

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 061697

PERMIT ISSUED

This is to certify that CLARK HOUSE MANAGEMENT LLC & AVALLONE LLC d/ahas permission to Legalization of one unit to make 6 dwelling unitsAT 147 PLEASANT AVE

131 E009001

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

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

Notification of inspection must be given and when permission procured before this building or part thereof is altered or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. Johnson

Health Dept. _____

Appeal Board _____

Other _____

Department Name

James Burke 1/27/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD



CITY OF PORTLAND, MAINE
Department of Building Inspection

Certificate of Occupancy

LOCATION

147 PLEASANT AVE

CBL 131 E009001

Issued to

Clark House Management Llc & /n/a

Date of Issue

02/04/2010

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 06-1697, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

Six (6) Residential Units

Use Group: R2

Type: 5B

Limiting Conditions:

This does not certify City of Portland Building Code compliance, this is a legalization of an existing unit, which was inspected for Housing and Fire/Life Safety Codes.

This certificate supersedes
certificate issued

Approved:

(Date)

Inspector

Inspector of Buildings

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

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1697		Issue Date:		CBL: 131 E009001	
Location of Construction: 147 PLEASANT AVE		Owner Name: CLARK HOUSE MANAGEMENT		Owner Address: 2609 TUMWATER LN	
Business Name:		Contractor Name: n/a		Contractor Address: n/a Portland	
Lessee/Buyer's Name		Phone:		Permit Type: Legalization of Non-Conforming Units	
Past Use: Residential 5 unit		Proposed Use: Residential 6 unit legalization of one unit		Zone: R5	
Proposed Project Description: Legalization of one unit to make 6 dwelling units		Permit Fee:		Cost of Work: \$300.00	
		CEO District: 4			
		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>* See Conditions</i>		INSPECTION: Use Group: R2 Type: <i>SB</i> <i>Housing Standards</i>	
		Signature: <i>(K6)</i>		Signature: <i>JMB 1/27/10</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied			
		Signature: _____ Date: _____			
Permit Taken By: dmartin		Date Applied For: 11/21/2006		Zoning Approval	
<ol style="list-style-type: none">This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.Building permits do not include plumbing, septic or electrical work.Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..		Special Zone or Reviews		Zoning Appeal	
		<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan		<input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
		Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ condition</i> Date: <i>11/15/10</i> <i>ABM</i>		Date: _____	
		Historic Preservation		<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABM</i>	
		Date: _____		Date: _____	

PERMIT ISSUED

City of Portland

CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL:
06-1697	11/21/2006	131 E009001

Location of Construction: 147 PLEASANT AVE	Owner Name: CLARK HOUSE MANAGEMENT	Owner Address: 2609 TUMWATER LN	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

Proposed Use: Residential 6 unit legalization of one unit	Proposed Project Description: Legalization of one unit to make 6 dwelling units
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 01/15/2010**Note:** The five legl units were converted to condos permit #01-0325. Certificates of occupancies were issued for units 1-4. The fifth unit will have to have a Certificate of occupancy issued. **Ok to Issue:** ☐

- 1) Once the building permit is issued to legalize the illegal unit and the certificate of occupancy is issued, the legal use of the building will be six residential units.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 01/27/2010**Note:** **Ok to Issue:** ☒

- 1) The certificate of occupancy will not be issued until all the violations have been corrected. Compliance with the violation notice sent previously is required at the date specified and an inspection shall be scheduled with this office.
- 2) This permit recognizes a pre-existing land use and does not require or certify compliance with the City's current building code. The inspection performed will be done pursuant to the City's Minimum Standards for Housing, The Housing Code.
- 3) Separate permits are required for any electrical, plumbing, sprinkler, fire alarm or HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 01/26/2010**Note:** **Ok to Issue:** ☒

- 1) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.
- 2) The entire structure shall comply with NFPA 101 "Existing Apartments" Compliance shall be insured prior to the issuance of a Certificate of Occupancy.
- 3) Installation of a Fire Alarm system requires a Knox Box to be installed per city crdinance
- 4) All smoke detectors and smoke alarms shall be photoelectric. Carbon Monoxide detectors are required in the dwelling units by State law.
- 5) System acceptance and commissioning must be co-ordinated with alarm and suppression system contractors and the Fire Department. Call 874-8703 to schedule.

PERMIT ISSUED

JAN 27 2010

City of Portland

Comments:

1/26/2010-gautreauk: Spoke with property manager and I am waiting for a certification letter for the electrical system. Carbon Monoxide detectors are required in each unit. Fire alarm system tested OK and paperwork has been forwarded to Fire Prevention Bureau. Keith

11/30/2006-amachado: Left message for David Lourie to call. The last legal use we have for these is 5 condominiums. If they were not actually converted to condos, then we need a change of use to convert them back to rental dwelling units. The condo docs were recorded at the registry, so we need documentation that they are no longer recorded as condos.

Location of Construction: 147 PLEASANT AVE	Owner Name: CLARK HOUSE MANAGEMENT	Owner Address: 2609 TUMWATER LN	Phone:
Business Name:	Contractor Name: n/a	Contractor Address: n/a Portland	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Legalization of Non-Conforming Units	

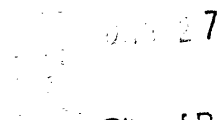
11/30/2006-amachado: Application complete. Gave compliance forms to fire & building. Gave abutters notification sheet to Gayle.

10/25/2007-smh: this permit was attached to permit

6/30/2009-amachado: Spoke to Erin Avallone. Permit #09-0653 has been applied for to add to the existing fire escape to bring it up to code. Erin said that this is the last step in what needs to be done to meet the housing & life safety codes for the legalization of the illegal unit.

1/15/2010-amachado: Received housing sheet from Mike Menario and life safety sheet from Ben Wallace. Both are approved with conditions. Application meets all the zoning requirements.

PERMIT ISSUED



City of Portland



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life • www.portlandmaine.gov

Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator

LEGALIZATION OF NONCONFORMING DWELLING UNITS FOR OFFICE USE ONLY

Address & CBL: 147 Pleasant Ave 131-E-009

Notices to owners of properties situated within 300 feet sent on: gave to Bayle 11/30/06 - mailed 12/4/06

City Housing Ordinance compliance given on: 11/30/06 received: 2/6/07 from Tam M. ^{disapproval}

City NFPA compliance given on: 11/30/06 received: 4/13/07 disapproval from ^{11/14/10 approved with conditions 8/17/09 disapproval - Chris Hecker}

Received any letters within 10 days from notices sent? None received ^{11/14/10 approved with conditions - Ben 8/17/09 still disapproval - Jay C. Gray did inspection - Cap't Graham}

Unit(s) existed prior to April 1, 1995? SIX

Unit(s) shown to be established by different owner? SIX

Site plan included: yes

Floor plans included? yes

Is ZBA action required? _____



CITY OF PORTLAND

NFPA Life & Safety Code - Fire Prevention Code
CITY OF PORTLAND HOUSING CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 147 Pleasant Ave 131-E-009

Owner: Clark House Management^{LLC} (Bryce Avallone)

Address of Owner: 2609 Tumwater Lane
Boulder, CO 80304

Telephone: (303) 440-8726

Contact for inspection
Applicant information if different than above: Erin Avallone 671-8332
876 Broadway, South Portland ME 04106

Current number of legal units: Five (5)

Number of units to be legalized: one (1)
total = six (6)

Comments of approval or disapproval (list any and all conditions):

Pull fire alarm and electrical permits
Label Fire Alarm system

Signature: B. Jankel

Date: 1/14/09 (2010)

given again 2/1/07
given 11/30/06

From: Benjamin Wallace
To: AMACHADO@portlandmaine.gov
Date: 1/15/2010 10:27:44 AM
Subject: Re: 147 Pleasant Avenue

Approved w/ conditions.

Thanks.

Benjamin A. Wallace Jr.
Fire Prevention Officer
Portland Fire Department
380 Congress Street
Portland, Maine 04101
(207)756-8096
wallaceb@portlandmaine.gov
>>> Ann Machado 01/14/10 1:19 PM >>>
Ben -

Thanks for the NFPA Life Safety Code - Fire Prevention Code, Dwelling Unit Compliance sheet for 147 Pleasant Avenue. You put two conditions on the sheet. Are you approving it so the permit can be moved out of zoning and forward in the review process and the conditions have to be met before the Certificate of Occupancy is issued or do you want the legalization permit to sit with zoning until they meet all the conditions? Bottom line, is this approved with conditions or disapproved?

Thanks,

Ann



CITY OF PORTLAND

NFPA LIFE SAFETY CODE – FIRE PREVENTION CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code – Fire Prevention Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 147 Pleasant Ave. 131-E-009

Owner: Clark House Management LLC (Bryce Avallone)

Address of Owner: 2609 Tumwater Lane Telephone: (33) 440-8721
Boulder, CO 80304

Contact for inspections
Applicant information if different than above: Erin Avallone 671-8332
876 Broadway, South Portland, ME 04106

Current number of legal units: five (5)

Number of units to be legalized: one (1)
total six (6)

Comments of approval or (disapproval) (list any and all conditions):

1. Certify Electrical
3. Basement Fire Door
4. Fire Alarm system > 3 stories

Signature: Keith Gauthier Date: 8/7/09

CITY OF PORTLAND
Fire Department
380 Congress Street
Portland, Maine 04101

Fire Inspection Violations

Business 6 UNIT	Location 0147 PLEASANT AVE	Number 68649-0-0	Inspection Type
Owner/Manager CLARK HOUSE MANAGEMENT LLC &	CBL 131 E009001	Inspector KEITH N GAUTREAU Shift: 005 Unit: C4	

	Type	Location	Notification Date	Target Compliance	Actual Compliance
1	OPEN ELECTRICAL JUNCTION BOX	MULTIPLE OPEN JUNCT. BOXES IN BASEMENT	8/12/09	9/2/09	
2	1-HOUR FIRE DOORS ASSEMBLIES REQ	BASEMENT DOOR TOP OF STAIRS	8/12/09	9/2/09	
3	FIRE ALARM SYSTEM REQUIRED	NEED FIRE ALARM > 3 STORIES	8/12/09	9/2/09	

From: Keith Gautreau
To: Ann Machado
Date: 9/18/2009 8:15:50 AM
Subject: Fwd: RE: 147 Pleasant Avenue

Ann,
Just want to keep you updated on 147 Pleasant Ave.
Keith
>>> Keith Gautreau 9/18/2009 8:14:43 AM >>>
OK Erin,
Let me know what works for you at the end of next week so I can reinspect.
Also, at that time I would like to see quotes or even better some type of contract from a Fire Alarm company.
Just as a reminder I am not going to allow legalization of that 4th floor unit until a fire alarm system is in the building.
Good luck and have a great weekend.
Keith

Keith Gautreau, Fire Captain
Fire Prevention Bureau
Portland Fire Department
380 Congress Street
Portland, ME 04101
(207)874-8405
kng@portlandmaine.gov

>>> "Erin S. Avallone" <erinava@maine.rr.com> 9/17/2009 3:54:27 PM >>>
Good afternoon Keith,

I just wanted to let you know that the Fire Door has arrived and will be installed early next week.

I am still waiting on the quote from Seacoast Security.

Thanks,
Erin S. Avallone
ESA Property Management

-----Original Message-----

From: Keith Gautreau [<mailto:KNG@portlandmaine.gov>]
Sent: Tuesday, September 15, 2009 10:28 AM
To: erinava@maine.rr.com
Subject: Re: 147 Pleasant Avenue

Hi Erin,
I am wondering if I can set up a time to come at the end of the week or beginning of next week to check on these items that you submitted for a plan of action.
Let me know what works for you.
Thanks,
Keith

>>> "Erin S. Avallone" <erinava@maine.rr.com> 8/31/2009 9:00:11 PM >>>
Good morning Captain Gautreau,

I am submitting my "Plan of Action" for correcting the Fire Code Violations at 147 Pleasant Avenue.

1) Fire Door with full assembly at the top of basement stairs:
my general contractor has ordered one. It is not a standard size, and he was quoted a 3 week time frame for it to arrive.

2) Electrician is scheduled to address the open junction boxes in the basement. He should complete this by the end of the week.

3) Fire Alarm System: I met with Greg Gladstone from ADT on Friday, August 28th. He is working on a quote. I also have Seacoast Security scheduled for Friday, Sept 4th at 2pm so I can get a second quote.

I am hoping that this satisfies your requirement of submitting a Plan of Action by September 2, 2009.

If there is any additional information that your require, please let me know and I will provide it in a timely manner.

Sincerely,

Erin S. Avallone

ESA Property Management

From: Keith Gautreau
To: Ann Machado
Date: 8/24/2009 11:57:43 AM
Subject: Re: 147 Pleasant Ave. - Legaliztion of Illegal Dwelling Unit

Ann,
I let you know as soon as I get the plan or if the deadline passes and I don't hear from her. This is an important one because they are occupying that illegal unit as we speak and it is not a safe situation.
Thanks for your help.
Keith

>>> Ann Machado 8/17/2009 3:05:10 PM >>>
Keith -

I know that both you and Chris said that the building does not meet the life safety code. I know that you told Erin Avallone that she had until September 2, 2009 to give you a plan of action. Once you receive the plan of action, is there a certain time frame that the work would have to be completed by? Could you let me know if you don't receive the plan of action? We are trying to not let these slip through the cracks.

Thanks, Ann

From: Keith Gautreau
To: Erin S. Avallone
Date: 8/12/2009 2:37:16 PM
Subject: Re: 147 Pleasant Avenue

Erin,

Thanks for the documentation. Chris and I are putting together the paperwork from the inspection today. I will mail you the outstanding violations that we discussed. There are three left from the original nine violations;

1. Certify electrical system (electrician issues a letter, some wiring issues, i.e. open boxes and wires tied together without boxes.
2. Basement fire door at top of stairs (60 min. rated door)
3. Fire alarm system because you are greater than 3 stories residential.

