior side of the front door leading to the interior of a Unit and the entry way alcove at the front door to each Townhouse Building Unit is a Limited Common Element allocated exclusively to that Unit.
- c. The Floor Plans depict various private balconies and yards with access thereto from adjacent Units. Such private balconies and yards are Limited Common Elements for the

exclusive use by the occupants of such adjacent Units subject to the terms of this Declaration and the Condominium Bylaws and Rules and Regulations.

- d. Parking space # _____ is a Limited Common Element allocated to Unit A in the Carriage House Building.
- e. Parking space # _____ is a Limited Common Element allocated to Unit B in the Carriage House Building.

5. Allocation of Parking Spaces; Use of Parking Spaces. The Declarant hereby reserves the development right to allocate rights relating to surface parking spaces located on the Property.

Declarant has subjected 9 of the surface parking spaces to certain easement rights benefitting the owner of adjacent land as set forth in a certain easement granted by Declarant to 747 Congress, LLC dated November 15, 2016 and recorded in the Cumberland County Registry of Deeds at Book 33615; Page 316.

Subject to the terms and provisions of the Condominium Act, the surface parking spaces (i) may only be used by the Declarant, or its licensees or lessees or easement holders, and by occupants of the Condominium and their guests only if the spaces have not been subjected to lease rights, easement rights or license rights, and (ii) may thereafter be transferred to other Unit Owners pursuant to Section 1602-108(b) of the Condominium Act.

The following additional restrictions and regulations shall apply to the use and occupancy of the surface parking spaces:

- (i) The surface parking spaces shall be used only for the parking of registered and operational private automobiles, motorcycles, and noncommercial vans and trucks and recreational vehicles. No trucks, (except non-commercial pickup trucks), boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the parking spaces except with the written consent of the Board.
- (ii) All vehicles shall be parked wholly within their respective parking spaces.
- (iii) A parking space holder may permit any tenant or guest the right to use a parking space which said holder is entitled to use, but all parties using said parking space shall comply with the provisions relating to such use and occupancy contained in this Declaration, the Condominium By-Laws, Rules and Regulations.
- (iv) A parking space holder who permits any tenant or guest to use a parking Space to which said holder is entitled to use shall be responsible for the compliance by such other user with provisions of this Declaration, the Condominium By-Laws, Rules and Regulations, to the extent the same may be applicable. A Parking Space holder may not lease or rent or otherwise grant rights of use of a Parking Space to any non-Unit owner other than the Parking Space Holder's tenant or

guest.

- (v) In instances where vehicles using the Parking Spaces and other facilities of the Condominium do not comply with this Declaration, the Board is authorized to allow the towing of the offending vehicles at the expense of the owners of such vehicles and the Parking Space holder.
- (vi) No parking is allowed on the Property in any area other than an area specifically dedicated and striped as a parking space, or in the private garages associated with the Units in the Townhouse Building.

6. Maintenance and Repair of Units and Common Elements. Except as otherwise provided in the Condominium Act, this Declaration, and the Association's Bylaws, the Association is responsible for carrying out maintenance, repair and replacement of the Common Elements. Each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit. Notwithstanding the foregoing, the following shall apply:

- a. The Association shall be responsible for complying with the stormwater maintenance agreement and stormwater inspection and maintenance plan approved by the City of Portland including the responsibility to hire a qualified stormwater inspector to inspect the stormwater system annually and to take whatever corrective action is required. On or before the 30th day of June of every year the qualified inspector shall file a report with the City of Portland's Department of Public Service noting the system's condition and any maintenance or corrective action that has taken place.
- b. The Association shall be responsible for landscape maintenance in accordance with its landscape plan approved by the City of Portland including the maintenance and care of any approved street trees and their granite planting beds and any other plantings in the city's right of way.
- c. The Association shall be responsible for ensuring the safe condition and maintenance of the entrance on Congress Street.
- d. The Association shall be responsible for ensuring that pedestrians and other users of the sidewalks along the project are safe from snow, ice or other debris that could fall from decks and ensuring that unit owners store objects on balconies or on rooftop decks in a manner so as to provide for the safety of persons below.
- e. Unit Owners shall keep their appurtenant balconies and yards in a safe, clean and neat condition.
- f. The Association shall maintain, repair and replace any portion of a Unit in the Carriage House Building and Townhouse Building that consists of exterior windows and doors, structural wall, exterior siding or cladding, exterior trellises or other structural elements, or exterior walls. As such, Unit Owners shall not maintain, repair, replace or alter such elements in any manner.

- g. The cost of any maintenance, repair or replacement of any area or component of the Common Elements necessitated or arising from the act or omission of a Unit Owner (or his or her tenant, guest, invitee or licensee) may be assessed exclusively to such Unit Owner.
- h. If the Board shall at any time, in its reasonable judgment, determine that any Unit may be in such need of maintenance or repair that the Common Elements may be adversely affected, or that the market value or reasonable enjoyment of one or more other Units may be adversely affected, or that the condition of a Unit or fixtures, furnishings, facility or equipment therein may be or may become hazardous to any Unit or the occupants, the Board may request in writing that the Unit Owner perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Board shall determine) of such request and thereafter diligently brought to completion, the Board shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The cost of such work shall be reimbursed by the Unit Owner and constitute a lien upon such Unit and the Owner(s) of such Unit shall be personally liable therefore.
- i. The Association shall be responsible for causing the sidewalks surrounding the Condominium to be cleared of snow in accordance with the City of Portland's snow removal ordinance, the cost of which shall be a borne by the Association.
- j. The Association shall be responsible for engaging a private trash hauler to pick up trash generated by the Units, the cost of which service shall be borne by the Association; no unit owner in the Condominium shall attempt to utilize curb-side trash pick-up services provided by the City of Portland, and the City has no intention or obligation to provide such service.
- k. The Association shall be responsible for maintaining all landscaping and hardscaping.
- l. The Association shall be responsible for maintenance of all exterior lighting in accordance with the City's Technical Standard 12 "Site Lighting" Section 12.4.
- m. The Property is subject to, and benefitted by, an easement agreement entered into by and between the Declarant and 747 Congress, LLC (d/b/a the Francis Hotel) dated November 15, 2016 and recorded in the Cumberland County Registry of Deeds at Book 33615; Page 316.
- n. The Property is subject to, and benefitted by, the easements entered into by and between the Declarant and Price Apartments, LLC recorded November 17, 2016 in the Cumberland County Registry of Deeds at Book 33615; Page 319 and Book 33615; Page 323.
- o. The Property is subject to, and benefitted by, a Maintenance Cost Sharing Agreement between Declarant and 747 Congress, LLC to be recorded in the Cumberland County

Registry of Deeds.

- p. The Property is benefitted by a construction maintenance agreement to be recorded in the Cumberland County Registry of Deeds.

7. Undivided Interests. Each Unit shall have an Undivided Interest in the Common Elements, in the percentages set forth in Schedule B, which have been rounded to obtain a one hundred percent total for the 9 Units.

8. Organization of Owners. The organization through which the Unit Owners will manage and regulate the condominium is the Bramhall Row Condominium Association, a Maine non-profit corporation governed by Bylaws of even date. Said By-Laws are not incorporated into this Declaration and therefore may be amended pursuant to the terms of the By-Laws and without complying with the requirements for amending this Declaration by its terms or pursuant to the Maine Condominium Act.

Said By-Laws establish an association of which all Owners of Units shall be members of the Condominium Board of Directors. Each Unit Owner shall have one vote equal to the vote of each other Unit Owner and will be subject to dues and assessments and all other purposes in equal proportion to each other Unit Owner, all as set forth herein and in accordance with the provisions of the Condominium Act; provided however that certain votes and certain dues and assessments are to be allocated between the owners of units in the Townhouse Building and the owners of units in the Carriage House Building. In particular, as set forth in the Bylaws, Common Expenses benefitting only the Townhouse Building shall be assessed only against the unit owners of the Townhouse Building and Common Expenses benefitting only the Carriage House Building shall be assessed only against the unit owners in the Carriage House Building. Additionally, actions relating to reserve fund expenses or special assessments benefitting the Townhouse Building only or the Carriage House Building only are taken by vote of Townhouse Building Unit Owners only or Carriage House Building Unit Owners only, as applicable, as set forth in the Bylaws.

The names of the original Declarant-appointed members of the Association's Board are as follows:

Nate DeLois
David Swardlick
Joe DeLois

The Declarant hereby reserves the right to control the Board of the Association for a period of time, as follows: during the period from the date of the first conveyance of a Unit to a third party other than the Declarant until 60 days after the conveyance to third-party purchasers by the Declarant of the sixth (6) Unit, or if sooner, seven (7) years from the date of the first conveyance of a Unit to a third party other than the Declarant (the "Transition Date"). There shall be three (3) Board Members so appointed by the Declarant, its successors or assigns. Upon any vacancy existing in such Board, its or their successor(s) prior to the Transition Date shall be appointed solely by the Declarant, its successor or assigns. On or before the Transition Date, an initial special meeting of the Unit Owners shall be held for the purpose of organizing the Association and electing three (3) officers of

the Board, as described in the By-Laws.

Common Expense Assessments.

a. Assessments for Common Expenses shall be levied as per the terms and provisions of the relevant sections of the Condominium Act and the Association's By-Laws, the terms and provisions of which are incorporated into this Declaration by reference. Such assessments, as well as any late charges, interest, collection costs, attorneys' fees (whether a legal action is filed or not), service fees, charges and fines shall constitute, until paid in full, both the personal obligation of the Unit Owner and a lien against the Unit pursuant to Section 1603-116 of the Condominium Act.

b. If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against him or her, and his or her Unit.

9. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by the Declarant, or by or with the consent of the Board, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings or (e) immaterial deviations from the Floor Plans, a valid easement shall exist for such encroachment and for the maintenance of the same.

10. Intended Use and Restrictions on Use of the Buildings and Units.

The purposes for which the Building, the Units, and the Common Elements, and the Limited Common Elements are intended to be used are as follows:

The Units may be used only for residential purposes; provided, however, that such Units may be used by the Declarant for other purposes pursuant to the provisions of Section 13 below. This restriction shall not be construed to prohibit Unit Owners from leasing their Units provided that Units may not be leased more than three times per year, and provided that such leases are for an initial term of at least one (1) month and require any lessees to adhere to the provisions of this Declaration, the Association's By-Laws and the Rules and Regulations, and any lessees do so occupy and use the leased premises in accordance with the provisions of the Declaration, the Association and the Rules and Regulations. The Residential Units may also be used for home office purposes, so long as such use is secondary and incidental to the residential use, and provided further that no commercial signage is used in connection therewith and no customers, clients or business associates regularly visit the Condominium.

The Units and the Limited Common Elements shall be subject to the restrictions that:

- (i) Subject to prior written approval by the Board of the plans and specifications related thereto, which approval shall not be unreasonably withheld, conditioned or

delayed, the owner of a Unit may, at his sole cost and expense, if the rights of any other Unit Owner are not materially and adversely affected, and if the structural walls, supports and other structural aspects of the Building are not adversely affected, change or add to the interior partitioning thereof, by adding, modifying, removing or installing non-load bearing walls lying wholly within such Unit; provided, however, that the Board may impose reasonable conditions on such work, and any and all work shall be done in a good and workmanlike manner, pursuant to a building permit validly issued therefor (if required by law).

- (ii) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon any part of the Condominium Property, except that the keeping of orderly domestic pets (e.g. dogs, cats, caged birds) and aquarium fish is permitted subject to the limitation that no Unit Owner shall keep or maintain in excess of two (2) orderly domestic pets and, subject to the Rules and Regulations adopted by the Board. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the Condominium Property. The Board shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.
- (iii) No Unit Owner shall alter his Unit in such a way as to cause unreasonable levels of sound, vibration, light or odors to be transmitted to other Units, the Common Elements or neighboring buildings.
- (iv) If any governmental license or permit (other than a Certificate of Occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building) shall be required for any particular improvement or construction in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Association, the Owner of such particular Unit, at such Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Board, and comply with all terms and conditions thereof.
- (v) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements any furniture, packages, bicycles, carriages, or personal property of any nature whatsoever; provided, however, that the Unit Owners have the right to use any bicycle storage facilities, dumpster, trash compactors or trash barrels, if any, located on the Common Elements, but only for ordinary household trash.
- (vi) All use and maintenance of the Units shall be conducted in a manner consistent with the reasonable comfort and convenience of the occupants of other Units.

- (vii) The Limited Common Elements allocated to individual Units shall be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units.
- (viii) No nuisances shall be allowed on or in the Condominium, nor shall any use or practice be allowed which is a source of unreasonable annoyance to Unit Owners or which interferes with the reasonable peaceful possession or proper use of the Units by their occupants.
- (ix) No unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by the Unit Owners and the Association. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or Limited Common Element allocated to that Unit shall be eliminated by and at the sole expense of the Unit Owner of said Unit and those relating to Common Elements shall be eliminated by the Board unless caused by a Unit Owner in which case the Board may either order the Unit Owner to eliminate the violation at the Owner's expense or eliminate the violation itself and bill the Unit Owner for all reasonable expenses incurred by the Association.
- (x) No pictures, advertisements, signs or posters of any kind shall be erected, posted or attached on the exterior of Units except those approved in writing by the Board, provided, however, this restriction shall not apply to pictures, advertisements, signs or posters utilized by the Declarant or its agents in selling or leasing the Units.
- (xi) No Unit Owner shall allow an air conditioning unit or other machine or equipment, pipe, wire, or other item which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building.
- (xii) No activity shall be done or maintained in any Unit which will materially increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereof, provided, however, that any use or activity which will increase the rate of insurance maintained by the Board for the Condominium or by any individual Unit Owner may be permitted by the Board, in the sole discretion of the Board, if the Unit Owner conducting such use or allowing such use to be conducted agrees to conform to any special rules or regulations promulgated by the Board with respect to such use and agrees to pay any and all additional costs associated therewith, including without limitation the increase in the insurance premiums paid by the Board on behalf of the Condominium as a result thereof.
- (xiii) Portions of any Unit window treatments visible from the outside of the Building shall be white in color, and shall be of a material and style approved in writing by the Board, such approval not to be unreasonably withheld, conditioned or delayed.

