

DECLARATION OF CONDOMINIUM

OF

REED SCHOOL CONDOMINIUM

May 8, 2018

This Declaration of Condominium (the "Declaration") is executed and recorded pursuant to the Maine Condominium Act (the "Act"), 33 M.R.S.A. Sections 1601-101 et seq., which statute is incorporated herein by reference. There is hereby created, pursuant to the terms of the Act and this Declaration, Reed School Condominium and Reed School Condominium Association (the "Association"), a Maine non-profit corporation under Title 13-B of the Maine Revised Statutes Annotated.

1. Declaration and Description of Condominium.

(a) Reed School LLC, a Maine limited liability company with a place of business in Portland, Maine (the "Declarant") hereby submits that certain parcel of land, and the buildings and improvements thereon, located at 19 Libby Street in the City of Portland, Cumberland County, Maine, described in Schedule A attached hereto and made a part hereof, together with all easements, rights and appurtenances thereto (collectively the "Premises") to the provisions of the Act and hereby creates with respect to the Premises a condominium, as defined in the Act, referred to in this Declaration as the "Condominium." The name of the Condominium is "Reed School Condominium" and the address of the Condominium is 19 Libby Street, Portland, Maine, 04101.

(b) The Premises are subject to:

(i) The easements, covenants, restrictions and reservations contained in and created by this Declaration and the Bylaws of the Association.

(ii) All matters shown on the Condominium Plat prepared by Archetype, P.A., dated May 1, 2018 (the "Plat") and Plans (four sheets total) prepared by Archetype, P.A., dated March 30, 2018, entitled "Reed School Condominium Plans " (the "Plans;" the Plat and the Plans are referred to collectively as the "Plat"), to be recorded in the Cumberland County Registry of Deeds herewith.

(iii) All easements and encumbrances described in Schedule A attached hereto and made a part hereof.

(iv) The Level 1 Site Alteration approval, and all conditions thereof, of the Portland Planning Board, dated January 22, 2018 (the "Site Plan Approval").

2. Definitions. The terms hereinafter defined shall have the meanings as hereinafter set forth. Any term not defined herein shall have the meaning accorded it by the Act.

(a) "Allocated Interests" means the undivided interests in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit Owner.

(b) "Association" means Reed School Condominium Association.

(c) "Common Elements" means all portions of the Premises other than the Units and Limited Common Elements. Without limiting the generality of the foregoing, the driveways, parking areas, walkways, appurtenant easements described in Schedule A, open space, [dumpster,] and common wall separating Unit 1 and Unit 2, all as shown on the Plat, are Common Elements. All Common Elements are subject to the provisions set forth below.

(d) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves. To the greatest extent possible, unless otherwise provided in this Declaration, each Unit Owner shall be responsible for paying all costs and expenses associated with its ownership and use of its respective Unit.

(e) "Common Expense Liability" means liability for Common Expenses allocated to each Unit pursuant to Section 1602-107 of the Act.

(f) "Declarant" means Reed School LLC and its successors and assigns.

(g) "Eligible Mortgage Holder" means any holder of a recorded first mortgage on a Unit which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage.

(h) "Executive Board" means the body designated in the Bylaws to act on behalf of the Association.

(i) "Limited Common Elements" means those portions of the Common Elements allocated by the Declaration and the Act for the exclusive use of one of the Units. At present, the parking spaces allocated in Section 5 (b) below are Limited Common Elements in the Condominium. In addition, the Limited Common Elements allocated to Unit 1 also include (i) "playground" and "toddler playground" shown on the Plat and (ii) the space located between the building and such playgrounds shown on the Plat.

(j) "Unit" means a unit of the Condominium as described herein and as shown on the Plat.

(j) "Unit Owner" means the Declarant or other Owner(s) of a Unit.

3. Description of Condominium; No Reserved Rights. The Condominium is made up of land and two buildings connected to each other, the original two-story brick school building built in 1926 (sometimes referred to herein as the "Original Building") and a single story addition built in 1950 (sometimes referred to herein as the "1950 Building"), together with related improvements. The 1950 Building is designated as Unit 1 and the Original Building is designated as Unit 2. The location and dimensions of the Units, and the layout, location, dimensions, and the unit numbers of the Units, and the description and location of the Common Elements and the Limited Common Elements are shown on the Plat. Brick and wood are the principal materials of which the Units are built. The Declarant does not reserve the right to add land to the Condominium, to add Common Elements to the Condominium, or to add additional units to the Condominium. Nothing contained in this Section shall prohibit the owner of Unit 2 from redeveloping Unit 2 for any lawful purpose.