Regards,
Keith

>>> "Erin S. Avallone" <erinava@maine.rr.com> 8/12/2009 1:01:44 PM >>>

Captain Gautreau,

Attached are the Structural Integrity Documents that you wanted for your records. I am also mailing you a hard copy today.

Sincerely,

Erin S. Avallone
ESA Property Management

The message is ready to be sent with the following file or link attachments:

Fire Escape 1

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Keith Gautreau, Fire Captain
Fire Prevention Bureau
Portland Fire Department
380 Congress Street
Portland, ME 04101
(207)874-8405
kng@portlandmaine.gov

ESA Property Management
Erin S. Avallone
Property Manager
207-671-8332
PO Box 2332
South Portland, ME 04116

Ms. Avallone,

This letter and violations are a follow up to our legalization inspection that Chris Hanson and I did on Friday August 7, 2009 at your property located at 147 Pleasant Ave. There are three violations that exist from your original list (see attached) from the inspection from a couple of years ago.

I will give you until September 2, 2009 to submit a plan of action of how you are going to address the outstanding violations. Please forward this plan of action to my attention at Fire Headquarters, 380 Congress Street Portland ME 04101.

Remember I just need a plan of action by this date not the actual violations remedied. If you have any questions feel free to call me.

Regards,
Keith Gautreau
Fire Captain
Portland Fire Department
Fire Prevention Bureau
380 Congress Street
Portland, ME 04101
874-8405



July 17, 2009

Mr. Bryce Avalon
2609 Turnwater Lane
Boulder, CO 80304

C/o Ms. Erin Avalon
P.O. Box 2332
So Portland, ME 04116

Reference:

New Fire Escape Evaluation and Certification Letter
147 Pleasant Ave
Portland, ME 04103
SI Job #09-0031.1

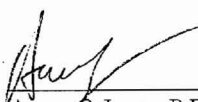
Dear Bryce,

As requested I am writing this memo regarding the fire escape at the above referenced site. The opinions expressed are based on our visual observations during my visit to the site on July 17, 2009 and my knowledge of structures, their components, and the related building codes. No physical testing was performed to determine the adequacy of the complete structural systems. Architectural/life safety conditions are not included in this report. No warranty expressed or implied, as to the condition of the structure, is intended.

After visiting the above referenced site and observing the current condition of the new fire escape extension and existing 3 story fire escape, I certify that the fire escape is in good condition and is structurally sound for use as an emergency exit.

Do not hesitate to call with any question, comments, or if I can be of further assistance.

Sincerely,


Aaron C. Jones, P.E., SECB
President





July 17, 2009

Mr. Bryce Avalon
2609 Turnwater Lane
Boulder, CO 80304

C/o Ms. Erin Avalon
P.O. Box 2332
So Portland, ME 04116

Reference:

New Fire Escape Observation and Visual Weld Inspection
147 Pleasant Ave
Portland, ME 04103
SI Job #09-0031.1

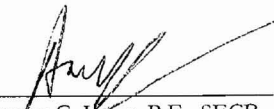
Dear Bryce,

This letter is to confirm that a representative of this office visited the above referenced site on 7/17/09 to observe the installation and perform a visual inspection of the completed welding on the fire escape extension at the above referenced address.

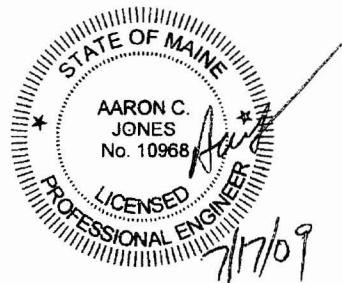
Based on our observations, and photos, we are of the opinion that the anchorage to the wall, steel bolting, and welding has been completed in substantial conformance to the construction documents.

Do not hesitate to call with any questions, comments, or if I can be of further assistance.

Sincerely,



Aaron C. Jones, P.E., SECB
President





CITY OF PORTLAND

NFPA LIFE SAFETY CODE – FIRE PREVENTION CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code – Fire Prevention Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 147 Pleasant Ave. 131 E-009

Owner: Clark House Management LLC (Bryce Avallone)

Address of Owner: 2609 Tumwater Lane
Boulder, CO 80304 Telephone: (303) 440-8721

Contact for inspectors:
Applicant information if different than above: Enn Avallone 671-8332
876 Broadway, South Portland, ME 04106

Current number of legal units: five (5)

Number of units to be legalized: one (1)
total = six (6)

Comments of approval or (disapproval) (list any and all conditions):

See attached Viol. Report

Signature: Jay Kelley Date: 4/13/07

given 2/1/07
simon M. H. H.

CITY OF PORTLAND

Fire Department

380 Congress Street
Portland, Maine 04101

Fire Inspection Violations

Business 6 UNIT	Location 0147 PLEASANT AVE	Number 68649-0-0	Inspection Type FP Correspondence
Owner/Manager Erin Avallone	CBL 131 E009001	Inspector GREGORY E CASS Shift: 999 Unit: C4	

Code	Type	Location	Inspection Date	Target Compliance	Actual Compliance
1 7-1.2	Certify electrical system	All wiring to comply with NFPA 70	2/6/07	3/5/07	
2 ✓ 70-305-3	Discontinue use of Extension cords	Letter from Elect. to be provided. 3rd floor	2/6/07	3/5/07	
3 CHAP. 19	Hazardous areas	Basement to be smokeproof or enclose boiler	2/6/07	3/5/07	
4 19-3.4.1	Fire alarm sys>3 stories or>11 unit	Need Alarm 4 stories A full fire alarm system is required or enclose verticle openings	2/6/07	3/5/07	
5 ✓ 101-7.2.1	Doors to remain closed	Doors to common areas to be self closing	2/6/07	3/5/07	
6 4.5.3 ✓	Means of egress	seperate means of egress second floor stairways	2/6/07	3/5/07	
7 31.5	BUILDING SERVICES	Need cleaning chimney to be cleaned, clean-out to remain closed	2/6/07	3/5/07	
8 101-31.2.4	Two exits each area	3rd floor each sleeping area to have a primar and a secondary means of escape	2/6/07	3/5/07	
9 4.5.2	Appropriateness of safeguards	FIRE ESCAPE 3RD FLOOR. ACCESS SHALL BE ON TO A LANDING	2/6/07	3/5/07	

Needs SMOKE in 3rd floor Bedroom

CITY OF PORTLAND
Fire Department
380 Congress Street
Portland, Maine 04101

Fire Inspection Violations

Business 6 UNIT	Location 0147 PLEASANT AVE	Number 68649-0-0	Inspection Type FP Correspondence
Owner/Manager Erin Avallone	CBL 131 E009001	Inspector GREGORY E CASS Shift: 999 Unit: C4	

	Code	Type	Location	Inspection Date	Target Compliance	Actual Compliance
1	7-1.2	Certify electrical system	All wiring to comply with NFPA 70	2/6/07	3/5/07	
2	70-305-3	Discontinue use of Extension cords	3rd floor	2/6/07	3/5/07	
3	CHAP. 19	Hazardous areas	Basement to be smokeproof or enclose boiler	2/6/07	3/5/07	
4	19-3.4.1	Fire alarm sys>3 stories or>11 unit	A full fire alarm system is required or enclose verticle openings	2/6/07	3/5/07	
5	101-7.2.1	Doors to remain closed	Doors to common areas to be self closing	2/6/07	3/5/07	
6	4.5.3	Means of egress	seperate means of egress second floor stairways	2/6/07	3/5/07	
7	31.5	BUILDING SERVICES	chimney to be cleaned, clean-out to remain closed	2/6/07	3/5/07	
8	101-31.2.4	Two exits each area	3rd floor each sleeping area to have a primar and a secondary means of escape	2/6/07	3/5/07	
9	4.5.2	Appropriateness of safeguards	FIRE ESCAPE 3RD FLOOR. ACCESS SHALL BE ON TO A LANDING	2/6/07	3/5/07	



CITY OF PORTLAND

City of Portland Housing Code
NFPA LIFE SAFETY CODE - FIRE PREVENTION CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the NFPA Life Safety Code - Fire Prevention Code PRIOR to issuing the requested permit.

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Location: 147 Pleasant Ave. 131-E-009

Owner: Clark House Management LLC (Bryce Avalone)

Address of Owner: 2609 Tumwater Lane Boulder, CO 80304 **Telephone:** (33) 440-8721

Contact for inspectors
Applicant information if different than above: Enn Avalone 671-8332
876 Broadway, South Portland, ME 04106

Current number of legal units: five (5)

Number of units to be legalized: one (1)
total = six (6)

Comments of approval or disapproval (list any and all conditions):

1. Secure handrail in basement stairway
2. label meter
3. light in stairway basement

Signature: [Signature] **Date:** 1-14-10



CITY OF PORTLAND

CITY OF PORTLAND HOUSING CODE
DWELLING UNIT COMPLIANCE

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 147 Pleasant Ave 131-E-009

Owner: Clark House Management^{LLC} (Bryce Avallone)

Address of Owner: 2609 Tumwater Lane **Telephone:** (303) 440-8726
Boulder, CO 80304

Contact for inspection
Applicant information if different than above: Erin Avallone 671-8332
876 Broadway, South Portland ME 04106

Current number of legal units: five (5)

Number of units to be legalized: one (1)
total = six (6)

Comments of approval or disapproval (list any and all conditions):

Items 1, 3 and 4 to be completed.

Signature: Cheryl A. M. **Date:** 8/7/09



9

CITY OF PORTLAND

**CITY OF PORTLAND HOUSING CODE
DWELLING UNIT COMPLIANCE**

Section 14-391 of the Land Use Ordinance allows illegal nonconforming dwelling units to become legalized thru a given process. Part of this process is that the dwelling unit(s) that are requested to be legalized must comply or be able to comply with the City of Portland's Housing Code PRIOR to issuing the requested permit.

Please return this form to the Zoning Administrator (Marge Schmuckal) as to compliance or the ability to comply with these codes.

Location: 147 Pleasant Ave 131-E-009

Owner: Clark House Management^{llc} (Bryce Avallone)

Address of Owner: 2609 Tumwater Lane **Telephone:** (303) 440-8726
Boulder, CO 80304

Applicant information if different than above: Erin Avallone 671-8332
876 Broadway, South Portland ME 04106

Current number of legal units: Five (5)

Number of units to be legalized: one (1)
total = six (6)

Tuesday, Feb 6 10 AM
email sent to [unclear]

Comments of approval or disapproval (list any and all conditions):

Call 11/24/07
NZP [unclear]

2/1 ?

Inspection w/ Apr 7 (AS) PFD - ① NEED Basement smoke-proof - penetrations Fire
code 1 - ② sprinklers over Boiler - ③ Fire alarm system (smoke) throughout each unit & common
areas ④ Self Closing doors ⑤ Handrail in rear entrance needs continuity ⑥ Apr #6 Needs emergency egress
Signature: from 1 Bedroom - other Bedroom to be discontinued as Bedroom. Will give plan of correction w/ 30 days
Date: 02/06/07

John M



CITY OF PORTLAND

**APPLICATION FOR
LEGALIZATION OF NONCONFORMING DWELLING UNITS
Section 14-391 – In effect March 24, 2004**

Location/Address of Legalization: 147 Pleasant Avenue		
Tax Assessor's Chart, Block & Lot Chart# 131 Block# E Lot# 009	Owner: Bryce Avallone Address: 2609 Tumwater Lane, Boulder CO 80304	Telephone: 303-4408726
Contact name, address & telephone if different than above: David A. Lourie 189 Spurwink Avenue Cape Elizabeth, ME 04107 799-4922	Cost of Work: \$ <u>N/A</u> Fee: \$ 300.00 \$300 per legalized unit & \$75 per C of O	
Current # of legal D.U. <u>5</u>	Requested # of units To be legalized: <u>1</u>	Total bldg. units: <u>6</u>
Attach evidence that each requested unit to be legalized existed as of 4/1/95: List evidence that you are submitting: <u>Affidavits of Bryce Avallone and Patricia Foley and Assessor's records;</u> <u>Copies of leases; Plans for each of 6 units; Property Plot plan;</u>		
Attach evidence that the current owner/applicant neither constructed nor established the non-conforming dwelling units to be legalized: List evidence that you are submitting: <u>Affidavit of Patricia Foley and Assessor's records.</u>		
<p>I hereby certify that I am the Owner of record of the above property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.</p> <p>Signature of applicant: <u>Bryce Avallone, by David A. Lourie</u> <u>Agent and Attorney</u> Date: <u>11/21/06</u></p> <p>This is NOT a permit, you may not commence ANY work until the permit is issued.</p>		

From: Gayle Guertin
To: Jeanie Bourke
Date: 12/4/2006 11:59:26 AM
Subject: 147 Pleasant Avenue

147 Pleasant Avenue
Owner: Bryce Avallon
CBL: 131 E009

Sent out abutters notice as of 12/04/06

CC: Ann Machado; Gayle Guertin; Marge Schmuckal

David A. Lourie
Attorney at Law
189 Spurwink Avenue
Cape Elizabeth, ME 04107
(207) 799-4922
Fax 799-7865
dalourie@maine.rr.com

November 21, 2006

Marge Schmuckal, Zoning Administrator
City of Portland
389 Congress Street
Portland, Maine 04101

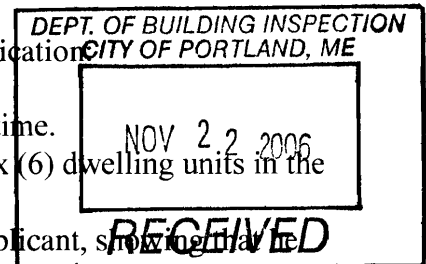
Re: Application for Legalization of Additional Dwelling Unit at 147 Pleasant Avenue

Dear Marge:

I represent Bryce Avallone who owns the above property. I enclosing an Application, \$300 filing fee, and supporting documents showing that the extra Avallone unit qualifies for legalization under §14-391.