D. Notwithstanding anything to the contrary contained herein, the Declarant may, until

all of said Units have been sold by said Declarant, (a) lease Units which have not been sold on terms and conditions determined by the Declarant; or (b) use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with redecoration and construction in the Units or Limited Common Elements, or the sale or leasing of units.

12. INTENTIONALLY OMITTED

13. **Development Rights and Other Rights Reserved to the Declarant.**

13.1 The Declarant hereby expressly reserves to itself, its successors and assigns, any and all Special Declarant Rights as defined in the Condominium Act or as set forth in this Declaration, and/or in the Association's By-Laws and Declarant hereby expressly reserves Development Rights to create Limited Common Elements (e.g., parking spaces, storage rooms, mailboxes) and allocate such portions of the Common Elements to particular unit(s) as Limited Common Elements, the right to relocate the boundaries between Units, and the right to combine Units.

13.2 The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Land made part of this Condominium now or in the future, to complete construction thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, walkways, and drainage lines to service the Units constructed on the Condominium Land.

13.3 In addition to all other rights of Declarant hereunder, Declarant reserves unto itself and its agents, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, all areas of the Property, other than Units and Limited Common Elements already conveyed, for all purposes necessary or desirable in order to develop and/or manage the Property and to market the Units. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, employees, independent contractors, workmen, work crews, successors and assigns, the following rights over all of the Land and Building subject to this Declaration: the right of access, ingress, and egress over and upon the Land and the Limited Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the Building and/or Units and the Limited Common Elements, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the Buildings and/or Units and the Limited Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and

personnel for the purposes of construction; to construct buildings and improvements on the Land, and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Limited Common Elements; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by owners of any Limited Common Elements to facilitate construction or for purposes of safety (provided, of course, no Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Limited Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Limited Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units and the Limited Common Elements and facilities in connection therewith.

The Declarant further reserves the exclusive right to use any Unit owned by the Declarant, for storage or as a model, for display, as an office, for purposes of facilitating sales, as well as the right to park and use one or more vehicles or trailers, as well as the right to lease any unsold unit upon terms at Declarant's discretion, for as long as the Declarant owns any Units or holds any Development Rights or Special Declarant Rights.

13.4 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements allowed in the Condominium Act, reserved by the Declarant in other sections of this Declaration, in the By-Laws, or in any prior-recorded instrument.

13.5 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Declaration shall survive the sale of all of the Units, and are to be deemed to be fully transferable, running with the land.

13.6 Each Board Member, as well as each Owner and mortgagee of an individual Unit, by the acceptance and recordation of a deed or mortgage, shall thereby have consented to the granting or exercise of any right or easement described in this Declaration without the necessity of securing any further consent or execution of any further documents by such Board Member, Owner or mortgagee.

13.7 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Board Member, as well as each Owner and mortgagee of an individual Unit, by acceptance and recordation of a deed or mortgage, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Board Member, owner or mortgagee. The Condominium

Board and Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Declaration and in the Condominium By-Laws. The foregoing shall not apply to any mortgagee of the Declarant.

14. Title to Units. Title to Units may be taken in the name of an individual, corporation, company, trust or partnership, or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety or in the name of a fiduciary.

15. Units Subject to Declaration and Condominium By-Laws. All present and future Owners, tenants, visitors, invitees, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the instruments of record affecting title to the Property including, but not limited to, those instruments of record listed in the Schedules to this Declaration. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said instruments of record affecting title to the Property, are accepted and ratified by such Owner, tenant, visitor, invitee, licensee or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof. A violation of the provisions of this Declaration, the Deed, the By-Laws, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of an Owner, which shall entitle the Board and any Owner the right to recovery of damages and/or injunctive relief.

16. Amendment of Declaration.

A. Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Declaration, for so long as Declarant owns one or more Units in the Condominium or holds any Development Rights or Special Declarant Rights, any amendment to the Declaration which affects a right reserved to the Declarant hereunder or imposes an additional obligation or duty upon the Declarant must be signed by the Declarant and/or its successors and/or assigns.

B. General Amendments. Amendments to this Declaration are governed generally by Section 1602-117 of the Condominium Act, this Section 16 of the Declaration, and Section 17 below. Except as may be inconsistent with the Condominium Act, and except as otherwise provided in Section 17 below or in Subsections A or C of this Section 16, this Declaration may be amended by the vote or agreement of Unit Owners representing 67% or more of the Undivided Interests in the Condominium.

C. Special Amendments. Notwithstanding the foregoing, this Declaration may also be amended by Special Amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee, may execute and record, as long as it owns any Units or holds any Development Rights or Special Declarant Rights, Special Amendments in order to (i) correct

any errors and/or omissions in this Declaration, provided no such correcting amendment shall materially and adversely affect the rights of any Unit Owner or mortgagee; or (ii) to make this Declaration comply with the provisions of the Condominium Act, any other law, code, permit or approval, or the requirements or guidelines of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other insurer or guarantor of Unit mortgages.

Special Amendments may also be executed and recorded as described above in connection with the combination, subdivision, and/or alteration of Units.

D. Effective Date. Amendments to this Declaration shall be effective upon recording in the Registry of Deeds. As to General Amendments, the recorded version thereof need not include the signatures of Unit Owners agreeing thereto, but rather the recorded instrument need only be signed by an Officer of the Association, as long as such Officer certifies that the required consents described above have been obtained and will be retained with the Association's records for a period of at least two (2) years after recording.

17. Provisions Protecting Rights of Secured Lenders. Subject to the limitations set forth in Section 1602-I 19(a) of the Condominium Act, the following shall apply with respect to the protection of rights of holders of first mortgages on Units ("First Mortgagees") and "Eligible Mortgage Holders" (meaning First Mortgagees who have delivered written notice to the Association by prepaid certified U.S. Mail, return receipt requested, or by delivery in-hand securing a receipt therefore, which notice states the First Mortgagee's name and address, the Unit upon which it holds first mortgage, the Unit Owner's name and address, and that it holds a first mortgage on such Unit).

A. Notwithstanding anything in this Declaration or in the By-Laws to the contrary, the following provisions shall apply for the protection of First Mortgagees, and shall be enforceable by any First Mortgagee:

- (1) In the event that the Unit Owners shall amend this Declaration or the By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (a) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Unit Owner, or
 - (c) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) and (b) above.
- (2) As to any conveyance whereby a party takes title to a Unit through either a deed in lieu of foreclosure or a foreclosure sale duly conducted by a First Mortgagee, such conveyance shall be exempt from any right of first refusal, if any, adopted by the Unit Owners and incorporated in this Declaration or the Condominium By-Laws..

B. Any First Mortgagee who obtains title to a Unit by foreclosure shall not be liable for such Unit's unpaid common expenses or other amounts which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except to the extent that such common expenses and/or other amounts are entitled to priority over such First Mortgage under the Condominium Act. Liens for any and all Common Expenses, assessments and charges that may be levied by the Association shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage to the extent permitted by applicable Maine law.

C. A lien for Common Expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure (1) shall not relieve the prior Unit Owner of a personal liability for any unpaid assessments or other sums owed to the Association, and (2) shall not relieve the purchaser or transferee from liability for, nor the Unit from the lien of, any assessments made thereafter.

D. As provided in Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid U.S. Mail to Eligible Mortgage Holders of the consideration by the Association of any of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the percentage of Undivided Interest of a Unit, a change in the boundaries of a Unit, or a subdivision of a Unit, unless carried out by the Declarant pursuant to the terms of this Declaration;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, subsection (a) of the Condominium Act for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed Budget by the Board and of the date of the scheduled Unit Owners' meeting to consider ratification thereof with a summary of the proposed Budget to accompany such; and
- (7) Any default in the performance or payment by a Unit Owner of any obligation under the Condominium Declaration or By-Laws including, without limitation, default in the payment of common expense liabilities (notice shall be sent only to the Eligible Mortgage Holder for the subject Unit).

In the event of any proposed actions described in Subsection D., paragraphs (1), (2), (3), (4) or (5) immediately above, Eligible Mortgage Holders shall have the right (but not the obligation) in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association, with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid certified United States mail, return receipt requested, or by delivery in-hand. Failure of the Eligible

Mortgage Holder to so exercise such rights shall constitute a waiver thereof, and shall not preclude the Unit Owner from exercising such right. In the event of any default described in Subsection D., paragraph (7) above, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Board meetings for the purposes of discussing the matters described in Subsection D., paragraphs (1) to (6) above.

E. In addition to the statutory rights of Eligible Mortgage Holders summarized in Subsection D above, and subject in all events to the provisions of the Condominium Act, unless Unit Owners representing at least two-thirds (2/3) of the Undivided Interest hereunder (or such larger percentage as may be required by law) and at least two-thirds (2/3) of the First Mortgagees holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Owners nor the Board shall be entitled to:

- (1) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
- (2) Change the percentage of Undivided Interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the voting interest of each Unit;
- (3) Partition any Unit (other than in connection with the subdivision of Units as permitted herein, which shall not require First Mortgagee consent);
- (4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided, however, that the granting of easements for purposes not inconsistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use of Limited Common Elements contemplated herein or in the Condominium By-Laws shall not be deemed an action for which any prior approval of a First Mortgagee shall be required under this Subsection;
- (5) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute; or
- (6) Terminate professional management and establish self-management of the Condominium.

F. In no case shall any provision of the Declaration or the By-Laws give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its

mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements of the Condominium.

G. In addition to the statutory rights of Eligible Mortgage Holders summarized in Subsection D above, First Mortgagees, upon request to the Board, will be entitled to:

- (1) Written notification from the Board of any default by its borrower who is the Owner of a Unit with respect to any obligation of such borrower under this Declaration or the provisions of the By-Laws which is not cured within sixty (60) days;
- (2) Inspect the books and records of the Association at all reasonable times;
- (3) Receive (at its own expense) an audited annual financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Association;
- (4) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings;
- (5) Receive prompt written notification from the Board of any damage by fire or other casualty to a material portion of the Condominium or the Unit upon which the First Mortgagee holds a mortgage, or proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium;
- (6) Receive written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (7) Receive written notice of any action which requires the consent of a specified percentage of Eligible Mortgage Holders.

H. No amendment of a material nature to this Declaration will be made unless such is consented to by a majority of Eligible Mortgage Holders. A change to any provisions governing the following shall be considered material, unless done in connection with the exercise of the Declarant's Development Rights or Special Declarant Rights:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas;
- (4) Insurance;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the several portions of Property;

- (7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (8) Boundaries of any Unit;
- (9) The apportionment of Undivided Interests in the Common Elements;
- (10) Convertibility of Units into Common Elements or of Common Elements into Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her/their Unit estate; and
- (12) Any provisions which are for the express benefit of First Mortgagees, Eligible Mortgage Holders or insurers or guarantors of first mortgages on Units.

The Declarant intends that the provisions of this Section 17 and all other provisions of this Declaration comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of Condominium Act, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the approval requirements of FNMA, FHLMC, other sections of the Declaration and the Condominium Act with respect to any action or non-action to be taken or omitted by the Unit Owners or Board, or with respect to any other matter, the greatest percentage requirement shall control. This Section 17 may be amended only with prior written approval of First Mortgagees representing 67% in number and Undivided Interest of the mortgaged Units in the Condominium and 67% in Undivided Interest of the Unit Owners in the Condominium.

Except as otherwise provided in the Condominium Act, any consent of an Eligible Mortgage Holder or First Mortgagee herein provided for shall be deemed given if such mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it received proper notice of the proposal, provided the notice was delivered by certified mail, return receipt requested.

18. Common Expenses.

Until such time as the Association makes a Common Expense assessment, the Declarant shall pay all Common Expenses, as provided in Section 1603-115(a) of the Condominium Act. Once a Common Expense assessment is made, Unit Owners shall be liable for Common Expenses as provided in this Declaration, as amended. The Declarant shall be responsible for payment of Common Expenses assessments allocated to unsold Units

Notwithstanding anything herein to the contrary, for so long as the Declarant shall have the right to appoint Members to the Board of Directors of the Unit Owners Association pursuant to Section 1603-103 of the Condominium Act, the Declarant shall have the right in lieu of assessing all Units for Common Expenses, to assume all responsibilities for the maintenance of the Common Elements for such period of time as is determined by Declarant.

19. **Insurance.** The Association shall obtain and maintain, to the extent reasonably available, the following insurance policies:

A. **Casualty Insurance.** The Board shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and permitted by applicable law, so-called master policies of insurance providing fire-with-extended-coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Elements, all of the Units with all fixtures therein, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprising the Common Elements or Units, and also all such portions normally deemed to constitute part of the building and customarily covered by such insurance, but not including any personal property belonging to and owned by individual Unit Owners or tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Board may determine, and which shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. Any insurance deductible shall be deemed a Common Expense, unless such amount may lawfully be allocated or assessed to one or more individual Unit Owner(s). In determining full replacement value, the Board may reasonably rely upon the advice of the insurer or insurance agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Bramhall Row Association and its Unit Owners and mortgagees as their interests may appear." Such insurance shall name the Board as Insurance Trustee(s) for the use and benefit of all Unit Owners and their mortgagees as their interests may appear, with losses payable to and adjusted by the Board as Insurance Trustee(s) in accordance with the provisions of these By-Laws and the Condominium Act. The Board may insure against such other hazards or risks of casualty as the Board from time to time in its discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and machinery explosion or damage.

