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Total Postage & Fees	\$ 2.79	01/25/06

Sent To: Robert Wachter
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 City, State, ZIP+4: Portland, Me 04101

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Sent To: Justin Kranis
 Street, Apt. No., or PO Box No.: 65 Sherman St #9
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Sent To: Michael Martin
 Street, Apt. No., or PO Box No.: 65 Sherman St #9
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Sent To: Melissa Williams
 Street, Apt. No., or PO Box No.: 65 Sherman St #14
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Sent To: Alexander Williams
 Street, Apt. No., or PO Box No.: 65 Sherman St #14
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Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Megan Ryder
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 16
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Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Sarah Nash
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 15
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Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Carla Hansen
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 16
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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Bobby Ryder
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 16
 City, State, ZIP+4: Portland, Me 04101

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Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Fred Brown
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 17
 City, State, ZIP+4: Portland, Me 04101

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Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$ 2.79	Clerk: KTGWKF 01/25/06

Sent To: Sarah Hanson
 Street, Apt. No., or PO Box No.: 65 Sherman St. # 16
 City, State, ZIP+4: Portland, Me 04101

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. 65 Sherman St. #10
 City, State, ZIP+4 Portland, Me 04101

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Postage	\$ 0.39	UNIT ID: 0801	Postmark Here
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. Samie Newton 65 Sherman St. #1
 City, State, ZIP+4 Portland, Me 04101

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Postage	\$ 0.39	UNIT ID: 0801	Postmark Here
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. Xiangdong Deng 65 Sherman St. #11
 City, State, ZIP+4 Portland, Me 04101

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Postage	\$ 0.39	UNIT ID: 0801	Postmark Here
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. Susan Richard 65 Sherman St. #10
 City, State, ZIP+4 Portland, Me 04101

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Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. Hongyi Duan 65 Sherman St. #11
 City, State, ZIP+4 Portland, Me 04101

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 2.79	Clerk: KTBWCF 01/25/06	

Sent To
 Street, Apt. No., or PO Box No. Hope Barakat 65 Sherman St. #11
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Restricted Delivery Fee (Endorsement Required)		01/25/06
Total Postage & Fees	\$ 2.79	

Sent To
 Samantha Brown
 Street, Apt. No., or PO Box No. 65 Sherman St #12
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Return Receipt Fee (Endorsement Required)		Clerk: KTGWF
Restricted Delivery Fee (Endorsement Required)		01/25/06
Total Postage & Fees	\$ 2.79	

Sent To
 Kurt Frost
 Street, Apt. No., or PO Box No. 65 Sherman St #13
 City, State, ZIP+4 Portland, Me 04101

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4860 4ETD 1000 0252 5002

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Certified Fee	2.40	Postmark Here
Return Receipt Fee (Endorsement Required)		Clerk: KTGWF
Restricted Delivery Fee (Endorsement Required)		01/25/06
Total Postage & Fees	\$ 2.79	

Sent To
 Margo Billings
 Street, Apt. No., or PO Box No. 65 Sherman St #13
 City, State, ZIP+4 Portland, Me 04101

PS Form 3800, June 2002

Inspection Services
P. Samuel Hoffses
Chief



Planning and Urban Development
Joseph E. Gray Jr.
Director

CITY OF PORTLAND

RE: 65 Sherman Street

July 2, 1997

This notice is for the files of 65 Sherman Street. **Our** office has re-evaluated both our microfiche and the assessors records in order to determine the allowable use at this time. The pre-1957 assessor's records do show that 17 units existed at that time. There were no official permits to change **from** 17 to 16 units. **At** this point it is uncertain why 2 permits were taken out for only 16 units. It is my determination that 17 units have existed since 1957 and can be continued at this time. There should be no increases to the **number** of units on this property without the review and approvals of this office in the future.

Marge Schmuckal, Zoning Administrator/ Asst. Chief of Insp. Services

To: Tom Jewel -
Info you requested

Page Two

- (1) City of Portland Zoning Ordinance current as of July 1, 2005;
- (2) City of Portland Zoning Map current as of July 1, 2005;
- (3) All zoning applications regarding the subject property covering the period 1978 through the present;
- (4) City of Portland Plat Maps, current as of July 1, 2005;
- (5) Assessor's card for the subject property.

Written by: Marge Schmuicker, zoning administrator for the City of Portland

Based on the foregoing, the nature of the opinion that:

Under the City of Portland Zoning Map, the subject property is in the R-2 Residential Zone. According to the **Assessor's card**, the zoning for the property is 11 to 20 family dwellings **and** the lot listed for the subject property is **17**. Seventeen residential lots of use in the R-2 residential zone. (Section 14-136 (a) 2) S

Under the City of Portland Zoning Ordinance **and** the documents on file in the Building Inspector's Office, the parking requirements for the 17 units in Section 14-332 (a) 2. This Section requires one parking space for each unit when alterations or changes of use are occurring structure. The subject **structure** was constructed in 1957. The subject lot has the benefit of a parking easement upon land at 55 West which contains a 31-space parking lot. The parking meets the requirements set forth in the Portland Zoning Ordinance for additions to existing structures.

The subject premises is a **lawfully non-conforming structure** as it was constructed in 1957. Thus pursuant to Section 14-381, it may continue to exist. It may not be in conformance with the City of **Portland** Zoning Ordinance with respect to height, front, rear and side yard setbacks, lot coverage.

Any future conversion of existing rental units to **condominiums** will require a conversion permit from the Building Inspection Division of the Department of Planning and Urban Development. The requirements of Section 14-576 of the Zoning Ordinance must be complied

Page 3

5

local driveway permits are required as the curb cut servicing the
Main Street.

and no ERO required with respect to the project **under the**
Insurance Act

does not involve any dredge or fill within **wetlands** and no
permits required from either the City of Portland or the State of
Oregon Department of Environmental Services, or will be required relative
to the project to wetlands.

is served by municipal water and sewer, **and** no additional water
service rates are required for the Site.

to the best knowledge and belief of the Zoning Administrator, Marge
is stated that there are no outstanding zoning **violations** with
regards to the premises.

way connected
disclosed herein

is being pending or threatened against the Borrower in **any**
ownership or acquisition of the premises, which **has** not been

is not a
premises are in
Portland Zoning

is the opinion that the structure upon the premises and use of the
premises which may continue to comply with the existing City

sincerely

Bernard W. Petech

BW Petech
City of Portland

CITY OF PORTLAND, MAINE

Application for Permit to Install Wires

Permit No. 5-11-86
 Issued EPF 1965
 Portland, Maine

To the City Electrician, Portland, Maine:

The undersigned hereby applies for a permit to install wires for the purpose of conducting electric current, in accordance with the laws of Maine, the Electrical Ordinance of the City of Portland, and the following specifications:

(This form must be completely filled out - Minimum Fee, \$1.00)
 Owner's Name and Address: 137 W. Main St. Portland, Me.
 Contractor's Name and Address: W. H. Carter 24 Portland Tel: 775-3391
 Location: 69th Avenue
 Use of Building: Use of Building
 Number of Families: 17 Apartments 17 Stores 3
 Description of Wiring: New Work ✓ Alterations ✓

Pipe Cable Metal Molding BX Cable Plug Molding (No. of feet)
 No. Light Outlets Plugs Light Circuits Plug Circuits
 FIXTURES: No. Light Switches Floor or Strip Lighting (No. feet)
 SERVICE: Pipe Cable Underground No. of Wires Size
 METERS: Relocated Added Total No. Meters
 MOTORS: Number Phase H. P. Amps Volts Starter
 HEATING UNITS: Domestic (Oil) No. Motors Phase H.P.
 Commercial (Oil) No. Motors Phase H.P.

APPLIANCES: No. Ranges Electric Heat (No. of Rooms) Brand Feeds (Size and No.)
 Elec. Heaters Watts
 Miscellaneous Watts
 Transformers Air Conditioner (No. Units) Extra Cabinets or Panels
 Will commence work 1966 Ready to cover for 1966 Signs (No. Units)
 Amount of Fee \$ 1.00 Inspection

Signed: W. H. Carter

DO NOT WRITE BELOW THIS LINE

SERVICE VISITS:	METER	GROUND
1 3/5/66 2	3	4
7	9	10
		11
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REMARKS:

(Handwritten notes and signatures in the remarks section)

INSPECTED BY: G. J. [Signature]
 (OVER)

**DECLARATION OF CONDOMINIUM
(With Attached By-Laws)**

OF

**THE WENTWORTH CONDOMINIUMS
At Sherman Street**

Hickory-Stick Development, LLC

January 11, 2006

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DECLARATION OF CONDOMINIUM

The Wentworth Condominiums At Sherman Street

Hickory-Stick Development, LLC, is the owner of the real estate described in this document. Hickory-Stick Development, LLC, will be known throughout this document as the Declarant. They hereby create this condominium by recording this document, known as a Declaration of Condominium, in the Cumberland County Registry of Deeds. This condominium shall be known and hereafter referred to as The Wentworth Condominiums at Sherman Street. The date of this Declaration is January 11, 2006.

Some of the words used in this document have a special legal meaning as provided in Article 2 of this Declaration.

ARTICLE 1 - SUBMISSION

Section 1.1. Property.

Declarant, owner of certain property located in Portland, County of Cumberland, and State of Maine, hereby submits the real estate described in Exhibit A, which is attached to this Declaration, to the terms of the Maine Condominium Act, as now enacted and as it has been from time to time amended by the Maine legislature. This act is found in Title 33, chapter 31 of the Maine Revised Statutes. The real estate submitted to the provisions of the Maine Condominium Act is known as the "Property". The maximum number of Units in the Condominium shall be 17. The Units are numbered consecutively 1 through 17. The Plats and Plans for this condominium are recorded in the Cumberland County Registry of Deeds at Condominium File

BOOK 206 - PAGES 20-25

Section 1.2. Address of Condominium.

The address of the Condominium is 65 Sherman Street, Portland, Maine.

ARTICLE 2 - DEFINITIONS

Section 2.1. Meaning of Terms.

Terms contained in The Declaration, Bylaws and Plats and Plans shall be interpreted according to the definitions found in the following section. Other terms not defined in the following section shall have the meanings given to them by the Maine Condominium Act. If the terms found in this Declaration are not defined in the Declaration or in the Maine Condominium Act, they shall have their ordinary meanings.

Section 2.2. Definitions.