I am including the following exhibits in support of the Application:

1. Assessor's records for 1952 - showing five (5) units at that time.
2. Assessor's records for 1989-90 - showing that there were six (6) dwelling units in the building at that time.
3. Affidavit of Bryce Avallone - the current owner and the Applicant, showing that he understood that the property was a legal 5-unit structure (with a 6th unit that had existed for many years), at the time of his 2002 purchase.
4. Affidavit of Patricia Foley. Ms. Foley was the owner of the property from 1980 through 1996. This submission corroborates the Assessor's records showing the existence of a 6th unit from the 1980's.
5. Plan showing the available parking and other features of the Lot prepared for the prior owners in connection with their 6-unit condominium.
6. Plan showing the vertical and horizontal boundaries of the proposed six (6) units prepared for the prior owners in connection with their condominium.
7. Floor plans showing dimensions of each of the six (6) units prepared on behalf of Mr. Avallone for this application. The unit to be legalized is located on two levels, as it includes the former attic.
8. A copy of the 2002 Deed to Mr. Avallone.
9. Copies of six (6) unit leases (in effect at the time of purchase), further corroborating the existence of six units at that time.



The prior owners (James & Monique Walker) filed a condominium declaration in the Registry, and apparently negotiated with your office concerning the status of this property

Marge Schmuckal, Zoning Administrator, City of Portland

Re: Application for Legalization of Additional Dwelling Unit at 147 Pleasant Avenue

November 21, 2006

Page 2

sometime prior to the sale to Mr. Avallone. According to the records in your office, the Walkers apparently agreed to remove the illegal unit and accepted four (4) certificates of occupancy at that time. When I discussed this matter with you some time ago, you had no recollection of this reduction. I assume that this reduction in was temporary, and made as security for the removal of the 6th unit. If so, the device of holding a unit hostage for removal of the illegal unit failed. The extra unit was not removed, and the reduction in authorized units was not disclosed to Mr. Avallone. Fortunately, 14- §391 was enacted in the interim, so there is a way to straighten out the problem.

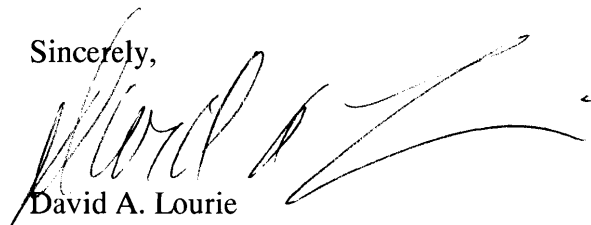
If the 2002 reduction in lawful units is also a problem, we will pay the extra \$75.00 to re-issue the certificate of occupancy for the grandfathered 5th unit when we pay \$75.00 for the 6th unit at the time that the new certificate(s) of occupancy are issued.

The contact person for inspection of the premises is:

Erin Avallone
876 Broadway
South Portland ME 04106
671-8332

Please let me know if you have any questions or need any additional information to process this application.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Lourie", is written over the printed name. The signature is stylized with a large, sweeping initial "D" and "L".

David A. Lourie

cc: Bryce Avallone

GRADE DENOTES QUALITY OF CONSTRUCTION: A—EXCELLENT; B—GOOD; C—AVERAGE; D—CHEAP; E—VERY CHEAP

YEAR 19

EXHIBIT #1

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME

Sub Z Z 10M

RECEIVED

BEING REMODELLED

INTO		APTS.
------	--	-------

FOUNDATION				FLOOR CONST.				PLUMBING			
CONCRETE				WOOD JOIST				BATHROOM			
CONCRETE BLOCK				STEEL JOIST				TOILET ROOM			
BRICK OR STONE				MILL TYPE				WATER CLOSET			
PIERS				REIN. CONCRETE				LAVATORY			
CELLAR AREA FULL				FLOOR FINISH				KITCHEN SINK			
1/4 1/2 3/4					B	1	2	3	STD. WAT. HEAT		
NO. CELLAR				CEMENT					AUTO. WAT. HEAT		
EXTERIOR WALLS				EARTH					ELECT. WAT. SYST.		
CLAPBOARDS				PINE					LAUNDRY TUBS		
WIDE SIDING				HARDWOOD					NO PLUMBING		
DROP SIDING				TERRAZZO							
NO SHEATHING				TILE							
WOOD SHINGLES											
ASBES. SHINGLES											
STUCCO ON FRAME				ATTIC FLR. & STAIRS							
STUCCO ON TILE				INTERIOR FINISH							
BRICK VENEER					B	1	2	3	ELECTRIC		
BRICK ON TILE				PINE					NO LIGHTING		
SOLID BRICK				HARDWOOD					NO. OF ROOMS		
STONE VENEER				PLASTER					BSMT.	2ND	
CONC. OR CIND. BL.				UNFINISHED					1ST	3RD	
				METAL CLG.					OCCUPANCY		
TERRA COTTA									SINGLE FAMILY		
VITROLITE				RECREAT. ROOM					TWO FAMILY		
PLATE GLASS				FINISHED ATTIC FULL					APARTMENT		
INSULATION				FIREPLACE (34)					STORE		
WEATHERSTRIP									THEATRE		
ROOFING				HEATING				HOTEL			
ASPH. SHINGLES				PIPELESS FURNACE					OFFICES		
WOOD SHINGLES				HOT AIR FURNACE					WAREHOUSE		
ASBES. SHINGLES				FORCED AIR FURN.					COMM. GARAGE		
SLATE				STEAM					GAS STATION		
METAL				HOT WAT. OR VAPOR					ECONOMIC CLASS		
COMPOSITION				NO HEATING					OVER BUILT		
ROLL ROOFING				GAS BURNER					UNDER BUILT		
INSULATION				OIL BURNER					DT-7-22-50	AR. C S	
				STOKER					LD. 50	PD. B H	
									MS.	CK. 32	

COMPUTATIONS			
UNIT	1951	1952	
2276 P. F.	12990	12990	
S. F.			
ADDITIONS	+1170	+1170	
BASEMENT			
WALLS			
ROOF	+ 220	+220	
F. ESCAPE	+ 200	+200	
FLOORS			
ATTIC FULL	+1050	+1050	
FINISH			
FIREPLACE	+ 480	+480	
HEATING	+ 310	+310	
PLUMBING	+ 330	+1110 + 330	
TILING		✓ 1950	
W. F.			
TOTAL	16750	19870	
FACT. +10	1300	+1300	
REP. VAL.	18050	21170	

SUMMARY OF BUILDINGS *ECON.*[illegible]

YEAR	1953						1951 TOTAL BLDGS.	7220	4325
TAX VAL.	5075						1951 5075	19	
OLD VAL.	4325						19	19	
CHANGE	+ 750						19	19	

4-8193 ✓ con. 4-5 ap.
 1/4 11-571-3500 - alter tier apt. - plans - 1 heater
 4-8197 - 1029 - FS
 1/4 11-52-721 - replace @ @ x site ✓

GENERAL PROPERTY FACTORS				NEW ACCOUNT		LAND COMPUTATIONS				REVISED		EXEMPT	ASSESSMENT RECORD					
NEIGHBORHOOD I.D.				FTG.	DEPTH	Z or AC	UNIT PRICE	DEPTH FACTOR	ADJ. PRICE	LAND ADJ.	LAND VALUE		ASSESSMENT		INCREASE	DECREASE		
TOPOGRAPHY RATING				SQ. FT.	or ACRES									LAND				
<div> <div>1 GOOD 2 FAIR 3 POOR 4 VERY POOR</div> <div>1 PAVED 2 UNPAVED 3 PROPOSED 4 NONE</div> <div>1 YES 2 NO 1 YES 2 NO</div> </div> <div> <div>1 SIDEWALK 2 ALLEY</div> <div>1 YES 2 NO</div> </div> <div> <div>1 WATER 2 SEWER 3 ELECTRICITY 4 GAS</div> <div>0. NONE 1. PUBLIC 2. PRIVATE</div> </div>				93	154		200	115	230	—	21390			19	21390			
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AFFIDAVIT OF BRYCE AVALLONE

Bryce Avallone, having been duly sworn, states as follows:

1. My name is Bryce Avallone, and I reside in Boulder Colorado.
2. The statements below are true and of my own personal knowledge
3. I purchased property at 147 Pleasant Avenue, Portland, Maine under the name of Clark House Management, LLC and Avallone, LLC on November 12, 2002. The sellers were James and Monique Walker.
4. At the time of purchase, the property contained six (6) apartment units. I have attached copies of leases in effect on or about the date of my purchase.
5. At the time of purchase, the Sellers represented to me that there were five (5) lawful units, and a sixth unit that was unlawful, but had existed for many years.
6. I have continued to operate the property as six (6) rental units at all times since acquiring it.

Dated: 9/25/06

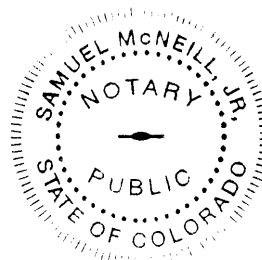
Bryce Avallone

State of Colorado

Personally appeared the above named Bryce Avallone and acknowledged the above to be his free act and deed.

Before me,

Samuel McNeil, Jr.
 Notary Public
 Print name: Samuel McNeil, Jr.



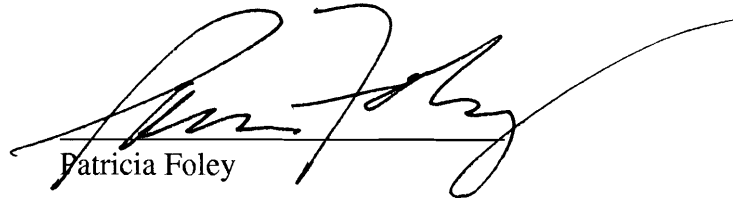
My Comm. Expires February 15, 2011

AFFIDAVIT OF PATRICIA FOLEY

Patricia Foley, having been duly sworn, states as follows:

1. My name is Patricia Foley, and I reside in Hiram, Maine.
2. Sometime in the 1980's , acting as conservator for Marion Burgweger, I purchased a six unit rental property at 147 Pleasant Avenue, Portland, Maine. The seller was a Peter Adams. The real estate agency was Angle Associates.
3. I subsequently acquired the property from Marion Burgweger's estate approximately January 1994.
4. I later sold the subject property, which still had six rental units, to John E. and Monique Walker, then of Pine Street, South Portland, Maine, on March 20, 1996. My agent at the time was Angle Associates; the Walker's agent was Stevens Associates.

Dated: 9-11-06


Patricia Foley

State of Maine
Cumberland, ss

Sept. 11, 2006

Personally appeared the above named Patricia Foley and acknowledged the above to be her free act and deed.

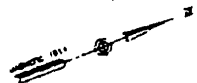
Before me,



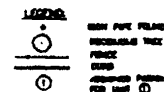
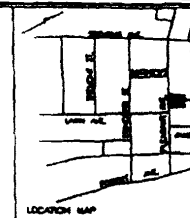
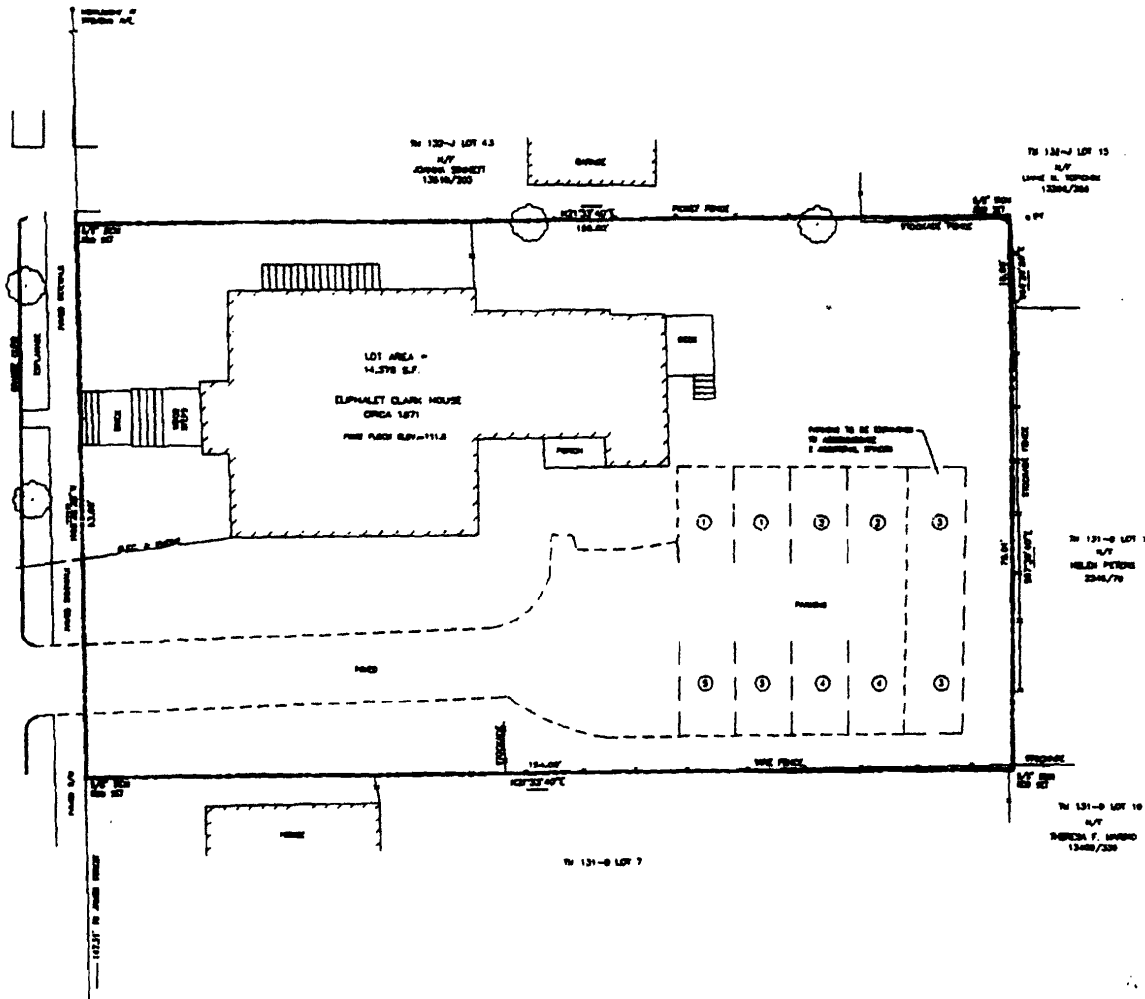
Notary Public/~~Atty at Law~~