4. Description of Units, Unit Boundaries, Allocation of Common Element Interests, Unit Boundaries and Maintenance.

(a) Description of Units. Unit 1 comprises the 1950 Building. Unit 2 comprises the Original Building. The maximum number of Units to be created pursuant to this Declaration is two (2) Units.

(b) Unit Boundaries. The boundaries of each Unit created pursuant to this Declaration are situated as shown on the Plat and Plans and shall consist of:

(i) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

A. *Upper Boundary:* The exterior surface of the roof of each Unit.

B. *Lower Boundary:* The exterior surface of the foundation or slab of each Unit, including all footings with respect thereto, each Unit to include all portions of said foundations and footings .

(ii). Vertical Boundaries: Except with respect to the common boundary between Unit 1 and Unit 2, the vertical boundaries of each Unit are the vertical planes,

extended to intersections with each other and with the Unit's upper and lower boundaries, of the exterior finished surface of the exterior walls bounding the Unit and all other components thereof. The common vertical boundary between Unit 1 and Unit 2 shall be a vertical plane extending to intersections with each Unit's upper and lower boundaries and with the other vertical boundaries of the Units, all as more particularly shown on the Plat and Plans. Boundary lines shall also be, and the Units shall include, the exterior surfaces of doors, windows and glass walls of the respective Units, and their frames, sills and thresholds, where applicable.

(iii) Components and Mechanical Systems; Easements. Each Unit shall have and include independent mechanical systems serving such Unit, including but not limited to heating and cooling systems; hot water systems and lines, pipes and conduits; communications systems and lines, wires and conduits; electrical lines, wires conduits, receptacles and junction boxes; gas lines, pipes and conduits and water and sewer lines, pipes and conduits serving each Unit. Each Unit Owner is solely responsible for maintaining, repairing and replacing all mechanical and utility systems within its Unit. All maintenance, repair and replacement shall be done in such a manner as not to damage the other Unit or the Common Elements. To the extent any utility line, pipe, chute, conduit or other device lies outside a Unit but benefits a Unit, the Unit Owner so benefited is hereby granted an easement for the installation, repair, replacement and maintenance of such utility line, pipe, chute, conduit or other device, and the benefited Unit Owner may enter such areas (including the other Unit and the Common Elements) to perform such installation, repair, replacement and maintenance provided such entry does not unreasonably interfere with the other Unit Owner's use and enjoyment of its Unit, and provided further that the benefited Unit Owner shall perform such installation, repair, replacement and maintenance in a good and workerlike manner and shall promptly and fully repair all areas so entered to their condition existing immediately prior to the performance of such installation, repair, replacement or maintenance.

(c) The areas within the boundaries of a Unit may be altered, modified or enlarged by the Unit Owner, provided such alteration does not encroach upon the other Unit, upon any Common Element or upon any Limited Common Element allocated to the other Unit, and further provided that the Unit Owner complies with all laws, ordinances and regulations of the City of Portland and the provisions of the Maine Condominium Act. Neither Unit Owner may expand its Unit beyond the boundaries created in this Section 4 unless the other Unit Owner consents thereto in writing.

(d) Percentage Interests. Each Unit shall be allocated a percentage of undivided interests in the Common Elements and in the Common Expenses of the Association. The Allocated Interest for each Unit is shown on Schedule B attached hereto. The undivided interests in Common Elements and shares of Common Expense liability have been determined on the basis of the approximate relative square footages of each of the 1950 Building and Original Building. Notwithstanding such different square footages, each Unit has been allocated one vote in the Association.

(e) Maintenance of Units. Each Unit Owner shall be responsible for the maintenance of its respective Unit and mechanical systems.

