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DECLARATION OF CONDOMINIUM

For

POLAND PLACE CONDOMINIUM

Declarant: Bowes Development, LLC.
28 Derry Lane
Hudson, New Hampshire 03051

Location: Brown Road
Poland, Androscoggin County, Maine

Date: October 27, 2008

1.2 “Amendment” – Any amendment to this Declaration, duly executed and recorded from time to time.

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- 1.3 "Assessment" – The obligation levied against each Owner relative to the cost of repairing, replacing, maintaining, managing or otherwise implementing the purposes of this Declaration or the Act. C O P Y
- 1.4 "Association" – The Maine non-profit corporation known as Poland Place Condominium Association, which constitutes the association of Owners at the Condominium. C I A L O F F I C I A L
- 1.5 "Board" or "Board of Directors" – The executive and administrative entity designated in this Declaration, or Bylaws of the Association as the governing body of the Association. C O P Y C O P Y
- 1.6 "Bylaws" – The instrument attached hereto as **Exhibit B** and made a part hereof, which instrument provides for the self-government of the Condominium by the Association.
- 1.7 "Common Area" – All that portion of the Condominium, other than the Units, and is more particularly described in Section 2.4 hereof. The Common Area includes the Limited Common Area.
- 1.8 "Common Expenses" – All expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the Condominium Instruments. Future Common Expenses means Common Expenses for which Assessments are not yet due and payable.
- 1.9 "Condominium" or "Poland Place" – The Submitted Land and any interests thereon described in **Exhibit A** hereof (and as may be added thereto), together with all buildings and other improvements and structures presently existing or hereafter created thereon, and all personal property now or hereafter existing or put or installed thereon in use connection with such real estate.
- 1.10 "Condominium Instruments" – This Declaration and the Bylaws, as either or both may be amended from time to time.
- 1.11 "Declarant" – Bowes Development, LLC, a Maine corporation, with a principal place of business at 28 Derry Lane, Hudson, New Hampshire, 03051.
- 1.12 RESERVED
- 1.13 "Declaration" – This instrument.
- 1.14 "Detention Basin" - See the definition of that term in Section 16.2 below.

- 1.15 "Institutional Lender(s)" – One or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- 1.16 **RESERVED**
- 1.17 "Manager" – The person designated by the Board, if any, to manage the affairs of the Condominium, and to perform various other duties as may be assigned to such person by the Board in accordance with the provisions of this Declaration and the Bylaws.
- 1.18 "Owner(s)" – One or more persons who own(s) a Unit.
- 1.19 "Community Gazebo" – The common use building to be constructed on the Submitted Land as depicted on the Site Plan.
- 1.20 "Rules and Regulations" – Such regulations as the Board, from time to time, may adopt relative to the use of the Condominium, or any part thereof, including these set forth in **Exhibit C** hereto.
- 1.21 **RESERVED**
- 1.22 "Site Plan" – The plan approved by the Poland Planning Board on January 27, 2007 and recorded with the Androscoggin County Registry of Deeds in Plan Book 46, Page 48.
- 1.23 "Submitted Land" – The land in the Condominium, which land is described in **Exhibit A**.
- 1.24 "Supplemental Declaration" – Any declaration of covenants and restrictions which by its terms of expressly made supplemental to this Declaration.
- 1.25 "Undivided Percentage Interest" – The undivided percentage interest in and to the Common Area attributed to each Unit and as set forth in **Exhibit D** appended hereto, as amended from time to time, pursuant to this Declaration and the Act.
- 1.26 "Unit" – A portion or portions of the Condominium designated and intended for individual ownership and use, as more particularly described in Section 2.3 hereof.
- 1.27 "FNMA" and "FHLMC" – Respectively, the Federal National Mortgage Associates and the Federal Home Loan Mortgage Corporation, and their respective successors.

- ## 2.2 Description of Buildings.

- (b) The buildings housing the Units will be of wood frame construction upon concrete block or poured concrete foundations, slabs or crawl space foundations. The designs of the buildings may vary. The buildings shall be of single family design.

- 2.3 **Description of Units.** The Unit number and the dimensions of each Unit are shown on the site plans and floor plans recorded from time to time. The Unit number for each Unit and its style or design, if applicable, are set forth in **Exhibit D** attached hereto, as the same may be amended and supplemented from time to time by the Declarant as it determines. The horizontal and vertical boundaries of each Unit are as follows:

- (1) **Horizontal Boundaries:**

The horizontal boundaries of each Unit shall be:

- (a) **Lower Boundary** – The finished, lower exterior surface of the concrete slab or basement;
- (b) **Upper Boundary** – The finished, exterior surface of the roof of the building.

- (2) **Vertical Boundaries:**

The vertical boundaries of each Unit shall be the finished surfaces of the exterior walls (including foundation walls) and the finished, exterior surfaces of the doors and windows.

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- Each Unit includes all improvements within said boundaries and the space which is enclosed thereby, excepting only such Common Area as may be located therein. All doors and windows serving the Unit are part of the Unit. All roofing materials, shingles, paint and other materials constituting part of the finished surfaces in a Unit are part of the Unit. It is the intention and effect of these provisions that with respect to a Unit in a single family building, the entire building constitutes the Unit, and with respect to the Units in a duplex building, the entirety of each respective portion of such building constitutes the respective Unit, except for those portions designated as Common Area (inclusive of Limited Common Area) herein.

The pipes, plumbing, water supply system and septic system components (inclusive of pipes, tanks and leach fields), ducts, flues, chutes, conduits, wires, and other utility installations, including heating and air conditioning systems situated in a Unit, which serve that Unit alone, are part of the Unit; provided, that such items (or their components) which serve more than one Unit are Common Area. If any such pipes, plumbing, water supply system and septic system components (inclusive of pipes, tanks and leach fields), ducts, flues, chutes, conduits, wires, and other utility installations, including heating and air conditioning systems, lie outside of the aforementioned designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed Limited Common Area appurtenant to that Unit, while any portions thereof serving more than one Unit shall be deemed part of the Limited Common Area appurtenant to the Units so served.

2.4 **Description of the Common Area.** The Common Area includes, but not by way of limitation:

- (a) The land on which the buildings containing the Units are located and the roadways, sidewalks, walks, shrubbery, and other plantings, parking areas, driveways, trails and other land and interests in land included in the description of the Submitted Land;
- (b) The water supply system and its components, the septic system components (inclusive of pipes, tanks and leach fields, which are Limited Common Area), the electrical and telephone systems and their components and other utility systems and components servicing the Condominium which are not located in a Unit;
- (c) The Gazebo;
- (d) Easements and other interests in real estate appurtenant to the Submitted Land;

(e) Any other amenities (if any) which are constructed as recreation amenities; I A L O F F I C I A L C O P Y C O P Y

(f) Street lights, community signs, road signs and appurtenant equipment; N O T A N A N O F F I C I A L C O P Y C O P Y

(g) All other parts of the Condominium, including Limited Common Area, and personal property acquired by the Association, necessary or convenient to its existence, maintenance, and safety, or otherwise in common use.