B. **Liability Insurance.** The Board shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and/or applicable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Association and all Unit Owners for: (i) comprehensive general liability insurance in such limits as the Board may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Association, the Board, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Elements and structural and exterior wall portions of the Units, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, the Unit Owner or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) boiler and machinery insurance in such limits as the Board may, from time to time, determine; and (iv) such other liability insurance as the Board may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Board shall obtain fidelity coverage against dishonest acts on the part of the Board, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Association or administered by the Board.

D. Directors' and Officers' Liability Insurance. The Board may obtain as a Common Expense, Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. Board as Insurance Trustee(s). The Board (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of the Declaration, these By-Laws and the Maine Condominium Act for the benefit of the Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board in their judgment in a fair and equitable manner, primarily based upon the relative losses.

F. Additional Requirements. Insurance policies obtained pursuant to the above shall also provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (ii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

In the event that any insurance coverage described above is not reasonably available, the Association shall cause notice of that fact to be sent to all Unit Owners, as required by Section 1603-113(c) of the Maine Condominium Act.

20. Rebuilding, Restoration and Condemnation.

A. Casualty Loss. Except as provided in Section 1603-113(h) of the Condominium Act, and subject to such statutory provisions, in the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Board, acting as Insurance Trustee(s) designated herein, shall promptly adjust and collect the loss and

disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage, so as to facilitate and ensure the repair and restoration of the Unit or Units or Common Elements so damaged or destroyed.

The Board may perform emergency work essential to the preservation and safety of the property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Association's capital expense reserve account or shall be, at the option of the Board, divided among the Owners in proportion to their respective Undivided Interests; provided, however, that no provision herein shall be deemed to give an Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Owner's Unit pursuant to such mortgage in the case of a distribution to such Owner of insurance proceeds for losses to Units and/or Limited Common Elements. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

B. Eminent Domain. In the event of a total or partial taking under the powers of eminent domain, the Owners shall be represented by the Condominium acting through the Board. Eminent domain proceedings and awards shall be governed by Section 1601- 107 of the Condominium Act.

21. Rules, Regulations, Restrictions and Requirements. The use and occupancy of the Condominium and each Unit shall be restricted to and shall be in accordance with the provisions of this Declaration, the By-Laws and such Rules and Regulations as the Board may adopt, and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Board shall have the right at any time and from time to time to adopt, amend and rescind Rules and Regulations governing the operation, appearance and use of the Common Elements and the occupancy of Units.

This Declaration, the By-Laws and the Rules and Regulations, as from time to time amended, may be enforced by the Board, in its discretion. The Board may eliminate any violation, and the cost and expense, including but not limited to attorneys' fees (whether or not a legal action is filed), of eliminating such violation may be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. Otherwise, the cost of so eliminating a violation shall be a Common Expense. The Board may also levy reasonable fines against the Owner for such violations if any such violation is not cured immediately, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Owner upon demand and enforceable as a Common Expense. For each day a violation continues after notice it may, in the discretion of the Board, be considered a separate violation.

In enforcing this Declaration, the By-Laws or the Rules and Regulations, the Board may proceed against the Owner, any tenant, or both as the Board, in its sole discretion, may determine.

22. Unit Owner Responsibility. Except as may be otherwise specifically provided in this Declaration, a Unit Owner shall be fully responsible for the acts and omissions, feaseance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the property at the behest of the Unit Owner.

23. Enforcement of Charges. Fines. Obligations. Any charge, fine, interest, attorneys' fees or other financial obligation to, of or on any Unit Owner shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses.

24. Attorneys' Fees and Costs. In such case as it is necessary for the Board to engage the services of an attorney, or attorneys, for the purpose of enforcing (whether a legal action is filed or not) against an Owner, tenant, occupant, or other person bound thereby, any provision of the Declaration, the By-Laws, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fines, fees, interest and costs and attorneys' fees shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

25. Conflicting Provisions. If any provisions of this Declaration shall be invalid or shall conflict with the Condominium Act, as amended, or if any provision of this Declaration conflicts with any other provision thereof or with any provision of the By-Laws, then the following rules of construction shall be used:

- A. In the event of a conflict between the Declaration and said Condominium Act, as amended, the provisions of the Condominium Act shall control; and
- B. In the event of a conflict between this Declaration and the By-Laws, this Declaration shall control.

26. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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

28. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the

intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms reflecting the singular and plural.

29. Declarant. The term declarant shall include the Declarant and its successors and assigns. Successors and assigns shall include, but not be limited to, those succeeding to the Declarant's interest by foreclosure, deed in lieu of foreclosure, deed, grant or assignment. Successors and assigns shall not include individual Unit Owners. All rights of the Declarant contained in this Declaration, the By-Laws and Rules and Regulations shall pass to the successors and assigns of the Declarant. This Declaration, the By-Laws and Rules and Regulations may not be amended to affect the rights of the Declarant and its mortgagee(s), successors and assigns without the written consent of the Declarant and its mortgagee(s), successors and assigns.

Schedule A
to Declaration

Public Offering Statement

A certain lot or parcel of land being located on the northerly side of Congress Street and the westerly side of Mellen Street in the City of Portland, County of Cumberland, State of Maine bounded and described as follows:

Beginning on the northerly side of said Congress Street at a 5/8" rebar at the southeasterly corner of land designated as "Original Parcel A" on a plan entitled "Subdivision Recording Plat of 749 Congress Street made for Denovo, LLC by Pinkham and Greer Civil Engineers," dated February 22, 2016 and revised through June 29, 2016.

Thence:

- 1) N 18°12'05" E by said Parcel A a distance of Forty-Two and 10/100 (42.10) feet to a point;
- 2) N 71°47'55" W by said Parcel A a distance of One and 69/100 (1.69) feet to a point;
- 3) N 17°59'47" E by said Parcel A a distance of Twenty-Eight and 14/100 (28.14) feet to a point;
- 4) S 71°47'55" E by said Parcel A a distance of One and 79/100 (1.79) feet to a point;
- 5) N 18°12'05" E by said Parcel A a distance of Twenty-Seven and 76/100 (27.76) feet to a railroad spike;
- 6) N 50°44'53" W by said Parcel A a distance of Fifty and 00/100 (50.00) feet to a capped iron rod (PLS# 1273);
- 7) N 08°57'46" W by said Parcel A a distance of One Hundred Forty-Two and 66/100 (142.66) feet to a capped iron rod (PLS# 1273);
- 8) N 16°42'49" W by said Parcel A a distance of Eleven and 94/100 (11.94) feet to land now or formerly of Stephen M. Engel as described in a deed recorded in said Registry in Book 28549, Page 295;
- 9) N 13°50'26" W by said land of Engel a distance of Twenty-Nine and 16/100 (29.16) feet to land now or formerly of 536 Cumberland Avenue Condominium as described in a deed recorded in said Registry in Book 22221, Page 129;
- 10) N 76°09'34" E by said land of 536 Cumberland Avenue Condominium and land now or formerly of Bonnie Frye Hemphill and Aaron Paul as described in a deed recorded in said Registry in Book 32424, Page 68 a distance of Forty-Nine 76/100 (49.76) feet to land now or formerly of Lala, LLC as described in a deed recorded in said Registry in Book 30662, Page 151 and land

now or formerly of Community Alcoholism Orientation House, Inc. (CAOH) as described in a deed recorded in said Registry in Book 3200, Page 757;

- 11) S 13°50'26" E by said land of CAOH a distance of Sixty-Six and 16/100 (66.16) feet to a point;
- 12) S 67°01'26" E by said land of CAOH a distance of Thirty-Nine and 00/100 (39.00) feet to a point;
- 13) S 05°35'26" E by said land of CAOH and land now or formerly of Price Apartments, LLC. as described in a deed recorded in said Registry in Book 31800, Page 208 a distance of One Hundred Two and 56/100 (102.56) feet to a capped iron rod (PLS# 1273) and the southwest corner of said land of Price Apartments;
- 14) N 83°08'34" E by said Land of Price Apartments One Hundred Nineteen and 51/100 (119.51) feet to the westerly side of Mellen Street; said point being the southeast corner of said land of Price Apartments;
- 15) S 06°49'25" E by said Mellen Street a distance of Thirty-Five and 00/100 (35.00) feet to a point at land now or formerly of 14 Mellen Street Condominium as described in a deed recorded in said Registry in Book 22754, Page 164;
- 16) S 83°08'34" W by said land of 14 Mellen Street Condominium a distance of One Hundred Two and 68/100 (102.68) feet to a point; said point being located at the northwest corner of said land 14 Mellen Street Condominium;
- 17) S 18°27'19" W by said land of 14 Mellen Street Condominium a distance of Eighteen and 41/100 (18.41) feet to land designated as Lot 1 on said plan;
- 18) N 71°36'04" W by said Lot 1 a distance of Twenty-Five and 21/100 (25.21) feet to a point;
- 19) S 86°05'32" W by said Lot 1 a distance of Nineteen and 80/100 (19.80) feet to a point;
- 20) S 17°59'46" W by said Lot 1 a distance of Ninety and 55/100 (90.55) feet to a point;
- 21) S 25°44'22" E by said Lot 1 a distance of Fourteen and 16/100 (14.16) feet to said Congress Street;
- 22) N 70°44'22" W by said Congress Street a distance of Seventeen and 01/100 (17.10) feet to a point;
- 23) N 68°24'22" W by said Congress Street a distance of Two and 99/100 (2.99) feet to the point of beginning.

Bearings are based on Grid North Maine State Coordinate System West Zone NAD(83).

The above described parcel contains 20,734 square feet, more or less, and designated as "Lot 2"

on a plan entitled "Subdivision Recording Plat of 749 Congress Street made for Denovo, LLC by Pinkham and Greer Civil Engineers," dated February 22, 2016, revised through June 29, 2016 and recorded in Cumberland County Registry of Deeds in Plan Book 216, Page 449.

Together with a perpetual non-exclusive easement and right of way for vehicular and pedestrian access to and from Congress Street in Portland, Maine as described in the deed from Baltic Realty Associates to SCI Maine dated March 6, 1987 and recorded in said Registry of Deeds in Book 7662, Page 92, over that portion of land now or formerly of John A. McIntosh, Jr. described in a deed from Baltic Realty Associates to John A. McIntosh, Jr. dated June 28, 1991 and recorded in said Registry of Deeds in Book 9618, Page 98, said easement and right of way being located as more particularly described:

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

Beginning at a point on the northeasterly sideline of Congress Street, said point being located N 52° 12' 21" W a distance of Eleven and 30/100 (11.30) feet along the northeasterly sideline of said Congress Street from the westerly corner of said land of SCI Maine Funeral Services, Inc., formerly known as SCI Maine, as described in said deed from Baltic Realty Associates to SCI Maine dated March 6, 1987 and recorded in said Registry of Deeds in Book 7662, Page 92; thence by the following courses and distances:

- (1) N 52° 12' 21" W by the northeasterly sideline of said Congress Street a distance of Thirteen and 74/100 (13.74) feet to a point;
- (2) N 34° 24' 06" E a distance of One Hundred Six and 14/100 (106.14) feet to a point and the southwesterly sideline of the land conveyed herein;
- (3) S 34° 32' 57" E by said land conveyed herein a distance of Twenty-Six and 79/100 (26.79) feet to a point at the northerly corner of said land of SCI Maine Funeral Services, Inc., formerly known as SCI Maine, as described in said deed from Baltic Realty Associates to SCI Maine dated March 6, 1987 and recorded in said Registry of Deeds in Book 7662, Page 92;
- (4) S 34° 24' 06" W by said land of SCI Maine Funeral Services, Inc., formerly known as SCI Maine, as described in said deed from Baltic Realty Associates to SCI Maine dated March 6, 1987 and recorded in said Registry of Deeds in Book 7662, Page 92, a distance of Thirty-Five and 72/100 (35.72) feet to a point;
- (5) N 58° 47' 55" W a distance of Nine and 01/100 (9.01) feet to a point;
- (6) S 36° 32' 59" W a distance of Sixty-One and 15/100 (61.15) feet to the point of beginning.

The above described parcel contains 1926 square feet, more or less.

Reference is made to Standard Boundary Survey made for Baltic Realty Associates by R.P. Titcomb Associates, Inc. dated February 5, 1987 as most recently revised September 29, 1994. Bearings are based on magnetic north 1985.

Together with the right but not the obligation to plow and maintain said easement and right-of-way area and to keep said area open and passable, including the right but not the obligation to pave said area, in order to permit the utilization of said easement and right-of-way for the purposes hereinabove stated.

Said easement shall be appurtenant to and shall run with the land conveyed herein and said other land of SCI Maine Funeral Services, Inc., formerly known as SCI Maine, located on Congress Street in Portland, Maine as described in said deed from Baltic Realty Associates to SCI Maine dated March 6, 1987 and recorded in said Registry of Deeds in Book 7662, Page 92.

Together with all other rights, easements and appurtenances of record benefitting the land herein conveyed.