5. Common Elements and Limited Common Elements.

(a) Maintenance of Common Elements. The Association shall maintain, repair and replace all Common Elements, including but not limited to driveways, parking areas, open spaces and walkways, light fixtures, surveillance cameras and equipment, if any, on the Property, and drainage systems on the Property. Without limiting the generality of the foregoing, the Association shall be responsible for snowplowing, salting, sweeping and sanding all driveways, walkways (including City sidewalk adjacent to said Property) and parking areas, with all costs for the foregoing to be included as Common Expenses. The Association shall assess as a Common Expense the Common Expenses associated with the maintenance, repair or replacements of such Common Elements. Notwithstanding the Allocated Interests set forth in Schedule B hereto, the Common Expense liability for the parking areas and driveways on the Premises shall be allocated on the basis of the total number of parking spaces allocated to each Unit Owner under this Declaration, as follows: 12% to Unit 2 and 88% to Unit 1.

(b) Limited Common Elements. Unit 2 is allocated 9 parking spaces, two handicapped spaces are allocated a Common Elements as shown on the Plat, and Unit 1 is allocated the remaining parking spaces, as shown on the Plat. The Owner of Unit 2 and its tenants, guests and invitees may use parking spaces allocated to Unit 1 during non-business hours and on weekends and holidays, but only if such use in no way interferes with the use by the Owner of Unit 1, its tenants guests and invitees, of the parking spaces allocated to Unit 1; the Owner of Unit 1 may set reasonable restrictions on such use by written notice to the Owner of Unit 2. Limited Common Elements shall include those parking spaces allocated to each of the Units as set forth above and as shown on the Plat. The Association shall be responsible for maintenance, repair and replacement of those parking spaces allocated as Limited Common Elements. Common Expense liability for the parking spaces is as set forth in subsection (a) above. As noted above, the Limited Common Elements allocated to Unit 1 also include (i) "playground" and "toddler playground" shown on the Plat and (ii) the space located between the building and such playgrounds shown on the Plat.. Except for the parking spaces, any expense associated with the maintenance, repair or replacement of a Limited Common Element that is not paid or incurred directly by the responsible Unit Owner shall be assessed against the Unit Owner to which that Limited Common Element is allocated. Any common expense benefiting only one Unit shall be assessed exclusively against the Unit benefited. Nothing in this Section shall prohibit a Unit Owner from undertaking repairs or maintenance of the Limited Common Elements appurtenant to his or her Unit. No Limited Common Element may be used by its Unit Owner in such a way as to deprive the other Unit Owner of the reasonable use and enjoyment of its Unit. Notwithstanding the allocation of the space located between the buildings and such playgrounds to Unit 1 as a Limited Common Element, both Unit 1 and Unit 2 shall have the right to reasonable use of that space for the purpose of accessing the electrical transformer presently located in that space for the purposes of maintenance, repair, replacement or making electrical connections thereto. Any use of said space for any of these purposes by Unit 2 or its agents shall be conducted in such a manner which minimizes the disruption to the owner of Unit 1 and its tenants. Any Unit Owner making use of said space for these purposes shall after repairing,

maintaining, replacing or making electrical connections to the transformer restore said space to substantially the same condition said space was in before such use.

6. Easements and Other Matters.

(a) Structural Support. With respect to the common wall separating Unit 1 from Unit 2, each Unit Owner shall have an easement to the extent necessary for structural and subjacent support over the other Unit, and each Unit and the Common Element dividing wall shall be subject to an easement for structural and lateral support in favor of the other Unit.

(b) Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of the buildings, or if the buildings or Units are not constructed precisely in accordance with the dimensions shown on the Plat or otherwise except as a result of the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the use and maintenance of the same shall exist for so long as the encroachment shall exist. In the event that the buildings shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then are rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of either Unit upon the other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the use and maintenance thereof shall exist so long as such building as so rebuilt shall stand.

(c) Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements, if any) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which enter or encroach into the Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Units or the building or impair or structurally weaken the Units or the building; (2) for driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Units or the building or impair or structurally weaken the Units or the building; (3) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, and other wiring and cables for communication and computer operations and all other utility lines and conduits which are a part of or serve either

Unit and which pass across or through a portion of the Common Elements or Limited Common Elements, if any, provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Units or the building or impair or structurally weaken the Units or the building, and the Unit is restored to its original condition after any work; and (4) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of the other Unit or any Common Elements or Limited Common Elements on the date this Declaration is recorded or is thereafter installed by either Unit Owner.

