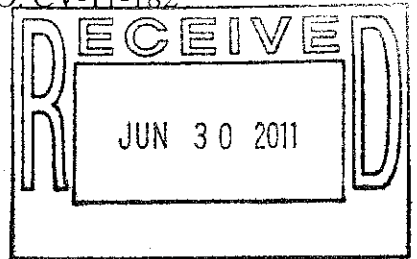


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STATE OF MAINE
CUMBERLAND, ss.

DISTRICT COURT
CIVIL ACTION
DOCKET NO. CV-11-182



CITY OF PORTLAND, a body politic and)
Corporate, located in the County of)
Cumberland and State of Maine,)

Plaintiff)

v.)

CHEUNGLUI H. YEE,)

Defendant)

CONSENT DECREE

NOW COME the parties in the above-captioned case and stipulate and consent to
Judgment as follows:

1. Plaintiff, City of Portland, is a municipal corporation under the laws of the State of Maine.
2. Defendant, Cheunglui H. Yee, is an individual and owner of certain property located at 120 Baxter Boulevard Portland, Cumberland County, Maine (the "Property").

3. Both parties consent to the filing of this Consent Decree and issuance of this Order pursuant to M.R. Civ. P. 80K.
4. The parties stipulate to the following:
 - a. Plaintiff notified Defendant of the existence of violations on the Property including the creation and rental of dwelling units without changes of use permits, performance of construction activities including construction in the basement and the installation of electrical and plumbing without permits. See Letter attached to the Complaint as Exhibit 5.
 - b. The conditions set forth in subparagraph (a) constitute violations of the City of Portland Code of Ordinances (the "Code").

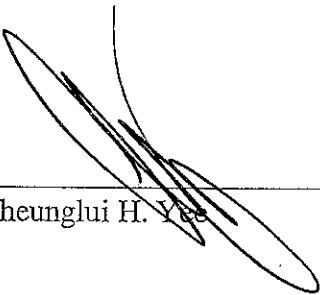
WHEREFORE, it is hereby agreed by the parties, stipulated and ORDERED:

1. Defendant shall pay Plaintiff (by sending/delivering said payment to Danielle P. West-Chuhta, Associate Corporation Counsel, Room 211 City Hall Portland, Maine 04101) a civil penalty in the amount of \$5,000.00 in two installments. The first installment of \$2,500.00 shall be paid by Defendant within thirty (30) days from the entry of this Order. The second installment of \$2,500.00 shall be paid by Defendant within forty-five (45) days from the entry of this Order. If Defendant fails to timely pay either installment payment to Plaintiff, he shall be liable for the entire \$5000.00 plus an additional civil penalty in the amount of Two Hundred Dollars (\$200.00) per day retroactively to March 30, 2011; and an additional Two Hundred Dollars (\$200.00) per day each day thereafter until said penalty is paid. Defendant further agrees to pay the Plaintiff's reasonable attorney's fees to prosecute any action required to be filed as a result of his failure to pay the penalty to Plaintiff.
2. Within fourteen (14) days from the date of this Order the Defendant shall submit after-the-fact electrical, plumbing and building permit applications and plans that have been prepared by a design professional that accurately describe and depict the work to be undertaken or that has previously been undertaken on the Property (without a permit) in order to bring said property into compliance with the Code and address the violations outlined in subparagraph 4(a) above. The work described in the applications and plans shall be undertaken and completed immediately after the City reviews and approves the applications and plans with amendments if necessary to comply with the Code.
3.
 - a. Defendant agrees that he will not rent/lease or advertise for rental/lease individual rooms (including the basement and attic) in the single family dwelling located on the Property. In the event that the Defendant wants to rent/lease or advertise for rental/lease individual rooms (including the basement or attic) he must obtain a change of use permit from the City prior to posting any advertisement or actually renting/leasing any room on the Property.
 - b. Defendant shall limit the number of people who reside on the Property at any one time to individuals who are related by blood or marriage and no more than two (2) tutors, nannies or servants. Defendant shall notify the Plaintiff in writing within five (5) days of the date of this Order of the names of the two (2) tutors, nannies or servants and where they reside in the building located on the Property and further notify the Plaintiff in writing of any and all tutor, nanny or servant changes and/or their locations in the building on the Property. Furthermore, upon request by Plaintiff, Defendant shall also promptly provide a written document

(i.e. contract, etc.) describing and confirming his arrangement with any tutors, nannies or servants who reside on the Property.

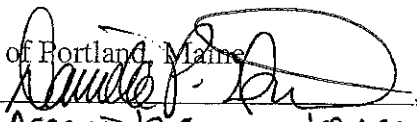
4. Defendant agrees to cooperate and allow the City to inspect the Property at any time necessary as long as the City provides twenty-four (24) hours notice of said inspection.
5. If Defendant or his agents, representatives or employees violate this Order, Defendant shall be liable to pay a civil penalty in the amount of Two Hundred Dollars (\$200.00) per day retroactively to March 30, 2011; and an additional Two Hundred Dollars (\$200.00) per day each day thereafter that such violations continue to exist. Defendant further agrees to pay the Plaintiff's reasonable attorney's fees to prosecute any such action required to be filed as a result of his non-compliance with this Order, Maine law and/or the Code.

Dated: June 27, 2011.



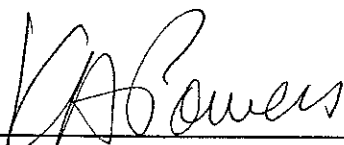
Cheunglui H. Yee

Dated: June 27th, 2011.

City of Portland, Maine
by 
Its: Associate Corporation Counsel

THE ABOVE ORDER IS APPROVED:

Dated: June 28, 2011.



Judge, Maine District Court

RECEIVED
JUN 28 2011
PORTLAND DISTRICT
COURT