

449-453 DEERING AVENUE

SHALOMAKER

Full cut # 920R - Half cut # 9202R - Third cut # 9203R - Full cut # 9205R

Address 451 Diering Ave. PERMIT NUMBER 486

Installation for _____

Owner of Bldg.. Helen R. Feeney

Owner's Address: Same

Plumber: Raymond Waltz Date: 6-16-72

NEW	REPL	312 Howard St., Port.	NO.	FEE
		SINKS		
		LAVATORIES		
		TOILETS		
		BATH TUBS		
		SHOWERS		
		DRAINS FLOOR SURFACE		
		HOT WATER TANKS		
		TANKLESS WATER HEATERS		
		GARBAGE DISPOSALS		
		SEPTIC TANKS		
	1	HOUSE SEWERS		2.00
		ROOF LEADERS		
		AUTOMATIC WASHERS		
		DISHWASHERS		
		OTHER		
			TOTAL 1	2.00

App. First Insp. **APR 19 1972**
Date
By **TRACY L. STOKES**
App. Final Insp.
Date **APR 21 1972**
By **WILLIAM L. BAKER**
Type of Bldg.
☐ Commercial
☐ Residential
☐ Single
☐ Multi Family
☐ New Construction
☐ Re-modeling

Building and Inspection Services Dept.: Plumbing Inspection

Address 151 Downing Avenue PERMIT NUMBER 651

Types of Bldg:

☐ Commercial

☐ Residential

☐ Single

☐ Multi Family

☐ New Construction

☐ Remodeling

NEW	REPL	NO.	QTY	PRICE	TOTAL
		SINKS			
		LAVATORIES			
		TOILETS			
		BATH TUBS			
		SHOWERS			
		CEA'NS FLOOR SURFACE			
		HOT WATER TANKS			
		TANKLESS WATER HEATERS			
		GARBAGE DISPOSALS			
		SEPTIC TANKS			
		HOUSE SEWERS			
		ROOF LEADEFS			
		AUTOMATIC WASHERS			
		DISHWASHERS			
		OTHER			
	2	LEAD BERDS	2	4.00	
		TOTAL	2	4.00	

Building and Inspection Services Dept.: Plumbing Inspection

CITY OF PORTLAND, MAINE
Application for Permit to Install Wires

Permit No. 5364

Issued _____

Portland, Maine _____, 1964

To the City Electrician, Portland, Maine:

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

(This form must be completely filled out — Minimum Fee, \$1.00)

Owner's Name and Address Edward J. Rogers Tel. 4-1111

Contractor's Name and Address John J. McLaughlin Tel. _____

Location 45 E. Commercial St. Use of Building Residence

Number of Families 1 Apartments _____ Stores _____ Number of Stories _____

Description of Wiring: New Work X Additions _____ Alterations X

Pipe _____ Cable _____ Metal Molding _____ BX Cable _____ Plug Molding (No. of feet) _____

No. Light Outlets _____ Plugs _____ Light Circuits _____ Plug Circuits _____

FIXTURES: No. _____ Light Switches _____ Fluor. or Strip Lighting (No. feet) _____

SERVICE: Pipe _____ Cable X Underground _____ No. of Wires 3 Size 2/371

METERS: Relocated X Added _____ Total No. Meters 1

MOTORS: Number _____ Phase _____ H. P. _____ Amps _____ Volts _____ Starter _____

HEATING UNITS: Domestic (Oil) _____ No. Motors _____ Phase _____ H.P. _____

Commercial (Oil) _____ No. Motors _____ Phase _____ H.P. _____

Electric Heat (No. of Rooms) _____

APPLIANCES: No. Ranges 1 Watts _____ Brand Feeds (Size and No.) _____

Elec. Heaters _____ Watts _____

Miscellaneous _____ Watts _____ Extra Cabinets or Panels _____

Transformers _____ Air Conditioners (No. Units) _____ Signs (No. Units) _____

Will commence July 28 1964. Ready to cover in _____ 19 _____ Inspection _____ 19 _____

Amount of Fee \$ 2.50

Signed John J. McLaughlin

DO NOT WRITE BELOW THIS LINE

SERVICE 1 METER _____ GROUND X

VISITS: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____

REMARKS:

INSPECTED BY W. W. Hubert

(OVER)

LOCATION *Deering Av 457*
 INSPECTION DATE *7/29/66*
 WORK COMPLETED *7/29/66*
 TOTAL NO. INSPECTIONS *1*
 REMARKS:

FEES FOR WIRING PERMITS EFFECTIVE JULY 31, 1963

WIRING

1 to 30 Outlets	(including switches)	\$ 2.00
31 to 60 Outlets	(including switches)	3.00
Over 60 Outlets, each Outlet	(including switches)	.05
(Each twelve feet or fraction thereof of fluorescent lighting or any type of plug molding will be classed as one outlet)		

SERVICES

Single Phase	2.00
Three Phase	4.00

MOTORS

Not exceeding 50 H.P.	3.00
Over 50 H.P.	4.00

HEATING UNITS

Domestic (Oil)	2.00
Commercial (Oil)	4.00
Electric Heat (Each Room)	.75

APPLIANCES

Ranges, Cooking Tops, Ovens, Water Heaters, Disposals, Dishwashers, etc. — Each Unit	1.50
--	------

TEMPORARY WORK (limited to 6 months from date of permit)

Service, Single Phase	1.00
Service, Three Phase	2.00
Wiring, 1-50 Outlets	1.00
Wiring, each additional outlet over 50	.02
Circuses, Carnivals, Fairs, etc.	10.00

MISCELLANEOUS



SPECIAL ZONE - C

APPLICATION FOR PERMIT

Class of Building or Type of Structure Two story
Portland, Maine, Dec. 15, 1954PERMIT ISSUED
022691
15 1954

CITY OF PORTLAND

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

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

Location 451 Leaning Ave. Within Fire Limits? NO Dist. No. _____
Owner's name and address Mrs. John Fay, 451 Leaning Ave. Telephone _____
Lessee's name and address _____ Telephone _____
Contractor's name and address George Sears, 22 Cottage St. Telephone _____
Architect _____ Specifications _____ Plans NO No. of sheets _____
Proposed use of building dwelling house No. families 1
Last use _____ " " No. families 1
Material wood No. stories 2 Heat _____ Style of roof _____ Roofing _____
Other buildings on same lot _____
Estimated cost \$ 235. Fee \$ 50.

General Description of New Work

To cut in window in first story bathroom.

It is understood that this permit does not include installation of heating apparatus which is to be taken out separately by and in the name of the heating contractor. PERMIT TO BE ISSUED TO George Sears

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 _____
Material of underpinning _____ Height _____ Thickness _____
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 _____ Girt or ledger board? _____ Size _____
Girders _____ Size _____ Columns under girders _____ Size _____ Max. cn 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? _____

APPROVED:

Miscellaneous

Will work require disturbing of any tree on a public street? NO
Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed? yes

Mrs. John Fay

Signature of owner by: George E. Sears

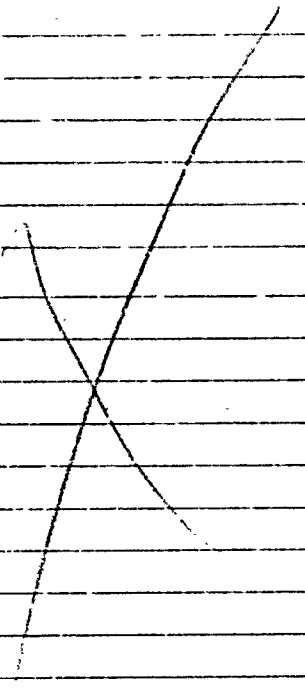
INSPECTION COPY

11/5/54

Permit No. 54/2259
Location 451 Leaning Lane
Owner Mr. Paul Gray
Date of permit 12/15/54
Notif. closing-in _____
Inspn. closing-in _____
Final Notif. _____
Final Inspn. _____
Cert. of Occupancy Issued _____
Sinking Out Notice _____
Form Check Notice _____

NOTES

12/23/54 - Work done - 2nd floor
1/5/55 - Job finished - 2nd floor





FALL IN AND SIGN WITH INK

APPLICATION FOR PERMIT FOR
HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine. *Sept 8, 1947*

SEP 10 1947

To the INSPECTOR OF BUILDINGS, PORTLAND, MAINE

384-08

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location *451 Henry Ave* Use of Building *for dwelling* No. Stories *2* New Building *Existing*
Name and address of owner of appliance *Mrs. John L. Fay same*
Installer's name and address *Ballard Oil & Gas 135 Marginal Way* Telephone *2-1991*

