

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

BUILDING DEPARTMENT PERMIT

PERMIT ISSUED
Permit Number: 050168
MAR 24 2005
CITY OF PORTLAND

This is to certify that Port Island Realty Inc /n/a
has permission to Change of Use; from four units to four condominiums
AT 56 Island Ave PI 084 Q004001

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is occupied or enclosed-in. **THIS NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS

Fire Dept. [Signature]
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Signature] 3/23/05
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0168	Issue Date: MAR 24 2005	PERMIT ISSUED 084 Q004001
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Location of Construction: 56 Island Ave <i>P.I.</i>	Owner Name: Port Island Realty Inc	Owner Address: Po Box 7341	Phone: 207-671-3199
Business Name: n/a	Contractor Name: n/a	Contractor Address: n/a Portland	CITY OF PORTLAND
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Change of Use - Condo Conversion	Zone: IB

Past Use: Bldg. A= 14-16 Welch St.; With one commercial on 1st floor & one d.u. on 2nd Bldg B= 56 Island Ave; with 2 d.u. in bldg.	Proposed Use: Change of Use; from four units to four condominiums <i>3 d.u. and 1 commercial unit (one corner occupied)</i>	Permit Fee: \$900.00	Cost of Work: \$0.00	CEO District: 2
Proposed Project Description:		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group <i>B/R3</i> Type <i>5B</i> <i>3/23/05</i>	
		Signature: <i>[Signature]</i>	signature: <i>[Signature]</i>	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature:	Date:	

Permit Taken By: gg	Date Applied For: 02/15/2005	Zoning Approval		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK with conditions</i> Date: <i>3/21/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>

CERTIFICATION

I hereby certify that I **am** the owner of record of the named property, **or** that the proposed work is authorized by the owner of record and that I have **been** authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour **to** enforce the provision of the code(s) applicable to such permit.

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

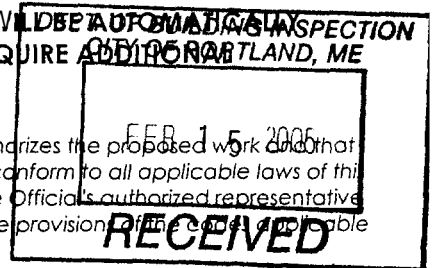
All Purpose Building Permit Application

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

Location/Address of Construction: <u>14 1/2 Weld St + 56 Island Ave</u>		
Total Square Footage of Proposed Structure <u>14 1/2 Weld 1760 SF / 56 Island Ave 1992 SF</u>		Square Footage of Lot <u>14,886</u>
Tax Assessor's Chart, Block & Lot Chart# <u>84</u> Block# <u>Q</u> Lot# <u>4</u>	Owner: <u>Howard U + Betty Heller Peer Island Realty R. Kirk Goodhue</u>	Telephone: <u>766-3340 671-3199</u>
Lessee/Buyer's Name (If Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>Howard U - Betty Heller 400 Seashore Ave, Peaks Island Peer Island Realty R Kirk Goodhue P.O. Box 7341</u>	cost Of Work: \$ _____ Fee: \$ <u>4</u> units @ \$150.00 per unit \$ _____ + \$75.00 per unit CofO \$ _____ Total Fee: _____
Current use: <u>1 Commercial Res + 2 Res</u> number of units: <u>4</u> <u>Portland, Me</u>	<u>04112</u>	
Proposed use: <u>1C (Square) v1</u> number of units: <u>4</u>		
Project description: <u>No required change to any unit.</u>		
Contractor's name, address & telephone: <u>N/A</u>		
Whom should we contact when the permit is ready: <u>B. Kirk Goodhue</u>		
Mailing address: <u>P.O. Box 1561 Portland, Maine 04112</u>		Phone: <u>207-671-3199</u>

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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



Signature of applicant: <u>[Signature]</u>	Date: <u>2/12/05</u>
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This is not a Permit, you may not commence ANY work until the Permit is issued.

City of Portland, Maine - Building or Use Permit

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

Permit No: 05-0168	Date Applied For: 02/15/2005	CBL: 084 Q004001
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Location of Construction: 56 Island Ave, PI	Owner Name: Port Island Realty Inc	Owner Address: Po Box 7341	Phone: 207-671-3199
Business Name: n/a	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Change of Use - Condo Conversion	

Proposed Use: Change of Use; from four units to four condominiums (3 d.u. and 1 commercial unit)	Proposed Project Description: Change of Use; from four units to four condominiums.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 03/21/2005

Note: 3/4/05 I have been researching this a while for uses. However one residential tenant form is missing for 56 Island Ave. - Kirk G. (one of owners) lives above 14 Welch and doesn't require a condo notice. He will get me the other tenant notice. In my hold area.
3/16/05 received the 2nd required notice

1) PLEASE NOTE: Under the City's Condominium conversion regulations, A) BEFORE a developer offers to convey a converted unit, a conversion permit shall be obtained. B) Rent may not be altered during the official noticing period unless expressly provided in a preexisting written lease. C) For a sixty (60) day period following the notice of intent to convert, the tenant has an exclusive and irrevocable option to purchase during which time the developer may not convey or offer to convey the unit to any other person. D) The developer shall post a copy of the permit in a conspicuous place in each unit, and shall make copies available to prospective purchasers upon request. E) If a tenant is eligible for tenant relocation payments, they SHALL be paid a CASH PAYMENT BEFORE the tenant is required to vacate.

2) Separate permits shall be required for future decks, sheds, pools, and/or garages.

3) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.

4) This property consists of two separate building. Building A or 14-16 Welch Street shall remain a commercial real estate office on the first floor with a single family dwelling above it. Building B or 56 Island Avenue shall remain a two (2) family dwelling unit. Any change of use shall require a separate permit application for review and approval.

5) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 03/22/2005

Note: **Ok to Issue:**

2) This is a Change of ownership ONLY permit. It does NOT authorize any construction activities.

Dept: Fire **Status:** Approved **Reviewer:** Lt. MacDougal **Approval Date:** 03/21/2005

Note: **Ok to Issue:**

**CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART II**

CODE COMPLIANCE:

1. Please attach copy of Notice of Intent to this application.
2. Attach list of names of tenants or occupants to whom a Notice of Intent was sent. ✓
3. Please include addresses of those receiving Notice of Intent and dates such Notice was received.
4. Has Notice of Intent been given to tenants in accordance with Chapter 608.4 of the Municipal Code entitled "Condominium Conversion Ordinance"? YES NO
5. Have relocation payments been made to eligible tenants in accordance with Chapter 608.5 of the Municipal Code? N/A
6. Have relocation referrals and assistance been provided to tenants on demand?
YES NO

Building A
14-16 Welch St
unit # 1 - 1st floor - rented by [unclear] - no notice necessary
unit # 2 - Apt - rented by Port Island Property and specifically by Kirk Greenhouse who owns Port Island Property and applies to this condo conversion - he does not need to notice himself

Bldg B
56 Island Ave
unit # 3 - lower unit - tenant Richard Calow, received proper Notice
unit # 4 - upper unit - occupied by Mr Helton's son - he owns property
has not yet received tenant notice - 3/16/05 told Kirk that he requires notice
Received notice 3/16/05

2nd tenant (confidential)
not required

Marge:

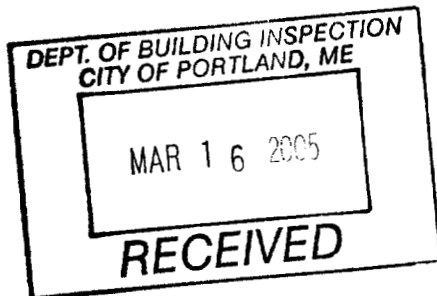
one of the 3 DU is owner occupied

This, I believe, is the
letter you needed re: Condo
Conversion at 14/16 Welch -
Island Ave, Peaks Island.

Please let us know if
you need more

Thanks

Shel



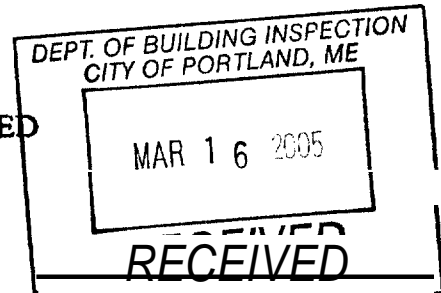
Date: *MARCH 9 2005*

NAMES OF TENANT(S)
14 Webh Street OR 56 Island Avenue
Peaks Island, Maine 04102

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RE: Conversion to condominium ownership

Dear WILLIAM HELLER,



The **purpose** of this letter is to inform you that we have begun the process of converting the two buildings we own at 14 Welch Street and 56 Island Avenue on Peaks Island to condominium ownership. Pursuant to Section 14-568 (a) of the Portland City Code, we are required to give each tenant who has lived in their unit for fewer than four years written notice of our intent to convert the property to condominium ownership one hundred twenty (120) days before we would require tenants to vacate because their units have been sold.

The city's law is intended to protect tenants from being displaced by condominium conversion, but we have no intention of displacing you. In fact, we hope you will stay on as our tenants. For the foreseeable future, we intend to retain ownership of your unit. Once your current lease expires, if we mutually wish to do so, we can renegotiate your lease.

We are putting you on notice that the property is being converted to condominium ownership only because the City of Portland requires us to do so. There is a provision in the law that requires us to give you first option to buy your unit during the 60-day period after we convert to condominium ownership. This provision does not require us to sell the unit to you, just to give you the first right to buy it if we are going to sell it to anyone immediately after converting it. Because we have no intention of putting your unit on the market, this legal requirement does not really seem pertinent to the facts of this situation. Nonetheless, here is the legal notice that the city requires:

(a) For the sixty (60) day period following your receipt of this notice, you will have an exclusive and irrevocable option to purchase your unit for the price at which we would offer it for sale to a third party, if we were to decide to sell it. This option is not assignable by you to anyone else.

