

Section 1.2 Defined Terms. The terms used in this Declaration (and its attachments including the Plats and Plans) shall have the meanings specified in the Condominium Act except as otherwise defined herein.

Section 1.3 Name and Address of Condominium. The name of the condominium is 451 Deering Avenue Condominium ("Condominium"). The address of the Condominium is 451 Deering Avenue, Portland, Maine. The name of the Owners' Association is the 451 Deering Avenue Condominium Association.

Section 1.4 Notice to Unit Owners and Others. All notices hereunder shall be sent by 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. 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 the respective unit owners from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by such mortgagees 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 1.5. Uses and Restrictions. References herein to the Board of Directors shall mean the Board of Directors of the 451 Deering Avenue Condominium Association. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.
- (b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to residents of the Property or which interferes with the peaceful possession or proper use of the Property by its residents.

- (c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (d) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein. The foregoing occupancy restriction shall not be construed to prevent the occupants of any of the units from entertaining guests in their units, including temporary residency not to exceed six (6) months. Any lease or rental agreements shall be in writing and for a minimum term of thirty (30) days, and a copy thereof shall be provided to the managing agent, and if no managing agent, to the Board of Directors.
- (e) No residential Unit Owner 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.
- (f) A Unit Owner shall not place or cause to be placed in the common elements, other than any areas designated as storage areas, any furniture, packages or objects of any kind. The public areas shall be used for no purpose other than for normal transit through them without the prior written consent of the Board of Directors, which consent may be revoked without cause.
- (g) Rules and regulations concerning the use of the units and the Common Elements and facilities may be promulgated and amended by the Board of Directors with the approval of a majority in interest of the Unit Owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.
- (h) No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein all interests by the declaration made appurtenant to the unit, it being the

intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of any such appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all the units.

- (i) No Unit Owner shall convey his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages and mortgages made by Declarant.
- (j) No Unit Owner shall convey his unit unless and until a right of first refusal has been afforded all of the other then existing Unit Owners. This right of first refusal shall be afforded the Unit Owners as follows:
 - a) any contract ("Contract") to purchase a unit shall be made subject to this right of first refusal;
 - b) a copy of the Contract shall be provided in person to the President of the Condominium Association within 7 days of its execution;
 - c) the President shall provide a copy of the Contract to all other Unit Owners via registered mail return receipt requested within 7 days of his receipt of the Contract;
 - d) the Unit Owners shall each have 14 days from receipt of the Contract to submit a written offer for purchase of the unit concerned upon a sealed bid basis for a cash price with no financing or other contingencies except for clear and marketable title and requiring closing within no more than 60 days;

- e) the President shall open the sealed bids before a quorum of the Board of Directors and award the right of first refusal to the Unit Owner offering the highest bid; and
- f) in the event of a tie for the highest bid, the President shall place the names of the equal highest bidding Unit Owners upon separate pieces of like paper, place these papers in a box, close his eyes and blindly draw one out with the so drawn Unit Owner being then awarded the right of first refusal.

Section 1.6. Interpretation. In the event of any conflict or discrepancy between the Plats and Plans and other portions of this Declaration, such other portions shall govern.

ARTICLE 2 IMPROVEMENTS ON THE LAND, UNIT BOUNDARIES

Section 2.1. Location and Dimension of Improvements. The location and dimension of all present improvements and improvements to be made on the Land are depicted on the Plats and Plans.

Section 2.2. Units, Votes, Interests in Common Elements and Shares of Common Element Expenses.

The Declarant hereby creates a total of two (2) units on the Land which units are created hereby. The location of the units created by this Declaration within the building and their dimensions are shown on the Plans. Attached as Exhibit B hereto is a list of both units, their identifying numbers, location (all as shown more fully on the Plats and Plans), and votes in the Association appurtenant to each unit. The votes appurtenant to each unit as shown in Exhibit B hereto are calculated to afford the residential units collectively 100% of the total votes and each residential unit its pro rata share, upon a square footage basis; and

The units' respective percentage interests in the Common Elements are as shown on Exhibit B in the column of numbers titled the same.

The units' respective Common Element expenses and capital assessment obligations are based on the pro rata ownership interest for insurance, exterior ground-level walkways, professional and management fees, parking area, snow removal, limited common area/residential, and all other areas and elements.

Section 2.3. Unit Boundaries. The boundaries of each unit are generally as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each unit are the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

- (1) The horizontal plane at the upper surface of the ceiling of unit 1, which are included as part of the unit the upper side of the ceiling and any other materials constituting any part of the finished surfaces thereof.

