

DECLARATION OF RAINMAKER BUSINESS PARK CONDOMINIUM

THIS DECLARATION (the "Declaration") is executed as of the 22nd day of April, 2005, by **B & L PARTNERS, LLC**, a Maine Limited Liability Company with a mailing address of 277 Wilton Road, Rochester, New Hampshire 03868 (the "Declarant") pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act").

ARTICLE I CREATION OF CONDOMINIUM; DEFINED TERMS

- 1.1 Declaration of Property. The Declarant, owner in fee simple of that certain Unit or parcel of land situated on Riverside Street in the City of Portland, County of Cumberland and State of Maine, more particularly described in **Schedule A-1**, and all of the land improvements now existing or to be constructed thereon, any buildings now existing or later constructed thereon, and all easements, rights, privileges and appurtenances thereunto belonging (collectively, the "Property"), hereby submits the Property to the provisions of the Act and creates with respect to the Property, a Condominium as defined in Section 1601-103(7) of the Act (the "Condominium"). The name of the Condominium is **Rainmaker Business Park Condominium**. The name of the Association is **Rainmaker Business Park Condominium Association**. The Condominium is located in the City of Portland, County of Cumberland and State of Maine.

The Property is depicted on the Plats of said land, as supplemented from time to time by Plans necessary to reflect to location of individual Units within a Building (the "Plats and Plans"). A reduction of a true copy of the Plats and Plans is attached to this Declaration as **Schedule B**. The originals of the Plats and Plans are recorded herewith at the Cumberland County Registry of Deeds in Plan Book 205, Page 243.

- 1.2 Definitions. The following terms shall have the following meanings:
- 1.2.1 "Addible Property" means the real estate shown on the Plats and Plans and described in **Schedule A-3** which has not yet been added to the Condominium and submitted to the Act, but which may hereafter be added in whole or in part to the Property and Condominium pursuant to this Declaration and the Act. The Addible Property includes a portion of additional land owned by Declarant and a portion of additional property that is owned by an abutter that is entirely unaffiliated with Declarant. Such abutter's land is included as Addible Property solely for the purpose of allowing its inclusion with the Condominium if and only if Declarant should reach agreement in the future with the abutting owner to acquire rights to such land and thereafter decide to include it within Phase #2 of the Condominium. Reference to such abutter's land as Addible Land potentially included in Phase #2 of the Condominium is not intended to imply that such land is currently under any ownership or control of Declarant or subject to any right of Declarant to acquire such land. This Declaration is not intended to impose any encumbrance upon such abutter's land nor limit in any manner the rights of such abutting owner to full use and enjoyment thereof.
- 1.2.2 "Allocated Interest" means (a) the Common Element Interest, (b) the Common Expense Liability and (c) the Votes in the Association, allocated to each Unit pursuant to this Declaration.

- 1.2.3 “Association” means the Association of the Owners organized pursuant to Section 1603-101 of the Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The name of the Association shall be **Rainmaker Business Park Condominium Association**.
- 1.2.4 “Building” means any building erected or to be erected on the Property and on real estate subject to Development Rights, as well as other improvements comprising a part of a Building or intended to be used for the purposes incidental to the use of a Building. Each Building is a Limited Common Element for the exclusive use and benefit of the Unit(s) located within that Building and only one Building shall be located on any one Lot.
- 1.2.5 “By-Laws” mean such governing regulations for the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, as amended.
- 1.2.6 “Common Element Interest” means the percentage of undivided interest in the Common Element appurtenant to each Unit.
- 1.2.7 “Common Elements” mean all portions of the condominium other than the Units.
- 1.2.8 “Common Expense Liability” means the allocation to each Unit of the respective liability for Common Expenses.
- 1.2.9 “Common Expenses” mean and include, but are limited to, (a) the cost of maintenance, management, operation, repair, renovation, restoration and replacement of the Common Elements and such Limited Common Elements and such parts of the Units as to which pursuant to this Declaration it is the responsibility of the Association to maintain, repair and replace, including but not limited to the creation of a reserve fund for such purposes; (b) the cost of all insurance premiums on all policies on insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of this Declaration and the fees and disbursements of the Insurance trustee, if any; (c) such amounts as the Executive Board may deem necessary to provide for general operating reserve funds, reserve funds for replacements and contingencies, and such other reserve funds as may be required by the By-Laws or as the Executive Board may periodically establish; (d) sums that the Executive Board may deem necessary to compensate for any deficits in receipts over expenses for the previous fiscal year; (e) the charges and fees for energy, electricity, heat, water, gas charges furnished to the Condominium to the extent not separately metered to individual Units and charged to individual Unit Owners; and (f) such other costs and expenses that may be declared by the Act, this Declaration, the By-Laws, or resolution or agreement by the Executive Board, Unit Owners, or any two or more of the foregoing, to be Common Expenses of the administration, operation, maintenance and repair of the Common Elements and the rendering to Unit Owners of all related services.
- 1.2.10 “Condominium Documents” means this Declaration, the Plats and Plans, the By-Laws and the Rules and Regulations adopted pursuant thereto by the Executive Board, and all amendments to each of the same.

- 1.2.11 "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser, or (b) sixty (60) days after the conveyance to Purchasers of seventy-five (75%) percent of the Units which Declarant has reserved the Development Rights to create.
- 1.2.12 "Development Rights" have the meaning provided in Section 1601-103 (11) of the Act and include the Development Rights reserved by Declarant in this Declaration.
- 1.2.13 "Divisible Lots"/ "Divisible Units" mean Lots or Units now or hereafter designated by the Declarant pursuant to this Declaration which Declarant shall reserve the Development Rights to subdivide or convert into additional Lots, Units, Common Elements, and/or Limited Common Elements pursuant to this Declaration and Sections 1602-110 and 1601-103 (11) of the Act.
- 1.2.14 "Eligible Insurer" means an insurer or governmental guarantor of a Mortgage held by an Eligible Mortgage Holder which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating the name and address of such insurer or guarantor, and containing the same information and statements with respect to such insurer or guarantor that are required pursuant to the following subparagraph with respect to such Eligible Mortgage Holder.
- 1.2.15 "Eligible Mortgage Holder" means the holder of recorded first mortgage encumbering a Unit in the Condominium which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating the name and address of the said holder of a Mortgage, the name and address of the Owner of the Unit encumbered by such Mortgage, the identifying number of such Unit, and containing a statement that such Mortgage is a recorded first Mortgage.
- 1.2.16 "Executive Board" means the governing body of the Association as described in the By-Laws and Section 9.2 of this Declaration.
- 1.2.17 "Limited Common Elements" mean those portions of the Common Elements the exclusive use of which is reserved to one or more, but fewer than all, of the Units as indicated and allocated pursuant to this Declaration.
- 1.2.18 "Limited Common Expenses" mean (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common element which shall be assessed against the Units to which that Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Executive Board may periodically determine, and (b) the Common Expenses for services benefiting fewer than all Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Act.
- 1.2.19 "Lot" shall mean a Limited Common Element which comprises the land area immediately adjacent to a Building and for the exclusive use and benefit of all the Unit(s)

within that Building, as delineated on the Plan. Phase #1 shall initially consist of Lots #1, #2 and #3, serving the Unit(s) located or to be located in Buildings #1, #2 and #3, respectively. Phase #2, if developed, shall consist of Lot #4, serving the Unit(s) to be located in Building #4. Lots #3 and #4 shall be Divisible Lots, and as context shall require, the term "Lot" shall include the term "Divisible Lot."

1.2.20 "Unit" means and refers to each individual Unit designated on the Plan and described on **Schedule C**, including all fixtures and improvements thereon, with the exception of Common Elements as heretofore defined. Units to be located in Building #3 and (if Phase #2 is declared, Building #4) shall be Divisible Units, up to the maximum permitted number of Units for each such Building, and as context shall require, the term "Unit" shall include the term "Divisible Unit".

1.2.21 "Majority Vote" or Majority of Unit Owners" means a vote by the Owners of those Units to which are allocated more than 50% of the Votes in the Association that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy. Except as otherwise provided, any specified percentage of Unit Owners means a vote by the Owners of those Units to which are allocated the same specified percentage of the Votes in the Association that are cast in person or by proxy at any meeting of the Association at which a quorum is present in person or by proxy, and for all voting purposes each Unit Owner shall have a vote equal to the Votes in the Association allocated to his Unit. The approval by a specified percentage of Eligible Mortgage Holders shall mean the approval by the Eligible Mortgage Holders that hold of record Mortgages on Units representing the same specified percentage of the Votes in the Association allocated to all the Units subject to Mortgages held by Eligible Mortgage Holders.

1.2.22 "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee or an Eligible Mortgage Holder. "Mortgagee" means the holder of a Mortgage.

1.2.23 "Owner" and "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit; provided, however that the term "Owner" shall not mean or refer to the mortgagee of a Unit unless and until such mortgagee has acquired title. Each Owner shall be bound by the Articles and By-Laws and any rules and regulations adopted by the Association.

1.2.24 "Property" means the real property described on **Schedule A-1** as being included within the Condominium.

1.2.25 "Purchaser" means any buyer of a Unit in the condominium, other than Declarant.

1.2.26 "Recorded" means that an interest has been duly entered of record in the Registry of Deeds in and for Cumberland County, Maine.

1.2.27 "Special Declarant Rights" have the meaning provided in Section 1601-103(25) of the Act and include Development Rights reserved by Declarant and the rights reserved by the Declarant in Article X and Paragraph 9.2.

- 1.3 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Articles of Incorporation of the Association and the By-Laws, the provisions of this Declaration shall govern the Articles of Incorporation and the By-Laws.
- 1.4 Exercising Declarant Power. All Declarant decisions made pursuant to this Declaration, the Act, any Special Declarant Rights or powers, shall be exercised by B & L Partners, LLC or its duly authorized agent, successor, or assigns, evidenced by a Secretary's or Clerk's certificate attesting to the action or decision of the Declarant.
- 1.5 Public Offering Statement Waiver. In accordance with Section 1604-101 of the Act, all purchasers of Units in the Condominium, because the Units are all restricted to a nonresidential use, agree to waive the receipt of a public offering statement.