(b) If we were to put your unit on the market during the next sixty (60) days, the asking price would be \$ N/A. You would have an exclusive option to purchase the unit at that price. This option would extend for sixty (60) days after the date you were notified that the unit was for sale. In such a circumstance, if you declined to purchase the unit, the city's condominium conversion law would prohibit us from

A handwritten signature in black ink, appearing to be 'MCH'.

March 9 2005

offering your unit for sale at less than \$ NA for six months after your 60-day option period expired.

(c) If we were to put your unit on the market during the next sixty (60) days and you decided not to buy your unit, the law could require us to help you find another place to live and, under certain circumstances related to your income, provide you with relocation payments.

This notice is intended to serve as evidence that you have been informed of our intentions and of your rights under the law if we were to decide to sell your unit in the near future. To indicate your receipt of this letter, please sign both originals where indicated, keep one for yourselves and return one to us in the enclosed self-addressed stamped envelope.

If you have any questions, you should, of course, feel free to contact us. If you have questions about your rights under the law, you should contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101, telephone 775-5451. 784-8703

Very truly yours,
Howard U. Heller

Howard U. Heller
Betty D. Heller

I acknowledge that a copy of this letter was delivered to me in hand on this 9th day of March, 2005

Will Gill 3/11/05
[name of Tenant]

[name of Tenant]



CITY OF PORTLAND, MAINE
Department of Planning & Zoning



Certificate of Occupancy

LOCATION: 81-2-4 Welch St., Peaks Cliff
Type of Use: October 1971

Issued to: Howard Bellier

This is to certify that the building, premises, or premises therein, as shown on the plan attached to this certificate, is in compliance with the provisions of the City of Portland, Maine, Chapter 21A, Section 21A-230, and that the same is suitable for occupancy as set forth or otherwise, as indicated below.

Permitted or Prohibited Use: Entire

Limiting Conditions:

Approved Occupancy: Single Family

Office of the City Engineer

This certificate is issued in accordance with the provisions of the City of Portland, Maine, Chapter 21A, Section 21A-230.

Approved:

10-18-81

City Engineer

898

Units 1, 2 & 3 are being returned & used by owners - Port Island Realty & The Hellers

Submit with Condominium Conversion Permit Application

Project Data:

Address: 14 1/2 Welch St + 56 Island Ave, Rock Island

C-B-L: 84 Q. 4

Number of Units in Building: 2 Units in each of 2 buildings

Unit	Tenant Name/Owner	Tenant Tel#	Occup. Length	Date of Notice	Eligible for \$?
Unit 1	Port Island Realty	766-5966	10+	N/A	Commercial 1st floor
Unit 2	Port Island Realty	766-5966	10+	N/A	Ap 2nd floor occup by Funk G.
Unit 3	Hellers, Howard's son			N	requires request *
Unit 4	Rich Callow	5618 And Ave	10+	6/11/04	No. Relocate
Unit 5					
Unit 6					
Unit 7					
Unit 8					

If more units, submit same information on all units

Length of time building owned by applicant 2 months, + 20+ years

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

YES _____ NO (check one)

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

\$ _____ Exterior walls, windows, doors, roof

\$ _____ Insulation

\$ _____ Interior cosmetics (walls/floors/hallways/refinishing, etc.)

\$ _____ Other (specify)

June 11, 2004

Mr Richard Callow
56 Island Ave
Peaks Island Me 04108

RE: Conversion to condominium ownership

Dear Mr. Richard Callow:

The purpose of this letter is to inform you that we have begun the process of converting the two buildings we own at 14 Welch Street and 56 Island Avenue on Peaks Island to condominium ownership. Pursuant to Section 14-568 (a) of the Portland City Code, we are required to give each tenant who has lived in their unit for fewer than four years written notice of our intent to convert the property to condominium ownership one hundred twenty (120) days before we would require tenants to vacate because their units have been sold.

The city's law is intended to protect tenants from being displaced by condominium conversion, but we have no intention of displacing you. In fact, we hope you will stay on as our tenants. For the foreseeable future, we intend to retain ownership of your unit. Once your current lease expires, if we mutually wish to do so, we can renegotiate your lease.

We are putting you on notice that the property is being converted to condominium ownership only because the City of Portland requires us to do so. There is a provision in the law that requires us to give you first option to buy your unit during the 60-day period after we convert to condominium ownership. This provision does not require us to sell the unit to you, just to give you the first right to buy it if we are going to sell it to anyone immediately after converting it. Because we have no intention of putting your unit on the market, this legal requirement does not really seem pertinent to the facts of this situation. Nonetheless, here is the legal notice that the city requires:

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(b) If we were to put your unit on the market during the next sixty (60) days, the asking price would be \$ NA. You would have an exclusive option to purchase the unit at that price. This option would extend for sixty (60) days after the date you were notified that the unit was for sale. In such a circumstance, if you declined to purchase the unit, the city's condominium conversion law would prohibit us from



offering your unit for sale at less than \$ _____ for six months after your 60-day option period expired.

(c) If we were to put your unit on the market during the next sixty (60) days and you ~~decided~~ not to buy your unit, the law could require us to help you find another place to live and, under *certain* circumstances related to your income, provide you with relocation payments.

This notice is intended to serve as evidence that you have been informed of our intentions and of your rights under the law if we were to decide to sell your unit in the near future. To indicate your receipt of this letter, please sign both originals where indicated, keep one for yourselves and return one to us in the enclosed self-addressed stamped envelope.

If you have any questions, you should, of course, feel free to contact us. If you have questions about your rights under the law, you should contact the Building Inspection Division, Department of Planning and Urban Development, City of Portland, 389 Congress Street, Portland, Maine 04101, telephone 775-5451.

Very truly yours,



Howard U. Heller
Betty D. Heller

I acknowledge that a copy of this letter was delivered to me in hand on this 30 day of June, 2004.


[name of Tenant]


[name of Tenant]

9. For each converted rental unit supply the following information on last tenants prior to conversion:

Port Island Realty is owner

	Unit # 1	Unit # 2	Unit # 3	Unit # 4	Unit #	Unit #	Unit #	Unit #
Length of occupancy	10+	10+		10				
Age of head of household	N/A	N/A		45				
# of children	N/A	N/A		0				
# of persons age 60+	N/A	N/A		0				
Will tenant purchase unit	yes	yes		Not for sale - No				
If not purchasing, will relocation payment be made	-	-		Not relocating				
If moving, check destination:	-	-		-				
same neighborhood	-	-		-				
elsewhere in Portland	-	-		-				
out of Portland	-	-		-				
unknown	-	-		-				

Units #1 + 2 have been rented by Port Island Realty for 10+ years, Port Island Realty is both the purchaser + owner/applicant.

Unit #3 is be retained by Howard + Betty Heller. They are Owner / Co Applicant.
No tenants involved.

*DECLARATION
of
CITY VIEW CONDOMINIUM*

ARTICLE 1

Section 1.1. Submission of Property.

The declarants are HOWARD U. HELLER and BETTY D. HELLER, individuals who are residents of Peaks Island in the City of Portland, County of Cumberland and State of Maine, and who have a mailing address of 400 Seashore Avenue, Peaks Island 04108 and PORT ISLAND REALTY, **INC.**, a Maine corporation with a mailing address of P.O. Box 7341, Portland, Maine 04112, (heretofore, collectively, “Declarant”). Declarant is the owner in fee simple of the land described in Exhibit A attached hereto, located within the City of Portland, Cumberland County, Maine (the “Land”). Declarant hereby submits the Land, together with all improvements, easements, rights and appurtenances belonging thereto (the “Property”) to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act (the “Act”) and hereby creates with respect to the Property a condominium (the “Condominium”), as defined in Section 1601-103 (7) of the Act. The terms of this Declaration shall run with the Property and be binding upon, and inure to the benefit of, all owners of any and every portion of the Property and their respective heirs, successors and assigns.

The Property is more particularly shown on the condominium plats and plans (the “Plats and Plans”) a three-page document titled “City View Condominium” dated April 21, 2004, by Northeastern Land Surveying, under the direction of Eugene Schleh, Maine Professional Land Surveyor #2063. The Plats and Plans were recorded in the Cumberland County Registry of Deeds on December 16, 2004 in Plan **Book** 204, Pages 909-911.

Section 12. Defined Terms.

Capitalized terms not otherwise defined in this Declaration, as it may be amended from time to time, or on the Plat and Plans, shall have the same meanings as specified in the Act. The following terms, which are not otherwise defined in this Declaration, shall have the following specific meanings in this Declaration:

1.2.1. “Building” means any building erected or to be erected on the Land and described in Paragraph 3.2. **Any** Building located within a Unit, is also, sometimes called herein a “House.” Improvements comprising a part of a Building or intended to be used for purposes incidental to the use of a Building are considered part of the Building.

1.2.2. "Bylaws" means such governing regulations for the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property and the Association, including such amendments thereof as may be adopted from time to time.

1.2.3 "Common Elements" means all portions of the Condominium other than the Units.

1.2.4. "Condominium Documents" mean this Declaration, the Plat and the By-Laws.

1.2.5 "Declarant" shall mean the individuals so identified in Section 1.1 of this Declaration. For the purposes of defining periods of Declarant control or ownership of Units by the Declarant, the term "Declarant" also shall be interpreted to mean an affiliate of a Declarant, as that term is defined in §1601-103 (9) of the Act.

1.2.6. "Eligible Insurer" means an insurer or governmental guarantor of a Mortgage held by an Eligible Mortgage Holder which has delivered written notice to the Association in the same fashion as described in subparagraph 1.2.5 stating the name and address of such insurer or guarantor and containing the same information and statements with respect to such insurer or guarantor that are required pursuant to subparagraph 1.2.5 with respect to such Eligible Mortgage Holder.