Schedule B
to Declaration

Public Offering Statement

Common Element Interest, Vote and
Common Expense Liability

<u>Unit</u>	<u>Common Element Interest</u>
1	1/9
2	1/9
3	1/9
4	1/9
5	1/9
6	1/9
7	1/9
A	1/9
B	1/9

Exhibit C
Public Offering Statement

Bramhall Row Condominium Association

BY-LAWS

THESE BY-LAWS are established this _____ day of _____, 2017, by Bramhall Row, LLC ("Declarant") and the Bramhall Row Condominium Association, a condominium association established by the Declarant. Capitalized terms used herein, if not defined herein, shall be defined as set forth in the Condominium Declaration or in the Maine Condominium Act.

ARTICLE I

Name of Association

The Association hereby governed shall be known as BRAMHALL ROW CONDOMINIUM ASSOCIATION (the "Association"), a Maine non-profit, non-stock, mutual benefit corporation, and under that name, so far as legal, all activities shall be carried on by the Board of Directors of such Association which Board of Directors (the "Board") shall be comprised of all of the condominium unit owners.

ARTICLE II

The Association and its Purpose; Unit Owners' Organization

All of the rights and powers in and with respect to the shared common elements of the Units of BRAMHALL ROW CONDOMINIUM, a condominium located in Portland, Maine, (the "Condominium") established by a Declaration of Condominium (the "Declaration") of even date and recorded herewith in the Cumberland County Registry of Deeds, which are conferred upon or exercisable by the organization of owners of the Condominium (the "Unit Owners") and all property, real and personal, tangible and intangible, conveyed to or held by the Association (the "Association Property") hereunder shall vest in the Association to exercise, manage, administer and dispose of the same and to receive the income thereof in accordance with the provisions of the Maine Condominium Act, 33 Maine Revised Statutes, Chapter 31, §§ 1601-101, *et seq.*, as now and as may be hereinafter amended (hereinafter referred to as the "Condominium Act").

ARTICLE III

Board members and Meetings

Section 3.1. Members. Until the "Transition Date" described in Section 3.4 below, the Board shall be appointed by the Declarant and its successors and assigns as described in said section 3.4. After the Transition Date, the members of the Board of the Association shall be the Unit Owners as they may be from time to time.

Section 3.2. Voting on Behalf of Units Owned by More than One Person or by Entities. Whenever any of the Units is owned of record by more than one person, voting shall be carried out as provided in Section 1603-110 of the Condominium Act. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual to vote. For Units to

which title is held by a corporation, a duly authorized officer of such corporation shall be the designee, and as to a limited liability company, any Manager or member of such company shall be the designee.

Section 3.3. Meetings of the Board. Meetings of the Board shall be held as hereinafter provided:

A. Annual Meeting. There shall be an annual meeting of the Board on the second Saturday of September at 10:00 A.M. at the Condominium or at such other reasonable date, place and time as may be designated by the Board (the "Annual Meeting"). The Board shall give written notice thereof to the Unit Owners at least ten (10) days and not more than sixty (60) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any. At the Annual Meeting, the Board shall submit reports of the management and finances of the Association, conduct elections as are necessary, and conduct such other business as is proper.

B. Special Meetings. Special meetings (including a meeting in lieu of an annual meeting not held) of the Unit Owners may be called at any time by the Board and shall be called by them upon the written or electronic request of Unit Owners holding at least 33% of the Undivided Interests as set forth in Schedule B of the Declaration ("Special Meeting"). Special Meetings may also be called as provided in the Maine Nonprofit Corporation Act. A request for such a Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered at said meeting, including the text of any proposed amendment to the Condominium documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be considered and/or voted upon, shall be given by the Board to the Unit Owners in the same manner as written notice of Annual Meetings.

C. Text of Proposed Amendment. At any meeting of the Unit Owners at which a proposed amendment to the Condominium documents is to be considered, the notice of such meeting shall include the full text of such proposed amendment.

D. Voting. Each Unit shall have one vote as set forth in Schedule B of the Declaration. Unless otherwise specifically provided in the Declaration or the Condominium Act, the vote of a majority of the Unit Owners present in person or by proxy at a duly convened meeting of the Board at which a quorum is present ("Majority Vote") shall be binding as to those matters within the purview of the Board.

E. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation in person or by proxy of at least five Unit Owners. The establishment of a quorum shall be determined at the beginning of the meeting, and once established shall continue throughout such meeting, as provided in Section 1603-109(a) of the Condominium Act.

F. Proxies. A Unit Owner may vote by written proxy pursuant to Section 1603-110(b) of the Condominium Act.

G. Minutes. Minutes of all Board meetings shall be taken by a person designated by the Board, or if no designation is made, by the Secretary, and shall be maintained by the

Secretary as part of the records of the Association.

Section 3.4. Board During Initial Period of Condominium; Transition Provisions.

Notwithstanding the foregoing, during the period from the date of the first conveyance of a Unit to a person other than the Declarant until 60 days after the conveyance by the Declarant to third-party purchasers of six (6) Units in the Condominium, or if sooner, seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant (the "Transition Date"), there shall be three (3) Board members appointed by the Declarant, its successors or assigns. The original Board members appointed by the Declarant are the persons whose names and signatures appear at the conclusion of these By- Laws. Upon any vacancy existing in such Board, its or their successor(s) shall be appointed solely by the Declarant, its successors or assigns.

Notwithstanding the foregoing, the Declarant may, at its election, voluntarily surrender the right to appoint and remove Board members prior to the Transition Date, and in such event the Declarant may require, as a condition thereof, that certain specified actions of the Association or Committee, as described in a recorded instrument executed by the Declarant, be approved by the Declarant, all as provided in Section 1603-103(d) of the Condominium Act.

Section 3.5. Officers; Committees. There shall be appointed by the Board members, the following officers (the "Officers") who shall have the following listed duties:

A. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Board. If the President is unable to act at any time, the Treasurer shall act in the place of the President on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for overseeing the Association's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board.

C. Secretary. The Secretary shall maintain the minutes of all meetings of the Board and of the Committee; he or she shall have charge of such books and papers of the Association; and he or she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Maine law.

The above-described Officers may be removed and elected by the Board from time to time at any Board meeting at which a quorum is present, and such officers shall continue to serve in their capacities until they resign or are removed from such office.

Any two or more of the above-described Officers may prepare, execute, certify and record

amendments to the Declaration and these By-Laws on behalf of the Association provided such amendments were duly authorized by the Board.

D. Committees. The President shall have the power to appoint committees from among the Board members from time to time as he or she may in his or her discretion decide is appropriate to assist and advise the Board in the conduct of the affairs of the Condominium. Such Committees shall have no authority to act on behalf of the Association unless such authority has been expressly granted to the Committee by vote of the Board and provided that the granting of such authority is consistent with the Declaration and section 1603 of the Condominium Act.

Section 3.6. Bond or Surety. No Board member elected or appointed as hereinbefore provided, whether as original Board member or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder; provided, however, that the Unit Owners by a vote of at least fifty-one percent (51%) may at any time require that any one or more of the Board members, except a Declarant or Court- appointed Board member, shall give bond in such amount and with such sureties as shall be specified in such vote. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium. The foregoing shall not affect any fidelity coverages hereinafter required under the insurance provisions of these By-Laws.

Section 3.7. Compensation of Officers. No Officer shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his or her duties, which reimbursement shall be permitted and charged as a Common Expense) for his services unless so provided for by a vote of two-thirds (66.7%) of the Board and any remuneration so provided shall be from time to time fixed by said Board, and shall be a Common Expense of the Association. With the two-thirds (66.7%) approval of the Board, any Officer may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him to the Association, all as shall be from time to time fixed and determined by said Board, and such remuneration shall be a Common Expense of the Association.

Section 3.8. No Personal Liability. No Board member or Officer shall under any circumstances or in any event be held liable or accountable out of his or her personal or company assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted, or for allowing one or more of the other Board member(s) or Officers to have possession of the Association books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything unless he or she is adjudicated to have acted with intentional and willful misconduct. No Unit Owner or parties seeking monetary relief from the Association, whether in an action based in contract, tort or otherwise, may bring an action against the Board member(s) in their individual, LLC or corporate capacity.

Section 3.9. Board members, Officers and Unit Owners May Deal with the Condominium. No Board member or Unit Owner shall be disqualified by his office, or status, from contracting or dealing, directly or indirectly, with the Board or with one or more Unit Owners as vendor, purchaser or otherwise because of his, the Board member's, Officers', or any Unit Owner's interest in any corporation, firm, association, partnership or other organization connected with

such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in which any Board member, Officer, or Unit Owner, shall in any way be interested be avoided nor shall any Board member, Officer, or Unit Owner, so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contact or arrangement by reason of such Board member's or Officer's holding office or of the fiduciary relationship, if any, hereby established, or by reason of such Unit Owner's status, unless the Board member, Officer or Owner shall be adjudicated by a court of competent jurisdiction to have acted in bad faith and failed to disclose the nature of his interest to the Board before the dealing, contract or arrangement is entered into.

Section 3.10. Indemnification. The Association shall, to the extent legally permissible, indemnify and shall have a duty to defend each of its Board members and Officers against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office, or thereafter, by reason of his being or having been such a Board member or Officer, except with respect to any matter as to which he shall have been adjudicated in any proceeding to have acted with willful misconduct or reckless disregard of his duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Association. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Board member or Officer may be entitled herein or by contract or otherwise under applicable law.

ARTICLE IV

Board Powers and Duties of the Board: Financial Reporting

Section 4.1. Powers and Duties of Board. The Board shall, subject to all limitations and provisions of applicable laws, the Declaration and these By-Laws, have the absolute control and management of the Condominium Property and shall have all of the powers necessary for the administration of the affairs of the Condominium, and may do all such acts and things in connection therewith. The powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions hereof:

- A. Operating, regulating, maintaining, repairing, replacing, managing, leasing, improving and modifying the Common Elements or maintaining, repairing, or replacing the exterior wall and structural portions of the Units.
- B. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by the Association as a result of enforcement of the lien for Common Expenses.
- C. Instituting, defending or intervening in litigation or administrative proceedings involving the Association or other matters affecting the Condominium.

- D. Determining and budgeting of the Common Expenses required for the affairs of the Association, and assessing such Common Expenses to the Unit Owners as provided in the Declaration and these By-laws.
- E. Determining and billing Unit Owners for their proportionate share of utility costs for operating and maintaining life-safety systems or other necessary systems on a monthly basis.
- F. Collecting the Common Charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners.
- G. Employing and dismissing managing agents, independent contractors, employees and other personnel necessary for the maintenance and operation of the Condominium.
- H. Opening and utilizing bank accounts on behalf of the Association and designating the signatories required therefor.
- I. Obtaining of insurance.
- J. Imposing and receiving any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Unit Owners.
- K. Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Association.
- L. Adopting and amending rules and regulations covering the operation and use of the Common Elements and the occupancy of Units.
- M. Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, officers, brokers, engineers, architects, employees, service personnel and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation.
- N. Granting of permits, concessions, licenses and easements and/or leases over, under, through and/or to the Common Elements.
- O. Altering the nature and/or the use of any of the Common Elements, and making installations therein.
- P. Enforcing obligations of the Unit Owners, including, but not limited to, the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, assessing interest on unpaid sums, levying reasonable fines (after notice and opportunity to be heard), attorneys' fees, costs and expenses against the Unit Owner(s) for violations by the Unit Owner(s), or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of these By-Laws or the Declaration, and in the case of persistent violations of the Rules and

Regulations or of these By-Laws or the Declaration by a Unit Owner, or persons for whom an Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto.

Q. Investing and reinvesting the funds of the Condominium, or any part or parts thereof, and from time to time and as often as they shall deem appropriate to change investments, including power to invest in all types of securities, and other property, of whatsoever nature and however denominated, all to such extent as they shall deem appropriate, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of Association funds, or which does not or may not produce income.

R. Selling, purchasing and exchanging property or any interest therein for such consideration and upon such terms as they deem advisable; provided, however, that any such conveyance is consistent with municipal approvals and ordinances and provided that the Common Elements may only be conveyed or subjected to a security interest pursuant to Section 1603-112 of the Condominium Act.

S. Imposing reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates and/or statements of unpaid assessments.

T. Incurring such liabilities, obligations and expenses, making such contracts, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Association.

U. Entering into and having such access to Units and Limited Common Elements as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Board hereunder.

V. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.

W. Generally, in all matters not herein otherwise specified, exercising any and all other executive board powers described in the Condominium Act, the Declaration of these By-Laws, exercising any and all other powers as may be exercised by legal entities of the same or similar type as the Association, and the exercising of any other powers necessary and proper for the governance and operation of the Association, subject only to the limitations on the Board set forth herein, in the Declaration or in the Condominium Act.

Section 4.2. Financial Reports to Unit Owners. The Association or its managing agent shall keep financial statements (including balance sheets, and income and expense statements) sufficiently detailed to comply with Sections 1603-118 and 1604-108 of the Condominium Act. The Board may also arrange for the keeping of such other financial records and reports as it deems prudent. All financial records shall be made reasonably available for inspection by Unit Owners, mortgagees, and their authorized agents. The Board shall supply all Unit Owners with copies of the Association financial statements at least annually, within 60 days after the

end of the Association's fiscal year.

Section 4.3. Fiscal Year. The fiscal year of the Association shall end each year on December 31 or such other date as may from time to time be determined by the Board.

Section 4.4. Common Expenses.

Until such time as the Association makes a Common Expense assessment, the Declarant shall pay all Common Expenses, as provided in Section 1603-115(a) of the Condominium Act. Once a Common Expense assessment is made, Unit Owners shall be liable for Common Expenses as provided in this Declaration, as amended. The Declarant shall be responsible for payment of Common Expenses assessments allocated to unsold Units.