The terms defined in this section have meanings which apply to the Declaration, the Bylaws, the Plats and Plans:

- (a) "Allocated Interests" means the undivided interests in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit
- (b) "Association" means the Unit owner's Association of the Condominium, known as The Wentworth Condominiums Association".
- (c) "Board of Directors" means the Board of Directors of the Condominium Association.
- (d) "Bylaws" means the bylaws of the Condominium Association, as they may be amended from time to time.
- (e) "Common Elements" (or in the singular, a "Common Element") means all portions of the Condominium other than the Units.
- (f) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves;
- (g) "Condominium Documents" includes the Declaration, Plats and Plans, Bylaws, and Rules and Regulations.
- (h) "Declarant" means the Declarant described in Section 1.1 above.
- (i) "Declaration" means this document, as it may be amended from time to time.
- (j) "Development Rights" means the rights to add real estate to the Condominium, create additional Units, subdivide Units, convert Units to Common Elements, and to withdraw land from the Condominium, reserved to a Declarant. The Declarant has reserved no Development Rights in the Declaration.
- (k) "Eligible Mortgage Holder" means the holder of a Recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice states the Mortgagee's name and address, the Unit owner's name and address, and the identifying number of the Unit, and states that the mortgage is a Recorded first mortgage.
- (l) "Insurance Trust Agreement" means any agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 9.3.
- (m) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds according to any Insurance Trust Agreement.
- (n) "Limited Common Elements" means those parts of the Property either described in the Act, this Declaration or the Plats and Plans as being Limited Common Elements.
- (o) "Mortgagee" means the holder of any Recorded first mortgage encumbering one or more of the Units.
- (p) "Periodic Assessment" means the Unit owner's share of the anticipated

Common Expenses, assigned by Unit, for each period of the Association's fiscal year as reflected in the budget adopted by the Board of Directors for such year.

- (q) "Property" means the Property described in Section 1.1. above.
- (r) "Plats and Plans" means the Plats and Plans for the Condominium, reduced copies of which are attached to the Declaration as Exhibit C.
- (s) "Record", "Recorded" or "Recording" refers to filing as a permanent record in the Cumberland County Registry of Deeds.
- (t) "Rules and Regulations" means the rules and regulations adopted by the Declarant or the Board of Directors.
- (u) "Special Assessment" means a Unit owner's share of any assessment made by the Board of Directors in addition to the Periodic Assessment.
- (v) "Special Declarant Rights" means those rights, defined as such in the Maine Condominium Act, and described as such, which the Declarant has reserved to itself as set forth in Article 15 and elsewhere in this Declaration.
- (w) "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

Section 2.3. Provisions of the Act.

The provisions of the Maine Condominium Act shall apply to the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

ARTICLE 3 - UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES

Section 3.1. Unit Boundaries for Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

The boundary lines of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 are as follows:

- (1) Perimeter Boundaries: The Unit is the real property consisting of the space filled with air and the rights of possession therein and all improvements lying therein within the vertical planes described below and as shown on the Plats, and Plans. The boundary line between adjoining units is the midpoint of the wall separating the units.
- 1A) Location of Vertical Planes. The vertical planes of the Unit are the exterior surface of the vertical walls of the building contained within the Unit (except where the Unit bounds another Unit, in which case the boundary shall be the midpoint of the wall separating the Units), the Unit to include

any finish material such as paint or stain. In addition, the Unit will contain all overhangs and any other structural parts of the building attached to the building but not within the vertical planes, but shall not include open decks, exterior stairs or stoops, which shall be Limited Common Elements. Any substantial change in the location of the vertical boundaries shall be noted on an amended plat and shall be recorded in the Registry of Deeds.

- (2) Exclusions: Except when specifically included by other provisions of Section 3.1, the following is excluded from each Unit: the spaces and improvements lying outside of the boundaries described in section 3.1 (1) above, pipes, ducts, wires, conduits, drainage systems and ways, and other facilities running through or within any Unit for the purpose of furnishing sewerage, utility, access, water and other similar services to other units or Common Elements. These improvements are Common Elements. Pipes, wires, ducts and cables are a Common Element up to the valve, switch or shutoff between commonly and exclusively used portions, with the valve or switch being part of the Unit, Facilities serving a Unit and lying within the Common Elements are Limited Common Elements appurtenant to the Unit served.
- (3) Inconsistency with Survey: If the Survey is inconsistent with this definition, then this definition will control.
- (4) Each Unit's identifying number is shown on the Plats and Plans and on Exhibit C.

Section 3.2. Maintenance Responsibilities.

All Unit Owners shall be solely and completely responsible for all repairs, maintenance and replacement, if necessary, of the building contained within his or her Unit, and for all porches, decks, doorstops and other structures attached to or used by the Unit owner.

Any chutes, pipes, flues, ducts, wires, conduits and other facilities running through or under the Unit for the purpose of furnishing utility and similar services to other Units or Common Elements shall be the responsibility of the Association to maintain, repair and replace, if necessary.

Section 3.3. Subdivision of Units.

No Unit owner shall have the right to subdivide his Unit, either physically or into time shares.

Section 3.4. Utilities.

The cost of utility services, including, water, sewer, electricity, heat, **cable**, telephone or propane shall be allocated to the owner of the Unit using such services, to the extent that the amounts allocated to such utility service can be measured or reasonably estimated. To the extent that they cannot be so measured or estimated, the

cost of such service shall be assessed according to the Percentage Liability for expenses set out in Section 5.2.

ARTICLE 4 - DESCRIPTION AND LOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1. Common Elements.

The Common Elements are all portions of the Property that are not part of the Units. The Common Elements include most of the land and grounds.

Section 4.2. Limited Common Elements.

Limited Common Elements are designated portions of the Common Elements which are reserved for the exclusive use of a particular Unit or Units, to the exclusion of other Units. They consist of the following:

- (a) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside of 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) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- (c) All other Limited Common Elements are shown on the Plats and Plans. The Units to which they are allocated is also shown on the Plats and Plans.

Section 4.3. Subsequent Allocation as Limited Common Elements.

Reserved.

Section 4.4. Parking Spaces.

The parking area shown on the Lot adjacent to the building is reserved for the benefit of Unit owners and their guests. Each Unit Owner shall have a right to the use of one (1) parking space in that lot. The remaining fourteen (14) parking spaces shall be governed in accordance with the Condominium Rules and Regulations attached hereto and made a part hereof, seven (7) of those said parking spaces shall be governed by the Home Owner's Association in accordance with the Lease Agreement by and between Sherman Investments, LLC to HCR Properties, LLC, as evidenced by a Memorandum of Lease dated May 10, 2002 and recorded in Book 17644, Page 174. The Association may establish whatever additional rules or policies concerning parking as it deems appropriate, however, it may not by vote, or otherwise, revoke the one (1) parking space reserved to each Unit herein. Accordingly, after formation of the Home Owner's Association, the Association shall specifically designate to each Unit, by number, the one (1) parking space to which it is entitled.

Section 4.5. Alteration of Common Elements by the Declarant.

The Declarant reserves the right to modify, alter, remove, or improve portions of the Common Elements, including without limitation any equipment, fixtures, and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until all Units are sold.

ARTICLE 5 - THE ALLOCATED INTERESTS

Section 5.1. The Percentage Interest (Each Unit's Undivided Ownership Interest in Common Elements).

Exhibit B of this Declaration contains a list of all Units by their Identifying Number and their Percentage Interest.

Section 5.2. Each Unit's Common Expense Liability.

The Common Expense Liability of each Unit is determined on the basis of its percentage.

Section 5.3. Each Unit's Voting Rights.

Each residential dwelling shall have one vote, as set forth in Exhibit B of this Declaration.

ARTICLE 6 - EASEMENTS

Section 6.1. Declarant's Easement Rights and Other Rights.

Until the construction, marketing and sale of all Units is completed, the Declarant shall have easement and other rights, as follows:

- a. For ingress and egress to the Common Elements and Limited Common Elements on behalf of himself, his agents, employees, officers, contractors, subcontractors and prospective purchasers of Units, including the right to park on the Property and to store construction materials and vehicles.
- b. To use any Units owned or leased to the Declarant as models, management offices, sales offices or customer service offices. To permit prospective tenants, purchasers and other to visit that office and use the Common Elements and use unsold Units for sales, leasing and display purposes.
- c. To place signs on the Property during marketing of Units.
- d. To construct, maintain, repair, renovate, replace or correct the Units, the Common Elements, and the Limited Common Elements.
- e. To maintain and correct drainage of surface water on the Property, along with the right to cut any trees, bushes or shrubbery, to grade the soil, or take any other action reasonably necessary to maintain reasonable standards of health, safety and appearance. Upon finishing such work, the Declarant shall restore the affected property as closely to its original condition as practicable.

f. To connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that the Declarant shall be responsible for the cost of service so used.

g. The nonexclusive right to grant and reserve easements and rights-of-way through, under, over and across the Units, Common Elements and Limited Common Elements for the installation, maintenance and inspection of water, sewer, gas, electricity, telephone, cable TV and other utilities, as well as for drainage.

h. To modify, alter, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including equipment, fixtures and appurtenances when in the Declarant's judgment it is necessary or desirable to do so.

i. Until the construction, marketing and sale of all Units are completed, to locate on the Property, (even though not depicted on the Plats and Plans,) and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the Property. These may include water, electric, telephone, television, fuel, and sewer services. No such easement shall be effective until Recorded. No such easements may be granted through Units that have been sold by Declarant to consumers. The Common Elements shall be promptly restored upon installation and repair.

The Declarant's rights under this section 6.1 may not be amended by the Unit owners and shall continue until Declarant has conveyed all Units to Unit purchasers.

Section 6.2. Unit Owners Easement and Other Rights.

Each Unit owner shall have easement rights and other rights as follows:

a. Every Unit owner has an unrestricted right of ingress and egress to his or her Unit. This right is perpetual so that it passes with the Unit estate as transfers of ownership of the Unit occur. The Board of Directors may by regulation limit access of Unit Owners to those portions of the Common Elements, such as machinery or equipment rooms or management offices, which it deems desirable or necessary, provided the Unit Owners shall nevertheless have unrestricted access to their Unit. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred

b. To use (in common with other Unit owners) all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

c. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

d. For the installation, repair, maintenance, use, removal and/or replacement of

lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or which serve any Unit but which encroach into a part of a Common Element adjacent to such Unit. However, this shall not interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building.

Section 6.3 Board of Directors Easement and Other Rights.

a. The Board of Directors shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

b. The Board of Directors, officers, agents and employees, and the managing agent and every other person authorized by the Board of Directors has the irrevocable right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit for making additions or improvements to the Common Elements.

c. The Board of Directors, officers, agents and employees, and the managing agent and every other person authorized by the Board of Directors has the irrevocable right and easement to have access to each Unit to make repairs to any Unit if such repairs are reasonably necessary for public safety or to prevent damage to the Unit, any other Unit or Units, the Common Elements or the Limited Common Elements, or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Until the expiration of any applicable warranty period, such entry shall be permitted to perform such warranty-related work whether or not the Owner of the Unit consents or is present at the time.

d. The Board may limit the use of common area amenities of Unit owners who are delinquent in payment of their assessments.