1.2.7. "Eligible Mortgage Holder" shall have the same meaning as set forth in 51602-119 (7) of the Act.

1.2.8 "Limited Common Elements" means a portion of the Common Elements allocated by this Declaration for the exclusive use of one or more but fewer than all of the Units.

1.2.9. "Limited Common Expenses" means: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Units to which that Limited Common Element is assigned, either equally or in proportion to the relative Common Expense Liabilities of such Units as between themselves, all as the Executive Board may periodically determine and in accordance with § 1603-115 (c) (1) of the Act; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited generally in accordance with the use of such services as permitted by §1603-115 (c) (2) of the Act, as determined by the Executive Board.

1.2.10. "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a mortgagee or an Eligible Mortgage Holder.

Section 1.3. Name and Address of Condominium.

The name of the condominium is "City View Condominium." The address of the Condominium is 14 Welch Street and 56 Island Avenue, Peaks Island, Maine, 04108.

Section 1.4. Formation of Non-Profit Association To Serve As Condominium Association; Applicability of Bylaws and Rules and Regulations.

Declarant has organized “City View Condominium Association” (the “Association”) a Maine non-profit Association, pursuant to 13-B.M.R.S.A. § 101 *et seq.* The Association has adopted Bylaws. All present and future Unit Owners, mortgagees, lessees and occupants of the Units and the employees and any other persons who may use the facilities of the Condominium in any manner are subject to the Bylaws and to the rules and regulations established by the Board of Directors of the Association (the “Board of Directors” or “Board”) as the Bylaws and the rules and regulations may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit by any of the foregoing persons shall constitute an agreement that the Bylaws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with and the acceptance of a deed or conveyance by a mortgagee of Declarant shall constitute an agreement that the estate of any such mortgagee in and to any such Unit shall be subject to the Bylaws, the rules and regulations and the provisions of the Declaration as they may be amended from time to time. Unless otherwise specifically stated herein, the term “Unit Owner” shall mean the Declarant with respect to each Unit until the first conveyance of each Unit, and thereafter, the record owner or owners of each such Unit.

Each Unit owner will become a member of the Association and will be subject to all the rights and duties assigned to Unit owners under the constituent documents. When there are unsold Units in the project, the Declarant also enjoys the rights and is subject to the responsibilities as they relate to each individual unsold Unit.

Section 1.5. Interpretation.

In the event of any conflict or discrepancy between this Declaration and the Plats and Plans, this Declaration shall govern. In addition to the provisions of this Declaration, the Bylaws and any adopted rules and regulations, the provisions of the Act shall govern the rights and responsibilities of the Declarant, Unit owners and Unit mortgagees.

ARTICLE 2

Section 2.1. Description of Land: Location and Dimension of Buildings.

2.1.1 The Land consists of approximately 14,197.4 square feet with frontage on both Welch Street and Island Avenue on Peaks Island, Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A hereto.

2.1.2 The location and dimension of all improvements on the Land are depicted on the Plat. Such improvements include two free-standing wood-framed buildings (the “Buildings.”) Building A fronts on Welch Street and has a mailing address of 14 Welch Street, Peaks Island, Maine 04108. Building B fronts on Island Avenue and has a mailing address of 56 Island Avenue, Peaks Island, Maine 04108.

2.1.3 The Declarant reserves the Special Declarant Rights set forth in Article 7.1 herein.

2.1.4 The Declarant does not reserve any development rights, as that term is defined by §1601-103 (11) of the Act.

Section 2 U₁ U₁ d.

2.2.1 The Declarant hereby creates a total of four (**4**) units (the “Units.”) Each building contains two Units, the dimensions of which are shown on the Plans. Attached as Exhibit B hereto is a list of all Units, their identifying numbers, and the common element expense interest appurtenant to each Unit. Each Unit has one vote. Each Unit’s fraction or percentage of the ownership interest in common elements is set forth on Exhibit B, except as provided in Section 10.2.2 herein. The boundaries of each Unit are as set forth in the Plats and Plans and are further described as follows:

2.2.1 Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) Upper Boundary: The planes, horizontal or otherwise, formed by the bottom sides of the ceilings.

(b) Lower Boundary: The horizontal plane of the top surface of the floors.

2.2.2 Vertical Boundaries: The vertical boundaries of the Unit shall be the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

2.2.3 All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished services thereon are a part of the Unit, and all other portions of the walls, floors and ceilings are a part of the Common Elements.

2.2.4 If any chute, flue (including any chimney), duct, wire, conduit, bearing wall, bearing column, portion of the utility apparatus or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

2.2.5 Subject to the provisions of section 2.2.4, above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.2.6 Any shutters, awnings, window boxes, doorsteps, frames, sills, thresholds, stoops, halls, **steps**, porches, balconies, patios and flues and all exterior doors and windows or other fixtures designed to serve a single unit but located outside a Unit’s boundaries are Limited Common Elements allocated exclusively to that Unit.

2.2.7 The parking spaces shown on the Plats and Plans are Limited Common Elements allocated to the Units as shown on the Plans, or as allocated in the first conveyance of the Unit by the Declarant, and if no so allocated, **as** allocated from time **to** time by the Association. All Units are entitled to one (1) off street parking space.

2.2.8. Relocation of boundaries between Units and subdivision of Units shall not be permitted.

2.2.9 Declarant may relocate Limited Common Elements within the Buildings so long as the footprint of the Unit(s) affected do not change.

ARTICLE 3

Section 3.1. Common Elements; Limited Common Elements.

3.1.1 The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans. In general, the Common Elements consist of all of the Property covered by this Declaration, except the individual Units as described above and include:

- (a) The Land, with the benefit of and subject to all the accompanying rights and easements described in Exhibit A;
- (b) The foundations, roof, exterior walls, and all load bearing portions of the buildings;
- (c) All pipes, wires, electrical and transmission wires and conduits, all portions of the life safety systems, security systems, and water and sewer utility lines which serve more than one Unit or which serve one Unit only but are located outside its boundary line, excepting equipment owned by public utilities, and
- (d) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

3.1.2 The locations of the Limited Common Elements are shown on the Plats and Plans. In general, the Limited Common Elements consist of that portion of the Common Elements that the Declaration or the Act allocates to the exclusive use or one or more, but fewer than all, of the Units.

Section 3.2. Reserved Common Elements

The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any individual Unit Owner or Owners, and to establish a reasonable charge to such Unit owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of such Common Elements.

Section 3.3. Title of Common Elements in I

Subject to Section 1602-108 of the Act, 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 the expiration of the applicable warranty period provided by the Act in Sections 1604-112 and 1604-113. This section is not intended to confer upon the Declarant development rights, as that term is defined in §1601-103 (11) of the Act.

ARTICLE 4

In addition to the easements created by the Act, the following easements are hereby granted:

Section 4.1. Easement to I Sales and C

4.1.1 The Declarant reserves the right pursuant to section 1602-115 of the Act to use any Units owned or leased by the Declarant as models for this project. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

4.1.2 All Units shall be subject to an easement in favor of the Declarant pursuant to section 1602-116 of the Act, which easement is for the purpose of the Declarant's discharge of his obligations or exercise of reserved rights.

4.1.3 The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units, the Limited Common Elements and the Common Elements.

4.1.4 The foregoing easements shall continue until the Declarant has conveyed all Units in the Condominium for the first time to Unit owners other than the Declarant.

Section 4.2. Easement for Access and Support.

4.2.1 The Declarant reserves in favor of the Declarant and any other person authorized by the Board of Directors, the right of access to any Unit as provided in section 1603-107(a) of the Act and Section 6.14 of the Bylaws. In case of emergency, such entry may be immediate whether or not the owner of the Unit is present at the time.

4.2.2 Each Unit, Limited Common Element and Common Element shall have an easement for lateral and adjacent support from every other Unit, Limited Common Element and Common Element.

4.2.3 Each Unit owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit. This easement **shall** be perpetual and shall pass with the Unit estate as transfers of Unit ownership occur.

Section 4.3. Declarant's an Association Right to G Easements.

The Declarant shall have the right, prior to the termination of the Declarant Control Period, to grant and reserve permits, licenses, and easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, electricity, telephone, cable television and other utilities. After the termination of the Declarant Control Period the Association, through the Board, may grant and reserve easements and rights-of-way through, under, over and across the Property for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, electricity, telephone, cable television and other utilities.

Section 4.4 Existing Easements.

Exhibit C attached hereto sets forth in a general way the nature and extent of existing easements, if any, benefiting or burdening the property.

ARTICLE 5

5.1, Amendment of Declaration.

5.1.1 Amendment of this Declaration shall be in accordance with 33 M.R.S.A. § 1602-117 unless otherwise provided herein.

5.1.2 Subject to the exceptions set forth in 33 M.R.S.A. § 1602-117 (a), this Declaration may be amended only by vote or agreement of all of the Unit owners.

5.1.3 **All** amendments shall be approved in writing by all Eligible Mortgage Holders and by all mortgagees of Declarant on one or more Units.

5.1.4 No amendment to the Condominium Documents shall diminish or impair the rights of mortgagees under the Condominium Documents without the prior written consent of all mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Documents without the prior written consent of the Declarant.

5.1.5 Except as specifically provided in the Condominium Documents, no provision of the Condominium Documents shall be construed to grant to any Unit owner, or to any other person, any priority over any rights of mortgagees. Notwithstanding the foregoing the Declarant shall have the right to prepare, execute and record amendments to the Declaration in the exercise of any Special Declarant Rights without the consent of Unit owners or Eligible Mortgage Holders.