(a) Preparation and Approval of Budget. Each year on or before thirty days before the commencement of the next fiscal year, the Board shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which the Board has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement, and the cost of wages, materials, insurance premiums, service, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, these Bylaws, or a Resolution of the Unit Owners Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services. The budget shall include any assessments against the Condominium to third parties under any declarations, covenants or agreements the Condominium is subject to. The budget may also include:

- (i) The cost of maintenance or repair of any Condominium Unit or Limited Common Element in the event such maintenance or repair is reasonably necessary, in the discretion of the Board, to protect the Common Elements or to preserve the appearance or value of the Condominium or is otherwise in the interest of the general welfare of all Unit owners; provided, however that no such maintenance or repair shall be undertaken without a resolution by the Board and not without reasonable written notice to the Owner of the Condominium Unit proposed to be maintained and provided further that the cost thereof shall be assessed against the Condominium Unit on which such maintenance or repair is performed: A statement for the amount thereof shall be rendered promptly to the then Owner of said Condominium Unit, as which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided below. The cost of the maintenance or repair of those parts of the Units to which the Board has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement shall not be a cost controlled by the terms of this subparagraph (i).

- (ii) Any amount necessary to discharge any lien or encumbrance levied against the Condominium, or any portion thereof, which may, in the opinion of the Board, constitute a lien against the Common Elements.
- (iii) Such reasonable amounts as the Board considers necessary to provide working funds for the Condominium, a general operating reserve, or reserves for contingencies and replacements.
- (iv) Any Common Expenses benefiting less than all of the Condominium Units or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees may be specially assessed against the Condominium Unit or Units involved, in accordance with such reasonable provisions as may be made by the Board for such cases. In particular, Common Expenses benefitting only the Row House Building shall be assessed only against Row House Building Unit Owners and Common Expenses benefitting only the Carriage House Building shall be assessed only against Carriage House Building Unit Owners.
- (v) Management Fees.
- (vi) Attorney's fees and like administrative costs.
- (vii) Service contracts and employee's salaries.

(b) Transmittal of Budget. The Board shall send to each Unit Owner a copy of the budget, in a reasonably itemized form, which sets forth the amount of the Common Expenses payable by each Unit Owner, at least seven (7) days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

(c) Association Budget. Unless otherwise determined by the Board, there shall be one Association Budget each fiscal year, as contemplated by Section 1603-105(c) of the Condominium Act, as follows:

1. The Association Budget: This is the Budget which accounts for all of the Condominium expenses and services which benefit, or may benefit, all Units generally. Examples include electricity for exterior lighting, exterior maintenance, legal fees, sewer and water fees, landscaping and grounds maintenance, insurance premiums, snow removal, management fees, the operation, maintenance, repair, or replacement of lobbies, common elevator, if any, life safety systems, common interior stairways, if any, interior hallways, if any, common elevator inspection and permitting, if any,; interior lighting and electricity, if any.
2. Reserve Funds. The Board shall obtain from Unit Owners contributions to capital on a regular basis, which contributions will be used to establish

reserve funds for replacement and repair of the Common Elements. Such contributions shall be paid monthly and be in an amount to be designated from time to time by the Board. Such funds shall be deposited into three separate accounts with a lending institution as follows,

- i. The Association Common Element Reserve Account. This account shall be for the exclusive purpose of funding repairs and maintenance of all Common Elements other than Common Elements that are physically attached to the Row House Building or the Carriage House Building. Establishing and maintaining such funds shall be a Common Expense of all Unit Owners.
 - ii. The Row House Building Common Element Reserve Account. This account shall be for the exclusive purpose of funding repairs and maintenance of all Common Elements that are physically attached to the Row House Building. Establishing and maintaining such funds shall be a Common Expense of Row House Building Unit Owners only.
 - iii. The Carriage House Building Common Element Reserve Account. This account shall be for the exclusive purpose of funding repairs and maintenance of all Common Elements that are physically attached to the Carriage House Building. Establishing and maintaining such funds shall be a Common Expense of Carriage House Building Unit Owners only.
3. Reserve Fund Amounts. The initial funding of reserve accounts shall be as follows:
- i. The Association Common Element Reserve Account. This account shall be funded initially by a deposit, upon the initial purchase of a Unit, of an amount equal to two month's condominium dues associated with the Unit. Subsequent assessments to fund this account shall be established at the Annual Meeting of the Board or at a Special Meeting of the Board.
 - ii. The Row House Building Common Element Reserve Account. This account shall be funded initially by a deposit, upon the initial purchase of each Unit, of an amount equal to two month's condominium dues associated with each Row House Unit. Subsequent assessments to fund this account shall be established at the Annual Meeting of the Board or at a Special Meeting of the Board; provided however, that for purposes of voting on actions relating to funding the Row House Building Common Element Reserve Account, a majority of Row House Building Unit Owners must vote, in person or by proxy, in the affirmative.
 - iii. The Carriage House Building Common Element Reserve Account. This account shall be funded initially by a deposit, upon the initial purchase of a Unit, of an amount equal to two month's condominium dues associated with each Carriage House Unit. Subsequent assessments to fund this account shall be established at the Annual Meeting of the Board or at a Special Meeting of the Board; provided however, that for purposes of voting on actions relating to funding the Carriage House Building

Common Element Reserve Account, both Row House Building Unit Owners must vote, in person or by proxy, in the affirmative.

The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation, the right reserved to the Board to accelerate payment of assessment and the right to recovery of attorney's fees and costs.

(e) Special Assessments. In the event extraordinary expenditures not originally included in the annual budget described above become necessary during the year, the Board may at any time levy a special assessment, which shall be assessed against each Condominium Unit in proportion to the respective Common Element Interests. Said special assessments may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such special assessment on all Unit Owners by a statement in writing giving the amount and reason therefor, and such special assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due after the delivery or mailing of such notice of special assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and the Condominium Act and in accordance with the allocation of responsibilities for Common Expenses between Row House Building Unit Owners and Carriage House Building Unit Owners, including without limitation, the right reserved to the Board to accelerate payment of assessments and the right to recovery of attorney's fees and costs.

ARTICLE V

Rights and Obligations of Third Parties Dealing with the Board

Section 5.1. Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Board or by any Board member or officer on behalf of the Board, or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Board members individually, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Board, shall look only to the Association Property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Board, so that neither the Board member(s) nor the Owners, present or future, shall be personally liable therefore except as otherwise provided in the Condominium Act.

Section 5.2. All Instruments Subject to Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Board, or by any agent or employee of the Board, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

ARTICLE VI
Amendment and Termination

Section 6.1. Amendments to By-Laws. The Board may at any time and from time to time amend, alter, add to or change these By-Laws in any manner or to any extent, provided such amendment, alteration, addition, or change is consented to in writing by the Unit Owners holding at least two-thirds (66.7%) of the Undivided Interests provided, always, however, that no such amendment, alteration, addition or change may be (a) without the written consent of the Declarant and Declarant's mortgagee(s) prior to the Transition Date hereunder; or (b) made without the written consent of the Declarant and Declarant's mortgagee(s) according to the purpose of which, the Declarant's rights hereunder, or under the Declaration, are changed in any way; or (c) according to the purpose of which, the percentage of the Undivided Interests hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the Undivided Interest of such Owner in the Common Elements as set forth in said Declaration without unanimous consent; or (d) which would render these By-Laws contrary to or inconsistent with any requirements or provisions of the Condominium Act, shall be valid or effective.

A. Effective Date of Amendment. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording in the Registry of Deeds an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by an Officer of the Association, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, when so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

B. Special Amendments. The foregoing notwithstanding, the Declarant shall have the authority to amend these By-Laws to (1) correct any scrivener's or technical error made herein; or (2) to make these By-Laws comply with the Condominium Act, and other applicable local, state or federal law or regulation; or (3) to satisfy applicable insurance requirements; or to make these By-Laws comply with the provisions of the Condominium Act, any other law, code, permit or approval, or the requirements or guidelines of the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other insurer or guarantor of Unit mortgages. This authority may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required. This right to specially amend shall automatically be transferred to the Board upon the conveyance of all Units by the Declarant.

Section 6.2. Termination. The Association hereby created shall terminate only upon the removal of the Condominium from the provisions of the Condominium Act as provided therein.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Security Systems. The Board may, but shall not be obligated to maintain or support certain activities within the Condominium Property designed to make the Condominium Property safer than it may otherwise be. Notwithstanding any references herein to a security system, fire access control system, sprinkler system or other system of a similar nature, neither the Unit Owners Association nor the Declarant, shall in any way be considered insurers or guarantors of security within the Condominium Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of the ineffectiveness of security measures undertaken. No representation or warranty is made that any fire access system, security system, sprinkler system or other system of a similar nature cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designated or intended. Each Unit Owner acknowledges, understands and covenants to inform its tenants, guests, invitees, employees, customers, business patrons and family members that the Unit Owners Association, Board and the Declarant are not insurers and that each person using the Condominium Property assumes all risks for loss or damage to persons, to Units and to the contents of Units resulting from acts of third parties.

Section 7.2 Unit Keys. The Board of the Association may retain a key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock, without the written consent of the Board of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access.

ARTICLE VIII

Construction, Interpretation and Waiver

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females, words denoting females include males and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), associations and corporations, unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or affect hereof. All of the Association's powers and provisions herein contained shall take effect and be construed according to the laws of the State of Maine. Unless the context otherwise indicates, words defined in the Condominium Act shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Condominium Act, the latter shall govern. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on this

_____ day _____, 2017.

DECLARANT:

BRAMHALL ROW, LLC

By: _____

BRAMHALL ROW ASSOCIATION

By: _____
, Board member

, Board member

, Board member

Exhibit D

Public Offering Statement

RULES AND REGULATIONS FOR BRAMHALL ROW

Pursuant to the provisions of the By-Laws of Bramhall Row Condominium Association, the following rules and regulations are adopted:

1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (other than in a storage area or Parking Space constituting a Limited Common Element assigned to a particular Unit) without the prior consent of the Board of the Association, except as expressly provided herein or in the Declaration or By-Laws. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit (except the structural walls and exterior walls of a Residential Unit) and any area or facility the exclusive use of which is provided to said Owner, in accordance with the provisions of the By-Laws and the Declaration.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will materially increase the rate of insurance of the Townhouse Building or Carriage House Building of the Condominium (the "Condominium Buildings"), or contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Condominium Buildings or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
3. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Buildings or Units, and no sign shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Board.
4. Household pets permitted pursuant to the terms and provisions of the Declaration and/or By-Laws shall be subject to the following Rules and Regulations:
 - (a) Such pets may not be kept, bred or maintained for any commercial purposes;
 - (b) No pets shall be allowed loose in Common Elements, nor shall pets be allowed to loiter in the Common Elements;
 - (c) Owners of household pets shall be permitted to walk such pets on a leash only in the Mellen Street Woods and in any other areas specified by the Board for such purpose;
 - (d) Owners of pets shall immediately clean up and remove any defecation on the Common

Elements; and

Each Unit Owner or resident keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements, is offensive, or causes, or creates any nuisance or unreasonable disturbance or noise, may in the discretion of the Board be:

- (i) fined in an amount determined by the Board or assessed by the Board for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
- (ii) required by the Board to permanently remove such pet from the Condominium upon three (3) days' written notice from the Board.

5. No Owner or resident shall engage in or permit any noxious or offensive activities, or make or permit any unreasonable noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:

- (a) May be or become an annoyance or nuisance to the other Owners or occupants,
- (b) Will interfere with the rights, comforts or conveniences of other Owners,
- (c) May or does cause damage to any other Unit or to the Common Elements, or
- (d) Results in the removal of any article or thing of value from any other Owner's Unit or from the Common Elements.

The Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed.

Total volume of noise-producing instrumentalities such as, but not limited to, television sets, radios, CD players, phonographs, and musical instruments, shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid disturbing other residents of the Condominium.

6. No clothes, sheets, blankets, laundry, rugs of any kind or other articles shall be hung out of the windows or sliding doors or on the balconies of any Unit or exposed on or in any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials, and any large items of rubbish or materials for disposal must be removed from the Condominium by the Unit Owner responsible for such items. Any cardboard boxes or cartons disposed of in Condominium dumpster(s), if any, shall first be broken down and flattened by the Unit Owner or occupant.

7. Nothing shall be altered in, constructed in, or removed from the Common Elements except upon the written consent of the Board.

8. No part of the Common Elements of the Condominium shall be decorated or furnished by any

Unit Owner in any manner without the prior written consent of the Board, except as otherwise provided in the Declaration or By-Laws.

9. Each Owner shall keep his Unit and any Limited Common Elements, the exclusive use of which is provided to such Unit, in a good state of preservation and cleanliness, except for the structural walls and the exterior walls of a Unit.
10. Any damage to plumbing systems of the Condominium Buildings resulting from misuse may be charged to the Owner who shall have caused it.
11. Bicycles, baby carriages, carts and the like may be stored only in areas designated by the Board and in such a manner so as not to obstruct any Common Elements.
12. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
13. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit, deck, patio or terrace without the prior consent of the Board.
14. Any maintenance, repair or replacement of Common Elements which is the responsibility of Unit Owners pursuant to the Declaration or the By-Laws shall be done only by contractors or workmen approved by the Board.
15. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such paints, lighting and cleaning fluids as are customary for residential or artistic use.
16. Wood, propane and coal stoves or similar devices are prohibited in Condominium Units and fire pits/bowls or similar devices are prohibited from balconies and patios.
17. If any key or keys are entrusted by the Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a member of the Board, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such member of the Board shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
18. The Board, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board. In case such consent is given, the Unit Owner shall provide the Board, or their designated agent, with an additional key pursuant to its right of access to the Unit.
19. All personal property of the Owners in the units, or Limited Common Elements, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Owners, and neither the Board, the Building management, nor their respective successors or assigns, shall bear any responsibility therefor.