(b) Vertical (perimeter) Boundaries: The vertical boundaries of the unit are generally the vertical planes at the interior edge of the stud line which includes the surfaces facing away from the unit interior, of the gypsumboard of all walls bounding the unit. The vertical boundary lines also specifically include the exterior surface of doors, windows, storm windows, and glass walls, but excluding their frames, sills and thresholds.

(c) Subject to the provisions of subsection 2.3 (g) hereof, all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of that unit.

(d) Any shutters, awnings, window boxes, doorsteps, stoops, halls, steps, porches, and flues and all exterior doors and window or other fixtures designed to serve a single unit but located outside a unit's boundaries are limited common elements allocated exclusively to that unit.

(e) Certain stairways, decks, hallways and entryways are limited Common Elements all as allocated to the units as shown on the Plats and Plans.

(f) If any chute, duct, wire, conduit, bearing walls, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited Common Element allocated solely to that unit and any portion thereon serving more than one unit or any portion of the Common Elements is a part of the Common Elements.

(g) Any well, septic tank, leaching field or other component of a private water system or private septic or sewerage disposal system, including any subsurface piping, valves or drains is a limited Common Element allocated to the unit or units they serve.

(h) Except as specified in this Article, all spaces and improvements within a unit's boundaries are a part of that unit. No Unit Owner shall permit or suffer any impairment of the sound deadening material between units. No subdivision of a unit into two (2) or more units is permitted. An easement for access to the unit through the common elements in common with other Unit Owners is appurtenant to each unit.

(i) A unit does not include: the exterior walls, the roof, foundation walls and floor, land, joists, studs, beams, and rafters; the pipes, wires, conduit, flues, ducts, pipes, pipeways, heating vents, or other utility lines running through a unit which serve more than one unit or which serve the common elements or which serve another unit.

ARTICLE 3 COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements. The locations of the common elements to which each unit has direct access are shown on the Plats and Plans. See Section 2.3 for a description of additional Common Elements and of some Common Elements which are limited Common Elements.

Section 3.2. Completion and Alteration of Common Elements by the Declarant. Until completion of all of the units, the Declarant reserves the right to complete and reasonably alter the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

Section 3.3. Additions, Alterations or Improvements by Unit Owners. No residential Unit Owner 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 prior written consent thereto of the Board of Directors. All roof exterior colors and materials shall be compatible and approved by the Board of Directors.

Section 3.4. Special Maintenance and Special Expense Assessment. The owners of any unit to which a fixture or other item of property is allocated to that unit as a limited Common Element under Section 2.3 (d) above and the owners of any unit or units with a fireplace chimney or chimney flue which serves only that unit shall be responsible for the good upkeep, maintenance and repair of such fixture, item of property, fireplace chimney or chimney flue, and if the owner fails to meet such responsibility the Association may arrange for the same and shall assess the expense to such Unit Owner. The expense of maintenance and repair of Common Elements necessitated by the negligence, misuse or neglect of a Unit Owner shall be charged by the Association to such Unit Owner.

ARTICLE 4 EASEMENTS AND LICENSES

Section 4.1. Easement for Utilities. The Declarant reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property (but not on units owned by others) for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used. Declarant shall have the right, prior to the final termination of the Declarant Control Period, to grant and reserve easements and rights of way through units owned by others) for the installation, maintenance, repair, removal and replacement and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telecommunications, cable television and other utilities serving any unit.

Section 4.2. Easement for Access. For as long as Declarant has or accepts any repair, replacement or other warranty obligation with respect to any common elements or units, the Declarant reserves in favor of himself, any managing agent and/or any other person authorized by either of them, a right of access to and through any Common Element or unit for repair, replacement or satisfaction of any such warranty obligation; provided that the Declarant or said managing agent

shall be responsible for any damage caused as a result thereof. In case of emergency, any such required entry shall be immediate whether or not the Unit Owner is present at the time. Common areas shall not be used in such a manner as to block the right of access of any Unit Owner to his unit, common areas, and public ways, and each Unit Owner, in addition to his undivided interest therein, shall enjoy an easement through the common areas for the purpose of access to his unit.

Section 4.3. Creation and Recording of Certain Licenses and Other Easements. The recording data on any recorded easement and licenses appurtenant to or included in the condominium or to which any portion of the condominium is or may become subject by virtue of a reservation in the Declaration is set forth in Exhibit A.