Section 6.4. Encroachments.

Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements. Each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements as a result of settling or shifting of any Building or Buildings in which they are located or other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited

Common Elements, a valid permanent easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist, as long as the physical boundaries of the Units will be in substantial accord with the description of those boundaries that appears in this Declaration.

ARTICLE 7 - RESTRICTIONS ON USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS.

Section 7.1. General.

The following restrictions will apply to use generally of the Condominium.

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

b. Alteration of Exterior Appearance: Maintenance. In order to maintain consistency within the condominium, the owner of a Unit shall not substantially alter the exterior appearance of the Building within the Unit, including by way of example but not by way of limitation, exterior doors, without the prior written consent of the Board of Directors.

c. Trash. No Unit owner may place any garbage, trash, or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Board of Directors.

d. Fire Insurance Premiums. No Unit shall be used, occupied, or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Board of Directors.

e. Signs. Except as allowed in this Article, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Board of Directors. Unit owners shall obtain permission from the Board of Directors to place a small, attractive sign on the Common Elements advertising the unit for sale, which permission shall not be unreasonably withheld.

f. Boats, Trailers, Large Vehicles. No travel or boat trailers, boats, or commercial vehicles shall be placed or stored in the parking area. All automobiles shall only be parked in the designated parking area adjacent to the building.

g. Other Items on the Common Elements. No Unit owner may obstruct the Common Elements in any way. No Unit owner may store anything in or on the Common Elements without the prior written consent of the Board of Directors.

Section 7.2 Pets.

Owners of Units may bring up to two of their own pets of the usual household type on the Property, not to exceed fifty pounds each, provided that they are leashed when outside the Units, do not disturb the quiet enjoyment of Unit owners or their

tenants, and provided that prior to bringing the pets to the Property, the pet owner provides the Board of Directors with a certificate of insurance evidencing the keeping of the pets (**particularly** described) on the Property and naming the Association as an additional insured. Furthermore, the pet owner agrees to hold harmless and indemnify the Declarant, the Association, its Board of Directors, and other Unit owners of and from any and all manner of action and actions, cause and causes of action, suits, damages, judgments, executions, claims for personal injuries, property damage and demands whatsoever, in law or in equity, including reasonable attorneys fees to enforce this provision, arising from the pet owners keeping of such pets on the Property. No lessee, tenant or guest shall be allowed to bring or keep pets on the Common Elements or in any Unit. Unit owners shall pick up after their pets. Pets commonly known to possess aggressive behavior or that actually exhibit unprovoked aggressive behavior is prohibited. The provisions of this Section may not be amended without the consent of the Declarant until Declarant has **conveyed** all of the Units to purchasers. After conveyance of all Units, the Home Owner's Association may amend this section upon majority vote of **all** Unit Owners.

Section 7.3 Occupancy, Lease and Sale of Units.

a. Use as Dwelling. The Units in the Condominium are restricted to residential use. The Units may not be used for any other purposes (including business or commercial use) by the Unit owner or any future Unit owner, except that a home office, not requiring public visitors or employees shall be allowed. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence.

b. Limitations on Occupancy: Occupancy of a Unit, by Unit owners or lessees, shall be limited to the number of persons the Unit was designed to accommodate, as the same may be determined by the Board of Directors.

c. Sale; Right of First Refusal. A Unit owner may **sell** his Unit at any time. The Association reserves no right of first refusal or other restriction on sale.

d. Lease. A Unit owner may lease his Unit, subject to the following:

1. **All** leases must be in writing and in a form approved by the Board of Directors and be subject to the requirements of the Declaration, Bylaws, rules and regulations of the Association. The Board shall require leases to provide effective remedies to the Association, including the power to evict tenants, in the event of violation of the Declaration, Bylaws or rules and regulations by tenants. This Section shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a Unit so acquired by the Mortgagee.

2. The minimum lease term shall initially be one year, subject to alteration **by** Rules adopted by the Board of Directors.

3. At the time of such leasing, the tenant shall be given a copy of the existing rules governing conduct.

4. Owners of Units shall be responsible for any actions of their tenants

and guests. Owners shall pay for damage to the Common Elements caused by tenants or guests.

5. Each tenant is hereby declared to be subject to and be bound by all of the covenants, restrictions, and conditions set forth in the Condominium Documents.

Section 7.4 Violation of conditions of approval.

Violation of any condition of approval of the Property imposed by a governmental review board or agency shall be a violation of this Declaration and shall subject the violator to fines and other remedies allowed by this Declaration and the Maine Condominium Act.

Section 7.5. Applicability of Occupancy and Use Restrictions, and Rules, to Declarant during development and construction.

Those activities that are conducted as a part of the marketing and construction which the Declarant is obligated to complete pursuant to reservations of its easement pursuant to this Declaration and the use for sales purposes reserved pursuant to this Declaration and the construction and development program by the Declarant under such reservation, may be carried out within the Unit and the appurtenant Common Elements, free of restrictions. The provisions of this section may not be changed without the consent of the Declarant.

ARTICLE 8 - RIGHTS OF MORTGAGEES, INSURERS, AND GUARANTORS

Section 8.1. Subject to Declaration.

All mortgages on Units are subject to the provisions of the Act, the Declaration, the Plats and Plans and the rules and regulations, whether the mortgage says so or not.

Section 8.2. Rights of Eligible Mortgage Holders.

- (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:
- (1) The termination of the Condominium pursuant to Section 1602-118 of the Act;
 - (2) A change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
 - (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(a) of the Act for purposes other than the repair or restoration of the damaged property;

- (6) The adoption of any proposed budget by the Board of Directors and the date of any scheduled Unit owners meeting to consider ratification thereof; a summary of the proposed budget shall **accompany** this notice; and
 - (7) Any default in the performance or payment by a Unit owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities.
- (b) In the event of any proposed actions described in Subsection (a), paragraphs (1), (2), (3), (4), or (5) above, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit owner to cast the votes assigned to that Unit or give or withhold any consent required of the Unit owner for such action. The Eligible Mortgage Holder does this by delivering written notice to the Association with a copy to the Unit owner before or at the time of the taking of the proposed action. The notice shall be sent by prepaid United States mail, return receipt requested, or by hand delivery. Failure of the Eligible Mortgage Holder to so exercise such rights shall be a waiver of them and shall not prevent the Unit owner from exercising such rights. In the event of any default described in Subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.
 - (c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Board of Directors meetings for the purposes of discussing the matters described in Subsection (a), paragraphs (1) through (6).

Section 8.3. Rights of Mortgage Holders, Insurers, or Guarantors.

- (a) The Association shall send timely prior written notice by prepaid United States mail to holders, insurers and guarantors of the Mortgage on any Unit of the following matters:
 - (1) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgage.
 - (2) Any sixty (60) day delinquency in the payment of Periodic Assessments or other charges owed by the owner of any Unit on which it holds the Mortgage.
 - (3) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
 - (4) Any proposed action that requires the consent of fifty-one percent (51%) of the Eligible Mortgage Holders.
- (b) To receive such notice, the mortgage holder, insurer, or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insures, or guarantees the Mortgage.

Section 8.4. Liability for Use and Charges.

Any Mortgagee who obtains title to a Unit by mortgage foreclosure or a deed in lieu of foreclosure shall not be liable for such Unit owner's unpaid assessments or charges which accrue before the acquisition of title to such Unit by the Mortgagee,

except to the extent otherwise provided for in the Act and except where such Mortgagee is liable as a Unit owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit owners being reassessed for the aggregate amount of such deficiency.

Section 8.5. Books and Records.

Any Mortgagee shall have the right, exercisable by written notice to the Board of Directors, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 9 - INSURANCE

Section 9.1. Insurance Coverage Required.

- (a) Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available:
- (1) Property insurance on the Common Elements and the Units, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be 100% of the replacement cost value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

To the extent reasonably available, the Property Insurance shall carry either of the following endorsements:

 - a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance); or
 - a Replacement Cost Endorsement (under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance).
 - 2) Comprehensive Liability insurance, including medical payment's insurance, in an amount determined by the Board of Directors but not less than One Million (\$1,000,000.00) for personal injury and property damage for any single occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common

Elements.

- (a). Such policy shall insure Unit owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof.
 - (b) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which prevents the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or another Unit owner.
 - (c) Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, and any liability resulting from law suits related to employment contracts in which the Association is a party.
 - (d) Broadform extended liability endorsements will also be included with such endorsements covering personal injury, contractual, broad form property damage and other commonly included perils.
 - (e) Liability for nonowned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects will also be included.
 - (f) The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board of Directors and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Declaration.
- (b) The insurance maintained under subparagraph (a) (1) above, to the extent reasonably available, must include the Units but need not include improvements and betterments installed by Unit owners. Also, if an improvement or betterment that is to be installed by a Unit owner is valued at \$1,000.00 or greater, prior written approval must be obtained from the Condominium Association before the work may begin.
 - (c) If the insurance described in subsection (a) is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States' mail to all Unit owners.
 - (d) Insurance policies carried pursuant to subsection (a) must provide that:
 - (1) 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;
 - (2) The insurer waives its right to subrogation under the policy against any Unit owner of the condominium or members of his household;
 - (3) 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
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (e) Any loss covered by the property policy under subsection (a), paragraph(1), and subsection (b) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Mortgagee. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit owners and lien holders as their interest may appear. Subject to the provisions of subsection (h), the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the condominium is terminated.
- (f) An insurance policy issued to the Association does not prevent a Unit owner from obtaining insurance for his own benefit.
- (g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit owner or Mortgagee. The insurer issuing the policy may not cancel or refuse to renew it within 30 days of the renewal date of the insurance policy, except in the case of cancellation for non-payment of premium, in which case 10 days written notice must be given by the insurer. Notice of non-renewal or cancellation must be mailed to the Association, each Unit owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.
- (h) Any portion of the condominium for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:
- (1) The condominium is terminated;
 - (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
 - (3) 80% of the Unit owners, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire condominium is not repaired or replaced:

- (1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium;
- (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited

- Common Elements were allocated or to their respective lien holders as their interests may appear; and
- (3) the remainder of the proceeds shall be distributed to all the Unit owners or lien holders as their interests may appear in proportion to the Common Element interests of all the Unit owners. If the Unit owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under section 1601-107, subsection (a) of the Maine Condominium Act, and the Association promptly shall prepare, execute and Record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, section 1602-118 of the Maine Condominium Act governs the distribution of insurance proceeds if the condominium is terminated. In the event that there are multiple Buildings or locations, insurance may be written on a "blanket" basis. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision, in an amount to be determined **by** the Board of Directors. However, the maximum deductible amount is the lesser of \$10,000 or 1% of the policy face amount. Funds to cover these deductible amounts should be included in the operating reserve account that is maintained by the owners' Association but not less than \$1000.

