

DECLARATION OF
19 OCEAN AVENUE
CONDOMINIUM

Portland, Maine

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DECLARATION OF

19 OCEAN AVENUE CONDOMINIUM

ARTICLE 1. DECLARATION OF CONDOMINIUM PROPERTY

§1.1 The Condominium Property.

23 Ocean Avenue Associates, LLC, a Maine limited liability company (the “Declarant”), submits the property located in Portland, Cumberland County, Maine, described in Exhibit A, to the Maine Condominium Act, 33 M.R.S.A. Section 1601-101 et seq.

The name of the Unit Owners' association is the “19 Ocean Avenue Condominium Association,” a Maine nonprofit corporation (the “Association”).

The Condominium includes two buildings. Building A contains one condominium unit reserved for commercial use. Building B contains four residential units and one commercial unit, as identified on Exhibit B. The Property is not subject to Development Rights.

§1.2 Applicability.

This Declaration governs the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Plats and Plans, the Bylaws of the Association and the Rules and Regulations of the Association. They shall be deemed covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms.

Capitalized terms not otherwise defined in this Declaration, the Plat and Plans, the Bylaws and the Rules and Regulations shall have the meanings specified in the Condominium Act.

§1.4 Building Class, Unit Class, Director Classes.

Buildings labeled “Building A” and “Building B” on the Plats shall be Building Classes. All Units labeled or declared as Commercial Units in the Declaration or any amendment to the Declaration shall constitute the Commercial Class of Units, as defined in the Articles of Incorporation of the Association. Directors elected solely by those owners shall be Commercial Class Directors. Other Units limited to residential use shall be Residential Class Units. Directors representing each Class of Units shall be so designated.

§1.5 Interpretation.

In the event of any conflict or discrepancy between this Declaration, the Plat and Plans, the Bylaws, and the Rules and Regulations, the preceding documents shall control by order of priority in which they are listed above. If any provision of this Declaration, the Plat and Plans, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the Condominium Act shall be deemed controlling. In the event of any

such conflict, the validity of the remainder of this Declaration, the Plat and Plans, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

ARTICLE 2. DESCRIPTION OF PROPERTY

§2.1 Description of the Property.

Exhibit A contains a legal description of the Property, together with license, parking and easements.

§2.2 Plats and Plans.

The location and dimensions of the Buildings, the Units, and other improvements on the Property, including Common Elements, are shown on the Plats and Plans, recorded at Plan Book _____, pages _____ and _____ in the Cumberland County Registry of Deeds. Reduced size copies of the Plats and Plans are attached to this Declaration Exhibit C. The Plat and Plans are a part of this Declaration.

§2.3 Condominium Documents.

“Condominium Documents” means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations heretofore or hereafter adopted by the Board of Directors, and any amendments to any of the preceding adopted from time to time.

ARTICLE 3. CONDOMINIUM UNITS

§3.1 Units.

“Unit” means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. The identification number and approximate area of each Unit are shown on the Plat and Plans. Any internal room configuration shown on the Plans is illustrative only and is not binding on an owner except that the structural support of the Building must be preserved.

The Condominium has six Units in two buildings. Building A contains a Commercial Class Unit. Building B contains one Commercial Class Unit and four Residential Class Units. The Allocated Interests of each Unit are set forth in Exhibit B. Each Unit’s identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit are shown on the Plat and Plans.

§3.2. Building A

Unit A consists of the entire Building A. The Unit includes exterior walls, roofs and windows, shutters, awnings, window boxes, doorsteps, stoops, exterior doors and windows or other fixtures designed to serve the Unit. The Unit does not include any land, patios or additions beneath or surrounding the Unit but not attached to it. The Unit includes any satellite dishes, antennas or other communications equipment attached to the Unit.

§3.3. Unit Boundaries; Building A

The Unit boundaries of Unit A are as follows:

Perimeter Boundaries: The Unit is the real property consisting of the space filled with air and the rights of possession therein and all improvements lying therein within the vertical planes (as further limited by the lower horizontal plane) described below and as shown on the Plats and Plans.

a. Location of Vertical Planes. The vertical planes of the Unit correspond with the exterior surface of the vertical sides of Building A, the Unit to include the thickness of finish material such as paint or stain. Also, the Unit will contain all overhangs and any other structural parts of the building attached to the building but not within the vertical planes.

b. Location of Horizontal Planes. The lower horizontal boundary of Unit A is the lower surface of the concrete slab or basement floor within the vertical boundaries (presumed to be 4" below the upper surface of such slab). To the extent there is no concrete slab or basement floor, the lower horizontal boundary is the upper surface of the land (as such term is used in the zoning and subdivision laws of the State of Maine and the City of Portland).

The lower horizontal boundary of Unit A is depicted by elevations shown on the Plats and Plans. These elevations show the approximate slope and elevation of the lower horizontal boundary but the actual boundary follows the contour of the land or the basement, as the case may be.

Below the lower horizontal boundary and within such vertical planes, all of the underlying lands remains undivided and is a Limited Common Element of Unit A.

There is no upper horizontal boundary.

§3.4 Unit Boundaries- Building B.

The boundaries of each Unit in Building B (both Residential and Commercial) are shown on the Condominium Plat and Plans.

(a) *General Horizontal Boundaries*: The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

- (i) Upper Horizontal Boundaries: The upper horizontal Unit boundaries are the planes at the lower surfaces of the joists of the attic or ceiling which directly support the gypsum board or finished surfaces of the ceiling above a Unit's uppermost floor. They are generally as shown on the Plans, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries
- (ii) Lower Horizontal Boundaries: The lower Unit boundary is the horizontal plane at the intersection of the uppermost surface with the sub-flooring at the lower surfaces of the carpeting, tiles, vinyl or other floor surfaces and any other materials constituting any part of the finished floor surfaces thereof, if any, extending to the intersection with the vertical boundaries.

(b) *General Vertical Boundaries*: The general vertical boundaries of each Unit are the vertical planes located at the interior "stud line" at the exterior (outer-most) surface of the gypsum-board, sheetrock or other finish wall materials, if any, located on the inside of its exterior or common walls, all extended to the intersections with each other and with the horizontal boundaries. The vertical boundary runs along the "interior" (closest to the Unit interior) surfaces of exterior doors, windows, skylights, garage doors, and glass walls, and along the inner stud lines of the party walls located between abutting Units.

(c) *Interior Finishes.* The Unit shall include all wallboard, plasterboard, drywall, plaster, paneling, tiles, wallpaper, paint, wallpaper, carpeting, finished flooring, paint, varnish, stain, wallpaper, tile, window and door trim, and any other materials constituting any part of the finished surfaces thereon located within or on the boundaries of the Unit.

(d) *Interior and other Unit Components and Spaces.* All other spaces, interior partitions, interior stairways, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit together with those specific Unit components identified in Section 3.5 below.

(e) *Relocation and Subdivision.* Unit boundaries may be relocated by an amendment to the Declaration in compliance with the provisions of the Condominium Act.

§3.5 Specific Components of the Units in Building B.

Notwithstanding the provisions of Section 3.4 above, the following components shall be considered to be part of the Units in Building B:

- (a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways located wholly within the Unit;
- (b) Finished flooring, floor coverings, carpeting and the like, and finished wall and ceiling coverings, including paint, wallpaper, tile, lath, furring, gypsum board, wallboard, plaster, paneling, moldings, window trim, door trim, and any other materials constituting any part of the finished surfaces thereof;
- (c) Plumbing, kitchen and bathroom pipes, lines and fixtures, outdoor water spigots, the heating and ventilating equipment, fans, ducts, vents, controls and air intakes, hot water heaters, chimney flues, kitchen appliances and cabinets, air conditioning systems and heat pumps if any, and components of any of the foregoing servicing only a single Unit, if any, all even if located outside of a Unit's general boundaries;
- (d) Electrical wiring, equipment outlets, doorbells, and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, any propane or natural gas system from the point where the piping leaves the meter, and portions of electric, water, propane and natural gas if any, and sewer utility lines, pipes, outside lights, doorbells, conduits, vents, flues, fans, ducts, and equipment serving only that Unit.