20. Each Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
21. Except as provided in the Declaration, outdoor grills shall only be allowed upon the advance written consent of the Board and subject to any conditions imposed by the Board, and only to the extent allowed by law and only to the extent that such outdoor grills do not adversely affect the insurance maintained by the Association.
22. Installation and programming of keyless entry systems will be undertaken only with the permission of the Board and at the sole cost of the Unit Owner.
23. Any consent or approval given by the Board under these Rules and Regulations may be added to, amended, or repealed at any time by the Board.
24. Each Owner utilizing a parking space shall park only within such designated space and in a manner which does not interfere with or impede any other person parking in the parking area and each Owner will cooperate with other entitled parkers to facilitate the use of the parking spaces.
25. An Owner may lease or rent his or her unit according to this provision. No lease term shall be for a period of less than one (1) months nor shall any unit be leased more than three (3) times in any twelve month period. Owners shall provide written notification to the Association of their intention to lease/rent their Unit. Upon notification, the Owner shall complete a Condominium Rental Information Form provided by the Association. The Condominium Rental Information Form shall be signed by the Owner and the tenant, and returned to the Association office prior to the tenant occupying the Unit and/or Parking Space. A copy of the Condominium Rental Information Form shall be attached to, and become a part of, the lease between the Owner and tenant. The Association office shall be notified of any changes in the information on the Condominium Rental Information Form as those changes occur. An additional Condominium Rental Information Form shall be completed and returned to the Association office for each new lease, a terminated lease, and extended lease, and/or renewed leases. For sale/lease signs will not be displayed on the Condominium property or in Unit windows or doors.
24. In the event of a default by any Owner in paying to the Board the Common Charges as determined by the Executive Board, such Owner shall be obligated to pay a late charge at a rate of \$50.00 Dollars for each payment not made within 10 days of the due date.
25. Any and all furniture and furnishings placed on any balcony, deck, patio or terrace will be subject to the approval of the Board if there are any concerns regarding safety, and will be moveable, high quality, outdoor "patio" type furniture of a proper weight to take into account wind and storm conditions.
26. Unit Owners shall be responsible for completely closing behind them all doors providing ingress to and egress from the Units and common areas of the buildings, if any, and shall at no time place articles in doorways or otherwise impede the complete closing of such doors behind them, for security purposes.
27. Violations of these Rules and Regulations by any Owner, Tenant, Family Member, Servant, Employee, Agent, or Visitor shall be subject to the assessment of fine(s), and any other

remedies available.

If the alleged violator or the Board requests, a hearing will be held.

- (a) A hearing notice will be sent to the alleged violator stating the nature of the alleged violation; the time and place of a hearing; an invitation to attend the hearing.
- (b) An invitation may also be sent to any person or persons originating the complaint inviting them to the hearing in order to produce evidence to substantiate their complaint.

A Board Representative will preside over the hearing with a quorum of the Board in attendance and will hear testimony from both sides at the hearing and then excuse both parties and the Board will render a decision.

28. Rules and Regulations relating to satellite dishes and antennas are attached hereto as an Addendum.

29. Use of Outside Contractors.

The use of outside contractors by Unit Owners and Tenants can potentially affect the Condominium in a number of ways. Accordingly, the following Rules shall apply:

- (a) All workers using the parking area or other Common Elements for temporary parking should not leave vehicles for any extended period of time without being physically monitored, and available to move such vehicles to allow normal access by other residents.
- (b) Work hours are Monday through Friday only, from 8:00 a.m. to 5:00 p.m. No weekend or holiday work is allowed, without express permission from the Board. Note: Domestic cleaners are exempt from this rule.
- (c) Construction personnel are not allowed on the private balconies or terraces unless directly related to the Unit they are working on.
- (d) Contractors and/or workers must provide the managing agent with appropriate Certificate of Insurance for general liability and workers compensation coverage prior to beginning any work in the Building. A minimum limits policy of \$1 million dollars is required, and the Certificate of Insurance must list Bramhall Row, LLC, and Bramhall Row Condominium Association and its management company as "additional insureds."
- (e) All demolition and construction materials, including paint, sheetrock and other hazardous materials, must be removed from the premises. Building trash receptacles, if any, are not to be used by construction personnel. In addition, contractors should be careful not to allow dust from a Unit to disperse into common areas, potentially setting off smoke detectors. Domestic smoke detectors are tied into the main fire panel and cannot be disabled without setting off the system. During construction, domestic smoke detectors and sprinklers should be protected.
- (f) All common areas must be kept clean during the course of the workday, and at the end

of each workday. Common areas must be kept clear of construction tools and materials, and they must be vacuumed as necessary by the responsible construction crew.

- (g) Any and all damage to the Building or Common Elements caused by contractors and/or workers will be repaired by the Condominium Association at the cost of the Unit Owner who hired the company, who shall be deemed responsible for said damages.
- (h) Large/lengthy deliveries of furniture, appliances, goods and/or materials that cause any obstruction of any common area, or potential inconvenience to other Unit Owners must be scheduled prior to the delivery date through the managing agent. Construction deliveries must be received during normal construction hours.
- (i) The Rules apply not only to contractors and workers, but also to Unit Owners, their family and friends who undertake to do construction work, or furniture moving, within, or around the Buildings.

30. Owners or residents requiring access to common utility rooms in the Buildings must arrange for such access at least five (5) days in advance, through the managing agent. A reasonable fee may be charged for such access, and reasonable conditions and/or restrictions may also be imposed.

Bramhall Row, LLC, A CONDOMINIUM

SATELLITE DISH AND ANTENNA ADDENDUM
TO RULES AND REGULATIONS:

Subject in all events to the Reserved Rights of the Declarant as set forth in the Declaration; the following Rules and Regulations shall-apply:

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation, and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No resident shall install a Reception Antenna on any portion of the common elements and facilities or exterior walls of units, unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common element or onto the general common elements does not comply with this rule.

3. If a Reception Antenna is installed in a limited common element or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive

the prior written approval of the Board and must comply with applicable building code. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable --quality signal unless no acceptable reception is available in any limited common element or exclusive use area allocated to such unit. In no event may Reception Antennas be installed on roofs, courtyards or other general common elements. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common elements or exterior walls of units.

(d) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by any movement in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain reasonably inexpensive screens or plants to shield the Reception Antenna from view, provided such screening does not cause an unacceptable quality signal.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common elements and facilities or the exterior walls of the condominium building without Board consent.

(j) Residents shall not permit their Reception Antenna to fall into disrepair, become unsightly, or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section I (a).

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents and compliance with these rules, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be modified to the extent required to not create unreasonable costs, unreasonable delays, etc. and only to such extent, but such conflict shall not void the applicable provisions in their entirety and the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

Will the installation and the location of the dish or antenna comply with the Association's regulations?
_____Yes _____No

If no, state in detail the reason for noncompliance on a separate sheet of paper.


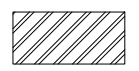
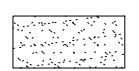
I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Resolution with respect to the installation, operation and maintenance of dishes and antennas.

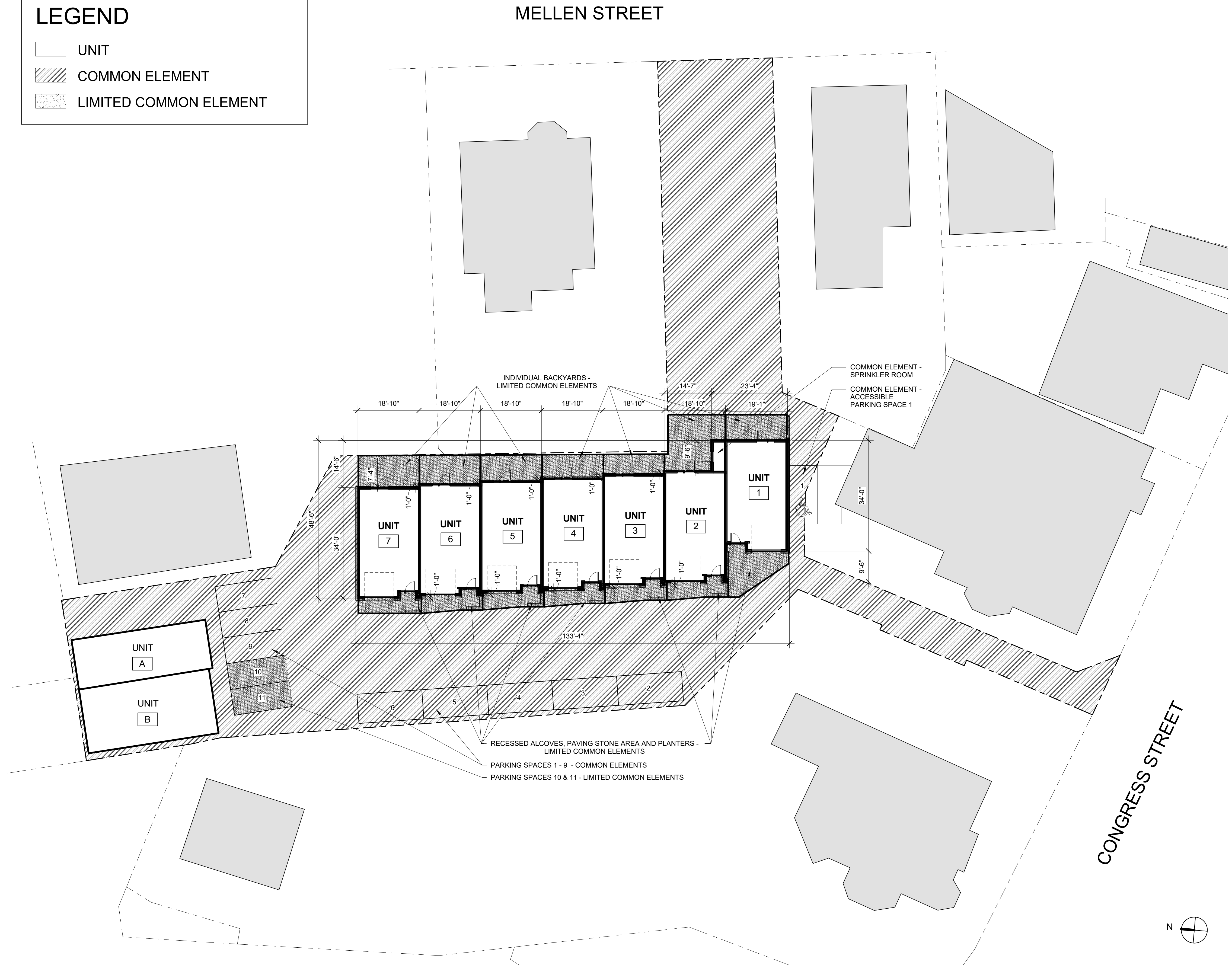
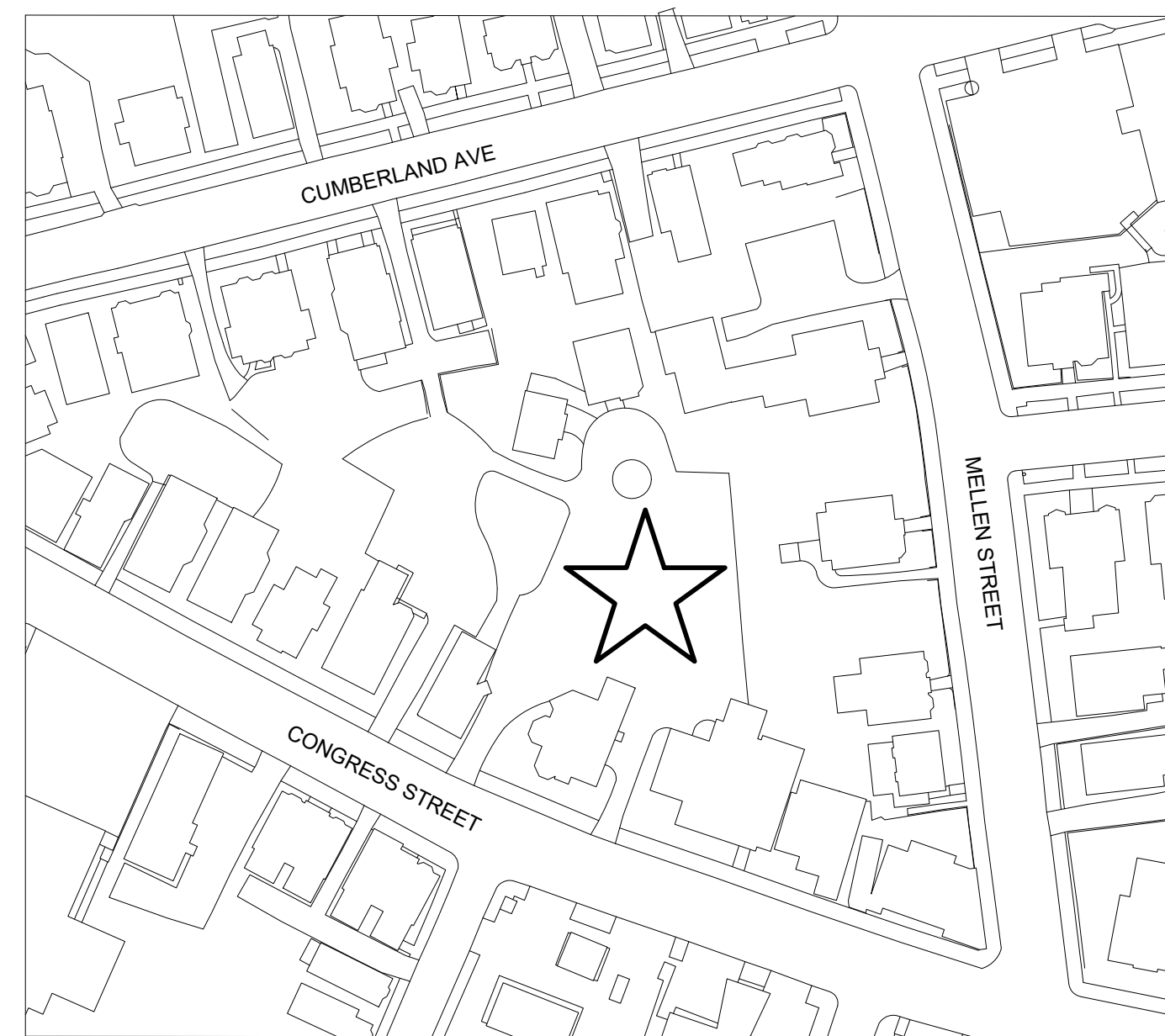
Signature: _____