If the Board of Directors fails within sixty (60) days after the date of an insured loss to start a claim for damages recoverable under the policy or policies obtained under to this paragraph (a), any Mortgagee may start such a claim on behalf of the Association.

- (i) The Association shall also maintain, to the extent reasonably available:
- (1) Workers compensation. Such worker's compensation insurance as applicable laws may require. Independent contractors must provide the Association with appropriate certificates of insurance.
 - (2) Directors and Officers insurance. Insurance to satisfy the indemnification obligation of the Association and all Unit owners set out in Article 10, if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance".
 - (3) Bond. A blanket bond to cover treasurers and other Association members who handle money of the Association.

Section 9.2. Further Provisions.

Insurance obtained by the Association shall be in accordance with the following provisions:

- (a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 9.1. (a), such company must hold a general policy holder's rating of at least "B+" by Best's Insurance Reports at time of insurance or by an equivalent rating bureau should Best's Insurance

Reports cease to be issued.

(b) The Board of Directors, or its representative, has exclusive authority to adjust losses under policies.

(c) Each Unit owner may obtain additional insurance at his own expense; provided, however, that:

- (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and
- (2) no Unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Unit owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner and other than property and liability insurance covering individual Units, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Unit owner;

(f) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Board of Directors, or because of any breach of warranty or condition or any other act or neglect by the Board of Directors, or any Unit owner or any other person under either of them;

(g) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Board of Directors) except by the insurer giving at least thirty (30) days' prior written notice thereof, except in the case of cancellation for non-payment of premium, in which case ten (10) days' written notice must be given by the insurer to the Board of Directors, the Insurance Trustee, if any, Unit owners, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in such policies, and every other party in interest who shall have requested such notice of the insurer.

(h) Insurance policies under Section 9.1 (a) shall contain a standard Mortgagee clause which shall:

- (1) provide that any reference to a Mortgagee in such policy shall mean and include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein;
- (2) provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Unit owners or any persons under any of them;
- (3) Waive any provision invalidating such mortgagee clauses caused by

- reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay any premium thereon, and any contribution clause; and
- (4) Provide that without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee designated by the Board of Directors for that purpose, otherwise to the Association.
 - (i) Property insurance provided under Section 9.1 (a) shall contain the following endorsements:
 - (1) Agreed Amount Replacement Cost and Inflation Guard Endorsement, when it can be obtained;
 - (2) Building Ordinance or Law Endorsements, if there is a construction code provision that requires changes to undamaged portions of the Building even when only part of the Condominium is damaged or destroyed by an insured hazard.

Section 9.3. Insurance Trustee and Power of Attorney.

The Board of Directors may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (known as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Section 9.4. Repair of Damage or Destruction.

The repair or replacement of any damaged or destroyed portion of the Condominium shall comply with Sections 1603-113(e) and (h) of the Act.

Section 9.5. Flood Insurance; Additional Insurance.

The Board of Directors shall carry Flood insurance if the property is in a flood hazard zone as determined by federal flood hazard maps.

The Board of Directors may obtain additional insurance which it deems advisable.

ARTICLE 10 - LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Board of Directors.

The Board of Directors, and its members in their capacity as members, officers and employees, shall have no personal liability arising out of their duties, except the Board of Directors members' own willful misconduct or gross negligence.

Section 10.2. Indemnification.

The Association shall indemnify present and former Board of Directors members

and officers against expenses, liabilities and attorneys fees reasonably incurred in the course of their duties as Board of Directors members or officers of the Association, except for willful misconduct or gross negligence. However, if a claim against a present or former member of the Board of Directors or officer is settled by negotiation rather than through the insurance coverage, such expenses, liabilities and attorneys fees shall be paid only if the Board of Directors votes such payment as being in the best interests of the Association.

The indemnification by the Unit owners set forth in this Section 10.2. shall be paid by the Association on behalf of the Unit owners as a Common Expense. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board of Directors member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

Section 10.3. Joint and Several Liability of Unit owners and Lessees.

Each Unit owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 10.4. Defense of Claims.

Complaints brought against the Association, the Board of Directors or the officers, employees or agents in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice to the Unit owners and the holders of any mortgages. Such complaints shall be defended by the Association. The Unit owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3. against one or more but less than all Unit owners shall be defended by such Unit owners who are defendants themselves and such Unit owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Units.

ARTICLE 11 - UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents.

The provisions of Condominium documents, the Act, and the deeds to Units shall apply to all owners, tenants, occupants and Mortgagees of Units. The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement to comply with the Act, the Condominium documents and the deed. However, nothing contained in this Declaration shall impose upon any tenant or Mortgagee of a Unit any obligation which the Act or the Condominium documents make applicable only to Unit owners (including the obligation

to pay assessments for Common Expenses). All of such provisions shall 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, mortgage or lease. The Association and any aggrieved Unit owner shall have a right of action against Unit owners who fail to comply with the provisions of the Condominium Documents or with decisions made by the Association or the Board of Directors. Aggrieved Unit owners shall have similar rights of action against the Association.

Section 11.2. Eminent Domain.

Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit owner shall be entitled to notice of that fact and shall be entitled to participate in the eminent domain proceedings. However, the Association shall officially represent the Unit owners in such proceedings. In any proceedings for the determination of damages, such damage shall be determined for such taking, injury or destruction as a whole and not for each Unit owner's interest and any award for such damage shall be payable to the Association for the benefit of the Unit owners and of the Mortgagees of the Units.

Section 11.3. Unit Owner's Rights and Duties.

Each Unit estate owner in a condominium project shall be subject to all the rights and duties assigned to owners under the terms of this Declaration. When there are unsold Units in the project, the Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

ARTICLE 12 - BOARD OF DIRECTORS OF THE ASSOCIATION

Section 12.1. Members.

(a) The initial Board of Directors shall consist of 3 members. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with Unit owners other than the Declarant under the provisions of paragraph (b) of this Section 12.1.

(b) The transition from Declarant-appointed members of the Board of Directors to Unit owners other than the Declarant shall occur as follows:

- (1) No later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Unit owners other than the Declarant or (ii) five (5) years following conveyance of the first Unit to a Unit owner other than the Declarant, members of the Board of Directors appointed by the Declarant shall resign and the Unit owners (including the Declarant to the extent of Units owned by the Declarant) shall elect 5 new members of the Board of Directors.

- (2) The members of this Board of Directors shall serve until the first regular election of the Board of Directors held at the first regular meeting of the Association held in accordance with the Bylaws.
- (c) The Board of Directors shall have all of the duties and powers granted to the Board of Directors by the Act.

Section 12.2. Disputes Between Unit Owners.

The Board of Directors has the power to decide any dispute or disagreement between any Unit owners other than Declarant relating to the Property. The Board of Directors also has the power to make a final and binding decision about the interpretation and application of the provisions of the Condominium Documents. The Board of Directors or any Unit owner shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense. Disputes between one or more Unit owners and the Declarant are governed by Section 19.8.

Section 12.3. Abating and Enjoining Violations by Unit Owners and Others.

The Board of Directors and any aggrieved Unit owner have a right of action in court to enjoin, abate or remedy any violation of the Condominium documents by Unit owners. Unit owners have a similar right of action against the owners' association.

ARTICLE 13 - MANAGEMENT

The Association may employ a professional experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the Act and the Condominium Documents. No agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days' written notice. It can be canceled by the Board of Directors with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall not exceed one (1) year but may be renewed upon consent of the Association.

ARTICLE 14 - ASSESSMENTS; LIABILITY OF UNIT OWNERS

Section 14.1. Power to Assess.

The Association, acting through the Board of Directors in accordance with the Bylaws, shall have the power to determine the sums necessary and adequate to provide for the Common Expenses, including reserve funds as set forth in this Article.

Section 14.2. Special Assessments.

If the cash requirement estimated at the beginning of any fiscal year is not sufficient, the Board of Directors shall have the power to levy one or more Special Assessments against each Unit owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice given to Unit owners by the Board of Directors.

Section 14.3. Payment of Assessments.

Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at eighteen percent (18%) per annum from the due date until paid. In the sole discretion of the Board of Directors, an additional assessment of \$25.00 per assessment not paid when due may be charged.

Section 14.4. Failure to Fix New Assessments.

If there is a failure to fix new Periodic Assessments as required by the Bylaws, the Unit owners shall pay the Periodic Assessments at the existing rate. If the Board of Directors changes the Periodic Assessment later, the difference between the new Periodic Assessment, if greater, and the previous Periodic Assessment (up to the effective date of the new Periodic Assessment) shall be treated as if it were a Special Assessment under Section 14.2; thereafter each Unit owner shall pay the new Periodic Assessment. In the event the new Periodic Assessment is less than the previous year's Periodic Assessment, the Board of Directors may refund the surplus to the Unit owners, credit the surplus against future Periodic Assessments or retain the surplus for reserves.

Section 14.5. No Exemption by Waiver.

No Unit owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 14.6. Personal Liability of Unit Owners.

Unit owners are personally liable for unpaid Periodic and Special Assessments assessed against their Unit. These assessments also constitute a lien against the Unit, pursuant to Section 1603-116 of the Act.

Section 14.7. Liability of Purchaser for Unpaid Assessments.

Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest in a Unit, the grantee shall not be personally liable (and the Unit shall not be subject to a lien) for unpaid assessments accrued prior to the time of transfer, for amounts in excess of the amounts set forth in any Resale Certificate provided by the Association, unless such grantee agrees to assume the obligation.

Section 14.8. Subordination of Certain Charges.

Any Periodic Assessments or any fees, charges, late charges, fines and interest

that may be levied by the Association according to Section 1603-102 of the Act shall be subordinate to any first mortgage lien Recorded before such Periodic Assessments, fee, charge, late charge, fine or interest was due.

Section 14.9. Working Capital Fund.

Declarant shall establish a working capital fund equal to a minimum of two (2) months estimated Common Expense Liability. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit in a segregated working capital fund that shall be maintained in the same account for the use and benefit of the Association. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense Liability and no Unit owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. The Declarant may not use the working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association.