Section 4.4. Association's Rights. The Association shall have a reasonable right of entry into and upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

Section 4.5. Right of Access. A right of access shall exist to each unit for the manager and/or the managing agent and/or any other person authorized by the Board of Directors, for the purpose of making inspections or for the purpose of correcting any condition originating in the unit or elsewhere and threatening another unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 4.6. Easement for Encroachment by Unit Owner. Each Unit Owner shall have the right to encroach from the Unit Owner's unit into the common areas adjacent to that unit for the purpose of driving nails, screws and other fasteners into studs, walls, ceilings, and floors, provided that the Unit Owner shall be responsible for any damage caused or resulting to common or limited Common Elements thereby, and shall promptly cause any such damage to be repaired.

ARTICLE 5
SPECIAL DECLARANT RIGHTS

Declarant reserves the following special declarant rights for 3 years from date hereof, except as may be otherwise stated below:

Section 5.1. Completion. The Declarant reserves the right to complete any necessary improvements whether indicated on the Plats and Plans, or not.

Section 5.2. Easement Through Common Elements. Declarant reserves the right to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in making improvements within the Condominium and for discharging its obligations or exercising special Declarant rights, whether arising under the Condominium Act or reserved in this Declaration.

Section 5.3. Removal of Officers and Board Members. Declarant reserves such rights as are set forth in Article 6 below.

ARTICLE 6
BOARD OF DIRECTORS (EXECUTIVE BOARD)
AND DECLARANT CONTROL PERIOD

Section 6.1. Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of 2 persons, who shall be Unit Owners to be appointed and who may be removed and replaced by Declarant.

Section 6.2. Declarant Control Period. For a period of 5 years from the first conveyance of a unit to a person other than Declarant, subject to earlier termination as set forth below, Declarant shall control the Association ("Declarant Control Period"), and during this period Declarant or persons designated by him may appoint, remove and replace members of the Board; provided, however that:

After both units are conveyed to Unit Owners other than the Declarant, Declarant shall have no further right to appoint members of the Board, the Unit Owners (including Declarant if a Unit Owner) shall replace the remaining member of the Board appointed by the Declarant, which replacement shall be a Unit Owner and the Declarant Control Period shall then end.

The Bylaws of the Association may further regulate the Board of Directors of the Association, which Bylaws are attached hereto as Exhibit C.

ARTICLE 7
AMENDMENT TO DECLARATION
REQUIRED CONSENT

Except as otherwise provided in the Condominium Act the Declaration may be amended only by vote or agreement of the owners of units to which at least 67% of the votes in the Association are allocated. No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant. In addition, no material amendment of the Declaration shall be made without the approval of "eligible mortgage holders", as defined by Section 1502-11 of the Condominium Act, holding mortgages on units having at least 67% of the voting power of owners of units which are subject to eligible mortgages, and by all mortgagees of Declarant of one or more units. An amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve amendments which are not material and who does not deliver or mail to the requesting party a negative response within 30 days of receipt shall be deemed to have approved such request. Amendments which are material include any change in voting rights, types of assessments, assessment liens, or subordination of any such liens, in reserves or provisions for maintenance, repair or replacement of Common Elements, changes in insurance or fidelity bond provisions, provisions concerning expansion or contraction of the Condominium, annexation, addition or withdrawal of property to or from the Condominium, in provisions for responsibility for maintenance and repairs, in the boundaries of any unit, reallocation of interests in general or limited Common Elements or rights in their use, changes in provisions relating to the leasing of units, conversion of the units into Common Elements or conversion of Common Elements into units, imposition of any restrictions on a Unit Owner's right to sell or transfer his unit, any decision

ly the Association to establish self-management after professional management has been previously required by an eligible mortgage holder, a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or to restore or repair the Condominium in a manner other than as specified in the Declaration and Bylaws after such condemnation or destruction, or any provisions for the express benefit of mortgage holders, insurers or guarantors.

ARTICLE 8
RIGHT TO LEASE UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the rights to occupy and enter into leases with any persons for the occupancy for any legally permissible use not proscribed herein of any of the units owned by the Declarant, and to maintain reasonable signs for such purposes during the Declarant Control Period. No unit shall be leased for any period of less than thirty (30) days, and all leases, whether denominated lease, rental agreement, or otherwise, shall be in writing and signed by all parties to the lease.