General Description of Work

To install *one fully automatic oil burner for existing steam boiler*

IF HEATER, OR POWER BOILER

Location of appliance or source of heat _____ Type of floor beneath appliance _____
If wood, how protected? _____ Kind of fuel _____
Minimum distance to wood or combustible material, from top of appliance or casing top of furnace _____
From top of smoke pipe _____ From front of appliance _____ From sides or back of appliance _____
Size of chimney flue _____ Other connections to same flue _____
If gas fired, how vented? _____ Rated maximum demand per hour _____

IF OIL BURNER

Name and type of burner *1-Eco-ECS* Labelled by underwriter's laboratory? *yes*
Will operator be always in attendance? *No* Does oil supply line feed from top or bottom of tank? *bottom*
Type of floor beneath burner *Cement*
Location of oil storage *basement* Number and capacity of tanks *1-275 gals*
If two 275-gallon tanks, will three-way valve be provided? *No*
Will all tanks be more than five feet from any flame? *yes* How many tanks fire proofed? *none*
Total capacity of any existing storage tanks for furnace burners *none*

IF COOKING APPLIANCE

Location of appliance _____ Kind of fuel _____ Type of floor beneath appliance _____
If wood, how protected? _____
Minimum distance to wood or combustible material from top of appliance _____
From front of appliance _____ From sides and back _____ From top of smoke pipe _____
Size of chimney flue _____ Other connections to same flue _____
Is hood to be provided? _____ If so, how vented? _____
If gas fired, how vented? _____ Rated maximum demand per hour _____

MISCELLANEOUS COMMENT OR SPECIAL INFORMATION

Amount of fee enclosed? *1.00* (\$1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

APPROVED:

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

INSPECTION COPY

Signature of Installer *Ballard Oil & Gas*
J. P. Miner

Permit No. 47/2302
Location 451 Perring Blvd
Owner Mr. John G. Gray
Date of permit 9/10/47
Approved 4-1-48 F. H. H.

NOTES

1. ☒ M.P.P.
2. ☒ Vent Pipe
3. ☒ Roof
4. ☒ Buried Pipe & Supports
5. ☒ Name & Label
6. ☒ Stack Control
7. ☒ High Limit Control
8. ☒ Remote Control
9. ☒ Cable, Support & Protection
10. ☒ Vent Control by L.H.S.
11. ☒ Control
12. ☒ Tank Relief & Supports
13. ☒ Tank Drain
14. ☒ Drain
15. ☒ Control
16. ☒ Control
17. ☒ Control

11/10/47 Not at

Home

3-10-48 J. H. H.

V. H. H.



FILL IN COMPLETELY AND SIGN WITH INK

Permit No. _____

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

To the INSPECTOR OF BUILDINGS, Portland, Me.

Portland, Maine, August 19, 1930

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 435 Peering Ave Use of Building Dwelling

Name and address of owner Hugh D. Mc Kinnon 435 Peering Ave

Contractor's name and address Portland Gas & Light Co Telephone 5500

General Description of Work

To install Gas Fired Hot Water Boiler

IF HEATER, POWER BOILER OR COOKING DEVICE

Is heater or source of heat to be in cellar? yes If not, which story _____ Kind of Fuel Gas

Material of supports of heater or equipment (concrete floor or what kind) Concrete

Minimum distance to wood or combustible material, from top of boiler or casing top of furnace, 2 ft

from top of smoke pipe 2 ft, from front of heater 10 ft from sides or back of heater 10 ft

IF OIL BURNER

Name and type of burner _____ Approved by Underwriters' Laboratories? _____

Location oil storage _____ No. and capacity of tanks _____

Will all tanks be more than seven feet from any flame? _____ How many tanks fireproofed? _____

Amount of fee enclosed? \$1.00 (\$1.00 for one heater, etc. 50 cents additional for each additional heater, etc in same building at same time)

MP1401

Signature of contractor Portland Gas Light Co

Carl M. Morgan

7795A



FILL IN COMPLETELY AND SIGN WITH INK

Permit No. 2795

APPLICATION FOR PERMIT FOR HEATING, COOKING OR POWER EQUIPMENT

Portland, Maine, August 21, 1930

To the INSPECTOR OF BUILDINGS, PORTLAND, ME.

The undersigned hereby applies for a permit to install the following heating, cooking or power equipment in accordance with the Laws of Maine, the Building Code of the City of Portland, and the following specifications:

Location 435 Deering Avenue (See 449-453 Deering Avenue) Use of Building dwelling
Name and address of owner Hugh J. McKinnan 435 Deering Avenue Ward 8
Contractor's name and address Portland Gas Light Co. 5 Temple St. Telephone F 5500

General Description of Work

To install Gas Fired Hot Water Boiler

IF HEATER, POWER BOILER OR COOKING DEVICE

Is heater or source of heat to be in cellar? yes If not, which story _____ Kind of Fuel gas
Material of supports of heater or equipment (concrete floor or what kind) concrete floor
Minimum distance to wood or combustible material, from top of boiler or casing top of furnace, 3'
from top of smoke pipe 2', from front of heater 10' from sides or back of heater 10'

IF OIL BURNER

Name and type of burner _____ Approved by Underwriters' Laboratories? _____
Location oil storage _____ No. and capacity of tanks _____
Will oil tanks be more than seven feet from any flame? _____ How many tanks fireproofed? _____
Amount of fee enclosed? \$1.00 (\$1.00 for one heater, etc., 50 cents additional for each additional heater, etc., in same building at same time.)

Signature of contractor _____

INSPECTION COPY

2795-A

Ward 8 Permit No. 30/1783

Location 435 Deering Ave

O Hugh J. McPherson

Date of permit 8/21/30

Notif. closing-in _____

Inspn. closing-in _____

Final Notif. _____

Final Inspn. 12/16/31

Cert. of Occupancy issued None

NOTES

9/2/30. Found pipe
leaking water. Pipe
covering about 100 ft
from street. Water
leaking from pipe.
10/9/30 - Mr. Thompson
says the pipe will
be replaced. All right
matters. - A. J.
1/5/31. Done. A. J.



Location, ownership and detail must be correct, complete and legible. Separate application required for every building. Plans must be filed with this application

APPLICATION FOR PERMIT TO BUILD

(3D CLASS BUILDING)

Portland, Me., March 24, 1922

19

TO THE

INSPECTOR OF BUILDINGS

The undersigned hereby applies for a permit to build, according to the following

Specifications:—

Location 451 Deering Avenue Eden 449 Wd. 8
Name of owner is? L G Young Address 451 Deering Avenue
Name of mechanic is? H F Bradford " 39 Prospect
Name of architect is? _____
Proposed occupancy of building (purpose)? Private garage (one car only, no space to be let
If a dwelling or tenement house, for how many families? _____
Are there to be stores in lower story? _____
Size of lot, No. of feet front? _____; No. of feet rear? _____; No. of feet deep? _____
Size of building, No. of feet front? 12ft; No. of feet rear? 12ft; No. of feet deep? 18ft
No. of stories, front? 1; rear? _____
No. of feet in height from the mean grade of street to the highest part of the roof? 12ft
Distance from lot lines, front? _____ feet; side? _____ feet; side? _____ feet; rear? _____
Firestop to be used? two feet from lot line, pyrene fire extinguisher, does not obstruct
windows of neighboring property
Will the building be erected on solid or filled land? _____
Will the foundation be laid on earth, rock or piles? _____
If on piles, No. of rows? _____ distance on centres? _____ length of? _____
Diameter, top of? _____ diameter, bottom of? _____
Size of posts? _____
" girts? _____
" floor timbers? 1st floor wood, 2d _____, 3d _____, 4th _____
O. C. " " " " " " " " " " " "
Span " " " " " " " " " " " "
Braces, how put in? _____
Building, how framed? _____
Material of foundation? _____ thickness of? _____ laid with mortar? _____
Underpinning, material of? _____ height of? _____ thickness of? _____
Will the roof be flat, pitch, mansard, or hip? pitch Material of roofing? asphalt
Will the building be heated by steam, furnaces, stoves, or grates? _____ Will the flues be lined? _____
Will the building conform to the requirements of the law? yes
No. of brick walls? _____ and where placed? _____
Means of egress? _____

If the building is to be occupied as a Tenement House, give the following particulars:

What is the height of cellar or basement? _____
What will be the clear height of first story? _____ second? _____ third? _____
State what means of egress is to be provided? _____
_____ Scuttle and stepladder to roof? _____

Estimated Cost,

\$ 200.

Signature of owner or authorized representative, H. F. Bradford

Address, _____

Plans submitted? _____ Received by? _____

PERMIT MUST BE RECEIVED BEFORE BEGINNING WORK.

451 Deering Ave.
192

No. 6459

APPLICATION FOR
PERMIT TO BUILD 3d CLASS BUILDING
LOCATION

No. 451 Deering Ave

449-53

Ward 8

Inspector.