Date: _____

Exhibit E
Public Offering Statement

LEGEND

-  UNIT
-  COMMON ELEMENT
-  LIMITED COMMON ELEMENT



2 | AREA MAP
1" = 100'-0"

1 | SITE PLAN
1/16" = 1'-0"

Consultant:

ARCHETYPE
architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

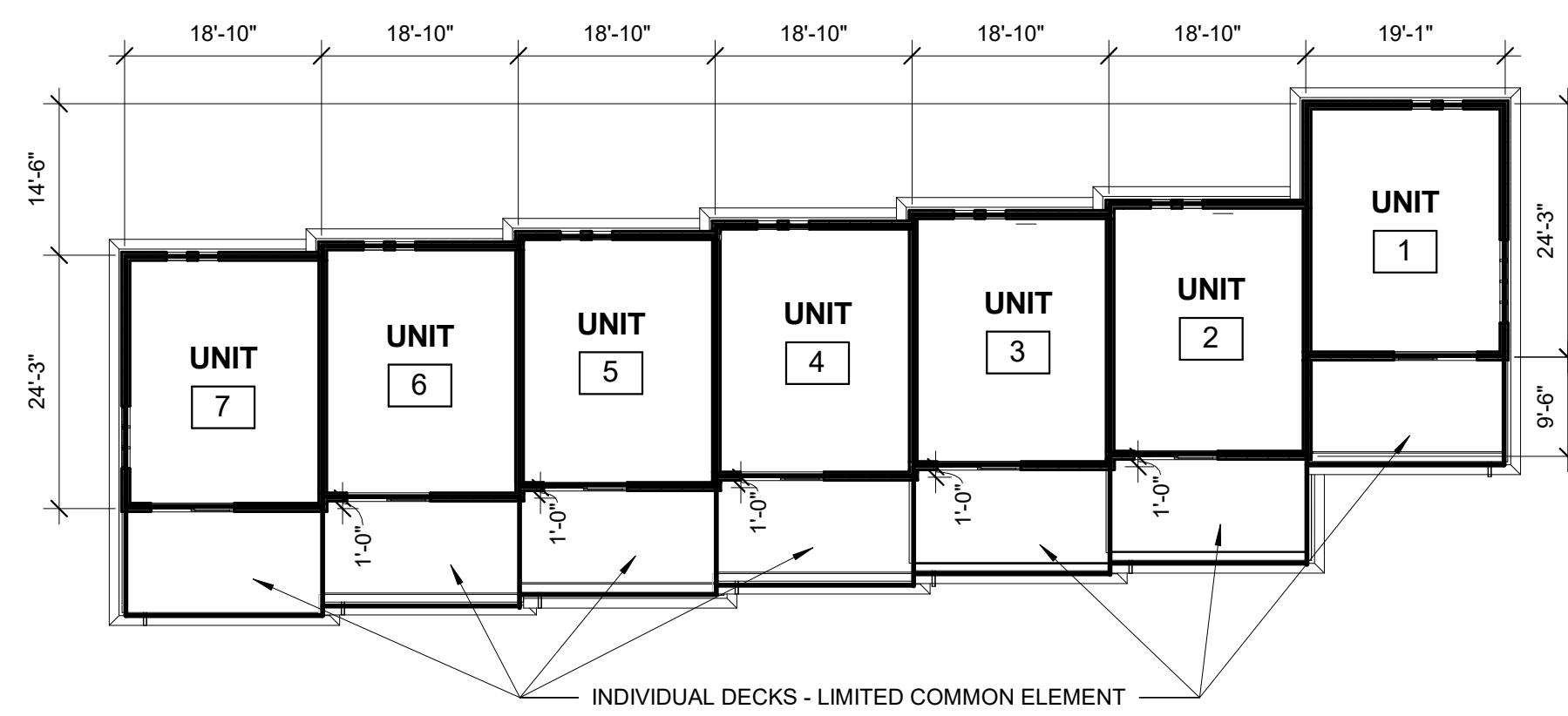
Architect:

BRAMHALL ROW
749 CONGRESS ST
PORTLAND, MAINE

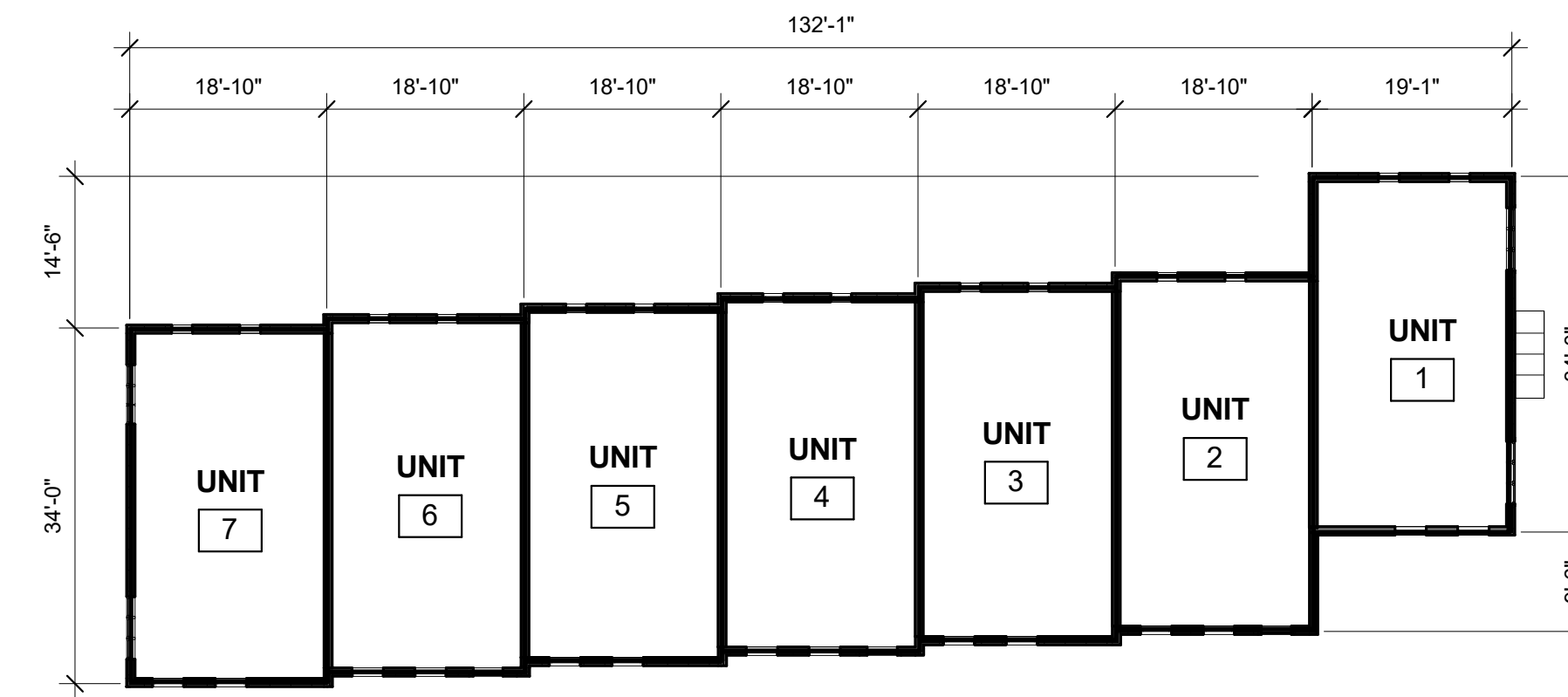
Project:

Revisions:

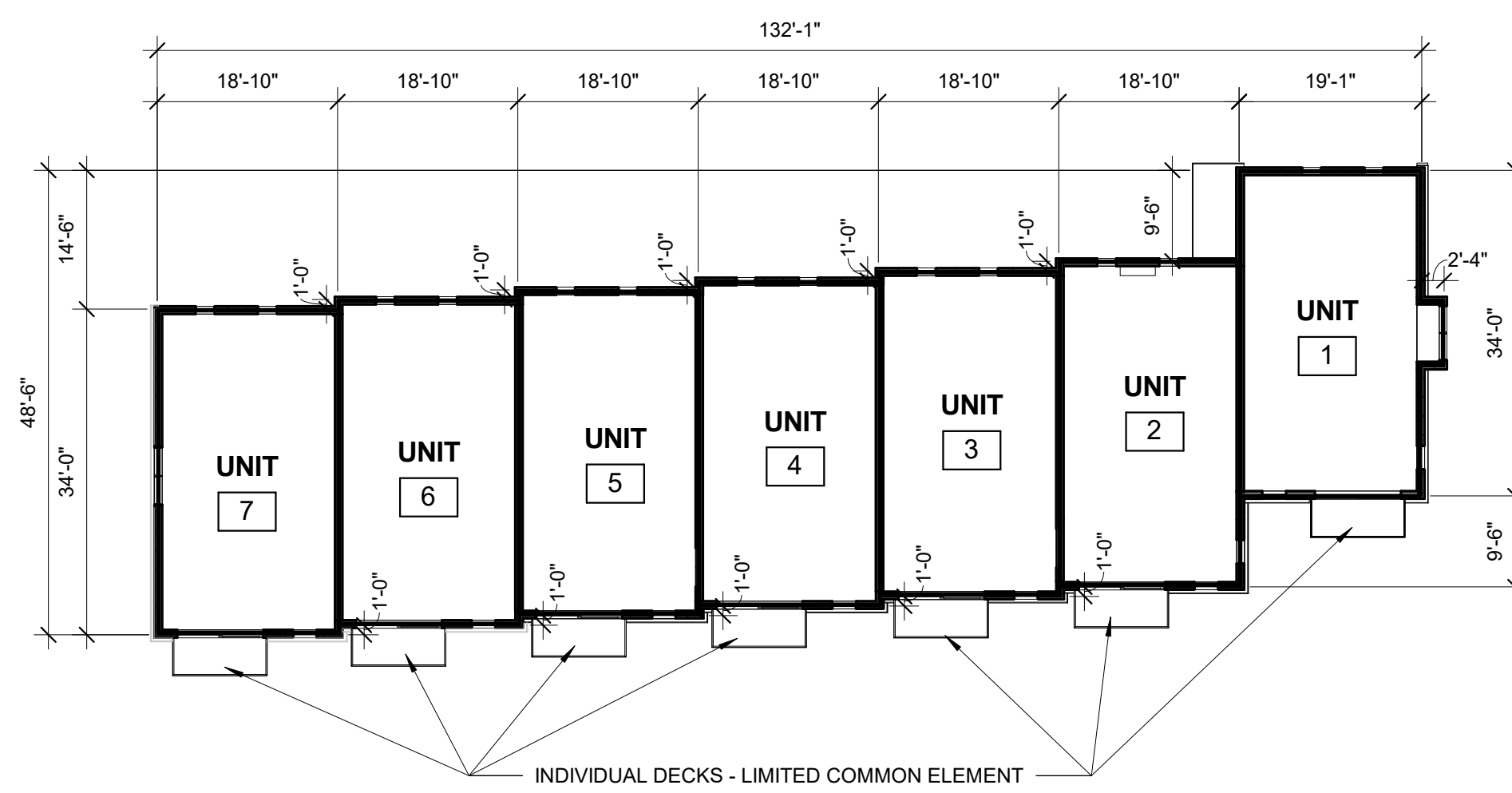
Date: 27 FEB 2017
Scale: As indicated
749 CONGRESS ST
CONDOMINIUM SITE
PLAN