A Unit in Building B generally does not include the exterior walls, any unfinished attic areas, the roof, rafters, studs and other structural components of load-bearing walls, insulation, foundation walls and footings, land, and related components if any, the exterior windows and exterior doors, their glass, frames, sills, flashing, thresholds, storm doors and windows (all of which are later designated Limited Common Elements). Units also do not include any pipes, wires, conduits, meters, flues, ducts, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements.

Each Unit in Building B and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements and shall have the benefit of the easement for encroachments established under Section 1602-114 of the Condominium Act. Also, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit across the Common Elements, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of

an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

Responsibilities for the maintenance of the Units in Building B are governed by Article 7 below. Any internal room configuration shown on the Plans is illustrative only and is not binding on an owner except that the structural support of the Building must be preserved.

§3.6 Interior Alterations in Building B.

Subject to the following provisions, other portions of this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, the owner of a Unit in Building B may make nonstructural improvements and alterations within the interior of the Unit in compliance with all applicable governmental requirements and permits and in a good and workmanlike manner.

However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating Units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property or change the exterior appearance of the Unit.

At all times the Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances, and requirements.

All work in Building B shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to the Property. No Unit Owner shall permit, suffer or authorize any such liens or other claims to be asserted against the Association, other Units, or the Common Elements. At the completion of all work, each Unit Owner shall obtain waivers of mechanics and materialmen's liens from all persons performing work on or furnishing material and upon request provide the Association with copies thereof. The Unit Owner shall provide the Association with evidence that all contractors have general liability and automobile insurance, and worker's compensation if applicable, in an amount satisfactory to and naming the Association as an additional insured.

The Unit Owner shall indemnify and hold the Association harmless from any mechanic's or materialman's liens and to perform all work hereunder at the sole cost and expense of Unit Owner in a good and workmanlike manner and to minimize any inconvenience to other Unit Owners.

No Unit Owner in Building B shall make any structural addition, alteration or improvement in or to his or her Unit without the prior written consent to it of the Board of Directors. Unit Owner shall pay such expenses as may be determined by the Association in reviewing any application under and enforcing this Section, including any expenses and legal costs incurred by the Association in correcting any defective work or in enforcing compliance with this Agreement. The Board of Directors, in its discretion, may retain its own licensed architect or engineer, at the expense of the Unit Owner applying for such permission, to review the application and advise the Board of Directors. Any application to any department or to any other governmental authority for a permit to make such an addition, alteration or improvement shall be at the Unit Owner's expense. The consent of the Board of Directors shall not be unreasonably withheld so long as such addition, alteration or improvement does not change the exterior appearance of the Unit, is in keeping with the integrity of the Condominium and does not adversely affect the structural, utility or mechanical systems of the Unit as certified by a licensed architect or engineer, retained by the Unit Owner at

his or her cost. The Board of Directors, in its discretion, may retain its own licensed architect or engineer, at the expense of the Unit Owner applying for such permission, to review the application and advise the Board of Directors.

During construction the Unit Owner shall provide builder's risk insurance at the cost of the Owner and shall name the Association as an additional insured.

The owners of Units in Building B, their successors and assigns, shall be strictly liable for any existing or future defective alterations and improvements to the Unit, for compliance with building, fire and life safety codes and for defective construction and any resulting damage for failure to comply with the foregoing standards, including without limitation subsequent rot and water damage to the Unit and other Common Elements, regardless of whether or not such work was approved by the Association.

The Association shall not be responsible for determining or monitoring the conformity of alternations and improvements with the requirements of this Section.

§3.7 Subdivision of Units.

Residential Units may not be subdivided.

Commercial Units may be subdivided by a Unit Owner in accordance with Section 1602-113 of the Maine Condominium Act.

ARTICLE 4. COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements.

The term "Common Elements" means the entire Property other than the Units, and includes:

- i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A and the private roads, the parking areas, walkways and paths, lawn, landscaping, trees, vegetation, pavement, and stormwater facilities, equipment and detention areas;
- ii. For Building B only, the foundations, subfloors, concrete floors, attic and third-floor areas over a Unit including the structural, load bearing wall studs, framing, joists, and rafters, roof, exterior walls.
- iii. The utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems including permanent hard-wired smoke and carbon monoxide detectors, distribution pipes, stormwater detention systems, and water and sewer utility lines which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Unit as defined above);
- iv. All Limited Common Elements as designated in Section 4.2 below; and
- iv. All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

Responsibilities for the maintenance and use of the Common Elements are governed by Article 7 below.

No Owner of a Unit in Building B shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association in its discretion.

The Unit Owner in Building A may make reasonable changes to the exterior appearance of Building A.

§4.2 Limited Common Elements.

The term “Limited Common Elements” means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units by this Declaration. Limited Common Elements include the following:

- i. Doorsteps, stoops, porches, patios and all other similar fixtures designed to serve a single Unit, but located outside the Unit's boundaries,
- ii. The portions of the Property shown and designated as Limited Common Elements on the Plat and Plans or as described as Limited Common Elements under Section 1602-102(2) and (4) of the Condominium Act.
- iii. The exterior windows and exterior doors, their glass, frames, sills, flashing, thresholds, storm doors and windows of Units in Building B.
- iv. The land beneath Building A and Building B.
- v. The lift in Building B, providing access to Residential Units, which shall be a Limited Common Elements allocated solely and equally to Residential Units.
- vi. The rooftop deck in Building B shall be a Limited Common Element appurtenant to Residential Units in Building B only.
- vii. Storage areas in the basement of Building B, as shown on the Plans or as may be allocated to individual Units by the Board of Directors.
- viii. The mechanical room in Building B is a Limited Common Element allocated to all Units in Building B.

The allocation of Limited Common Elements may not be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation.

§4.3 Common Elements to Remain Undivided.

The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition, and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. Except as allowed in Section 4.2 above, the Common Elements shall remain undivided, and no action for partition or division of any party shall be permitted unless otherwise provided by law and permitted by this Declaration.

§4.4 Alteration of Common Elements.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not

limited to, the exterior surfaces of doors or windows abutting the Common Elements or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association, except that the Unit Owner in Building A may make reasonable changes to the exterior appearance of the Unit.

ARTICLE 5. CONDOMINIUM ASSOCIATION

§5.1 The Association.

The term “Association” means the association of the Unit Owners organized under Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Nonprofit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner. Upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him or her in interest.

The Association shall have all the powers granted under its Bylaws, the Condominium Act and the Maine Nonprofit Corporation Act.

§5.2 Board of Directors.

Except as otherwise provided in Section 1603-103(b) of the Condominium Act or this Declaration, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

§5.3 Bylaws.

The Bylaws of the Association are attached hereto as Exhibit D.

§5.4 Rules and Regulations for Residential Units.

The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of Residential Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act. These Rules may include the use of heaters and other appliances, the use and appearance of the Common Elements and Limited Common Elements and any portions of the Residential Units which can be seen from outside the building or from any Common or Limited Common Elements, requirements for smoke and carbon monoxide detectors and life safety improvements, mandatory water heater replacements, washing machine hoses and metal dryer vents. The Rules may also regulate smoking and the use of tobacco or marijuana on the Common Element areas and, by a majority vote of Residential Unit Owners, within the Units. The Board may enact such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, using appropriate

resolutions duly approved by the Board of Directors, or a Class of the Board, as the case may be. Notice of such Rules and Regulations and any amendment to it shall be sent to each Unit Owner or occupant of a Unit promptly after the adoption thereof, and they shall bind all Unit Owners, their heirs and assigns, and all tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 6. FINANCIAL MATTERS

§6.1 Allocated Interests; Common Charges and Special Charges Defined.