ARTICLE 15 - DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 15.1. Development Rights.

The Declarant reserves no Development Rights in the Condominium after its sale.

Section 15.2 Special Declarant Rights

The Declarant reserves those Special Declarant Rights found in Article 6, Article 12 and elsewhere in this Declaration.

ARTICLE 16 - ASSIGNABILITY OF DECLARANT'S RIGHTS.

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

ARTICLE 17 - AMENDMENT OF DECLARATION

Section 17.1. General Rule: Sixty-Seven Percent Approval Required for Amendments.

Sixty-Seven Percent of all votes in the Association (not just those who vote) are required to adopt amendments to the Declaration. Amendments may also require consent of Mortgage Holders or Eligible Mortgage Holders, as set forth in this Declaration.

Section 17.2. Exceptions to Sixty-Seven Percent rule; Amendments as to Particular Matters.

The following amendments are subject to their own particular requirements and

do not require the 67% vote set forth in Section 17.1.

1. The Declarant shall make conforming amendments to the Declaration and the Plats and Plans upon the exercise of any Development Right set forth in Article 15.

2. The Board of Directors shall make conforming amendments to the Declaration and the Plats and Plans upon the following events and Record the amendments in the Registry of Deeds in order for them to become effective. The Board may charge affected Unit owners its cost incurred in doing so, including but not limited to the cost of survey, attorney=s fees and recording costs.

a. taking of a portion of the Property by eminent domain or the termination of the condominium.

b. The relocation of boundaries between adjoining Units, approved by the affected Unit owners, to the extent allowed by this Declaration and the Maine Condominium Act.

Section 17.3. Recording required to be Effective; Association Officer to Certify and Record Amendments.

Every amendment to the Declaration must be recorded at the Cumberland County Registry of Deeds and is effective only upon recordation. Notice of the amendment shall be sent to all Unit owners and Mortgagees known to the Board of Directors, but failure to send such notices shall not affect the validity of the amendment. Amendments to the Declaration required by this Act to be Recorded by the Association shall be prepared, executed, Recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 17.4. Further Approval of Eligible Mortgage Holders Required for Material Changes.

In addition, approval of amendments of a material nature must be obtained from owners who represent at least 67% of the total allocated votes in the owners' Association and Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or the priority of assessment liens;
- (c) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) Redefinition of any Unit boundaries;
- (g) Convertibility of Units into Common Elements or vice versa;

- (h) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium
- (l) Hazard or fidelity insurance requirements;
- (j) Imposition of any restrictions on leasing of Units;
- (k) Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;
- (l) A decision by the owners' Association of a project that consists of 50 or more Units to establish self-management if professional management had been required previously by the Declaration or an Eligible Mortgage Holder;
- (m) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

If the amendment is not of such material nature, the approval of a Mortgagee may be assumed when that Mortgagee has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 18 – TERMINATION, CONDEMNATION, DESTRUCTION AND LIQUIDATION.

Any action to terminate the legal status of the project after substantial destruction or condemnation occurs must be agreed to by Unit owners who represent at least 80% of the total allocated votes in the owners' Association and by Eligible Mortgage Holders that represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders.

Termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property must be agreed to by Unit owners who represent at least 80% of the total allocated votes in the owners' Association and by Eligible Mortgage Holders that represent at least 67% of the votes of the mortgaged Units. Implied approval to be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Act.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1. Headings.

The headings used in this Declaration and the table of contents are inserted

solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 19.2. Severability.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion of them shall not affect the validity or enforceability of any other provision or portion, unless such deletions shall destroy the uniform plan of development and operation of the Condominium project which this Declaration is intended to create.

Section 19.3. Applicable Law.

This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 19.4. Interpretation.

The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

Section 19.5. Effective Date.

This Declaration shall become effective when it and the Site and Floor Plans have been Recorded.

Section 19.6. Notices.

All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

Section 19.7. Exhibits.

All exhibits attached to this Declaration are hereby made a part of this Declaration.

Section 19.8. Arbitration.

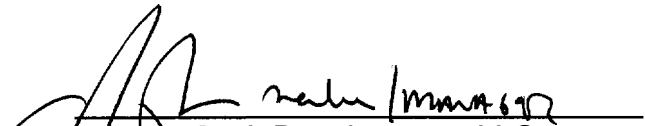
In any dispute between one or more Unit owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall

be decided by arbitration in accordance with the Maine Uniform Arbitration Act unless the parties mutually agree otherwise. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed as of the day and year first above written.

WITNESS




Hickory-Stick Development, LLC
J. Tyler Rohrer, Member Manager

**STATE OF NEW HAMPSHIRE,
COUNTY OF ROCKINGHAM**

January 11, 2006

Then personally appeared the above named J. Tyler Rohrer, Member Manager of Hickory-Stick Development, LLC, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

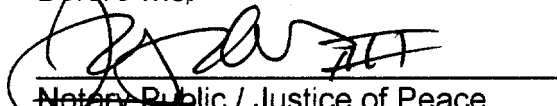

Notary Public / Justice of Peace
Notary Commission expires: 8/2/2010
JAMES P. WADSWORTH, III
PRINT NAME

EXHIBIT A TO DECLARATION - DESCRIPTION OF REAL ESTATEPORTLAND, MAINE – 65 Sherman Street

A certain lot or parcel of land situate in Portland, County of Cumberland, State of Maine, and bounded and described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on the northerly side of Sherman Street, in said Portland, and being that part of Lot No. 5 in the block of lots marked K on Deering Pasture Plan, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 3, Page **37**, that remained after the widening of said Sherman Street by the City of Portland. Said lot is also shown as No. 5 in Block K on Revaluation Plans of the City of Portland recorded in said Registry of Deeds in Plan Book 5, Page **48**, and is the same lot conveyed to Edward K. Chapman by deed of Henry Deering, et al. dated May 29, 1912 and recorded in said Registry of Deeds in Book **894**, Page **456**.

Being the same premises conveyed to the Grantor herein by deed of SHERMAN INVESTMENTS, LLC, dated December 15, 2005 and recorded in said Cumberland County Registry of Deeds in Book 23499, Page 194.

This conveyance is subject to all existing public utilities serving the premises and all restrictions, easements, rights, limitations and encumbrances on record, including all matters as shown on plans recorded in the Cumberland County Registry of Deeds at Plan Book 3, Page **37**, and Plan Book 5, Page **48**.

IN ADDITION, Grantor hereby conveys to Grantee, its successors and assigns, a perpetual easement and right-of-way over property located on Sherman Street, Portland, County of Cumberland and State of Maine as set forth in the Easement Deed of HCR Properties Limited Liability Company to Sherman Investments, LLC dated May 10, 2002 and recorded in the Cumberland County Registry of Deeds at Book **17644**, Page **171**, and further identified and described as the “Shaded Portion of Parking Area To Be Conveyed by Easement to Sherman Investments LLC” as shown on the “Plan of 5 1-59 Sherman Street, Portland, Maine made for Gendron Commercial Brokers”, dated March 11, 2002 and recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 337, subject to the following conditions and limitations:

The perpetual easement and right of way shall be for all purposes now or hereafter customary for a parking lot, including ingress and egress, drainage, and all utilities (including the installation, maintenance, repair and replacement thereof), and the right to enter with persons and machinery upon the Easement Area to maintain, repair and replace as necessary the paved surface of the Easement Area. Grantee shall have the exclusive right to maintain the Easement Area, including without limitation the painting and re-striping of parking space lines and snow and ice removal.

Together with the right to construct, repair, improve and maintain the Easement Area for such purposes and to construct, repair and maintain thereon and thereunder such wires, cables, lines, drains, paving, curbing and landscaping as may be useful in connection with the foregoing, the preceding enumeration being descriptive and not in limitation of the Grantees rights for the purposes herein mentioned.

This conveyance is subject to the rights of others in and to the Easement Area, and all restrictions, easements, rights, limitations, and encumbrances on record at the Cumberland County Registry of Deeds, including all terms and conditions of lease for 7 parking spaces at 55 Sherman Street from Sherman Investments, LLC to HCR Properties, LLC, as evidenced by a Memorandum of Lease dated May 10,2002 and recorded in Book 17644, Page 174, all matters as shown on the plans recorded in the Cumberland County Registry of Deeds at Plan Book 202, Page 337, Plan Book 3, Page 37, and Plan Book 5, Page 48, and all rights of HCR Properties Limited Liability Company under the Easement Deed granted to Sherman Investments, LLC dated May 10,2002 and recorded at Book 17644, Page 171 in the said Registry of Deeds.

Being the same easement conveyed to the Grantor herein by Warranty Deed of the Grantee, **SHERMAN INVESTMENTS, LLC**, dated December 15, 2005 and recorded in said Cumberland County Registry of Deeds in Book 23499, Page 194.

This **is** not homestead property.

EXHIBIT B TO DECLARATION - PERCENTAGE INTEREST IN COMMON ELEMENTS AND VOTING RIGHTS

UNIT #	PERCENTAGE INTEREST	VOTES
1.	5.9%	1
2.	5.9%	1
3.	5.9%	1
4.	5.9%	1
5.	5.9%	1
6.	5.9%	1
7.	5.9%	1
8.	5.9%	1
9.	5.9%	1
10.	5.9%	1
11.	5.9%	1
12.	5.9%	1
13.	5.9%	1
14.	5.9%	1
15.	5.9%	1
16.	5.9%	1
17.	5.9%	1
TOTAL:	100%	17 Total Votes

EXHIBIT C TO DECLARATION - COPIES OF SITE AND FLOOR PLANS

See attached copies on file with the Cumberland County Registry of Deeds.