ARTICLE 6

6.1. Declarant's Right to Lease Units Prior to First Conveyance.

The Declarant shall own in fee simple each condominium Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to rent or lease the Units owned by the Declarant prior to such Units being conveyed by Declarant for the first time to persons or entities other than Declarant.

ARTICLE 7

§ 7.1. Special Declarant Rights.

Special Declarant Rights are those rights reserved for the benefit of the Declarant as defined in § 1601-103(25) of the Act, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plats and Plans filed with the Declaration; (b) to use easements through the Common Elements for the purpose of making improvements within the Condominium; (c) to maintain signs advertising the Condominium and models; and (d) to approve or disapprove any acts of the Association or the Board of Directors.

7.1.1 As to City View Condominium, all Special Declarant Rights shall terminate upon Declarant's conveyance of a Unit for the first time to a person or entity other than Declarant or five (5) years after the date the condominium is declared, whichever occurs sooner.

7.1.2 Special Declarant Rights shall be transferable in accordance with § 1603-104 of the Act.

7.1.3 Upon termination of the Declarant Control Period, contracts entered into by the Declarant before the transition to the Permanent Board of Directors may be terminated in accordance with the provision of § 1603-105 of the Act.

Section 7.2. Board of Directors and Declarant Control Period.

7.2.1 Subject to the provisions of the Act, this Declaration or the Bylaws, the Board of Directors of the Association shall have the power to act on behalf of the Association. The Board of Directors shall consist of between two (2) and four (4) members, the specific number to equate with the number of Units in separate ownership. Initially, the members of the Board 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 shall be replaced with members of the Board chosen by Unit owners in accordance with the provisions of paragraph 7.2.2, below.

7.2.2 The transition from Declarant-appointed members of the Board to members of the Board chosen by Unit owners shall occur as follows: Not later than thirty (30) days after the conveyance of a Unit in the Condominium to a person or entity other than the Declarant, the Unit owners shall elect a Board of Directors. The specific number of Board members shall equate with the number of Units in separate ownership, i.e., if a single individual or entity owns more than one unit, the Board of Directors shall have fewer than four members. The period prior to such transition is referred to as the Declarant Control Period. The members of the Board elected by the Unit owners shall serve in accordance with the Bylaws.

ARTICLE 8

Section 8.1. Improvements.

Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Act.

ARTICLE 9

Section 9.1. Restrictions on Use of Units.

In order to provide for compatible occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with this Declaration, the Bylaws and the following provisions:

9.1.1 The Units shall be used only as residences and for reasonable, temporary nonresidential uses permitted by the Board of Directors.

9.1.2 The Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

9.1.3 No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to the Property's residents, or which interferes with the peaceful possession or proper use of the Property by its residents. No boats, campers, or unregistered motor vehicles shall be stored on the Property. The Association shall have the authority to regulate the keeping of pets and animals under its rules and regulations.

9.1.4 No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

9.1.5 No portion of a Unit (other than the entire Unit) may be rented or leased, and no transient tenants may be accommodated therein. A rental or lease of a Unit must be for a minimum period of thirty (30) days pursuant to any single rental agreement or lease. All rental agreements shall be in writing and shall make the tenants' occupancy subject to the Declaration, Bylaws and rules and regulations. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit and thereafter no Unit Owner shall execute a lease of his own Unit unless it complies with such resolution.

9.1.6 No Unit owner shall make any structural addition, alteration or improvement in or to the Building nor shall any Unit owner paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent of the Board of Directors.

9.1.7 No Unit, Limited Common Element or Common Element may be used for the storage of products which shall be deemed extra-hazardous for insurance purposes, nor for the storage of materials which create a hazard to the health of occupants of the Units.

9.1.8 In addition to the foregoing, rules and regulations concerning the use of the Units, the Limited Common Elements and the Common Elements may be promulgated and amended by the Board of Directors with the approval of a majority of the Unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit owner prior to the time when the same shall become effective, and shall be a part of any resale statement package provided to a potential purchaser of a Unit pursuant to 1604-108 of the Act, or, if a transfer is exempt from that requirement, upon transfer of the Unit.

9.1.9 The Association shall not restrict the Unit owners' right to sell, transfer, or convey his or her Unit, including by requiring the Association to be given a right of first refusal before a Unit can be sold.

ARTICLE 10

Section 10.1. Maintenance and Repair of Common and Limited Common Elements.

10.1.1 The Association and the Board of Directors and their designees shall have the right and responsibility to maintain, repair and replace the Common Elements and Limited Common Elements and the roofs of the Buildings. This right and responsibility shall include, without limitation, the life safety systems (including sprinkler and fire alarm systems) utility and service lines and facilities, and building exteriors, excluding the windows, doors, and other building components forming a part of a Unit. No individual Unit owner shall undertake any of the foregoing without the prior permission of said Board of Directors in each instance.

10.1.2 If the sprinkler, smoke alarm and fire alarm systems or any portion thereof lie within the boundaries of a Unit, then the Unit owner shall have the responsibility to maintain those systems in order to keep them operational at all times.

Section 10.2. Maintenance and Repair of Units.

10.2.1 Every Unit owner shall perform promptly all maintenance and repair work within his or her own Unit that, if omitted, would affect the Condominium in its entirety, the Limited Common Elements, the Common Elements, or other Unit(s), including the life safety systems. Every Unit owner shall be expressly responsible for any damages or liabilities resulting from his or her failure to perform such maintenance or repair work.

10.2.2 If any Unit owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association, through its agents, shall have the right but not the obligation to enter the Unit and perform such maintenance or repair in the name of the owner. The Association, after notice to the Unit owner and opportunity for the Unit owner to be heard before the Board of Directors, shall be entitled to assess the Unit owner for the full expense thereof as a service charge due in full at the time of the next regular monthly payment.

10.2.3 All repairs to the heating equipment, water heater, bathroom fixtures, appliances, window glass, doors, and installations of a Unit, if any, including without limitation, carpeting, finish flooring, utility lines, light, power, sewage, telephones, and all other accessories considered a part of such Unit, shall be made at the Unit owner's expense.

Section 10.3. Damage to Common Elements.

A Unit owner shall promptly reimburse the Association for any expenditures incurred by the Association in repairing or replacing any Limited Common Elements or Common Elements damaged through his or her negligence, misuse or neglect, or that of his or her family, guests, lessees, tenants or their pets. A reasonable service charge for repairing such damage may be imposed by the Association, with the approval of the Board of Directors.

ARTICLE 11

Section 11.1. Common Expense Assessments.

11.1.1 Until the Association makes a common expense assessment, Declarant shall pay all the common expenses, but Declarant shall have no obligation to establish reserves.

11.1.2 Common expense assessments shall begin no later than thirty (30) days after conveyance by the Declarant of the first Unit.

11.1.3 After any assessment has been made by the Association, assessments thereafter must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of § 1603-103 of the Act.. After assessments are made each Unit owner, including Declarant with respect to Units owned by Declarant, shall pay the full amount of such assessments to the Association.

11.1.4 Declarant shall be entitled to receive from the purchaser of each Unit at closing reimbursement of the amount of that Unit's percentage of interest in Association funds as of the date of closing.

11.1.5 Any common expense benefiting fewer than all the Units shall be assessed exclusively against the Unit or Units benefited in accordance with the relative proportions of their allocated percentage interest in Common Elements and facilities.

Section 11.2. Statutory Lien.

Each Unit is subject to a statutory lien in favor of the Association for the unpaid common charges as provided in the Act and also is subject to a lien for service charges and penalties, interest, attorneys' fees and costs of collection as provided in the Act, Declaration and Bylaws.

Section 11.3. Service Charges.

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

11.3.2 Service charges shall include without limitation:

(a) If a Unit owner, member of a Unit owner's household, a Unit owner's guest or a Unit owner's tenant requests the Association to perform repair and maintenance work on a Unit, or if a Unit owner, member of a Unit owner's household, a Unit owner's guest or a Unit owner's tenant damages the Limited Common Elements or Common Elements, or fails to perform maintenance and repair work as required herein, the expense thereof as determined by the Board of Directors or its designee may be assessed as a service charge.

(b) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer, heat and/or other utility services.

(c) Insurance premiums on permanent improvements to Units installed by Unit owners and insured by the request of the Unit owner with the Association's hazard insurance carrier.

(d) Charges for management provided to Units by the Association, its agents or designees, and rental fees for leasing or renting Units arranged by the Association, its agents and licensees.

Section 11.4. Liability for Unpaid Assessments.

11.4.1 In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid common charges, assessments, service charges, interest and costs of collection up to the time of the grant or conveyance, although the grantee shall not be prevented from exercising any right to recover from the grantor the amounts paid for those assessments, common charges, etc.

11.4.2 A grantee or proposed purchaser under a purchase and sale contract for a Unit must be provided with a resale statement pursuant to §1604-108 of the Act, setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the Unit as of the date of grant or conveyance and such other items required by the Act. The Association may charge a fee for such statement to the current owner of the Unit. The amount of such fee shall be set by the Board.

11.4.3 The grantee shall not be liable for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest and costs of collection accrued thereafter.

11.4.4 Notwithstanding the foregoing or any other provision of this Declaration, any first mortgagee of a Unit obtaining title to the Unit pursuant to foreclosure or the remedies provided in the mortgage shall not be liable for the Unit's unpaid Common Element assessment or special assessment accrued before title is so acquired.

Section 11.5. Violations.

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice to cure is provided by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

ARTICLE 12

Section 12.1. Controlling Authority; Remedies.

12.1.1. If any provision of this Declaration, the Bylaws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances shall be found by a court of competent jurisdiction to be in conflict with any applicable law, including, but not limited to, the Act, then the law shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

12.1.2. If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a Unit, or the rules and regulations is judicially held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

12.1.3 Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

12.1.4 In any dispute between one or more Unit Owners and the Declarant regarding the Common Areas, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

12.1.5 Each Unit Owner, each first mortgagee of a Unit and the Association shall have a right of action against the Association or any Unit Owner failing to comply with the Declaration, Bylaws or the rules and regulations.