CONDITIONS

PERMIT GRANTED

March 24, 1922 192

Permit filled out by

Permit number

Plan number

FINAL REPORT

192

Has the work been completed in accordance with
this application and plans filed and approved?

Law been violated?

Nature of violation?

Violation removed when? 192

Estimated cost of building, etc., \$

Building Inspector.

APPROVAL OF PLANS

Supervisor of plans

Separate application required for every building.

Plans must be filed with this application:



Application for Permit for Alterations, etc.

To the

Portland, March 10, 1921 192

INSPECTOR OF BUILDINGS:

The undersigned applies for a permit to alter the following described building:—

Location 451 Deering Avenue Ward, 8 in fire-limits? no

Name of Owner or Lessee, L. C. Young Address 451 Deering Avenue

" " Contractor, H. F. Bradford " 39 Prospect

“ “ Architect “ “

**Descrip-
tion of
Present
Bldg.**

Material of Building is wood Style of Roof, pitch Material of Roofing, asphalt

Size of Building is 28ft feet long; 32ft feet wide. No. of Stories, 2

Cellar Wall is constructed of stone is 12 inches wide on bottom and batters to 10 inches on top.

Underpinning is brick is inches thick; is feet in height.

Height of Building 28ft Wall, if Brick; 1st, 2d, 3d, 4th, 5th,

What was Building last used for? dwelling No. of Families? 1

What will Building now be used for? **Same**

DETAIL OF PROPOSED WORK

Build piazza 7x20 one story high

.....all to comply with the building ordinance.....

...Estimated Cost \$ 200.

IF EXTENDED ON ANY SIDE

Size of Extension, No. of feet long?.....; No. of feet wide?.....; No. of feet high above sidewalk?.....

No. of Stories high?.....; Style of Roof?.....; Material of Roofing?..

Of what material will the Extension be built?.....Foundation?

If of Brick, what will be the thickness of External Walls?.....inches; and Party Walls.....inches

How will the extension be occupied?.....How connected with Main Building?.....

WHEN MOVED, RAISED OR BUILT UPON

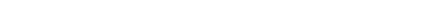
No. of Stories in height when Moved, Raised, or Built upon?.....Proposed Foundations.....

No. of feet high from level of ground to highest part of Roof to be?.....

How many feet will the External Walls be increased in height?.....Party Walls.....

IF ANY PORTION OF THE EXTERNAL OR PARTY WALLS ARE REMOVED

Will an opening be made in the Party or External Walls?.....in.....Store

Size of the opening?  How protected? 

How will the remaining portion of the wall be supported?

Signature of Owner or Authorized Representative. H. F. Brantford

Address _____

PERMIT MUST BE OBTAINED BEFORE BEGINNING WORK

44 7.53

192 . .

Law been violated?.....Doc. No.....of 192.....

Law been violated?.....Doc. No.....of 192.....

Nature of violation?

March 10, 1921 ... 192.....

Permit number 4532 00 00 0000 0000 0000000000

Location 451 Deering Ave

Violation removed, when?.....192.....

Estimated cost of alterations, etc., \$.....

Inspector of Buildings.

APPLICATION FOR PERMIT

PERMIT ISSUED

B.O.C.A. USE GROUP

B.O.C.A. TYPE OF CONSTRUCTION

ZONING LOCATION PORTLAND, MAINE

Dec. 31, 1985 2 1986

City Of Portland

To the CHIEF 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. 4. Building Code and Zoning Ordinance of the City of Portland with plans and specifications, if any, submitted herewith and the following specifications:

LOCATION 451 Portland Avenue Fire District #1-73-17-2-1
 1. Owner's name and address THOMAS J. MCADAM - same Telephone
 2. Lessee's name and address Telephone
 3. Contractor's name and address Owner Telephone
 Proposed use of building 2 family No. of sheets
 Last use 1 family No. families
 Material No. stories Heat Style of roof Roofing
 Other buildings on same lot 1,000
 Estimated contractual cost \$

FIELD INSPECTOR—Mr. @ 775-5451

Appeal Fees \$
 Base Fee 25.00
 Late Fee ch of use 25.00
 TOTAL \$ 50.00

Change of use from 1 to 2 families with new apt on 2nd floor, alterations as per plans. 2 sheets of plans.

Stamp of Special Conditions

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

DETAILS OF NEW WORK

Is any plumbing involved in this work? yes Is any electrical work involved in this work? yes
 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: Will there be in charge of the above work a person competent to see that the State and City requirements pertaining thereto are observed?
 BUILDING CODE: Fire Dept.: Health Dept.: Others:

Signature of Applicant Thomas J. McAdam Phone # same
 Type Name of above 1 2 3 4

Other and Address

FIELD INSPECTOR'S COPY

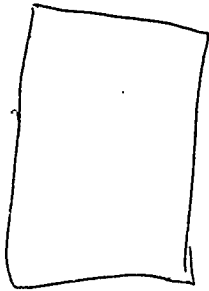
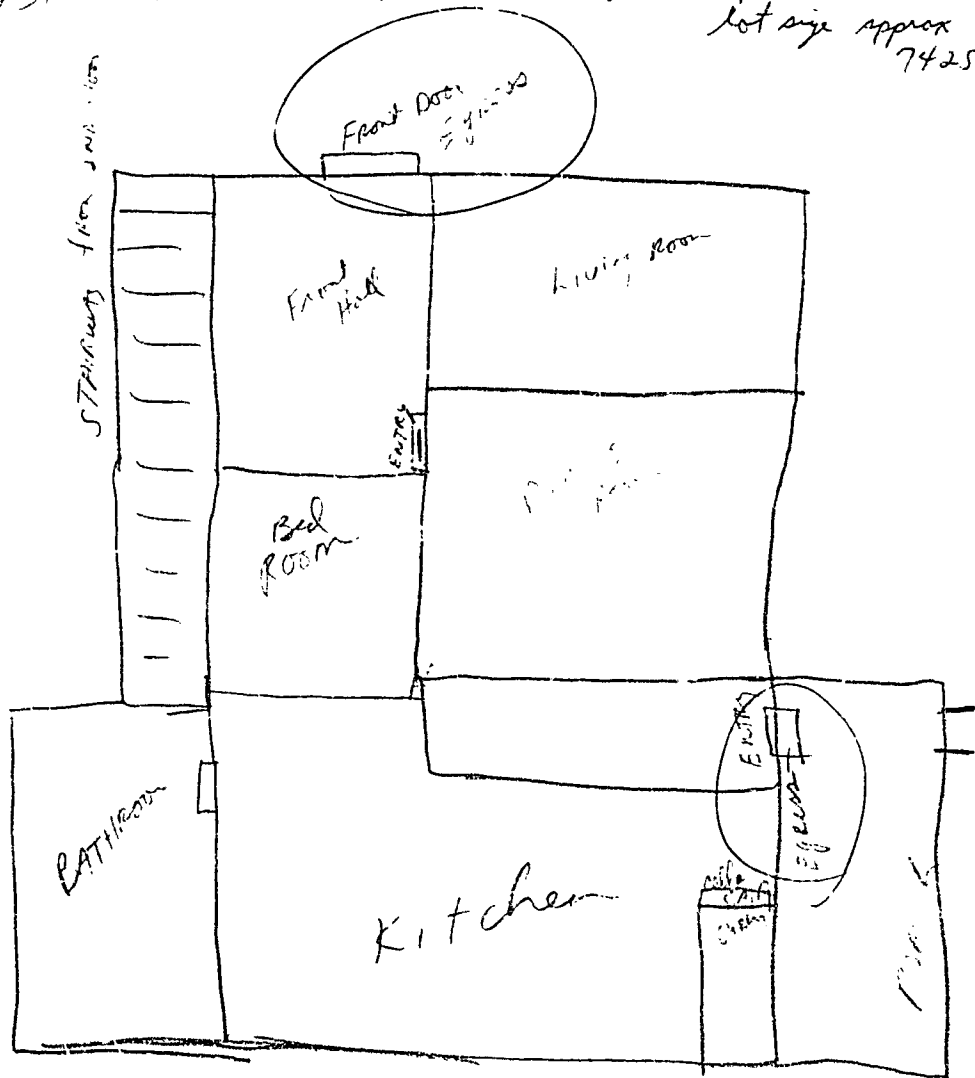
APPLICANT'S COPY