ARTICLE 9
MORTGAGEES

Section 9.01. Mortgagee Rights. In addition to the rights of secured lenders set forth in Section 1602-119 of the Condominium Act, in Article Seven of this Declaration and elsewhere herein, "eligible mortgage holders" shall have the following rights:

- (a) Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by such a mortgagee of a unit, shall promptly report any then unpaid common expenses due from, or any other default by, the owner of the mortgaged unit.
- (b) Notice of Default. The Board of Directors, when giving notice to a Unit Owner of a default in paying common expenses or other default, shall send a copy of such notice to such holder of a mortgage covering such unit.

- (c) Examination of Books. Each such mortgagee shall be permitted to examine the books of account of the Association at reasonable times on week days. Any mortgage holder shall be allowed to have an audited financial statement prepared at its own expense concerning the Association.
- (d) Rights Relating to Termination. Notwithstanding any other provisions herein contained, the Condominium herein created may not be terminated without the written consent of at least 67% of the eligible mortgage holders, unless said termination arises by virtue of the destruction or condemnation of substantially all of the Property.
- (e) Rights Relating to Notice. Upon sending to the Board of Directors a request therefor, specifying its name and address and the unit number or address of the unit upon which it holds a mortgage, a mortgage holder, guarantor or insurer shall be entitled to timely notice of (1) any condemnation or casualty loss that affects either a material portion of the Condominium or the unit upon which it holds a mortgage; (2) any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage; (3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners' association and (4) any proposed action which requires the consent of a specified percentage of eligible mortgage holders.
- (f) Subordinated Liens. The rights of any valid and lawful mortgagee shall have priority over any subsequent liens filed against any unit or Common Elements and any such lien shall be subordinated to such valid and lawfully existing mortgages as the law and circumstances allow.

ARTICLE 10
OPERATION OF THE CONDOMINIUM, INSURANCE, TERMINATION

Operation of the Condominium

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective percentages of undivided ownership as

PERMIT # 001201 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
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 Unit: _____ # Of New Dwelling Units _____

Foundation:

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 16" 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 _____

For Official Use Only	
Date <u>September 21, 1988</u>	Subdivision: Yes / No _____
Inside Fire limits _____	Name _____
Bldg Code _____	Lot _____
Time Limit _____	Block _____
Estimated Cost _____	Permit Expiration: _____
Value/Structure _____	Ownership: _____ Public _____ Private _____
Fee <u>50.00</u>	

Ceiling:

1. Ceiling Joists Size: _____
2. Ceiling Strapping Size _____ Spacing _____
3. Type Ceilings: _____
4. Insulation Type _____ Size _____
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 R-5 Street Frontage Req. _____ Provided _____
Required Setbacks: Front _____ Back _____ Side _____

Review Required:

Zoning Board Approval: Yes _____ No _____ Date: _____
Planning Board Approval: Yes _____ No _____ Date: _____
Conditional Use _____ Variance _____ Site Plan _____ Subdivision _____
Shore and Floodplain Mgmt _____ Special Exception _____
Other (Explain) _____
Date Approved Oct 24, 1988

Permit Received By Joanne Quint

Signature of Applicant Jan. W. Quint Date 9/21/88

Signature of CEO _____ Date _____

Inspection Dates _____

PLOT PLAN

N



FEES (Breakdown From Front)

Base Fee \$ _____
Subdivision Fee \$ _____
Site Plan Review Fee \$ _____
Other Fees \$ _____
(Explain) _____
Late Fee \$ _____

Type

Inspection Record

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMENTS

Signature of Applicant

Jon Hoppa

Date

9/21/88

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

To the Chief of Inspection Services, Portland, Maine, the undersigned hereby
applies for a Condominium Conversion Permit.

Location of Project:

Assessor's chart: _____
Block: _____
Lot: _____

Name of Owner: Thomas J. McAdams

Address: 451 Nearing Ave Portland

Telephone No.: 773-7467

Name of Project: 451 Ave Condominiums

No. of Units to be Converted: 2

No. of Units applying for: 2

No. of Units in Structure: 2

Date on which Declaration of Condominiums was filed in Cumberland County
Registry of Deeds: 9/21/88

INSPECTION SERVICES USE ONLY

Approved By _____ Date: _____
Zoning _____

	No of units approved (circle) and date									
	2	3	4	5	6	7	8	9	10	
~~_____~~ others										
Plumbing: 1	2	3	4	5	6	7	8	9	10	
others										
Elec.: 1	2	3	4	5	6	7	8	9	10	
others										
Bldg. & 1	2	3	4	5	6	7	8	9	10	
Housing others										
C. of O. 1	2	3	4	5	6	7	8	9	10	
others										

Comments:

James V. Collier, Licd.
9-27-88

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

To the Chief of Inspection Services, Portland, Maine, the undersigned hereby applies for a Condominium Conversion Permit.