ARTICLE II DESCRIPTION OF PROPERTY

- 2.1 Description of Property. A description of the Property included in the condominium is set forth in **Schedule A-1**, and the location and dimensions of the Property included in the Condominium are depicted on the Plats and Plans, a reduction of a true copy of which is attached to this Declaration as **Schedule B**.

ARTICLE III DESCRIPTION OF UNITS, ETC.

- 3.1 Maximum Number of Units. The Declarant has created pursuant to this Declaration, the Units identified as being within Building #1, #2 and #3, comprising Phase #1, on **Schedule C**, including one (1) Unit in Building #1 on Lot #1, two (2) Units in Building #2 on Lot #2, and up to a maximum of eight (8) Units in Building #3 on Lot #3. The Declarant reserves the Development Rights to declare a Phase #2 located upon the Addible Property (including remainder of Declarant's adjacent property and all or any of the adjacent property of an abutter that may be acquired by Declarant). Phase #2 is currently intended to include Building #4 on Lot #4, containing a maximum of up to nine (9) Units, provided, however, that Declarant reserves the right to divide the proposed Lot #4 into more than one Lot to accommodate more than one Building within Phase #2. In Phase #1 and Phase #2 together, Declarant intends to create a total number of up to 4 buildings, consisting of up to 20 total Units in the Property and Addible Property; provided, however, that with respect to the exercise of Declarant's rights regarding Divisible Lots and Divisible Units, Declarant may increase the number of Lots in Phase #1 and Phase #2 together to include 5 Lots (and thus 5 Buildings) with up to 30 total Units, if additional Units may be added pursuant to applicable law..
- 3.2 Creation of Units. Reference is made to **Schedule C** for the identifying number and type of each Unit created by this Declaration and to the Plats and Plans for a description of each Unit created by this Declaration including each Unit's identifying number, the locations and dimensions of the boundaries of each Unit, the Common Elements to which the Unit has direct access and any other information necessary to identify the Unit.
- 3.3 Allocated Interests. The Allocated Interests allocated to each Unit created by this Declaration are listed and allocated to the Units in **Schedule C**.

- 3.3.1 Common Element Interest. The Common Element Interest appurtenant to each Unit is calculated pursuant to a percentage determined on the basis of square footage in the Buildings. It is determined by dividing the square footage of each Unit by the sum of the square footage of all of the Units in the Condominium, and then multiplying the resulting quotient by 100. For the purposes of calculation of the Common Element Interest, it shall be assumed that Declarant shall construct the maximum eleven (11) Units in Phase #1 at the aggregate square footage shown on the Plats and Plans (even though the footprint of Building #3 and the configuration, square footage and number of Units therein will not be finalized until construction of Building #3). Area associated with Common Elements is not used in the calculation. The Common Element interest appurtenant to each Unit shall be rounded to the nearest one hundredths of one percent (0.01%).
- 3.3.2 Common Expense Liability. Each Unit's proportionate Common Expense Liability is calculated in accordance with Section 3.31.
- 3.3.3 Association Votes. The number of votes each Unit has in the Association shall be based on square footage of each completed Unit (as determined by the issuance of a Certificate of Occupancy for such Unit by the City of Portland). Each Unit shall receive one vote for every 1,500 square feet, not including Limited Common Elements or proportionate interest in Common Elements associated with the Unit. For purposes of determining the number of votes for a particular Unit, the number of square feet will be rounded, up or down, to the nearest increment of 1,500. It is the Declarant's intent that each Unit shall have a minimum of one vote in the Association. No fractional votes shall exist.
- 3.3.4 Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration and the By-Laws, the subdivision of Units and relocation of boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so divided and the boundaries of which are to be so relocated, subject to compliance with the provisions stated in Sections 1602-113 and 1602-112 of the Act, and applicable zoning regulations of the City of Portland. No Unit may be created by subdivision which is in violation of applicable laws or ordinances.

ARTICLE IV ARCHITECTURAL AND DEVELOPMENT CONTROL

- 4.1 Project Review. Unless new or replacement Buildings have obtained Municipal Site Plan Review from the City of Portland, all plans and specifications for new or replacement Buildings to be located on any Lot shall be submitted to and approved in writing by the Executive Board prior to the commencement of construction. All plans submitted for approval shall include the following:
- (a) A site plan and architect's rendering of the proposed development.
 - (b) A landscape program setting forth the proposed improvement and maintenance of open space, roads, paths, and service and parking areas.
 - (c) Information as to the total building square footage and site impervious surface area.
 - (d) A site lighting plan.
 - (e) A drainage and erosion control program complying with any provisions required by the City of Portland and the Maine Department of Environmental Protection.

- (f) A signage plan setting forth details of all exterior signs proposed to be located on the Lot including, but not limited to: size, color, illumination, landscaping, setbacks, specific locations, height and construction materials.
- (g) A program setting forth the intended use of buffering materials or devices including, but not limited to location, composition, and provisions for maintenance.
- (h) Sufficient assurances that the proposed development will not be dangerous, obnoxious, offensive or unsightly.
- (i) A traffic plan setting forth proposed ingress and egress controls, parking areas, traffic circulation and traffic interface.
- (j) Information as to the proposed use of all utilities within the condominium.
- (k) A complete list of any hazardous materials to be used or stored on the Property along with a copy of the waste disposal plan.
- (l) Any other information reasonably requested by the Executive Board.

The Executive Board shall approve such plans and specifications provided that they conform to this Declaration, and the Executive Board determines in its reasonable discretion, that construction will be harmonious with the intent for development of the Condominium. The intent for development is to maintain an attractive, aesthetically pleasing, upscale, safe, clean and distinctive business Condominium and preserve the quality, integrity and balance of commercial development compatibility at the business Condominium. Minor improvements or alternations, such as fences, sheds, walkways, canopies, parking areas, landscaping, etc. to be constructed within a Lot shall require only the approval of the respective Building Committee (as defined in Section 9.1.1 below) in its reasonable discretion, based upon a reasonably detailed plan submitted with the request. All structures shall be constructed in conformity with such approved plans and specifications. Absent Municipal Site Plan Approval, no construction shall commence on any proposed structure or any substantive alterations to the exterior of any existing structures without either Executive Board's written approval (in the case of a new or replacement Building) or the appropriate Building Committee's written approval (in the case of minor improvements or alternations upon a Lot), as to all items submitted in accordance with the above requirements and the Executive Board's or Building Committee's reasonable determination that the proposed construction is in harmony with the surroundings and development objectives of the Condominium. The Executive Board or the Building Committee must respond to any construction proposal within fourteen (14) days of receipt of a complete submittal package.

- 4.2 Certificate of Compliance. Upon written request, the Executive Board (or the appropriate Building Committee) shall provide certificates as to the compliance by any Unit with the provisions of this Declaration.
- 4.3 Enforcement. The Association shall have the right to enforce compliance with such standards.
- 4.4 Municipal Permits. The Unit Owner shall provide to the Executive Board or the Building Committee, as applicable, copies of any Federal, State, or local permits pertaining to construction or development on the property within 10 days of their receipt. This includes, but is not limited to, any DEP Permits, other environmental permits, or the City of Portland Municipal Site Plan Review approval, and certificates of occupancy issued by the City of Portland.
- 4.5 Leases. All tenancies shall be by written lease, and such lease (other than the existing lease of Building #1, Unit #1 in effect as of the date of this Declaration) shall contain terms that obligate the tenant to observe and be bound by the terms of this Declaration, the By-Laws, and any rules of the Association as if they were an Owner, and shall authorize the Association to enforce the

Declaration, Bylaws or any rules of the Association against the Tenant, including the right to terminate a Lease and recover possession from a Tenant in violation of the Declaration, Bylaws or Rules.

- 4.6 Restrictions and Reservations. In addition to the previous requirements of this Article, the Property shall be subject to the following restrictions and reservation of rights concerning the use and enjoyment thereof:
- (a) Each Unit may be used only for such non-residential purposes as are allowed by both the City of Portland Zoning Ordinance and this Declaration.
 - (b) No building or component thereof shall be allowed to fall into disrepair.
 - (c) All land areas not covered by structures, parking areas, or circulation facilities shall be in its natural state or shall be landscaped or maintained. Trees will be preserved to the extent that they do not interfere with buildings, pavement, or reasonably established landscaped areas. All cleared area will be landscaped and maintained. The common directory sign to be installed by Declarant on the Common Area adjacent to Riverside Drive shall be maintained, repaired and replaced by the Association, with individual tenant panels for each Unit to be maintained at the expense of the Unit Owner. The Executive Board shall fairly allocate panel space on such common directory sign among the Units, provided that Building #1, Unit #1 (as the same may be subdivided by the Unit Owner) shall be entitled to the top 25% of the tenant panel space(s).
 - (d) No garbage, trash, noxious or offensive objects shall be kept, maintained or allowed in the Condominium other than reasonable quantities of trash stored in sanitary containers and removed regularly from the premises; junk automobiles and other vehicles which do not have a valid State of Maine Motor Vehicle Inspection sticker are prohibited, unless garaged.
 - (e) Any structure which is destroyed or damaged in whole or in part by any cause must be rebuilt or all debris removed and the premises restored to a sightly condition without delay.
 - (f) Easements for installation and maintenance of utility and drainage facilities are hereby reserved by Declarant, for itself, its successors and assigns, in, over and under all Common Elements shown on the Plats and Plans and on and near Unit lines or across property as shown on said plans for installation and maintenance of said utilities, drainage facilities, pipes, poles, wires, and other conduits, whether under or above ground. There is also granted hereby an easement to the Portland Water District and to the City of Portland, Maine, its agents and employees to enter upon the property for the purpose of conducting emergency repairs to the sewer, water distribution or storm water drainage systems serving the Condominium in the event that in the reasonable judgment of the City, such repairs are necessary to protect the public health and welfare.
 - (g) Water usage shall be metered in such a way as to differentiate domestic water usage from that used for irrigation or water-intensive manufacturing processes. This may be accomplished through separate Portland Water District services or through a single Portland Water District service and separate, privately owned sub-meters. To the extent practical, "low flow" plumbing fixtures shall be used.
 - (h) Adequate off-street parking upon each Lot shall be provided to accommodate all parking needs for employees, visitors, and company vehicles for each Unit within each Building. No parking of vehicles shall be permitted in or upon the Common Elements other than the Lots. If parking requirements increase, additional off-street parking within the Lot shall be provided by the Unit Owner or occupant to satisfy the intent of this provision. All parking facilities and driveways shall be paved. All exterior construction work on any building or other structures shall be completed within two (2) years from the date of start of construction.