Section 12.2. Dispute Resolution.

12.2.1 All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s) 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 Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

12.2.2 This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

12.2.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

Section 12.3. Notices.

Any notice required or given pursuant to this Declaration to the Board of Directors of the Association or to any Unit owner may be delivered to any Director or such Unit owner either in person or by delivering it to his Unit by mail or by hand, or as otherwise permitted by the Bylaws.

IN WITNESS WHEREOF, the Declarant executed **this** Declaration this 13 day of December, 2004.

DECLARANT:

Howard U. Heller
Howard U. Heller

Betty D. Heller
Betty D. Heller

PORT ISLAND REALTY, INC.

R. Kirk Goodhue
R. Kirk Goodhue, President

STATE OF MAINE
CUMBERLAND, ss

Date: 12/13/04

The personally appeared the above-named Howard U. Heller and Betty D. Heller and acknowledged the foregoing to be their free act and deed.

Before me,

Jenyce C. Levi
Notary Public

SEAL

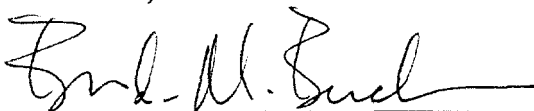
Printed Name JENYCE C. LEVI
Notary Public, Maine
My Commission Expires February 5, 2011
Commission Expires:

§
STATE OF MAINE
CUMBERLAND, ss

Date: 11/29/04

The personally appeared the above-named R. **Kirk** Goodhue, duly authorized President of Port Island Realty, Inc. and acknowledged the foregoing to be his free act and deed in such capacity, and the **free** act **and** deed of said corporation.

Before me,



~~Notary Public~~ ATTORNEY AT LAW

BRENDA M. BUCHANAN

Printed Name

Commission Expires: N/A

EXHIBIT A

A certain lot of parcel of land with frontage on Welch Street and Island Avenue on Peaks Island in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at a found iron rod bearing a cap marked "N.L. PLS 2124" (a "PLS 2124 cap") located on the northerly sideline of Welch Street at the southeasterly comer of a parcel now or formerly of James Lagoulis and George W. Clark, Trustees that is described in a deed recorded in the Cumberland County Registry of Deeds ("CCRD") in Book 6824, Page 26; thence North 21°10' 41" East a distance of 49.16 feet, more or less, to a found iron rod bearing a PLS 2124 cap; thence South 70°54' 19" East a distance of 27 feet, more or less, to a point which is a mark on the edge of a large concrete block 1.14 feet from the southerly comer of said block; thence North 11°32' 41" East a distance of 73.14 feet, more or less, to a set iron rod bearing a cap marked "PLS 2063" (a "PLS 2063 cap") located at the southwesterly comer of a parcel now or formerly of Edward R. Crabb and Kristen M. Chalmers that is described in a deed recorded in the CCRD in Book 11891, Page 10; thence South 84°50' 36" East a distance of 119.50 feet, more or less, to an iron rod bearing a PLS 2063 cap set at the westerly sideline of Island Avenue; thence along the westerly sideline of Island Avenue on a course South 11°26' 29" East a distance of 61.72 feet, more or less, to a set iron rod bearing a PLS 2063 cap; thence South 86°25' 41" West a distance of 73.50 feet, more or less, to a set iron rod bearing a PLS 2063 cap; thence South 12°59' 06" West a distance of 57.37 feet, more or less, to a set iron rod bearing a PLS 2063 cap located on the northerly sideline of Welch Street; thence North 77°22' 38" West a distance of 105.47 feet, more or less, to the iron rod marking the point of beginning.

Containing 14,197.4 square feet, more or less.

Bearings and distances taken from a plan titled "City View Condominium, 14 Welch Street and 56 Island Avenue, Peaks Island, Portland, Maine" made by Northeastern Land Surveying of Gorham, Maine dated April 21, 2004 and recorded in the CCRD, Plan Book 204, Page 909.

EXHIBIT B

The City View Condominium shall consist of two buildings, Building A and Building B. Each Building shall contain two units, numbered as set forth below.

Building A

<u>Unit #</u>	<u>% wnership of common elements</u>
Unit Number 1	25%
Unit Number 2	25%

Building B

Unit Number 3	25%
Unit Number 4	25%

EXHIBIT C

Easements burdening the parcel described in Exhibit A

1. Rights and easements granted by Aram Comfort and Agnes H. Comfort to Central Maine Power Company and New England Telephone and Telegraph Company by instrument dated July 23, 1972 and recorded in the Cumberland County Registry of Deeds ("CCRD") Book 3475, Page 56.
2. Restrictions on overburdening a shared septic system set forth in a deed **from** Richard A. Faulkner and Frances I. Dugan to Howard U. Heller and Betty D. Heller dated March 10, 1979 and recorded in Book 4394, Page 55.
3. Rights and easements regarding a sewer line set forth in a deed from Howard U. Heller and Betty D. Heller to John T. MacDermott and Jane C. MacDermott dated November 19, 1982 and recorded in **Book** 5067, Page 257.
4. Matters shown on a plan titled "City View Condominium, 14 Welch Street and 56 Island Avenue, Peaks Island, Portland, Maine" made by Northeastern Land Surveying of Gorham, Maine dated April 21, 2004 and recorded in the CCRD, Plan **Book** 204, Page 909.

Received
Recorded Register of Deeds
Dec 16, 2004 03:55:31F
Cumberland County
John B O'Brien

WARRANTYDEED

KNOW ALL BY THESE PRESENTS that HOWARD U. HELLER and BETTY D. HELLER, of Peaks Island, in the City of Portland, County of Cumberland and State of Maine, with a mailing address of 400 Seashore Avenue, Peaks Island, Maine 04108, for consideration paid, hereby grant to PORT ISLAND REALTY, INC., a Maine corporation with a mailing address of P.O. Box 7341, Portland, Maine 04112, with **WARRANTY COVENANTS**, a one-half interest in that certain parcel of land, with the buildings thereon, situated on Peaks Island in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at the corner formed by the intersection of the westerly side line of Island Avenue with the northeasterly side line of Welch Street; thence running northwesterly along the northeasterly side line of Welch Street two hundred seven (207) feet, more or less, to a point two (2) feet easterly from the intersection of a twenty (20) foot, more or less, in width traveled way running northeasterly from Welch Street; thence running northeasterly, parallel to and distant two (2) feet from the easterly line of said way, forty-six (46) feet, more or less, to a point, now or formerly marked by a stake; thence running southeasterly, at an interior angle of 92-05', twenty-seven (27) feet, more or less, to a point which is a mark on edge of large concrete block one and fourteen-hundredths (1.14) feet from the southerly comer of said concrete block; thence running northeasterly, at an exterior angle of 82-27', one hundred six and thirty-seven hundredths (106.37) feet to a point which is a comer of a cyclone fence, said fence being on the southerly line of land formerly of John Brackett and later of W.T. Jones; thence running southeasterly along said Jones' line one hundred twelve (112) feet, more or less, to the northerly side line of Island Avenue; thence running southwesterly along northerly side line of Island Avenue one hundred sixty-three (163) feet, more or less, to the point of beginning.

EXCEPTING AND RESERVING the following two (2) parcels previously conveyed:

Parcel One:

Commencing at a P.K. nail set at the intersection of the westerly sideline of Island Avenue and the northeasterly sideline of Welch Street; thence from said P.K. nail set North 61° 56' West, one hundred and five and seventy-two hundredths (105.72) feet to other land of Howard U. Heller et al; thence North 28° 22' 24" East, fifty-seven and thirty-seven hundredths (57.37) feet to a stake at other land of Howard U. Heller et al; thence South 78° 08' 19" East seventy-three and fifty hundredths (73.50) feet to the westerly sideline of Island Avenue; thence South

MAINE REAL ESTATE TAXPAID

04° 00' 00" West, eighty-five and twenty-eight hundredths (85.28) feet along the westerly sideline of Island Avenue to the P.K. nail set and point of beginning.

Meaning and intending to except and reserve from this conveyance those premises conveyed by the Grantors herein to John T. MacDermott and Jane C. MacDermott by Warranty Deed dated November 19, 1982 and recorded in the Cumberland County Registry of Deeds ("CCRD") in **Book** 5067, Page 257.

Parcel Two:

Beginning on the westerly side of Island Avenue at the southeasterly corner of land conveyed by Stanley R. Williamson et al to William I. Paine et al by deed dated October 2, 1978 and recorded in the Cumberland County Registry of Deeds in **Book** 4315, Page 304; thence southerly along said Island Avenue sixteen (16) feet; thence westerly along other land of Howard U. Heller one hundred and twenty (120) feet more or less to the northwesterly side line of said Heller's land; thence northeasterly thirty-three (33) feet to the southwesterly corner of said Paine land; thence southeasterly along a fence and said Paine's land one hundred twelve and eight-tenths (112.8) feet to the westerly side of Island Avenue and the point of beginning.

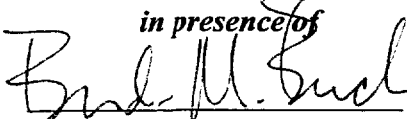
Meaning and intending to describe those premises conveyed by the Grantors herein to William I. Paine and Iris A. Paine by Warranty Deed dated May 31, 1980 and recorded in **Book** 4611, Page 182.