Location of Project:

Assessor's chart: _____

Block: _____

Lot: _____

Name of Owner:

Thomas J. McAdams

Address:

451 Deering Ave Portland

Telephone No.:

773-7467

Name of Project:

451 Ave Condominiums

No. of Units to be Converted:

2

No. of Units applying for:

2

No. of Units in Structure:

2

Date on which Declaration of Condominiums was filed in Cumberland County Registry of Deeds: 9/21/88

INSPECTION SERVICES USE ONLY

Approved By
Zoning _____

Date: _____

		No of units approved (circle) and date									
Fire Dept:	1	2	3	4	5	6	7	8	9	10	
	others										
*Plumbing:	1	2	3	4	5	6	7	8	9	10	
	others										
~~Electric~~	1	(2)	3	4	5	6	7	8	9	10	
	others										
Bldg. &	1	2	3	4	5	6	7	8	9	10	
Housing	others										
C. of O.	1	2	3	4	5	6	7	8	9	10	
	others										

Comments:

All electrical wiring shall conform to the 1987 edition of the National Electrical Code as per required number of receptacles throughout the two dwellings - D. Jones Electrical Inspector -

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

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Name of Owner: Thomas J. McAdams

Address: 451 Deering Ave Portland

Telephone No.: 773-7467

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No. of Units to be Converted: 2

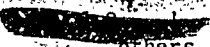
No. of Units applying for: 2

No. of Units in Structure: 2

Date on which Declaration of Condominiums was filed in Cumberland County
Registry of Deeds: 9/21/88

INSPECTION SERVICES USE ONLY

Approved By _____ Date: _____
Zoning _____

	No of units approved (circle) and date									
Fire Dept: 1	2	3	4	5	6	7	8	9	10	
others										
Plumbing: 1	2	3	4	5	6	7	8	9	10	
others										
Elec.: 1	2	3	4	5	6	7	8	9	10	
others										
	2	3	4	5	6	7	8	9	10	
	2	3	4	5	6	7	8	9	10	
others										

Comments:

9.25-88 130

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

To the Chief of Inspection Services, Portland, Maine, the undersigned hereby
applies for a Condominium Conversion Permit.

Location of Project:

Assessor's chart: _____
Block: _____
Lot: _____

Name of Owner: THOMAS J. McADAM

Address: 451 Deering Ave Portland

Telephone No.: 773-7467

Name of Project: 451 Ave Condominiums

No. of Units to be Converted: 2

No. of Units applying for: 2

No. of Units in Structure: 2

Date on which Declaration of Condominiums was filed in Cumberland County
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INSPECTION SERVICES USE ONLY

Approved By
Zoning _____

Date: _____

		No of units approved (circle) and date									
Fire Dept:	1	2	3	4	5	6	7	8	9	10	
	others										
Plumbing:	1	2	3	4	5	6	7	8	9	10	
	others										
Elec.:	1	2	3	4	5	6	7	8	9	10	
	others										
Bldg. &	1	2	3	4	5	6	7	8	9	10	
Housing	others										
		2	3	4	5	6	7	8	9	10	

Comments:

APPLICATION FOR
CONDOMINIUM CONVERSION PERMIT
CITY OF PORTLAND, MAINE
PART I

To the Chief of Inspection Services, Portland, Maine, the undersigned hereby
applies for a Condominium Conversion Permit.

Location of Project:

Assessor's chart: _____
Block: _____
Lot: _____

Name of Owner: THOMAS J. McADAM

Address: 451 Deering Ave Portland

Telephone No.: 773-7467

Name of Project: 451 AVE Condominiums

No. of Units to be Converted: 2

No. of Units applying for: 2

No. of Units in Structure: 2

Date on which Declaration of Condominiums was filed in Cumberland County
Registry of Deeds: 9/21/88

INSPECTION SERVICES USE ONLY

Approved By
Zoning _____

Date: _____

		No of units approved (circle) and date									
Fire Dept:	1	2	3	4	5	6	7	8	9	10	
	others										
Elec.:	1	2	3	4	5	6	7	8	9	10	
	others										
Bldg. & Housing	1	2	3	4	5	6	7	8	9	10	
	others										
C. of O.	1	2	3	4	5	6	7	8	9	10	
	others										