All landscaping, driveways and parking areas upon a Lot must be completed within six (6) months of the date of occupancy of the Building thereon.

- (i) Unit Owners shall be responsible for damages caused to the Common Elements by reason of construction activities on individual Units undertaken or caused by the Unit Owner. Declarant shall be responsible for damages caused to the Common Elements by reason of construction activities undertaken by Declarant . All construction debris, trash, or other garbage generated during construction shall be stored in appropriate containers and shall be removed from the property to a proper disposal location on a regular basis. After completion of construction, in accordance with approved plans, landscaping shall be maintained in a sightly and well-kept manner.
- (j) Surface drainage must be controlled so as not to cause damage to structures, improvements or vegetation on adjacent property, whether during construction or otherwise, and efforts to control erosion and siltation, consistent with the DEP requirements and Best Management Practices, shall be employed during and after construction of any improvements on a Unit.

4.7 Alterations by Unit Owners. Subject to all applicable ordinances, requirements and conditions of the City of Portland or the State of Maine and to Section 4.6 and any other applicable provisions of this Declaration, the By-Laws or rules and regulations of the Association, a Unit Owner may make improvements and alterations to the Unit, provided that exterior alternations shall require approval of the Building Committee for the Building in which the Unit is located. No Unit Owner may make any improvements or alterations or do any work whatsoever which would jeopardize the soundness or safety of the property, any Common Elements, or any other Unit. No Unit Owner shall alter or improve any of the Common Elements or otherwise change the appearance of the Common Elements (including the Limited Common Elements) without the prior written approval of the Executive Board of the Association or the appropriate Building Committee pursuant to the By-Laws.

ARTICLE V COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND APPLICABLE PROVISIONS

5.1. Common Elements. The Common Elements are shown on the Plats and Plans. The Association shall maintain the Common Elements in good order and repair. The Association agrees to preserve and maintain the Common Elements for the common benefit of all owners of Units. If the City of Portland, or any political subdivision of the State of Maine, or any agency thereof, should ever decide to accept the roads and/or the utility system, the Declarant or the Association, as the case may be, reserves and shall have the right to convey any roads within the Common Elements to the City of Portland, or any political subdivision of the State of Maine, or any agency thereof, for acceptance as public streets, and any utility system and easements to the City of Portland or any public utility, or any political subdivision of the State of Maine, or any agency thereof, as may be reasonably required to provide utility services to the Units; in the event of any such transfer to the City of Portland, any public utility, or any political subdivision of the State of Maine, or any agency thereof, the Association will not be entitled to any compensation for the interest conveyed or taken, from either the City of Portland, any public utility, or any political subdivision of the State of Maine, or any agency thereof, or the Declarant until all Units have been sold. The Declarant reserves the right to any proceeds or award from any such transfer until all Units are sold, whereupon, the Association then has the right to all proceeds.

- 5.2. Allocation of Limited Common Elements. The location and dimensions of all Limited Common Elements, except for the portions of the property described as Limited Common Elements pursuant to Sections 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are described in this Section 5.2 and the Plats and Plans. Each Building is a Limited Common Element of all the Units within the Building, the Lot is a limited Common Element of all of the Units within the Building on that Lot. The allocation of Limited Common Elements to the Units cannot be altered except in compliance with Section 1602-108(b) of the Act at the expense of the Owners of the Units involved and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of the Limited Common Elements.
- 5.3. Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise, or other disposition or mortgage, or other encumbrance of any Unit shall extend to and include the Common element Interest, whether or not expressly referred to in the instrument effecting such transfer. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.
- 5.4. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit owner, tenant and occupant of a Unit, and the guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit owners and tenants or occupants of other Units, and their respective guests, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:
- 5.4.1. Any Unit Owner in default in the payment of any amount due to the Association or in violation of any provision of this Declaration, the By-Laws, or the rules and regulations of the Association, which violation continues for 30 days after written notice thereof by the Association to the Unit Owner, may be prohibited by the Executive Board from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Executive Board.
- 5.4.2. The Common Elements shall not be used for the parking or storage of vehicles, trailers, motor homes, trucks or boats, except with the prior written approval of the Executive Board or of a committee designated by the Executive Board. No unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic. Vehicle repairs, other than ordinary light maintenance, are not permitted on the Property outside of a Unit.
- 5.4.3. Unit owners shall not erect fences, signs, canopies or other structures, plant or remove trees or shrubs, or materially alter the grading or landscaping, or do any other thing which materially affects the exterior appearance of the Property, except as provided in this Declaration or in accordance with the written permission of the Executive Board or appropriate Building Committee and in compliance with applicable law.
- 5.4.4. Except for such signs as may be posted by the Declarant for promotional or marketing purposes or by Unit Owners for temporary marketing signs for the sale or lease of a Unit, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Executive Board or

the appropriate Building Committee except as otherwise provided in this subparagraph, the By-Laws, or any rules promulgated in writing by the Association or a Building Committee. The foregoing provisions of the subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

- 5.4.5. No Unit owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated by the Condominium Documents or the Executive Board) without the approval of the Executive Board or a committee designated by the Executive Board.
- 5.4.6. The Executive Board, the Association, any Unit Owner and the Declarant shall not be considered a bailee of any personal property stored on the Common Elements, whether or not exclusive possession of the particular area is given to a Unit Owner, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE VI NOTICE TO UNIT OWNERS AND TO THE ASSOCIATION

- 6.1 To the Unit Owners. All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefore or sent by the United States mail, postage prepaid, or if such notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall have last designated, the address of the Unit Owner who is record owner thereof.
- 6.2 To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefore, or sent by the United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the registered office of the Association.
- 6.3 To the Eligible Mortgage Holder, etc. All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Eligible Insurer shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt therefore, or sent by the United States Mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to Article I by virtue of which it became an Eligible Mortgage Holder and to the Eligible Insurer at the address identified pursuant to Article I by virtue of which it became an eligible insurer.

ARTICLE VII EASEMENTS AND LICENSES

- 7.1 Recorded Easements and Licenses. The recording data for recorded easements and licenses, appurtenant to or included in the Condominium, or to which any portion of the Condominium is or may become subject by virtue of the exercise by Declarant of any reservation contained in this Declaration, are stated and set forth in **Schedule A-2.**
- 7.2 Owners Easements of Enjoyment. Subject to the provisions of Article VII, each Unit Owner, in common with all other Unit Owners, shall have the right and easement of enjoyment in and to the Common Elements and such right and easement shall be appurtenant to and shall pass with the title to such Owner's Unit.
- 7.3 Conditions on Enjoyment. The rights and easements of enjoyment created hereby shall be subject to the follows:
- (a) Rights of way and easements of record in the Cumberland County Registry of Deeds;
 - (b) Utility and drainage easements now existing or as may hereafter be granted by Declarant or the Association;
 - (c) Rights of Declarant as herein reserved.
- 7.4 Easements over Common Elements. The Association and its Executive Board shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.
- 7.5 Access. The Executive Board shall not deprive any Unit Owner of reasonable access to and from his Unit, the Property and Common Elements, and the adjoining public streets, except however, that portions of the Common Elements may be fenced or gated where determined by the Executive Board to be necessary for public safety or in the best interest of the Association.
- 7.6 Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, and the managing agent and every other person authorized by the Executive Board, the right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.
- 7.7 Declarant's Easements for Construction. The Declarant reserves the Special Declarant Right and easement, right and privilege without hindrance with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any of the Property as is reasonable for the purposes of construction, reconstruction, inspection, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. The easements reserved by Declarant in this Article shall continue until the conveyance of all Units in the Condominium to Purchasers.

- 7.8 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.
- 7.9 Declarant's Right to Connect with Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements (to include the Limited Common Elements).
- 7.10 Declarant's Right to Grant Easements in Common Elements. The Declarant reserves the right to grant and reserve easements and right-of-way through, over, under and across the Common Elements for the benefit of the Declarant, its successors and assigns, for purposes including construction purposes, and for installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. The Common Elements shall be, and are hereby made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Common Elements. The easements created in this Paragraph shall include, without limitation, rights of Declarant, its successors or assigns, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Common Elements.
- 7.11 Declarant's Rights of Access. The Declarant reserves the right to grant and reserve easements and rights-of-way through, under, over and across the Common Elements without limitation, furthermore to grant easements for the benefit of the public for vehicular and pedestrian access, road improvements, construction purposes, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.
- 7.12 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be and are hereby made subject to an easement in favor of each Unit Owner for access to their Unit; for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electric, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or serve any Unit and which pass across or through a portion of the Common Elements, subject to the Owner's obligation to bear the cost of repair and maintenance thereof.
- 7.13 Alteration of Common Elements by Declarant. During the Declarant Control Period, the Declarant reserves the right to modify, alter, relocate, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so.

- 7.14 Transfer of Special Declarant Rights. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act.