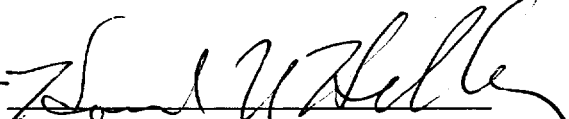
MEANING AND INTENDING to describe and convey and hereby conveying a one-half interest in and to a portion of those premises conveyed to the Grantors herein by Warranty Deed of Richard A. Faulkner and Frances I. Dugan dated March 10, 1979 and recorded in the CCRD in **Book** 4394, Page 55.

IN **WITNESS** WHEREOF, the said HOWARD U. HELLER and BETTY D. HELLER have hereunto executed this instrument this thirtieth day of June, 2004.

SIGNED, SEALED and DELIVERED

in presence of


Witness


HOWARD U. HELLER

to both
Witness

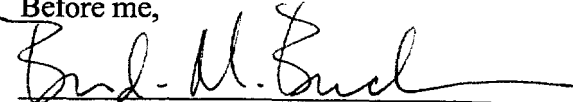

BETTY D. HELLER

STATE OF MAINE
CUMBERLAND, ss

Date: 6/30/04

Then personally appeared the above named HOWARD U. HELLER and BETTY D. HELLER,
who acknowledged the foregoing instrument to be their free act and deed.

Before me,



~~Notary Public~~ Attorney at Law

BRENDA M. BUCHANAN

Printed Name

Commission Expires: N/A

Received
Recorded Register of Deeds
Jun 30, 2004 01:40:49P
Cumberland County
John B O'Brien



CHART	LETTER	BLOCK	LOT	UNIT NO.	CARD NUMBER	110	NUMBER	STREET NAME	101	CLASS	111	STREET CODE	112	STREET NO.	102	LAND USE	113	ROUTE
084	-	Q	004		02 of 02		16	WELCH ST		CI						27		30

OWNER & MAILING ADDRESS
 11 HELLER BETTY D
 12
 13
 14

LEGAL DESCRIPTION

LIVING UNITS	ZONE	NC	NEIGHBORHOOD	PARTIAL	ACCOUNT NO.	FRAME NUMBER	PLANNING DISTRICT
001	IB	[]	913		120	716-5085	

LAND DATA & COMPUTATIONS

DELETED	0 NONE	N	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	ACTUAL UNIT PRICE	DEPTH FACTOR	EFFECTIVE UNIT PRICE	INFLUENCE FACTOR	LAND VALUE
9	0 NONE	N								
0	LOT	L								
1	1 Regular Lot	L								
2	2 Apartment Sigs	L								
3		L								
4	SQUARE FEET	S								
5	1 Primary Site	S								
6	2 Secondary Site	S								
7	3 Undeveloped	S								
8	4 Residual	S								
9	5 Waterfront	S								
0	0 TOTAL	S								

INFLUENCE FACTORS

- 1 Unimproved
- 2 Location
- 3 Topography
- 4 Site or Shape
- 5 Economic Mismatchment
- 6 Restrictions
- 7 Corner
- 8 View
- 9 Traffic

VEHICLE	1	ALL PUBLIC UTILITIES	2	PAVED STREET/ROAD	3	LIGHT TRAFFIC	4	LAND	PREVIOUS ASSESSMENT
1	1	1	1	1	1	1	1	LAND	LAND
2	2	2	2	2	2	2	2	BUILDING	BUILDING
3	3	3	3	3	3	3	3	TOTAL	TOTAL
4	4	4	4	4	4	4	4	EXEMPT	EXEMPT
5	5	5	5	5	5	5	5		
6	6	6	6	6	6	6	6		
7	7	7	7	7	7	7	7		
8	8	8	8	8	8	8	8		

MEMORANDUM

PLEASED

DBA PORT ISLAND REALTY TENANT WOULDNT DIS-
 ENTRY AND EIR APT PARTIALLY USED AS STUDIO
 CLOSE RENT AND W. PARTIALLY USED AS STUDIO

SIGNATURE: *[Signature]*

DATE INSPECTED: 9/28/80

COLLECTOR: *[Signature]*

MARKET REVIEW TOTAL VALUE \$ _____

EXEMPT VALUE \$ _____

REASON: _____ DATE: _____

Master Heating System #9 0152
Deck #9 0208

3103 - Northside - Texas St
Rt 2100 - Kelly 0300 1000 1000

4/23/92



CHART	LETTER	BLOCK	LOT	UNIT NO.	CARD NUMBER	NUMBER	STREET NAME	CLASS	STREET CODE	STREET NO.	LAND USE	ROUTE	
084		Q	004	001	0102	110	ISLAND AVE	101	111	112	102	27	3

OWNER & MAILING ADDRESS

HELER BETTY D + HOWARD V.

Don't put down for

LEGAL DESCRIPTION

Revalue 10/1/50

LIVING UNITS	ZONE	NC	NEIGHBORHOOD	PARTIAL	ACCOUNT NO.	FRAME NUMBER	PLANNING DISTRICT
002	IB	[]	913		H 26817	120	

LAND DATA & COMPUTATIONS

DELETE 300-330	0 NONE	N	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	ACTUAL UNIT PRICE	DEPTH FACTOR	EFFECTIVE UNIT PRICE	INFLUENCE FACTOR	LAND VALUE
				14836						

TOPOGRAPHY	UTILITIES	PROPERTY FACTORS	STREET/ROAD	TRAFFIC	VALUE SUMMARY	PREVIOUS ASSESSMENT
1 All Public	411	421	PAVED	1 LIGHT	LAND	LAND
2 Public Water			SEMI-IMPROVED	2 MEDIUM	BUILDING	BUILDING
3 Public Sewer			UNPAVED	3 HEAVY	TOTAL	TOTAL
4 Gas			PROPOSED	4 NONE	EXEMPT	EXEMPT
5 Well			CURB & GUTTER	5 NONE		
6 Septic			SIDEWALK	6 NONE		
7 Alley			ALLEY	7 NONE		
8 None			NONE	8 NONE		

INFLUENCE FACTORS

- 1 Unimproved
- 2 Location
- 3 Topography
- 4 Size or Shape
- 5 Economic Misimprovement
- 6 Restrictions
- 7 Corner
- 8 View
- 9 Traffic

MEMORANDUM

5/30/94
Monitor better in order to etc

SIGNATURE: _____

DATE INSPECTED: *08/08/89*

COLLECTOR: *GA*

NO	YR	TYPE	AMOUNT	SOURCE	VALID
200					
201					
202					

ENTRANCE CODES	INFO CODES
0 Entrance and Signature Gained	1 Owner
1 Entrance Gained	2 Tenant
2 Not Applicable, Unimproved Parcel	3 Other
3 Entrance and Information Refused	
4 Entrance Refused, Information at Door	
5 Currently Unoccupied	
6 Estimated for Miscellaneous Reasons (See Memorandum)	
7 Occupant Not at Home	

SIGNATURE BY OWNER OR AGENT BELOW INDICATES DATA ON THIS FORM WAS COLLECTED IN YOUR PRESENCE. IT DOES NOT MEAN THAT YOU HAVE VERIFIED THE INFORMATION HEREON.

MARKET REVIEW TOTAL VALUE	REASON	DATE	REVIEWER
EXEMPT VALUE	REASON	DATE	REVIEWER

999 DELETE 601-610		609		APARTMENT DATA																
GEN. BLDG. DATA	NO.	LINE	STR. CODE	MEASUREMENT 1	MEASUREMENT 2	IDENT. UNITS	NO.	LINE	STR. CODE	MEASUREMENT 1	MEASUREMENT 2	IDENT. UNITS	% GOOD	NO.	LINE	STR. CODE	MEASUREMENT 1	MEASUREMENT 2	IDENT. UNITS	% GOOD
01 9200	601	2	RR5	---	---	022	605	---	---	---	---	---	---	---	---	---	---	---	---	---
BLDG. VR BUILT UNITS	602	2	RR5	---	---	021	606	---	---	---	---	---	---	---	---	---	---	---	---	---
105 DT 01	603	---	---	---	---	---	607	---	---	---	---	---	---	---	---	---	---	---	---	---
STRUCT. COST MODIFIER UNITS	604	---	---	---	---	---	608	---	---	---	---	---	---	---	---	---	---	---	---	---

TOTAL OTHER FEATURES & ATTACHED IMPROVEMENTS

SEC. NO.	LEVELS FROM TO	DIMENSIONS	PERIM.	USE TYPE	WT. HT.	EXT. WLS. TYPE	CONTS. TYPE	NO. FINISH	PTNS.	HTG.	AC.	PLBG.	SPRINK.	SF RATE	SE	PHYS. COND.	FUNG. UTIL. FACT.	AGE FACT.	UNADJUSTED		% GOOD	UNADJUSTED R C N	
																			RCN	% GOOD			
1	01	01	216	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
2	01	01	888	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
3	01	01	124	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
4	02	02	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
5	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
6	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
7	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
8	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