OFFICE FILE COPY

1ST Floor

451 Deering Ave

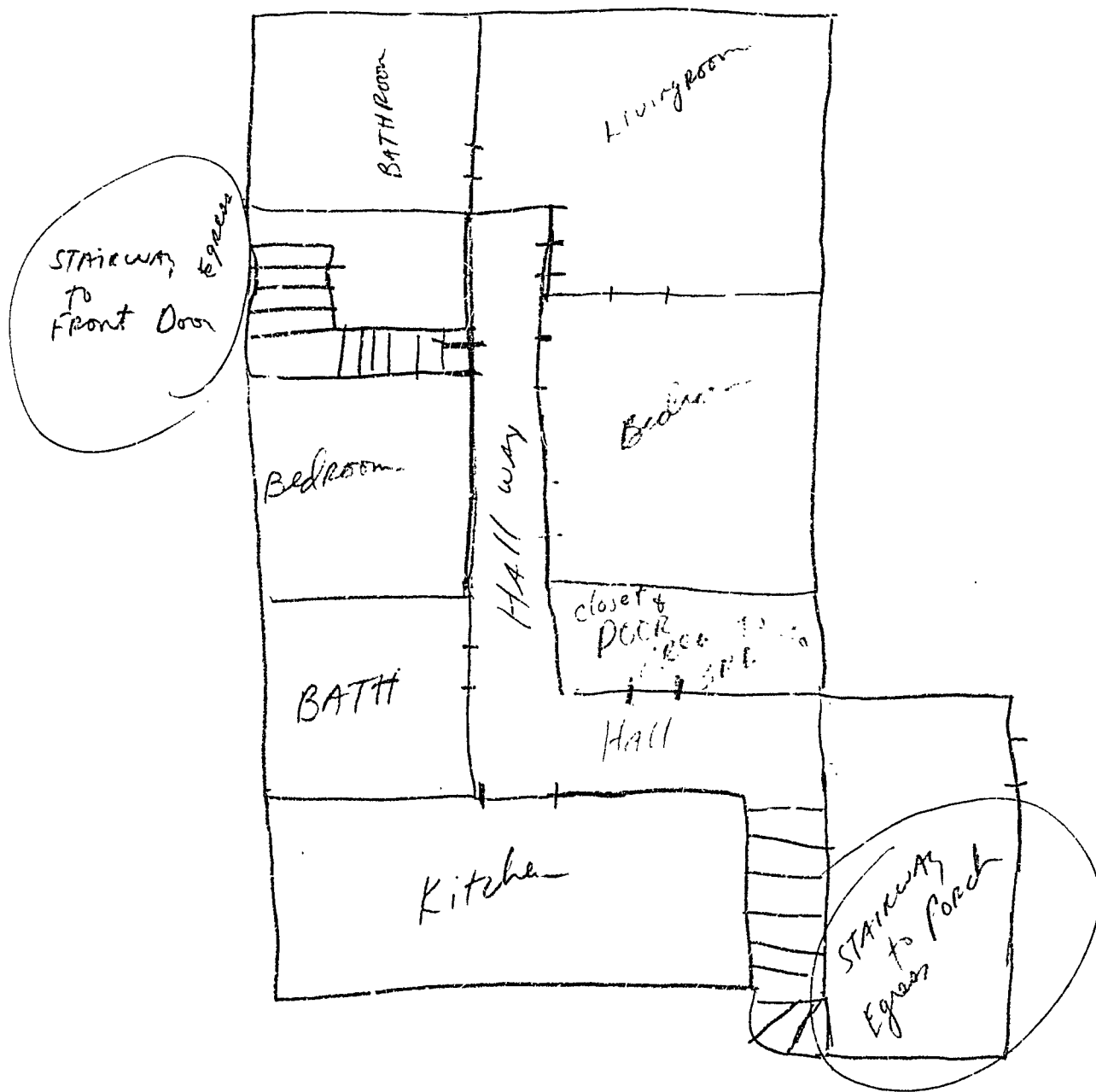
lot size approx
7425 sq ft.



Room for parking for 3 vehicle
in lot to rear of house.
my driveway comes off of Ashmont St.

2ND FLOOR

451 Leaning Ave



Applicant: Thomas J. McAdams

Address: 451 Beering Ave.

Assessors No.: 125-G-5

Date: Dec. 31, 1985

Owner of Record per
Assessors: Thomas Margaret ~~LeFavore~~
LeFavore

CHECK LIST AGAINST ZONING ORDINANCE

Date -

Zone Location - R-5 Residence Zone

Interior or corner lot -

Use - Change from 1 to 2 Family Residence

Sewage Disposal - O.K.

Rear Yards -

Side Yards -

Front Yards -

Projections -

Height - 7540

Lot Area - 7425 sq ft per Assessor's

Building Area -

Area per Family - 3,000 sq ft

Width of Lot -

Lot Frontage -

Off-street Parking -

Loading Bays -

Driveway is
off Ashmun St.

Site Plan -

Shoreland Zoning -

Flood Plains -

APPLICATION FOR PERMIT

PERMIT ISSUED

B.O.C.A. USE GROUP

B.O.C.A. TYPE OF CONSTRUCTION

ZONING LOCATION R-5 PORTLAND, MAINE

JAN 2 1986

Dec. 31, 1985

City Of Portland

To the CHIEF 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 451 Deering Avenue Fire District #1 ☐ #2 ☐
1. Owner's name and address Thomas J. McAdam - same Telephone 773-7467
2. Lessee's name and address Telephone
3. Contractor's name and address Owner Telephone
Proposed use of building 2. family No. of sheets
Past use 1 family No. families
Material No. stories Heat Style of roof Roofing
Other buildings on same lot
Estimated contractual cost \$ 2,000.00 Appeal Fees \$
FIELD INSPECTOR--Mr. @ 775-5451 Base Fee 25.00
Late fee ch of use 25.00
TOTAL \$ 50.00

Change of use from 1 to 2 families with new apt
on 2nd floor, alterations as per plans.
2 sheets of plans

Stamp of Special Conditions

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

DETAILS OF NEW WORK

Is any plumbing involved in this work? ☒ Yes Is any electrical work involved in this work? ☒ Yes
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) 2x 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?

II 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

BUILDING INSPECTION--PLAN EXAMINER

ZONING: D.R. McJ. 12/31/85

BUILDING CODE:

Fire Dept.:

Health Dept.:

Others:

MISCELLANEOUS

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

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

Signature of Applicant

Phone # same

Type Name if above

Thomas J. McAdam

1 ☒ 2 ☐ 3 ☐ 4 ☐

Other

and Address

FIELD INSPECTOR'S COPY

APPLICANT'S COPY

OFFICE FILE COPY

[9] MR. WILLIAMS

Permit No. 84491

Location 1511 Downing Court

Owner Thomas McQuinn

Date of permit 12-31-85

Approved 1-2-86

Dwelling Change of use

Garage

Alteration

NOTES

All work was inspected
by an inspector.

CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 451 Deering Avenue

Date of Issue July 22, 1987

Issued to TOM McAdam

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. , 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 on use, limited or otherwise, as indicated below.

APPROVED OCCUPANCY

Two family dwelling

Entire

Limiting Conditions

This certificate supersedes certificate issued

Approved by William J. [Signature]

City Engineer

[Signature]
Inspector of Building

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.

CITY OF PORTLAND, MAINE
Department of Building Inspection



Certificate of Occupancy

Issued to: **Tom McAdam**
LOCATION: **85 1/2 Deering Avenue**
451 Date of Issue: **July 22, 1987**

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. _____, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby _____ for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

PROVED OCCUPANCY

Two family dwelling

Limiting Conditions:

This certificate supersedes
certificate issued

Approved: **22 July 87**
22 July 87
Inspector

William H. Sullivan
Inspector

Inspector of Buildings

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



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date July 2, 1987
Receipt and Permit number D 0850

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 451 Denison St. ~~Portland~~ Brewster
OWNER'S NAME: Tom McDams ADDRESS: same

	FEES
OUTLETS: Receptacles <u>X</u> Switches <u>X</u> Plugmold _____ ft TOTAL 1-30	3.00
FIXTURES: (number of) Incandescent _____ Fluorescent _____ (not over) TOTAL	
Strip Fluorescent _____ ft	
SERVICES: Overhead <u>X</u> Underground _____ Temporary _____ TOTAL amperes 100 ..	3.00
METERS: (number of) <u>1</u>	.50
MOTORS: (number of) Fractional _____ 1 HP or over _____	
RESIDENTIAL HEATING: Oil or Gas (number of units) _____ Electric (number of rooms) _____	
COMMERCIAL OR INDUSTRIAL HEATING: Oil or Gas (by a main boiler) _____ Oil or Gas (by separate units) _____ Electric Under 20 kws _____ Over 20 kws _____	
APPLIANCES: (number of) Ranges <u>1</u> _____ Water Heaters _____ Cook Tops _____ Disposals _____ Wall Ovens _____ Dishwashers _____ Dryers _____ Compactors _____ Fans _____ Others (denote) _____	
TOTAL <u>1</u>	1.50
MISCELLANEOUS: (number of) Branch Panels _____ Transformers _____ Air Conditioners Central Unit _____ Separate Units (windows) _____ Signs 20 sq. ft. and under _____ Over 20 sq. ft. _____ Swimming Pools Above Ground _____ In Ground _____ Fire/Burglar Alarms Residential _____ Commercial _____ Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____ over 30 amps _____ Circus, Fairs, etc. _____ Alterations to wires _____ Repairs after fire _____ Emergency Lights, battery _____ Emergency Generators _____	