**ARTICLE VIII
ASSESSMENTS FOR COMMON EXPENSES AND
MAINTENANCE OF PROPERTY**

- 8.1 Allocation and Payment of Assessments of Common Expenses. The assessments shall be used exclusively for the upkeep, repair, maintenance and landscaping of the Common Elements, including, but not limited to the payment of insurance thereon and repair, replacement, additions, and improvements thereto, snowplowing and sanding of roads and sidewalks and for the cost of labor, equipment, materials, management, security and supervision thereof, and a reasonable reserve for the replacement of capital items. The total amount of Common Expenses shall be assessed against the Units in the following proportions:
- 8.1.1 The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all Units in proportion to the relative Common Expense Liabilities of all the Units, as the Common Expense Liabilities may be changed as provided in Paragraph 3.3.2 and **Schedule C**.
- 8.1.2 (a) If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against all the Units benefited in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Executive Board may periodically determine, as those Common Expense Liabilities may be changed as provided in Paragraph 3.3.2 and **Schedule C**, (b) if a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board shall determine, (c) the cost of utilities shall be assessed against Units in proportion to usage, as the Executive Board may periodically determine, however (d) if a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, that Limited Common Expense shall be assessed solely against all the Units to which that Limited Common Element is allocated in proportion to the relative Common Expense Liabilities of such Units as between themselves; as the Executive Board shall determine, as those Common Expense Liabilities may be changed as provided in Paragraph 3.3.2 and **Schedule C**. Each Building Committee (as defined in Section 9.1.1 below) shall propose annual and special assessments for Limited Common Expenses of that Building and Lot. Absent a determination that such proposed Limited Common Expense assessments are not in compliance with the Declaration or the Act (for instance, by failing to provide funds for adequate maintenance of the Building or Lot), the Executive Board shall make such assessments for Limited Common Expenses as are recommended by the respective Building Committees, and the Executive Board shall segregate from any reserve funds assessed for major repairs or replacements of specific Lots or Buildings from other monies held by the Association.
- 8.1.3 The Cost of utilities serving the condominium not individually metered to a Unit and that serve the Unit Owners collectively, shall be Common Expenses or Limited Common expenses assessed pursuant to subparagraphs 8.1.1 and 8.1.2

8.1.4 The Declarant shall not be liable for any assessments for any Units until after the later to occur of sixty (60) days after the first conveyance of a Unit to a Purchaser or the Association makes its first common Expense Assessment. In addition, and notwithstanding any other provision hereof, until Declarant completes construction of Building #2 and Building #3, the Declarant shall remain responsible for any portion of the assessments otherwise payable by any Unit which relate to repair or replacement of the road surface of the roadway in the Common Area serving all of the Lots.

8.2 Payment of and Lien for Assessments.

8.2.1 Each Unit Owner shall pay to the Association or its authorized representative (1) on the first day of each month, or on such other date or schedule that the Association may determine in writing, one-twelfth (1/12th) of the Common Expenses, including revised Common Expenses, assessed on an annual basis against his Unit in the proportions required in Paragraph 8.1 and (2) all special assessments, any other sum duly levied against the Unit pursuant to this Declaration, the by-Laws or the Act, and (3) charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in this Declaration, the By-Laws or the Act, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of special assessment or levy or on such other date that the Association may determine in writing (and with respect to monthly installments of regular assessments, beginning with the tenth day of the month that any such installment is due). If for any reason the Association shall revise the annual budget of the Association whereby the Common Expenses or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph 8.1. Limited Common Expenses assessed against Unit Owners for maintenance, repair or replacement of a Limited Common Element and not otherwise levied simultaneous with the regular annual assessment and payable in simultaneous installments shall be payable in full fourteen (14) days after receipt of the statement thereof.

8.2.2 The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including revised Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act, including Limited Common Expenses assessed against Units for maintenance, repair or replacement of a Limited Common Element, and charges for late payment thereof, and fines penalties and fees as provided in this Declaration or the By-Laws shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments and revised annual assessments be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment or revised annual assessment and, as to special assessments and other sums duly levied including Limited Common Expenses assessed against a Unit Owner for maintenance, repair, replacement of a Limited Common Element, interest, charges for late payment, legal fees, cost of collection, fines, penalties, and fees as described in subparagraph 8.2.1 on the first day of the next month which begins ten (10) days after

delivery to the Unit Owner of notice of such special assessment or levy (and with respect to monthly installments of regular assessments, beginning with the tenth day of the month that any such installment is due). In any case, where assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Executive Board, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or its representative. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units.

8.2.3 The lien for assessments described in subparagraph 8.2.2 may be enforce and foreclosed by the Association in like manner as a mortgage on real estate as provided in section 1603-116(a) of the Act or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments and a foreclosure may be maintained notwithstanding the pending of any suit to recover a money judgment.

8.2.4 If the annual assessments, or an installment thereof, or any special assessment or other levy against a Unit, is not paid within ten (10) days after its due date, the assessment shall bear interest at an annual rate equal to eighteen (18%) percent, and Declarant or the Association, as the case may be, may file an action to foreclose against the Owner's Unit, or to pursue both actions and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees and the costs of the action.

8.2.5 The Voting right of any owner whose assessment installment is delinquent may be suspended by the Executive Board until said assessment installment and its applicable interest is paid in full. Any voting rights suspension shall take effect upon deliverance and receipt of notice to the delinquent Unit Owner prior to any vote. Upon full payment, any missed voting opportunities are not recoverable.

8.3 Reduction of Expenses and Surplus Funds. All receipts from payments, fees or charges for the use, rental, operation, or allocation as a Reserved Common Element, of any and all Common Elements, shall be applied first to reduce the Common Expense relating to the use of that Common element giving rise to such Common Expense and any excess thereof shall be applied to Common Expenses generally. All receipts from any assessments for Limited Common Expenses shall be applied first to reduce the Limited Common Element Expense relating to the service afforded to the Unit benefited and any excess shall then be credited to the Unit Owners in proportion to their respective Limited Common Expense Liability to reduce until exhausted the next installment due from the Unit Owners. Any amounts accumulated from assessments for Common Expenses, and income from the operation of the Common Elements to which such common Expenses pertain in excess of the amount required for actual Common Expenses and provision for Common Expenses and any payment of reserves, shall be credit to each Unit

Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installments due from Unit Owners. Any receipt of insurance proceeds in excess of that needed to undertake casualty repairs or replacements shall be credited to each Unit Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installment due from Unit Owners. In no event, shall the Association rebate surplus funds to the Owners, other than in the event of termination of the Condominium.

- 8.4 Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements including but not limited to the roads and storm drainage system, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided for as a Limited Common Expense. The Association shall be responsible for the maintenance, repair and replacement of any Limited Common Elements allocated to more than one unit, the cost of which shall be allocated to the Unit Owners to which such Limited Common Element is allocated.
- 8.5 Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit, building and its exterior equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and landscaping which may at any time be necessary to maintain the good appearance and condition of the Unit. Each Unit Owner shall perform his responsibility in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. Each Unit Owner shall do all redecorating and landscaping which may at any time be necessary to maintain the good appearance and condition of his Unit and any Limited Common Elements associated exclusively with his Unit. Each Unit Owner shall also be responsible for the periodic maintenance and repair of storm drainage systems located on their Unit, unless such storm drainage system or equipment is specifically designated as a Common element or Limited Common Element.
- 8.6 Liability of Owner. Each Unit owner shall be liable, and the Association shall have a lien against his Unit for the expense of maintenance, repair or replacement of any damage to the Common Elements including Limited Common Elements, or of another Unit, caused by such Unit Owner's act, neglect, carelessness, failure to meet his or her obligations contained in Section 8.5 of this Declaration, or such Unit Owner's guest, employees, agents, or lessees, which the Association shall have the right to cure, correct, maintain, repair or replace. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

ARTICLE IX ASSOCIATION OF UNIT OWNERS; VOTING; DECLARANT CONTROL

- 9.1 The Association and its Powers. The membership of the Association at all times shall consist exclusively of all Unit Owners, or, following termination of the Condominium as provided in

Section 1602-118 of the Act, of all former Unit Owners entitled to distributions of proceeds under said Section 1602-118, or their heirs, successors or assigns, but shall not include persons having an interest in a Unit solely as security for an obligation. Each Unit Owner shall automatically become and be a member of the Association as long as he continues as a Unit Owner in the Condominium. Membership and any interest in the Association (including but not limited to any interest in Association funds) shall thereupon automatically terminate and transfer and inure to the next Unit Owner or Owners as successor(s) in interest. The Association shall have the powers granted pursuant to Section 1603-102 of the Act including the powers to assign its right to future income and to lease as lessee any real or personal property, accept assignments of leases of real or personal property, cause improvements to be made as part of such leased property, regulate the use, maintenance and repair of such leased property, and impose and receive any payments, fees or charges for the use, rental or operation of such leased property, and to adopt rules for the orderly and proper operation of the Condominium.

9.1.1 Building Committees. The Association shall act on behalf of the Condominium as its governing body with respect to the administration of the Condominium and Common Elements, as set forth in the Act, this Declaration and the Bylaws. Separate Building Committees shall be established for Unit Owners who share Limited Common Elements, for the purposes of administering separate budgets and accounts for hazard insurance, maintenance, repairs and upkeep of their Limited Common Elements and to determine separate assessments for their Limited Common Expenses. Said Building Committees may be established upon the transfer of the first Unit that will share Limited Common Elements with other Units, or upon the division of any Unit into more than one Unit that will share Limited Common Elements. Each Unit Owner who shares Limited Common Elements shall automatically become a member in the Building Committee affiliated with the Unit Owner's Limited Common Elements. Voting rights within the separate Building Committees shall be determined by the proportionate square footage of each Unit. Each Building Committee shall conduct its affairs consistent with the procedures contained in the By-Laws of the Association.

9.2 Executive Board Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or this Declaration or the By-Laws required to be exercised and done by the Association Members. The affairs of the Association shall be governed by an Executive Board composed of no less than three (3) and no more than five (5) natural persons. Prior to the Transition election provided for by subparagraph 9.2.1, the Executive Board shall be composed of three (3) natural persons and after the Transition Election, the Executive Board shall be composed of no less than three (3) and no more than five (5) natural persons. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Transition Election, at least a majority of the members of the Executive Board shall be Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

9.2.1 No later than the earlier of (a) sixty (60) days after the conveyance of seventy-five (75%) percent of the Units to Purchasers or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board and officers of the Association appointed by the Declarant shall resign subject to the election of replacement Executive Board members and officers, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect no less than three (3) and no more than five (5) successor members of the Executive Board to act in place and stead of those resigning.

9.2.2 The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event, it may required, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective. In determining whether the Declarant Control Period has terminated, the percentage of the Units conveyed is presumed to be that percentage which would have been conveyed if all the Units were included in the Condominium that the Declarant has created or reserved in this Declaration. The Development Rights to create.

9.3 Voting. The Votes in the Association allocated to a Unit can only be cast as a unit and cannot be split. If a Unit is owned of record by one person, that Unit Owner's right to vote shall be established by the record title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast Votes allocated to that Unit shall be the person named in a certificate executed by a majority of the Owners of such Unit, and filed with the Secretary of the Association. If ownership of a Unit is in a corporation, partnership, limited liability company, trust or estate, the person entitled to cast for the corporation, partnership, limited liability company or estate the Votes allocated to such Unit shall be designated in a certificate for that purpose executed by an appropriate officer, partner, manager, or trustee or other party with apparent authority and filed with the Secretary of the Association. Such certificates of multiple owners or entities shall be valid until revoked by a subsequent certificate similarly executed and filed with the Secretary of the Association. The Secretary of the Association shall be entitled to reasonably rely upon representations made by persons in attendance at a meeting with respect to their credentials and shall conclusively determine any dispute with respect to the Vote allocated to any Unit, exercising reasonable business judgment in such determination.