Comments:

CO on 1 1/2 lines on front
1st Portland toll
2nd Hancock village

OK
sep

451 Deering Avenue
CONDOMINIUM CONVERSION APPLICATION
PART II

CODE COMPLIANCE:

1. Please attach copy of Notice of Intent to this application.
2. Attach also a list of names of tenants or occupants to whom letters were sent.
3. Please include addresses of those receiving notices of intent and dates such notice was received. (Please give apartment number wherever possible)
4. Have notices of intent been given to tenants in accordance with Chapter 608.4 of the Municipal Code entitled "Condominium Conversion Ordinance"?
Yes _____ No ✓ *N.A.*
5. Have relocation payments been made to eligible tenants in accordance with Chapter 608.5 of the Municipal Code?
Yes _____ No ✓ *N.A.*
6. Have relocation referrals and assistance been provided to tenants on demand?
Yes _____ No ✓ *N.A.*

Above are not applicable because
I currently live in unit and
my current tenant, Mrs. Johnson
is purchasing her unit that she
lives in. Thus, we are both
staying where we live now.

Tom McHaffey

CONDOMINIUM CONVERSION APPLICATION
PART III

PROJECT DATA:

1. Name of Project: 451 Deering Ave. Condominium.
2. Assessor's Reference, (Chart-Block-Lot): _____
3. Number of units and rental rates before conversion:
(Please specify whether or not monthly rent includes utilities.)
- | | Number | Monthly Rent |
|-------------------------------------|----------|-----------------------|
| a) One bedroom units..... | | |
| b) Two bedroom units..... | <u>2</u> | <u>550 incl util.</u> |
| c) Three or more bedroom units..... | | |
4. Number of units and purchase price after conversion:
- | | Number | Purchase Price |
|-------------------------------------|----------|----------------|
| a) One bedroom units..... | | |
| b) Two bedroom units..... | <u>2</u> | <u>90K</u> |
| c) Three or more bedroom units..... | | |
5. Length of time building owned by applicant: 3 years
6. Place a check in the spaces below if there has been or will be any building improvements, renovations, or modifications associated with this conversion which require any of the following permits:
- | | |
|--|--|
| ☐ Building Permit | ☐ Plumbing Permit |
| ☐ Electrical Permit | ☐ Heating Permit |
| | ☒ None |
7. Specify the type and approximate cost of any building improvements associated with this conversion that do not require permits:
- \$ _____ Exterior walls, windows, doors, roof;
- \$ _____ Insulation;
- \$ _____ Interior cosmetic (e.g. wall or floor refinishing, etc.);
- \$ _____ Other (specify) _____;
- _____ None.

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

Unit Number:	1	2	3	4	5	6	7	8	9	10
a) Length of occupancy.....	2 1/2	3								
b) Age of head of household.....	45	32								
c) Number of children.....	0	0								
d) Number of persons ages 60 or over....	0	0								
e) Will tenant purchase unit? (Yes/No)...	yes	yes								
f) If not, was (or will) relocation payment (be) made? (Yes/No).....	NA no	NA no								
g) If moving, check destination below:..										
i) Same Neighborhood.....										
ii) Elsewhere in Portland	NA	NA								
iii) Out of Portland.....										
iv) Unknown.....										

APPLICANT SIGNATURE:

Thomas J. McElroy

DATE:

7-18-88



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION 451 Deering Avenue

Issued to Tom McAdam

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 approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Two family dwelling

Limiting Conditions:

This certificate supersedes
certificate issued

Approved:

22 July 87
(Date)

[Signature]
D. Russ

[Signature]
Inspector

[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.

copy - cert

451 DEERING AVENUE CONDOMINIUM
DECLARATION OF CONDOMINIUM

ARTICLE 1
SUBMISSION, DEFINED, TERM NOTICE, USE

Section 1.1 Submission of Property. Declarant, Thomas J. McAdam, an individual residing at 451 Deering Avenue, Cumberland County, Portland, Maine (hereinafter called "Declarant"), owner in fee simple of the land described in Exhibit A attached hereto, located in the City of Portland, County of Cumberland and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (collectively "Property") and subject to the matters referred to in Exhibit A, and the Bylaws of the 451 Deering Avenue Condominium Association (hereafter called the "Condominium Association"), to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, known as the Maine Condominium Act, as amended from time to time, ("Condomonium Act") and hereby creates with respect to the Property a condominium, to be known as 451 Deering Avenue Condominium (hereafter called "Condominium"). The Property is shown on the Plat and floor plans entitled "453 Deering Avenue" [sic], dated September 15, 1988, which plat and floor plans are being recorded in the Cumberland County Registry of Deeds in Condominium File 17 Pages 11 said plat and plans, as amended from time to time being herein referred to respectively as "Plats". This declaration together with all attachments hereto, all as amended from time to time, and the Plats and Plans are together collectively referred to herein as the "Declaration".