INTERIOR / EXTERIOR DATA

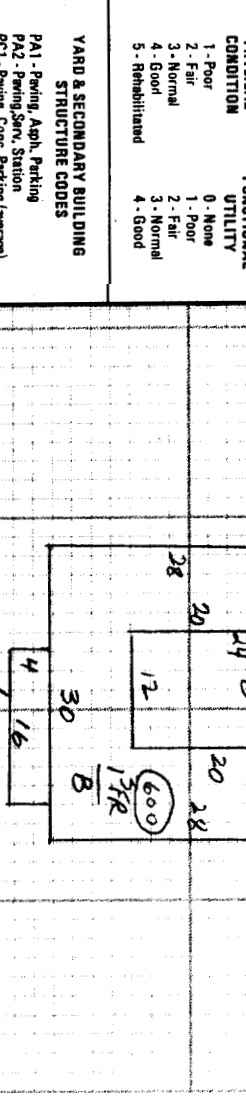
INTERIOR / EXTERIOR MATERIAL

STRUCTURE TYPE CODES	USE TYPE CODES	EXTERIOR WALL MATERIAL
1 - Apart. Garden 2 - Apartment H.R. 3 - Hotel/Motel, H.R. 4 - Hotel/Motel, L.R. 5 - Restaurant 6 - First Food 7 - Food Dealer, F.S. 8 - Serv. Station (full) 9 - Serv. Station (partial) 10 - Parking Gar/Dock 11 - Reg. Shop, Mail 12 - Cmty. Shop, Can. 13 - High. Shop, Can. 398 - Warehouse	011 - Apartment 012 - Motel 021 - Dwelling Conv. 025 - Office 026 - Dwelling Conv., Sales 031 - Restaurant 032 - Disc. Store/Markt. 033 - Disc. Store/Markt. 034 - Retail Store 043 - Manufacturing 044 - Light Mfg. 045 - Warehouse 052 - Medical Cen.	00 - None 01 - Brick or Stone 02 - Frame 03 - Conc. Block 04 - Brick & C.B. 05 - Tile 06 - Masonry & Frame 07 - Mt. Light 08 - Mt. Sandwich 09 - Conc. Load Bearing 10 - Conc. Non-Load Bearing 11 - Glass 12 - Glass & Masonry 13 - Enclosure

EXTERIOR PARTITIONS	CONSTRUCTION TYPES	HEATING SYSTEM	AIR CONDITION
0 - None 1 - Below Normal 2 - Normal 3 - Above Normal	1 - Wood Joist (wd. & steel) 2 - Fire resistant (steel frame) 3 - Fireproof (frim. conc. frame) 4 - Light Steel	0 - None 1 - Hot Air 2 - Unit Water/Steam 3 - Unit Heaters 4 - Electric 5 - Heat Pump 6 - Solar	0 - None 1 - Central 2 - Unit 3 - Other

PLB&WATER	% OF SPRINKLER	PHYSICAL CONDITION	FUNCTIONAL UTILITY	YARD & SECONDARY BUILDING STRUCTURE CODES
0 - None 1 - Minimum 2 - Adequate 3 - Good	1 - % 2 - % 3 - % 4 - Full	1 - Poor 2 - Fair 3 - Normal 4 - Good 5 - Rehabilitated	0 - None 1 - Poor 2 - Fair 3 - Normal 4 - Good	P A1 - Paving, Asphalt, Parking P A2 - Paving, Sign, Station P C1 - Paving, Conc. Parking (average) P C2 - Paving, Conc. Heavy Duty A F1 - Fence, Chainlink R R1 - Railroad Tracks C P5 - Canopy Only C P7 - Canopy, Serv. Sta. (economy) C P8 - Canopy, Serv. Sta. (average) C P9 - Canopy, Serv. Sta. (good)

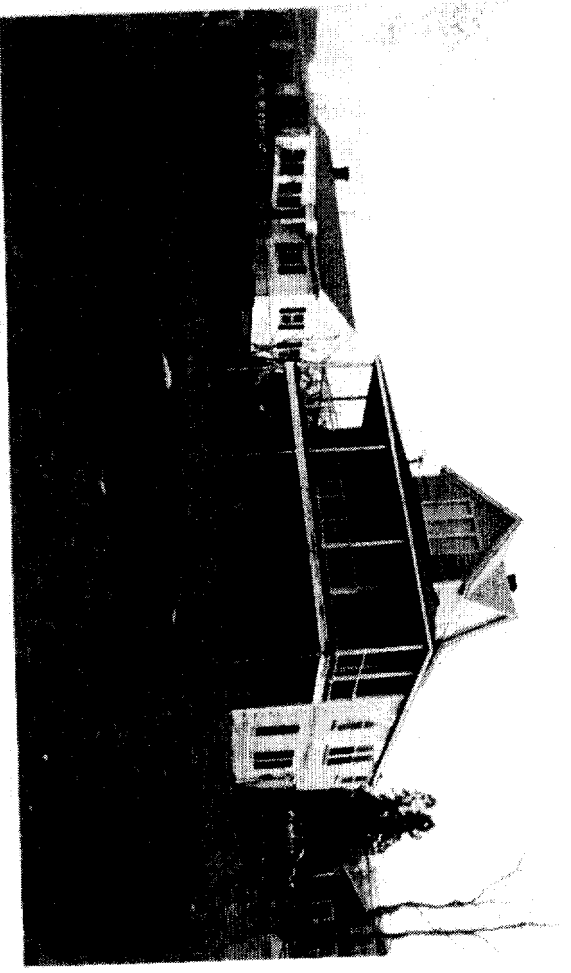
STR. CODE	FLAT +/-	DIMENSIONS	IDENT. UNIT	PHYS. COND.	FUNG. UTIL. BLT.	YR. GD.	RCN	RCNLD
1	---	---	---	---	---	---	---	---
2	---	---	---	---	---	---	---	---
3	---	---	---	---	---	---	---	---
4	---	---	---	---	---	---	---	---
5	---	---	---	---	---	---	---	---
6	---	---	---	---	---	---	---	---
7	---	---	---	---	---	---	---	---
8	---	---	---	---	---	---	---	---
9	---	---	---	---	---	---	---	---



9 DELETE 701-706
YARD IMPROVEMENTS AND/OR SECONDARY BUILDINGS
RCN
RCNLD
FROM - TO
TOTAL COST MODIFI R C N
UNADJUSTED
% GOOD
UNADJUSTED R C N
OFF
OFF
OFF
OFF
OFF

#550157 H no-1-K-1 System

4/23/92



**CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I**

To the Manager of Building and Inspection Services, City of Portland, Maine, the undersigned hereby applies for a Condominium Conversion Permit.

Location of Project: 14 1/2 Weld St
56 Island Ave
Beal's Island

Block # 84 Part # Q 4
Q
Lot# 4

Name of Owner: Beal's Island Realty (a partnership) - Howard - Betty Heller

Address: c/o P.O. Box 23 7341 Portland, Me 04112

Telephone No.: 402-671-3199

Name of Project: City View Condominium

Number of Units to be Converted: 4

Number of Units Applying For: 4

Number of Units in Structure: 4

Date on which Declaration of Condominiums was filed in CCRD: _____

Approved by: _____

ZONING: _____ DATE: _____

Number of Units Approved (Circle)

Fire Dept. 1 2 3 4 **5** 6 7 8 9 10 Other _____

DATE: _____

Plumbing: 1 2 3 4 5 6 7 8 9 10 Other _____

DATE: _____

Elec: 1 2 3 4 5 6 7 8 9 10 Other _____

DATE: _____

Bldg./Hsg. 1 2 3 4 5 6 7 8 9 10 Other _____

DATE: _____

Comments:

**CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART III: PROJECT DATA**

1. Assessors reference, Chart, Block, Lot: 84 0 4
2. Number of Units before conversion: 4
- 2 Units with 1 bedroom 1 Units with 2 bedrooms
- 0 Units with 3 or more bedrooms (1 Commercial Condo)
3. Monthly rent range (specify with or without utilities, being specific about the utilities)
600 - 750 Without Utilities
-

4. Number of Units after conversion: 4
- 2 Units with 1 bedroom 1 Units with 2 bedrooms
- 0 Units with 3 or more bedrooms (1 Commercial Condo)

5. Purchase Price range: 110,000/Per

6. Length of time building owned by applicant: 6 months & 20-25 years

7. Improvements, renovations or modifications being made in association with this conversion will require the following permits (please circle all that apply): None
- Building Plumbing Heating Electrical

8. Type and cost of building improvements being made in association with this conversion that will not require permits:
- \$ A- exterior walls, windows, doors, roof
- \$ 0- insulation
- \$ 1500 unit interior cosmetic (wall/floor refinishing, etc.)
- \$ _____ other (please specify) _____
-
- \$ 0.00 no improvements being made

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 02-1220	Issue Date: 11/13/2002	CBL: 084 Q004001
-----------------------	---------------------------	---------------------

Location of Construction: 56 Island Ave	Owner Name: Heller Betty D & Howard U Jts	Owner Address: 400 Seashore Ave	Phone:
Business Name: n/a	Contractor Name: Thompson & Johnson Woodworkers	Contractor Address: 344 Seashore Ave Peaks Island	Phone: 2077665219
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Alterations - Commercial	Zone:

Past Use: Multi Use / Commercial; 1st floor, offices and 2nd floor, residential.	Proposed Use: Multi Use / Repair water damage and rot.	Permit Fee: \$184.00	Cost of Work: \$22,200.00	CEO District: 1
		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group Type:	

Proposed Project Description: Repair water damage and rot. <i>really old for</i> <i>renting 14-16 weeks</i>	Signature:	Signature:
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
signature:	Date:	

Permit Taken By: gg	Date Applied For: 10/25/2002	Zoning Approval
------------------------	---------------------------------	------------------------

<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
---	---	---	---

CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION **1420-4 Welch St. Peaks Isl.**

Issued to **Howard Heller**

Date of Issue **October 18, 1984**

This is to certify that the building, premises, or part thereof, at the above location, built—altered—changed as to use under Building Permit No. **42860**, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire

Single Family with office on 1st floor

Limiting Conditions

This certificate supersedes certificate issued

Approved:

10-18-84

(Date)