ARTICLE X RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS

10.1 No Unit shall be used for such purposes as are not allowed as a matter of right or by special exception pursuant to the City of Portland Zoning Ordinance.

10.1.2 The following activities are expressly prohibited on the Property: single-family or multi-family dwellings, tanneries, glue factories, fertilizer plants, cement plants, asphalt processing plants, oil refineries, soap or fat rendering plants, poultry, meat or fish processing plans, gasoline supply or repair stations, artificial gas manufacturing plants, rubber manufacturing plants, stock yards, junk yards, those uses prohibited pursuant to the provisions of the City of Portland Ordinances, and any trade, industry or use that is

injurious, noxious or offensive by reason of the excessive emission of fumes, dust, smoke, vibration or noise, including but not limited to any trade or activity which involves a substantial danger of fire, explosion, emission of corrosive or toxic fumes, gas, smoke, liquids, soot, obnoxious dust, disagreeable odors, offensive noises or vibrations or other substantially objectionable characteristics or any other trade, industry or use which will materially interfere with the activities of other Unit Owners.

- 10.1.3 Nothing in this Declaration or by By-Laws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights, reserved the Declarant pursuant to Article VII, for the purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights, settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.
- 10.1.4 Nothing shall be done or kept in the Common Elements which will increase the rate of insurance for the Association without the written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance or which would be in violation of any law, regulation, or administrative ruling. No waste will be committed in the Common Elements.
- 10.1.5 No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance or unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements on the Property.
- 10.1.6 Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Executive Board. No articles of personal property belonging to any Unit Owner, or its Tenant, shall be stored in any portion of the Common Elements except in a storage area specifically designated by the Executive Board or the managing agent, if any.

- 10.2 Voluntary Resale of Units. No Unit Owner, including the Declarant shall be liable for the payment of any part of the Common Expenses against his Unit subsequent to the date of recordation of a conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the Unit up to the time of the recordation of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner other than the Declarant shall be entitled to a certificate from the Executive Board upon written request as provided by Section 1604-108(b) of the Act prepared at the expense of the person so requesting the same, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor from Common Expenses in excess of those disclosed on such certificate. A voluntary transfer for the purpose of this paragraph 10.2 shall be considered

any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation or other entity owning a Unit.

- 10.3 Title. Every Unit Owner shall promptly cause to be duly recorded, the deed, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Executive Board through the Secretary or Manager.

ARTICLE XI MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

- 11.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with its appurtenant allocated interests.
- 11.2 Identification of Mortgages. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s).
- 11.3 Mortgage Foreclosure. Any bona fide first Mortgagee of a Unit that obtains title to the Unit pursuant to a completed foreclosure of the Mortgage in accordance with law, shall take the Unit with the Allocated Interests appurtenant thereto free of all claims for assessments. Any other mortgagee of a Unit that obtains title to a Unit shall take the Unit with the Allocated Interests, subject to any liens for unpaid assessments.
- 11.4 Notices to Eligible Mortgage Holder or Insurer. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder and Eligible Insurer of the following proposed actions either within a reasonable period prior to the taking of any of such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein: (a) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer, as applicable ("material" means fifty (50%) percent or more); (b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (c) The proposed use of any proceeds of Property insurance required to be obtained and maintained by the Association pursuant to this Declaration for purposes other than repair, replacement and restoration of the Property substantially in accordance with this Declaration, the By-laws, the Plats and Plans, and the original elevation thereof and original building plans and specifications; (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Paragraph 11.5; (e) The termination of the Condominium; (f) A change in the formula used to determine Allocated Interest appurtenant to a Unit in which the Eligible Mortgage Holder has an interest; (g) A merger or consolidation of the Condominium with another condominium; (h) The conveyance or subjection to a security interest of any portion of the Common Elements; (i) provided, however, (1) that the Association shall also send written notice of any delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Unit, or any other default in the performance or payment by a Unit Owner of any obligation under this Declaration, the By-Laws or any Rules and Regulations of the Association to the Eligible Mortgage Holder and Eligible Insurer of the Mortgage to which such Owner's Unit is subject, which notice must be given as soon as reasonably possible but in no event later than sixty (60) days after the occurrence of such delinquency or default and (2) the Association shall also send written notice to the Eligible Mortgage Holder of any proposed action concerning any delinquency in the payment of assessments for Common Expenses or any other changes owed by the Owner of the respective Unit, or concerning any other default in the

performance of payment by the Unit Owner of any obligation under this Declaration, the By-laws or any Rules or Regulations of the Association.

11.5 Mortgagee Approval Rights.

11.5.1. The prior written approval of at least eighty percent (80%) of the Unit Owners and sixty-seven percent (67%) of the Eligible Mortgage Holders shall be required to: (a) terminate or abandon the Condominium for reasons other than substantial destruction or condemnation of the Condominium and (b) abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission.

11.5.2. The prior written approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders and eight percent (80%) of the Unit Owners shall be required for the termination or abandonment of the Condominium as a result of condemnation or substantial loss to the Units, Common Elements, or both.

11.5.3. If professional management has been required previously by any Eligible Mortgage Holder, irrespective of the time when such person became an Eligible Mortgage Holder, any subsequent decision to establish self-management by the Association shall require the prior consent of at least sixty-seven percent (67%) in voting interest of the Unit Owners and the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders.

11.5.4. The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders shall be required to alter or change the Allocated Interests except with respect to the creation of additional Units in exercise of the Development Rights reserved by the Declarant in this Declaration, or as otherwise provided in the Act.

11.5.5. The prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders shall be required to use property insurance and eminent domain proceeds resulting from losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or restoration of the Property substantially in accordance with this declaration, the By-Laws, the Plats and Plans, and the original elevation thereof and the original building plans and specifications.

11.5.6. With respect to amendments to the Condominium Documents:

11.5.6.1. The consent of at least eighty percent (80%) of the Unit Owners and the approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders shall be necessary to terminate the Condominium not as a result of destruction, damages or condemnation.

11.5.6.2. The consent of at least eighty percent (80%) of the Unit Owners and the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders shall be necessary to terminate the Condominium as a result of destruction, damages or condemnation to the Condominium.

11.5.6.3. Except for the amendments to this Declaration executed and recorded by Declarant pursuant to the exercise of any Development Rights

reserved in this Declaration and the amendments described in the introductory Paragraph to Article XII, the written consent or approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (d) Insurance or fidelity bonds; (e) Rights to use of the Common Elements; (f) Responsibility for maintenance and repair of the Common Elements of the Condominium; (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as exercised by Declarant pursuant to any Development Rights reserved in this Declaration; (h) Boundaries of any Unit; (i) The interests in the Common Elements or Limited Common Elements; (j) Convertibility of Units into Common Elements or of Common Elements into Units except as exercised by Declarant pursuant to any Development Rights reserved in this Declaration; (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit; (l) Any provisions which are for the express benefit of Mortgages, Eligible Mortgage Holders or Eligible Insurers.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request to approve additions or amendments to the Condominium Documents and who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

11.5.7. The prior written consent of at least eighty percent (80%) of the Unit Owners, sixty-seven percent (67%) of the Eligible Mortgage Holders and the Veterans Administration, if it is an Eligible Mortgage Holder, shall be required for the merger or consolidation of the Condominium with another condominium.

11.6 Voting and Other Rights of Eligible Mortgage Holders. Any provision of Paragraph 9.3 to the contrary notwithstanding, in the event of any proposed actions to terminate the Condominium pursuant to Section 1602-118 of the Act; change the formula used to determine Allocated Interest or Voting Rights appurtenant to any Unit; change the boundaries of a Unit, or subdivide a Unit or convert any portion of the Common Elements into Units except for such changes and subdivisions created by the Declarant as a consequence of the exercise of any Development Rights reserved by the Declarant in this Declaration; merge or consolidate the Condominium with another condominium; convey or subject to a security interest any portion of the Common Elements; any amendment that would change any rights of Mortgage Holders; or use any proceeds of property insurance required to be maintained by the Association pursuant to this Declaration for purposes other than repair and restoration of the damaged Common Elements in accordance with this Declaration, the Plats and Plans, and the By-Laws, then: an eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner of the Unit, subject to the Mortgage held by such Eligible Mortgage holder, to cast the Votes allocated to that Unit or to give or withhold any consent required of such Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time

of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the default by a Unit Owner in payment of assessments or performances of obligations pursuant to the Condominium Documents, as more fully described in Paragraph 11.4, clause (i), the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right, but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to this Paragraph to cast Votes allocated to a Unit in lieu of the Unit Owner, an Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board for the purposes of discussing the termination of the condominium, a change in the Allocated Interest of its Unit, a; change in the boundaries of its Unit, the merger or consolidation of the Condominium with another condominium, the proposed use of any proceeds of hazard insurance for purposes other than the repair or restoration of the damaged Property.

ARTICLE XII AMENDMENTS

Except in the case of amendments to this Declaration that may be executed and recorded by the Declarant pursuant to the provisions of this Declaration granting the Declarant the right to unilaterally amend the same, and except in case of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in the Act in Section 1601-1071, Eminent Domain, Section 1602-108(c), Allocation of Limited Common Elements, Section 1602-117(a), Amendment of Declaration, and except in case of amendments to this Declaration that may be made by certain Unit Owners, as described in the Act in Section 1602-108(b), Reallocation of Limited Common Elements, or Section 1602-1189b), and subject to the provisions of this Declaration and of the Act, this Declaration, the Plats and Plans may be amended as follows:

- 12.1 Before any Conveyance. Prior to the conveyance of any Unit by Declarant to a Purchaser other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.
- 12.2 After the First Conveyance. After the first conveyance of any Unit by Declarant to a Purchaser pursuant to the preceding Section 12.1, the terms of the following subparagraphs shall apply to the amendment of this Declaration:
- 12.2.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board or Association in which a proposed amendment is considered, and shall be served upon all Unit Owners and upon Eligible Insurers and Eligible Mortgage Holders.
- 12.2.2 Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than twenty (20%) percent of the Votes in the Association. No resolution of the Executive Board adopting a proposed amendment or the proposed amendment itself shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws by the affirmative vote of at least sixty-seven (67%) percent in voting interest of the Unit Owners and then executed and recorded as provided in subparagraph 12.2.5.