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

Location of Construction: 451 Deering Ave		Owner: Carol Lohman		Phone: 775-6109		Permit No:	
Owner Address: SAA Ptd, ME 04103		Leasee/Buyer's Name:		Phone:		B. InessName:	
Contractor Name:		Address:		Phone:		PERMIT ISSUED Permit Issued: MAR 20 1995 CITY OF PORTLAND	
Past Use: Condo		Proposed Use: Same w/Home Occupation		COST OF WORK: \$		PERMIT FEE: \$ 25.00	
Proposed Project Description: Change Use from Condo to Condo w/Home Occupation Psychotherapy		FIRE DEPT. ☐ Approved ☐ Denied		INSPECTION: Use Group 12 Type 50 BOCA 93 Signature: Hoffman		Zone: CBL: 125-G-005	
		Signature:		Signature:		Zoning Approval: 3/17/95	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: ☐ Approved ☐ Approved with Conditions ☐ Denied		Signature: Date:		Special Zone or Reviews: ☐ Shoreland ☐ Wetland ☐ Flood Zone ☐ Subdivision ☐ Site Plan ☐ minor ☐ mm ☐	
Permit Taken By: Mary Gresik		Date Applied: 15 March 1995					

1. This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.

**PERMIT ISSUED
WITH REQUIREMENTS**

CERTIFICATION

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

SIGNATURE OF APPLICANT: Carol P. Lohman ADDRESS: 451 Deering Ave. Ptd 04103 DATE: 15 March 1995 PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

Zoning Appeal

☐ Variance
☐ Miscellaneous
☐ Conditional Use
☐ Interpretation
☒ Approved
☐ Denied

Historic Preservation

☒ Not in District or Landmark
☐ Does Not Require Review
☐ Requires Review

Action:

☐ Approved
☐ Approved with Conditions
☐ Denied

Date: 3/17/95

[Signature]

CEO DISTRICT 6

mm. Rowe

City of Portland, Maine – Building or Use Permit Application 89 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 451 Deering Ave		Owner: Carol Lohman		Phone: 775-6109		Permit No:	
Owner Address: 544 Fild, ME 04103		Leasee/Buyer's Name:		Phone:		Business Name:	
Contractor Name:		Address:		Phone:		PERMIT ISSUED MAR 20 1995 CITY OF PORTLAND	
Past Use: Condo		Proposed Use: Same w/Home Occupation		COST OF WORK: \$		PERMIT FEE: \$ 25.00	
				FIRE DEPT. ☐ Approved ☐ Denied		INSPECTION: Use Group A Type: 5 Signature: <i>[Signature]</i>	
Proposed Project Description: Change Use from Condo to Condo w/Home Occupation Psychotherapy				PEDESTRIAN ACTIVITIES DISTRICT (P&D) Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Signature: _____ Date: _____		Zone: CBL-125-G-C05 Zoning Approval: 3/17/95 Special Zone or Reviews: ☐ Shoreland ☐ Wetland ☐ Flood Zone ☐ Subdivision ☐ Site Plan ☐ major ☐ minor ☐ mm ☐	
Permit Taken By: Mary Greshik		Date Applied For: 15 March 1995					
1. This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.							
CERTIFICATION I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.							
SIGNATURE OF APPLICANT Carol Lohman		ADDRESS:		DATE: 15 March 1995		PHONE:	
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE				PHONE:			
White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector							
						GEO DISTRICT 6 <i>M.A. Rowe</i>	

**PERMIT ISSUED
WITH REQUIREMENTS**

COMMENTS

OK Allow
6/12/95

Type	Inspection Record	Date
Foundation:		
Framing:		
Plumbing:		
Final:		
Other:		

§ Approach zone transition area. Slope, one (1) in two (2).
Code 1965, § 602.15.11

Sec. 14-410. Home occupation.

Purpose. The purpose of home occupations is to allow the secondary and incidental use of a residence for the conduct of appropriate occupations whose external activity levels and impacts are so limited as to be compatible with the residential character of the neighborhood.