(d) The Executive Board shall not establish any rule or regulation depriving either Unit Owner or their respective successors, assigns, tenants, agents and invitees of reasonable ingress and egress to and from its Unit, the Premises and Common Elements or Limited Common Elements, and the adjoining public streets. Each Unit shall have an easement in common with the other Unit to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving one Unit and located in the Common Elements or in the Limited Common Elements appurtenant to the other Unit. Each Unit shall be subject to an easement in favor of the other Unit to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in such Unit serving the other Unit. The Executive Board shall have the right to grant to third parties such additional utility easements as shall be deemed reasonable by the Executive Board in connection with the supply of utility services to the Units and/or the Common Elements.

7. Role of Executive Board; No Rights Reserved by Declarant.

Subject to the provisions of the Act, this Declaration and the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The Declarant does not reserve any Declarant Control or other rights hereunder. The affairs of the Association shall be governed by an Executive Board composed of four (4) natural persons. Each Unit Owner may designate two representatives to serve as Executive Board members. The act of a majority of the members of the Executive Board present at a meeting at which a quorum is present shall be deemed the act of the Executive Board. Deadlocks of the Executive Board shall be handled as provided in the Bylaws.

8. Amendment and Termination.

(a) This Declaration may be amended only in accordance with the procedures specified in Section 1602-117 of the Act and this Declaration. No amendment may change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the Limited Common Elements allocated to either Unit without the unanimous consent of both Unit Owners. No amendment may change the boundaries of a Unit unless the Eligible Mortgage Holders as to both Units consent in writing. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns, shall join in the execution of such amendment.

(b) The Condominium shall not be terminated except by unanimous consent of the Unit Owners and Eligible Mortgage Holders. In addition, the Condominium shall not be terminated unless the Unit Owners make provisions so that each Unit either:

(i) is located on a lot of land owned by the Unit Owner that meets all applicable federal, state and local land use laws, rules, ordinances and regulations; or

(ii) is located on such a lot of land leased to the Unit Owners pursuant to a ground lease.

9. Reed School Condominium Association. Pursuant to the Act, the Association shall be Reed School Condominium Association. The address of the Association is c/o Children's Odyssey, 110 Davis Farm Road, Portland, Maine 04103. The Unit Owners of both Units shall be members of the Association. Use, occupancy and enjoyment of the Condominium shall be subject to the terms and conditions of the Bylaws, this Declaration and the Act. Both Units are subject to assessment for common expenses of the Association.

10. Repair, Restoration, Use and Occupancy of Units and Common Elements -- Restrictions Thereon.

The repair, restoration, occupancy and use of the Condominium shall be subject to the following restrictions:

(a) The Units, Limited Common Elements and Common Elements shall be used, repaired, maintained and replaced at all times in compliance with all applicable federal, state and local laws and approvals and this Declaration.

(b) Subject to any required governmental approvals, the Owner of Unit 2 shall have the right to subdivide Unit 2 into up to 8 units, to be used for residential purposes. The Owner of Unit 2 shall at its expense cause to be prepared an amendment to this Declaration to accomplish such division, and the Owner of Unit 1 shall not unreasonably withhold, delay or condition its approval of such amendment. Without limiting the generality of the foregoing, it shall be deemed reasonable for the Owner of Unit 1 to withhold its consent to any such amendment which reallocates the parking spaces or area or causes additional costs (including without limitation insurance) attributable to the residential use of Unit 2 to increase the Association budget without specifically allocating those costs to Unit 2.

(c) Furthermore notwithstanding anything to the contrary set forth in this Declaration:

(i) Any change by the Declarant or its successors or assigns to Unit 2 or any Common Element or change to the appearance of any other portion of the Condominium property within 5 years of Unit 1 being placed in service shall require (a) appropriate submittals to the Maine Historic Preservation Commission ("MHPC") and U.S. Department of Interior, National Park Service ("NPS") describing the proposed work; (b) MHPC and NPS approval for such work prior

to the start of any construction work; and (c) that all such work shall be done in a manner consistent with the MHPC and NPS approval; and

(ii) In the event that Unit 2 is later developed using the Federal and/or Maine historic tax credit, then any change by the Declarant or its successors or assigns to Unit 1 or any Common Element or change to the appearance of any other portion of the Condominium property within 5 years of Unit 2 being placed in service shall require (a) appropriate submittals to the MHPC and NPS describing the proposed work; (b) MHPC and NPS approval for such work prior to the start of any construction work; and (c) that all such work shall be done in a manner consistent with the MHPC and NPS approval.