- 12.2.3 Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated 100% of the Votes in the deed and acknowledged by at least one of them, an such amendment shall be effective when certified and recorded as provided in subparagraph 12.2.5.
- 12.2.4 Execution and Recording. A copy of each amendment shall be attached to or included with a certificated, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledge by such officer or officers of the Association and/or member or members of the Executive Board designated for that purpose by the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.
- 12.2.5 Notes and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment.
- 12.3 DEP Approval. Portions of this Declaration which deal with specific requirements of the DEP Site Location of Development Permit cannot be amended or otherwise altered without the specific prior approval of the Department of Environmental Protection.

ARTICLE XIII TERMINATION OF CONDOMINIUM

- 13.1 Termination. The Condominium shall not be terminated except as provided in, and subject to, Section 1602-118 of the Act, by agreement of Unit Owners of Units to which at least eighty (80%) percent of the Votes in the Association are allocated and of Eligible Mortgage Holders Holding of record, mortgages on Units to which are allocated those percentages of the Votes in the Association as more particularly provided in Paragraph 11.5. Termination provided for in Section 1602-118 of the Act shall not bar the subsequent re-creation of the Condominium or another condominium with respect to the Property.

ARTICLE XIV INSURANCE

- 14.1 Policies. Commencing no later than the time of the first conveyance of a Unit to a Purchaser, the Executive Board on behalf of the Association shall obtain, or cause to be obtained, and shall maintain as a Common Expense, the policies of insurance described in Paragraphs 14.2 and 14.3 to the extent such policies shall be reasonably available from reputable insurance companies. To the extent that said insurance described in Paragraphs 14.2 and 14.3 is not reasonably available as described in the preceding sentence, the Executive Board, on behalf of the Association shall give written notice of that fact to the Unit Owners and the Eligible Mortgage Holders of Mortgages of their Units, by hand delivery securing a receipt therefore, or by prepaid United States mail, return receipt requested. To the extent that any of the insurance described in Paragraphs 14.2 and 14.3 shall become in the future not long available, the Association shall

obtain in substitution therefore, such comparable insurance as shall then be available. The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the property for the purpose of purchasing and maintaining the insurance described in Paragraphs 14.2 and 14.3, the collection and appropriate disposition of the proceeds thereof with any Insurance Trustee pursuant to the Insurance Trust Agreement as trustee for all Unit Owners and their Mortgagees as their respective interests may appear to hold any insurance proceeds in trust for disbursement as provided in Section 1603-113 (e) of the Act, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purposes.

- 14.2 Property and Liability Insurance. The Executive Board shall obtain and maintain as a Common Expense, a blanket-type insurance policy to cover the Common Elements. The Executive Board shall obtain and maintain as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Executive Board member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employers) covering all occurrences commonly insured against for death, bodily injury or property damage arising out of, or incident to, the maintenance, ownership or use of the Common Elements and or relating to any legal liability resulting from suites or actions related to employment contracts to which the Association is a party. Each Building Committee established pursuant to Section 9.1.1. shall obtain and maintain as a Limited Common Expense a blanket hazard insurance policy (or endorsement to the Association's blanket policy) to cover its Limited Common Elements.
- 14.3 Other Insurance. The Executive Board may obtain and maintain as a Common Expense:
- 14.3.1 Adequate fidelity coverage to protect against dishonest acts on the part of officers, members of the Executive Board, trustees and employees of the Association and all others, including the managing agent who handle, or are responsible for handling, funds of the Association.
- 14.3.2 To the extent practical, "directors and officers" liability insurance to satisfy indemnification obligations of the Association provided in Paragraph 128.2;
- 14.3.3 Such other insurance as the Executive Board may determine or as may be requested from time to time by a majority in voting interest of the Unit Owners.
- 14.4 Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain general liability insurance and insurance coverage for personal property with respect to activities undertaken upon and personal property located upon his Unit; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Executive Board, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board or to cause any insurance coverage maintained by the Board to be subject to contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation.

Each Unit Owner shall, at his own expense, obtain insurance for casualty and extended coverage for all structures, improvements and appurtenances located on his Unit, for his own benefit, with

insurance companies licensed to sell such insurance in the State of Maine, in amounts sufficient to make such coverage not subject to co-insurance provisions of such coverage for the repair and replacement of loss, casualty or damage to the Unit Owner's structures, improvements or appurtenances located on the Unit. Each Unit Owner shall secure such insurance coverage upon attaining ownership of a Unit and shall file with the Association, a Certificate from the insurance company or insurance companies providing such insurance. Said insurance coverage shall provide for notice of cancellation to the Association of no less than thirty (30) days. Each Unit Owner, by virtue of acquiring a Unit, appoints the Association its attorney-in-fact to pay premiums, deliver documents to take such action as may be required in order to maintain such insurance in event such insurance would otherwise lapse for failure to pay premiums or deliver documentation reasonably required by the terms of such insurance coverage, and to take further action as may be necessary in order to place and effect casualty and extended liability insurance with respect to the Unit Owner's structures, improvements or appurtenances located on the Unit should such Unit Owner fail to do so. The cost incurred by the Association, including, but not limited to, the payment of premiums and any legal expense incurred in connection with maintaining or placing such insurance upon the Unit Owner's Unit shall be treated as an assessment under Article 8 of this Declaration and subject to the collection and lien preference provisions therein paid.

**ARTICLE XV
CREATION OF ADDITIONAL UNITS, LIMITED COMMON ELEMENTS
AND/OR COMMON ELEMENTS; EXPANSION AND CONTRACTION OF
CONDOMINIUM**

- 15.1 Alteration of Units by Declarant. To the fullest extent permitted by law and applicable zoning, land use and environmental ordinances, regulations and statutes, the Declarant reserves the right, without the vote or consent of the Executive Board, any Unit Owner or any Mortgagee until all the Units have been conveyed to Purchasers, to change the size, number and location of unsold Units, roads and other improvements.
- 15.2 Contraction Assurances. The Declarant makes no assurances as to the boundaries or locations of the modified Units, buildings, roads or other improvements. No such modifications may be made to a Unit or its Limited Common Elements by Declarant, without consent, after such Unit has been conveyed to a Purchaser.

**ARTICLE XVI
CONVERSION OF DIVISIBLE UNITS INTO UNITS,
LIMITED COMMON ELEMENTS OR COMMON ELEMENTS**

- 16.1 Reservation and Assurances. Declarant reserves the Development Rights and options during the Declarant Control Period from time to time to designate Lot and Units in the Property and Addible Property as Divisible Lots or Divisible Units, to subdivide and to convert into Common Elements, to create one or more Lots, Units, Limited Common Elements, Common Elements or a combination of Lots, Units, Common Elements and Limited Common Element within, any or all portions of the Divisible Lot or Divisible Units, and to convert entirely into Common Elements, the Divisible Lots or Divisible Units, all in compliance with Sections 1602-110 and 1601-103(11) of the Act and this Declaration, without the consent of any Unit Owner or Mortgagee. This Development Right may be terminated prior to the seventh anniversary of the first sale of a first Unit only upon the recording by the Declarant of an appropriate amendment to this

Declaration and shall terminate with respect to each portion of a Divisible Unit upon the conveyance of that portion to a Purchaser. The Declarant may exercise this Development Right at any time, at different times, in any order, without limitation and without any requirement that any other Development Right reserved by the Declarant be exercised at any time. The Declarant makes no assurances as to the boundaries of the portions of the Divisible Lots or Divisible Units in which it may exercise this Development Right, the order in which the Declarant will exercise this Development Right and whether if the Declarant will so exercise this Development Right on any portion of the Divisible Lots or Divisible Units, it will exercise this Development Right on any or all other portions of the Divisible Lots or Divisible Units.

ARTICLE XVII
APPLICABILITY; COMPLIANCE AND DEFAULT; EMINENT DOMAIN

- 17.1 Applicability. This Declaration shall be applicable to the Property. All present and future Owners and tenants, their guest, licensees, servants, agents, employees and any other person or persons that shall be permitted to use a Unit or the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium (other than possession by a Mortgagee prior to either the completion of foreclosure or the acceptance of a deed to the Unit, subject to the Mortgage held by such Mortgagee) or the acceptance of a deed or conveyance (other than as security) or the entering into of a lease or occupancy of any Unit shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.
- 17.2 Compliance.
- 17.2.1. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.
- 17.2.2. The Executive Board and committees appointed by the Executive Board in accordance with the By-Laws, shall have the power to adopt, amend and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate.
- 17.2.3. Failure by a Unit Owner to comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time, shall entitle the Executive Board or a committee appointed by the Executive Board to (a) sue for the recovery of damages or (b) sue for injunctive relief or (c) to enter the Unit in which, or as to which, such violation or breach exists and

summarily to abate and removed, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass, provided however, that the Executive Board or such committee must institute appropriate judicial proceedings before they may alter or demolish any items of constructions, or (d) any two or more of the foregoing. Such relief shall not be exclusive of other remedies provided by law. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents or rules and regulations adopted pursuant thereto, as the same may be amended from time to time, the Executive Board or such committee, if the prevailing party, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

17.2.4. The failure of the Executive Board, or any committee appointed by the Executive Board, to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17.3 Eminent Domain. If all or part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall notify the Owners and Eligible Mortgage Holders of the Units affected. Any award shall be disbursed pursuant to Paragraph 5.1. If any Unit or portion thereof shall be so taken or condemned, the Owner of the Unit or its Eligible Mortgage Holder, if any, shall be entitled to receive the condemnation award unless otherwise agreed to in writing.