- 2.5 **Description of Limited Common Area.** There is appurtenant to each of the Units, certain Limited Common Area, some of which is more particularly shown on the site plans of the Condominium, and on the floor plans for the Units, recorded herewith or to be recorded from time to time. In particular, such Limited Common Area may include walkways and driveways. Limited Common Area shall also include the items referenced as Limited Common Area in Section 2.4 above.
- 2.6 **Unit Percentage Interest in Common Area and Facilities.** An equal undivided interest in the Common Area is allocated to each Unit in accordance with **Exhibit D**, as amended from time to time. There shall appertain to each Unit in the Condominium, for voting purposes in connection with meetings of the Association, one vote per Unit.
- 2.7 **Statement of Purposes of Condominium Use.**
- (a) The Condominium is primarily intended for residential use in accordance with and subject to the terms and conditions of this Declaration, including, without limitation, the requirements of applicable governmental approvals.
- (b) Each Unit shall be occupied and used only for private, residential purposes by the Owner and his or her family, or by lessees or guests of the Owner, except for such limited professional use as the Board, upon written application from an Owner, may authorize in its discretion. Such limited professional use shall not be incompatible with the residential character of the Condominium. These provisions regarding use shall not prohibit an owner from leasing or renting his Unit; provided, that such lease or rental shall be by written agreement and in accordance with the terms and provisions hereof. No such limited professional use shall include members of the public entering the Unit in connection therewith.

(c) ~~N O T~~ The Common Area shall ~~Not~~ be used in a manner which is inconsistent with the residential character of the Condominium. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Area, and anyone causing such damage shall pay the expense incurred by the Association in repairing or replacing the same. ~~N O T~~

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 (d) ~~N O T~~ No unregistered vehicles may be stored or parked at the Common Area or in a Unit. No Unit Owner shall cause or suffer to be stored or parked at the Common Area any commercial vehicle. Only automobiles and other vehicles customary and usual for so-called pleasure driving shall be parked at the Common Area. Notwithstanding the foregoing, commercial vehicles which come to make deliveries to or service a Unit or the Common Area, or the temporary guests of Unit Owners, may park vehicles at the Common Area. Commercial vehicles may be stored or parked in the garage portion of a Unit; provided, that such vehicles are kept from view from any roadway or any other Unit.

(e) No boats, trailers, recreational vehicles or other, similar items of personal property, except as expressly permitted by the Board, shall be parked on or stored at the Common Area.

(f) No noxious or offensive use shall be made of any part of the Condominium, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners. No use shall be made of any part of the Condominium which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium, or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area without the express, prior written consent of the Board.

(g) No signs (except as expressly permitted in this Declaration), clothes lines, television antennas, refuse, or loose clothing or similar material or equipment shall be hung, posted or otherwise so placed as to be within the public view or within the view of other Owners without the express, prior written consent of the Board. Notwithstanding the foregoing, so-called satellite dishes not greater than 18 inches in diameter may be placed in or outside of a Unit; provided, that the Owner shall take reasonable steps to shield the same from public view, so long as such shielding does not materially and adversely affect the utility of such satellite dish.

(h) No animals, livestock, or poultry, except two (2) domesticated household pets, consisting of a dog or dogs or cat or cats, shall be kept

anywhere within the Condominium. Fish, aquariums and domesticated birds are also permitted.

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2.8

Declarant as Owner.

(a) The Declarant shall be deemed to be the Owner of any Units not conveyed by the Declarant. The Declarant and its representatives and assigns may make such use of such unsold Units and of the Common Area as may facilitate such sale, including, without limiting the generality of the foregoing, the maintenance of a sales office, the showing of the Units and the Condominium generally.

(b) The Declarant shall have no obligation to pay Assessments as the Owner of a Unit until such Unit is substantially complete.

2.9

Nature of Poland Place Drive. Poland Place Drive is and will remain a private road. The dedication of Poland Place Drive on the Site Plan or any site plans recorded in connection with the Condominium does not constitute a dedication of a public road. The Declarant, for itself, its successors and assigns, waives any right to request that Poland Place Drive become a public road.

ARTICLE 3**EXTENT OF OWNERSHIP AND POSSESSION BY OWNER**

3.1

Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive ownership and possession of his Unit.

3.2

Each Owner shall own an undivided interest in the Common Area as set forth in **Exhibit D**. Each Owner's undivided interest is arrived at by dividing each Unit by the total number of Units then in the Condominium. In the event that additional Units are constructed on the Convertible Land, then by operation of law, each Owner's undivided interest in the Common Area shall decrease to a percentage equal to one Unit divided by the total number of all Units then in the Condominium after creation of each additional Unit. No such interest shall be altered in a manner which is contrary to the provisions of the Act, as amended from time to time, and no such interest shall be separated from the Unit to which it appertains, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance. Subject to the provisions of this Declaration, each Owner may use the Common Area, excepting Limited Common Area, in accordance with the purposes for which it is intended, so long as he or she does not hinder or encroach upon the lawful rights of the other Owners or otherwise violate the provisions hereof or of any Regulations adopted pursuant to said provisions.

- 3.3 Subject to the provisions of this Declaration, each Owner shall be entitled to the exclusive use of the Limited Common Area appurtenant to his or her Unit. The Owners of such Units shall each be entitled to use of that Limited Common Area and shall be equally responsible for the maintenance, repair and replacement of the same. No obstructions or parked vehicles shall be placed in any such common driveway which would prohibit the common use of the other Owner whose Unit is serviced thereby. The exclusive use of the Limited Common Area shall not be altered without the consent of all the Owners expressed in an Amendment to the Declaration duly recorded and, without such unanimous consent, shall not be separated from the Unit to which it is appurtenant, it being deemed to be conveyed or encumbered with the Unit even though it is not expressly mentioned or described in the instrument of conveyance or encumbrance.

ARTICLE 4

MAINTENANCE AND REPAIRS

4.1 Owners' Obligation to Repair and Maintain.

- (a) Each Owner shall, at his own expense, keep his Unit and its utility systems, equipment, appurtenances (including those elements of the water and sewerage systems referenced in Section 2.3 above) and other improvements in good order, condition and repair; provided, that the Association (through the Board of Directors) may undertake certain maintenance of the septic system as contemplated under Article V, Section 4(B) of the Bylaws. In addition to keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair and replacement, of the roofs, windows, doors, exterior walls, foundation and other exterior elements and improvements of the Unit.
- (b) The Association shall keep the Common Area in a neat and orderly condition, and shall make all repairs and replacements thereto. In the event an Owner or Owners fail(s) to maintain, replace or repair the exterior of his or their Units or the Limited Common Area appurtenant thereto, after thirty (30) days written notice of the need for the same is given to him or them by the Board, the Board may enter and undertake such maintenance, replacements or repairs, the expense of which shall be borne by the Owner(s) of said Unit(s). No Owner shall permit any repair or other work upon his Unit or the Limited Common Area appurtenant thereto, by any one unless such person or entity has furnished written evidence that it has obtained reasonably adequate public liability and workers' compensation insurance in forms and amounts which are satisfactorily to the Board, and unless such repair or other work is performed in compliance with applicable governmental laws, ordinances, rules and regulations.