11. Budget; Common Expenses; Assessments and Enforcement.

(a) Budget Ratification Vote. In accordance with Article V of the Bylaws of the Association, the Executive Board shall propose a budget for the Condominium, which budget shall be submitted to the Unit Owners for ratification. At the budget ratification meeting, unless Unit Owners unanimously reject the budget, it shall be adopted.

(b) Monthly Assessments. All Common Expense assessments, if any, including but not limited to outdoor lighting and snow plowing, sanding, shoveling, made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month, the first such assessment to be made for the first month of the first fiscal year as determined by the Executive Board of the Association under Article V of the Bylaws. If they both agree, the Unit Owners may elect to pay their assessments in a manner other than monthly. The first regular assessment, if any, shall be made no later than sixty (60) days after the conveyance of Unit 2 to a party other than Declarant. Special assessments, if any, shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

All assessments unpaid for longer than ninety (90) days after their due date shall constitute a lien on the Unit against which such assessment is made. Payments for assessments which are more than ninety (90) days late shall, at the option of the Association, accrue interest at a rate established by the Association.

(c) Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Article 3 of the Act, shall be subordinate to: (i) the lien of any mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent; and (ii) any mortgage held by the Declarant or a successor of the Declarant.

(d) Surplus. Any surplus funds of the Association remaining after payment of, or provision for, Common Expenses including provisions for a working capital fund and/or reserve fund shall be held by the Association and shall be credited to the Units on a pro rata basis to reduce their future Common Expense assessments.

(e) Limited Common Expenses. Limited Common Expenses are those Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element. Limited Common Expenses shall be assessed against the Unit to which that Limited Common Element has been assigned. Any Common Expense benefiting only one Unit shall be assessed exclusively against the Unit benefited as a Limited Common Expense.

12. Rights of Eligible Mortgage Holders and Others.

(a) The Association shall send reasonable prior written notice, being a minimum of 30 days prior written notice, by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of any matters required pursuant to Section 1602-119 of the Act.

(b) In the event of the consideration by the Association of any of the following matters:

(i) the termination of the Condominium pursuant to section 1602-118 of the Act;

(ii) a change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

(iii) the merger or consolidation of the Condominium with another condominium;

(iv) the conveyance or subjection to a security interest of any portion of the Common Elements; or

(v) the proposed use of any proceeds of hazard insurance required to be maintained by the association under section 1603-113 (a) of the Act, for purposes other than the repair or restoration of the damaged property,

any Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to the Unit covered by the Eligible Mortgage Holder's mortgage or give or withhold any consent required of the 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 certified or registered prepaid United States mail, return receipt requested, or by delivery in hand; provided, however, no Eligible Mortgage Holder shall have the right to prevent the Owner of Unit 2 from subdividing Unit 2 in accordance with Section 10 (b) above. Failure of the Eligible Mortgage Holder to so exercise such rights within thirty (30) days from receipt of any such notice shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in Section 12, subsection (a).

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

13. Limitation of Liability.

(a) Limited Liability of the Executive Board. The members of the Executive Board:

(i) Shall not be liable for any injury or damage to persons or property caused by the natural elements or by either Unit Owners or persons on the Premises, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the Executive Board members' willful misconduct or gross negligence;

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

(iii) 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;

(iv) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers 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 in the building, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(v) Shall have no 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 in their official capacity, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(vi) Shall have no personal liability arising out of the use, misuse or condition of the building, 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 their performance of their duties, except for the Executive Board member's own willful misconduct or gross negligence.

(b) Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she 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 or she 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 or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board members and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13 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 or otherwise.

(c) 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 Eligible Mortgage Holders, and such complaints shall be defended by the Association. The Unit Owners and Eligible Mortgage Holders shall have no right to participate in such defense other than through the Association.

(d) Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligations of the Association and all Owners set forth in this Paragraph 13, to the extent such insurance is available.

14. Notice. The Association shall give notice of matters affecting the Condominium to Unit Owners in writing, and notice shall be deemed to have been given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, then by registered or certified mail, return receipt requested, postage prepaid, to a Unit Owner at the address of the Unit. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder. The Association shall make available for inspection upon request to Unit Owners and their Eligible Mortgage Holders, current copies of this Declaration, the Bylaws, the Rules and Regulations and the books and records of the Condominium.