ARTICLE XVIII LIMITATION OF LIABILITY

18.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees (including for the purposes of this Article XVIII, without limitation, any member of a Building Committee or other committee appointed by the Executive Board):

18.1.1 Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each instance, such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

18.1.2 Shall not be liable to the Unit Owners a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

18.1.3 Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction

entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

- 18.1.4 Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customer or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests to a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- 18.1.5 Shall have not personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- 18.1.6 Shall have not personal liability arising out of the use, misuse or condition of the Common Elements, or which might in any other way be assessed against or imputed to the Executive Board members as a result of, or by virtue of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.
- 18.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners, and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners otherwise.
- 18.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the Officers, employees, or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners, and such complaints shall be defended by the Association. The Unit Owners shall have not right to participate in such defense other than through the Association.
- 18.4 Limited Liability of Declarant. Declarant shall not be liable to the Unit Owners or to the Association as a result of the Declarant's action or inaction pertaining to the exercising, or the lack thereof, of any of its discretionary rights or powers granted within this Declaration.

ARTICLE XIX

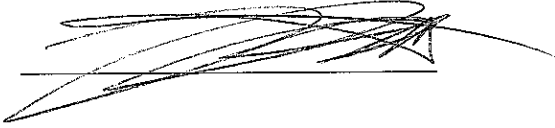
GENERAL PROVISIONS

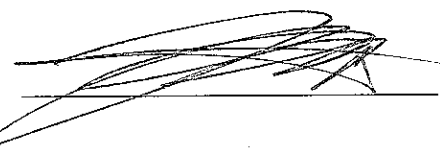
- 19.1. No Obligations to Complete. Nothing contained in the Declaration or the Plats and Plans, do or shall be deemed to, impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any roads, amenities or other improvements to the Property except to the extent required by the Act.
- 19.2. Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices are attached to this Declaration for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of this Declaration. References in this Declaration to Articles, Paragraphs, subparagraphs and schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration and are an integral part of this Declaration. Any Exhibits are attached to this Declaration for purposes of identification only and shall not for any purposes or reasons, be deemed as part of this Declaration.
- 19.3. Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the singular and the use of any one gender shall be deemed applicable to both genders.
- 19.4. Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner, the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect if such invalid provision had never been included herein.
- 19.5. Other Declarant Rights. The Declarant reserves the right, until the sale of all the Units to:
- (a) Install and maintain signs and lighting for sales or leasing.
 - (b) The Declarant may at any time, or from time to time, assign or delegate its rights hereunder to a successor Declarant or to the Association by a written instrument recorded in the Cumberland County Registry of Deeds. If Declarant ceases to exist or for any reason becomes legally unable to exercise its rights or duties hereunder, such rights and duties may be exercised by the Association.

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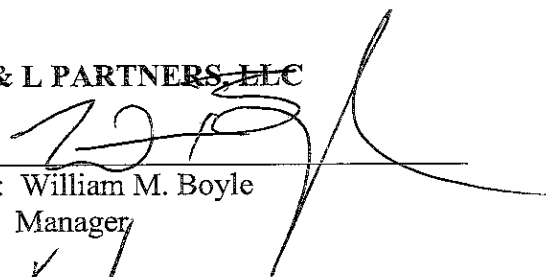
IN WITNESS WHEREOF, **B & L PARTNERS, LLC**, as Declarant has caused this Declaration to be executed and sealed in its name by its authorized signatories hereunto, duly authorized as of the date and year first above written.


WITNESS





B & L PARTNERS, LLC


By: William M. Boyle
Its: Manager



By: Jay Levesque
Its: Manager

State of Maine
Cumberland County, ss

Date: April 22, 2005

Then personally appeared the above-named William M. Boyle and Jay Levesque, Managers of said **B & L Partners, LLC** and acknowledged the foregoing to be his/her/their/its free act and deed in their said capacities and the free act and deed of said **B & L Partners, LLC**.

Before me,


Notary Public/Attorney at Law
Printed Name: Richard N. Bryant, Esq.
My commission expires: _____

SCHEDULE A-1
Description of Property

A certain lot or parcel of land, with the buildings thereon, situated easterly and adjacent to Riverside Street in the City of Portland, County of Cumberland and State of Maine, and more particularly bounded and described as follows, to wit:

Beginning at a point on the easterly sideline of Riverside Street at the southwesterly corner of land now or formerly of Mainely Investments by deed recorded in the Cumberland County Registry of Deeds in Book 9365, Page 311;

Thence running South 19°54'44" West along Riverside Street seventy-eight and forty-four hundredths (78.44) feet to land now or formerly of Sharon Newton by deed recorded in Book 15890, Page 104;

Thence, turning and running South 58°19'07" East along said Newton land and land now or formerly of Riverside Welders, LLC by deed recorded in Book 11934, Page 41, five hundred seventy five and twenty eight hundredths (575.28) feet to a point;

Thence continuing along the same course South 58°19'07" East and said Riverside Welders land three hundred twenty (320.00) feet to a point;

Thence continuing along the same course South 58°19'17" East along said Riverside Welders land twenty (20.00) feet to a point;

Thence turning and running North 39°40'49" East approximately one hundred seventy-five and thirty-two hundredths (175.32) feet to land now or formerly of Brian & Sandra Ingraham by deed recorded in Book 10159, Page 241;

Thence turning and running North 58°19'07" West along said Ingraham land two hundred twenty seven and seventy-eight hundredths (227.78) feet to a point;

Thence continuing North 58°19'07" West along said Ingraham land and land now or formerly of Daniel and Nancy Brown by deed recorded in Book 6295, Page 109 three hundred three and eighty-nine hundredths (303.89) feet to the northeasterly corner of said Mainely Investments land;

Thence turning and running South 27°49'33" West by said Nelson land ninety-three and thirty hundredths (93.30) feet to a point;

Thence turning and running North 61°24'34" West by said Nelson land one hundred and eighty-nine hundredths (100.89) feet to the easterly sideline of Riverside Street and the point of beginning.

Reference is hereby made to a plan entitled "Condominium Plan, Rainmaker Business Park Condominium, Phase #1, 585 Riverside Street, Portland, Maine," by Boundary Engineering Survey Technology, made for B& L Partners, dated April 20, 2005 to be recorded in the Cumberland County Registry of Deeds.

SCHEDULE A-2
Easements and Licenses

The Common Areas of the Property are subject to reserved easements by Declarant, in common with the Association and Unit Owners, for vehicular and pedestrian access, utilities and storm drainage, as well as shared directory signage adjacent to Riverside Street, over and under the driveways, utility systems and storm drainage system or common signage facilities now or in the future existing within the Common Area, for the benefit of the Addible Land as described in the Declaration and shown on "Condominium Plan, Rainmaker Business Park Condominium, Phase #1, 585 Riverside Street, Portland, Maine," by Boundary Engineering Survey Technology, made for B& L Partners, dated April 20, 2005, whether or not such Addible Property is declared by Declarant to be included within the Condominium as Phase #2, and including within the benefited estate (only when and if acquired by Declarant) that portion of the Addible Land not under Declarant's ownership or control as of the execution of the Declaration. If such Addible Property is developed but is not declared to be included within the Condominium as Phase #2, such reserved common easement rights may be exercised only upon the owner of the benefited estate agreeing to reimburse the Association a reasonable share of the cost of maintenance, repair and replacement of the roads, utilities and drainage system and common signage facilities.

With respect to that portion of the Addible Land owned by the Declarant as of the execution of the Declaration, such Addible Land is hereby declared to be subject to an easement appurtenant to the Property for the benefit of the Unit Owners acting through the Association, for the use, maintenance, repair and replacement of the stormwater drainage system infrastructure (including culverts, outlet structure/treatment tank and emergency spillway) serving the Condominium and reflected upon said Condominium Plan, subject to (i) the obligation of the Association to maintain such system in good order and repair and in compliance with applicable permits and law, and (ii) the right of the Declarant to modify or relocate such drainage system infrastructure in compliance with applicable permits and law in connection with the development of the Additional Land (including such Addible Land as is not now under Declarant's ownership and control, if and when subsequently acquired by Declarant), and without materially and adversely affecting the function of the stormwater drainage system with regard to the Property. If such Addible Property is developed but is not declared to be included within the Condominium as Phase #2, and in connection with such development the drainage system infrastructure upon the Addible Property serving the Condominium is modified or relocated, the Association shall continue to be responsible for the maintenance, repair and replacement thereof, provided that a reasonable share of the cost shall be borne by the owner of the Additional Property and the cost of maintaining any additional capacity of such modified or relocated system beyond the design capacity originally constructed to serve the Condominium shall be borne solely by the owner of the Additional Property.

NOTE: The septic system easement granted over the Property by deed of Cave Enterprises to James Robinson & Stephen Vose recorded in Book 8339, Page 160 of the Cumberland County Registry of Deeds, and referenced in Note 4 of the Condominium Plan entitled "Rainmaker Business Park Condominium, Phase #1, 585 Riverside Street, Portland, Maine" by Boundary Engineering Survey Technology and dated April 20, 2005, has been extinguished by its terms upon the extension of City of Portland sewer lines providing service for Riverside street which became functional in December 2004.

SCHEDULE A-3
Addible Property

Two certain lots or parcels of land, adjacent to each other, situated easterly of but not adjacent to Riverside Street in the City of Portland, County of Cumberland and State of Maine, and more particularly bounded and described as follows, to wit:

Parcel 1: Addible Property Owned by Declarant:

Beginning at the southeasterly most point of Lot 3, so-called, as shown on "Condominium Plan, Rainmaker Business Park Condominium, Phase #1, 585 Riverside Street, Portland, Maine," by Boundary Engineering Survey Technology, made for B& L Partners, dated April 20, 2005, and to be recorded in the Cumberland County Registry of Deeds together herewith;

Thence South 58°19'07" East along the northerly boundary of land now or formerly of Riverside Welders, LLC by deed recorded in Book 11934, Page 41, twenty (20.00) feet to the POINT OF BEGINNING;

Thence South 58°19'07" East along said Riverside Welders land two hundred seventeen and thirty-seven hundredths (217.37) feet to a point;

Thence turning and running North 54°07'56" East along said Riverside Welders land one hundred eighty-two and ninety-three hundredths (182.93) feet to the southeasterly corner of land now or formerly of Brian and Sandra Ingraham by deed recorded in Book 10159, Page 241;

Thence turning and running North 58°10'07" West by said Ingraham land two hundred eighty-nine and forty-six hundredths (289.46) feet to a point marking the northeasterly corner of Phase #1 as shown on said Condominium Plan;

Thence turning and running South 31°40'49" West along said Phase #1 as shown on said Condominium Plan approximately one hundred seventy-five and thirty-two hundredths (175.32) feet to the POINT OF BEGINNING.