Print name: _____

PATRICIA LITSCHER
Notary Public, Maine
My Commission Expires October 20, 2012



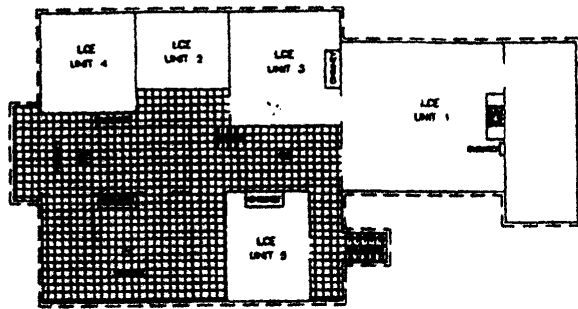
PLEASANT AVENUE
FRONT - FUTURE 66' WIDE



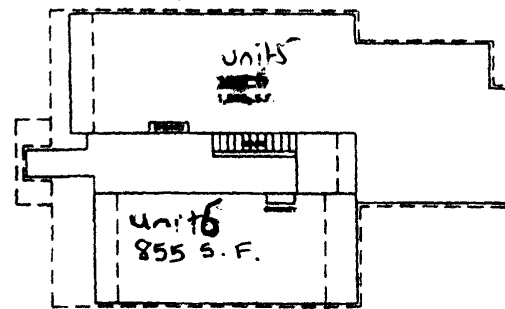
1. OWNER OF RECORD, JAMES E. WALSH, HERMAN E. WALSH, C.C.A.A. 100-12-00 PAGE 100.
2. THE SHOWN PROPERTY BEING 14,276 SQ. FT. AND IS SHOWN AS LOT 1 ON CITY OF PORTLAND MAP 131-100-00.
3. THE SHOWN PROPERTY BEING 14,276 SQ. FT. AND IS SHOWN AS LOT 1 ON CITY OF PORTLAND MAP 131-100-00.

CONDOMINIUM
"ELPHALET CLARK"
 8140 PLEASANT AVENUE, PORT
 JAMES E. WALSH
 100 CLAYTON STREET, PORT
OWEN HASTICK
 14 CLAYTON STREET, PORT
 PORTLAND, ORE 97201

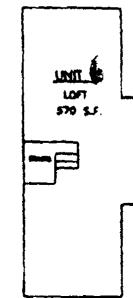
Drawn By	300	DATE	JULY 10, 1991
Check By	237	DATE	7-10-91
Scale	1" = 10'		



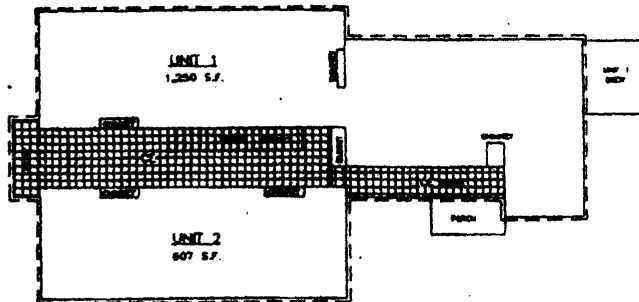
BASEMENT



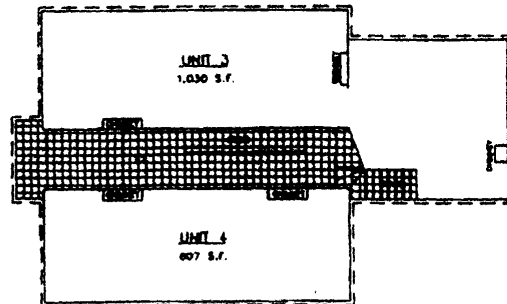
3rd FLOOR



3rd FLOOR-LOFT

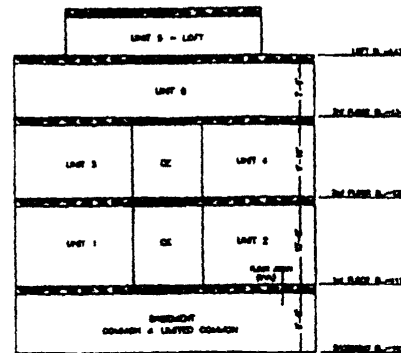


1st FLOOR

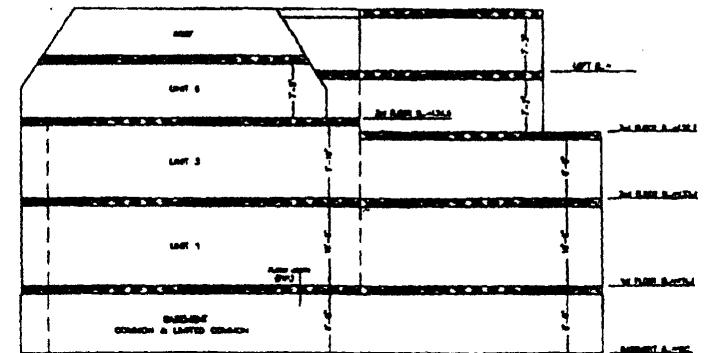


2nd FLOOR

VERTICAL BOUNDARY



FRONT VIEW



SIDE VIEW

VERTICAL BOUNDARY

HORIZONTAL BOUNDARY

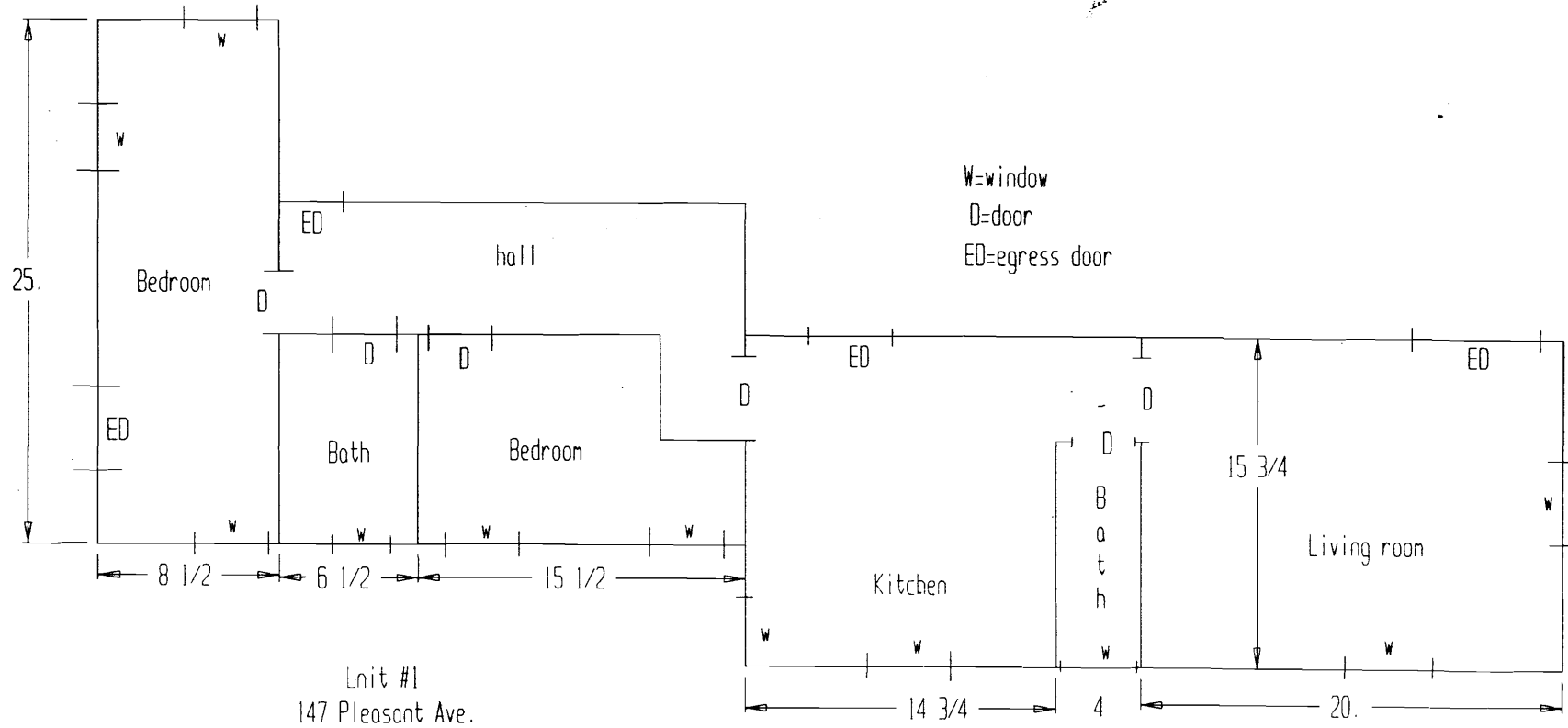
LEGEND
 COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 — UNIT BOUNDARY

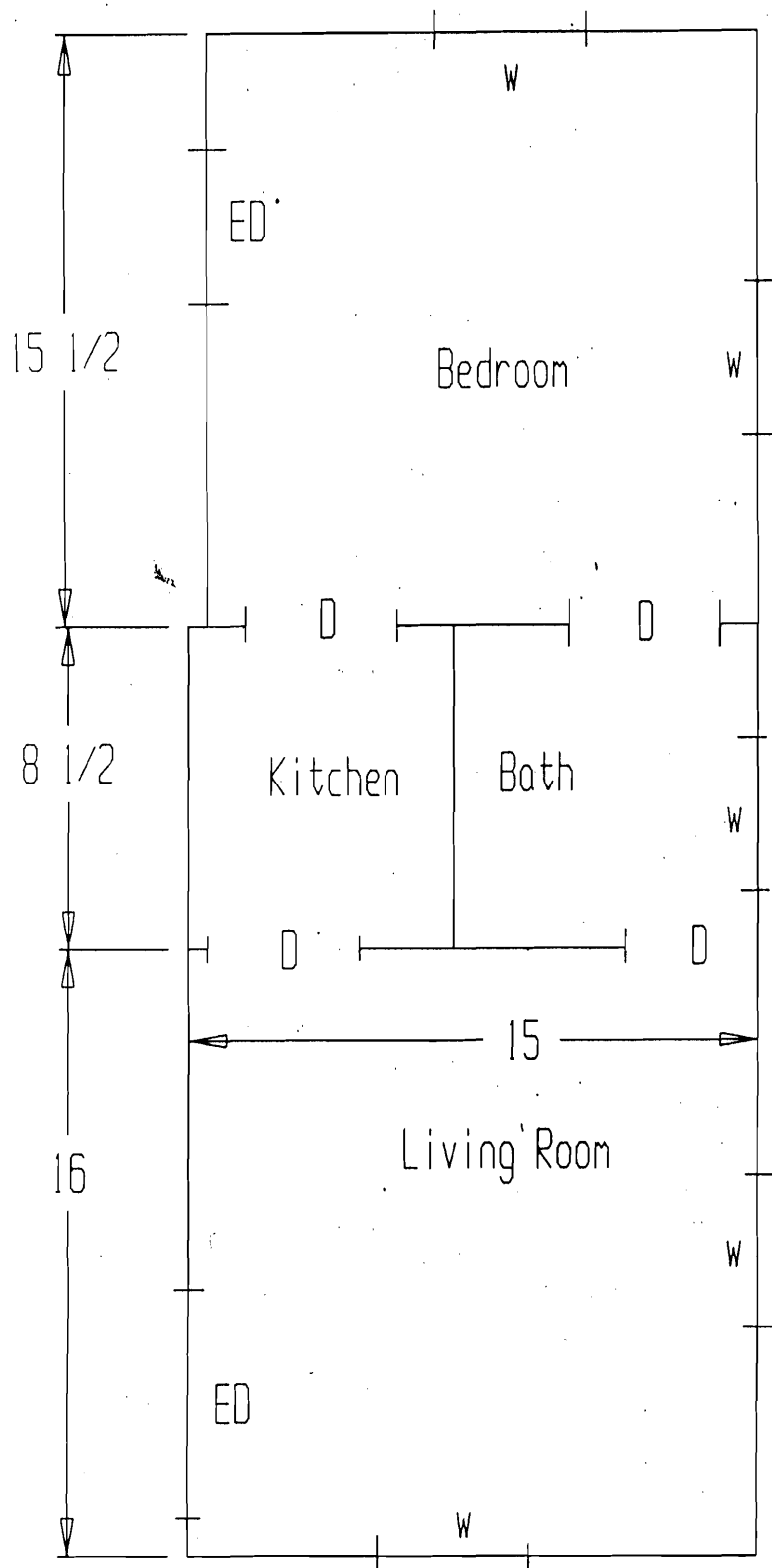
FINDING FLOOR ELEVATIONS SHOWN ARE BASED ON OFFICIAL CITY OF PORTLAND DATA



HORIZONTAL & VERTICAL BOUNDARIES
 "ELIPHALET CLARK HOUSE"
 8148 PLEASANT AVENUE, PORTLAND, ME
 MADE FOR
 JAMES E. WALKER
 162 CLINTON STREET, PORTLAND, ME
 OWEN HASKELL, INC.
 14 CLARK ST., PORTLAND, ME 04101 (207) 779-1100
 PROFESSIONAL LAND SURVEYOR