15. Insurance Coverage. Each Owner shall maintain a policy of "all risks" hazard insurance insuring its Unit and Limited Common Elements for 100% of the full replacement cost of the Unit, including all habitability of the Unit, Limited Common Elements and one half of the cost of all Common Elements. The Association shall also maintain a policy of public liability insurance on the Common Elements with a combined single limit of not less than \$2,000,000 insuring against claims for personal injury and property damage arising out of one occurrence, naming the Unit Owners as additional insureds. The Association and each Unit Owner shall provide each other with a copy of said policies of insurance and evidence that said policies may not be canceled without at least ten (10) days' prior written notice. At the time of recording of this Declaration, it is anticipated that both Units will be used for nonresidential purposes. Upon the transfer of Unit 2 to a party other than Declarant that intends to use Unit 2 for residential

purposes, the Association shall put into place insurance coverages required by Section 1603-114 of the Act. Each Unit Owner shall be solely responsible for any unusual or extraordinary insurance costs that may be incurred as a result of such Unit Owner's operations or business.

16. Eminent Domain. If any part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, the Association shall notify the Unit Owners and Eligible Mortgage Holders of the Units affected and shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority with respect to the Common Elements, and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners and their Mortgagees, as their interests may appear, in proportion to their Allocated Interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Unit Owners to which such Limited Common Element was allocated at the time of such taking or condemnation and their Mortgagees, as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for the purposes described in this Section. Notwithstanding anything to the contrary in this Section 16, lien holders on any Unit, Common Element or Limited Common Element, shall have a lien on any such awards in order of priority of their respective liens, as their interests may appear. Nothing contained in this Section shall be deemed to limit or abrogate the right of a Unit Owner to participate in or defend any condemnation action or proceeding dealing with that Unit Owner's Unit.

17. NOTICE OF LIMITED WAIVER. EXCEPT AS MAY BE OTHERWISE SET FORTH IN THIS DECLARATION OR IN THE BYLAWS RELATING TO RESALE OF UNITS, EACH UNIT OWNER, TENANT AND THEIR RESPECTIVE INVITEES, GUESTS, LICENSEES, SERVANTS, AGENTS, EMPLOYEES AND ANY OTHER PERSON OR PERSONS THAT SHALL BE PERMITTED TO USE A UNIT, THE COMMON ELEMENTS OR BOTH, BY VIRTUE OF OWNERSHIP, RENTAL OR OCCUPANCY OF ANY UNIT, THE COMMON ELEMENTS, OR BOTH, WAIVE AND RELINQUISH THE APPLICATION OF THE PROVISIONS, RIGHTS, AND REMEDIES PROVIDED IN ARTICLE 4 OF THE ACT RELATING TO EVERY ASPECT OF THE CONDOMINIUM AND THE MARKETING AND SALE OF UNITS.

[remainder of page left blank intentionally—signatures begin on next page]


IN WITNESS WHEREOF, REED SCHOOL LLC, the Declarant, has caused this Declaration of Condominium to be executed by its duly authorized Managing Member as of the 8th day of May, 2018.

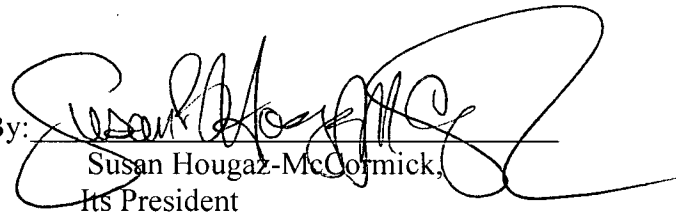
WITNESS:

REED SCHOOL LLC

BY: Reed School Manager LLC, its Managing Member

By: Children's Odyssey, its Manager



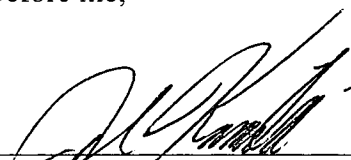
By: 
Susan Hougaz-McCormick,
Its President

STATE OF MAINE
Cumberland, SS.

May 8, 2018

Personally appeared the above-named Susan Hougaz-McCormick, President of Children's Odyssey, Manager of Reed School Manager LLC, Managing Member of Reed School LLC as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation and limited liability companies.