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT INSTALLATION FEE DUE:
FOR REMOVAL OF A "STOP ORDER" (204-15.b) DOUBLE FEE DUE:
TOTAL AMOUNT DUE: 8.00

INSPECTION: READY FOR INSPECTION
Will be ready on 7/2, 1987; or Will Call _____
CONTRACTOR'S NAME: John Perry Elec
ADDRESS: 381 Danforth St., Portland 04102
TEL: 773-5824
MASTER LICENSE NO.: 3695 SIGNATURE OF CONTRACTOR: _____
LIMITED LICENSE NO.: _____

INSPECTOR'S COPY — WHITE
OFFICE COPY — CANARY
CONTRACTOR'S COPY — GREEN

ELECTRICAL INSTALLATIONS —

Permit Number 1085.0

Location

Owner

Date of Permit:

Final Inspection

By Inspector

Union Register Page No

Union Register Page No. 11

[illegible]

PROGRESS INSPECTIONS:

ក្រុមហ៊ុន

Service called in

INSPECTIONS

Service

by

REMARKS:

DATE:

7/6/81



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date October 3, 19 88
Receipt and Permit number 27643

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine.

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 453 Deering Ave.

OWNER'S NAME: Tom McAdams

ADDRESS: same

FEES

OUTLETS:

Receptacles _____ Switches _____ Plugmole _____ ft. TOTAL _____

FIXTURES: (number of)

Incandescent _____ Fluorescent _____ (not strip) TOTAL _____

Strip Fluorescent _____ ft. _____

SERVICES:

Overhead _____ Underground _____ Temporary _____ TOTAL amperes _____

METERS: (number of)

MOTORS: (number of)

Fractional _____

1 HP or over _____

RESIDENTIAL HEATING:

Oil or Gas (number of units) _____

Electric (number of rooms) _____

COMMERCIAL OR INDUSTRIAL HEATING:

Oil or Gas (by a main boiler) _____

Oil or Gas (by separate units) _____

Electric Under 20 kws _____ Over 20 kws _____

APPLIANCES: (number of)

Ranges _____	Water Heaters _____
Cook Tops _____	Disposals _____
Wall Ovens _____	Dishwashers _____
Dryers _____	Compactors _____
Fans _____	Others (denote) _____

TOTAL _____

MISCELLANEOUS: (number of)

Branch Panels _____

Transformers _____

Air Conditioners Central Unit _____

Separate Units (windows) _____

Signs 20 sq. ft. and under _____

Over 20 sq. ft. _____

Swimming Pools Above Ground _____

In Ground _____

Fire/Burglar Alarms Residential _____

Commercial _____

Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____

over 30 amps _____

Circus, Fairs, etc. _____

Alterations to wires x _____

Repairs after fire _____

Emergency Lights, battery _____

Emergency Generators _____

INSTALLATION FEE DUE: _____

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT DOUBLE FEE DUE: _____

FOR REMOVAL OF A "STOP ORDER" (204-16.b) TOTAL AMOUNT DUE: \$ 5.00

INSPECTION:

Will be ready on October 7, 19 88, or Will Call _____

CONTRACTOR'S NAME: John Perry Electrical Co., Inc.

ADDRESS: 381 Danforth St. Portland

TEL: 773-5824

MASTER LICENSE NO.: 3695

LIMITED LICENSE NO.: _____

SIGNATURE OF CONTRACTOR: _____

INSPECTOR'S COPY — WHITE

ELECTRICAL INSTALLATIONS—

Permit Number**Location**

Owner

Date of Permit: _____

Final Inspection

By Inspector .

Permit Application Register Page No. 42

INSPECTIONS: Service _____ by _____

Service called in _____

Closing-in _____ by _____

PROGRESS INSPECTIONS: _____ / _____ / _____

1-CODE
COMPLIANCE
COMPLETED
DATE _____

DATE: _____

REMARKS:

[illegible]



APPLICATION FOR PERMIT
DEPARTMENT OF BUILDING INSPECTIONS SERVICES
ELECTRICAL INSTALLATIONS

Date October 3, 19 88

Receipt and Permit number 29643

To the CHIEF ELECTRICAL INSPECTOR, Portland, Maine:

The undersigned hereby applies for a permit to make electrical installations in accordance with the laws of Maine, the Portland Electrical Ordinance, the National Electrical Code and the following specifications:

LOCATION OF WORK: 453 Deering Ave.

OWNER'S NAME: Tom McAdams ADDRESS: same

OUTLETS: _____ FEES _____

Receptacles _____ Switches _____ Plugmold _____ ft. TOTAL _____

FIXTURES: (number of) _____

Incandescent _____ Fluorescent _____ (not strip) TOTAL _____

Strip Fluorescent _____ ft. _____

SERVICES: _____

Overhead _____ Underground _____ Temporary _____ TOTAL amperes _____

METERS: (number of) _____

MOTORS: (number of) _____

Fractional _____

1 HP or over _____

RESIDENTIAL HEATING: _____

Oil or Gas (number of units) _____

Electric (number of rooms) _____

COMMERCIAL OR INDUSTRIAL HEATING: _____

Oil or Gas (by a main boiler) _____

Oil or Gas (by separate units) _____

Electric Under 20 kws _____ Over 20 kws _____

APPLIANCES: (number of) _____

Ranges _____ Water Heaters _____

Cook Tops _____ Disposals _____

Wall Ovens _____ Dishwashers _____

Dryers _____ Compactors _____

Fans _____ Others (denote) _____

TOTAL _____

MISCELLANEOUS: (number of) _____

Branch Panels _____

Transformers _____

Air Conditioners Central Unit _____

Separate Units (windows) _____

Signs 20 sq. ft. and under _____

Over 20 sq. ft. _____

Swimming Pools Above Ground _____

In Ground _____

Fire/Burglar Alarm Residential _____

Commercial _____

Heavy Duty Outlets, 220 Volt (such as welders) 30 amps and under _____

over 30 amps _____

Circus, Fairs, etc. _____

Alterations to wires _____ 2.00

Repairs after fire _____

Emergency Lights, battery _____

Emergency Generators _____

INSTALLATION FEE DUE: _____

FOR ADDITIONAL WORK NOT ON ORIGINAL PERMIT DOUBLE FEE DUE: _____

FOR REMOVAL OF A "STOP ORDER" (304-16.b) TOTAL AMOUNT DUE: \$ 5.00

INSPECTION:

Will be ready on October 7, 1988, or Will Call _____

CONTRACTOR'S NAME: John Perry Electrical Co., Inc.

ADDRESS: 381 Danforth St. Portland

TEL: 773-5824

MASTER LICENSE NO.: 3695 SIGNATURE OF CONTRACTOR: _____

LIMITED LICENSE NO.: _____

INSPECTOR'S COPY - WHITE

ELECTRICAL INSTALLATIONS—

Permit Number

Location

Owner

Date of Permit

Final Inspection

By Inspector

Permit Application Register Page No. 42

INSPECTIONS Service _____ by _____

Service called in _____

Closing-in _____ by _____

PROGRESS INSPECTIONS: _____ / _____ / _____

1-CODE
COMPLETED
DATE

DATE:

REMARKS:

[illegible]

PERMIT # 1201 CITY OF Portland BUILDING PERMIT APPLICATION

MAP # _____ LOT# _____

Please fill out any part which applies to job. Proper plans must accompany form.