Drawn By	EC	Date	JUL 11, 2004	Job	200
Checked By	JLW	Scale	1/8" = 1'	Sheet	3
Drawn By	JLW	Scale	1/8" = 1'	Sheet	3
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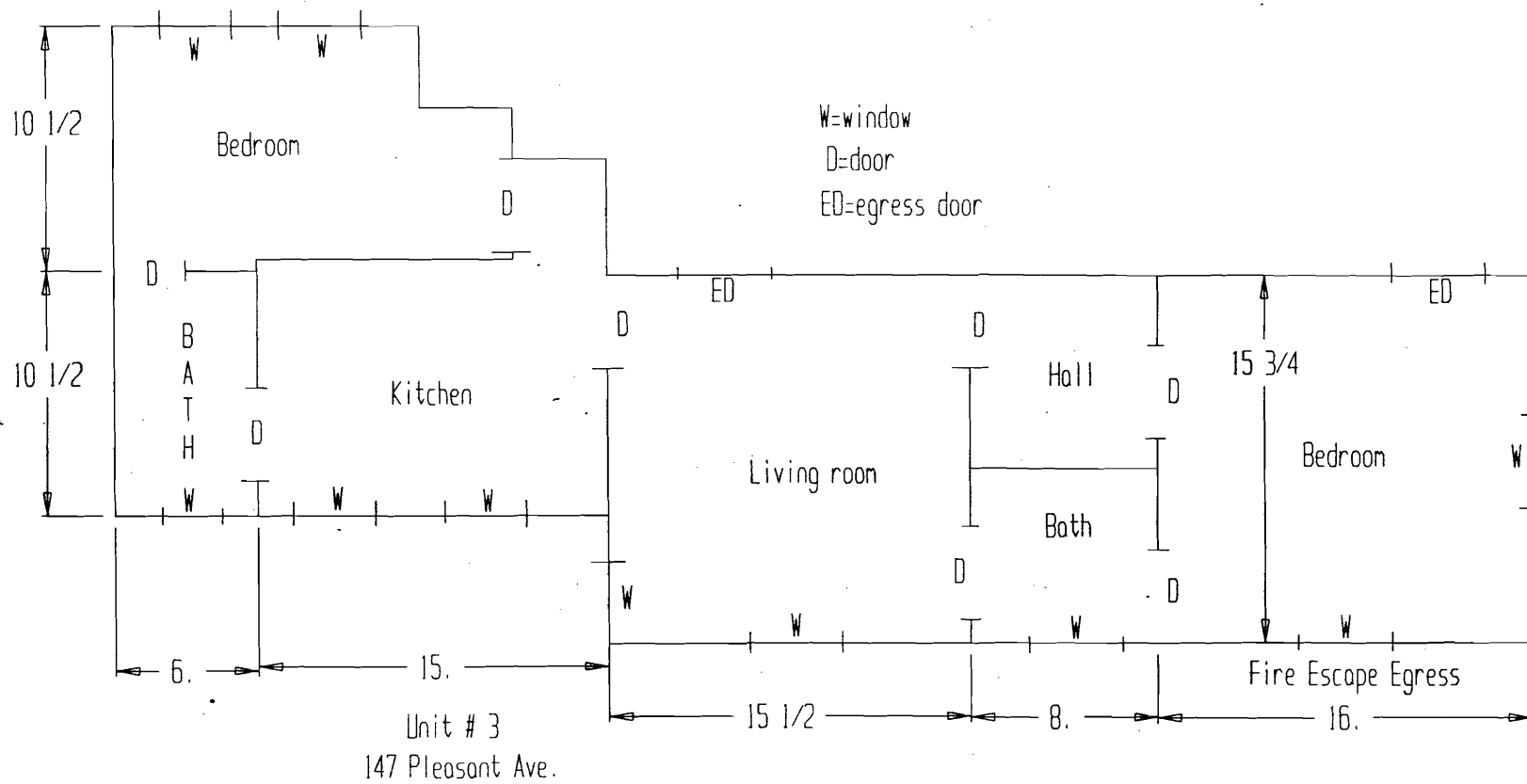
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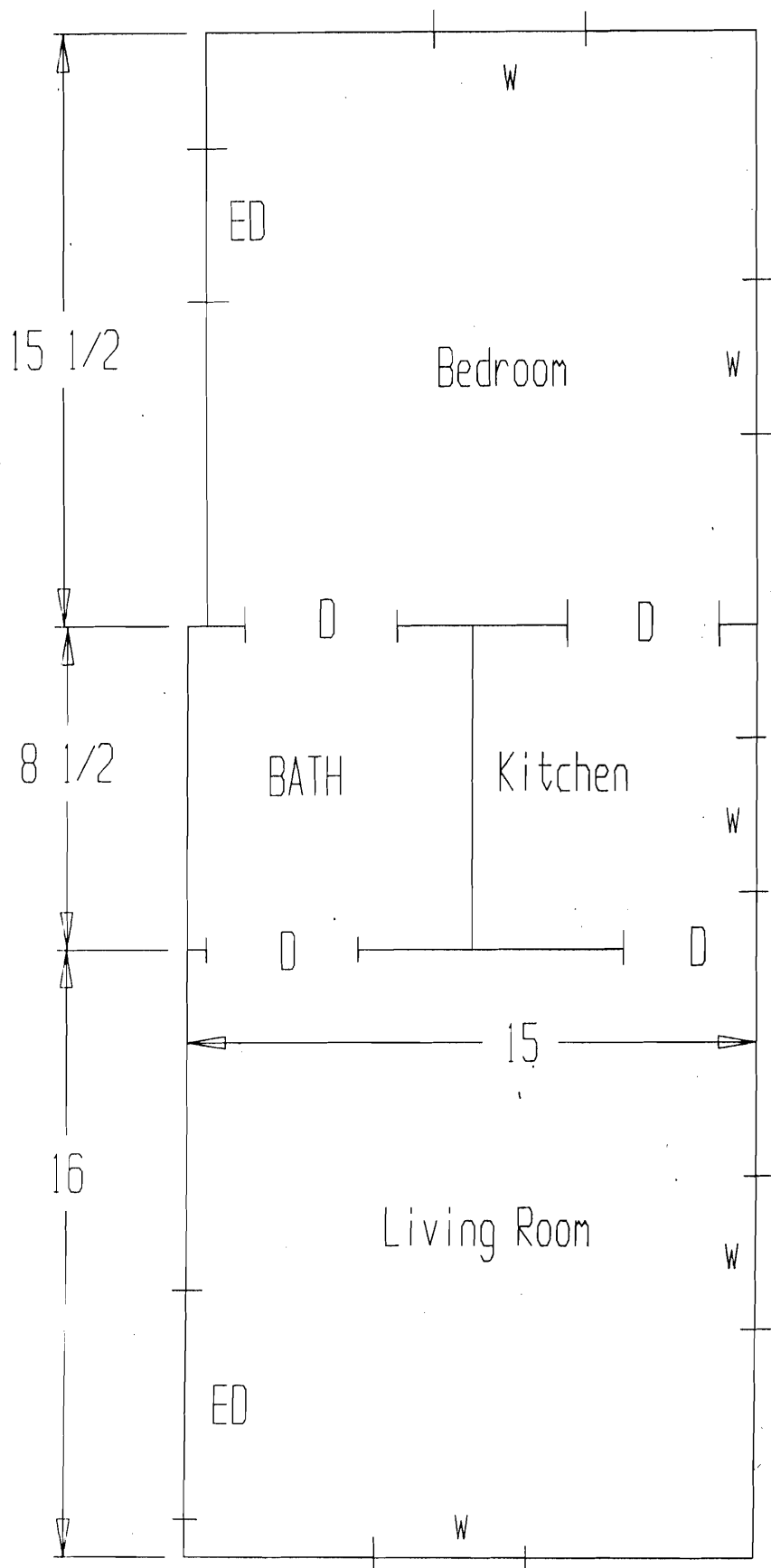
D=door

ED=egress door

UNIT #2

147 Pleasant Ave.





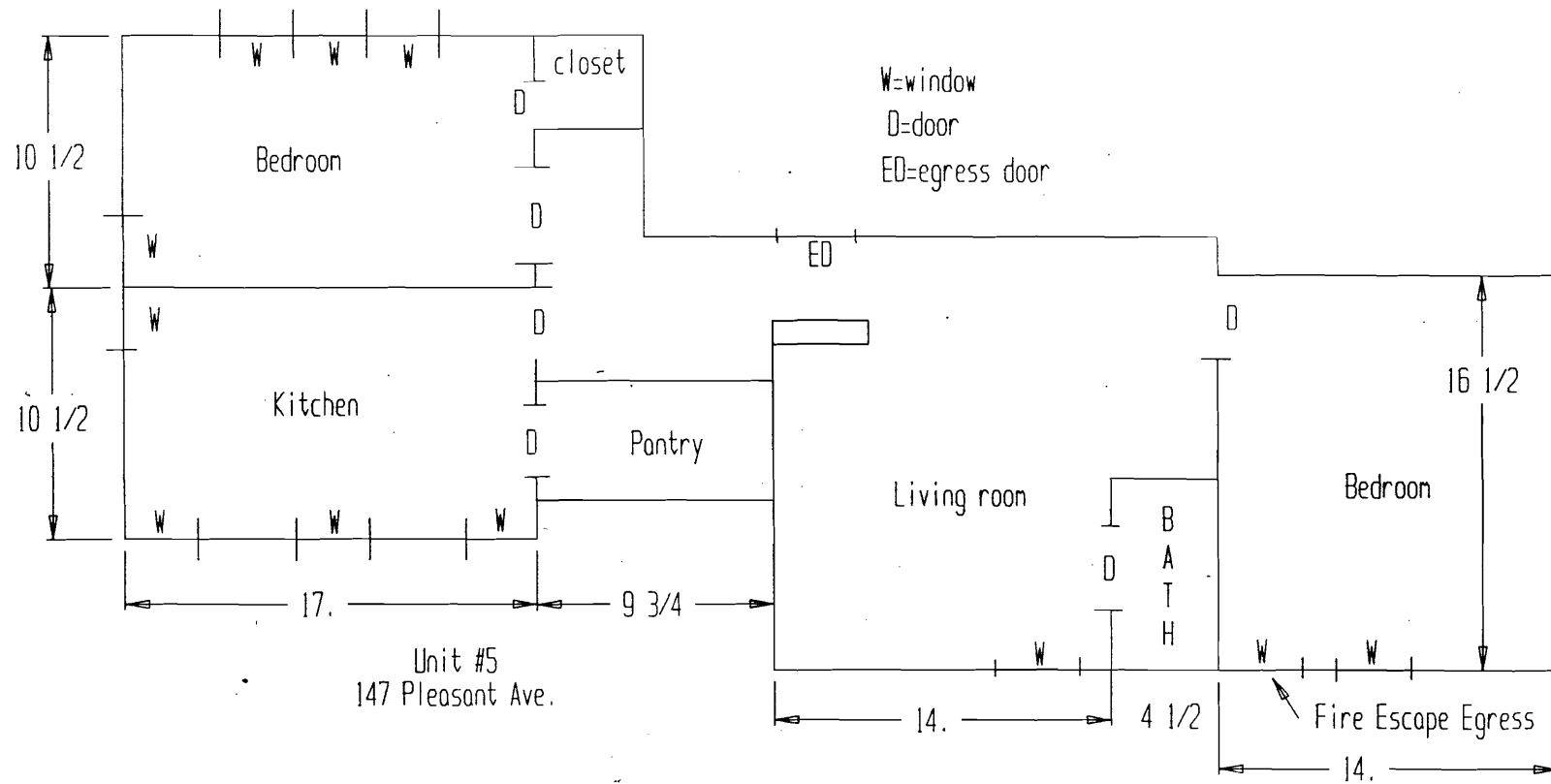
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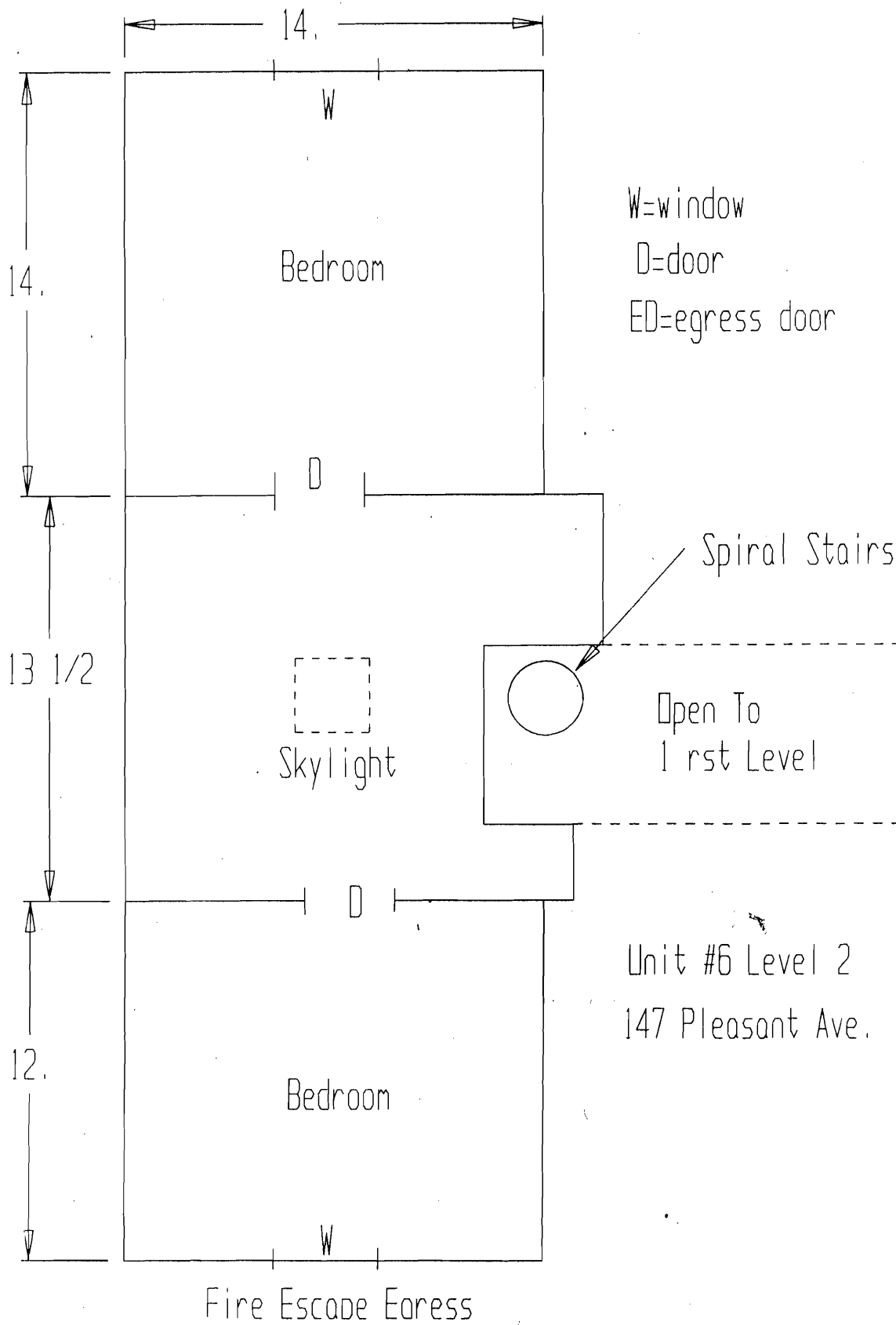
D=door