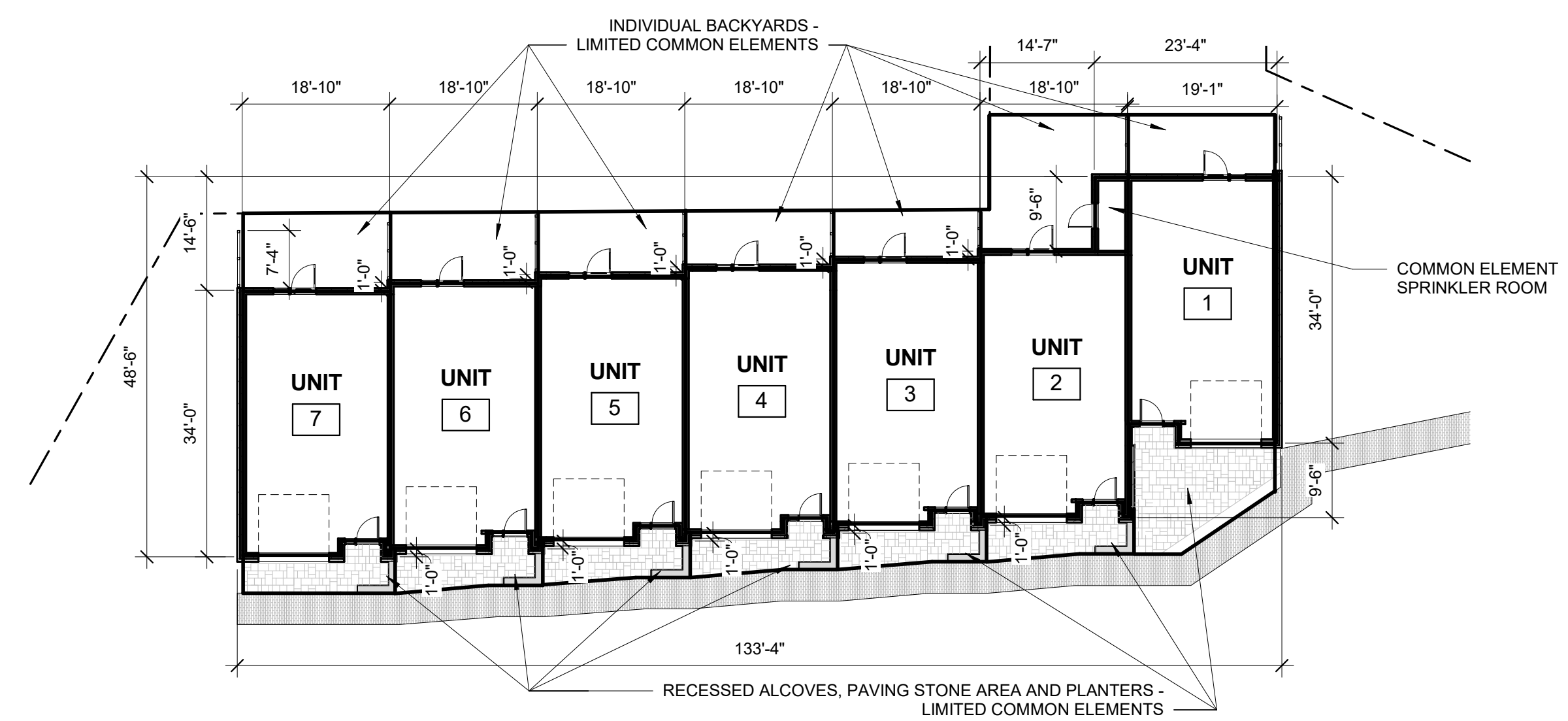
4 | 4TH FLOOR PLAN
1/16" = 1'-0"



3 | 3RD FLOOR PLAN
1/16" = 1'-0"



2 | 2ND FLOOR PLAN
1/16" = 1'-0"



1 | 1ST FLOOR PLAN
1/16" = 1'-0"

Consultant:

Architect:
ARCHETYPE
architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

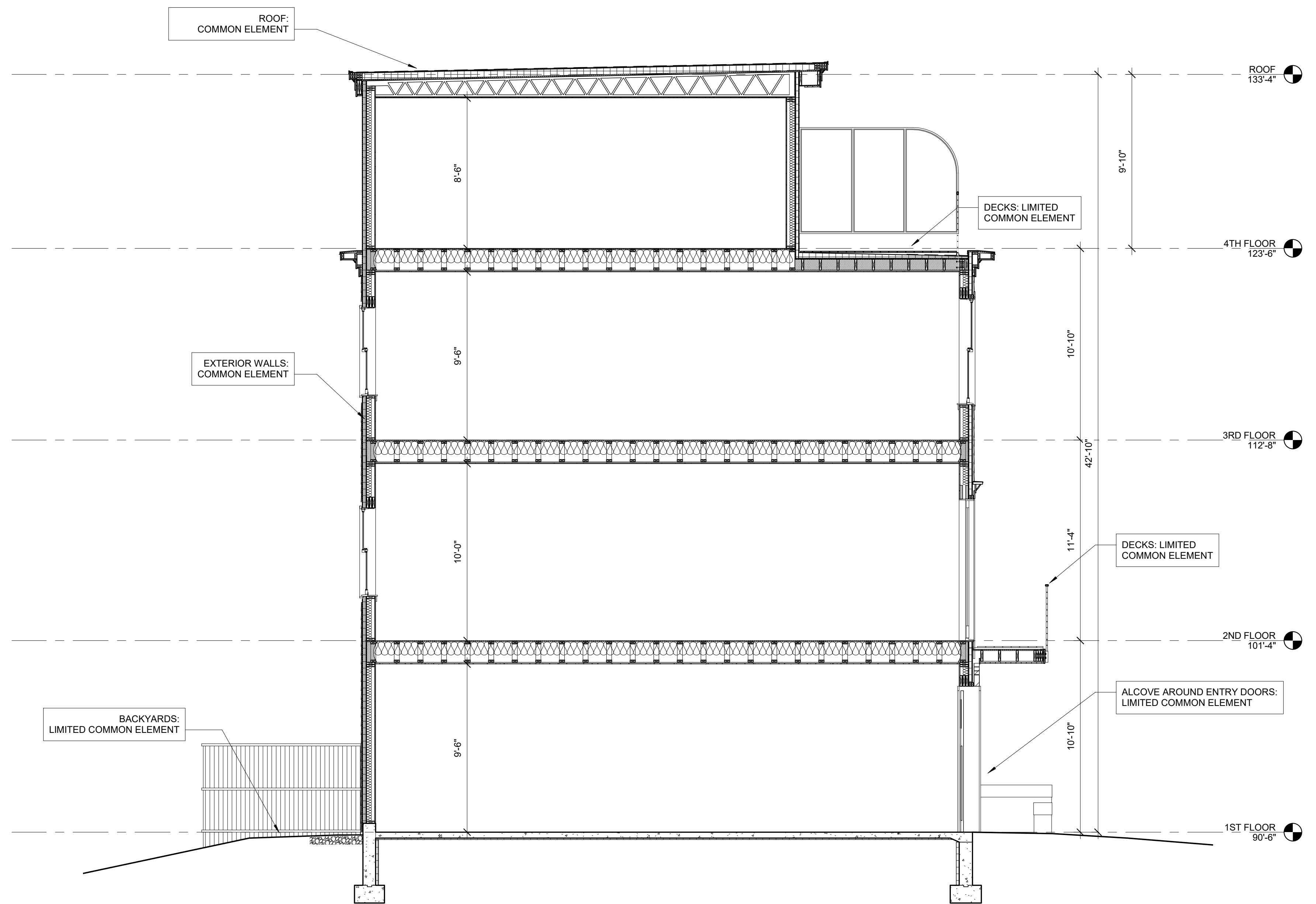
Project:
BRAMHALL ROW

749 CONGRESS ST
PORTLAND, MAINE

Revisions:

Date: 27 FEB 2017
Scale: 1/16" = 1'-0"

749 CONGRESS ST
CONDOMINIUM PLANS



1 | TYPICAL TOWNHOUSE SECTION
1/4" = 1'-0"

Consultant:

Architect:
ARCHETYPE
 architects
 48 Union Wharf Portland, Maine 04101
 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project:
BRAMHALL ROW

749 CONGRESS ST
 PORTLAND, MAINE

Revisions:

Date: 27 FEB 2017
 Scale: 1/4" = 1'-0"

749 CONGRESS ST
 CONDOMINIUM
 SECTION

Exhibit F
Public Offering Statement

**BRAMHALL ROW CONDOMINIUM ASSOCIATION
PUBLIC OFFERING BUDGET**

DRAFT

	<u>Expense Estimates</u>
<u>INCOME</u>	
CONDOMINIUM FEES	35,860
CAM FEE FROM HOTEL	3,400
<u>Common Expenses</u>	
Operations & Management	
MANAGEMENT FEE	4,000
INSURANCE EXPENSE	6,400
LEGAL & ACCOUNTING EXPENSE	600
MISC. ADMINISTRATIVE EXPENSE	400
Utilities	
ELECTRICITY	500
WASTE REMOVAL	2,500
WATER & SEWER EXPENSE	3,780
STORM WATER FEE	580
Maintenance & Repairs	
GROUNDS/ LANDSCAPING EXPENSE	1,500
SNOW REMOVAL	5,700
REPAIRS & MINOR IMPROVEMENTS	2,500
SPRINKLER SYSTEM	800
STORM WATER ANNUAL INSPECTION	500
ALARM EXPRENSSE	1,500
Reserves	
CAPITAL RESERVES AND CONTINGENCIE	8,000
<u>TOTAL Common Expense</u>	<u>39,260</u>
FEE PER UNIT (9 units)	\$ 332

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

Owner's Policy Number: **72306-210376765**

**SCHEDULE B – PART I
EXCEPTIONS FROM COVERAGE**

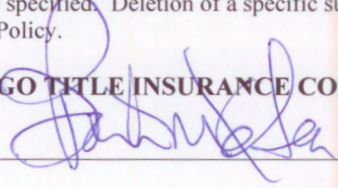
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Any liability for mechanics' or materialmen's liens.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. The Mortgage and its assignments, if any, referred to in Item 4 of Schedule A.
5. Real estate taxes, assessments and water and sewer charges which become due and payable subsequent to the date of policy.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on Title, created by the laws of the state of the insured Land or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instruments creating the estate or interest insured by this policy.
7. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: '...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.'
8. The exact acreage or square footage of the Land will not be insured.
9. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.

For additional exceptions, if any, see attached Schedule B – Part I Continuation Sheet.

Exceptions deleted from a Loan Policy, if any, are not deleted from the Owner's Policy unless there is an endorsement attached authorizing specific deletions. Affirmative insurance language under any Schedule B exception does NOT apply to the Owner's Policy unless otherwise specified. Deletion of a specific survey exception from a Loan Policy, if any, does not delete Exception 3 above from the Owner's Policy.

CHICAGO TITLE INSURANCE COMPANY

BY: 

This policy is valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

**SCHEDULE B – PART I
EXCEPTIONS FROM COVERAGE- CONTINUED**

10. Terms, conditions, restrictions, rights and easements as set forth in an instrument from JPH Properties, Inc. to Martin B. Dassa and Rochelle G. Dassa dated November 7, 2006, recorded in Book 24573, Page 113.
11. Terms, conditions, restrictions, rights and easements as set forth in an instrument from Martin B. Dassa, Personal Representative of the Estate of Rochelle G. Dassa to Martin B. Dassa and Alyssa J. Dassa, as Trustees of the Rochelle G. Dassa Residuary Trust u/w/o Rochelle G. Dassa dated August 18, 2011, recorded in Book 28907, Page 208.
12. Rights and easements granted by John A. McIntosh, Jr. to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 6, 1996, and recorded in Book 12644, Page 70.
13. Such state of facts shown on plan entitled "Plan of Property, Congress Street, Maine, made for Baltic Realty Associates, 749 Congress Street, Portland, Maine" dated February 5, 1987 (revised through September 29, 1994), by R.P. Titcomb Associates, Inc. of Falmouth, Me.
14. Such state of facts as shown on ALTA/ACSM Land Title Survey for SCI Project, 749 Congress Street, Portland, Maine dated October 31, 1996, revised November 7, 1996 by Johann Buisman, PLS, including, without limitation:
 - a. Statement of Encroachments;
 - b. Small discrepancies between survey and prior survey by R.P. Titcomb, as noted in General Note No. 6; and
 - c. Small discrepancies between distances and courses shown on the survey and those contained in the historic legal description.
15. Terms and conditions, rights and easements set forth in deed from John A. McIntosh, Jr. to SCI Maine Funeral Services, Inc. dated September 30, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11651, Page 182.
16. Such state of facts shown on plan entitled "Subdivision Recording Plat of 749 Congress Street made for Denovo, LLC by Pinkham and Greer Civil Engineers" dated February 22, 2016, revised through June 29, 2016 and in the Cumberland County Registry of Deeds in Plan Book 216, Page 449.
17. Rights of others in and to the use of the appurtenant easements insured herein and terms and conditions relative to the use thereof.
18. Rights and easements granted to DeNovo, LLC by instrument dated October 6, 2016 and recorded in Book 33610, Page 204.
19. Rights and easements granted to 747 Congress, LLC by instrument dated November 14, 2016 and recorded in Book 33610, Page 212, as corrected by instrument dated November 15, 2016 and recorded in Book 33615, Page 316.
20. Rights and easements granted to Denovo, LLC by instrument dated November 14, 2016 and recorded in Book 33610, Page 219.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

21. Rights and easements granted to Denovo, LLC by instrument dated October 25, 2016 and recorded in Book 33615, Page 319.
22. Rights and easements granted to Price Apartments, LLC by instrument dated November 1, 2016 and recorded in Book 33615, Page 323.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

Owner's Policy Number: **72306-210376765**

**SCHEDULE B – PART II
EXCEPTIONS FROM COVERAGE**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

Collateral Assignment of Leases and Rentals from Denovo, LLC to TTJR, LLC dated November 14, 2016 and recorded November 28, 2016 at 12:07 p.m. in Book 33642, Page 74 of the Cumberland Registry of Deeds.

Collateral Assignment of Permits and Approvals from Denovo, LLC to TTJR, LLC dated November 14, 2016 and recorded November 28, 2016 at 12:09 p.m. in Book 33642, Page 84 of the Cumberland Registry of Deeds.