Owner: Thomas J. McAdam

Address: 451 Deering Avenue mail to

LOCATION OF CONSTRUCTION 451 Deering Avenue

CONTRACTOR: _____ SUBCONTRACTORS: _____

ADDRESS: _____

Est. Construction Cost: _____ Type of Use: single family

Past Use: _____

Building Dimensions L _____ W _____ Sq. Ft. _____ # Stories: _____ Lot Size: _____

Is Proposed Use: _____ Seasonal _____ Condominium _____ Apartment _____

Conversion - Explain condo conversion - 2 units single family

COMPLETE ONLY IF THE NUMBER OF UNITS WILL CHANGE

Residential Buildings Only:

Of Dwelling Units _____ # Of New Dwelling Units _____

Foundations:

1. Type of Soil: _____
2. Set Backs - Front _____ Rear _____ Side(s) _____
3. Footings Size: _____
4. Foundation Size: _____
5. Other _____

Floor:

1. Sills Size: _____ Sills must be anchored.
2. Girder Size: _____
3. Lally Column Spacing: _____ Size: _____
4. Joists Size: _____ Spacing 15" O.C.
5. Bridging Type: _____ Size: _____
6. Floor Sheathing Type: _____ Size: _____
7. Other Material: _____

Exterior Walls:

1. Studding Size _____ Spacing _____
2. No. windows _____
3. No. Doors _____
4. Header Sizes _____ Span(s) _____
5. Bracing: Yes _____ No _____
6. Corner Posts Size _____
7. Insulation Type _____ Size _____
8. Sheathing Type _____ Size _____
9. Siding Type _____ Weather Exposure _____
10. Masonry Materials _____
11. Metal Materials _____

Interior Walls:

1. Studding Size _____ Spacing _____
2. Header Sizes _____ Span(s) _____
3. Wall Covering Type _____
4. Fire Wall if required _____
5. Other Materials _____

White-Tax Assessor

Yellow-GPCOG

White Tag -CEO

© Copyright GPCOG 1987

For Official Use Only

Date September 21, 1988 Subdivision: Yes / No _____
 Inside Fire Limits _____ Name _____
 Bldg Code _____ Lot _____
 Time Limit _____ Block _____
 Estimated Cost _____ Permit Expiration _____
 Value/Structure _____ Ownership _____ Public _____ Private _____
 Fee 50.00

PERMIT ISSUED

Ceiling:

1. Ceiling Joists Size: _____
2. Ceiling Strapping Size _____ Spacing SEP 30 1988
3. Type Ceiling: _____
4. Insulation Type _____
5. Ceiling Height: _____

Roof:

1. Truss or Rafter Size _____ Span _____
2. Sheathing Type _____ Size _____
3. Roof Covering Type _____
4. Other _____

Chimneys:

Type: _____ Number of Fire Places _____

Heating:

Type of Heat: _____

Electrical:

Service Entrance Size: _____ Smoke Detector Required Yes _____ No _____

Plumbing:

1. Approval of soil test if required Yes _____ No _____
2. No. of Tubs or Showers _____
3. No. of Flushes _____
4. No. of Lavatories _____
5. No. of Other Fixtures _____

Swimming Pools:

1. Type: _____
2. Pool Size: _____ x _____ Square Footage _____
3. Must conform to National Electrical Code and State Law.

Zoning:

District _____ Street Frontage Req. _____ Provider _____

Review Required:

Required Setbacks: Front _____ Back _____ Side _____ Side _____
 Zoning Board Approval: Yes _____ No _____ Date: _____
 Planning Board Approval: Yes _____ No _____ Date: _____
 Conditional Use: _____ Variance _____ Site Plan _____ Subdivisor _____
 Shore and Floodplain Mgmt. _____ Special Exception _____
 Other (Explain) _____
 Date Approved: _____

Permit Received By Joanne Quint

Signature of Applicant Joanne Quint Date 9/21/88

Signature of CEO _____ Date _____

Inspection Dates (9)FW



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 451 Deering Ave

Issued to TOM MACHEN

Date of Issue 9-29-88

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. 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

FIRST FLOOR

CONDO

Limiting Conditions:

This certificate supersedes 7-22-87
certificate issued

Approved:

9-29-88

(Date)

Inspector

[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.



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 451 Deering Ave

Issued to Tom McAdam

Date of Issue 9-28-89

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. , 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

SECOND FLOOR

CONDO

Limiting Conditions:

This certificate supersedes 7-22-87
certificate issued

Approved: 9-29-89 *William*
(Date) Inspector

[Signature]
Inspector of Buildings

Ed Jones
D. Jones

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 owner for one dollar.

Section 2.04. Managing Agent and Manager. The Board of Directors may employ for the Condominium a managing agent or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in subdivisions (a), (b), (c), (d), (e), and (f) of Section 2.03. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivisions (g), (h), (i), and (j), of Section 2.03. Any contract entered into by the Board of Directors for management services or any other services to be provided by the Declarant of the Condominium shall not exceed three years in length, and may be terminated at any time by either party, without cause, and without liability for a termination charge, fee or penalty.

Section 2.05. Removal of Members of the Board of Directors. On or after the date five (5) years from the date of the conveyance of the first unit to an owner other than the Declarant, or upon the sale by the Declarant of both of the units, whichever shall first occur, and thereafter, at any regular or special meeting of Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 2.06. Vacancies. Subject to Section 2.02, vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by the remaining Board member at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so replaced and until a successor shall be elected at the next annual meeting of the Unit Owners.

Section 2.07. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 2.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 2.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of either member of the Board of Directors.

Section 2.10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such a meeting.

Section 2.11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.12. Informal Action by Board of Directors. Any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors entitled to vote with respect to the subject matter thereof.

Section 2.13. Fidelity Bonds. The Board of Directors need not obtain fidelity bonds for officers and employees of the Condominium Association handling or responsible for Condominium Association funds. If obtained, the premises on such bonds shall constitute a common expense.

Section 2.14. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium Association for acting as such.

Section 2.15. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements and facilities bears to the interests of all the Unit Owners in the Common Elements and facilities. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium Association shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements provided however the failure to so provide will not invalidate such agreement.

Section 2.16. Fiscal Year. The Board of Directors shall establish a fiscal year.

ARTICLE III
Unit Owners

Section 3.01. Title to Units. Title to units may be taken in the name of an individual or in the name of two or more individuals, as tenants in common or as joint tenants, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 3.02. Annual Meetings. The annual meetings of the Unit Owners shall be held on the third Monday of March of each year. At such meetings, members of the Board of Directors shall be elected, as the terms of the incumbent officers expire, for term of three (3) years.

Section 3.03. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3.04. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors established after the first meeting at which Unit Owners may vote, by petition signed and presented to the Secretary by not less than twenty-five percent (25%) in common interest of Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.05. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than twenty (20) days prior to such meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 3.06. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. Waiver of Notice. Any Unit Owner may at any time waive notice of any meetings of the Unit Owners in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 3.08. Eligibility. Any person who acquires title to a unit shall be a member of the Condominium Association. There shall be one membership for each unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any unit. Until the first meeting at which Unit Owners may vote, the Condominium Association shall act without vote of the Unit Owners. Thereafter, each Unit Owner shall be entitled to vote.

Section 3.09. Voting. The votes to which each Unit Owner is entitled is equal to that unit owners pro rata portion ownership based upon relative square footages within the units. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 3.10. Votes in the Event of Multiple Ownership of a Unit. If only one (1) of the multiple owners of the unit is present at a meeting of the Association, such owner shall be entitled to cast the votes allocated to that unit. If more than one (1) of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority of interest of the multiple owners and failing such majority agreement, not at all. There is deemed to be a majority agreement when any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any other of the owners of that unit.

Section 3.11. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows, to the extent required:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of proceeding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Report of committees.
- (g) Election of members of the Board of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 3.12. Parliamentary Procedure. At all meetings of the Unit Owners or of the Board of Directors, Roberts' Rules of Order, as then amended, shall be followed, except in the event of conflict, these Bylaws or Declaration, as the case may be, shall prevail.

Section 3.13. Quorum. Except as otherwise provided in these Bylaws, the presence, in person or by proxy, of persons owning fifty (50%) percent of the total common interest in the Condominium shall constitute a quorum at any meeting of the Unit Owners.

Section 3.14. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Unit Owner may designate any person, who need not be an owner, to act as proxy. The designation of any such proxy shall be made in writing, signed by the Unit Owner, and shall be revocable at any time by written notice to the Secretary by the Unit Owner designating the proxy. If a unit is owned by more than one (1) person, each owner of the unit may vote or register protest at the casting of the unit vote by the other owners of the unit through a duly executed proxy.

Section 3.15. Informal Action of Unit Owner. Any action required to be taken at a meeting of the Unit Owners or any action which may be taken at a meeting of the Unit Owners, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the Unit Owners entitled to vote with respect to the subject matter thereof.

ARTICLE IV Officers

Section 4.01. Designation. The principal officers of the Condominium Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an Assistant Treasurer, and Assistant Secretary and such other officers as in its judgment may be necessary. The President and any Vice President shall, but no other officers need, be members of the Board of Directors.

Section 4.02. Election of Officers. The officers of the Condominium Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.03. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

Section 4.04. President. The President shall be the chief executive officer of the Condominium Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Maine, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Association.

Section 4.05. Vice President. The Vice President, if one is appointed, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.06. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall be responsible for certifying the adoption of any amendment to the Declaration and Bylaws, and for filing any amendment to the Declaration in the York County Registry of Deeds.

Section 4.07. Treasurer. The Treasurer shall have the responsibility for Condominium Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Condominium Association, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Maine.

Section 4.08. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium Association shall be executed by any two officers of the Condominium Association or by such other person or persons as may be designated by the Board of Directors.