ED=egress door

UNIT #4

147 Pleasant Ave.

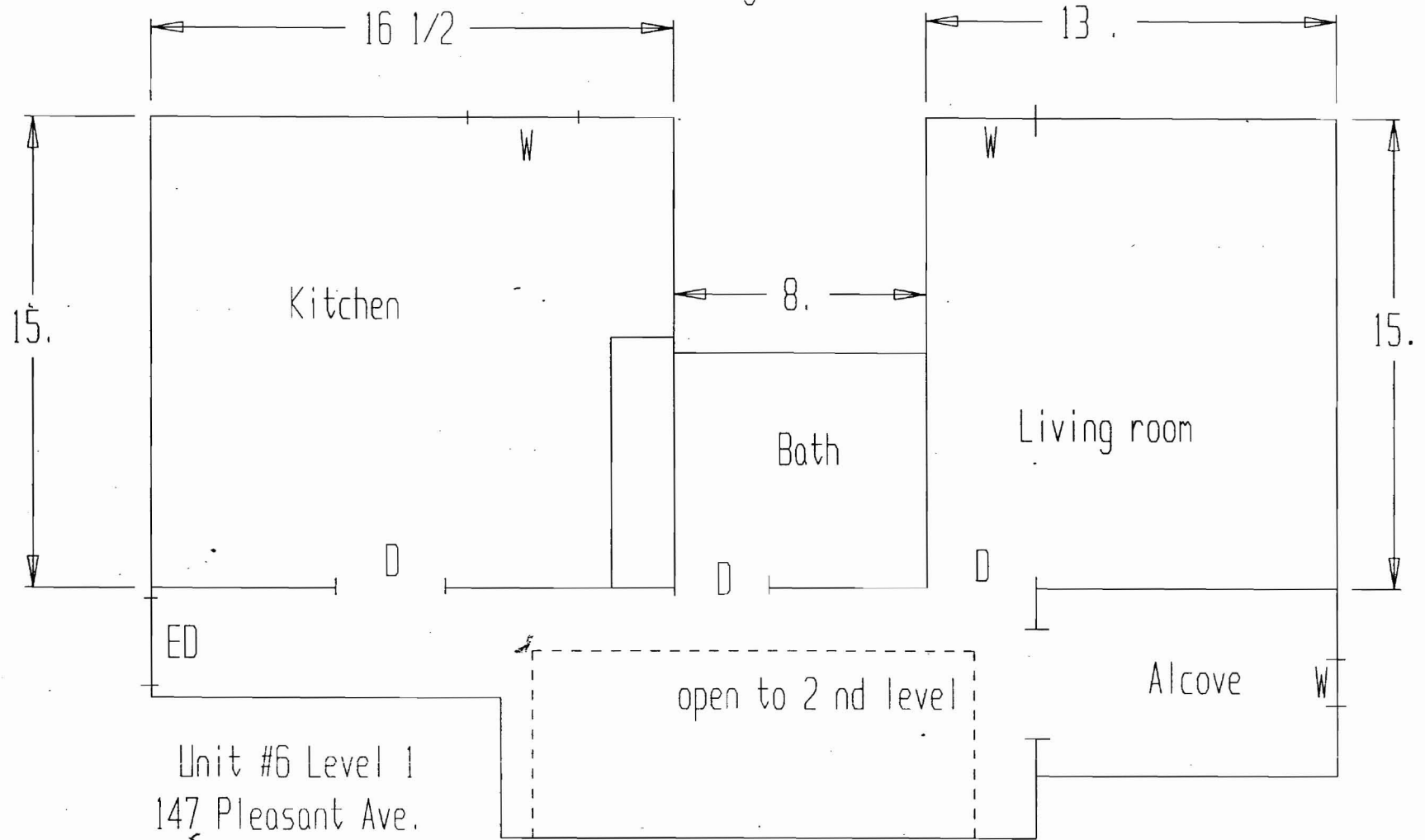




W=window

D=door

ED=egress door



Doc#: 93138 Bk:18375 Pg: 337

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **JAMES E. WALKER** and **MONIQUE E. WALKER**, of Portland, Maine, for consideration paid, grant to **CLARK HOUSE MANAGEMENT, LLC** and **AVALLONE, LLC**, Maine limited liability companies with a mailing address of 2609 Tumwater Lane, Boulder, Colorado 80304, with WARRANTY COVENANTS, the land in Portland, County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land, together with the buildings thereon, located in Portland, County of Cumberland, State of Maine, more particularly described as follows:

Beginning on the northerly side of Pleasant Avenue at the Southeasterly corner of land conveyed to Briceno M. Eastman by Charles B. Dalton, November 19, 1907, by deed recorded in Cumberland County Registry of Deeds, Book 817, Page 24; thence easterly on said Pleasant Avenue ninety-three (93) feet to the westerly side of land sold by Phyllis D. Wilkerson to Albert C. Bailey and Eldina M. Bailey by deed recorded in the Cumberland County Registry of Deeds in Book 2006, Page 348; thence northerly by said Bailey land one hundred fifty-four (154) feet to other land of said Wilkerson; thence westerly ninety-three (93) feet, more or less, to said Eastman land; thence southerly by said Eastman land one hundred fifty-four (154) feet, more or less, to Pleasant Avenue at the point of beginning.

Being the same premises as those conveyed to the Grantor herein by deed of Patricia Foley, dated March 20, 1996 and recorded in Book 12409, Page 156.

IN WITNESS WHEREOF, the said James E. Walker and Monique E. Walker have set their hand this 12 day of November, 2002.

Witness

Witness

James E. Walker

Monique E. Walker

Received
Recorded Register of Deeds
Nov 14:2002 10:46:12A
Cumberland County
John B. O'Brien

STATE OF MAINE
COUNTY OF CUMBERLAND

November 12, 2002

Then personally appeared James E. Walker and Monique E. Walker, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Thomas F. Jewell
Attorney at Law

MAINE REAL ESTATE TAX PAID

LEASE AGREEMENT

THIS AGREEMENT, dated Sept 4, 2002, is by and between James and Monique Walker, "Owner", and Patricia Ray "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 1 Apt. # 1, Portland, ME 04103 under the following terms and conditions:

TERMS OF LEASE

1. **Initial Rental Period.** The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1st day of October 2002 and shall end on the 30th day of September 2002 at noon.

2. **Extended Stay.** If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

3. **T-** Tenant agrees to rent this dwelling for the sum of \$ 1100.00 per month.

4. **RETURNED CHECKS** - If, for any reason, a check used by tenant to pay owner is returned without having been paid, it will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must after secure a cashier's check or money order for payment of rent.

5. **RENT DUE DATE; RENT LATE DATE** - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on or before the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

6. **RENT FEE** - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, it agrees to pay a late fee of \$ _____ (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

7. **DEPOSITS** - Tenant(s) agree to deposit with the Owners the sum \$ 1100.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other owed and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

8. **RENT OR TENANT'S DEPOSIT** - Within 20 days after Tenant has moved out completely, Owners shall provide an accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

9. **OCCUPANTS** - The number of occupants is limited to 3. No one else may live there, even temporarily, without Owners' prior written permission.

10. **NOTIFICATION OF SERIOUS PROBLEMS** - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

11. **TRASH** - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling. Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 2 cars.

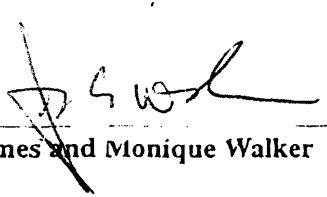
PETS - The tenant may /may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

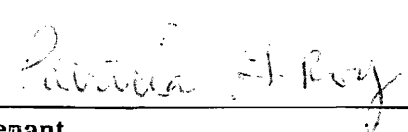
RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.


James and Monique Walker


Tenant

LEASE AGREEMENT

AGREEMENT, dated 11-02, 2002, is by and between James and Monique Walker, "Owner", and Shirley Fawcett "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 1 Apt. # 2, Portland, ME 04103 under the following terms and conditions:

TERMS OF LEASE

- Initial Rental Period.** The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 15th day of November 19~~2002~~²⁰⁰³ and shall end on the 30 day of November 2003 at noon.
- Extended Stay.** If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

Tenant agrees to rent this dwelling for the sum of \$ 750.00 per month.

RETURNED CHECKS - If, for any reason, a check used by tenant to pay owner is returned without having been paid, tenant will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on or before the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

LATE FEE - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, tenant agrees to pay a late fee of \$ _____ (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

DEPOSITS - Tenant(s) agree to deposit with the Owners the sum \$ 750.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other unpaid and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

RENT OR TENANT'S DEPOSIT - Within 20 days after Tenant has moved out completely, Owners shall provide a written accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

OCCUPANTS - The number of occupants is limited to 1. No one else may live there, even temporarily, without Owners' prior written permission.

NOTIFICATION OF SERIOUS PROBLEMS - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

TRASH - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling, Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 1 cars.

PETS - The tenant may 1 dog /may not _____ (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following, pets may live in the residence:

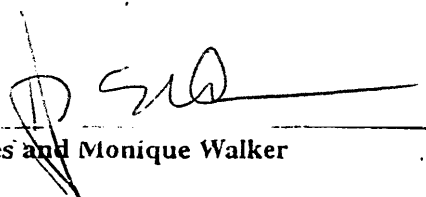
tenant agrees that if dog creates any problems, tenant will
remove dog.

RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.


James and Monique Walker


Tenant

LEASE AGREEMENT

THIS AGREEMENT, dated 21st, 2002, is by and between James and Monique Walker, "Owner", and Katie Manchester "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 2 Apt. # 3, Portland, ME 04103 under the following terms and conditions:

TERMS OF LEASE

1. **Initial Rental Period.** The landlord will rent this residence to the tenant for 6 months. This term shall begin on the 1st day of November 2002 and shall end on the 30th day of April 2003 at noon.

2. **Extended Stay.** If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

3. **Tenant agrees to rent this dwelling for the sum of \$ 950.00 per month.**

4. **RETURNED CHECKS** - If, for any reason, a check used by tenant to pay owner is returned without having been paid, it will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must after secure a cashier's check or money order for payment of rent.

5. **RENT DUE DATE; RENT LATE DATE** - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on or before the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

6. **LATE FEE** - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, it agrees to pay a late fee of \$ _____ (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

7. **SECURITY DEPOSITS** - Tenant(s) agree to deposit with the Owners the sum \$ 950.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other owed and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

8. **RETURN OF TENANT'S DEPOSIT** - Within 20 days after Tenant has moved out completely, Owners shall provide a written accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

9. **OCCUPANTS** - The number of occupants is limited to 1. No one else may live there, even temporarily, without Owners' prior written permission.

10. **NOTIFICATION OF SERIOUS PROBLEMS** - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

11. **TRASH** - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling. Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 1 cars.

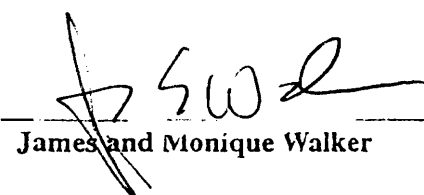
PETS - The tenant may may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.


James and Monique Walker


Tenant

LEASE AGREEMENT

LEASE AGREEMENT, dated August 30, 2002, is by and between James and Monique Walker, "Owner", and AA Amy W 20 "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 2 Apt. # 4, Portland, ME 04103 under the following terms and conditions:

TERMS OF LEASE

Initial Rental Period. The landlord will rent this residence to the tenant for 1 months. This term shall begin on the 1 day of October 19, 2002 and shall end on the 31 day of May 2003 at noon.

Extended Stay. If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

T- Tenant agrees to rent this dwelling for the sum of \$ 725.00 per month.

RETURNED CHECKS - If, for any reason, a check used by tenant to pay owner is returned without having been paid, tenant will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must after secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on or before the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

LATE FEE - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, tenant agrees to pay a late fee of \$ _____ (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

DEPOSITS - Tenant(s) agree to deposit with the Owners the sum \$ 725.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other owed and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

RETURN OF TENANT'S DEPOSIT - Within 20 days after Tenant has moved out completely, Owners shall provide a written accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

OCCUPANTS - The number of occupants is limited to 1. No one else may live there, even temporarily, without Owners' prior written permission.