The term “Allocated Interests” means the Common Element Interest, the Common Expense Liability, and the voting rights in the Association allocated to each Unit, defined in the Maine Condominium Act and further defined in this Declaration.

For clarity, this Declaration uses the term “Common Charges” to refer to Common Expenses allocated to Unit Owners in accordance with the formulas set out in Exhibit B. The term “Special Charges” refers to other expenses, including some Common Expenses, which are allocated or charged to Unit owners, or to Unit Owners in one Building only. Unless otherwise stated in this Declaration, all expenses are Common Charges.

General Common Charges assessed against both Buildings include, but are not limited to:

- a. Repair, maintenance, and replacement of parking areas and off-site parking areas for the Condominium. Leasing costs of off-site parking areas.
- b. Repair, maintenance, and replacement of other parts of the Common Elements which are not parts of Building A or Building B.
- c. Rental payments for ancillary parking lots to provide parking
- d. Directors and Officers insurance
- e. Management costs, including the cost to employ a manager.

All Common Charges and Special Charges solely relating to Building A, including maintenance, repair and replacement of any part of Unit A/Building A, and Unit A’s fair share of insurance premiums, shall be paid solely by the owner of Unit A. The Unit Owners in Building B shall have no responsibility for these costs.

All Common Charges and Special Charges solely relating to Building B, including maintenance, repair and replacement of any part of the Common Elements of Building B, **expenses associated with the license agreement with the City of Portland recorded in the Cumberland County Registry of Deeds at Book 34104, page 268**, and the fair share of Association insurance costs of the Units in Building B, shall be shared by Unit Owners in Building B. The Unit Owner of Building A shall have no responsibility for these costs.

All other Common Charges shall be allocated between Units in both Building A and Building B based on their relative square footage, as set out in Exhibit B. Each Unit shall be responsible for its Special Charges.

Voting. Each Unit shall have one vote.

Common Element Interest. The term “Common Element Interest” means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The Common Element Interest is relevant only in case of uninsured damage to the Property, not rebuilt, or in case the Condominium is dissolved. The Common Element Interest of each Unit is based on the Unit square footage relative to other Units.

The allocations set out in Exhibit B are conclusive, absent manifest error.

§6.2 Special Charges by Unit

Special Charges include, but are not limited to the following items:

- a. Limited Common Elements, General. The expense associated with the maintenance, repair, and replacement of any Limited Common Element associated with a Unit, paid by the appurtenant Unit Owner.
- b. Service Charges. The expense associated with any services rendered to that Unit or its Limited Common Elements or improvements to the Common Elements made by a Unit Owner.
- c. Resale Certificates. Reasonable charges, determined by the Board of Directors, for preparation of Resale Certificates and statements of account requested by a Unit Owner.
- d. Copies of Records. The reasonable cost of providing copies of association records requested by the Unit Owner.
- e. Negligence. The expense associated with maintenance, repair or replacement of any portion of the Common Elements, including Limited Common Elements, determined by the Board of Directors to have resulted from the misuse, negligence or fault of a Unit Owner or the Unit Owner's guests, invitees or tenants and paid for by the Unit Owner.
- f. Fines, etc. The cost of accrued interest, late charges, attorneys fees assessed against a Unit Owner.
1. Insurance deductibles. To the extent of damage to a Unit, the Unit owner shall pay the Association's insurance deductible as a Special Charge.
- g. Insurance premiums. Increases in the insurance premiums for permanent building improvements to Units installed by Unit Owners which are not substantively equivalent to the initial improvements, as determined in the judgment of the Board of Directors, paid for by the Unit Owners causing the increase.
- h. Subdivision; boundary adjustment. Costs incurred by the Association in connection with review, approval, fees incurred, including recording fees of subdivision of a unit or adjustment of boundary lines between units, paid for by the Unit Owners seeking the adjustment.
- i. Advertising sign. The expense of repairing, maintaining, repainting and replacing the existing sign advertising uses in Commercial Units shall be paid by the Commercial Unit owners. Expenses arising out of an insurance claim may be governed by different rules.

§6.3 Special Charges by Building

Special Charges assessed against Units in Building B are:

- a. Expenses associated with maintenance and reporting requirements of the Stormwater Management Plan required by City approval of the Condominium.
- b. Expenses associated with the maintenance, repair, replacement, licensing and inspection of the lift in Building B. These expenses shall be allocated to the Residential Units.
- c. Expenses associated with the maintenance, repair, replacement of the rooftop deck in Building B. These expenses shall be allocated to the Residential Units.
- d. The expense for the maintenance, repair or replacement of any component of Building B.
- e. The cost of property, liability and other insurance fairly attributed to Building B.

§6.4 Reallocation of Common and Special Charges.

If the Board of Directors determines that an expense benefits one or more Units in a manner which is substantial and uniquely disproportionate to other Units, then such expense may then be assessed in whole or in part against the benefited Units.

§6.5 Special Assessments.

To fund significant improvement, repair or renovation projects and associated costs as the Board of Directors may approve, the Association may make special assessments for such Common Charges or Special Charges. The assessments may be payable either in a single installment or payable in installments over a period of months and years, all on such further terms and conditions and such interest rate as may be approved by the Board of Directors ("Special Assessments"). If any portion of the Special Assessments is due *after* the end of the Association's current budget year, then the affirmative approval of a majority in percentage interest of all the Unit Owners shall be required. If the Special Assessments due in full *before* the end of the Association's current budget year, the normally applicable Unit Owners' budget ratification requirements shall apply, except as otherwise provided below. The provisions of this subparagraph apply to Classes of Units, as appropriate.

Upon determining that emergency circumstances exist which requires an immediate assessment of the Unit Owners, the Board of Directors may make an additional Common Charge assessment, not to exceed an amount equal to two current months of regular Common Charge assessments for each Unit, which shall be due and payable when delivered to the Unit Owners.

§6.6 Board Authority to Borrow and Assign Income as Security.

The Board of Directors shall have power to borrow and to pledge, assign and grant a security interest covering all Association revenues and assets including Assessments for Common Charges, Special Charges and Special Assessments, in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements and related charges. The exercise of such power is subject to the approval of a majority in percentage interest vote of the Unit Owners as required by the Condominium Act.

§6.7 Payment of and Lien for Common Charges, Special Charges, Special Assessments, Fines, Etc.

(a) Payment of Assessments; Acceleration of Payment. Each Unit Owner shall pay to the Association or its designee the following amounts:

(i) On the first day of each month or such other date and intervals that the Board of Directors may determine, one-twelfth (1/12th) of the Common Charges for each Class and for the Combined Common Charges, as well as for Special Charges for each Unit. These assessments shall be paid over such intervals over the remainder of the fiscal year, and Special Assessments shall be paid by the terms of the approval of Special Assessments;

(ii) all Special Assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules, and Regulations or the Condominium Act which are assessed against Unit Owners; and

(iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors. The entire balance of the assessment may then be declared by the Board of Directors to be then due and payable in full.

If for any reason the Association revises its annual budget, and as a result, the Common Charges or Special Charges are increased, then commencing on the next day assessments are due, each Unit Owner shall pay to the Association or its authorized representative such revised Common Expenses.

Each Unit Owner shall pay his or her share of assessments without setoff or deduction.

(b) Lien for Nonpayment. All amounts levied against each Unit for Common Charges and Special Charges, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection, enforcement and foreclosure thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Recording of the Declaration constitutes record notice and perfection of the lien for Common Charges and Special Charges, including penalties, fines, late charges, interest, and costs of collection, enforcement, and foreclosure.