Section 4.09. Compensation of Officers. No officer shall receive any compensation from the Condominium Association for acting as such.

ARTICLE V
Operation of the Condominium

Section 5.01. Responsibility of the Board of Directors. The Board of Directors shall be responsible for the operation of the Condominium in accordance with the provisions of the Declaration of these Bylaws.

Section 5.02. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors, the Common Elements and facilities shall require additions, alterations or improvements, costing in excess of \$2,500.00, and the making of such additions, alterations, or improvements shall have been approved by a majority vote of the Unit Owners, and by all mortgagees of Declarant of one or more units, which approval shall not be withheld unreasonably, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$2,500.00 or less may be made by the Board of Directors without approval of the Unit Owners or any mortgagees of units and the costs thereof shall constitute part of the common expenses.

Section 5.03. Additions, Alterations, or Improvements by Unit Owners. No residential Unit Owners shall make any structural addition, alteration, or improvement in or to any building nor shall he paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any request by a residential Unit Owner for such approval within thirty (30) days after such request and failure to so answer within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to the city or municipality or to any department or to any other governmental authority for a permit to make an addition, alterations, or improvements in or to any unit shall be executed by the Board of Directors only, but the Board and its members shall not by doing so incur any liability to any contractor, subcontractor or materialman on account of such addition, alterations, or improvements, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 5.03 shall not apply to units owned by Declarant until such units shall have been initially conveyed by Declarant.

Section 5.04. Utility Charges. As to any utility charges, except water and sewer, which are supplied to each unit, each Unit Owner shall be required to pay the bills for said utility charges allocable to his unit. The utility services supplied to the Common Elements and facilities shall be separately billed, and the Board of Directors shall pay all said bills as a common expense.

ARTICLE VI Mortgages

Section 6.01. Notice to Board of Directors. A Unit Owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 6.02. Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors, but the Board of Directors shall have no responsibility for failure to give such notice to the mortgagee of such unit.

Section 6.03. Examination of Books. Each Unit Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium Association at reasonable times, on business days.

ARTICLE VII Tort Liability

Each Unit Owner shall be deemed to have released and exonerated each other Unit Owner and the Condominium Association, and the Condominium Association shall be deemed to have released and exonerated each Unit Owner, from any tort liability other than that based on fraud or criminal acts to the extent to which such liability is satisfied by proceeds of liability insurance carried by a Unit Owner or by the Condominium Association.

ARTICLE VIII
Records

Section 8.01. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Unit Owners, and financial records and books of account for the Condominium Association, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid, and all other records required under the Maine Condominium Act.

Section 8.02. Statement. A written report summarizing all receipts and expenditures of the Condominium Association shall be rendered by the Board of Directors to all Unit Owners at least annually.

Section 8.03. Annual Report. An Annual Report of the receipts and expenditures of the Condominium Association, reviewed by an independent certified public accountant, shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of units whose names appear in the record maintained under Section 6.01 hereof.

Section 8.04. Examination of Records. The Board of Directors or manager shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and facilities and any other expenses incurred. Such records and vouchers authorizing the payment shall be available for examination by the Unit Owners at convenient hours of weekdays. The Board of Directors or manager shall also maintain current copies of the Declaration, these Bylaws and any duly adopted Rules and Regulations for inspection and copying during business hours by Unit Owners and mortgage holders.

ARTICLE IX
Miscellaneous

Section 9.01. Notices. Except as otherwise specifically provided in these Bylaws, all notices hereunder shall be sent registered or certified mail to the Board of Directors, care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by

notice in writing to all Unit Owners and to all mortgagees of units. Except as otherwise specifically provided in these Bylaws, all notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 9.02. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 9.03. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 9.04. Gender. The use of masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.05. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur without enforcement.

Section 9.06. Conflict. These Bylaws are set forth to comply with the requirements of the Maine Condominium Act and the Maine Nonprofit Corporation Act. In the event of any conflict between these Bylaws and the provisions of such Acts or of the Declaration, the provisions of such Acts or of the Declaration, as the case may be, shall control.

ARTICLE X Amendment to Bylaws

These Bylaws may be altered, amended or added to at any duly called meeting of Unit Owners, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by Unit Owners holding sixty-seven (67%) percent interest in the total common interest in the Condominium and (3) that the amendment be approved in writing by the holders of first mortgages encumbering sixty-seven percent (67%) of the undivided interest in

the Common Elements subject to mortgages and by all mortgagees of Declarant on one or more units. If an amendment to these Bylaws is merely a correction of a technical error or the clarification of a statement, any first mortgage holder provided notice of such amendments shall be deemed to have approved same should said mortgage holder fail to respond within 30 days after having received notice of such amendment. No amendment will affect or impair the validity or priority of Unit Owners and holders of a mortgage encumbering a unit or units nor the validity or priority of any other proper liens, nor any rights or remedies of any mortgagee of Declarant under the terms of any mortgage on any one or more units. No amendment made to these Bylaws shall be contrary to Chapter 6 of Title 13-B of the Maine Revised Statutes.

established by the Declaration, as amended from time to time. The common expenses shall include, among other things, (a) the costs of repairs and maintenance of the Common Elements and limited Common Elements and (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of this Article and the fees and disbursements of the insurance trustee, if any. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacement and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporation or otherwise, on behalf of all Unit Owners, of any unit which is to be sold at a foreclosure or other judicial or any other sale. The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

Until the Association makes a common expense assessment, the Declarant shall pay all the common expenses.

Common expenses shall be assessed, and payable with respect to all units on the date that the first unit is sold.

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of this Article at such time or times as the Board of Directors shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit, together with the appurtenant interests. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit only if that Unit Owner agrees to assume the responsibility for said assessments. A mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale. All unit assessments shall be the personal responsibility of the Unit Owner to whom they are assessed.

The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Unit Owner which charge(s) remains unpaid for more than thirty (30) days from the due date for payment thereof. All regular assessments of common expenses shall be payable monthly.

In the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such defaulting Unit Owner shall be obligated to pay interest at the rate established by the Board of Directors but not exceeding 18% per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges regardless of whether suit is brought. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees, in any action to recover the same brought against any such defaulting Unit Owner, or by foreclosure of the lien on such unit granted by the provisions of the Condominium Act. No such lien shall be prior to the lien of any mortgage on any one or more units.

In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall (subject to the prior right of any mortgagee on any one or more units) be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners shall have the right to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing same.

The Board of Directors shall within 10 days provide any Unit Owner making written request a recordable statement setting forth the amount of unpaid assessments currently levied against the unit.

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw or any provision of the Declaration shall give the Board of Directors and any Unit Owner or owners the right, in addition to any other rights set forth in the Bylaws, to enjoin, abate or remedy by

appropriate legal proceedings, either at law or in equity, the continuance of any such breach which action shall be at the cost, including attorneys' fees, of such Unit Owner.

Section 10.2 Maintenance and Repairs

(a) All maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements and facilities contained thereon, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each Unit Owner shall be responsible for all damages to any and all other units and/or to the Common Elements and facilities that his failure so to do may result in a lien upon his unit pursuant to section 1603-116 of the Condominium Act as well as legal action.

(b) All maintenance, repairs and replacements to the Common Elements and facilities, limited Common Elements and facilities (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and be charged to all the Unit Owners as common expenses, except as provided in Section 3.4 hereof.

Section 10.3 Insurance

To the extent reasonably available, the Condominium Association shall obtain and maintain insurance coverage as set forth herein. All insurance affecting the Condominium shall be governed by the provisions of this Article and Section 1603-113 of the Condominium Act. In any event, the Association shall maintain insurance that meets the then current Condominium Master Insurance Policy requirements of the Federal National Mortgage Association. All insurance policies shall have, as the named insured, the "451 Deering Avenue Condominium Association, for the use and benefit of the Unit Owners of the 451 Deering Avenue Condominium", shall provide that it shall be primary insurance even if other insurance is available to cover any insured loss, shall contain a waiver of subrogation endorsement or clause prohibiting subrogation against individual Unit Owners, and shall contain an endorsement providing that the coverage is not avoided, nullified or in any other way prejudiced by acts or omissions of Unit Owners which acts or omissions are not controlled by the Association. All policies of insurance shall provide that the insurer shall notify the Association, any insurance trustee other than the Association, and each first mortgage holder in writing at least twenty (20) days before it cancels or substantially changes any insurance policy or coverage.

a. Physical Damage. Property insurance insuring the Common Elements, insure against all risks of a direct physical loss commonly insured against fire and extended coverage perils. The total amount of insurance shall be not less than eighty percent (80%) of the current replacement cost of the Common Elements, limited Common Elements and units.

b. Required Coverage. The insurance policy must protect against at least loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The policy must meet the requirements described below:

(1) Master (or blanket policy). The Owners' Association must maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all of the general and limited Common Elements except those normally excluded from coverage such as land, foundation, excavation, etc. Fixtures and building service equipment and common personal property and supplies belonging to the Owners' Association shall also be insured.