- 4.2 **Prohibition Against Structural Changes by Owner.** No Owner shall, without first satisfying the requirements regarding repair or other work contemplated in Section 4.1 above, and in addition, obtaining written consent of the Board:

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- (i) Make or permit to be made any structural alteration, improvement or addition in or to his Unit or in any part of the Condominium. Excepting each Owner shall be authorized to construct up to a 12 X 14 sunporch/deck to their condominium.

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- (ii) Undertake any action which would impair the structural integrity, soundness, or safety of his Unit or other structure in the Condominium;

- (iii) Impair any easement or personal property which is a part of the Condominium; or

- (iv) Paint or decorate the exterior of his Unit in violation of the provisions of this Declaration.

- 4.3 **Entry for Repairs, etc.** The Association shall have the irrevocable right, to be reasonably exercised by the Board or its agent, to enter any Unit or Limited Common Area to inspect the same, to remove violations therefrom and to perform any repair, maintenance or replacement work for which the Board is responsible or relative to which the Board may undertake, and shall have the irrevocable right, to be reasonably exercised by the Board or its agents, in an emergency situation, to enter any Unit or Limited Common Area for the purpose of making emergency repairs necessary to prevent damage to other parts of the Condominium.

ARTICLE 5

ALTERATIONS

- 5.1 **Alterations Within Units.** Subject to the notification requirements of Article 4.1(b) above, an Owner may make alterations, additions, and improvements within his Unit which do not violate this Article, including moving, removing, altering, or adding to interior non-load bearing walls and partitions, provided that no such alteration, addition, or improvement may affect the structural elements or integrity of any structure without the prior written consent by the Board.

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Purchase of Insurance.
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(a) The Association shall obtain and maintain in force insurances covering the Condominium and all insurable improvements therein, of the types and the amounts hereinafter set forth, for the benefit of the Association, all Owners, and their respective Institutional Lenders, as their interests may appear. The premiums for such coverage and other expenses in connection with such insurance shall be assessed against Owners as part of the Common Expenses.

(b) Notwithstanding the provisions of subparagraph (a) above, if independent policies of insurance for fire, with extended coverage and other risks, are reasonably commercially available to be purchased by the Owners for their respective Units, then the Board may require that the Owners obtain individual policies of insurance for each Unit, in a form analogous to single family homeowner's insurance coverage, the amount of such coverage to be at least the replacement cost of the Unit.

(c) The Board may make appropriate arrangements with such insurers for determination as to whom loss payable shall be made with respect to any such policies, including loss being made payable to the Association.

Coverage.

Subject to and in accordance with the provisions of Section 6.1 above, the Association, by and through the Board, shall obtain and maintain, the extent obtainable on a commercially reasonable basis, the following insurance:

(a) **Casualty.** Casualty insurance for the Units and all buildings, improvements, and structures which are included in the Condominium, including buildings, improvements, and structures in the Common Area and the Limited Common Area, and all personal property in the Common Area, and all fixtures, machinery, equipment, and supplies maintained for the service of the Condominium, and all fixtures, improvements, alterations, and equipment within any individual Units, in an amount equal to the full replacement cost thereof (unless one hundred percent (100%) of the insurable value is less), all as determined annually by the Board of Directors. Such coverage shall afford protection against:

N O T (f) Loss or damage by fire and other hazards normally covered
 A N by a standard extended coverage endorsement; and
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 C O P Y (ii) All such other risks and perils as from time to time the
 Board determines and which is customarily covered with respect to
 N O the buildings included in the Condominium, including but
 A Not limited to, vandalism and malicious mischief and risks covered
 O F F I C I A L by "all risk" coverage. F F I C I A L
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(b) **Public Liability.** Public liability insurance in such amounts as the
 Board may, from time to time determine, insuring such persons or entities
 as the Board determines, which may include the Association, the Board
 and each of its members, and the Manager. Such insurance shall provide
 coverage:

(i) Of not less than Five Hundred Thousand Dollars
 (\$500,000.00) for injury to or death of one person; not less than
 One Million Dollars (\$1,000,000.00) for injury to or death of more
 than one person in the same occurrence; and not less than Two
 Hundred Fifty Thousand Dollars (\$250,000.00) for damage to
 property; or

(ii) A single limit policy in the amount of One Million Dollars
 (\$1,000,000.00); or

(iii) Such greater coverage as may, from time to time, be
 required in order to qualify for FHLMC and FNMA underwriting.

Such insurance shall provide cross liability coverage with respect to liability
 claims of any one insured thereunder against any other insured thereunder, or
 against all other insureds thereunder as a group, but shall not insure against the
 individual liability of an Owner for negligence occurring within his or her Unit or
 his or her Limited Common Area.

(c) **Workers' Compensation.** Workers' compensation insurance, as
 and if required by law.

(d) **Other Insurance.** The Association, by and through the Board,
 may also procure and maintain:

(i) Insurance upon owned and non-owned motor vehicles;

(ii) Insurance as may required by Maine Statute;

(iii) Flood insurance;

N O (iv) Fidelity bond coverage; O T
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 O F F I (v) I A Employer liability insurance and L
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 (vi) Such other insurance as the Board of Directors shall
 N O determine from time to time to be desirable.
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6.3

General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims under insurance policies provided for under this Article (except for individual policies covering a Unit of which the Owner and his mortgagee are the sole insureds) and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review may include an appraisal of the improvements within the Condominium, and shall make any necessary changes in the policy(ies) provided for hereunder (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of this Article.

(b) The Board shall use its best efforts within the constraints of commercial reasonableness, to see that all policies of physical damage insurance provided for under this Article:

(i) shall contain waivers of subrogation by the insurer as to claims against the Association, its employees and agents, members of the Board, the Manager, Owners and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud;

(ii) shall contain a waiver of defense of invalidity or prejudice on account of the conduct of any of the Owners over which the Association has "no control";

(iii) shall provide that such policies may not be canceled or substantially modified without at least ten (10) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium;

(iv) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and

N O (T) shall exclude policies obtained by individual Owners for
 A N consideration under any "no other insurance" clause.
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6.4

Individual Policies. Any Owner and any Mortgagee may obtain at his or her own expense additional insurance (including a "unit-owner's endorsement" for improvements and betterment to a Unit made or acquired at the expense of the Owner). Such insurance should contain the same waiver of subrogation provision as that set forth in Section 6.4(b).
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(a) Each Owner may obtain additional insurance for his or her own benefit and at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board hereunder, and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Association.

(b) Each Owner should obtain insurance for his or her own benefit and at his or her own expense insuring all personal property presently or hereafter located in his or her Unit or Limited Common Area;

(c) Each Owner shall obtain liability insurance with respect to his or her ownership and/or use of his or her Unit.

6.5

Action Following Casualty Damage.

(a) In the event of damage to any portion of the Condominium by fire or other casualty, if a master casualty policy of insurance is in place, the proceeds therefrom shall, pursuant to the Act, be used to repair, replace, restore the Unit(s), structure(s) or the Common Area damaged, unless the Owners, to the extent permitted by the Act and this Declaration, vote not to repair, replace or restore the same, or vote to terminate the Condominium pursuant to the Act.

(b) In the event individual policies of insurance have been procured by the Owners with respect to their Units, then in the event of damage to any such Unit(s) by fire or other casualty, the proceeds of such policies shall be used to repair, replace and restore the Unit(s) and related improvements.