The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors, but such recorded notice is not necessary to establish or perfect the lien. The lien is extinguished unless action to enforce the lien is started within five (5) years after the full amount becomes due if so limited by the Condominium Act, but the Unit Owner shall remain personally liable.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) to the extent required by the Condominium Act, a priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

(c) Late Payment; Interest; Collection Costs. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, user fees, fines or penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such amounts with such late charges in such amount as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Unless otherwise determined by the Board, a late charge shall apply when any payment due to the Association is more than 30 days past due, which late charge shall be immediately due and payable. If such late charges and Common Expenses, Limited Common Expenses and Services Charges are not paid within 30 days of when they were due, then

interest shall be charged on all past due amount calculated retroactively back to the date when originally due.

(d) Other Remedies. If such payments are not received within ninety (90) days after they become due, the Board shall have the power to exercise and enforce any rights and remedies provided in the Condominium Act, this Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts. If available, the Board may exercise all possessory remedies against the delinquent owner's Unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time. In such event the Association may suspend any right or privilege appurtenant to the Unit including without limitation parking and voting rights and the prohibition of the use of the Common Elements. However, the Association may not deny all means of access to the Unit or withhold services provided to a Unit or a Unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person. The delinquent Unit owner or another occupant shall be required to pay a reasonable rental to the Association for such Unit until sale or foreclosure.

(e) Foreclosure. The liens for assessments described herein may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. In any action to foreclose the lien, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Charges and Special Charges may be maintained without foreclosing upon or waiving the lien securing the same. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(f) Remedies for Violation of Documents. Upon violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to gain access to the Unit may be suspended and services may be withheld in accordance with Rules and Regulations adopted by, in addition to all other remedies available to the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner if the effect of withholding the service would be to endanger the health, safety or property of any person.

§6.8 Liability / Resale Certificate.

Multiple owners of a Unit shall each be jointly and severally liable for all Common and Special Charges, Special Assessments, interest, fees, penalties and costs of collection. In the transfer of a Unit, the grantee(s) of such Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges and Special Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. A grantee receiving a

conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for them.

A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of the then outstanding unpaid common charges, assessments and Service Charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The Association has no obligation to update the information contained in such statement. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date more than the amount outlined in the statement as of its effective date except interest, late fees and costs of collection accruing after that.

§6.9 Budget; Reserves.

Budgets for Special Charges associated with each Building shall be approved by the Directors representing Units in that Class and ratified by Unit Owners in each Class.

Class budgets and the Combined budget shall be deemed to be ratified unless rejected by a 66 2/3% in interest vote of Unit Owners, or Unit Owners in the Class, as the case may be, whether or not a quorum is present. Within 30 days after the Board's adoption of any proposed budget or amended budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budgets not less than 10 nor more than 30 days after mailing of the summary. In the event any proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until the Unit owners ratify a subsequent budget proposed by the Board of Directors.

The Board of Directors shall have the power to expend funds and incur expenses out of the reserves even if not set forth in the budget but if such reserve expenditures may be reasonably anticipated to cause the aggregate amount of all such expenditures to exceed 10% of the budget including the use of reserves shall require budget ratification by the Unit Owners as set forth above.

At the end of a fiscal year, any surplus funds of the Association remaining after payment of or provision for all Common Charges of each Class and any prepayment of reserves for future Common Charges shall be applied to the reserve fund, or shall be credited to each Unit Owner in proportion to their respective Common Charges for that Class to reduce the next installments due from Unit Owners, or shall be paid or credited to Unit Owners, as determined by the Board of Directors in its discretion.

ARTICLE 7. MAINTENANCE AND USE

§7.1 General Maintenance Responsibilities.

The Units and Common Elements shall generally be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Sections 1603-107(a) and 1603-115 of the Condominium Act, except as otherwise set forth herein.

Except for damage or destruction (generally involving property insurance claims), the responsibility for maintenance, repair and replacement of portions of the Property depends on whether the property is part of a Unit, a Common Element or a Limited Common Element. Who determines whether maintenance,

repair or replacement is to be done, who oversees the actual work and who pays for it are separate questions answered in this Article.

§7.2 Maintenance of Common Elements.

Generally, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, sewer, stormwater and drainage system, snowplowing, interior pathways, roadways and parking areas that are Common Elements or Limited Common Elements and area lighting, all as determined by the Board of Directors.

§7.3 Maintenance of Windows, Doors, and other Limited Common Elements.

Generally, the Association shall maintain, repair and replace the Limited Common Elements, with the following exceptions:

Ordinary Cleaning, Maintenance, and Repair. Each Unit Owner shall be responsible for providing the ordinary cleaning, maintenance and repair of individual Limited Common Element windows, doors, sliding patio doors, screens, storm windows and storm doors, skylights, and their components consisting of window and door locks, glass, slides, hinges, tracks, knobs, automatic openers, flashing and hardware, together with the painting of the interior surfaces of the exterior windows and doors, the washing of interior and exterior glass surfaces, repair of broken windows and screens, and the removal of debris, snow and ice from Limited Common Elements appurtenant to the Unit, maintaining the sewer line leading from the Unit to the point where it connects to the common line, but the Association may elect to provide ordinary maintenance and repair services for such components, assessing Units using those services as a Special Charge.

Other maintenance. Except for ordinary cleaning and maintenance, the Association shall be responsible for the painting and maintenance of the exterior finishes of windows, exterior doors, gutters, downspouts, exterior door caulking, and chimney flashing, and the replacement of exterior windows and doors, including the entire window and door assemblies. The Association may assess the costs of maintenance, repair and replacement of the windows, exterior doors, decks, and other services or maintenance applicable to the particular Unit(s) to which they are appurtenant as a Special Charge if the item giving rise to the expense shall be disproportionately for the benefit of such Unit(s) only, as may be determined from time to time by the Board of Directors in its discretion.

§7.4 Unit Maintenance/Repair Responsibility.

Each Unit Owner shall keep and maintain his or her Unit and its equipment, appliances, and appurtenances in good order, condition and repair and in a neat, clean, safe and sanitary condition in compliance with building and life safety codes, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall replace light bulbs for lights attached to the exterior walls of the Unit which are controlled from inside the Units, the doorbells, and the vents and ducts which serve their Unit exclusively. All vents and ducts must exhaust directly into the open air and not into the attic areas.

Each Unit Owner shall do all redecorating, painting and varnishing of the Unit interior which at any time may be necessary to maintain the good appearance and condition of such Unit.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses and to install and maintain smoke-carbon monoxide detectors and other life safety devices. Owners shall maintain and repair exterior water spigots. Unit owners shall be strictly liable for any water damage to the Common Elements or to another Unit resulting from the failure of their water heaters, washing machine hoses, exterior water spigots, and accessories without impairing the Association's insurance coverage.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of any insurance deductible, if any (or such other amount established by the Rules and Regulations), with respect to the Unit, and (ii) for uninsured damage to his or her Unit or to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Unit Owner.

§7.5 Liability of Owner for Damage.

Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit for all costs of maintaining, repairing or replacing any portion of such Owner's Unit, any other Unit or of the Common Elements, including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's acts, omissions, failure to repair, or carelessness misconduct of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate as a Special Charge against that Unit. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

§7.6 Use and Occupancy Restrictions within Units.

Each Unit and its associated Limited Common Elements shall be occupied and used subject to the following restrictions:

(a) General Use. Residential Class Units shall be used only for residential uses. Home offices resulting in no additional parking usage and no discernable increase in foot traffic are considered residential uses. The Commercial Unit in Building B shall not be used for transient or long-term residential purposes. Building A shall be restricted to commercial and business uses allowed under the City of Portland Land Use Ordinance.

(b) Insurance. No activities shall be carried on or materials used or kept in any Unit or in any of the Common Elements that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would violate any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(c) Nuisance/Hazard/Illegal uses. No Unit or Limited Common Element shall be used to create a nuisance, hazard or unreasonable interference with the peaceful enjoyment of any other Unit or the Common Elements or to carry on any illegal activities.