BY-LAWS

THE WENTWORTH CONDOMINIUMS OWNERS' ASSOCIATION

CONDOMINIUM: THE WENTWORTH CONDOMINIUMS AT SHERMAN STREET

DECLARANT: HICKORY-STICK DEVELOPMENT, LLC

ASSOCIATION: THE WENTWORTH CONDOMINIUMS OWNERS' ASSOCIATION

PREMISES: 65 SHERMAN STREET, PORTLAND
CUMBERLAND COUNTY, MAINE

PREPARED BY: HICKORY-STICK DEVELOPMENT, LLC
PO BOX 233
PORTSMOUTH, NH 03802-0233

BY-LAWS
OF
THE WENTWORTH CONDOMINIUMS OWNERS' ASSOCIATION

ARTICLE I

Introductory Provisions

- 1.1 Unit Ownership. The land located 65 Sherman Street, Portland, Cumberland County, Maine know or to be known as **THE WENTWORTH CONDOMINIUMS**, together with all improvements to be constructed thereon, as described in the Declaration of **THE WENTWORTH CONDOMINIUMS AT SHERMAN STREET** (the "Declaration"), recorded or to be recorded in the Cumberland County Registry of Deeds has been or will be submitted to the provisions of the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act"), by said Declaration and declared as a condominium to be known as **THE WENTWORTH CONDOMINIUMS** (hereinafter called the "Condominiums"). These By-Laws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium (hereinafter called the "Association").
- 1.2 Name. The name of this Association is **THE WENTWORTH CONDOMINIUMS OWNERS' ASSOCIATION**.
- 1.3 Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future Unit Owners, Mortgagees, lessees and occupants of the Units and their employees and any other persons who may use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and to the rules and regulations established by the Executive Board of the Association as hereinafter set forth.
- 1.4 Office. The principal office of the Association and the Executive Board shall be located at **65** Sherman Street, Portland, Maine, or at such other location as the Executive Board may designate from time to time.
- 1.5 Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended (the "Nonprofit Corporation Act"), and the "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board".
- 1.6 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit making purposes of the Association or in the course of acquiring, constructing or

providing management, maintenance or care of the Condominium.

- 1.7 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these By-Laws pertain or, if not defined herein, the meanings specified or used for such terms in the Act.

ARTICLE II

The Association

- 2.1 Composition. The Association has been organized prior to the date hereof as a nonprofit corporation pursuant to the Nonprofit Corporation Act. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration, and these By-Laws. The membership of the Association shall consist of all the Unit Owners (including Declarant so long as it is Owner of any Unit) of the Condominium, or, following any termination of the Condominium as provided in Section 1602-118 of the Act of all former Unit Owners entitled to distributions of proceeds under said Section 1602-118, or their heirs, successors or assigns, but shall not include persons having an interest in a Unit solely as security for an obligation. The terms "member" and "Unit Owner" appearing in these By-Laws are interchangeable.
- 2.2 Nontransferrability of Interests. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically transfer to and be vested in the next Owner or Owners succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein.
- 2.3 Powers and Duties. The Association shall have the following purposes, duties and powers:
- 2.3.1 Adopt and amend By-Laws and rules and regulations for the operation of the Association and Condominium, provided that the initial Executive Board named in the Articles of incorporation shall have the power to adopt these By-Laws.
- 2.3.2 Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners.
- 2.3.3 Hire and terminate managing agents and other employees, agents and independent contractors.
- 2.3.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the

Condominium.

2.3.5 Make contracts and incur liabilities relating to the purposes of the Association stated in these By-Laws and the Declaration.

2.3.6 Regulate the use, maintenance, repair, replacement and modification of the Common Elements.

2.3.7 Cause additional improvements to be made as a part of the Common Elements.

2.3.8 Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 1603-112 of the Act and subject to the prior approval of Eligible Mortgage Holders as provided in the Declaration.

2.3.9 Grant easements, leases, licenses and concessions through or over the Common Elements.

2.3.10 Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements (other than Limited Common Elements) and for services provided to Unit Owners.

2.3.11 Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration and of these By-Laws and rules and regulations of the Association.

2.3.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 1604-108 of the Act and statements of unpaid assessments.

2.3.13 Provide for the indemnification of its officers and Executive Board and maintain directors and officers liability insurance.

2.3.14 Assign its right to future income.

2.3.15 Exercise any other powers conferred to it by the Declaration.

2.3.16 Exercise all other powers that may be exercised in the State of Maine by corporations organized pursuant to the Nonprofit Corporation Act, as the same or its equivalent may be amended or modified from time to time.

2.3.17 Exercise any other powers necessary and proper for the governance and operation of the Condominium by the Association.

The foregoing responsibilities shall be performed by the Executive Board or managing agent as more particularly set forth in these By-Laws.

- 2.4 Meeting of Members. Meetings of the membership shall be held at the principal office of the Association or at such other place as may be specified in the notice of the meeting.
- 2.5 Annual Meetings. The annual meetings of the members shall be held each year on the first Saturday of the month of June. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter which is not a legal holiday. At such meetings there shall be elected by ballot of the members an Executive Board in accordance with the provisions of Article III. The members shall **also** transact such other business as may properly come before them.
- 2.6 Special Meetings:
- 2.6.1 The Secretary, shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners of the Units to which are allocated not less than fifty percent (50%) of the Votes in the Association. The notice of any special meeting shall be held no earlier than ten days (10) and no later than forty-five days (**45**) after receipt by the President of said resolution or petition; provided, however, if the purpose includes the possible rejection of a budget or capital expenditure pursuant to subparagraph 5.2.2 or Paragraphs **5.6** or **5.9**, such meeting must be held within fifteen (15) days after receipt of such resolution or petition. **No** business shall be transacted at a special meeting except as stated in the said notice unless with the consent of one hundred per cent (100%) of the members present, either in person or by proxy.
- 2.7 Notice of Meeting. It shall be the duty of the Secretary, or upon her failure or neglect then of any other officer, to give notice of each annual or special meeting, the time and place of the meeting, and the items on the agenda for that meeting, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes and any proposal to remove a member of the Executive Board or officer, to each member of record including the Declarant as long as it is the Owner of record of a Unit and to each Eligible Mortgage Holder as long as it the record holder of a first Mortgage of a Unit. With respect **to** any annual or special meeting such notice shall be so mailed at least ten (10) days but no more than forty-five days (**45**) prior to the date so set for the meeting.
- 2.8 Quorum. The presence, either in person or by proxy, of **two** of the Owners of the Units shall be requisite for and shall constitute **a** quorum for the transaction of business at all meetings of members.
- 2.9 Adjournment of Meetings. If at any meetings of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (**48**) hours from the time at which the original meeting was called.
- 2.10 Votes in Association. The Vote in the Association allocated to each Unit is listed on Schedule B of the condominium Declaration.
- 2.11 Voting. If a Unit is owned of record by one person, that Unit Owner's right to cast all the

Votes allocated to that Unit shall be established by the **record** title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast all the Votes allocated to that Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association.

- 2.12** Vote Required. Unless otherwise specified herein, all questions presented at a meeting shall be determined by a majority vote of the Unit Owners. In the event the members cannot reach a decision on any issue, then the members shall retain the services of a third-party Arbitrator who is a member of the American Arbitration Association to break the stalemate. The Arbitrator shall be chosen by mutual consent of the parties, and the decision of the Arbitrator shall be final. Any arbitration shall be in accordance with the rules of the American Arbitration Association. Any decision or judgment of the Arbitrator may be entered in any court having jurisdiction thereof.
- 2.13** Informal Action. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all the members. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes.
- 2.14** Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Proxies shall be duly executed in writing and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.
- 2.15** Order of Business. The order of business at all meetings of the members shall be as follows:
- a) Roll call
 - b) Proof of notice of meeting
 - c) Reading of minutes of preceding meeting for approval of same
 - d) Reports of Executive Board or of officers or of the manager
 - e) Reports of committees, if any.
 - f) Election of inspectors of election (when so required)
 - g) Election of members of the Board of Directors (when so required)
 - h) Unfinished business
 - i) New business

At **all** meetings of the Association or of the Executive Board, Robert's Rules of Order, **as** then amended, shall be followed, except in the event of conflict in which these By-Laws or the Declaration, as the case may be, shall prevail.

ARTICLE III

Executive Board

- 3.1 **Number and Qualification.** The affairs of the Association shall be governed by an Executive Board composed of three (3) natural persons.
- 3.2 **Election and Term of Office.** The members of the Executive Board shall be elected as follows: Each Unit Owner shall be entitled to elect one member of the Executive Board.
- 3.3 **Powers and Duties.** The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the statutes of the State of Maine pertaining to corporations without capital stock, as amended from time to time, and may do **all** such other acts and things provided from time to time by the Act to be done by an Executive Board or by the Unit Owners collectively except such acts **or** things as are by law or by these By-Laws or by the Declaration directed to be exercised and done by the Unit Owners individually. The powers and duties of the Executive Board shall include but not be limited to the following:
- 3.3.1 The power and duty to determine the Common Expenses of the Condominium and the assessments to each Unit for the Common Expenses.
- 3.3.2 The power and duty to make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of annual assessments for Common Expenses.
- 3.3.3 The power and duty to provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium including the authority to create Rules and Regulations.
- 3.3.4 The power and duty to designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used **by** such personnel in the performance of their duties.
- 3.3.5 The power and duty to collect the assessments for Common Expenses against the Unit Owners, deposit the proceeds thereof in any bank depositories or money market funds designated by the Executive Board and use the proceeds to carry out the administration **of** the Property.
- 3.3.6 The power to make and amend rules and regulations covering the details of the operation and use of the Property.
- 3.3.7 The power to open bank accounts on behalf of the Association and designate the

signatories thereon.

3.3.8 The power and duty to make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

3.3.9 The power to enforce by legal means the provisions of the Declaration, these By-Laws and the rules and regulations and duty and power to act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

3.3.10 The power and duty to obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums thereof and adjust and settle any claims therein.

3.3.11 The power and duty to pay the cost of all authorized services rendered to the Association and not billed to Unit Owners of individual Units.

3.3.12 The power to notify an Eligible Mortgage Holder of any default hereunder by the Unit Owner of the Unit subject to the Mortgage of such Holder, in the event such default continues for a period exceeding thirty (30) days.

3.3.13 The power to borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that the consent of the Owners of Units to which are allocated at least two-thirds (2/3rds) of the Votes in the Association, obtained either at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws or by unanimous written consent of the Unit Owners, shall be required to borrow any sum in excess of One Thousand Dollars (\$1,000.00).

3.3.14 The power to designate from time to time certain Common Elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Executive Board deems appropriate.

3.3.15 The power and duty to furnish statements as required by Section 1603-116 (h) of the Act, and certificates as required by Section 1604-108(b) of the Act.

3.3.16 The power to do such other things and acts not inconsistent with the Act or the Declaration which the Executive Board may be authorized to do by a resolution of the Association.

- 3.5 Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" or "Manager" at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent

does not have the power to act under the Act, the Declaration or these **By-Laws**, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

- 3.5.1 To adopt the annual budget and any amendment thereto or to assess any Common Expenses
- 3.5.2 To adopt, repeal or amend rules and regulations of the Association
- 3.5.3 To designate signatories on Association bank accounts
- 3.5.4 To borrow money on behalf of the Association
- 3.5.5 To acquire and mortgage Units
- 3.5.6 To designate Reserved Common Elements
- 3.5.7 To allocate Limited Common Elements

Any employment contract between the Managing Agent and the Association must provide that it may be terminated with cause on no more than thirty (30) days written notice and without cause on no more than ninety (90) days written notice.

- 3.6 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every six **(6)** months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.
- 3.7 Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice by the Secretary to each member and Eligible Mortgage Holder, given by mail, telegraph or hand delivery, securing a receipt therefore, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of either Unit Owner.
- 3.8 Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by her of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

- 3.9 Quorum of the Executive Board. At all meetings of the Executive **Board** a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.
- 3.10 Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.
- 3.11 Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE IV

Officers

- 4.1 Designation. Principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a Unit Owner and a member of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.
- 4.2 Election of Officers. During the Declarant Control Period, the Declarant shall have the right **to** appoint, remove and replace from time to time any and **all** officers of the Association without the necessity of obtaining resignations. After the expiration of the Declarant Control Period, or if, and to the extent that, **the** Declarant has surrendered prior to the expiration of the Declarant Control Period the right to appoint, remove and replace the officers of the Association, then the officers of the Association shall be elected annually by the Executive Board at the annual meeting of the Board and shall hold office at the pleasure of the Executive Board.

- 4.3 Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.
- 4.4 President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Maine including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.
- 4.5 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgage Holders hereunder and pursuant to this Declaration shall be delivered and, in general, perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall, within ten (10) days after receipt of request, provide any person, or cause to be provided to any person, entitled thereto at the expense of the person requesting the same a written statement or certification of the information required to be provided by the Association pursuant to Sections 1603-116(h) and 1604-108(b) of the Act and Paragraph 5.18.
- 4.6 Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing **all** receipts and disbursements, and for the preparation of all required financial data, be responsible for providing to the Secretary the financial and budgetary information necessary for the Secretary to provide the certifications required by Paragraph 4.5, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the managing agent, in such depositories as may from time to time be designated **by** the Executive Board and, in general, perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the **laws** of the State of Maine.
- 4.7 Execution of Documents. Except as provided in Paragraph 8.6, all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars (\$500.00) shall be executed by the President or the Secretary and the Treasurer of the Association. All such instruments for expenditures or obligations **of** Five Hundred Dollars (\$500.00) or less may be executed by any one officer of the Association or such other person or employee as the Executive Board may designate in writing.
- 4.8 Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be

reimbursed for any out-of-pocket expenses incurred in performing her duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V

Operation of the Property

5.1 Fiscal Year. The fiscal year of the Association shall begin on such date as shall be established by the Executive Board, except for the first fiscal year of the Association which shall begin at the date of incorporation of the Association. The commencement date of the fiscal year so established shall be subject to change by the Executive Board.

5.2 Preparation and Approval of Budget:

5.2.1 On or before thirty (30) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Condominium Documents or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall provide working capital, a general operating reserve fund for current Common Expenses, and a reserve fund for contingencies, replacements, capital improvements, and other items which cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

5.2.2 On or before 20 days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive shall provide to the Unit Owners and Eligible Mortgage Holders a summary of that budget in reasonably itemized form setting forth the separate amounts of the Common Expenses and Limited Common Expenses and shall set a date for a special meeting of the Unit Owners and Eligible Mortgage Holders to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary of budget accompanied by notice of the special meeting to each Unit Owner and Eligible Mortgage Holder. Unless at the meeting a majority in voting interest of all the Unit Owners reject the proposed budget or revised budget, that budget is ratified irrespective of whether a quorum is present at said meeting. In the event such budget shall be rejected at the meeting, the budget last ratified with respect to the period covered by the proposed budget shall be continued as the budget for the Condominium until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board upon the same conditions as are provided in this subparagraph with respect to the original budget.

5.2.3 Subject to subparagraph 5.2.2, the budget adopted pursuant to this Paragraph

shall constitute the basis for determining each Unit Owner's assessments for Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

- 5.3 Assessment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Property as described in subparagraph 5.2.1 and set forth in the budget adopted by the Executive Board shall be assessed by the Association on an annual basis against each Unit Owner in proportion to her respective Allocated Interests as provided in subparagraph 8.1.1 of the Declaration, except for Limited Common Expenses which shall be assessed on an annual basis against each Unit benefited as provided in subparagraph 8.1.2 of the Declaration.
- 5.4 Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital including a general operating reserve fund for current Common Expenses (the "Working Capital Fund") and a reserve fund for contingencies, replacements, capital improvements and other items which cannot be expected to occur on a regular basis (the "Reserve Fund"). However, nothing contained herein shall limited, preclude or impair the establishment of additional funds by the Association so long as the amounts credited to, and debited from any such additional funds are earmarked for specified purposes authorized by the Condominium Documents. The Working Capital Fund, Reserve Fund and such other funds shall be conclusively deemed to be common funds of the Association and shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America. Neither the Executive Board nor the Treasurer shall commingle in the books and records of the Association any amounts deposited into the Reserve Fund, the Working Capital Fund or such other funds. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are deemed by the Executive Board to be inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Executive Board may at any time levy a further assessment which, depending on whether the reserve is for the benefit of all the Units or fewer than all the Units, shall be assessed against all the Unit Owners according to their respective Common Expense Liabilities or only against the Unit Owners benefited according to their respective Common Expense Liabilities as between themselves, and which may be payable in a lump sum or in installments as the Board may determine.
- 5.4 Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on a basis determined by the Executive Board the Common Expenses assessed on an annual basis against his Unit and (2) all special assessments, any other sums duly levied against the Unit Pursuant to the Declaration, these By-Laws or the **Act**, all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided by the Declaration, these By-Laws or the Act.
- 5.5 Interest: Acceleration. In the event of a default by an Unit Owner in paying any sum assessed against her Unit which continues for a period in excess of thirty (30) days, interest shall be imposed on the principal amount unpaid from the date when due until

paid at a rate of interest to be established annually by the Executive Board which shall not exceed the lower of the maximum interest rate allowed by law which may be charged by the Association at such time or eighteen percent per annum. If the Executive Board shall fail to set such rate, it shall be deemed to have been set at the rate of eighteen percent (18%) per annum. The Association shall have the right to establish and impose charges for late payment of assessments. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Executive Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the executive Board or its representative.

- 5.6 Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses or any special assessment, and any other sums duly levied against the Unit pursuant to the Declaration, these By-Laws, or the Act, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in the Declaration or these By-Laws shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment, special assessment or other sum such as interest becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments and revised annual assessments, be effective on the first day of each fiscal year of the Association **as** to the full amount of the annual assessment or revised annual assessment, and, as to special assessments and other sums duly levied including Limited Common Expenses assessed against Unit Owners for maintenance, repair or replacement of a Limited Common Element, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first Mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien *is* not **subject** to the provisions of **14** M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.
- 5.7 Enforcement. The lien for assessments described herein may be enforced and foreclosed by the Association in like manner as a mortgage on real estate **as** provided in Section 1603-116(a) of the Act or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments and a foreclosure may be maintained notwithstanding the pendency of any such suit, the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any Court having jurisdiction over such sale.

- 5.8 Exemption From Expenses by Waiver of Use of Common Elements or Unit Elements. No Unit Owner may exempt herself from Common Expense Liability with respect to the payment of assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of her Unit or otherwise. The obligation to pay assessments for Common Expenses is absolute and unconditional and shall not be subject to set-off or counterclaims.
- 5.9 Collection of Assessments. The Executive Board shall take prompt action to collect any assessment for Common Expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof together with any interest thereon and charges for late payment as provided herein.
- 5.10 Statement of Common Expense and Resale Certificates. The Association shall promptly provide *to* any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a statement setting forth the amount of unpaid assessments currently levied against the Unit of such Unit Owner as provided in Section 1603-116(h) of the Act. The Association shall also provide to any Unit Owner or contract purchaser *so* requesting the same in writing with a certificate containing the information described in Section 1604-108(a) of the Act enabling such Unit Owner to comply with the provisions of Section 1604-107 of the Act, Resales of Units, *so* that such Unit Owner shall be able to comply with the requirements stated in Section 1604-108 of the Act. The Executive Board shall have the right to impose a reasonable charge for the preparation of such statement or information to cover the costs of the preparation thereof against the person so requesting the same.

ARTICLE VI

Insurance

- 6.1 Policies. The Executive Board on behalf of the Association shall obtain, or cause to be obtained, and shall maintain as a Common Expense, the policies of insurance described in Paragraphs 6.2, 6.3 and 6.4 to the extent such policies shall be reasonably available from reputable insurance companies. **To** the extent that said insurance described in Paragraphs 6.2, 6.3 and 6.4 is not reasonably available as described in the preceding sentence, the Executive Board **on** behalf of the Association shall give notice of that fact to the Unit Owners and the Eligible Mortgage Holders of Mortgages of their Units by hand-delivery securing a receipt thereof, or by prepaid United States mail, return receipt requested. The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of each other interest in the Property for the purpose of purchasing and maintaining the insurance described in Paragraphs 6.2, 6.3 and 6.4, the collection and appropriate disposition of the proceeds thereof with any bank or trust company authorized to do business in the State of Maine as trustee for all Unit Owners and their Mortgagees as their respective interests may appear (the "Insurance Trustee").
- 6.2 Property Insurance. The Executive Board, on behalf of the Unit Owners, shall obtain and maintain a standard form of "all risk" property insurance policy on the Buildings and

Units; Unit owners of Units 2 and 3 shall jointly share the cost of obtaining property insurance on the building containing their Units. The owner of Unit 1 shall be responsible for the expense of property insurance for the building housing Unit 1.

6.3 Liability Insurance. The Executive Board shall obtain and maintain as a Common Expense comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Executive Board member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage arising out of, or incident to, the maintenance, ownership or use of the Common Elements and or relating to any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to her action against another named insured; (b) hired and non-owned vehicle coverage; and (c) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Executive Board shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury of property damage arising out of one occurrence.

6.4 Other Insurance. The Executive Board shall obtain and maintain as a Common Expense:

6.4.1 To the extent requested by a majority in voting interest of the Unit Owners or required by any governmental or quasi-governmental agency, including without limitation, the Federal National Mortgage Association or the Federal Home Mortgage Corporation, adequate fidelity coverage to protect against dishonest acts on the part of officers, members of the Executive Board, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including managing agent. Such fidelity bonds shall: (a) name the Association as an obligee; (b) be written in an amount not less than the greater of (i) one-quarter the total annual assessments for Common Expenses plus the Association's reserve funds for the year or (ii) the maximum funds in the custody of such persons handling the funds of the Association; and (c) contain waivers of any defense based upon the exclusion of persons who serve without compensation for any definition of "employee" or similar expression;

6.4.2 If required by any governmental or quasi-governmental agency, including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency.