(c) The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Owner, for each mortgagee of a Unit, and for each Owner of any other interest in the Condominium to adjust all claims

resulting from such damage and to deliver releases upon the payment of claims.^N A N

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- (d) Notwithstanding any other provisions of this Declaration or the Bylaws, in the event of casualty to a particular Unit or Units, if the insurance proceeds available for the repair or reconstruction thereof are insufficient, then the Board of Directors may elect not to repair or reconstruct such Unit or Units (and demolish and remove the same) unless the affected Owner(s) provide the Association upon the Board of Directors' demand sufficient funds necessary to undertake and complete such repairs and reconstruction.

ARTICLE 7

ASSESSMENTS

- 7.1 **Power to Fix and Determine.** The Association, through the Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium and such other fees and charges as are specifically provided for in the Declaration and the Exhibits attached hereto and the Bylaws. The procedure for the determination of all such Assessments shall be as set forth in this Declaration and Bylaws and the other Exhibits attached hereto.
- 7.2 **Owner's Obligation to Pay Assessments.** Each Owner shall pay all Common Expenses assessed against him and all other Assessments and charges made against him by the Board of Directors pursuant to the Declaration or Bylaws. Any Owner having executed a contract for the disposition of his Unit, shall be entitled, upon written request to the President, Treasurer or Secretary of the Association, or the Manager, and payment of a fee which shall be fixed by the Board of Directors but which shall not exceed Fifty Dollars (\$50.00) or the largest amount allowed by the Act, whichever is greater, to a recordable statement setting forth the amount of unpaid Assessments currently outstanding against that Unit. Such statement setting forth the amount of unpaid Assessments shall be binding upon the Association, the Board of Directors and every Owner. A purchaser of a Unit shall be liable for the payment of any such expenses or Assessments against the Unit prior to its acquisition by him which are unpaid as of the time of such acquisition, whether or not such expenses or Assessments are then due, except that a Institutional Lender which holds a first mortgage of the Unit, which purchases the Unit at a foreclosure sale of such mortgage, or such other purchaser at any foreclosure sale of such first mortgage, or sale in lieu of foreclosure, shall not be liable for the payment of expenses or Assessment unpaid and due as of the time of such foreclosure sale or conveyance by deed in lieu of foreclosure, but shall be liable for all unpaid expenses and assessments which become due on and after the date of such foreclosure sale or conveyance, whichever is earlier.

7.3

Unpaid Assessments. Assessments for Common Expenses, maintenance fees and other fees and charges that are unpaid for over ten (10) days after due date shall bear interest at the rate of eighteen percent (18%) per annum (or such other rate as the Board of Directors may determine) provided said interest rate does not violate any then applicable usury statute or regulations (in which case said interest rate shall automatically be reduced to the then highest permitted rate) from due date until paid, and in addition and at the sole discretion of the Board of Directors, a late charge to be determined by the Directors of the Association but which shall not exceed any limits imposed by the Act and which shall initially be twenty-five Dollars (\$25.00) shall be due and payable. Regular Assessments shall be due and payable monthly on the first day of each calendar month, or such other period as the Board establishes. A purchaser of a Unit other than a purchaser at a foreclosure sale or a purchaser at a sale in lieu of foreclosure, shall be liable for the payment of any Assessments against such Unit which are unpaid at the time of such purchase.

7.4

Lien for Unpaid Assessments.

(a) The Association shall have a lien upon each Unit for unpaid Assessments, together with interest thereon, against the Owner thereof. Expenses incurred by the Association, including reasonable attorney's fees, incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to foreclosure of a lien for unpaid Assessments, and to apply as cash credit against its bid, all sums due, as provided herein, and covered by the lien being enforced. In connection with any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit for the period of time said Unit is occupied by the Owner or anyone by, through or under said Owner, while such foreclosure proceeding is pending;

(b) In the event an Institutional Lender, or other purchaser of a Unit, obtains title to such Unit as a result of foreclosure by the Institutional Lender, or if an Institutional lender accepts a deed to such Unit in lieu of foreclosure, the person or entity so acquiring title shall not be liable for any Assessments by the Association pertaining to such Unit, or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid Assessments shall be deemed to be

Common Expenses collectible from all of the Owners including the person or entity acquiring title; A N

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(c) No person who acquires an interest in a Unit, except through foreclosure by an Institutional Lender, or the acceptance by an Institutional Lender of a deed in lieu of foreclosure (including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales), as contemplated in Section 7.2 above, shall be entitled to occupancy of the Unit or enjoyment of the Common Area until such time as all unpaid Assessments due and owing by the former Owner have been paid. The Association shall have the right to assign its claim for the recovery of any unpaid Assessments to the Declarant, or to any Owner or group of Owners or to any third party; and

(d) All such liens shall be subordinate to any first mortgage of a Unit held by an Institutional Lender.

7.5 **Limitation Upon Liability of the Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

ARTICLE 8

ADMINISTRATION AND MANAGEMENT

8.1 **Administration.** The administration of the Condominium shall be governed by the Association, by and through the Board, except for those matters which are exclusively within the province of the Members of the Association, as established in this Declaration or by Bylaws, as either or both may be amended from time to time. The membership of the Association shall consist of all the Owners, with such membership interest being as established in the Articles of Agreement of the Association. Without limitation to the foregoing, the Association, by and through the Board, may undertake all aspects of the management and administration of the Condominium, including the management and maintenance of Common Area, undertaking capital improvements, and all other powers and duties granted an association of condominium unit owners under Maine law.

8.2 **Management Contract.** The Board of Directors, acting on behalf of the Association, may enter into a management agreement with any firm, person or corporation, or may join with other condominium associations and entities in a joint management agreement, for the management of the Condominium and its maintenance and repair, and may delegate to the Manager all the powers and duties of the Association, except such as are specifically required by the Declaration, or by the Bylaws, or as may otherwise be required by the Act, to

have the Approval of or be solely exercised by the Board of Directors or the membership of the Association. The Manager may be authorized to recommend to the Board a Budget and make and collect on behalf of the Association Assessments for Common Expenses as provided by the Declaration, Bylaws and appendices to the Declaration.

N O T

N O T

- 8.3 **Rules and Regulations.** The Board is empowered to adopt and amend, from time to time, the Rules and Regulations concerning the use of the Condominium and various parts thereof. Without limitation to the foregoing, the Board may amend, from time to time, the Rules and Regulations adopted simultaneously with the execution of this Declaration.
- 8.4 **Consent and Withdrawal.** Any consent(s) granted by the Board may be withdrawn by the Board, from time to time, whenever it deems such withdrawal to be in the best interests of the Condominium.
- 8.5 **Waiver.** The failure of the Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment in the future of such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Board of payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.
- 8.6 **Persons to Receive Service of Process.** In addition to any method of service of process set forth in Section 68 of the Act, both Dana C. Hanley, Esq, with a business address of Hanley & Associates, P.A., PO Box 280, 43 Main Street, South Paris, Maine, 04281 AND the current President of the Association at an address to be available through the Secretary of States Office, shall be a person to receive process in connection with any matter involving the Declarant. With respect to matters involving the Association, the Manager, if any, and any member of the Board whose residence is at the Condominium, shall be a person to receive service of process in accordance with the Act with respect to matters involving the Association.
- 8.7 **Liability of the Board.** The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith and except as provided for below. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is permissible for the members of the Board, who are directors or

officers of the Declarant, to contract with the Declarant and affiliated corporations without being charged with self-dealing during the period in which the Declarant is in control of the Board. It is intended that the members of the Board shall have no personal liability, other than as Owners, with respect to any contract made by them on behalf of the Association, except with respect to any such contract made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is also intended that the personal liability of each Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Area bears to the interests of all the Owners in the Common Area (except that the personal liability of Owner who are members of the Board and who contract in bad faith or contrary to the provisions of the Declaration or of the Bylaws shall not be so limited). The provisions of this Article do not apply to and shall not preclude claims for property damage and personal injury by Owners against the Board or any other insured under the liability insurance contemplated by this Declaration.