(2) Amount of Insurance. Insurance shall cover 80% of the current replacement cost and 80% of the replacement cost upon all renewal dates for the insurance of the common and limited common elements, as well as the individual units. Coverage does not need to include land, foundations, excavations, or other items that are usually excluded from insurance coverage.

(c) Named Insured. Insurance policies for the Condominium shall show the following as the named insured:

"Association of the Owners of the 451 Deering Avenue Condominiums, for the use and benefit of the individual owners".

The "loss payable" clause shall show the Owners' Association or the insurance trustee as a trustee for each Unit Owner and the holder of each unit's mortgage.

The policy must also contain the standard mortgage clause.

- (d) Liability Insurance. Liability insurance, including medical payments for insurance, in an amount determined by the Board of Directors, but in any event no less than one million dollars (\$1,000,000.00) per occurrence, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and Limited Common Elements.
- (e) Workers' Compensation Insurance. No employees are contemplated for the Condominium Association. However, if any employees are hired by the Condominium Association then the Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Maine.
- (f) Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate.

Section 10.4 Repair or Reconstruction After Fire or Other Casualty

(a) Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more units and subject to the provisions of this Declaration, in the event of substantially total destruction of the Property as a result of fire or other casualty and, thereafter, Unit Owners owning an aggregate of eighty percent (80%) of the total common interest in the Condominium promptly vote not to proceed with repair or restoration, the Property remaining shall be deemed to be owned in common by the Unit Owners, as provided in the Condominium Act.

(b) Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more units and subject to the provisions of the Declaration, in the event of less than substantially total destruction of the Property as a result of fire or other casualty, or, if the vote against proceeding with repair or restoration, as provided herein, is not sufficient, then in either event the Board of Directors shall arrange for the prompt repair and restoration of the units (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the units), as well as any other buildings, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair

and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the Unit Owners for such deficit as part of the common charges.

(c) Repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings, and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming, or according to plans and specifications approved by the Board of Directors, by a majority in interest of the Unit Owners and by holders of first mortgages encumbering fifty-one (51%) percent of the undivided interest in the Common Elements subject to mortgages, and if the damaged property contains any units, by all of the owners of the units therein, and by all mortgagees of Declarant on one or more units; which approvals shall not be withheld unreasonably.

Section 10.5 Condemnation

Subject to the rights of eligible mortgage holders, in the event of condemnation of any portion of the Common Elements, not affecting the improvements to the Condominium, the proceeds of any condemnation award shall be distributed pro-rata among the Unit Owners in accordance with their respective undivided interests in said elements. In the event of condemnation of improvements, any award relating to Common Elements, including limited Common Elements shall be divided among the Unit Owners whose units are served by said Common Elements on a pro-rata basis. Any termination of the condominium by virtue of a condemnation shall be governed by the provisions on termination contained herein. The Board of Directors is appointed duly authorized attorney in fact to act for the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements.

Section 10.6 Leasehold.

A portion of the land comprising this condominium is a leasehold and is more fully described as Unit 1 in Exhibit A. The Unit Owners have no right to redeem the reversion. The Unit owners may not remove any improvements made to the land subject to the leasehold interest within a reasonable time after the termination of the lease. The Unit Owners have no right to renew the lease. The Lessee, Carol P. Lohman, shall have the right and option to purchase Unit 1 as described in Exhibit A within 90 days of the date of the Declaration.

Section 10.7 Termination

Subject to the consent of at least 51% of the eligible mortgage holders, the Condominium may be terminated by vote of one hundred percent (100%) unanimous affirmative vote of all Unit Owners, except for termination for casualty loss. On termination, all Unit Owners shall hold the Common Elements as equal tenants in common.

ARTICLE 11

MISCELLANEOUS

In the event of any inconsistency between or among the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or rules or regulations of the Association, the Condominium Act shall control; provided that a provision in this Declaration that is permissible under the Condominium Act shall not be considered to be inconsistent with the Condominium Act.

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

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

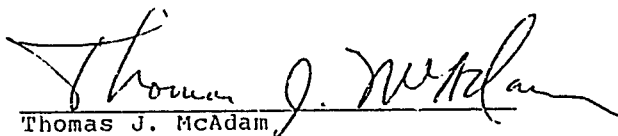
In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding on the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, or in the case of an evenly split vote by the Board of Directors or Unit Owners arising out of or relating to, this Declaration, the Bylaws or rules and regulations of the Association, or the deed to any unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, assessment of common expenses, defaults,

or other disputes regarding the maintenance, upkeep, repair, remodelling or sale of the Condominium, or any part thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the disputants mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable. The award rendered by the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties. 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 proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation or other principles of law or equity.

IN WITNESS WHEREOF, Thomas J. McAdam has executed this Declaration this 20th day of September, 1988.

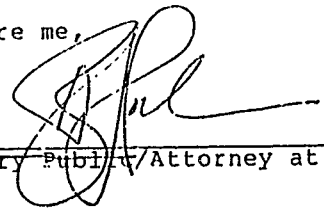
Declarant: Thomas J. McAdam


Thomas J. McAdam

State of Maine
Cumberland, ss.

Personally appeared the above named Thomas J. McAdam and acknowledged the foregoing to be his free act and deed.

Before me,


~~Notary Public~~/Attorney at Law

Bruce B. Hochman
Printed Name

EXHIBIT B
451 DEERING AVENUE CONDOMINIUM

The unit numbers are as follows below with percentage ownership of Common Elements being the Even Split Percentage corresponding to the respective units. Percentage assessment of Common Element expense is determined under the S. F. Apt. Percentage, all of which is fully explained under Section 2.2 of the Declaration.

Apt. Units

<u>Unit Number</u>	<u>Square Footage</u>	<u>Votes</u>	<u>S.F. Apt. Percentage</u>	<u>Undivided Ownership in Common Element</u>
1	1199	35	35%	34.90%
2	2027	59	59%	59.10%
TOTALS	3226	94	94%	100%

EXHIBIT C

BYLAWS OF 451 DEERING AVENUE
CONDOMINIUM ASSOCIATION

ARTICLE I
Plan of Unit Ownership

Section 1.01. Unit Ownership. The land located at and known as 451 Deering Avenue, Portland, County of Cumberland, State of Maine, together with all improvements existing thereon, as described on Exhibit A to the Declaration has been submitted to the provisions of the Maine Condominium Act by Declaration recorded in the Office of the Cumberland County Registry of Deeds and shall be known as the "451 Deering Avenue Condominium" (hereinafter called the Condominium).

Section 1.02. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the units, and the Common Elements), owned in fee simple absolute and by leasehold, and all elements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Maine Condominium Act.

Section 1.03. Application. All present and future Unit Owners, mortgagees, lessees and occupants of the units and their employees and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration and to the rules and regulations established by the Board of Directors of the Condominium association (the "Board of Directors") as hereinafter set forth. 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, other than a mortgagee of Declarant, shall constitute agreement that these 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 agreement that the estate of any such mortgagee in and to any such unit shall be subject to these 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 Declarant in instances where Declarant has not conveyed by deed a unit and purchasers of units in instances where Declarant has conveyed by deed a unit.

Section 1.04. Office. The principal office of the Association and the Board of Directors shall be located at 451 Deering Avenue, Portland, Maine, or at such place as the board of Directors may designate from time to time.

ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.01. Initial Board of Directors. Subject to Section 2.02 below, the affairs of the Condominium shall be governed by a Board of Directors consisting initially of two (2) persons. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by Declarant without the necessity of obtaining resignations. The Declarant appointed members of the Board of Directors shall be replaced with Unit Owners, other than the Declarant, in accordance with the provisions of Section 2.02.

Section 2.02. Permanent Board. The transition from Declarant appointed members of the Board of Directors to Unit Owners other than Declarant shall occur as follows:

No later than the earlier of:

- (i) After the conveyance of both units to owners other than Declarant; or
- (ii) Five (5) years following the conveyance of the first unit to an owner other than Declarant.

The owners shall elect a Board of Directors of two (2) persons whom shall be Unit Owners. Thereafter, the members of the Board of Directors shall be elected by the Unit Owners as the terms of the members expire for terms of three (3) years each in accordance with the provisions of Section 3.02 hereof.

Section 2.03. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium Association and shall do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (f) Opening of bank accounts on behalf of the Condominium Association and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease surrendered by their owners to the Board of Directors.
- (h) Purchasing of units at foreclosures or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by, and subleasing units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all Unit Owners.
- (k) Obtaining of insurance for the Property pursuant to the provisions of Article 10 of the Declaration.
- (l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.