6.5 Memoranda. Cancellation, Additional Required Provisions. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of

insurance to the Association, and, upon request, to any Unit Owner or Mortgagees. All such insurers issuing the policy may not cancel, substantially modify or refuse to renew such policy or policies unless thirty (30) days notice of the proposed cancellation or non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses, except in the case of cancellation for non-payment of premium, in which case ten (10) days written notice must be given by the insurer. All policies under this Article shall in addition contain the following provisions:

6.5.1 The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Executive Board, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

6.5.2 The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

6.6 Insurance Requirements. All insurance policies written on behalf of the Association shall be written by an insurance carrier that meets FannieMae requirements for a Best's rating.

ARTICLE VII

Records of Information

7.1 Title. Every Unit Owner shall promptly cause to be duly recorded the deed, lease, assignment, or other conveyance to her of her Unit or other evidence of her title thereto and file such evidence of her title with the Executive Board through the Secretary or Manager. The Secretary shall maintain such information in the record of ownership of the Association.

7.2 Availability of Information. The Association shall make available at the Condominium to Unit Owners, lenders and the holders, insurers and guarantors of the first Mortgage on any Unit, for inspection at the Property, current copies of the Declaration, these By-Laws and the rules and regulations governing the Property and other **books**, records and financial statements of the Association. The Association shall also make available to Eligible Mortgage Holders, Eligible Insurers, Unit Owners and prospective purchasers at the cost of the person requesting the same current copies of the Declaration, these By-Laws and the rules and regulations governing the property.

ARTICLE VIII

Amendments

Subject to the provisions of the Declaration governing the amendment of the Declaration, and subject also to the Declaration governing the rights of Mortgagees, and subject to the other provisions of the Declaration, these By-Laws and of the Act, these By-Laws may be amended as follows:

The Declaration of Condominium

- 8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board or Association in which a proposed amendment is considered, and shall be served upon all Unit Owners and upon all Property/Casualty Insurance carriers (providing coverage on any Unit or the Common Area) and Eligible Mortgage Holders.
- 8.2 Resolution. An amendment may be proposed by either the Executive Board or by a Unit Owner. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with these By-Laws by the **unanimous** vote of all the Unit Owners.
- 8.3 Anreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated at least One Hundred Percent (100%) of the Votes in the Association, in which case such amendment shall become effective when signed by such Unit Owners.
- 8.4 Execution. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the President or Treasurer and attested by the Secretary. The amendment shall be effective when such certificate and copy of the amendment are executed and certified.
- 8.5 Approval of Mortgagees. These By-Laws contain provisions concerning various rights and interests of Eligible Mortgage Holders. Such provisions in these By-Laws are to be construed as covenants for the protection of such Eligible Mortgage Holders on which they may rely on making loans secured by Mortgages on the Units. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, amendments or interests of such an Eligible Mortgage Holder shall be adopted without the prior written consent of such Eligible Mortgage Holders as more particularly provided in the Declaration.
- 8.6 Amendments to Declaration. Either the President or Treasurer shall prepare, execute and record, and the Secretary shall certify, amendments to the Declaration on behalf of the Association.

ARTICLE IX

Notices

- 9.1 To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefor or sent by United States mail, postage prepaid, or if such notifications are of **a** default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is **so** designated, the address of the Unit of which such Unit Owner is the record owner

thereof.

- 9.2 To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing to have been duly given to the Association if delivered personally securing a receipt thereof, or sent by United States mail, postage prepaid, return receipt requested, addressed to the to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.
- 9.3 To Eligible Mortgage Holder, Etc. All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Insurance carrier shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt thereof, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the Declaration and to any Property/Casualty Insurer carrier at the address identified pursuant to the Declaration.

ARTICLE X

Miscellaneous

- 10.1 Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.
- A Unit Owner shall have an independent right of action against any other Unit Owner who fails to comply with the decisions of the Association or the terms and conditions of these By-Laws as well as the terms and conditions of the other condominium documents, including, but not by way of limitation, the condominium Declaration, Plats, Plans and Rules and Regulations generated by the Executive Board. A Unit Owner shall have a similar right of action against the Association.
- 10.2 Captions. The headings in these By-Laws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices attached to these By-Laws are for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of these By-Laws. References in these By-Laws to Articles, Paragraphs, subparagraphs and Schedules without references to the document in which they are contained are references to these By-Laws. Schedules are attached to and are an integral part of these By-Laws. Any Exhibits are attached to these By-Laws for purposes of identification only and shall not be deemed as part of these By-Laws.

- 10.3** Gender, Number, Etc. The use of the singular number in these By-Laws shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all gender.
- 10.4** Severability. The invalidity of any provisions **of** these By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws, and in such event, all of the other provisions of these By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

Accepted by the Declarant on January 11,2006


Hickory-Stick Development, LLC
J. Tyler Rohrer, Member Manager

CONDOMINIUM RULES AND REGULATIONS
of
THE WENTWORTH CONDOMINIUMS
At SHERMAN STREET

1. Use of Units. Units shall be used for single family residential purposes only. No business activities shall be conducted in any unit except that a professional office may be maintained therein, provided approval therefore is obtained from the City of Portland to perform business activities therein. No advertising shall be done that mentions the unit or its street address, and that no services to clients, customers or patients are performed on the premises.
2. Common Areas. There shall be no installation of furniture or fixtures, such as swing sets, swimming pools of any kind or size, clothes lines, clothes pools, clothes racks, sandboxes, lawn ornaments, basketball hoops, badminton or volleyball nets, or any other structures, furniture or equipment on lawn areas in the Common or Limited Common Areas.

Outdoor grills are allowed on decks only.

No personal articles shall be allowed to remain unattended in any part of the Limited Common or Common Areas, including but not limited to bicycles, scooters, baby carriages, or similar vehicles or toys.

3. Plantings. Flowers, shrubs, trees, or garden ornaments, as planted or erected by Unit Owners are permitted only in the Limited Common Area of units. Any other plantings or changes in the landscaped design in the Common Areas require permission from the Association.
4. Pets. No animal of any kind shall be raised, bordered, permitted in any unit, Limited Common or Common Area, except that birds, dogs and cats shall be permitted as household pets, provided no residents shall have more than two (2) household pets in total. No animals are to be kept, bred, maintained for any commercial purposes, and all must be housed within the unit, and shall not be housed outside the unit. Please refer to 7.2 of the Declaration of Condominium for The Wentworth Condominiums At Sherman Street. In the event this rule conflicts with 7.2 of the Declaration of Condominium as set forth hereinabove, 7.2 of the Declaration of Condominium shall govern and this rule shall become null and void.

No outside dog pens, runs, or yards are permitted.

The Association bears no responsibility or liability with respect to injury, damage, loss, or death of or to any pet anywhere on/or within the Condominium. The Condominium

Unit Owners' Association reserves the right to require any Unit Owner to remove any pet, which because of its breed, nature, or prior acts, cause an increase in insurance premiums or cancellation of insurance.

Each Unit Owner keeping any household pet indemnifies the Association and each member thereof, and holds them harmless against any loss or liability of any kind whatsoever arising from or growing out of keeping of household pets.

All residents shall remove their pet waste from the Common and Limited Common Areas.

The Unit Owner of any pet causing or creating a nuisance or unreasonable disturbance, generating three (3) or more separate complaints must take any and all steps necessary to abate the nuisance or unreasonable disturbance. The Condominium Association may compel the removal of the offending pet from the Condominium should there be more than three (3) separate complaints.

5. Minimum Heat. Unit Owners shall not, at any time, permit the temperature within their units to be less than 50° Fahrenheit.
6. Antennas. No radio or analog off-air antennas shall be erected, attached to, or hung from the exterior of any unit or within any Limited Common or Common Area. Digital satellite antennas are permitted must be installed on the rear of the units so that they are not visible from the street.
7. Temporary Structures. No temporary structures, trailers, tents, sheds, playhouses, or like shall be permitted in or about the Limited Common or Common Areas.
8. Vehicles. Vehicles shall be parked only upon the adjacent 31 space parking lot on which each of the 17 units will have one (1) specifically designated parking space. The remaining 14 parking spaces shall be used for the benefit of the Unit Owner's Guests with the exception of seven (7) spaces which are subject to terms and conditions of a Lease Agreement between the prior Grantor, Sherman Investments, LLC, given to HCR Properties, LLC, as evidenced by a Memorandum of Lease dated May 10, 2002 and recorded in Book 17644, Page 174, in the Cumberland County Registry of Deeds. The Home Owner's Association may not, however, at any time revoke the one (1) specifically designated parking space reserved to each of the 17 condominium units. The Association shall be solely responsible for payment of all taxes, fees and expenses, including, but not limited, plowing, repaving, repairing, and drainage. No unregistered inoperable motor vehicles shall be stored on the property.
9. Trash. Trash, garbage or other waste materials shall be stored in covered containers within the unit or in trash storage container approved by the Association located within the Limited Common Area. No such trash storage containers shall be visible from the

street. **All** trash shall be properly disposed of and placed upon the curb for municipal curbside pick-up. Trash containers shall be promptly removed after curbside pick-up by the City of Portland.

10. Noise. The close proximity of living areas dictate that common sense, good judgment and consideration should be used by residents and their guests at all times. Any activity which, by its nature, violates this rule shall be deemed a violation of the Rules and Regulations. The electronically amplified sound that can be heard beyond the boundaries of the Limited Common Area of the unit where it is generated between the hours of 10 p.m. and 7 a.m. shall be a violation of this rule.
11. Nuisance. No noxious or offensive activity shall be carried on by the Unit Owner, his family, servants, employees, agents, visitors and licensees in his unit or in the Common Areas and facilities. Nor shall anything be done therein either willfully or negligently, which may be, or become an annoyance or nuisance to other Unit Owner occupants.
12. Building Exterior. No Unit Owner shall change or modify any part of the unit exterior, including but not limited to repaint color, siding, trim system, roofing, decks, deck skirting, doors and windows without the express prior written permission of the Board of Directors.
13. Signs. No signs, plaque or communication of any description shall be placed on the exterior of any unit or in any Limited Common or Common Area by a Unit Owner, including but not limited to, "For sale", "For rent", or "For lease", "Welcome", "Hex Signs", or any other sign or window display, nor shall any advertising be maintained or permitted on any part of the unit. No sign, including but not limited to, notices, advertisement, flags, banners, posters or the like shall be inscribed or exposed or at any window or other part of any unit, nor shall anything be projected out of the window in a unit without approval of the Board of Directors.