Parcel 2: Addible Property Not Owned by Declarant *(NOTE: Inclusion of such abutter's land in this Schedule as Addible Property potentially included in Phase #2 of the Condominium is not intended to imply that such land is currently under any ownership or control of Declarant or subject to any right of Declarant to acquire such land. The Declaration and this Schedule are not intended to impose any encumbrance upon such abutter's land nor limit in any manner the rights of such abutting owner to full use and enjoyment thereof.)*

Beginning at the southeasterly most point of Parcel 1 above, as shown on said Condominium Plan, thence South 58°19'07" East along the northerly boundary of an easement over said Riverside Welders land held by the Portland Water District by deed recorded in Book 2163, Page 204, to land now or formerly of the Maine Turnpike Authority;

Thence in a northeasterly direction along said Maine Turnpike Authority land to a pin marked PLS 2317 marking the northeasterly corner of said Riverside Welding land;

Thence in a northwesterly direction along said Maine Turnpike Authority land to a pin marked PLS 2317 and said Ingraham land;

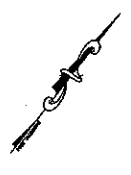
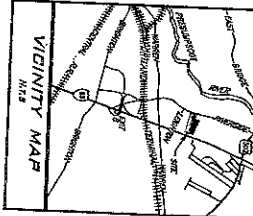
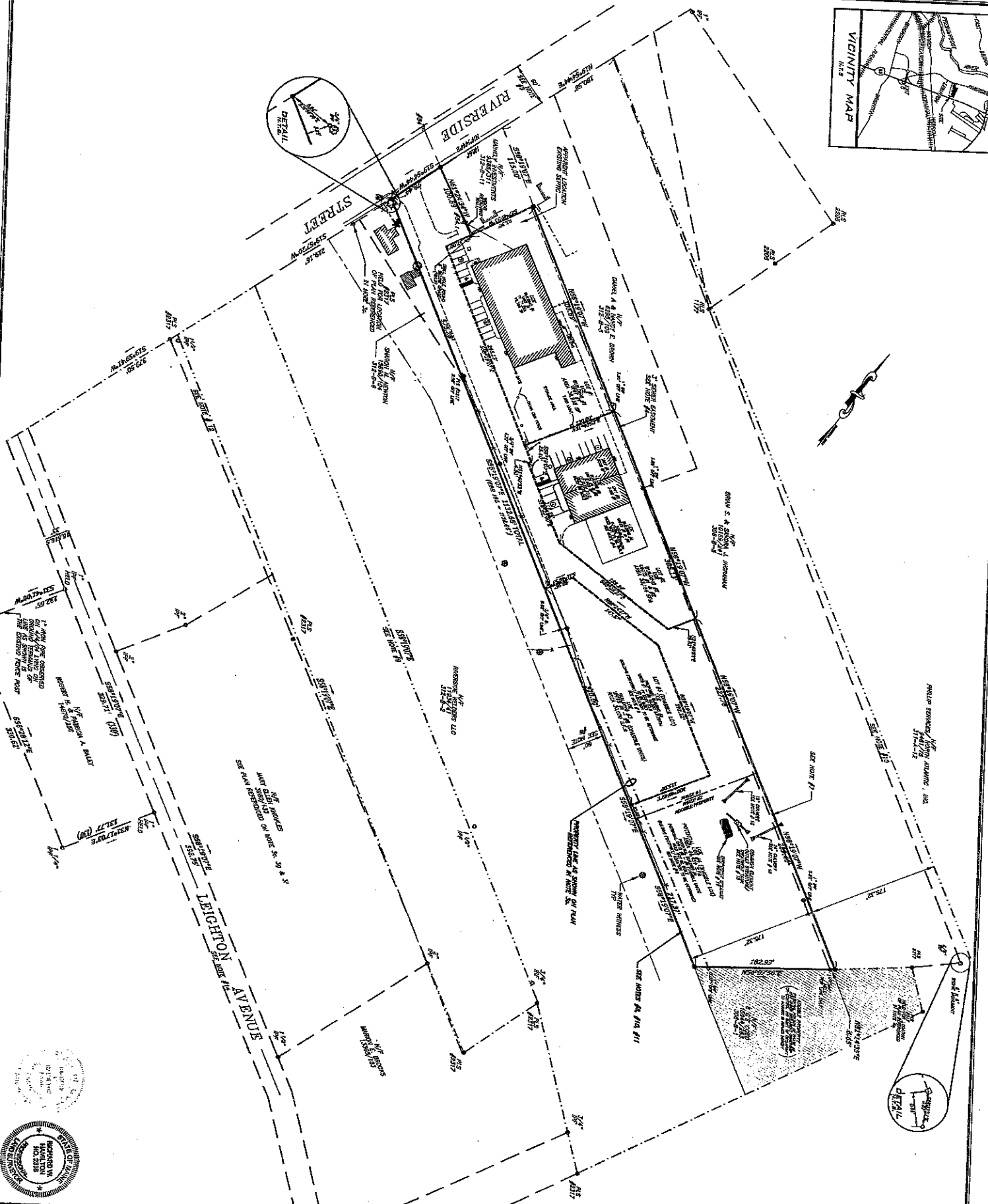
Thence turning and running southwesterly along said Ingraham land to the northeasterly corner of Parcel 1 above;

Thence South $51^{\circ}14'35''$ West along Parcel 1 above six and sixty-five hundredths (6.65) feet to a iron pipe found;

Thence turning and running South $54^{\circ}07'56''$ West along Parcel 1 above one hundred eighty-two and ninety-three hundredths (182.93) feet to the POINT OF BEGINNING

Parcel 1 and Parcel 2 above are shown on said Condominium Plan as "Addible Property" potentially to be included with Phase #2 of Rainmaker Business Park Condominium.

SCHEDULE B
Reduced Plats and Plans



LEGEND

- SET POINT WITH PLACING OR SURROUND
- ROAD BOUNDARY (DIMENSION AS NOTED)
- HINGED SIGN POST (ONLY FROM ROAD) (SIZE AS NOTED)
- UTILITY POLE
- TREE, BUSHES
- FENCE, CONTAINERS
- LIGHTS, CHIMNEY, GUMMETS ASSOCIATED TO THIS UNIT PROVISIONS

(SEE ALSO) DIMENSIONED BOUNDARY POINTS ONLY

- Hatched Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)
- Dotted Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)
- Stippled Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)

— Hatched Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)

— Dotted Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)

— Stippled Area: SIGN UNIT FRONT (ONLY) FROM MAIN DRIVE (ONLY)

NOTES

1. THIS PLAN WAS PREPARED BY THE SURVEYOR AND THE ENGINEER IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT STATUTES AND REGULATIONS. THE SURVEYOR'S AND ENGINEER'S SEAL AND SIGNATURE ARE AFFIXED TO THIS PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE RELEVANT STATUTES AND REGULATIONS.

2. THE SURVEYOR HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED TO HIM BY THE CLIENT IS TRUE AND CORRECT.

3. THE SURVEYOR HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED TO HIM BY THE CLIENT IS TRUE AND CORRECT.

4. THE SURVEYOR HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED TO HIM BY THE CLIENT IS TRUE AND CORRECT.

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9. THE SURVEYOR HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED TO HIM BY THE CLIENT IS TRUE AND CORRECT.

10. THE SURVEYOR HAS CONDUCTED A SURVEY OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED TO HIM BY THE CLIENT IS TRUE AND CORRECT.

CONDOMINIUM PLAN
RAINMAKER BUSINESS PARK CONDOMINIUM
 888 RIVERSIDE STREET
 PORTLAND, MAINE
 CUMBERLAND COUNTY

SCALE: 1" = 60'

APRIL 20, 2005

DAVID L. BARNES, L.L.C.
 REGISTERED PROFESSIONAL ENGINEER
 REGISTERED PROFESSIONAL SURVEYOR

BOUNDARY ENGINEERING SURVEY TECHNOLOGY
 1200 WASHINGTON AVENUE
 PORTLAND, MAINE 04102
 TEL: 603-533-8800
 FAX: 603-533-8801
 WWW.BESTSURVEYING.COM

SCHEDULE C
Identification of Units, Allocated Interests and Votes

<u>Building / Unit No.</u>	<u>Size (Approx.)</u>	<u>Common Element Interest</u>	<u>Vote(s)</u>
PHASE #1:			
Building #1 on Lot #1	12,756 square feet	40.94%	[9 Total]
Unit #1	12,756 square feet		9
Building #2 on Lot #2	6,400 square feet	20.54%	[4 Total]
Unit #1	3,000 square feet		2
Unit #2	3400 square feet		2
Building #3*	12,000 square feet	38.52%	[8 Total]
Units #1 – #8*	12000 square feet		TBD
PHASE #2:			
	ADDIBLE PROPERTY NEED NOT BE BUILT		
Building #4*			
	Units #1 – #9* NEED NOT BE BUILT		

* NOTE: The above represents Declarants' current development intention regarding Phases #1 and #2. Lot #3 and Potential Lot #4 are Divisible Lots and Building #3 and Potential Building #4 contain Divisible Units. Pursuant to Article III, Section 3.1 of the Declaration, Declarant has reserved the right to create more than one Lot out of any Divisible Lot, provided each Lot contains no more than one Building thereon. The maximum number of Lots in Phases #1 and #2 is five and the maximum number of Buildings in Phases #1 and #2 is five. Declarant has reserved the right to create any number of Units within such Divisible Units, up to a maximum number of thirty Units in Phases #1 and #2. Once created by Declarant, any Unit may be subdivided or combined with another Unit by the respective Unit Owner(s) in compliance with the Act, the Declaration and applicable zoning. If Declarant exercises its right to declare Phase #2 or to change the number of Lots, Buildings or Units, the Common Element Interest and Vote of each Unit shall be adjusted by amendment of this Schedule. In any instance, each Unit shall be entitled to a minimum of one vote in the Association.

Received
Recorded Register of Deeds
Apr 23, 2005 03:35:06P
Cumberland County
John B OBrien