No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or

the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

No illegal, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning and life safety ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(d) Pets and Animals. Except for household pets permitted below, the maintenance, keeping, boarding and raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a Unit, subject to such additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors, and to local and state ordinance, statutes and regulations, and ordinances. In any event, all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors.

No dogs shall be permitted outside of a Unit except on a leash directly attended by a responsible person. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time.

In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety and quiet enjoyment of the Property notwithstanding prior notices thereof, to the Unit Owner, upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(e) Fire Safety and Noise Control. No person shall impair or remove or alter any acoustical, sound-deadening, or fire-resistant material or smoke detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities after securing proper written permission from the Board of Directors.

(f) Trash. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors and in compliance with the requirements of the City of Portland. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease, paint, solvents, oil or non-household chemicals other substances which may be identified in the Rules and Regulations into the sewage system or storm drains.

(g) Personal Property. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

(h) Electrical. No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances, including without limitation hot tubs, generators and furnaces and permanently installed space heaters may not be installed in a Unit or Limited Common Elements except with the prior written consent of the Board of Directors.

(i) Governmental Requirements. All Unit Owners, Unit Occupants, their families, guests, and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine and the United States, and all ordinances, rules, and regulations of the City of Portland. A Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for the violation thereof or noncompliance.

(j) Water and Sewer. The sewer system shall be used only for ordinary household purposes.

(k) Heating. Every Unit Owner must at his or her own expense maintain heat at levels sufficient to protect the Common Elements from damage. Further, the heat must be set at a minimum level as set forth in the Rules and Regulations, if any, but in any event not less than 55° F. In the event the Board of Directors or its agents learn that the heat in a Unit is, in its opinion, insufficient, and if the Board of Directors or its agents cause the heat in the Unit to be increased in a good faith attempt to prevent damage to the Unit, other Units or Common Elements, the Unit Owner shall be solely liable for any increase in the utility costs associated with the increased heat. The Board of Directors may adopt Rules and Regulations regarding the installation of auxiliary heating systems and appliances to ensure their proper installation, use, and maintenance.

(m) Water Heaters, Hoses, and Vents. The Board may adopt Rules and Regulations requiring the periodic replacements of or specifying the types of water heaters and washing machine hoses and required maintenance of dryer exhaust vents. No exhaust fans shall be vented directly into the attic areas, and all such fans must vent directly into the open air and meet all standards required by the City of Portland.

§7.7 Use of the Common Elements.

Subject to this Declaration, the Bylaws, or the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) Exterior Alterations. Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, Bylaws, or the Rules and Regulations, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, balconies, patios, steps, signs, canopies, lights, awnings, clotheslines or other structures in the Common Elements, nor (ii) replace exterior windows and doors, nor (iii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iv) materially alter the grading or landscaping, nor (v) do any other thing which affects the appearance from the outside of the buildings or the Common Elements including without limitation the Limited Common Elements. The Board of Directors shall have the authority to adopt Rules and Regulations regarding such matters including without limitation water shut-offs, heating systems and items placed on the interiors of glass windows and doors that are visible from the Common Elements.

(b) Signs. Except for an existing sign on the Property (or a replacement sign of the same general size) advertising commercial uses on the Property, maintained and replaced at the expense of the Commercial Unit owners, no signs of any character shall be erected, posted or displayed from

any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as permitted by the Condominium Documents. Permission to erect "For Rent" signs shall not be unreasonably refused by the Board. The Board of Directors may also erect or authorize directional, speed control, safety, anti-solicitation, and identifying sign(s) listing the name and location of each occupant of the Units.

Pursuant to Section 1603-106(c) of the Maine Condominium Act, the association may not prohibit a unit owner from displaying on that unit owner's unit a sign that supports or opposes a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held.

Pursuant to the Freedom to Fly the Flag Act, Title 4, Chapter 1 of the United States Code, the Association may not restrict or prevent a member of the association from displaying the flag of the United States on residential property within the association with respect to which such member has a separate ownership interest or a right to exclusive possession or use, subject to any reasonable restriction pertaining to the time, place, or manner of displaying the necessary to protect a substantial interest of the association.

(d) Obstruction/Storage. No Unit Owner shall obstruct any of the Common Elements or another Unit's Limited Common Elements, nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors under the Rules and Regulations.

(e) Responsibility. Neither the Board of Directors, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored on the Common Elements or Limited Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or any loss or damage to it, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(f) Satellite Dishes. The installation of any direct broadcast receiving dish antennas, television broadcast antennas and multipoint distribution service antennas ("Dishes") may be placed only in areas in which a Unit Owner has exclusive use, and is further subject to the approval of the Board of Directors and to the following restrictions: (i) Dishes larger than one meter are prohibited; (ii) no more than one Dish per Unit may be installed and it must be located so that it is as minimally visible as possible from any portion of the Condominium's access road; (iii) Dishes may only be installed as high as necessary for reception of an acceptable quality signal; (iv) Dishes must be secured so as not to jeopardize the safety of any structure or person; (iv) the Unit Owner, and any tenant thereof, shall be responsible for any damages incurred by the Association and/or any person injured by the installation, maintenance or use of a Dish; (v) no Dish shall be permitted to become a safety hazard or otherwise fall into a state of disrepair; (vii) the Unit Owner shall be responsible for antenna repainting or replacement upon the deterioration of the exterior surface of the antenna; (vii) the installation of Dishes shall comply with all applicable federal, state and local laws and regulations and shall be installed in compliance with the instructions of the manufacturer; (viii) The antenna shall not obstruct access to or exit from any Unit, walkway or any other area necessary for the safe use and occupancy of the Units; (ix) upon request of the Board at any time a Dish shall be painted in a color requested by the Board.; (x) no Dish may be installed unless first approved by the

Board based on plans submitted by the Owner and the Unit Owner must be and must remain current with respect to any fees, dues or other expenses owed by the Unit Owner to the Association; (xi) all costs of installation, maintenance, removal and any other expense of any nature relating thereto shall be the sole responsibility of the Unit Owner; (xii) the sale of any Unit shall include the Dish unless the Dish is removed prior to the sale of the Unit and the property restored to its original condition which condition may be disclosed in the Resale Certificate. If any of the preceding provisions are deemed invalid, the remainder of them shall remain in full force and effect.

§7.8 Parking.

Parking on the Property shall be governed by the applicable terms of the Parking Plan approved by the City of Portland in connection with the site plan/subdivision approval issued on October 25, 2016, which Plan is incorporated herein by reference, as the Parking Plan may be amended from time to time (the "Parking Plan"). Enforcement of the Parking Plan will be the responsibility of the Association.

Each Residential Unit shall be entitled to one parking space on the Property, but not to a particular parking space. Three of these parking spaces shall be open covered spaces underneath the cantilevered second story of Building B, one of which is a designated handicap parking space. The fourth parking space shall also be on the Property subject to the provision below with respect to allocation of the handicapped parking space.

The Declarant shall designate initial Residential parking spaces upon initial sale of each Residential Unit. Parking space assignments may be changed by agreement of the Unit Owners involved by written document, which need not be recorded in the Cumberland County Registry of Deeds.

Parking spaces shall be reallocated by Directors of Residential Units if necessary to accommodate disabled persons under Maine or Federal Fair Housing Acts. If the Residential Directors cannot agree, the manager of the association (or if no manager, the current owner of Unit A) shall decide, and that determination shall be final.

Except for temporary stops, only one parking space per Residential Unit may be occupied on the Property by an owner, guest, invitee or tenant of a Residential Unit between the hours of 8:00 am and 6:00 pm on non-holiday weekdays.

Except for temporary stops, no more than a total of two parking spaces per Residential Unit may be occupied at once on the Property plus the ancillary parking lot licensed by the Association, by an owner, guest, invitee or tenant of a Residential Unit at any time.