Inspector

Inspector of Buildings

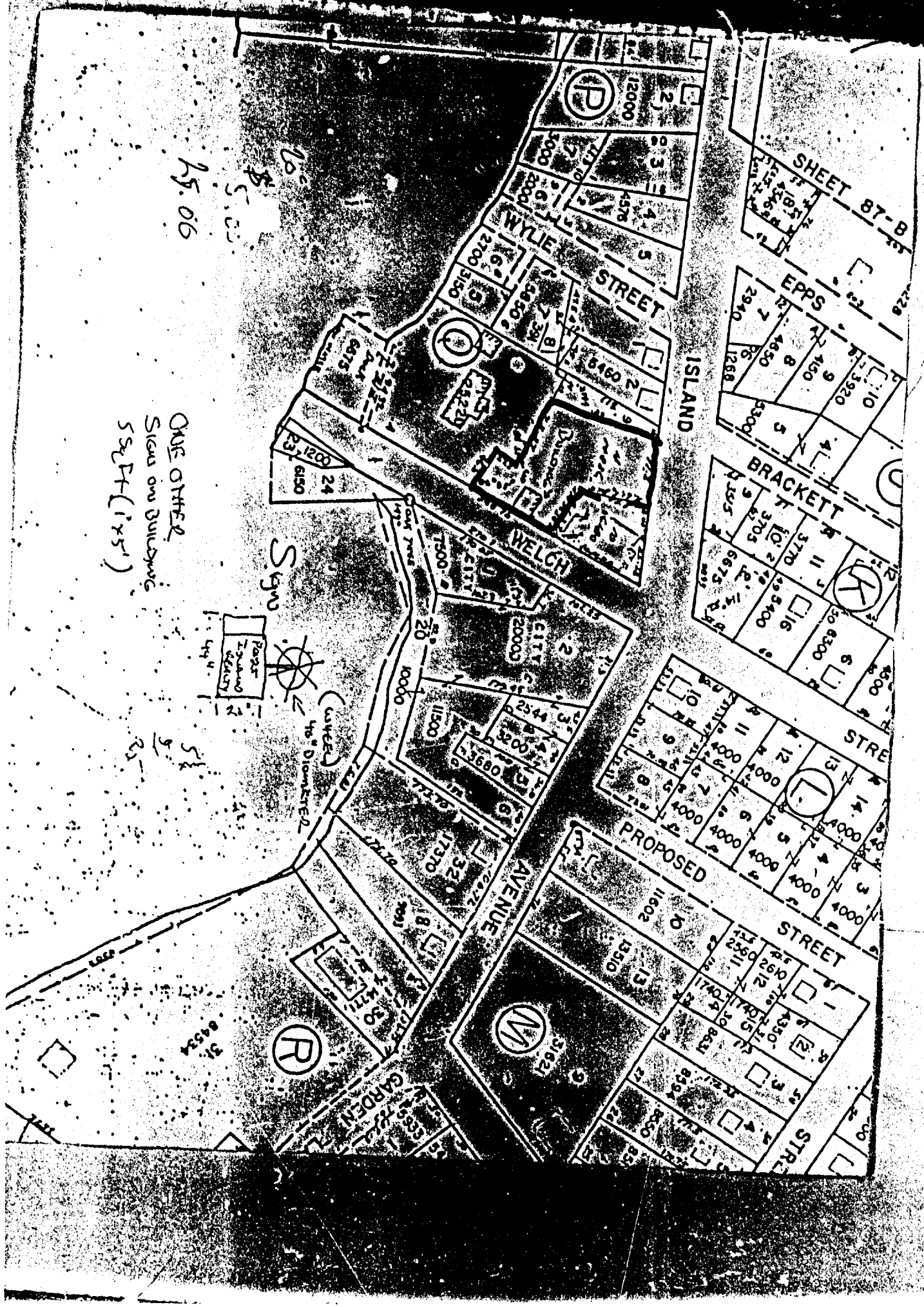
9020

This certificate identifies level of building or premises, and shall be transferred from owner to owner when property changes hands. Copy will be furnished to owner at same for one dollar.

As. 06

ONE OTHER
Signs on Building
58 FT (125')

Signs





CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION

84-Q-4 Isl. & Welch St. Peaks Island

Issued to **Jane & John T MacDermott**

Date of Issue **February 16, 1983**

This is to certify that the building, premises, or part thereof, at the above location, built—altered—changed as to use under Building Permit No. **83-098**, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

APPROVED OCCUPANCY

Entire

Antique & Gift Shop

Limiting Conditions:

This certificate supersedes certificate issued

Approved:

2-16-83
(Date) *Arthur A. [Signature]*
Inspector

[Signature]
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.



APPLICATION FOR PERMIT

PERMIT ISSUED

B.O.C.A. USE GROUP

B.O.C.A. TYPE OF CONSTRUCTION

00-783

SEP 24 1980

ZONING LOCATION

PORTLAND, MAINE

Sept. 23, 1980

CITY OF PORTLAND

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

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

LOCATION 84-0-3 & 4 Island Ave, Peaks Island Fire District #1 [], #2 []
1. Owner's name and address Howard Beller, 377 Fore Street, Tele. home 775-7253
2. Lessee's name and address P.O. Box 7241, 04112 Tele
3. Contractor's name and address Walter Crandall, Peaks Island Telephone 766-2272
4. Architect Specifications Plans No. of sheets
Proposed use of building 2 family No. families
Last use 1 family No. families
Material No. stories Heat Style of roof Roofing
Other buildings on same lot
Estimated contractual cost \$ 15,000

FIELD INSPECTOR - Mr. Hugh @ 775-3451 Ext. 234
This application is for:
Dwelling
Garage
Masonry Bldg.
Metal Bldg.
Alterations
Demolitions
Change of Use
Other

GENERAL DESCRIPTION
Change of use from 1 to 2 families with new apartment in basement of dwelling, as per plans. 1 sheet of plans.
Stamp of Special Conditions
Fee \$ 68.50
ch of use 15.00
Related fee 100.00

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

PERMIT IS TO BE ISSUED TO 1 [] 2 [] 3 [] 4 []

DETAILS OF NEW WORK

Is any plumbing involved in this work? Is any electrical work involved in this work?
Is connection to be made to public sewer? If not, what is proposed for sewage?
Has septic tank notice been sent? Form notice sent?
Height average grade to top of plate Height average grade to highest point of roof
Size, front depth No. stories Solid or filled land? earth or rock?
Material of foundation Thickness top bottom cellar
Kind of roof Rise per foot Roof covering
No. of chimneys Material of chimneys of lining Kind of heat fuel
Framing Lumber - Kind Dressed or full size? Corner posts Sills
Size Girder Columns under girders Size Max. on centers
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
Joists and rafters: 1st floor 2nd 3rd roof
On centers: 1st floor 2nd 3rd roof
Maximum span: 1st floor 2nd 3rd roof
If one story building with masonry walls, thickness of walls height?

IF A GARAGE

No. cars now accommodated on same lot to be accommodated number commercial cars to be accommodated
Will automobile repairing be done other than minor repairs to cars habitually stored in the proposed building?

APPROVALS BY:

DATE

MISCELLANEOUS

BUILDING INSPECTION - PLAN EXAMINER

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

ZONING:

BUILDING CODE:

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

Fire Dept.:

Health Dept.:

Others:



APPLICATION FOR PERMIT

0225

PERMIT ISSUED

B.O.C.A. USE GROUP

B.O.C.A. TYPE OF CONSTRUCTION

000226

APR 10 1979

ZONING LOCATION

PORTLAND MAINE, APR 16, 1979

CITY OF PORTLAND

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

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

LOCATION 84-0-3 & 4 Island Ave. Peaks Island Fire District #1, #2
1. Owner's name and address Howard Heller - Seashore Ave, Pk. Isl. Telephone 775-7253
2. Lessee's name and address Mover James G. Merry Bldg. Movers-Gorham Telephone
3. Contractor's name and address Foundation - Gil Faulkner - Amer Four Telephone
4. Architect Specifications Plans No. of sheets
Proposed use of building dwelling No. families 1
Last use No. families
Material No. stories Heat Style of roof Roofing
Other buildings on same lot
Estimated contractual cost \$ 2,000 for foundation move bldg. Fee \$ 10.00 25.00

FIELD INSPECTOR—Mr.

GENERAL DESCRIPTION

This application is for: @ 775-5451
Dwelling Ext. 234
Garage
Masonry Bldg.
Metal Bldg.
Alterations
Demolitions
Change of Use
Other Foundation & Move building

To move dwelling from corner of Island Ave. & Sterling Streets to above location, to be moved 4-17-79 foundation to be Stamp of Special Conditions built for new dwelling as old one did not have one, as per plans, foundation to be 30 x 31

NOTE TO APPLICANT: Separate permits are required by the installers and subcontractors of heating, plumbing, electrical and mechanicals. 377 Fore Street sand permit to Port Island Realty C/O Howard Heller

PERMIT IS TO BE ISSUED TO 1 2 3 4

DETAILS OF NEW WORK

Is any plumbing involved in this work? Is any electrical work involved in this work?
Is connection to be made to public sewer? If not, what is proposed for sewage?
Has septic tank notice been sent? Form notice sent?
Height average grade to top of plate Height average grade to highest point of roof
Size, front depth No. stories Solid or filled land? earth or rock?
Material of foundation Thickness top bottom cellar
Kind of roof Rise per foot Roof covering
No. of chimneys Material of chimneys of lining Kind of heat fuel
Framing Lumber—Kind Dressed or full size? Corner posts Sills
Size Girder Columns under girders Size Max. on centers
Studs (outside walls and carrying partitions) 2x4-16" O. C. Bridging in every floor and flat roof span over 8 feet.
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BUILDING CODE:

Will there be in charge of the above work a person competent

Fire Dept.:

to see that the State and City requirements pertaining thereto

Health Dept.:

are observed?

Others:

Signature of Applicant

Howard Heller

Phone # name

Type Name of above

1 2 3 4

Other

and Address

APPLICATION FOR PERMIT TO
RENOVATE BUILDING ON LOT
84-B-4 AND ADD 3RD FLOOR
APARTMENT IN FLOOR REPAIRS
OFFICE SPACE
3000 B-2

RECEIVED
MAY 2 2 1984
DEPT. OF BLDG. INSP.
CITY OF PORTLAND