Before me,



Notary Public/Attorney-at-Law
Printed Name: John S. Kaminski
My commission expires: _____

SCHEDULE A

A certain lot or parcel of land with the buildings thereon situated between Homestead Avenue and Libby Street in the city of Portland, Cumberland County, Maine. Said parcel being comprised of two parcels acquired by the city of Portland as described in the following deeds recorded in Cumberland County Registry of Deeds Book 1202, Page 62 and Book 1372, Page 351. Said combined parcel having been recently surveyed and being more particularly bounded and described as follows:

Beginning at a 6" by 6" granite monument found with brass plug on the northwesterly sideline of said Homestead Avenue at the easterly corner of land now or formerly of Robert Elder, Jr. as described in Cumberland County Registry of Deeds Book 23138, Page 123;

Thence, North 44 degrees 19 minute 05 seconds West, a distance of 200.04 feet by land of said Elder and land now or formerly of Andrew Bowman as described in Cumberland County Registry of Deeds Book 21413, Page 242 to a 6" by 6" granite monument found with brass plug;

Thence, North 48 degrees 07 minutes, 39 seconds West, a distance of 50.09 feet by land of said Bowman and land now or formerly of Albert and Deborah Asali as described in Cumberland County Registry of Deeds Book 22727, Page 19 to a 6" by 6" granite monument found with brass plug;

Thence, North 44 degrees 19 minutes 16 seconds West, a distance of 200.04 feet by land of said Asali and land now or formerly of Angel Wiggin as described in Cumberland County Registry of Deeds Book 19772, Page 181 to a 7" by 7" granite monument found with brass plug at the southeasterly sideline of Libby Street;

Thence, North 45 degrees 38 minutes 32 seconds East, a distance of 249.85 feet along the southeasterly sideline of said Libby Street to a 6" by 6" granite monument found with brass plug at land now or formerly of Ryan and Rachael Salamon as described in Cumberland County Registry of Deeds Book 32167, Page 291;

Thence, South 43 degrees 04 minutes 39 seconds East, a distance of 250.13 feet by land of said Salamon and by land now or formerly of Holly Benoit as described in Cumberland County Registry of Deeds Book 32922, Page 22, by land now or formerly of Lauren Greenslade as described in Cumberland County Registry of Deeds Book 32298, Page 272, and by land now or formerly of Jere Dewaters and Elise Scala as described in Cumberland County Registry of Deeds Book 9079, Page 275 to a 6" by 6" granite monument found with brass plug;

Thence, South 43 degrees 02 minutes 24 seconds East, a distance of 99.97 feet by land of said Dewater and Scala, by land now or formerly of Zoran and Biljana Mandic as described in Cumberland County Registry of Deeds Book 21916, Page 171, and by land now or formerly of Julia Georgieva as described in Cumberland County Registry of Deeds Book 24567, Page 256 to a 6" by 6" granite monument found with brass plug;

Thence, South 42 degrees 44 minutes 42 seconds East, a distance of 100.15 feet by land of said

Georgieva and by land now or formerly of Stephen and Sylvia Gelin as described in Cumberland County Registry of Deeds Book 29557, Page 259 to a point at the northwesterly sideline of said Homestead Avenue; Said point being situated South 45 degrees 39 minutes 32 seconds West, at a distance of 0.6 feet from a 7" by 7" concrete monument found;

Thence, South 45 degrees 39 minutes 32 seconds West, at a distance of 236.12 feet along the northwesterly sideline of said Homestead Avenue to the Point of Beginning.

Said parcel contains 2.51 acres, more or less and the bearings are referenced to Grid North of the Maine Coordinate System 1983 West Zone.

Subject to and with the benefit of the following easements and other matters:

1. Rights set forth in a Deed from City of Portland to Children's Odyssey dated December 21, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34564, Page 145, including but not limited to rights of others in and to a Public Access Easement on a portion of the insured premises, as set forth therein.

2. Rights and easements of record.

3. Such state of facts as set forth on a Plan of Land for Pinkham & Greer Civil Engineers dated August 23, 2017 prepared by Maine Survey Consultants, Inc.

SCHEDULE B

<u>Unit</u>	<u>Vote</u>	<u>Allocated Interest</u>
1	1	66.64%
2	1	33.33%

O:\MAS\20981 DC Predevelopment LLC\Reed School\Condominium\Declaration of condominium_Reed School FINAL.DOCX

Received
Recorded Register of Deeds
May 09, 2018 11:19:33A
Cumberland County
Nancy A. Lane