In accordance with the Parking Plan, signage will be installed that restricts use of the on-site parking for daytime non-residential use to weekday hours between 8:00 am and 6:00 pm.

Otherwise, spaces for parking may be used on a "first come, first served" basis, except as to the assigned parking space for Residential Units and as the Board of Directors may determine by Rule or as otherwise provided in the Condominium Documents.

Parking spaces shall not be used for the parking or storage of commercial vehicles, trailers, motor homes, vehicles with a gross weight of over 8,000 pounds or boats. All vehicles must be in operable condition and fully licensed and insured for operation on public highways. No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, all-terrain vehicles or other similar vehicles, recreational equipment, trailers, or similar items may be kept or parked or stored on the Property, except as required by law for mobility assistance devices used by persons with disabilities.

No unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times

be kept free of unreasonable accumulations of debris or rubbish of any kind, and no junk or derelict vehicles or another vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs, other than ordinary light maintenance, are not permitted on the exterior areas of the Property. Unit Owners may be required to move vehicles to facilitate snow plowing and maintenance.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to interpret further, regulate, allocate and restrict parking and the use and storage of motor vehicles generally.

§7.9 Leasing & Renting

(a) No Residential Class Unit may be leased or rented for transient purposes, such as through Airbnb or VRBO, and no Unit may be leased for a period of less than six (6) months unless the Board of Directors approves a shorter rental period in its discretion, if it determines that it is necessary to avoid undue hardship unique to that owner and which could not otherwise be remedied, all subject to periodic review by the Board.

No portion of any Residential Class Unit (other than the entire Unit) shall be leased for any period.

The maximum number of occupants per Residential Class Unit, other than short visits to accommodate guests, shall be four (4). All prospective lessees must submit to a criminal records check at the expense of the Unit Owner before the beginning of the lease period. Except by approval of the Board as described below, no person may lease to a tenant or associated occupant who has a criminal history that includes a sex offense, a felony conviction, or a pattern of violent or drug-related activity within the past ten years.

No Residential Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions, which shall automatically be deemed incorporated (whether specifically written in, or not) into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as "Lease"):

- (i) The tenants and all other guests and occupants of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a Unit;
- (ii) The Unit Owner shall comply at the Owner's expense with all life safety requirements for rental properties, including without limitation the installation and maintenance of functional smoke and carbon monoxide detectors;
- (iii) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, guests or other occupants in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner in the event of an uncured default by any tenant, guest or other occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property and without need to give prior notice, may terminate the rights to use of the Common Elements (other than for physical access to the Unit) until all fees and other amounts due to the Association are paid in full; and
- (iv) In the event that the payment of Common Expenses, Limited Common Expenses, Assessments, Service Charges and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit Owner

shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit Owner must state what amounts, if any, which the Unit Owner admits is owed to the Association.

Following the execution of any written lease of a Unit, Each Unit owner of a Unit shall promptly forward a true copy of it to the management company for the Association.

The preceding provisions of this Subsection shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(b) In the event a tenant, guest or other occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules, and Regulations or the Lease and tenancy, then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property.

If such violation(s) is(are) not remedied within said period if applicable, then the Unit Owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, guests or other occupants of the Unit on account of such violation(s). In the event the Unit Owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit Owners and at the Unit Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

§7.10 No Liability of Association.

The Association shall not be liable for the failure of water supply, sewage disposal and stormwater systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the Common Charge or Special Charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements, from within the Unit, or from another Unit or from any roof, wire, pipe, drain, conduit, appliance, fixture or equipment, even if due to the alleged fault or negligence of the Association, provided that this shall not impair the scope of any insurance coverage provided by the Association.

The Association shall not be liable to the Unit Owner for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or any of the Common Elements even if due to the alleged fault or negligence of the Association.

No reduction, set-off, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or

from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 8. EASEMENTS

§8.1 Utilities, Pipes, Conduits. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all, pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his or her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses, and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§8.2 Access. Subject to the terms of this Declaration, the Bylaws, and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his or her Unit. In the event that a Unit is not in good standing in the payment of all amounts due to the Association and in the performance of other obligations under this Declaration, then the rights to use all or any portion of the Common Elements, may be suspended and services may be withheld in accordance with Rules and Regulations adopted by the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

§8.3 Association Access to Units. Upon such notice as may be reasonable at the time, the Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

Keys to locked entry doors to every Residential Unit, and any other locked door within the Unit where integral utility or other Common Element or Limited Common Element systems are housed, shall be provided to the Association in order to allow access by the Association and under the direct supervision of the Association's management company as may be authorized by the Board of Directors. If such keys are not provided, the Association and its agents shall have no liability for any damage to doors and windows created by gaining entry into a Unit in the event there is a reasonable belief that circumstances exist for which entry is authorized.

§8.4 Support and Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any Building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. If a Building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant to it shall exist.

§8.5 Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit(s):

- a. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, data, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.
- b. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided, however, that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, shall not adversely affect either the thermal, fire safety or acoustical character of the Building or impair or structurally weaken the Building.
- c. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheetrock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided, however, that any such action will not unreasonably interfere with the common use of any part of the Common Elements or any other Unit, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 9. RIGHTS OF MORTGAGE LENDERS ON UNITS

§9.1 Right to Mortgage.

Each Unit Owner shall have the right to mortgage or encumber his or her respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his or her Unit.

§9.2 Identification of Mortgagee.

Upon request of the Board of Directors, each Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her Mortgagee(s).

§9.3 Mortgage Foreclosure and Dispositions.

Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure, a deed in lieu of foreclosure or similar action, shall, to the extent required under the Condominium Act, take title to the Unit, free of any claims for Common Charges or Special Charges accruing prior to the acquisition of title.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances, or to dispose or lease a Unit so acquired.

§9.4 Eligible Mortgage Holder.

An "Eligible Mortgage Holder" is the holder of record of a recorded first Mortgage encumbering a Unit which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt for it, stating: (a) the name and mailing address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, (4) containing a statement that such Mortgage is a recorded first mortgage and words stating a general intent that it be considered an eligible mortgage holder, whether or not those exact words are used. The Secretary or manager of the Association shall maintain such information.

An Eligible Mortgage Holder shall have the rights to notice of certain proposed actions by the Association, including voting rights in certain cases, all as set out in Section 1603-119 (b) (c), and (d) of the Maine Condominium Act, as the same may be amended in the future.

Failure of an Eligible Mortgage Holder to respond within 30 days to a notice sent to the last known address provided by the Eligible Mortgage Holder to the Association, shall be deemed to be a waiver of rights by the Eligible Mortgage Holder.

At the time this Declaration is recorded, Eligible Mortgage Holders are rare. If the Association receives notice of an Eligible Mortgage Holder, it must examine Section 1603-119 to determine Eligible Mortgage Holder rights in particular instances.

ARTICLE 10. INSURANCE

§10.1 General.

Except as provided in Section 10.3-A, below, the Association shall obtain and maintain the policies of insurance described below to the extent such policies shall be reasonably available as determined by the Board of Directors. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders, if any. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain such comparable insurance as may be reasonably available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage

Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§10.2 Property and Casualty Insurance Coverage, Deductible and Exclusions.

The Association shall obtain and maintain in effect a broad “special form” fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, subject to the exclusions and limitations as may be set forth in such policies, issued by an insurance company authorized to do business in the State of Maine, insuring the entire Property including the Common Elements, the Limited Common Elements, the Units (except for the Unit constituting Building A, if that Owner so elects), and the fixtures, supplies and common personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear. If a single policy is obtained for property and casualty losses, the premium cost shall be allocated by the insurer providing coverage between Building A and Building B, with Unit Owners in each Building paying the premium as a Special Charge for that Building.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, but subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of \$10,000 or one (1) percent of the policy’s face amount unless approved by a majority vote of the Unit Owners present.

Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall be responsible for the expense of repair of damage to his or her Unit in the amount of the Association’s insurance deductible. The Association shall not be responsible for the costs of repair of uninsured damage to the Unit in the amount of the insurance deductible or due to exclusions and limitations in the Association’s insurance coverage unless otherwise required by the Condominium Act. The Board of Directors in its discretion may allocate responsibility for the insurance deductible among the Common Elements and Unit(s) if multiple portions of the Condominium Property are affected by an insured casualty. In addition anything to the contrary herein notwithstanding, if the Board of Directors determines that the acts or omissions of the owner or occupant of another Unit are responsible for the damage, then the Board may assess such Unit for the deductible after giving the responsible Unit notice and opportunity to be heard.

Such property and casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) “no control,” meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents,

when such act or neglect is not within the control of the Association or the Unit Owners collectively, nor by any failure of the Association or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Association or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be readily obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage, and any individual Unit Owners' policies shall be deemed excess coverage and/or deductible and excluded perils coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 10.3 below; and

(iv) standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Unit owners or any persons acting under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

Subject to the foregoing, the Association's insurance coverage will include betterments and improvements to a Unit installed after the original construction, but Unit Owners who arrange for the newly installed improvements should report betterments and improvements to the Association so that it may maintain adequate insurance and the Board of Directors may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements; provided, that, neither the Association nor its officers, directors, agents, and managers shall have responsibility for ascertaining betterments, upgrades and improvements that have not been properly reported.

§10.3 Casualty Losses, Adjustment, and Payment; Insurance Trustee.

Any loss covered by the insurance policy maintained by the Association shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his or her Unit; if the Unit Owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit Owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees, and other lien holders as their interests may appear. The Board

of Directors shall cause the Association's fidelity insurance coverage is at least equal to one hundred percent (100%) of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements and then to the Units forming a part of the Property. If only Units are affected by the insured casualty or if the insurance proceeds are insufficient to cover all damages to the Units, then the available insurance proceeds shall be divided in proportion to the total loss among the affected Units. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§10.3-A. Building A.

The Owner of the Unit constituting Building A may elect not to be covered under Section 10.2 or Section 10.3, in which case that Owner may carry their own insurance policy covering Building A and neither the Association nor Unit Owners in Building B shall be responsible for any losses resulting from damage to Building A. If the Unit Owner so elects, it will be responsible for paying all insurance premiums for insurance provided under those sections as a Special Charge, and shall not be responsible for the cost of such insurance for Building B, which shall be a Special Charge to the Owners of that Building.

§10.4 Liability Insurance.

The Board of Directors shall obtain and maintain, as a Common Charge, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, if any, and each Unit Owner against any liability to the public or the Unit Owners (and their invitees, agents, and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (iv) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than two million dollars (\$2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§10.5 Additional Required Provisions.

All insurance policies required to be carried by the Association under this Article shall also contain the following provisions or features:

- i. The insurer waives any right to claim by way of subrogation against the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- ii. Each Unit Owner is an insured person under the policy concerning liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;
- iii. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his or her household;
- iv. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- v. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance except concerning any applicable deductible or excluded perils and special coverage limitations.

§10.6 Other Insurance.

The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- (iii) Flood insurance if any or all of the Property is located in a special flood hazard area in an amount equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national flood insurance Administration program. The Board of Directors may elect to purchase additional excess flood insurance coverage;
- (iv) A blanket or master policy shall be obtained which includes a maximum deductible of one percent (1.00%) of the policy face amount but not to exceed \$10,000 unless approved by the Unit Owners; and
- (v) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in amounts as determined by the Board of Directors; and
- (vi) Such other insurance as the Board of Directors may determine, or as may be requested by a majority of the Unit Owners or as may be required by Federal National Mortgage Association guidelines or any similar replacement national secondary mortgage market guidelines (including, without limitation, fidelity bond coverage).

§10.7 Memoranda and Cancellation.

All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel, substantially modify, or refuse to renew such policy or policies until thirty (30) days, and in the case of non-payment ten (10) business days, after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§10.8 Owner's Separate Insurance.

Each Unit Owner in Building B should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability; Each Unit Owner should also consider obtaining at his or her expense coverage for loss of use and/or lost rental income. Provided, however, that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Each Unit Owner in Buildings insured by the Association shall notify the Board of Directors in writing of all betterments, upgrades, and improvements made by the Unit Owner to his or her Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules, and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit.

Neither the Association nor its officers, directors, agents, and managers shall have responsibility for ascertaining whether or not the Unit Owner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

§10.9 Special Canopy and Roof Overhand Insurance.

The Association policy shall cover liability in an amount of not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit (or an amount stated in the Maine Tort Claims Act as the same may be amended from time to time), covering claims for bodily injury, death and property damage and shall name the City of Portland as an additional insured with respect to such coverage, as required in a License Agreement with the City of Portland, recorded May 17, 2017 at Book 34014, Page 268, in the Cumberland County Registry of Deeds.

ARTICLE 11. DAMAGE OR DESTRUCTION

§11.1 Repair.

Any portion of the Property damaged or destroyed by a casualty shall be repaired or replaced promptly by the Association unless:

- i. The Condominium is terminated;
- ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or Limited Common Element which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by insurance shall be a general Common Charge, provided that the owners of the damaged Unit shall be responsible for the costs of the repair of damage to the Unit not covered by the insurance deductible, as set out in Section 11.2, prorated among all damaged Units if multiple Units are damaged, or such other amount established by the Rules, and for the cost of damage which is uninsured due to damage from water leaks and seepage originating from within their Unit or due to failure to maintain heat, and also for the costs of repairing damage to betterments, upgrades or other improvements unless insured under the Association's policy. For improvements in any below-grade areas, such improvements are at the sole risk of the Owner; the Association shall have no responsibility for the maintenance and repair of such improvements or mold, water intrusion or damage to such improvements.

§11.2 Liability of Unit Owner for Deductible Portion of Association's Policy.

Property damage to a Unit shall be paid by the Unit Owner to the extent of the deductible portion of the Association policy. If damage occurs to more than one Unit, the Owners of each damaged Unit shall pay a pro-rated share of the deductible. The amounts due from Unit Owners under this section shall be a lien on the Unit in the same manner as unpaid assessments.

§11.3 Application of Insurance Proceeds.

If the entire Property is not completely repaired or replaced:

- i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and the Limited Common Elements, shall be distributed to such Unit Owners and their mortgagees; and
- iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 12 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests before the reallocation, and the Association shall promptly prepare, execute and record

an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the Unit Owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

§11.4 Utility Services/Limitation of Liability.

Except to the extent otherwise required by law, the Association shall not be liable for the failure of water supply, sewage disposal systems, drainage, electricity, data, telephone, or other services to be obtained by the Association or for injury or damages to persons or property caused by the elements or by the owner of another Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle from another Unit or any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment, even if due to the alleged fault or negligence of the Association, but these provisions shall not limit the liability of another owner or person to the damaged party nor limit the scope of insurance coverage. The Association shall not be liable to the owner of any Unit for loss or damage, by theft or otherwise of property which may be stored upon or in any individual Unit or any of the Common Elements.

No set-off, diminution or abatement of assessments for Common Expenses, Limited Common Expenses, Special Assessments or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 12. TERMINATION OF CONDOMINIUM

§12.1 Termination.

In accordance with the Condominium Act, the Condominium may be terminated in whole or in part with the agreement of the Unit Owners to which at least eighty percent (80%) in interest of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§12.2 Effect of Termination.

Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 13. EMINENT DOMAIN.

The taking of all or a portion of Units or Common Elements by eminent domain is governed by Section 1601-107 of the Maine Condominium Act.

The Association shall consult appropriate legal or other professional advice when facing issues relating to eminent domain.