- (1) In connection with the operation of a home occupation, within a dwelling unit, the following requirements shall be met:
 - a. A home occupation shall not occupy more than five hundred (500) square feet of floor area or more than twenty-five (25) percent of the total floor area of such a dwelling unit, whichever is less, or in the case of licensed family day care homes, or home babysitting services, to accommodate not more than six (6) children plus two (2) children after school and having no nonresidential employees;
 - b. There shall be no outside storage of goods and materials nor shall there be exterior displays, or display of goods visible from the outside;
 - c. Storage of materials related to the home occupation shall count as a part of the occupancy limitations in subsection (1)a. above, but shall not constitute a dominant part of such occupancy provided, however, storage of such materials or products in garages or other accessory structures is prohibited;
 - d. Exterior signs shall be limited to one (1) nonilluminated sign not exceeding a total area of two (2) square feet, affixed to the building and not projecting more than one (1) foot beyond the building;
 - e. Any exterior alterations to the residence shall be compatible with the architecture of the building and maintain the residential appearance by virtue of exterior materials, lighting, and signs;
 - f. Any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard;
 - g. The home occupation shall not produce offensive noise, vibration, smoke, dust or other particulate matter, odorous matter, heat, humidity, glare or other objectionable effects;
 - h. There shall be no more than one (1) nonresident employed in the home occupation, provided, however, family day care or home babysitting services shall have no nonresident employees;
 - i. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood;
 - j. No motor vehicle exceeding a gross vehicle weight of six thousand (6,000) pounds shall be stored on the property in connection with the home occupation.
- (2) No residence shall be occupied, altered or used for any home occupation except the following:
 - a. Accountants and auditors;

LAND USE

§ 14-410

- b. Answering services (telephones);
 - c. Architects;
 - d. Artists and sculptors;
 - e. Authors and composers;
 - f. Computer programming;
 - g. Custodial services;
 - h. Custom furniture repair and upholstery;
 - i. Dentists, doctors, therapists, and health care practitioners;
 - j. Direct mail services;
 - k. Dressmakers, seamstresses and tailors;
 - l. Engineers;
 - m. Family planning services;
 - n. Hairdressers (limited to no more than two (2) hair dryers);
 - o. Home crafts, such as model making, rug weaving, lapidary work, cabinet making, weaving ceramics;
 - p. Interior decorators;
 - q. Lawyers, justices of the peace and notary publics;
 - r. Licensed family day care home or babysitting services;
 - s. Musicians or music teachers, including group instruction not to exceed six (6) students at any time but not including performances or band rehearsals, which shall meet the following requirements in addition to those set forth in subsection (1) of this section:
 - 1. Electronic amplification is prohibited;
 - 2. The applicant shall demonstrate that noise attenuation is provided which minimizes perception of sound at property lines at all times during the use. Noise attenuation measures may include, but are not limited to, insulation, double-pane windows, air conditioners or any combination of these or similar noise attenuation measures;
 - 3. Hours of operation shall be limited to 8:30 a.m. to 9:30 p.m.
 - t. Office facility of a minister, rabbi, or priest;
 - u. Photographic studios;
 - v. Professional counseling and consulting services;
 - w. Professional research services;
 - x. Sales persons provided that no retail or wholesale transactions are made on the premises;
 - y. Small appliance repair;
 - z. Snow plowing provided that only one (1) snow plow vehicle is stored on or generated from the site;
 - aa. Special tutoring or instruction (not to exceed three (3) pupils at any given time);
 - bb. Stereographic and other clerical services.
- (3) A home occupation that is not listed in paragraph 2 of this section but is similar to and no more objectionable than those home occupations listed in that paragraph, shall

451 Deering Ave.
Portland, ME 04103
3/10/95

To Whom It May Concern:

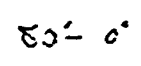
As a licensed clinical social worker, I plan, as of 5/1/95, to open my private practice as a psychotherapist at the above address. I understand that 451 Deering Ave. is located in an R5 residential district wherein such practices are allowable and I am applying for a permit to use a portion of this home as an office.

A floor plan of my home is attached including indications of changes from the original floor plan. The total square feet of the current living space is 1199 s.f. The entry way is 201 s.f. The area that I plan to use as an office is 187 2 s.f.

Sincerely,

Carol P. Lottman

DEPT. OF HEALTH & HUMAN SERVICES



First Floor.

living space 1192 s.f.
entry space 201 s.f.
office 187.2 s.f.

451 Deering Ave
PHX ME 04103