NOTIFICATION OF SERIOUS PROBLEMS - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

TRASH - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling. Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 1 cars.

PETS - The tenant may /may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following, pets may live in the residence:

RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.


James and Monique Walker


Tenant

LEASE AGREEMENT

THIS AGREEMENT, dated Nov 12, 2002, is by and between James and Monique Walker, "Owner", and Steve Merrill, Jody Cresta "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 3 Apt. # 5, Portland, ME 04103 under the following terms and conditions:

START OF LEASE

Initial Rental Period. The landlord will rent this residence to the tenant for months. This term shall begin on the 12th day of November 2002 and shall end on the 30 day of April 2003 at noon.

Extended Stay. If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

T- Tenant agrees to rent this dwelling for the sum of \$ 850.00 per month.

RETURNED CHECKS - If, for any reason, a check used by tenant to pay owner is returned without having been paid, tenant will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on any of the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

LATE FEE - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, tenant agrees to pay a late fee of \$ 34.00 (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

SECURITY DEPOSITS - Tenant(s) agree to deposit with the Owners the sum \$ 850.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other owed and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

RETURN OF TENANT'S DEPOSIT - Within 20 days after Tenant has moved out completely, Owners shall provide a written accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

OCCUPANTS - The number of occupants is limited to 2. No one else may live there, even temporarily, without Owners' prior written permission.

NOTIFICATION OF SERIOUS PROBLEMS - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

TRASH - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling. Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 2 cars.

PETS - The tenant may ~~/manager~~ (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following, pets may live in the residence:

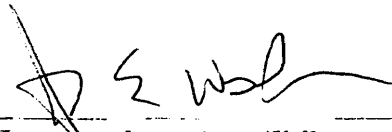
1 indoor cat

RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

CONSEQUENCES - Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.


James and Monique Walker


Tenant

LEASE AGREEMENT

THIS AGREEMENT, dated 10/7/02, is by and between James and Monique Walker, "Owner", and James Gant A. Pizzuto "Tenant", for the rent of the dwelling located at Pleasant Ave., Floor # 3 Apt. # 6, Portland, ME 04103 under the following terms and conditions:

TERMS OF LEASE

- Initial Rental Period.** The landlord will rent this residence to the tenant for 12 months. This term shall begin on the 1 day of November 2002 and shall end on the 30 day of April 2003 at noon.
- Extended Stay.** If the tenant has not moved out of the residence by 12 noon on the day the lease ends and has not signed with the landlord a new lease, then this lease becomes a continuing "tenancy at will" and the tenant will rent from month-to-month. All the terms of this lease will remain in effect, except for terms that are in conflict with a State law regulating a tenancy at will. Either party can stop this month-to-month tenancy by giving to the other party written notice at least 30 days prior to the day the rent is due.

Tenant agrees to rent this dwelling for the sum of \$ 400.00 per month.

RETURNED CHECKS - If, for any reason, a check used by tenant to pay owner is returned without having been paid, tenant will pay a returned check charge of \$25.00. After the second time that a Tenant's check is returned, Tenant must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE - The due date for the rent owing under this Agreement is the 1st day of every calendar month. The late date is five days later. Tenant may pay the rent on or before the due date, or it may be paid on any of the FOUR DAYS following the due date without being late. Tenant's rent is due on the first, so it must be paid on or before the fifth to be "on time."

LATE FEE - Owners expect Tenant to pay the rent promptly. Should exceptional circumstances prevent prompt payment, tenant agrees to pay a late fee of \$ _____ (or 4% of the monthly rent payment). Since determining Owners' actual damages caused by Tenant's late payment would be difficult or impractical, both parties agree to regard the Owners' damages as equal to the amount given here.

DEPOSITS - Tenant(s) agree to deposit with the Owners the sum \$ 400.00, payable before occupying the premises. Owners may withhold from this deposit only what is reasonably necessary to cover the following Tenant defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's departure; and 3) unpaid rent and various other assessed and unpaid charges. No part of these deposits may be applied to the Tenant's last month's rent.

RETURN OF TENANT'S DEPOSIT - Within 20 days after Tenant has moved out completely, Owners shall provide a written accounting of the disposition of the Tenant's deposits, and shall at the same time return all deposits remaining.

OCCUPANTS - The number of occupants is limited to 2. No one else may live there, even temporarily, without Owners' prior written permission.

NOTIFICATION OF SERIOUS PROBLEMS - Tenant agrees to notify the Owners immediately upon first discovering signs of serious building problems such as a leaky roof, a spongy floor, and any other potential problems.

TRASH - The city collects trash every Friday morning. Tenant is responsible for bringing their trash to the street.

trash is not to be left in the hallway for any reason.

DAMAGE - Tenant agrees to pay for repairs of all damage which are caused by Tenant or guest.

ALTERATIONS, DECORATIONS, AND REPAIRS - Except as provided by law, Tenant agrees not to alter or decorate dwelling without first obtaining Owners' written permission. Decorations include painting and wallpapering.

ACCESS - Owners recognize that Tenant has a right to privacy and wish to observe that right scrupulously. At certain times, however, owners may have to gain access to the Tenant's dwelling for purposes of showing it to prospective tenants or for repairs, inspection, or maintenance. When seeking access under ordinary circumstances, Owners will schedule entry between the hours of 8:00 AM and 8:00 PM, Sunday through Saturday, except holidays, and Owners will provide Tenant reasonable notice of twenty-four hours, or less than twenty-four hours notice with Tenant's concurrence. In Emergencies, there will be no notice.

PEACE AND QUIET - Tenant is entitled to the quiet enjoyment of the dwelling, and neighbors are entitled to the same.

TELEPHONE - If and when Tenant installs a telephone in the dwelling. Tenant will furnish Owners with the number within five days.

PARKING - Parking is available in the driveway for 2 cars.

PETS - The tenant may /may not (check one) maintain pets in the residence. If the tenant is allowed to have pets, only the following pets may live in the residence:

RULES AND REGULATIONS - Owners may adopt other rules and regulations outside of this Agreement and notify the Tenant of the changes in writing.

IDENTITY OF MANAGER - The persons who are responsible for managing this dwelling are James and Monique Walker, whose address and telephone number is: 147 Pleasant Ave., Apt. 1, Portland, ME 761-0833.

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ACKNOWLEDGMENT - Tenant hereby acknowledges that she/he has read this agreement, understands it, agrees to it, and has been given a copy.

James and Monique Walker

Tenant

James Elgert

131 E 009

11

147 Pleasant Ave

PLANCHBL

KCOTE

City of Portland, Maine

Department of Planning & Urban Development

04 FEB 91

09:24

INVALID CURSOR POSITION

CBL Listing for Post Cards:

Format - (CCC-1-BB-LLL)

Fill with '*' for all

C - Chart 1 - Chart letter B - Block L - Lot

131--E-009 131--G-003 131--K-021 131--L-007 131--H-005

131--E-007 131--G-004 131--K-002 131--L-019 131--I-008

131--E-003 131--G-005 131--K-002 131--L-022 131--I-001

131--E-001 131--G-006 131--L-003 131--K-005 131--I-002

131--E-010 131--G-007 131--L-001 131--L-023 131--I-003

131--E-005 131--G-008 131--L-004 131--L-020 131--I-007

131--G-001 131--K-001 131--L-008 131--H-009 131--I-005

131--G-002 131--K-002 131--L-006 131--H-010 131--I-004

Continue []

Cancel []

Done []

131 E 009

11

112111-147 Pleasant St

PLANCH

KCOTE

City of Portland, Maine

Department of Planning & Urban Development

04 FEB 91

09:24

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Fill with '*' for all

C - Chart 1 - Chart letter B - Block L - Lot

131--I-006 132--Σ-013 135--C-008 136--A-001 136--B-013

132--J-005 132--Σ-020 135--C-009 136--A-002 136--B-014

132--Σ-008 132--Σ-017 135--C-006 136--A-003 136--B-015

132--Σ-007 132--Σ-018 135--C-007 136--A-007

132--Σ-012 132--Σ-015 135--C-005 136--A-008

132--Σ-009 135--C-014 135--C-003 136--A-005

132--Σ-019 135--C-012 135--C-004 136--A-006

132--Σ-010 135--C-010 135--C-001 136--B-012

Continue ☐

Cancel ☐

Done ☐

**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF 147 PLEASANT AVENUE**

Issues: Bryce Avallone, owner of the property located at 147 Pleasant Avenue, have submitted an application to legalize one existing non-conforming dwelling unit for a total of six dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

Feedback: If you have any objection to the above permit application, you must submit your opposition in writing within ten (10) days of this notice to: City of Portland Zoning Administration City Hall - Room 315 389 Congress Street Portland, Maine 04101

FOR MORE INFORMATION

For more information you may contact Marge Schmuckal, Zoning Administrator, at (207) 874-8695. The office hours are 8:00am to 4:00pm weekdays.

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CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
131 E001001	YATTAW GERALD K & VIVIAN J YATTAW JTS	136 CLINTON ST PORTLAND, ME 04103	136 CLINTON ST	1
131 E003001	LIPPOLD MARK T & PATRICIA A JTS	137 PLEASANT AVE PORTLAND, ME 04103	137 PLEASANT AVE	1
131 E005001	DECOURCEY JOSEPH R KW VET ELIZABETH J JTS	124 CLINTON ST PORTLAND, ME 04103	124 CLINTON ST	1
131 E007001	STAUFFER ERIC P	143 PLEASANT AVE PORTLAND, ME 04103	143 PLEASANT AVE	1
131 E009001	CLARK HOUSE MANAGEMENT AVALLONE LLC	2609 TUMWATER LN BOULDER, CO 80304	147 PLEASANT AVE	6
131 E010001	ALEXANDER ELAINE M	130 CLINTON ST PORTLAND, ME 04103	130 CLINTON ST	1
131 G001001	RUSSELL ROBIN ANNE & JEFFREY P RUSSELL JTS	153 CONCORD ST PORTLAND, ME 04103	153 CONCORD ST	1
131 G002001	O'BRIEN MURROUGH H & JOHANNAH M HART JTS	149 CONCORD ST PORTLAND, ME 04103	149 CONCORD ST	1
131 G003001	PAPPAS ARGYRO C	142 PLEASANT AVE PORTLAND, ME 04103	142 PLEASANT AVE	2
131 G004001	CHRISTIAN JOSEPH & SUSAN CHRISTIAN & ETAL JTS	138 PLEASANT AVE PORTLAND, ME 04103	136 PLEASANT AVE	2
131 G005001	FORSTER WILLIAM H	170 GLENWOOD AVE PORTLAND, ME 04103	170 GLENWOOD AVE	1
131 G008001	CUDDY MICHAEL J & JULIE B	132 PLEASANT AVE PORTLAND, ME 04103	132 PLEASANT AVE	2
131 H005001	WINCELE ELLIOTT & OLIVIA SOLODAR ETAL	113 GLENWOOD AVE PORTLAND, ME 04103	113 GLENWOOD AVE	2
131 H009001	BERRANG NANCY C	135 GLENWOOD AVE PORTLAND, ME 04103	135 GLENWOOD AVE	1
131 H010001	MATTHEWS F JOHN & PAMELA M JTS	27 GARSOE DR PORTLAND, ME 04103	139 GLENWOOD AVE	3
131 I001001	GROSS LAURENCE W & BARBARA E COLBY JTS	PO BOX 10152 PORTLAND, ME 04104	10 AMHERST ST	1
131 I002001	PRUYN MICHAEL F & CHRISTINE S ANGELL JTS	21 BERKELEY ST PORTLAND, ME 04103	21 BERKELEY ST	1
131 I003001	CARRIGAN DAWN L	31 BERKELEY ST PORTLAND, ME 04103	31 BERKELEY ST	1
131 I004001	DILLIHUNT M JEANNETTE & RICHARD C JTS	41 BERKELEY ST PORTLAND, ME 04103	41 BERKELEY ST	1
131 I005001	WEEKS MARY E & WILLIAM W JTS	55 BERKELEY ST PORTLAND, ME 04103	55 BERKELEY ST	1
131 I007001	BUCKINGHAM KAREN M	27 BERKELEY ST PORTLAND, ME 04103	27 BERKELEY ST	1
131 K001001	DONALDSON HERBERT L & EVELYN L JTS	169 GLENWOOD AVE PORTLAND, ME 04103	169 GLENWOOD AVE	3
131 K002001	RASZMANN PETER G	120 PLEASANT AVE PORTLAND, ME 04103	120 PLEASANT AVE	3
131 K021001	SEMPLE CAROL M & HERBERT A JR JTS	177 GLENWOOD AVE PORTLAND, ME 04103	177 GLENWOOD AVE	1
131 L003001	EHRINGHAUS MICHAEL E & CAROLYN EHRINGHAUS JTS	11 JAMES ST PORTLAND, ME 04103	11 JAMES ST	1
131 L004001	FLANAGAN THOMAS S WWII VET	121 PLEASANT AVE PORTLAND, ME 04103	121 PLEASANT AVE	1
131 L005001	LUCAS TINA & DANIEL K JTS	106 CLINTON ST PORTLAND, ME 04103	106 CLINTON ST	1
131 L006001	RODERICK VIRGINIA E WID WWII VET	109 PLEASANT AVE PORTLAND, ME 04103	109 PLEASANT AVE	3
131 L007001	RODERICK VIRGINIA E	109 PLEASANT AVE PORTLAND, ME 04103	107 PLEASANT AVE	3