ARTICLE 14. AMENDMENTS

§14.1. Allowed Amendments.

Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act.

Before the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit Owners under Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, this Declaration and the accompanying Plats and the Plans may be amended as follows:

§14.2 Prohibited Amendments.

Certain provisions in this Declaration and the Bylaws repeat mandatory provisions of the Maine Condominium Act or the Maine Nonprofit Corporation Act. These provisions may not contradict the applicable Act.

Other mandatory provisions of the Maine Condominium Act or the Maine Nonprofit Corporation Act cannot be contradicted by amendments to the Declaration. When in doubt, the Association should in all cases seek the advice of counsel before amending the Declaration or Bylaws.

No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant, its successors or assigns unless the Declarant shall approve such amendment.

No amendment may change the uses to which a Unit may be put without the unanimous consent of the Unit Owners. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all Owners.

§14.3 How Amendments are Proposed.

After the first conveyance of Unit by a Declarant to a third party purchaser, an amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least twenty (20) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed

amendment is to be considered, and such notice shall be given to all Unit Owners, the Declarant, and all Eligible Mortgage Holders, if any.

§14.4 Adoption of Amendments.

Amendments may be adopted in either of two ways, which cannot be combined:

1. By vote at a duly called meeting of Unit Owners, at which the required approval percentage is obtained. At such meeting, the proposed amendment may be modified, but not beyond the scope (germane) of the notice of the meeting. Votes may be cast by duly appointed proxy holders attending the meeting.

2. By written agreement, without a meeting, of Unit Owners holding sixty-seven percent (67%) or more of the total percentage in interest of all votes in the Association. Forms for the agreement must contain the text of the amendment, the date, the signature of an Owner agreeing to the amendment, and deadline date, not exceeding 90 days, beyond which the consent becomes void.

The written agreement can provide that the Board of Directors may make non-substantive changes to the wording of the amendment before recording.

Consent by Eligible Mortgage Holders may be required for certain amendments.

§14.5 Voting or Approval; Percentage Required.

Approval by either written consent or pursuant to a meeting requires the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders, if any, as may be required herein.

In determining the vote required, each unit has the voting power assigned to it under Exhibit B of the Declaration.

§14.6 Recording required to be Effective; Association Officer to Certify and Record Amendments.

Every amendment to the Declaration must be recorded in the Cumberland County Registry of Deeds and is effective only when so recorded. Electronic transmission of the amendment shall be sent to all Unit owners and Eligible Mortgage Holders, and to all mortgagees known to the Board of Directors, but failure to send such notices shall not affect the validity of the amendment. Amendments shall be prepared, executed, Recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

§14.7 Challenge to Amendment

No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 15. GENERAL PROVISIONS

§15.1 Enforcement.

The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under this Declaration, the Bylaws, and the Rules and Regulations, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (d) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding, or the successful defense of a lawsuit brought by an owner against the Association, or disputes over the interpretation of the Condominium Documents, the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum if the Association is the prevailing party.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant to it, shall not constitute a waiver of the right to do so after that.

§15.2 Conflict.

If any provision of this Declaration, the Bylaws, or the Rules and Regulations conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws, and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§15.3 Severability.

The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§15.4 Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived because of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§15.5 Captions.

The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§15.6 Gender and Number.

The use of the singular number in this Declaration shall be deemed to include the plural, the plural shall include the singular, and the use of any one gender shall be deemed applicable to all genders.

§15.7 Power to Interpret.

Any dispute or disagreement with any person concerning interpretation or application of this Declaration or the Bylaws, or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

ARTICLE 16. NOTICES

§16.1 Notices to Unit Owners.

All notices, demands, bills and statements or other communications required by law affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid, or, with the consent of the Unit Owner and as permitted by the applicable Maine statute, sent by electronic means. Regular monthly common dues statements may be electronically mailed and do not need to be sent by United States mail. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and filed with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

§16.2 Notices to The Association

All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt for it, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the Secretary of the Association at the Secretary's address.

§16.1 Notices to Eligible Mortgage Holders.

All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS its hand and seal as of _____, 2018.

19 Ocean Avenue Associates, LLC

Witness

By: _____
_____, its _____

STATE OF MAINE
Cumberland, ss

_____, 2018

Personally appeared the above-named _____ in his/her said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said company, before me,

Name: _____
Maine Attorney at Law/Notary Public

Exhibit A Legal Description

A certain tract or parcel of land located in Portland, Cumberland County, Maine, more particularly bounded and described as follows:

Beginning at an iron pin at the intersection of Ocean Avenue and Hersey Street;

Thence running S 80 58' 42" E by Hersey Street a distance of 126.2 feet to a 1 ½" crushed iron pipe, 1" high, 0.45 feet from the corner;

Thence running N 9 01' 18" E by land now or formerly of Honour D. Mack and David S. Marsden a distance of 90.27 feet to a 5/8" iron rebar with a cap "FOUR POINTS," PLS 2147;

Thence running N 81 15' 02" W by land now or formerly of Thomas Williams, Jr., a distance of 86.00 feet to a held, 1" iron pipe, 8" below grade., 0.13 feet from the corner;

Thence running S 32 44' 18" W by Ocean Avenue a distance of 98.15 feet to the point of beginning.

Subject to, and with the benefit of a license agreement with the City of Portland, recorded in the Cumberland County Registry of Deeds at Book 34104, Page 268, for canopy and roof overhang, for footings, for rights of access and utility and other rights and duties, a copy of which is attached, as the same may be amended from time to time.

Subject to a certain Sidewalk Easement with respect to public pedestrian access for areas of the sidewalk which may encroach on the property between 23 Ocean Avenue Associates, LLC and the City of Portland dated January 1, 2017, and recorded in the Cumberland County Registry of Deeds in Book 34014, Page 265.

Subject to and with the benefit of the matters set forth or referenced in the Final Site/Subdivision Plan for 23 Ocean Avenue approved on October 26, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book 217, Page 187, as the same may be amended from time to time.

Subject to, and with the benefit of a lease agreement for parking, a copy of which is attached hereto. The lease agreement may be renewed, or replaced with another agreement in another place in compliance with requirements of the City of Portland.

Subject to the terms of the Stormwater Drainage System Maintenance Agreement between 23 Ocean Avenue Associates, LLC and the City of Portland dated May 19, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34020, Page 47. For the purposes of this Declaration, the "Owner" shall be deemed to be 19 Ocean Avenue Condominium Association.

Subject to and together with the benefit of the matters set forth or referenced in the
Condominium Plat (to be recorded) ***

Exhibit B Allocated Interests

Common Charges – by Building.

Expenses Relating to maintenance, repair, replacement of a Unit shall be paid by the Unit Owner. Since Unit A includes the entirety of Building A, Unit A pays the entire cost of maintenance, repair, and replacement of Building A.

Expenses associated with Building B in the Condominium, including maintenance, repair, replacement, will be paid by the Unit Owners within that building, allocated according to the following percentages, based on the square footage of each Unit in that building.

Building A

	Square Feet	% Common Charge, Ownership, Voting
Unit A Commercial	?	%

Building B

Unit B Commercial 1,771?

Unit 1 Residential ? ?

Unit 2 Residential ? ?

Unit 3 Residential ? ?

Unit 4 Residential ? ?

_____ ?

_____ 100.00%

Insurance Expenses.

Utility Expenses.

Building Charges

Building Charges for each building, including maintenance, repair, replacement, property insurance allocated to the building and liability insurance allocated to the building will be paid by owners of Units within the Building.

Common Charges: Allocation of Common Charges, Percentage Ownership, and Voting Rights as between Building A and Building B.

Building A	?? square feet	Percentage of Common Charge, ownership, voting
Building B	?? square feet	Percentage of Common Charge, ownership, voting

Exhibit C Reduced size Condominium Plats and Plans

Exhibit D Bylaws