- 8.8 **Renewal of Management or Other Agreement.** If entered into during the period of control by the Declarant, no management agreement, or any other contract or lease executed by or on behalf of the Association, its Board of Directors or the Owners as a group shall be binding after such period of control unless then renewed or ratified with the consent of Owners of Units to which a majority of the votes in the Association appertain.

ARTICLE 9

EASEMENTS

- 9.1 **Easement to Construct.** The Declarant hereby reserves a transferable easement over, through, under and on the Common Area of the Condominium for the purpose of constructing additional structures on any portion(s) of the common property as well as other improvements, together with any other improvements, including roadways, walkways, utility systems and appurtenances and other improvements of any kind or nature relating to or desirable for the development of the Condominium.
- 9.2 **Utility Easements.** The Declarant also expressly reserves the right to grant utility easements (if necessary) within the Common Area of the Condominium for the purpose of connecting the structures to underground and above-ground utilities for the benefit of any or all of the respective Owners of the Condominium. All such easements do hereby take precedence over the Owners' rights and title in and to the Units and the Common Area. Upon the expiration of last of the Declarant's rights to convert and expand under this Declaration, this reservation shall automatically pass and evolve to the Association to be exercised by its Board of Directors.

- 9.3 **Easements for Support and Encroachments.** The Declarant hereby establishes easements appurtenant to each Unit for structural support in connection with those elements of a particular Unit which require the other Unit for their support. The Declarant also recognizes and establishes easements for encroachments appurtenant to each Unit in accordance with the terms of 33 MRSA §1602 *et seq*.
- N O T N O T
- 9.4 **Easements to Facilitate Completion and Sales.** Without limitation to any other easements reserved by the Declarant hereunder, the Declarant further expressly reserves the right to make reasonable use of the Condominium as may facilitate the completion of construction of Units and Common Area (including all improvements relating thereto) and such sale and conveyance, including without limitation, the right to enter all Units and Common Area for construction purposes and the right to store materials upon the Common Area, the right to maintain a sales office and rental office, and the showing of property and the displaying of signs.
- 9.5 **Common Area Easements.** The Association shall have the power and right to grant reasonable, non-exclusive permits, licenses, and easements over the Common Area for utilities, roads and other purposes necessary for the proper operation of the Condominium.
- 9.6 **Particular Utility Easements.** The Declarant hereby establishes and grants for the benefit of each Unit, an easement in favor of each Unit over, upon and under any Limited Common Area and in each other Unit to use, install, maintain, replace and repair utility system components servicing the benefited Unit.

ARTICLE 10

RESERVED

ARTICLE 11

EXPANSION OF THE CONDOMINIUM

- 11.1 **Right to Expand.** The Declarant hereby expressly declines any reservation of the right to expand the Condominium.

ARTICLE 12

OPTION TO CONTRACT

- 12.1 **Option to Contract.** The Declarant hereby expressly declines any reservation of the rights to withdraw any part of the "Submitted Land" from this Declaration or the Condominium and has, therefore, not created any withdrawable land within the Condominium.

13.2 **Termination After Conveyance of a Unit.**

(b) **Effect of Termination.** If the Association votes to terminate the Condominium at any time or for any reason, then upon the recording of an instrument terminating the Condominium all of the property constituting the same shall be owned by the Owners as tenants-in-common in proportion to their respective undivided interests in the Common Area immediately prior to such recordation. As long as such tenancy-in-common lasts, each Owner and their respective heirs, successors, and assigns shall have an exclusive right of occupancy of that portion of the Condominium property that formerly constituted his Unit.

(b) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association which shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instruments, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such termination in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

- 13.4 **Limitation On Termination.** No act or omission by the Owners to terminate the Condominium for any reason other than substantial destruction or condemnation of the Submitted Land shall be valid for effective unless approved by first mortgagees of Units to which at least sixty-seven percent (67%) of the voting power of the Association appertains, and unless Unit Owners holding eighty percent (80%) or more of the voting power of the Association concur.
- 13.5 **Planning Board Approval.** Any exercise of the right to terminate the Condominium pursuant to this Article 13 is expressly subject to all necessary municipal approvals that must be obtained from the Town of Poland Planning Board for site plan and/or subdivision approval or modification of approvals.

ARTICLE 14

AMENDMENT OF CONDOMINIUM INSTRUMENTS

- 14.1 **Amendment Prior to Conveyance of a Unit.** Prior to the conveyance of any Unit to an Owner other than the Declarant, the Condominium Instruments may be amended at any time and from time to time by an instrument in writing signed and recorded by the Declarant.
- 14.2 **Amendment After Conveyance of a Unit.** Subsequent to the conveyance of a Unit to an Owner other than the Declarant, and except as provided in Articles 10 and 17 hereof and Section 14.5 below, the Condominium Instruments may be amended only by an instrument in writing approved and agreed to by Owners of Units to which two-thirds (2/3) of the voting power in the Association appertain, provided that:
- (a) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner(s) and any Institutional Lender of record of the Unit so altered;
 - (b) Except as contemplated by Section 3.2 above, no instrument of amendment which alters the percentage of undivided interest in the Common Area, the liability for Common Expenses, the rights to Common Profits, or the voting rights in the Association appurtenant to any Unit shall be of any force or effect unless the same is permitted or required by the Condominium Instruments, is consistent with the applicable provisions of the Act and, except as contemplated in Section 3.2 above, has been approved and agreed to by all the Owners and any Institutional Lenders of record of the Units affected thereby;
 - (c) No instrument of amendment which purports to affect (i) the Declarant's reserved rights of control set forth in Article 17 hereof or (ii) the Declarant's reserved rights and easements set forth in this Declaration shall be of any force and effect unless it is assented to in writing by the

Declarant, and this assent is recorded in such Amendment at the Hillsborough County Registry of Deeds;

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(d) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the

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(e) The Declarant shall not be required to obtain the consent of any Owner, or any mortgagee of a Unit to any instrument or amendment of the Declaration, or any other of the Condominium Instruments for the Declarant to construct the Units or create Units on Convertible Land.

14.3

Mortgagee Consent. Subsequent to the conveyance of a Unit to an Owner other than the Declarant, the prior written approval of the first mortgagees of Units to which sixty-seven percent (67%) of the voting power in the Association appertains shall be required in order to adopt any amendment to any or all of the Condominium Instruments which amendment would have the effect or altering:

(a) The voting rights of the Owners in the Association, except as permitted or contemplated in Section 3.2 thereof;

(b) The manner of assessing Common Expenses, assessment liens or subordination of assessment liens;

(c) The requirement of the Association reserves for replacement, maintenance, and repair of the Common Area;

(d) The terms of the Condominium Instruments relating to responsibility for maintenance and repair of the Units, the Common Area or the Limited Common Area;

(e) The terms of the Condominium Instruments relating to the conversion of the Units in the Common Area;

(f) The terms of the Condominium Instruments relating to the creation of Additional Units on the Convertible Land; provided, that the Declarant shall not be required to obtain the consent of any Owner or any mortgagee of a Unit to any instrument of amendment of the Declaration, or any other of the Condominium Instruments, which is necessary in order for the Declarant to create Units on the Convertible Land and assign Limited Common Area in connection therewith or in order for the Declarant to exercise its rights to the same under this Declaration;

- (g) ~~N O T~~ The terms of the Condominium Instruments relating to the insurance or fidelity bonds to be provided by the Association;
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- (h) ~~O F F I C I A L~~ The terms of the Condominium Instruments stating which Units and under what conditions Units may be leased;
 N O T N O T
- (i) ~~A N~~ The terms of the Condominium Instruments relating to or adding restrictions to an Owner's right to sell or transfer his or her Unit;
 O F F I C I A L O F F I C I A L
- (j) ~~C O P Y~~ Any terms of the Condominium Instruments that expressly benefit mortgage holders, insurers or guarantors;
 C O P Y C O P Y
- (k) The terms of the Condominium Instruments provided for the restoration or repair of property after a hazard, damage or partial condemnation; or
- (l) Any term of the Condominium Instruments relating to terminating the Condominium's legal status after substantial destruction or condemnation occurs.

14.4 **Recording Required.** No amendment to the Condominium Instruments shall become effective until an instrument setting it forth in full shall be recorded at the Androscoggin County Registry of Deeds. After the conveyance of a Unit to an Owner other than the Declarant, such instrument shall either:

- (a) be signed by Owners holding the requisite voting power for its adoption; or
- (b) be signed by the President and Treasurer of the Association, in which case it shall be accompanied by a certification of vote by the Secretary of the Association which shall recite that the consent and approval of the Owners required for its adoption has been obtained. Such instrument, as so executed and recorded, shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or such amendment is not valid.

14.5 **Corrective Amendments.** The Declarant reserves the right to itself and its successors in interest to amend the Condominium Instruments at any time, without the consent of any Owners or mortgagees of Units, but only to:

- (a) correct typographical errors; or
- (b) to bring the Condominium Instruments in compliance with 33 MRSA §1601 *et seq*; or

N O T

N O T

(c) A No conform the Condominium Instruments to the requirements of
O F HNMAC and FHLMC underwriting requirements. L

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14.6

Planning Board Approval. Notwithstanding the foregoing, and notwithstanding the provisions of Article 17, no amendment to Sections 2.9, 3.2, 10.12, 13.5 and to this Section 14.6, shall be permitted without the written approval (or written waiver of approval) by the Town of Poland Planning Board or its designated agent. C O P Y

C O P Y

ARTICLE 15

OPEN SPACE, DETENTION BASIN AND SIGHT EASEMENT

15.1

Open Space. The Declarant on behalf of itself and its successors in interest and the Association covenant that open space or conservation areas shall forever be and remain subject to such reasonable rules and regulations as may from time to time be promulgated by the Board for its use.

15.2

Detention Basin. The on-site drainage systems designed for the Condominium (and approved by the Poland Planning Board) include a detention basin situated in the Common Area in the northwesterly quadrant of the Submitted Land (the "Detention Basin"). The design, location and configuration of the Detention Basin are as more particularly shown and described on the plans for the Condominium approved by and on file with the Poland Planning Board. The Declarant hereby declares that the Detention Basin (and related appurtenances) shall be kept, used and maintained for its designed purposes as required by such approval by the Poland Planning Board. Neither the Association nor any Owner(s) may use the Detention Basin for any purpose which would preclude its use as a detention basin in connection with the drainage systems for the Condominium. While not obligated to do so, the Town of Poland may, from time to time, inspect the Detention Basin to insure compliance with these provisions.

ARTICLE 16

DECLARANT'S RESERVED RIGHTS OF CONTROL AND TO FILE SPECIAL AMENDMENTS

16.1

Rights Reserved. The Declarant reserves the right to appoint and remove some or all of the Officers of the Association, or its Board of Directors, or both, and may exercise the powers and responsibilities otherwise assigned by the Condominium Instruments to the Association, its Officers, or the Board of Directors; but only until the earlier of:

N O T

(a) A Nhe expiration of three (3) years from the filing of the Declaration
O F IN the Androscooggin County Registry of Deeds; or

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(b) the date upon which Units (including Units which may have been created upon the Convertible Land) to which three-fourths (3/4) of the undivided interests in the Common Area appertain have been conveyed (including any Units which may be located on the Convertible Land); or

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(c) the date the Declarant expressly waives or relinquishes such right.

16.2

Special Amendments. The Declarant reserves the right and power to create and record special amendment(s) (“Special Amendment(s)”) to the Condominium Instruments at any time and from time to time which amends the Condominium Instruments:

(a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities. Such reserved right and power to create and record Special Amendments also includes the right to delete certain provisions of Section 14.3 and Article 20 hereof to the extent the same contain provisions which are not necessary to comply with the requirements of either FNMA or FHLMC;

(b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

(c) to bring the Condominium Instruments into compliance with 33 MRSA §1601 *et. Seq.*

(d) to correct clerical or typographical errors in any Amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptable thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights served or granted under this Section shall be automatically assigned by the Declarant to the Board of Directors of the Condominium at such time as the Declarant no longer holds or

control title to any Unit (or the right to construct any Unit or establish
 Unit upon the Convertible Land). A N
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 C O P Y A R T I C L E 17 C O P Y

N O T PERSONAL PROPERTY T

A N

A N

- 17.1 The Board may acquire and hold for the benefit of the Owners and the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective shares in other Common Area. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

A R T I C L E 18

CONSENT OF FIRST CONSTRUCTION MORTGAGEE

- 18.1 Consent. Notwithstanding any other provision of this Declaration, the Bylaws, or Regulations, so long as a mortgagee is the holder of a construction mortgage lien conveyed to it by the Declarant covering one or more of the Units, or other interest in the Condominium, and unless all construction mortgagees shall have given their approval, the Association and Board of Directors shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (d) use hazard insurance proceeds for losses to the property (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by law in case of substantial loss to the Units and/or the Common Area.

- 18.2 No Limitation. This Article shall not apply to or in any be construed as a limitation upon the right of the Declarant to create additional Units on the Convertible Land with the resulting change in the undivided percentage interest allocated to existing Units pursuant to the provisions of the Act and this Declaration.

- 19.1 **Prior Approval.** Notwithstanding any other provision of this Declaration, the Bylaws, or Rules and Regulations, it shall require the prior written approval of two-thirds (2/3) of the mortgagees (based on one vote per first mortgagee) holding mortgages recorded in the Androscoggin County Registry of Deeds, constituting first liens on Units within the Condominium, and the Owners of such number of Units to which two-thirds (2/3) of the voting power in the Association appertains, in order for the Association or its Board of Directors to be entitled to:
- (a) by act or omission, seek to abandon or terminate the Condominium (and subject to the requirements of 33 MRSA §1601 *et. seq.*
 - (b) partition or subdivide any Unit;
 - (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area;
 - (d) use hazard insurance proceeds for losses to the property (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such losses, except as provided by law in case of substantial loss to the Units and/or the Common Area;
 - (e) change the percentage interest or obligations of any Unit in order to levy Assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or re-determine the percentage of ownership of each Unit in the Common Area (except pursuant to 33 MRSA §1601 *et. seq* and Section 3.2 of this Declaration). As used in this Section only, the word Owner shall not include the Declarant.
- 19.2 **No Insurance Priority.** No provision of this Declaration, the Bylaws, or the Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Units pursuant to their first mortgage in the case of the distribution to Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Area or any portions thereof.
- 19.3 **Notice.** The Association shall notify, in writing, all holders, insurers, or guarantors of first mortgages in a Unit in the event:
- (a) that any condemnation or casualty loss occurs which affects a material portion of the Condominium or the mortgaged Unit;

- (b) ~~N O T~~ of a lapse, cancellation, or ~~Material~~ modification of any insurance policy or fidelity bond maintained by ~~the~~ Association;
- O F F I C I A L O F F I C I A L
- (c) ~~O F~~ any action which requires the consent of a special percentage of mortgage holders; or
- N O T N O T
- (d) ~~A~~ ~~not~~ for or for a particular Unit, any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the mortgaged Unit;
- O F F I C I A L O F F I C I A L
- C O P Y C O P Y

To obtain this information, the holder, insured, or guarantor of a mortgage on a Unit, must submit a written request and notice to the Association which specifies its particular interest.

19.4 **Audited Financial Statements.** Any mortgage holder may have an audited statement prepared of the Association's accounts at the mortgage holder's expense.

19.5 **FNMA/FHLMC Compliance.** Notwithstanding anything to the contrary contained elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and to Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, to wit:

(a) A first mortgage of a Unit shall, at the request of such mortgagee, be entitled to written notification from the Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under his deed to his Unit and/or these Articles which is not cured within sixty (60) days;

(b) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for, and take the property free of any claims for, unpaid Assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title to the Unit by the mortgagee;

(c) Unless first mortgagees (based upon one vote for each first mortgage owned), and the Unit Owners (other than the Declarant) of Units have given their prior written approval, the Unit Owners and the Declarant shall not be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium;

N O (ii) change the percentage interest or obligations of any Unit
 A for (a) purposes of levying assessments or changes or allocating
 O F F I distributions of hazard insurance proceeds or condemnation
 C O awards, or (b) determining the percentage of ownership or any
 Unit in the Common Areas and facilities ("common element");

N O T N O T
 A N (iii) partition or subdivide any Unit;
 O F F I C I A L O F F I C I A L
 C O (iv) by act or omission, seek to, abandon, subdivide, encumber,
 sell, or transfer, the common elements. The granting of easements
 for public utilities or for other public purposes consistent with
 intended use of the common elements shall not be deemed a
 transfer within the meaning of this clause;

(v) use hazard insurance proceeds for losses to any property
 (whether to Units or to common elements) for other than the repair,
 replacement or reconstruction of such improvements, except as
 provided by law in case of substantial loss to the Units and/or
 common elements;

(d) An Institutional Lender which holds a first mortgage of a Unit
 shall have the right to examine the books and records of the Directors and
 the Association;

(e) Common expense assessments shall include an adequate reserve
 fund for maintenance, repairs and replacement of those common elements
 that must be replaced on a periodic basis, and shall be payable in regular
 installments rather than by special assessments;

(f) No provision of any deed of a Unit or this Declaration shall be
 deemed or construed to give an Owner or any other party priority over any
 rights of first mortgagees of Units pursuant to their mortgages in the case
 of a distribution to Owners of insurance proceeds or condemnation awards
 for losses to or a taking of Units and/or common elements;

(g) Any agreement for professional management of the Condominium
 or any other contract providing for services by the Declarant must provide
 for termination on ninety (90) days' written notice, and a maximum
 contract term of two (2) years;

(h) A written notice of each meeting of the Owners stating the place,
 date and hour and the purposes of the meeting shall be given at least ten
 (10) days before the meeting to the holder of such mortgage by mailing it,
 postage prepaid, to such mortgagee at its last or usual known address;

- (i) If FHLMC or FNMA holds any interest in one or more mortgages on Units, the Directors shall obtain such insurance as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests, including without limitation, fidelity coverage against dishonest acts on the part of the Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be made by the Directors and if FHLMC or FNMA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interests.

The Association must have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds should name the Association as the obligee and the premiums should be paid as a Common Expense by the Association.

A management agent that handles funds for the Association should be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all units in the Project.

The bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must also be given to each servicer that services a FNMA/FHLMC owned mortgage in the project.

(j) If FHLMC or FNMA holds any interest in one or more mortgages on Units, then whenever any Unit or the common elements are damaged by fire or other casualty, the Directors shall give notice of such damage to such persons as may be required by whichever of FHLMC or FNMA (or both) hold such interests.

(k) If FHLMC or FNMA holds any interest in one or more mortgages on Units, public liability insurance policies obtained by the Directors shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) hold such interests.

(l) If FHLMC or FNMA holds any interest in one or more mortgages on Units, upon request of either FHLMC or FNMA, an annual financial

- statement of the Association, prepared and audited at the expense of FHLMC or FNMA, shall be rendered by it to all Unit Owners and to such mortgagees requesting the same within ninety (90) days after the end of each fiscal year. Such annual financial statement shall be audited and contain the certification of a public accountant if required by whichever of FHLMC or FNMA (or both) hold such interests.

- (m) After the expiration of the Declarant's period of control, so long as FNMA holds any interest in one or more mortgages on Units, any decision by the Directors or Unit Owners to terminate professional management of the Association shall, if FNMA so requires, require approval of the holders of fifty-one percent (51%) of all first mortgages of record on Unit.

(n) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Declaration and Bylaws. No Unit estate may be leased or rented for a period of less than thirty (30) days, with a minimum initial term of no less than six (6) months.

(o) Whenever the term "first mortgagee(s)" is used in the Declaration, and in its Exhibits, it shall mean eligible mortgage holders, insurers, and guarantors, as those terms are used by FNMA and FHLMC.

ARTICLE 20

ENFORCEMENT

- 20.1 Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, and the Rules and Regulations, as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and Rules and Regulations and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.
- 20.2 In the event of any dispute between Owners, such dispute shall be first submitted to arbitration or mediation, within an expeditious and reasonable time, prior to final adjudication by a court of competent jurisdiction. Such mediation or arbitration may include such proceedings available through a court of competent jurisdiction. Any determinations made pursuant to such arbitration proceeding may be enforced by appropriate action or suit at law or equity.
- 20.3 The provisions of Section 20.2 shall not apply to the collection of unpaid assessments or enforcement of liens against any Unit.

- 21.1 The Declarant hereby acknowledges the ^{N O T}~~one~~^{A TWO} (2) year statutory warranty established under Section 1604-115 of the Act. ^{C O P Y}~~C O P Y~~ C I A L
- 21.2 Except as set forth in Section 21.1 above, or in any other written warranty by the Declarant to Owner, the Declarant hereby disclaims any warranty of habitability, merchantability or fitness for a particular purpose; and there are no warranties in favor of any Owner or the Association which extend beyond the express warranty set forth in Section 21.1 above. ^{C O P Y}~~C O P Y~~
- 21.3 The Declarant expressly disclaims responsibility for incidental, consequential, or special damages, and the same are expressly excluded from the warranties referred to herein. The Declarant reserves the right to substitute for any materials, equipment, and appliances to be used in the Units and buildings described herein and to change the size, number, and location of buildings, Units, and other improvements. The Declarant is not responsible for variations in dimensions from one Unit to another of similar design.

ARTICLE 22

INTERPRETATION

- 22.1 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

ARTICLE 23

NOTICES

- 23.1 All notices hereunder and under the Bylaws and the Act, to the Association and the Board, shall be sent by United States certified mail or national overnight courier to the Board, c/o Bowes Development, LLC, 28 Derry Lane, Hudson, New Hampshire 03051, or as the Board may designate, from time to time. All such notices to Owners shall be sent to the address of the Owners at their respective Units and to such other addresses as any of them may have designated in writing to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein.

N O T E X H I B I T A N O T
 A N A N
 O F F I C I A L S U B M I T T E D E A N D I C I A L
 C O P Y C O P Y

A certain parcel of land located on the easterly side of Brown Road and the northerly side of Girardin Lane in the Town of Poland, County of Androscoggin, State of Maine and being more particularly described as follows:

O F F I C I A L O F F I C I A L

BEGINNING at 5/8" capped rebar located on the apparent easterly sideline of the Brown Road, being N 53° 08' 09" E a distance of seven and 33/100 feet (7.33') from a 6" x 8" granite monument. Said rebar also being at the southeast corner of land now or formerly of Stephen B. Crooker as described in a deed dated October 1, 2003 and recorded in the Androscoggin County Registry of Deeds in Book 5687, Page 302;

- 1) Thence, southeasterly on a curve to the left having a radius of one thousand two hundred twenty_three and 56/100 feet (1,223.56') by the apparent e asterly sideline of said Brown Road, a distance of eighty_nine and 28/100 feet (89.28') to a 5/8" capped rebar;
- 2) Thence, S 05° 29' 47" E by the apparent easterl y sideline of said Brown Road, a distance of three hundred eighty_six and 05/100 feet (386.05') to a 5/8" capped rebar at the corner of said Brown Road and Girardin Lane;
- 3) Thence, N 74° 57' 40" E by the northerly sideline of said Girardin Lane, a distance of four hundred twelve and 64/100 feet (412.64') to a 5/8" capp ed rebar at the southwest corner of land now or formerly of Roger and Danielle Girardin as described in a deed dated May 24, 1999 and recorded in said Registry in Book 3779, Page 214;
- 4) Thence, N 25° 38' 28" E by the northwest sideline of said Girardin, a distance of two hundred thirty_three and 52/100 feet (233.52') to a 5/8" capped rebar;
- 5) Thence, N 42° 17' 08" E by the northwest sideline of said Girardin, a distance of three hundred forty_nine and 30/100 feet (349.30') to a 5/8" capped rebar;
- 6) Thence, N 48° 19' 00" E by the northwest sideline of said Girardin, a distance of one hundred fifty_five and 79/100 feet (155.79') to a 5/8" capped rebar on the westerly sideline of land now or formerly of the Town of Poland as described in a deed dated October 5, 1979 and recorded in said Registry in Book 1430, Page 34;
- 7) Thence, northerly on a curve to the right having a radius of one thousand nine hundred nine and 86/100 feet (1,909.86') by the westerly sideline of said Town of Poland, a distance of four hundred fifty_three and 40/100 feet (453.40') to a 5 /8" capped rebar being a chord bearing of N 01° 56' 06" W and a chord distance of four hundred fifty_two and 34/100 feet (452.34') from the 5/8" rebar described in Course 6 above. Said rebar also being at the southeast corner of land now or formerly of Linwood C. and Callie Osgood as described in a deed dated May 7, 1990 and recorded in said Registry in Book 2549, Page 46;

8) Thence, ~~S 59° 08' 09"~~ W by the southeast ~~side~~ line of said Osgood, a distance of six hundred ninety and ~~75~~ 100 feet (690.75') to a 3/4" ~~iron~~ pipe at the southeast corner of said Crooker; O F F I C I A L O F F I C I A L

C O P Y

C O P Y

9) Thence, S 53° 08' 09" W by the southeast ~~side~~ line of said Crooker, a distance of four hundred six and ~~88~~ 100 feet (406.58') to the ~~POINT OF BEGIN NING~~.

A N

A N

The bearings above referred to are referenced to Magnetic North March 1999. All capped rebars are further identified with a yellow cap inscribed CJKL Surveying, PLS 2216.

For title of Edwin K. Boyker, see deed from Alexander B. Walton et al to Delmer C. Boyker, dated August 25, 1913, recorded in said Registry of Deeds in Book 249, Page 512; deed from said Walton et al to D. Clayton Boyker, dated June 13, 1914 and recorded in said Registry of Deeds in Book 305, Page 21; deed from Charles E. Morey to Clayton Boyker dated November 6, 1920 and recorded in said Registry of Deeds in Book 305, Page 20; deed from Lois G. Walton to Annie C. Walton, dated November 17, 1932 and recorded in said Registry of Deeds in Book 568, Page 78. Said Delmer C. Boyker, a/k/a D. Clayton Boyker, a/k/a Clayton Boyker, deceased intestate on March 30, 1965, Androscoggin County Registry of Probate, docket #33905, survived by his wife, Blanche Viola Boyker, and Edwin K. Boyker, his son and sole heir_at_law. See deed from Edwin K. Boyker to Blanche V. Boyker dated August 24, 1965 and recorded in said Registry of Deeds in Book 946, Page 443. Annie C. Walton deceased intestate on January 24, 1970, said Registry of Probate docket #36430, survived by Blanche Viola Boyker as her sole heir_at_law. Blanche B. Boyker deceased intestate a widow on November 27, 1973, said Registry of Probate docket #38230 survived by Edwin K. Boyker as her sole heir_in_law. Edwin K. Boyker died testate February 5, 2006 and his estate was duly admitted to Probate on February 16, 2006 as shown by the probate records of the county of Androscoggin, State of Maine docket #2006-71.

BEING the same premises conveyed to Bowes Development, LLC, by Susan Chretien and Cindy Ellingwood, Co-Personal Representatives of the Estate of Edwin K. Boyker, Deed of Sale by Personal Representative dated September 12, 2006 and recorded on September 14, 2006 in the Androscoggin County Registry of Deeds at Book 6900, Page 79.

ANDROSCOGGIN COUNTY
Tha R. Chaurand
 REGISTER OF DEEDS