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
131 L008001	DIMILLO STEVEN A & MARGARET F JTS	113 PLEASANT AVE PORTLAND, ME 04103	113 PLEASANT AVE	1
131 L019001	WYMAN JONATHAN G & JESSICA L ANTHONY JTS	114 CLINTON ST PORTLAND, ME 04103	114 CLINTON ST	1
131 L020001	LOUDEN ROBERT B & TAMA SILVERSTEIN LOUDEN	96 CLINTON ST PORTLAND, ME 04103	96 CLINTON ST	1
131 L022001	O'BRIEN JOY J	110 CLINTON ST PORTLAND, ME 04103	110 CLINTON ST	1
131 L023001	MOULTON LYMAN L JR WWII VET CLAIRE U JTS	102 CLINTON ST PORTLAND, ME 04103	102 CLINTON ST	1
132 J005001	JORDAN CHRISTOPHER J	185 PLEASANT AVE PORTLAND, ME 04101	185 PLEASANT AVE	4
132 J007001	BUTTRICK NORMAN L	168 CLINTON ST PORTLAND, ME 04103	168 CLINTON ST	1
132 J008001	POIRIER MARK S	51 LONGWOOD DR PORTLAND, ME 04102	179 PLEASANT AVE	1
132 J009001	NAJARIAN HAIG H WWII VET & MARY B JTS	173 PLEASANT AVE PORTLAND, ME 04103	173 PLEASANT AVE	1
132 J010001	NELSON RICHARD H	163 PLEASANT AVE PORTLAND, ME 04103	163 PLEASANT AVE	4
132 J012001	PROFENNO ANTHONY C JR & ELLEN E JTS	174 CLINTON ST PORTLAND, ME 04103	174 CLINTON ST	1
132 J013001	SINNETT JOANNA	155 PLEASANT AVE PORTLAND, ME 04103	155 PLEASANT AVE	1
132 J015001	TOPCHIK LIANE M	142 CLINTON ST PORTLAND, ME 04103	142 CLINTON ST	1
132 J017001	SOLOTAIRE PATRICIA & ROBERT E DOUCETTE JTS	152 CLINTON ST PORTLAND, ME 04103	152 CLINTON ST	1
132 J018001	BUTTS DAVID J & JENNIFER L SPORZYNSKI JTS	146 CLINTON ST PORTLAND, ME 04103	146 CLINTON ST	1
132 J019001	MCAFEE ROBERT E & DORIS C	158 CLINTON ST PORTLAND, ME 04103	158 CLINTON ST	1
135 C001001	GLENN SEAN K	130 HARTLEY ST PORTLAND, ME 04103	130 HARTLEY ST	1
135 C003001	HENCKEL PETER N & PAULA M	134 HARTLEY ST PORTLAND, ME 04103	134 HARTLEY ST	1
135 C004001	BARTON WINSTON L & CARMELA G JTS	141 CLINTON ST PORTLAND, ME 04103	141 CLINTON ST	1
135 C005001	SHAMBAUGH BENJAMIN A & SHARI GODDARD SHAMBAUGH	147 CLINTON ST PORTLAND, ME 04103	147 CLINTON ST	1
135 C006001	CALLAHAN JEFFREY M & AMY H CALLAHAN JTS	138 HARTLEY ST PORTLAND, ME 04103	138 HARTLEY ST	3
135 C008001	ABBOTT ALICE L	146 HARTLEY ST PORTLAND, ME 04103	146 HARTLEY ST	1
135 C009001	GREENLAW CHARLES R & JENNIFER T JTS	155 CLINTON ST PORTLAND, ME 04103	155 CLINTON ST	1
135 C012001	LEDUE ARTHUR B KW VET & DORIS G JTS	150 HARTLEY ST PORTLAND, ME 04103	150 HARTLEY ST	1
135 C014001	SHISSLER ELIZABETH & BENJAMIN SHISSLER JTS	161 CLINTON ST PORTLAND, ME 04103	161 CLINTON ST	1
136 A001001	CLINTON 135 LLC	18 COTTAGE LN CAPE ELIZABETH, ME 04107	135 CLINTON ST	2
136 A002001	CLINTON133 LLC	18 COTTAGE LN CAPE ELIZABETH, ME 04107	133 CLINTON ST	2
136 A003001	RODNEY JAMES L	28 JAMES ST PORTLAND, ME 04103	28 JAMES ST	3
136 A005001	GALLANT ROBERT H & JACQUELINE B JTS	114 HARTLEY ST PORTLAND, ME 04103	114 HARTLEY ST	2

12/04/2006

SITE PLAN APPLICATION ID: 1072 147 PLEASANT AVE

11:30 AM

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
136 A006001	ROBERGE GUY R & LYNN U	40 GUNSTOCK RD SCARBOROUGH, ME 04074	122 HARTLEY ST	2
136 A008001	CORBEAU PIERRE J JR	126 HARTLEY ST PORTLAND, ME 04103	126 HARTLEY ST	1
136 B012001	TANGUAY PATRICIA U & PHILIP J JTS	113 CLINTON ST PORTLAND, ME 04103	113 CLINTON ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
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Total Listed: 61

**IMPORTANT NOTICE FROM CITY OF PORTLAND
ZONING DIVISION**

**TO RESIDENTS AND PROPERTY OWNERS
IN THE VICINITY OF**

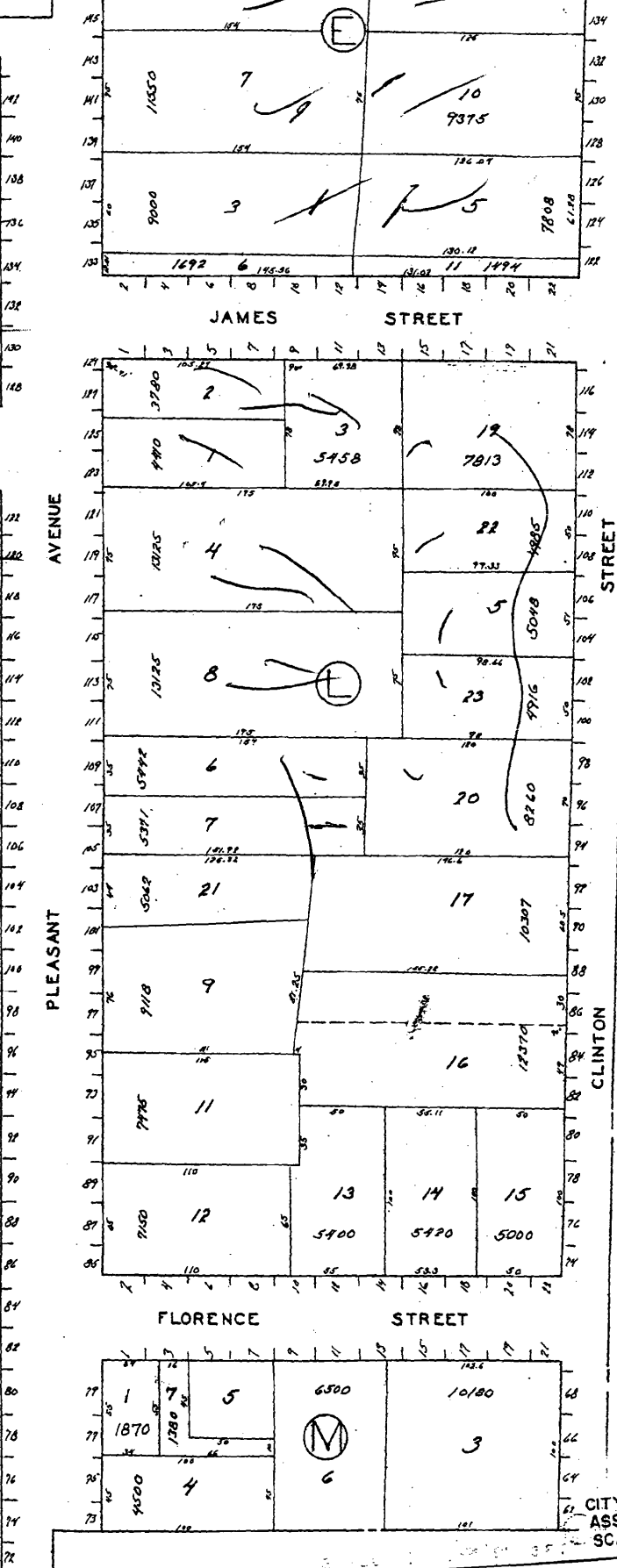
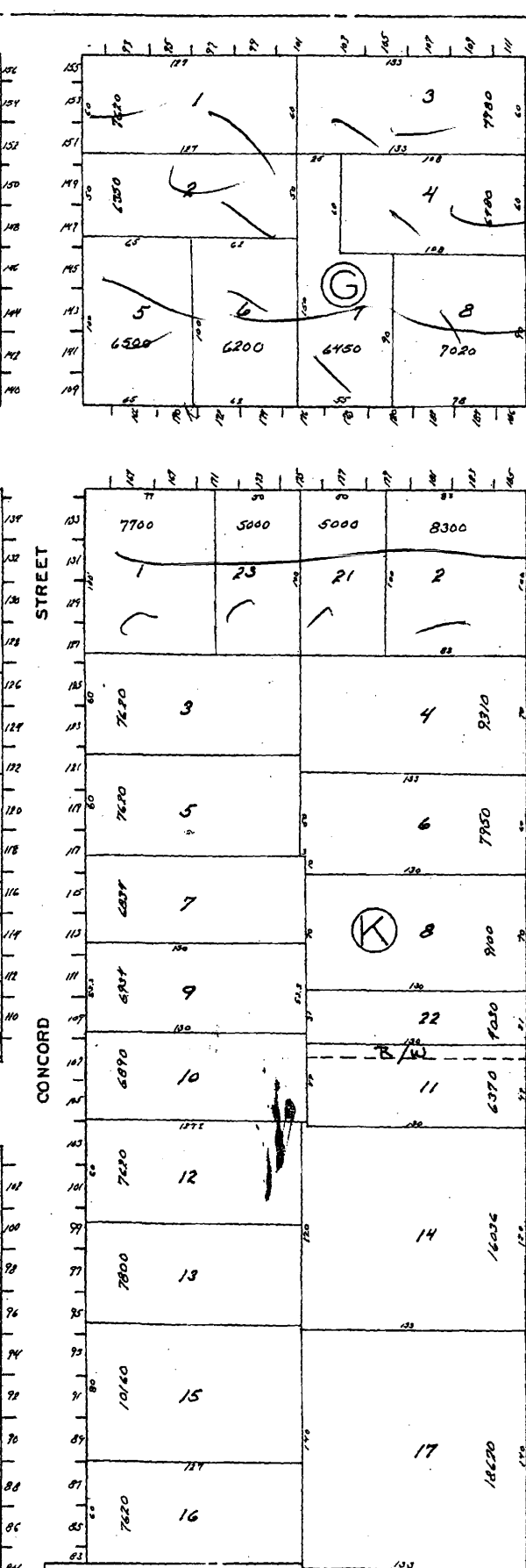
Issues: Bryce Avallone, owner of the property located at 147 Pleasant Avenue Street, has submitted an application to legalize one existing non-conforming dwelling unit for a total of six dwelling units within this building. The legalization maybe permitted if the applicant can meet the requirements allowed under Section 14-391 of the Zoning Ordinance.

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SHEET 132-D

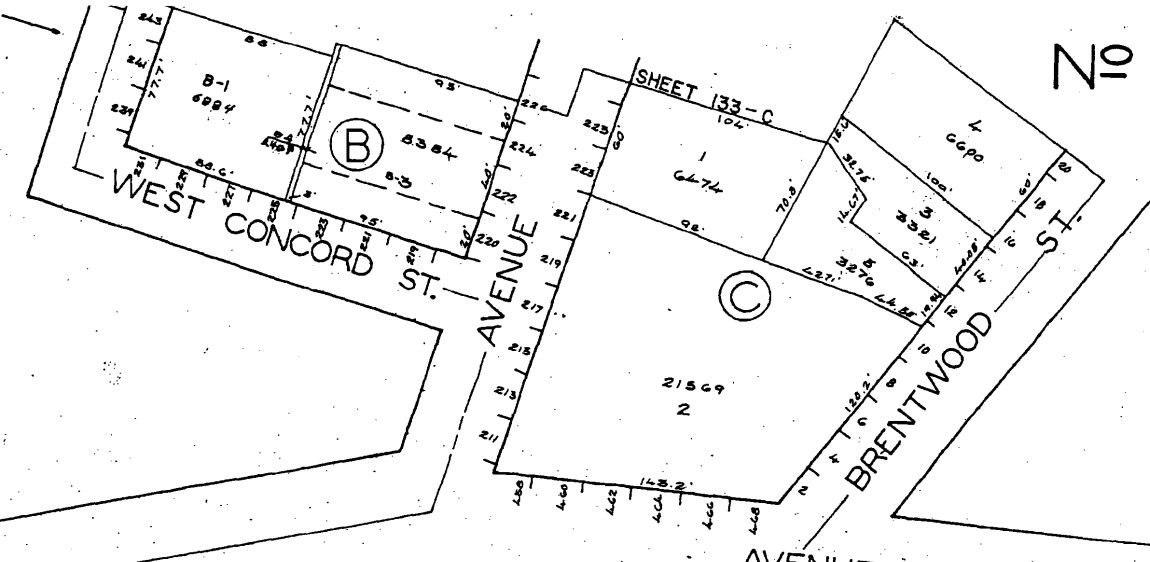


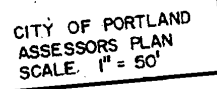
SHEET 130-A

SHEET 137-D

REDRAWN 10-10-66

CITY OF PORTLAND
ASSESSORS PLAN
SCALE 1" = 50'





Nº 136

SHEET 135-C

SHEET 143-D

SHEET 137-A

SHEET 131-B

CITY

(D)

4
716702

(E)

5



CITY OF PORTLAND
ASSESSORS PLAN
SCALE 1" = 50'

RETRACED 4-5-67



CITY OF PORTLAND, MAINE

Department of Building Inspections

Job 27 20 06

Received from David A. Laurie Law Office

Location of Work _____

Cost of Construction \$ 0

Permit Fee \$ 300

Building (IL) ☒ Plumbing (IS) _____ Electrical (I2) _____ Site Plan (U2) _____

Other Legalization of a Non-Complying Unit

CBL: 131 E 009

Check #: 4039

Total Collected \$ 300.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy