
APPLICATION COMPLETENESS & STAFF REVIEW COMMENTS MEMO

DATE: August 5, 2025

TO: Dustin Roma PE, DM Roma Consulting Engineers
James Cummings, 25 River Road LLC

FROM: Amanda Lessard, Senior Planner/Project Manager

Cc: Steve Puleo, Planning Director
Windham Planning Board

RE: #25-01 Dolley Farm Subdivision – Major Site Plan & Subdivision – Final Plan Review – River Road – 25 River Road, LLC

Requested Planning Board meeting: **August 11, 2025**

Thank you for submitting your final application on July 21, 2025. The application is **incomplete**. The staff has reviewed the application and found several outstanding item listed below under “**Final Subdivision & Site Plan Application Completeness**” that **need your attention by August 7, 2025** before the Planning Board final plan review is included on the agenda, in accordance with Windham Land Use Ordinance [§120-907B\(4\)\(b\)](#). Your application is **tentatively scheduled for review on August 11, 2025**. The Planning Board meeting is an "in-person meeting" at the Town Council Chambers in the Town Hall located at 8 School Street. The meeting begins at 6:00pm, and your attendance is required.

This memo updates the memo dated August 4, 2025. New staff comments are underlined below.

Project Information

This application is for a 42-unit residential condominium development on a 30.82-acres property. The development will have an access drive to the 21 duplex buildings. All units will be served by private on-site septic systems, and public water will be extended 400-feet in River Road to service the dwellings.

The subject property is identified as Tax Map: 5; Lot: 25; Zone: Medium-density Residential (RM) zoning district in the Presumpscot River watershed.

Final Subdivision & Site Plan Application Completeness

- [§120-907C\(4\)\(g\)\[2\]](#) Maine DEP Stormwater Permit.

Staff Review Comments

Planning Department

1. During review of the preliminary plan, the Planning Board requested that the final plan submission include a blasting plan that includes proposed notification to abutters and the Town.
2. The Boundary Survey should be updated to reflect the transfer to the abutter as Plan Notes 4 and 7 are no longer current references.

3. The final plan submission notes that the Preliminary Subdivision application dated April 21 and response dated May 30 contained much of the required information for Major Site Plan review, so was not included with this application. The submission should include the final site plan submission items that were not fully reviewed or approved by the Board as part of the Preliminary Subdivision application so that there is no need reference the [May 12, 2025](#) and [June 9, 2025](#) Planning Board agenda for details on site landscaping, multifamily development standards and building architectural plans.
4. [§120-814](#) Multifamily Development Standards.
 - a. In the May 30 response to staff comments on the building orientation required by [§120-814A\(3\)\(a\)](#) and the street facing facades 25% minimum fenestration required by [§120-814A\(2\)\(d\)](#), Response #13 stated that, *“The building plans for Units 1 and 15 are being designed with a wrap-around front porch element so that the main entrance is on Dolly Farm Road but the porch element wraps around the side of the building to create the look of a front entrance facing River Road. We are also adding additional windows to the west side of Units 1 and 15 to meet the fenestration requirement. Updated building plans will be provided with the Final Site Plan application.”* The final plan submission does not include updated building plans and the wrap around porch detail is not shown on the final site plan.
 - b. As noted in the June 5, 2025 staff memo to the Planning Board, the proposed sidewalk from Dolley Farm Road to the connection at the proposed sidewalk along River Road is located within the side yard setback and impacts the buffer to the existing residential abutter. Provide additional screening or relocate the sidewalk to provide an adequate buffer required by [§120-814B\(2\)\(b\)](#).
 - c. [§120-814B\(4\)\(b\)](#) requires 15% of the total lot area (inclusive of required setback areas) be designated, and permanently reserved, as usable common open space. The preliminary plan submission notes that 43,300 sf will be maintained as open lawn to be utilized by the residents for recreation and approximately 24 acres of the entire 34-acre parcel will be left as woodland. The plan should note the required amount of open space and which areas are to be permanently reserved as usable common open space.
 - d. [§120-814B\(4\)\(c\)](#). The site plan designates, within the common open space, the proposed constructed amenities for passive use or active areas required by [§120-814B\(4\)\(c\)](#).
 - i. Provide an example of the type of constructed playground facility and picnic pavilion that is proposed. These are a required element that shall be included in the performance guarantee for the development.
 - ii. The plan should note the required amount of contiguous area required and the size of the area provided.
 - iii. The purpose of the dashed line behind the playground area is unclear.
 - iv. Is Septic Field C designed to additionally be used as a play area?
5. Change Town of Standish to Windham in Note 4 on the Grading and Utility Plan.
6. Recommended CONDITIONS OF APPROVALS:
 1. Approval is dependent upon and limited to the proposals and plans contained in the application dated December 23, 2024 as amended [*the date of the final plan approval*] and supporting documents and oral representations submitted and affirmed by the applicant, and conditions, if any, imposed by the Planning Board. Any variation from such plans, proposals, supporting documents, and representations is subject to review and approval by

- the Planning Board or the Town Planner in accordance with [§120-912](#) or [§120-815](#) of the Land Use Ordinance.
2. In accordance with [§120-914B\(5\)](#) and [§120-815C\(1\)\(b\)](#) of the Land Use Ordinance, the Construction of improvements covered by any subdivision plan approval shall be completed within two years of the date upon which the performance guarantee is accepted by the Town Manager. The developer may request a one-year extension of the construction completion deadline prior to the expiration of the period. Such request shall be in writing and shall be made to the Planner. The Town Manager may require an update to the schedule of values and the amount of the guarantee when accepting an extension of the construction period. If construction has not been completed within the specified period, the Town shall, at the Town Manger's discretion, use the performance guarantee to either reclaim and stabilize or to complete the improvements as shown on the approved plan.
 3. In accordance with [§120-911N\(5\)](#) of the Land Use Ordinance, the condominium association documents shall be recorded in the Cumberland County Registry of Deeds within 90 days of the date that the subdivision plan is recorded in the Cumberland County Registry of Deeds. Evidence of such recording shall be provided to the Planning Department. No units shall be sold in the subdivision prior to recording and all deeds shall reference the declaration establishing the condominium association.
 4. The development is subject to the following [Article 12 Impact Fees](#), to be paid with the issuance of new building permits for the uses: [Recreation Impact Fee](#), [Open Space Impact Fee](#), [Public Safety Impact Fee](#); and [Municipal Office Impact Fee](#). All fees will be determined and collected for any building, or any other permit for the development, [§120-1201C](#).

Town Engineer

7. I am satisfied with the response to my comment in May concerning the greater peak flow in the developed condition at SP-2 for the 2-yr storm. If the 10-yr or 25-yr storm were exceeding predeveloped flow it would be more of a concern considering the intensity of recent storms. The Planning Board may waive the flooding standard in accordance with [§120-812E\(1\)\(a\)\[1\]](#). Submit a [waiver request form](#).
8. I noticed that for SP-3, which takes the largest flow from the development, the modeled post-development peak flow from the 25-yr storm is only equal to the predevelopment flow. This is the flow coming out of vegetated soil filter basins 1 and 2 and flows to Newhall Road, where presumably it enters a culvert that goes under the road. Again, based on recent intense storms I am a bit concerned about potential flooding at Newhall Road when the modeling shows equal pre-and post-development flows. I think at least I would want to look at the size/condition of the culvert under Newhall Road.

Town Attorney

9. See attached redlines to the declaration and bylaws for Dolley Farm. The declaration should not refer to this as a phased project, as it's not being presented to the Planning Board as such. I would prefer approval to be delayed until the documents are finalized.

As staff review comments related to compliance with any applicable review criteria become available, I will send them to you ASAP. We will need your response by August 7, 2025 or earlier to be included in the Planning Board agenda. Thank you for your attention to these matters. Provide one copy of your response to staff comments with all revised application materials and one (1) plan set. Email an electronic copy of your response letter, supporting documentation, and plan set. Please feel free to call me with any questions or concerns at (207) 207-894-5900 x 6121 or email me at allessard@windhammaine.us.

DECLARATION
OF
DOLLEY FARM CONDOMINIUMS

Commented [BM1]: Changed to "Dolley" throughout to maintain consistency with the plans and the application narrative.

ARTICLE I
SUBMISSION

25 RIVER ROAD LLC, A Maine limited liability company with an office in the Town of Windham, Maine (the "Declarant"), hereby submits the land, improvements, rights and appurtenant easements known as "Dolley Farm Condominiums" with all buildings and improvements thereon, located in the Town of Windham, Cumberland County, Maine, and more particularly described in Schedule A-1 attached hereto (the "Property") (~~"Phase I"~~), to the Maine Condominium Act (the "Condominium Act"), Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, and hereby creates "Dolley Farm Condominiums" (the "Condominium").

The Condominium consists initially of ~~the Phase I and initially~~ _____ (42) units known as

Units _____ 1-42, subject to the Development Rights reserved by the Declarant pursuant to this Declaration that allow Declarant, among other things, (a) to add to the Condominium the land, improvements, rights and appurtenant easements, with all buildings and improvements, thereon, more particularly described in Schedule A-2 (~~"Phase II"~~), and (b) to create as part of this Condominium up to a total of ninety-two (92) units, consisting of forty-two (42) units on Phase I and up to fifty (50) on Phase II, as described in more detail in Article IV below, all subject to the other Special Declarant Rights set forth in this Declaration and all subject to review and approval by the Town of Windham Planning Board, pursuant to and consistent with all applicable provisions of the Town of Windham. ~~For purposes of this Declaration, the "Property" shall in initially mean Phase I, and at such time as Phase II is added to the Condominium, the Property shall thereafter include both Phase I and Phase II.~~

Commented [BM2]: Removing all references to Phase I and Phase II as the subdivision is not being reviewed as a phased project.

~~Both Phase I and Phase II are~~ The Property is more specifically shown on the condominium plat to be recorded herewith in the Cumberland County Registry of Deeds identified as follows: "Plat of Dolley Farm

Condominiums” prepared by _____ and dated _____ (the
“Plat”). The unit owners’ association shall be a Maine nonprofit corporation known as “Dolley
Farm Condominium Association” (the “Association”). Reference is also made to the plan
entitled “Subdivision Plan, Dolley Farm Subdivision” (the “Subdivision Plan”), prepared by DM

Commented [BM3]: The Plat needs to be provided. The included Subdivision Plan (Sheet 4) is not sufficient.

Roma Consulting Engineers [for 25 River Road LLC](#), dated April 21, 2025, [as updated through July 1, 2025](#), approved by the Town of Windham Planning

Board on _____, 2025, and recorded or to be recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____. [The Subdivision Plan approved Phase I of the Condominium.](#)

The terms used in this Declaration, the Bylaws of the Association or the Plat generally shall have the meanings specified in the Condominium Act, except as otherwise defined herein or therein.

ARTICLE II

UNIT BOUNDARIES

Section 2.1 Location and Dimension of Units.

The units consist of ~~parcels of land that are a portion of the Property together with the air space above the surface of the earth~~ [individual interests in portions of the Property, as more specifically defined in Section 2.2, below](#). The vertical boundaries of each unit, the identification number of the unit, and approximate area of the unit are shown on the Plat, along with the limited common elements appurtenant thereto, which are further described in Section 3.1(B) below.

Section 2.2 Unit Boundaries.

The boundaries of each unit are as shown on the Plat and are as follows:

A. Horizontal Boundaries: The lower horizontal boundary of each unit is the final graded physical surface of the earth, whether natural or disturbed, approximately as shown on the Plat, extending to an intersection with the vertical (perimeter) boundaries. The units have no upper horizontal boundaries. Reference is made to Section 9.2(A) below, which provides unit owners a license to alter the grade of the physical surface of the earth in connection with the construction of improvements on their units.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the units generally are the vertical planes in the locations depicted as the perimeter of the units on the Plat and being

Commented [BM4]: For clarity's sake, the Planning Board is not reviewing this project as a phased project. It is only reviewing a single "phase" of 42 units.

perpendicular to the general surface of the earth within the unit and extending skyward from the lower horizontal boundary. The vertical boundaries for units that contain buildings with party walls are located in the center of the framing of the party walls.

All residential dwellings, garages, and other structures, fixtures and improvements at any

time located within a unit's boundaries, whenever constructed, are a part of that unit, except as expressly provided in this Article II and elsewhere in this Declaration.

A unit does not include: (i) the earth and land underlying a unit's lower horizontal boundary and any improvements therein from time to time, (ii) any pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines that are located beneath the lower horizontal unit boundary, up to the point where any such item crosses the lower horizontal unit boundary, or (iii) the driveway leading to any garage that is part of a unit from the common drives and access ways shown on the Plat.

Because the units in the Condominium do not have horizontal boundaries corresponding to physical, man-made structures, no plans are presently included with this Declaration, and all information required by section 1602-109(d) of the Condominium Act appears on the Plat.

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Except with respect to the exercise of Development Rights, relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental approvals, permits and licenses. The subdivision of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of common ownership in the common elements and liability for common expenses shall be allocated equally and pro rata to each unit according to the number of units in the Condominium. Each unit shall have one (1) equal vote as a member of the Association. The allocation of common element interest, voting rights and common expense liability appurtenant to the units created on the date of this Declaration is set forth in Schedule B.

ARTICLE III

COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. The common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

- (1) The land, with the benefit of and subject to all easements, covenants,

agreements, rights and restrictions of record as of the date hereof, including without limitation those matters described in Schedule A;

(2) The common drives and access ways as shown on the Plat and the driveway leading to any garage that is part of a unit from those common drives and access ways;

(3) The area designated on the Subdivision Plan as “Stormwater Buffer”, “Area Reserved for Recreation Purposes”, and the other open space on the Property;

(4) The common sewage disposal facilities serving the units and the common elements;

(5) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines (excepting equipment owned by public and municipal utilities) that are located beneath the lower horizontal unit boundary, below the point where any such item crosses the lower horizontal unit boundary; and

(6) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act:

(1) The driveway leading to the unit from the common drives and access ways as shown on the Plat. To the extent that driveways accessing units are shared, the shared portion of those driveways shall be limited common elements allocated to those units and shared by those units.

(2) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines (excepting equipment owned by public and municipal utilities) that are located beneath the lower horizontal unit boundary, and all other improvements located in the earth under the unit’s lower horizontal boundary from time to time, that serve only that unit.

(2)

C.

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ARTICLE IV

DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS AND DECLARANT CONTROL PERIOD

Section 4.1 Development Rights.

A. ~~Phase I~~Declared Property.

~~In Phase I of the Condominium,~~ The Declarant reserves to itself, for the benefit of itself and its successors and assigns, the Development Rights to create ~~additional units,~~ up to a total of forty-two (42) units, in buildings containing two (2) units each, as shown on the Plat and the Subdivision Plan, and to add common elements or limited common elements within the Condominium, to allocate limited common elements created to the various units, to convert units into common elements or limited common elements, to convert common elements into units, to withdraw real estate from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any unit of access or utilities). No modification or relocation shall result in the location of permanent structures or site improvements in areas occupied by the septic system components.

B. ~~Phase II~~Future Development Rights.

In accordance with and subject to the Condominium Act, the Declarant reserves the Development rights (but not the obligation), until the construction, marketing and sale of all units is completed, including any future units that may be created under this Declaration, to add to the Condominium the property described on Schedule A-2, and to create thereon up to fifty (50) additional units identified ~~within Phase II as shown on the Plat,~~ for a maximum total of ninety-two units (92) in the Condominium ~~in Phases I and II,~~ and in connection therewith to add common elements or limited common elements within the Condominium, to allocate limited common elements created to the various units, to convert units into common elements or limited common elements, to convert common elements into units, to withdraw real estate from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any unit of access or utilities). Declarant's development of of Phase II additional units shall be subject to the terms and

conditions of any permits and approvals that the Declarant is required to obtain in connection ~~with Phase II~~such development, including any approval obtained from the Town of Windham Planning Board. The Declarant's future development rights reserved in this Declaration shall not be construed in any way to constitute a promise, guarantee, or approval of the viability of such future development rights under applicable rules, regulations, ordinances, and statutes enforced by the Town of Windham, including but not limited to Chapter 120, Article 9 of the Town of Windham Code of Ordinances.

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C. General Provisions.

~~The real estate subject to the Development Rights is Phase I and Phase II.~~ The Development Rights herein reserved may be exercised with respect to different parcels of real estate at different times as Declarant, in its sole discretion may determine, but subject to the review and approval of the Town of Windham, including but not limited to its Planning Board and Code Enforcement Department. No assurances are hereby made with respect to the order in which the parcels of real estate subject to the Development Rights hereof will be subjected to the exercise of such Development Rights. The creation of any additional unit or units may occur in any number of stages and in such order as the Declarant determines, or not at all, and upon addition shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional units. If any such Development Right is exercised in any portion of the real estate subject to such Development Right, such Development Right need not be exercised in all or any other portion of the Property. Without limiting the generality of the foregoing statements, the Declarant reserves the right to ~~add Phase II to the~~ additional units to the Condominium at any time prior to the construction of all units originally shown on the Plat, either before or after the creation of all units for which Development Rights are reserved with respect to Phase I subject to receipt of all applicable permits and approvals from the Town of Windham.

If units are added to or withdrawn from the Condominium, or converted into or from common elements, by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the units such that each unit shall have one (1) vote, and the percentage of interest in common elements and the common expense liability shall be allocated equally and pro rata among all of the units created and then existing. The effective date for the reallocation of the percentage interest and common expense liability for and of the assignment of common expense assessments, and of a vote to such additional unit shall be the date of the recording in the Cumberland County Registry of Deeds by the Declarant of the amendment to this Declaration creating such units.

~~The additional units in Phase II~~ Any units constructed as part of an additional phase of this condominium, by and through the future development rights of the Declarant, may not be built with the size, or in the configurations or locations shown on the Plat, *such configuration being shown for purposes of illustration only.* **THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO**

Commented [BM5]: This may be true from a condominium perspective, but note that all subdivision improvements must be completed within 2 years of acceptance of the performance guarantee per Sec. 120-914(B)(5).

*VARY SUCH UNITS AND COMMON ELEMENTS, INCLUDING WITHOUT LIMITATION
THEIR NUMBER, SIZES AND LOCATIONS, IN ITS DISCRETION.* Declarant need not add ~~said~~
~~Phase II, the units shown thereon~~such units, or said limited common elements to the Condominium
and hence said units and limited common elements *NEED NOT BE BUILT*. All improvements
within any portion of ~~Phase I or Phase II~~the Condominium ~~that is added to the Condominium~~ must
be substantially completed as and when they are added.

Section 4.2 Limitations on Development Rights.

All buildings or other improvements constructed by Declarant in the exercise of its Development Rights will be:

A. Generally compatible with the architectural style and quality of construction of other buildings and improvements in the Condominium, provided that the Declarant may substitute construction materials and techniques of equal or better quality; and

B. Consistent with the Subdivision Plan and any additional or future subdivision or other approvals that Declarant, its successor and assigns obtain with respect to the Condominium, with such variations as may be approved by the Planning Board of the Town of Windham and such additional variations as may be permissible from time to time without amendment of the Subdivision Plan.

C. Subject to all restrictions contained in this Declaration affecting the use, quality or alienation of units, including, without limitation, the restriction to residential use.

Development Rights and Special Declarant Rights must be exercised within fifteen (15) years from the date of recordation of this Declaration provided that the period of Declarant control of the Association as permitted by Section 1603-103(d) of the Condominium Act, and as reserved in section 4.3 below, shall terminate in accordance with the provisions thereof, [and provided that all new subdivision approval and/or the renewal of previously expired subdivision approvals from the Town of Windham Planning Board may be required in order for the Declarant to exercise such Development Rights.](#) For purposes of this Article IV, Development Rights and Special Declarant Rights shall be deemed to be exercised at such time as Declarant, its successors or assigns amends this Declaration to reflect the exercise of such Development Right or Special Declarant Right, if the exercise of such right requires an amendment to this Declaration, regardless of the time that such work contemplated by the Development Right or Special Declarant Right is completed.

When the Declarant exercises any of its Development Rights, the Declarant shall, as and when appropriate, prepare and record a revised plat showing the precise locations of units and the limited common elements appurtenant thereto, pursuant to 1602-109(f) of the Condominium Act.

Section 4.3 Special Declarant Rights.

The Declarant reserves, in favor of itself and any successor Declarant, the following rights with respect to the Property (the “Special Declarant Rights”) until the construction, marketing and sale of all units created or that Declarant is allowed to create pursuant this

Declaration and the common elements related thereto are completed:

A. To locate and relocate the common elements, limited common elements and units, even though not depicted on the Plat; provided, however, that the location of all common elements, limited common elements, and units must be consistent with the Subdivision Plan, unless an amendment to such Subdivision Plan is approved by the Town of Windham Planning Board; and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable, drainage, natural gas, and sewer and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through units sold by Declarant to third parties without such unit owner's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and that the common elements promptly shall be reasonably restored upon disturbance;

B. To convey to the Town of Windham, or otherwise to dedicate to the public, the roads, drives, lanes and ways shown on the Plat and on the Subdivision Plan, including without limitation Thayer Drive and Dolley Farm Road.

C. To connect with and make use of utility lines, wires, pipes, conduits and facilities located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

D. To use the common elements and limited common elements for ingress and egress, for the alteration, repair and construction of units, common elements and limited common elements (including without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of ponds, drainage ditches and swales and the installation of signs and lighting for sales and promotional purposes;

E. To use the common elements and limited common elements for the ingress and egress of itself, its employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time

to time within the Property; to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

F. To appoint and remove members of the Executive Board of the Association (the “Board”) and officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) of the units that Declarant is allowed to create pursuant to this Declaration but in any event:

- (1) Within seven (7) years of the first conveyance of any unit, or
- (2) Until voluntarily waived in whole or part by Declarant by written notice duly recorded, whichever occurs first (together, the “Declarant Control Period”).

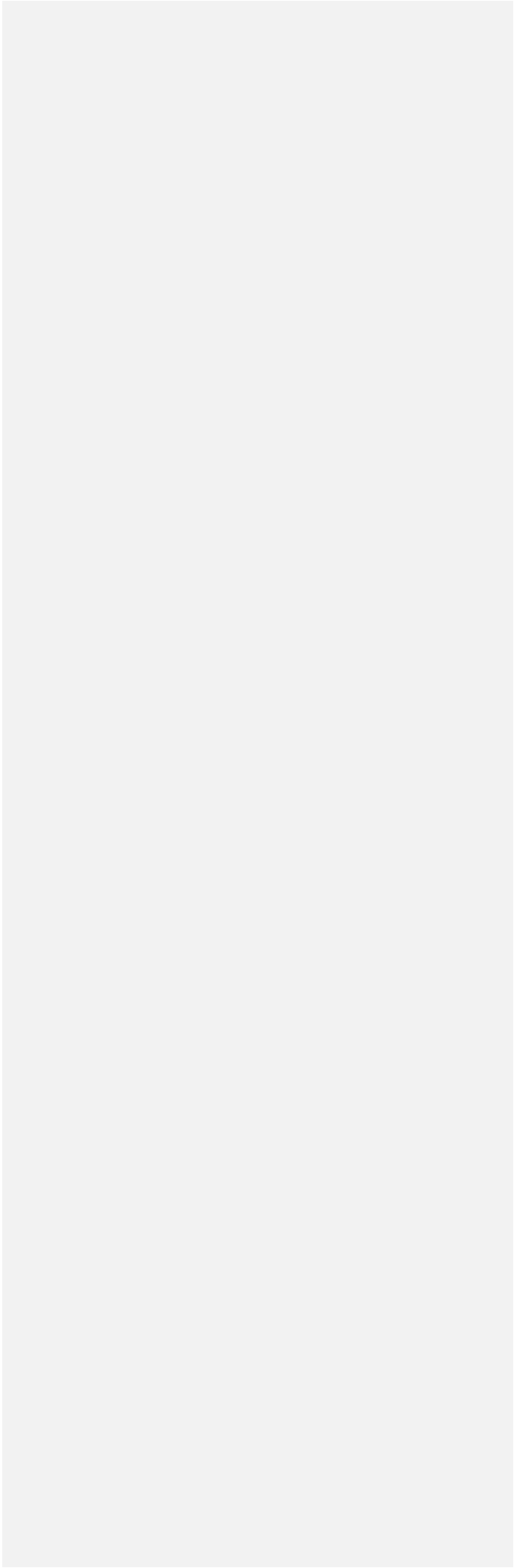
G. Those Special Declarant Rights as defined in the Condominium Act.

Section 4.4 Completion of Buildings.

The Declarant reserves, in favor of itself and any successor Declarant, the right until completion of construction of buildings and related improvements for all units created by this Declaration or that Declarant is allowed to create pursuant to its Development Rights: To complete construction of duplex residential structures (or such other residential structures as may be approved by the Town of Windham Planning Board), garages, common element improvements, structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit, or with respect to the creation of units, or in and on the common elements, all pursuant to Section 1602-110 of the Condominium Act. The Declarant shall have no obligation to construct dwellings or structures within any Unit, except pursuant to any contract with the owner of such a Unit, notwithstanding the depiction of such building footprint on the Plat. All dwellings, structures and improvements initially constructed within a unit shall be constructed by Declarant or a contractor approved by Declarant in writing. All dwellings, structures and improvements within a unit not constructed by Declarant must first be approved by Declarant in writing in accordance with the provisions of Section 9.4 below.

Section 4.5 Unsold Units.

Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold units as the owners of individual units after initial conveyance of an individual unit by the Declarant.



Section 4.6 Amendments to Article IV.

This Article IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The benefits of Article IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred by recorded instrument specifically referring to the transferred rights and executed by Declarant and its successor or assignee.

ARTICLE VAMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENTSection 5.1 Amendment of Declaration.

This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except with respect to the exercise of Development Rights or Special Declarant Rights and except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Such notice shall be sent to all unit owners. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to Article X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to Article X. Unit owners and Eligible Mortgage Holders, if required by Article X, may express their approval in writing or by proxy.

C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 Consent of Declarant.

No amendment shall be made to this Declaration, the Bylaws of the Association or the rules and regulations of the Association during the Declarant Control Period, or with respect to

the Development Rights or Special Declarant Rights, without the prior express written consent of the Declarant.

Section 5.3 Amendment to Comply with Secondary Market Mortgagee Requirements.

It is Declarant's intent that this Declaration complies with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements.

ARTICLE VI

INSURANCE, DAMAGE OR DESTRUCTION

Section 6.1. Association Insurance Generally.

The Association shall maintain all insurance required by ~~accordance with s~~Section 1603-113 of the Condominium Act. The Association may also obtain and maintain as a common expense: (i) to the extent available at reasonable cost, directors' and officers' liability insurance; (ii) worker's compensation insurance, if and to the extent necessary to meet the requirements of law; and (iii) other insurance that the Association may determine is necessary.

Section 6.2 Hazard Insurance on Units and Common Elements.

The Association shall obtain hazard insurance covering the units, all common elements and limited common elements not located within a unit, including fixtures, building service equipment and common personal property and supplies belonging to the Association. The hazard insurance maintained by the Association need not cover any improvements and betterments made by any unit owner unless the Board consents to any such improvement being covered on the Association's policy and such improvement is expressly listed and insured through the

Association's policy. Such policy shall insure against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by

the standard “all risk”, vandalism, malicious mischief, windstorm and water damage endorsements, together with coverage for payment of common expenses with respect to damaged units during the period of reconstruction. The total amount of insurance after application of any deductibles shall be as near as practical to one hundred percent (100%) of the then current replacement cost of all such property, exclusive of land, excavations, foundations and other items normally excluded from such policies. Such policy shall include the following endorsements, to the extent available on reasonable terms: (a) agreed amount and inflation guard; (b) construction code endorsements; and (c) steam boiler coverage endorsement providing at least one hundred thousand dollars (\$100,000.00) coverage for each accident, if applicable. Such policy shall show the Association as the named insured, and must also name as a named insured any holder of a first mortgage on the common elements and its successors and assigns.

Section 6.3. Flood Insurance.

If any part of the common areas of the Condominium is in a flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a flood insurance policy. Such policy shall cover all common area buildings and other property, real or personal, located within the flood area. The amount of such insurance shall be equal to at least the lesser of (a) one hundred percent (100%) of the then current replacement cost of all property in the flood area, or (b) the maximum coverage available for the Condominium under the National Flood Insurance Program.

Section 6.4 Repair of Units and Common Elements.

Any portion of the units and common elements that is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under Article VII;
- B. Repair or replacement would be illegal under any federal, state or local land use or zoning law, regulation, code or ordinance; or
- C. One hundred percent (100%) in interest of the unit owners vote not to rebuild, including every owner of a unit or limited common area that would not be rebuilt and

including the consent of the Eligible Mortgage Holders as provided in Article X, [as well as the Town Manager of the Town of Windham or their designee.](#)

Insurance deductibles and the cost of repair or replacement either (i) in excess of insurance proceeds and reserves or (ii) not covered by any insurance, shall be a common

expense.

Section 6.5 Application of Insurance Proceeds with respect to Units and Common Elements.

If any of the units or common elements referenced in Section 6.4 are not completely repaired or replaced after damage:

A. The insurance proceeds attributable to the damaged units, common elements and limited common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

B. The insurance proceeds attributable to each unit (including, without limitation, improvements constituting a permanent part of the unit that are insured by the Association and the unit's interest in limited common elements) that is not rebuilt shall be distributed to the owner of each such unit and the owners of the units to which the limited common elements were assigned, after payment of the holders of liens thereon, in accordance with the Condominium Act; and

C. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted by the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements in connection therewith. The insurance proceeds shall be paid to the Association as trustee for the unit owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated.

Section 6.6 Association Public Liability Insurance.

The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members, and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a

“severability of interest endorsement” or equivalent coverage that precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit

owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed periodically by the Board and may be changed in the Board's discretion.

Section 6.7 Unit Owner Insurance.

Unless such items are covered by the Association's policy, each Unit owner shall be solely responsible for maintaining property insurance with respect the improvements and betterments to its unit and the contents thereof, including without limitation those by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement. Any unit owner who obtains individual insurance policies covering any portion of the Property other than improvements and betterments to its unit belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance. The Association shall have no obligation to maintain liability insurance for the benefit of any owner except as expressly required by section 6.6 above. Each unit owner shall be responsible for maintaining liability insurance with respect to its unit and the use, occupancy and ownership thereof, which policy shall name the Association as an additional insured, and the unit owner shall provide to the Association a current certificate of such insurance, including the renewals thereof.

In the event of damage to or destruction of any building, structure or improvement located on a unit or limited common element assigned exclusively to that unit, to the extent that the Association is not responsible for the repair of such damage or destruction, the unit owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct barriers around any unsafe condition on the unit resulting from such damage or destruction and, by no later than one (1) year after the date of such damage or

destruction, shall cause the buildings, structures or improvement to be reconstructed substantially identical in design and materials to the damaged buildings, structures or improvements when

new (the plans for which the Board will endeavor to keep on file at the Association's office). If the unit owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall have no obligation, to do so and to charge the cost thereof to the unit owner as a service charge as provided in this Declaration.

ARTICLE VII

REMOVAL FROM THE CONDOMINIUM ACT

Section 7.1 Termination of the Condominium.

The submission of the Property to the Condominium Act herein shall not be revoked or terminated unless (i) one hundred percent (100%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act, and (ii) the percentage of the Eligible Mortgage Holders required by Article X shall agree to such revocation or removal of the Property from the provisions of the Condominium Act, their agreement to be established by written instrument duly recorded. [The Termination of the Condominium under this Section 7.1 shall not be effective unless approved in writing by the Town of Windham Planning Board, which shall not be given unless and until its has reviewed and approved replacement homeowners' association documents provided by the Condominium Association, which comply with § 120-911N of the Town of Windham Code of Ordinances, as may be amended or recodified.](#)

Section 7.2 Ownership upon Termination.

Upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

ARTICLE VIII

EMINENT DOMAIN

Section 8.1 Taking of an Entire Unit.

If a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the unit and the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, the unit's allocated interests shall be automatically reallocated to the remaining units in proportion to their respective allocated interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

Section 8.2 Taking of Part of a Unit.

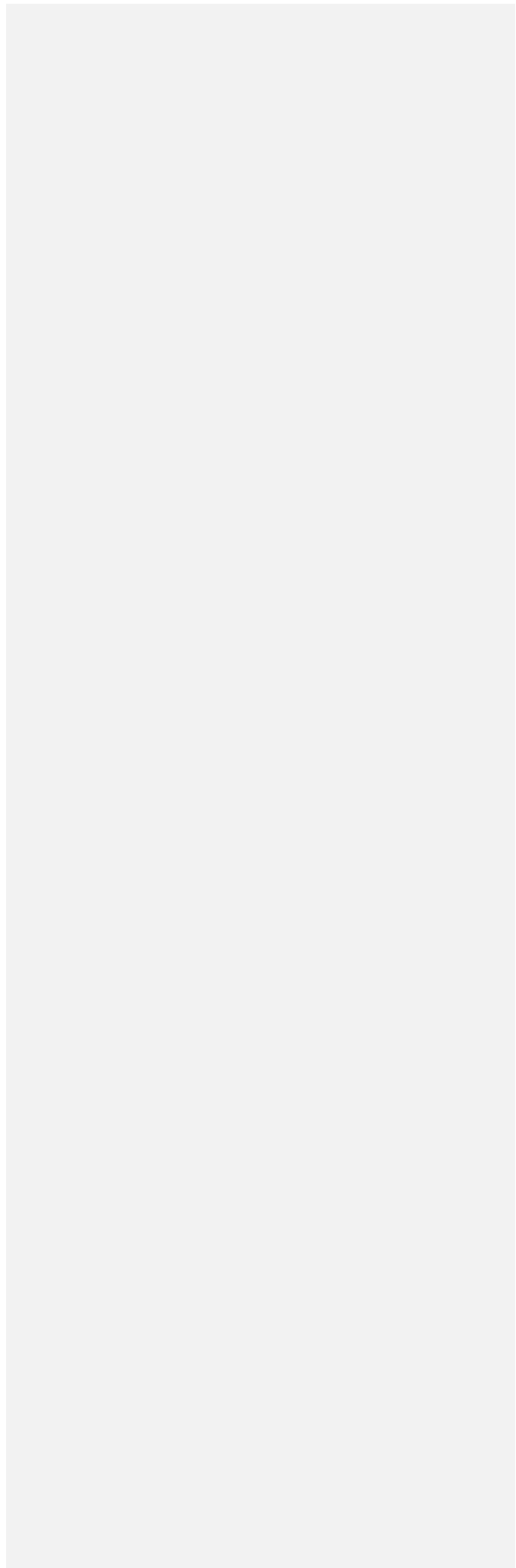
If part of a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the reduction in value of the unit and its interest in the common elements, whether or not any common elements are acquired. That unit's allocated interests shall not be reduced or re-allocated as long as the unit remains useable as a building lot for a single-family residence. If the unit is no longer useable as a single-family residence, then the unit's allocated interests shall be reallocated ratably among all other units in the Condominium in accordance with the procedures set forth in Section 8.1.

Section 8.3 Taking of Common Elements.

If part of the common elements is acquired by eminent domain, the Association shall be entitled to payment of the award, subject to the Condominium Act; generally, the portion of the award attributable to the common elements taken shall be distributed to the unit owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4 Association as Agent for Unit Owners.

In the event of a proposed acquisition by eminent domain of any portion of the Property, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgagee of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking the unit and/or the unit's interest in the common elements.



ARTICLE IX

EASEMENTS; LICENSES; ENCROACHMENTS; USE RESTRICTIONS

Section 9.1 Easements in general.

A. Appurtenant to each unit is a perpetual right, subject to the rules and regulations established by the Board, of ingress and egress from such unit through the common elements and limited common elements allocated to such unit to Dolley Farm Road and Thayer Drive, if and to the extent that Dolley Farm Road or Thayer Drive is then a public street; otherwise over Dolly Farm Road and Thayer Drive to the public streets adjoining the Property. Such right of ingress and egress shall generally be restricted to the common element roads, drives and access ways.

B. The Declarant reserves an easement for ingress and egress, by foot, motor vehicles and otherwise, including with construction equipment, and for the location of all utilities that may be necessary or desirable, either above-ground or underground, over Dolley Farm Road and Thayer Drive, and any continuation thereof shown on the Plat, such easement to be appurtenant to, and for the use and benefit of, ~~Phase H~~ additional units later added to the Condominium and other property owned by Declarant adjacent to the Property, regardless of whether such additional units ~~Phase H units~~ are added to the Condominium.

C. The Property is generally subject to the easements, covenants and restrictions listed on Exhibit A.

D. The Association, the Declarant, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time.

E. Each unit shall have an easement in common with all other units to use all pipes, wires, ducts, cables, conduits, utility lines and other common elements serving such unit and located in any of the other units or on the common elements or limited common elements.

Section 9.2 Licenses to Unit Owners.

A. Subject to the provisions of this Declaration (without limiting the generality of that statement, the provisions of Sections 9.3 and 9.4 below) and applicable laws and ordinances,

unit owners shall have the right to alter the grade of the physical surface of the earth on their units in connection with the construction of a residential building on their unit and other accessory structures. Promptly upon completing work, the unit owner shall grade, loam and seed

any disturbed areas so as to bring them as quickly as reasonably possible into a condition compatible with the standards maintained on the units and common areas of the Property.

B. Unit owners and their family members, guests, tenants and invitees shall have a license to use any improvements on the common elements, subject to the rules and regulations of the Association and subject to the restrictions set forth in Section 9.8 below.

C. Unit owners and their family members, guests, tenants and invitees shall be permitted to use any paths located on the common elements for walking and jogging; provided, however, that (i) no motorized vehicles such as motorcycles, snowmobiles or ATVs and no bicycles shall be used on the paths or any other portion of the common elements, (ii) pets are kept at all times on leashes, and (iii) persons using any paths to exercise pets shall clean up after such pets.

D. The Association reserves the right to revoke the privileges set forth in paragraphs B. and C. of any person who repeatedly violates the rules set forth above or any rules that may be subsequently promulgated; provided, however, that such revocation shall apply to specific persons and shall not affect the rights of other owners of the unit, their family members and guests and tenants of that unit and shall not affect successor unit owners or their family, guests or tenants, unless such specific persons repeatedly violate the rules set forth above or rules that may be subsequently promulgated.

Section 9.3 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for subjacent and lateral support over every other unit and over the common elements and limited common elements. If any portion of the common elements or limited common elements hereafter encroaches upon any unit, or if any unit hereafter encroaches upon any portion of the common elements or limited common elements, either as a result of the initial construction of the unit or as a result of settling or shifting of any structures thereon or otherwise than 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 maintenance of the same shall exist for so long as the

encroachment shall exist. The Declarant shall have no liability for immaterial deviations from the Plat that result in encroachments requiring easements under this Section 9.3.

Each unit containing a building sharing a party wall with a building on the adjacent unit shall have an appurtenant easement to the extent necessary for structural, lateral and subjacent support from the owner of the adjacent unit sharing the party wall.

Section 9.4 Restrictions on Construction and other Unit Improvements.

The provisions of this Section 9.4 shall govern the initial construction of a residential structure and permitted appurtenant structures on a unit and any subsequent alterations and improvements to any such structures that would change the appearance of the exterior of the structure, including without limitation its exterior surface materials or color.

No unit owner other than the Declarant shall construct, alter or improve any structure on a unit without the advance written consent of the Association's Board. No residential structure shall be constructed on the Property except for duplex residential units as depicted on the Plat and ancillary structures permitted under this Declaration, unless otherwise approved by the Town of Windham Planning Board. Prior to the initial construction or any subsequent alteration or improvement, the unit owner shall submit to the Board for approval plans and specifications for the construction, describing the exterior design, all surfaces visible from the exterior, materials, an exterior plan and elevations of the building if applicable, a landscaping plan, and other information specified from time to time in the rules and regulations of the Association. The Board shall respond within thirty (30) days of the submission with the approval or disapproval, provided that the Board may extend its review time for an additional 30-day period upon written notice from an officer of the Association to the unit owner, in cases where scheduling difficulties require such an extension. Failure to disapprove within such time period (as so extended) will be considered approval. Upon request, the Association will provide a certificate in recordable form indicating that the initial construction or any particular alterations and improvements to the exterior of a structure, as the case may be, have been made in accordance with approved plans and specifications. Such certificate shall be binding on the Association.

If necessary, the Association shall support and join in any application by a unit owner to applicable municipal or other agencies for permitted improvements.

The Association may from time to time approve exterior design criteria that it shall make available to the unit owners. The criteria may include, without limitation, restrictions on architectural design, exterior materials, and a specific color palette. All structures constructed

and all alterations and improvements performed after adoption of the criteria shall comply with those criteria. No such criteria shall affect any pending application for approval submitted by a

unit owner pursuant to this Section prior to the adoption of the criteria.

All construction activities with respect to each unit shall be substantially complete, in accordance with the approved plans, within one (1) year after the unit owner begins site preparation work with respect to the construction.

All residences must have an attached 1-car garage. All exterior lighting on a unit must be of a type that limits glare on abutting properties and that complies with all requirements of the Town of Windham. No storage units, storage containers, PODs or similar structures are allowed on any unit except in conjunction with the initial construction of the unit; all such structures shall be removed within thirty (30) days following substantial completion of the primary residential structure on the unit.

Without the prior written consent of the Board, no additional dwellings, buildings, structures, additions, improvements, fixtures, including without limitation, patios, decks, porches, canopies, signs, sheds, trees, fences, or other landscaping improvements, shall be constructed on or within a unit, or the limited common elements allocated to such unit, after initial construction of the dwelling and garage; provided that:

A. A unit owner may plant a flower or vegetable garden along the foundation of its unit; and

B. A unit owner may plant small shrubs (less than three (3) feet in height) on or immediately adjacent to its unit.

Except as set forth in the preceding sentence, unit owners shall not materially alter the landscaping of their units or the limited common elements without the advance written permission of the Board, which the Board may not withhold unreasonably. Unit owners, or the Association, shall not alter the lawn areas in such a way that modifies, disrupts, or re-directs stormwater flows over land or to the stormwater management facilities. Unit owners, or the Association, shall not alter the land in any way in areas occupied by the septic system components.

In the event that any such items are installed or constructed on a unit in the common elements without the consent of the Board, the Board may, in its discretion but without any obligation to do so, enter the unit with agents or contractors to remove the unauthorized improvements and otherwise restore the unit and common elements to their prior condition and

charge all costs of removal and disposal of such improvements and restoration to the unit owner as a service charge as provided in this Declaration. With respect to any such improvements

installed, built, planted or made by the unit owner with the consent of the Board, the Association shall have no obligation for maintenance, repair or replacement. In the event such authorized improvements become unsightly, deteriorated, dilapidated, or any planting installed by a unit owner becomes weedy or dies, the Association shall have the right to remove the deteriorated improvement or landscaping, restore it to a condition similar to the condition provided for standard construction and plantings in the Condominium, and assess the cost of such improvement and repair to the unit owner as a service charge as provided in this Declaration.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially and adversely affect the appearance of the exterior of buildings and other structures within or upon a unit.

Section 9.5. Other Restrictions on Use.

Each unit may be used subject to all restrictions contained in this Declaration and the rules and regulations of the Association, as amended from time to time. The units are restricted to single-family residential use, except that (i) the Declarant may use the Property in the exercise of Development Rights and Special Declarant Rights, and (ii) unit owners may use their units as home offices for telecommuting purposes; provided, however, that no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall be employed in such unit. No unit owner shall be allowed to install a sign visible from the common elements or limited common elements indicating or advertising a commercial use or home office use in any unit.

No unit owner shall use his unit in such a manner as to create a nuisance or unreasonable disturbance of other unit owners. No unit owner shall play or operate any electronic or mechanical, sound-producing machinery, appliance or device (including gas-powered tools and yard equipment) outside his unit between the hours of 10:00 p.m. and 8:00 a.m., or otherwise if such playing or operation shall unreasonably disturb or annoy the occupants of any other unit. No unit owner shall erect or maintain an outside television or radio antenna, except for small satellite dishes not in excess of 18 inches in diameter, which must nevertheless be installed in the most visually discrete manner.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements. None of the Board, the Association or any managing agent is responsible for

the safety and security of vehicles or other personal property of any nature within a unit or left on the common elements or limited common elements. Parking on the Property shall be allowed only on the driveway located on a Unit or on designated spaces in the common elements. Unit owners shall be responsible for compliance with these rules by their guests and invitees. Motor vehicles parked in violation of these rules or other rules promulgated by the Association may be towed at the unit owner's expense.

Common elements provided for access to the units shall be used only for access to and from units by vehicles and pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances and regulations, including without limitation all applicable environmental laws, and unit owners shall indemnify and hold harmless the Declarant, the Association, the Board and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.6 Pets.

The keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements or limited common elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other domesticated species of animals are permitted subject to regulation by the Board.

All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit. The unit owner is responsible for the clean up of the pet's excrement, whether within a unit boundaries or on the common elements or limited common elements. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside of a unit without both wearing a leash and being under the immediate supervision of a responsible person. With respect to all animals, except fish, the aggregate number of animals per unit shall not exceed one (1) and no animal shall exceed fifty (50) pounds. The Association shall have the power to further regulate pets and animals under the Bylaws or rules and regulations of the Association as promulgated or amended from time to time, including without limitation the express power to

regulate the species of pet, to establish additional behavior requirements and to expel any offending pets and animals from the Property. Notwithstanding the foregoing, no Pit

Bulls, Rottweilers, Doberman Pinsers or other dog breeds with a general reputation for being aggressive shall be permitted in the Condominium.

Notwithstanding the foregoing, any pet that qualifies as a "service animal" or an animal serving an equivalent function for assistance to the disabled shall be excluded from the foregoing restrictions to the extent required by applicable law. The Unit owner is responsible for the cleanup of the service animal's excrement, whether within the Unit boundaries or in the common elements or limited common elements. No service animals shall be allowed to run freely on the Property, nor shall service animals be allowed outside of a Unit without both wearing a leash, harness or other restraining device and being under the immediate supervision of a responsible person.

Section 9.7 Leasing of Units.

No unit may be leased for a term of less than one hundred twenty (120) days and no part of a unit may be separately leased without including the entire unit. A copy of each such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof. Each lease must provide expressly that the lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the Rules and Regulations, and that a default thereunder shall constitute a default under the lease or sublease. The unit owner shall provide any lessee or sublessees of a unit with a copy of the Declaration, Bylaws and Rules and Regulations of the Condominium. The foregoing shall not impose any direct liability on any lessee or sublessees of a unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.

The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide that the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the unit owner, if the lessee breaches this Declaration, the Bylaws or the rules and regulations.

Section 9.8 Open Space.

Unit owners may use the open space on the Property for recreational purposes for residents and their guests. All use of the open space shall be subject to scheduling requirements

and other rules and regulation of the Association. [The Open Space shall be maintained by the Association and the cost of such maintenance shall be a common expense of the Association, to be paid for from assessments on the unit owners, as further specified in the this Declaration and in the Bylaws of the Association.](#)

Section 9.9 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited common elements that will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance or administrative ruling.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 10.1 Eligible Mortgage Holders.

Any first mortgagee of a unit may file a request identifying itself as a first mortgage holder and providing the number of the unit encumbered by its mortgage with the Association by certified or registered, first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an "Eligible Mortgage Holder"; the Secretary of the Association shall maintain such information. After the filing of a request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to such Eligible Mortgage Holder of any one or more of the following events affecting the mortgaged unit(s), if so requested.

A. Default by the owner of a mortgaged unit in the payment of monthly common charges, assessments, service charges, or other amounts due the Association that continues for 60 days;

B. The lapse, cancellation, expiration or material modification of insurance required to be maintained under this Declaration;

- C. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;
- D. Any condemnation proceeding against any of the Property;
- E. Material destruction of any portion of the common elements or limited common elements or any improvements thereon; or

F. Such other events specified in the Condominium Act.

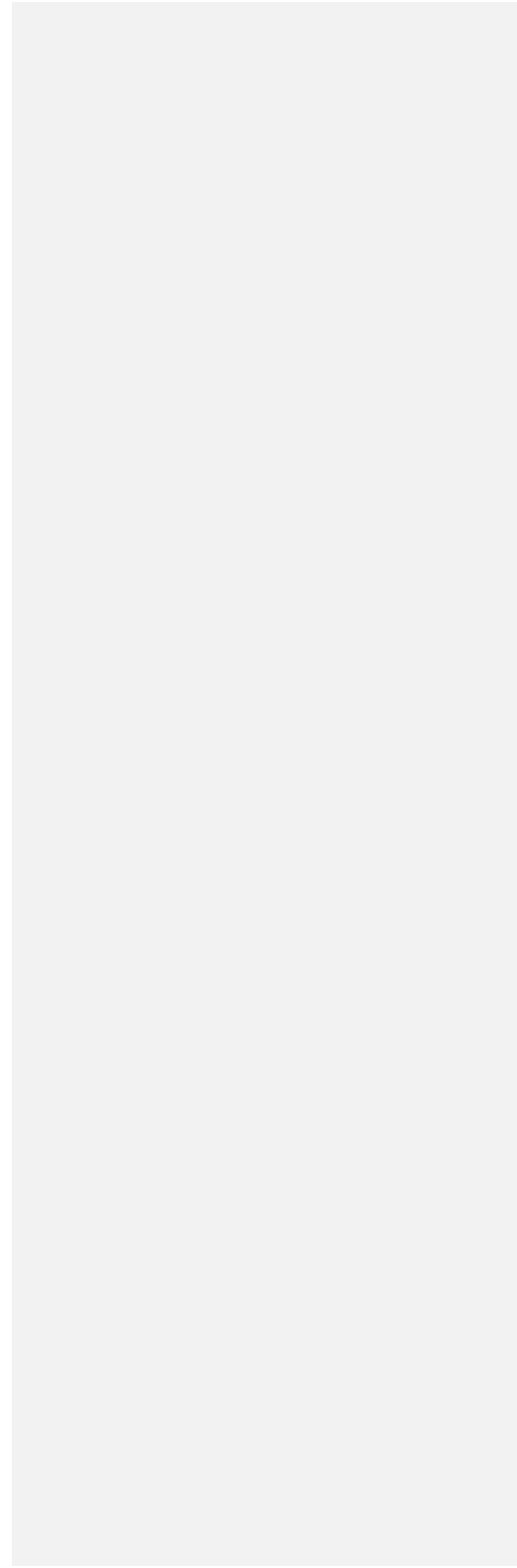
If in said request to the Association forwarded by an Eligible Mortgage Holder, the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

Section 10.2 Material Amendments.

For a material amendment to the Declaration except in connection with the exercise of Development Rights and Special Declarant Rights, but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least fifty-one percent (51%) of the votes of units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following shall be deemed material:

- A. Voting rights in the Association;
- B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;
- C. Any material reduction in the funding of reserves for maintenance, repair and replacement of common elements and limited common elements;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of pro rata interests in the common elements or limited common elements or rights to their use;
- F. Boundaries of any unit;
- G. Convertibility of units into common elements or vice versa;
- H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or fidelity bonds;
- J. The rights to lease units;

K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;



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L. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;

M. Restoration or repair of the Property (after damage or destruction, partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;

N. Any action to terminate Condominium after substantial damage, destruction or condemnation occurs;

O. Any provisions of this Article or any other provision of this Declaration that expressly benefits mortgage holders, insurers or guarantors;

P. The merger or consolidation of the Condominium with another condominium or the subjection of the Condominium to a master association;

Q. Any change in the Association's right to lien a unit for unpaid common expense assessments or a change in the priority of such liens; or

R. Any one-time increase in monthly assessments by more than twenty-five percent (25%).

When unit owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of units subject to mortgages held by Eligible Holders must consent to such termination.

The approval of any Eligible Mortgage Holder to such a material amendment to the Declaration shall be presumed if an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. Notwithstanding the above provisions, no consent of Eligible Mortgage Holders shall be required for the Declarant to record as-built plats pursuant to Section 1602-109(f) of the Condominium Act.

Section 10.3 Records.

An Eligible Mortgage Holder may, at its sole expense, examine the books, records and accounts of the Association at reasonable times with reasonable advance notice to the Treasurer of the Association; provided, however, that Declarant shall have the right to withhold information in the books, records and accounts of the Association relating primarily to the construction and unit sale activities of Declarant. After the first conveyance of an individual unit (as distinguished from

the conveyance of Declarant's development and special declarant rights) by the Declarant, the Association shall have an audited financial statement prepared within one

hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from a holder of a mortgage on a unit, an insurer thereof, or an institutional guarantor thereof, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

ARTICLE XI

ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.

Section 11.1 Common Expense Assessments

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule B, subject to the following:

A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.

B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.

C. Assessments to pay a judgment against the Association shall be made as a limited common expense against the units included in the Condominium at the time the judgment was entered.

D. The Board shall have the authority to assess common expenses benefiting fewer than all the units exclusively to the units benefited. Without limiting the generality of the foregoing, if the Board determines that any common expenses or categories of common expenses do not benefit units for which construction has not yet begun, or units that may not lawfully be occupied for single-family residential purposes, the Board may allocate those common expenses entirely to units for which construction has begun or that may lawfully be occupied for such purposes.

E. Electricity, gas, water, cable television and telephone services shall be supplied by the public utility company serving the area directly to each unit through a separate meter and

each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity and other utilities serving the common elements shall be separately metered, and the Association shall pay all bills for such services consumed in the common elements as a common expense assessable to all the owners of the units.

“Common expenses” shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace the common elements as necessary to keep the same in a first-class condition with respect to appearance, operation and function and utilities used in connection with the operation and maintenance of the common elements, and to maintain the same in conformance with all laws, ordinances, and approvals maintained or issued by the Town of Windham. Common expenses shall include, without limitation: road and driveway plowing, salting, sanding, and sweeping; road and driveway maintenance; grass cutting and landscaping maintenance and replacement in the common elements; proper maintenance of any open spaces; lighting on the common area roadway and other common elements, maintenance and repair of the septic systems and stormwater maintenance systems, including specifically expenses incurred pursuant to the Septic Maintenance Plan, the Stormwater Maintenance Plan (all as defined in Section 12.1(G) below), and maintenance and repair of the storm water management system. In addition, common expenses shall include the cost of grass cutting and landscaping maintenance on the units (except for flower or vegetable gardens maintained by the unit owner).

“Limited common expenses” shall mean those common expenses that the Association incurs to operate, maintain, repair and replace the limited common elements.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection, all as provided in the Condominium Act, which lien may be foreclosed in like manner as a mortgage on real estate. No foreclosure of the Association’s lien shall release the unit owner from any personal liability for any unpaid portion of the lien. The recordation of this Declaration constitutes record notice of the lien. Such lien for common expense assessments shall not have priority over a first mortgage against the unit, and upon foreclosure of such first mortgage, any liens for then-existing common expense assessments automatically shall be released but without releasing the responsible unit owner from any personal liability for the liability secured by the released lien. As used in this Declaration, “costs of collection” shall mean all attorneys’, paralegals’, experts’ and other legal

fees and court costs incurred by the Association, whether or not an action is commenced by the Association.

Section 11.2 Other Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit owner for violation of this Declaration, the Bylaws and the rules and regulations. Such charges and fines shall be a lien on the unit with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.

Service charges shall include without limitation:

A. If a unit owner, members of his/her family, guests or tenants request the Association or its agent to perform repair and maintenance work on the unit or the limited common elements allocated to the unit, or a unit owner, members of his/her family, guests or tenants damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, the expense thereof as determined by the Board may be assessed as a service charge.

B. Fees, if any, that may be established by the Board for the use, maintenance, repair and replacement of stormwater management facilities and equipment, including specifically expenses incurred pursuant to the Stormwater Maintenance Plan (as defined in Section 12.1(G) below). The expense of such use, maintenance, repair and replacement and reasonable reserve allowances may also be calculated by the Board in its discretion and assessed monthly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the stormwater management facilities and equipment may be assessed either as a common expense or as a service charge.

C. Fees that may be established by the Board for the use, maintenance, repair and replacement of septic system facilities and equipment, including specifically expenses incurred pursuant to the Septic Maintenance Plan (as defined in Section 12.1(G) below). The expense of such use, maintenance, repair and replacement and reasonable reserve allowances may also be calculated by the Board in its discretion and assessed monthly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the septic system facilities and equipment may be assessed either as a common

expense or as a service charge. In either event, however, the Association shall maintain a sinking fund to cover the eventual full cost of septic system replacement or rejuvenation over a

period not to exceed fifteen (15) years, or as otherwise required under the terms of the subdivision approval from the Town of Windham Planning Board or by the Code of Ordinances of the Town of Windham, as those provisions may be amended.

Section 11.3 Liability.

Unit owners shall pay regular and special assessments and service charges levied by the Association without any deduct or offset whatsoever. Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, penalties and costs of collection during their period of unit ownership up to the time of the grant or conveyance. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those common expenses assessments, service charges, etc. arising prior to the conveyance. A grantee or proposed purchaser under a purchase and sale contract for a unit may obtain, upon request and the payment of such fee as may be established from time to time by the Board, a statement from the Association setting forth the amount of unpaid common expense assessments and service charges, interest, penalties and costs of collection against the unit as of the date of the statement and such other information required by the Condominium Act. The grantee shall not be liable for, and the unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest and costs of collection accruing thereafter.

Section 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners.

Section 11.5 Violations.

Any unit owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations of the Association, which violation continues after reasonable notice to cure by the Association to the unit owner may be prohibited by the Board from the use and enjoyment of

any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

ARTICLE XII
MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Except as provided elsewhere in this Declaration, the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with Section 1603-107(a) of the Condominium Act. The Association shall keep and maintain the exterior of all buildings, structures, improvements and fixtures within and upon a unit and the exterior of any limited common elements allocated exclusively to that unit, including without limitation the yard area and driveway, in good order, condition and repair, including mowing of grass and removing snow from the driveway, all at the Association's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all exterior redecorating and painting that may at any time be necessary to maintain the good appearance and condition of his unit in accordance with the standards and schedules established by the Board from time to time. Each unit owner shall keep and maintain the interior of all buildings, structures, improvements and fixtures within and upon a unit and the interior of any limited common elements allocated exclusively to that unit in good order, condition and repair and in a clean and sanitary condition, all at the unit owner's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all interior redecorating and painting that may at any time be necessary to maintain the appearance and condition of his unit in accordance with the standards and schedules established by the Board from time to time. Each unit owner shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. If any unit owner fails to perform such maintenance or repair within one hundred and eighty (180) days of written notice from the Association or in the event of emergency, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment. Each unit owner shall promptly report to the Board or the managing agent any defect or need for repairs to the exterior of a unit or the common

elements and limited common elements for which the Association is responsible pursuant to this Declaration or the Condominium Act.

- B. No unit owner shall rake, sweep or throw, or permit to be raked, swept or thrown,

from his unit onto the common elements or limited common elements any leaves, dirt, debris, trash or other substance.

C. Rubbish and debris shall be stored between pickups in the unit's garage in sanitary receptacles with sealing covers or as required by the Town of Windham ordinances or by the rules and regulations adopted by the Board, and shall be placed curbside for pickup in such receptacles with the covers placed tightly over the receptacles and promptly re-stored in a garage after rubbish pickup.

D. No articles of personal property belonging to any unit owners shall be stored in any outdoors area of the unit, or in any portion of the common elements or limited common elements, except that unit owners' vehicles may be parked in the limited common element driveways allocated to units.

E. As specified in Section 9.4 above, without the prior written consent of the Board, except as otherwise expressly permitted by this Declaration, no additional dwellings, buildings, structures, additions, improvements and fixtures, including without limitation patios, decks, porches, sheds, trees or other landscaping improvements shall be constructed within or on a unit or the limited common elements allocated to such unit, after initial construction of the dwelling and garage on the unit by the Declarant.

F. If the Board adopts a color palette for the Property, thereafter Unit owners shall not paint, stain or otherwise change the color of any exterior portion of any structure or improvement on a unit to a color other than one contained on the approved [palettepalette](#) without the prior written consent of the Board, which consent shall not be unreasonably withheld, conditioned or delayed.

G. Pursuant to the approvals received from the Town of Windham and the Maine Department of Environmental Protection (the "DEP"), the Association shall maintain, operate, manage and (eventually) replace the stormwater management facilities and equipment and septic systems serving the Condominium. The Association shall perform its obligations in accordance with, and shall comply in all other respects with, the provisions of (a) any maintenance plan for stormwater facilities as required by the Town of Windham Planning Board (the "Stormwater Maintenance Plan"), (b) the DEP's stormwater management permit for the Property, (c) any septic maintenance plan required by the Town of Windham Planning Board (the "Septic

Maintenance Plan”), and (d) any other applicable conditions of approval set forth by the Town of Windham Planning Board.

Section 12.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the common elements including the limited common elements. The Association shall execute a contract with a qualified third-party inspector and maintenance contractor for inspections and maintenance of the stormwater management facilities, as and if required in accordance with the Stormwater Maintenance Plan (as defined above). The Association shall execute a contract for inspection and maintenance of the septic system facilities as and if required in accordance with the Septic Maintenance Plan (as defined above). No unit owner shall do any of the foregoing without the prior written permission of the Board in each instance. No management contract may be for a term exceeding three (3) years and any such contract shall be terminable for cause upon 30 days' notice. Any professional management contract entered into by the Association prior to the expiration of the period of Declarant Control may be terminated without cause and without penalty at any time after the expiration of such control period upon written notice.

Section 12.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially and adversely affects the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, plant or remove trees, shrubs or flowers or materially alter the landscape or grading, including without limitation the planting of gardens in the common elements, limited common elements or unit (except as provided in Sections 9.2(A), 9.4 and 12.1(E) above), or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein.

Section 12.4 Preservation of Property.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements. None of the Board, the Association or any managing agent

is responsible for the safety and security of vehicles or other personal property of any nature within a unit or left on the common elements or limited common elements.

Section 12.5 Liability for Damage.

Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents, contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

The Association shall not be liable for the failure of electricity, telephone, water supply, septic or other waste disposal systems, or other services to be obtained or provided by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any unit or by any other person, or resulting from electricity, water, snow or ice that may leak, fall or flow from or settle on any portion of the common elements or limited common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft, or otherwise, of property that may be stored upon or in any individual unit or in any of the common elements, limited common elements or facilities. No set-off, diminution or abatement of common expense assessments or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common elements, limited common elements or facilities or to any unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE XIII ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a nonprofit and non-stock corporation organized under the laws of the State of Maine and to be known as the

1

“Dolley Farm Condominium Association.” Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in herein and in Section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association and shall also have the power to assess common expenses to units in proportion to the benefit received. Any failure of the Board to enforce any provision of this Declaration, the Bylaws or rules and regulations shall not be deemed to be a waiver of such provision unless waived in writing. The written waiver by the Board of any provision of this Declaration, the Bylaws or the rules and regulations shall apply only to the specific provision being waived on that occasion and to no other provision or any other occasion.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Conflict.

In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern. If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby. The Association shall have full power to adopt rules and regulations under the Condominium Act, and those rules and regulations may supplement and enhance the rules set forth in this Declaration, as long as they do not directly conflict with any provision of this Declaration.

Section 14.2 Interpretation.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

B. The use of the singular number in this Declaration shall be deemed to include the

plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

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

D. The use of words such as “herein” or “hereunder” shall refer to this entire Declaration and not merely the section, paragraph or provision in which such words appear.

Section 14.3 Invalidity.

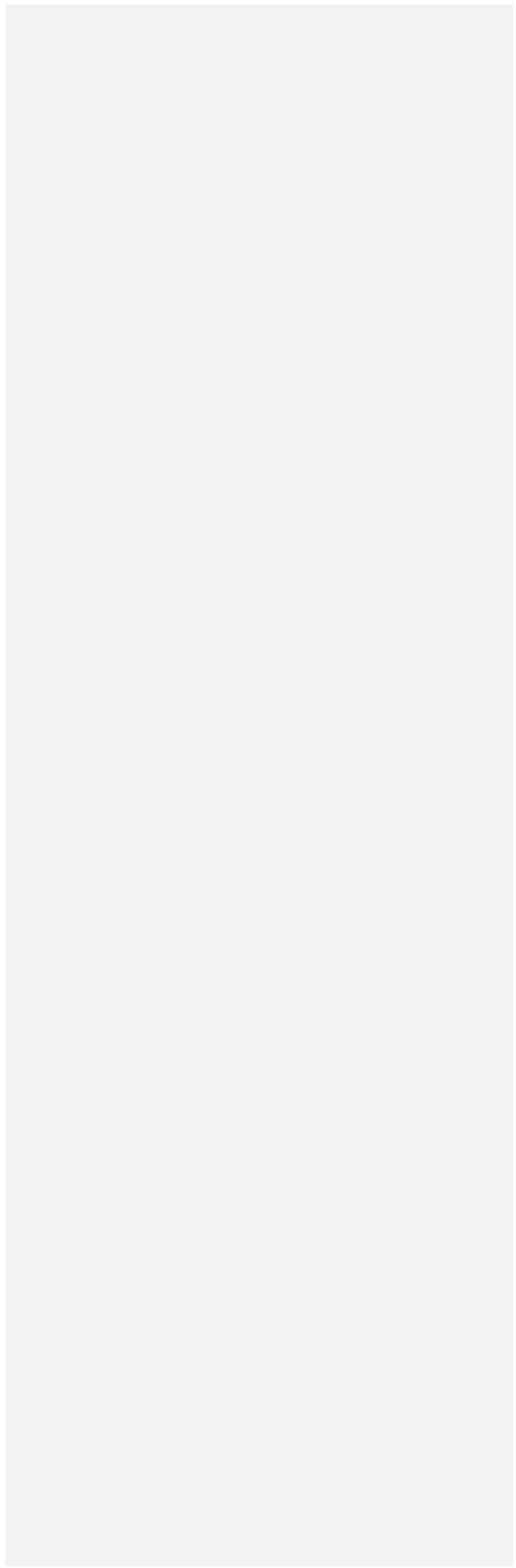
If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a unit, or the rules and regulations of the Association is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 14.4 Dispute Resolution.

Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the Bylaws, the rules and regulations issued by the Association or a decision of the Association.

In any dispute between more than one unit owner and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. In any dispute between unit owners arising under this Declaration, prior to formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

In any legal ~~proceedings~~[proceedings](#) regarding the interpretation or enforcement of this Declaration, the Bylaws or rules and regulations of the Association, the Association, if it is the prevailing party, shall be entitled to recover its expenses of those legal proceedings, including without limitation its attorneys’ and paralegal’s fees and expenses.



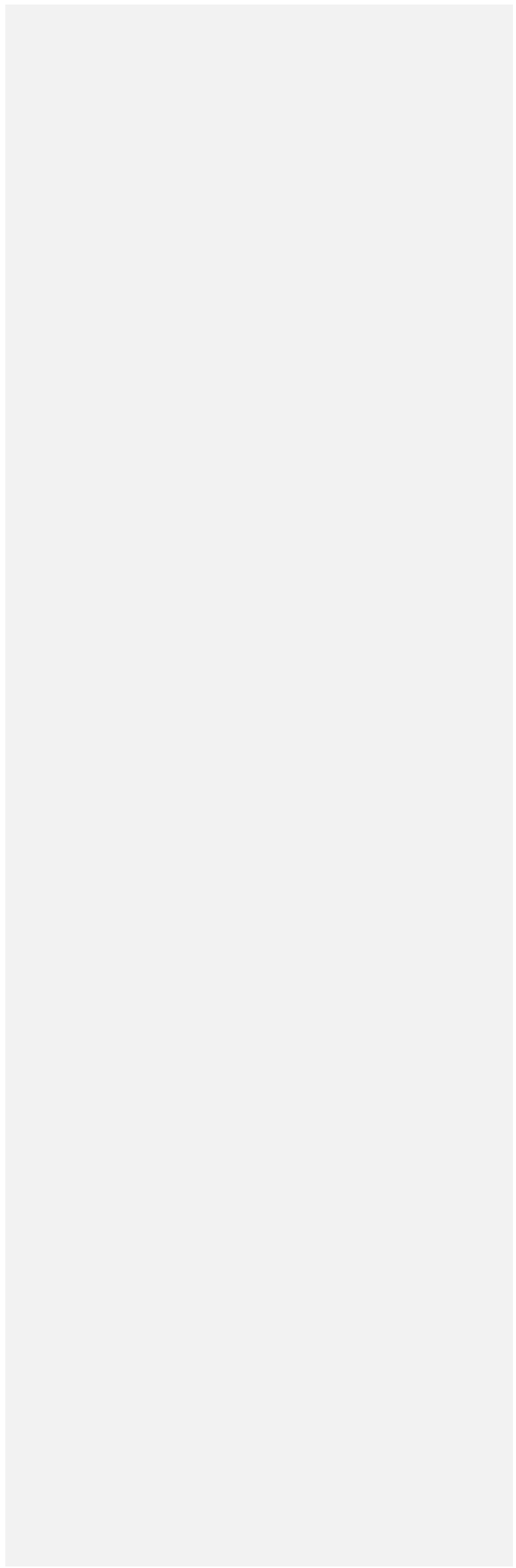
Section 14.5 Municipal Ordinances.

This Declaration is independent of any requirements or restrictions imposed by the ~~Ordinances of the Town of Windham~~ Town of Windham Code of Ordinances. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. The Town of Windham has no authority or responsibility to enforce the provisions of this Declaration.

ARTICLE XVNOTICESSection 15.1

Any notice required or given pursuant to this Declaration to the Association or to any unit owner may be delivered to any Association director or officer or to such unit owner respectively either by delivering it in person, by sending it to his/her unit by first-class mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

signature page follows]



1

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized Manager as of the _____ day of _____, 2025.

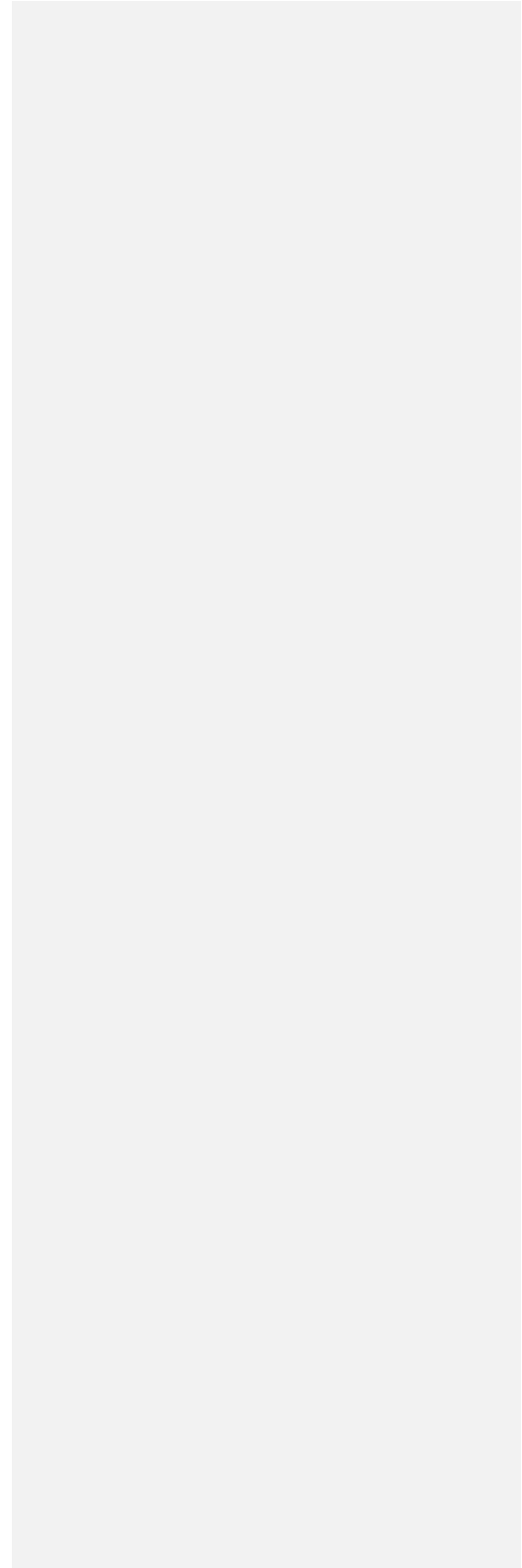
25 River Road LLC

Witness By: _____
James E. Cummings
Its duly authorized Manager

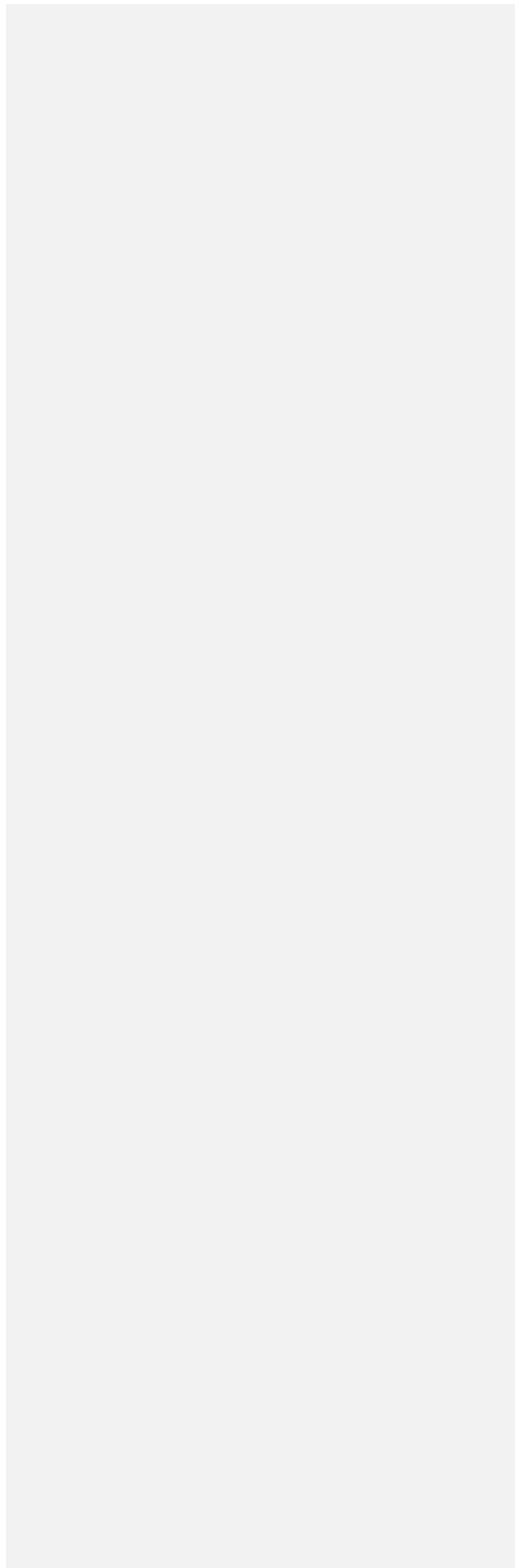
STATE OF MAINE
Cumberland, ss _____, 2025

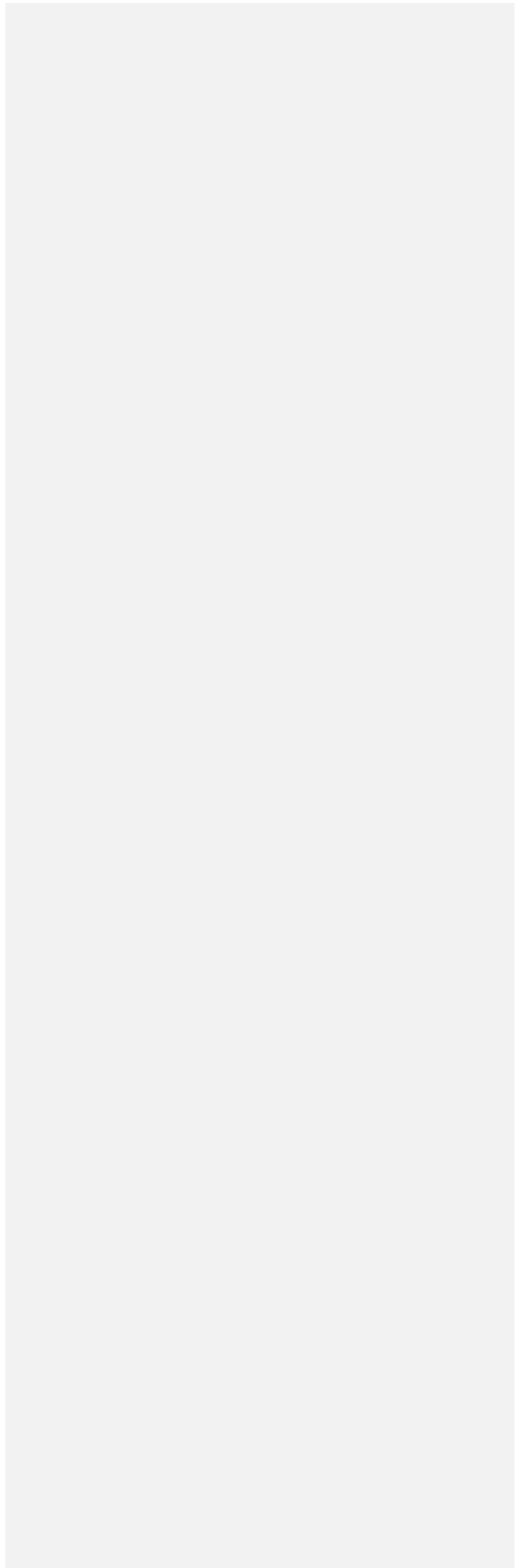
Personally appeared before me the above-named James E. Cummings, duly authorized Manager of 25 River Road LLC, and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Attorney-at-Law/Notary Public
Print name:

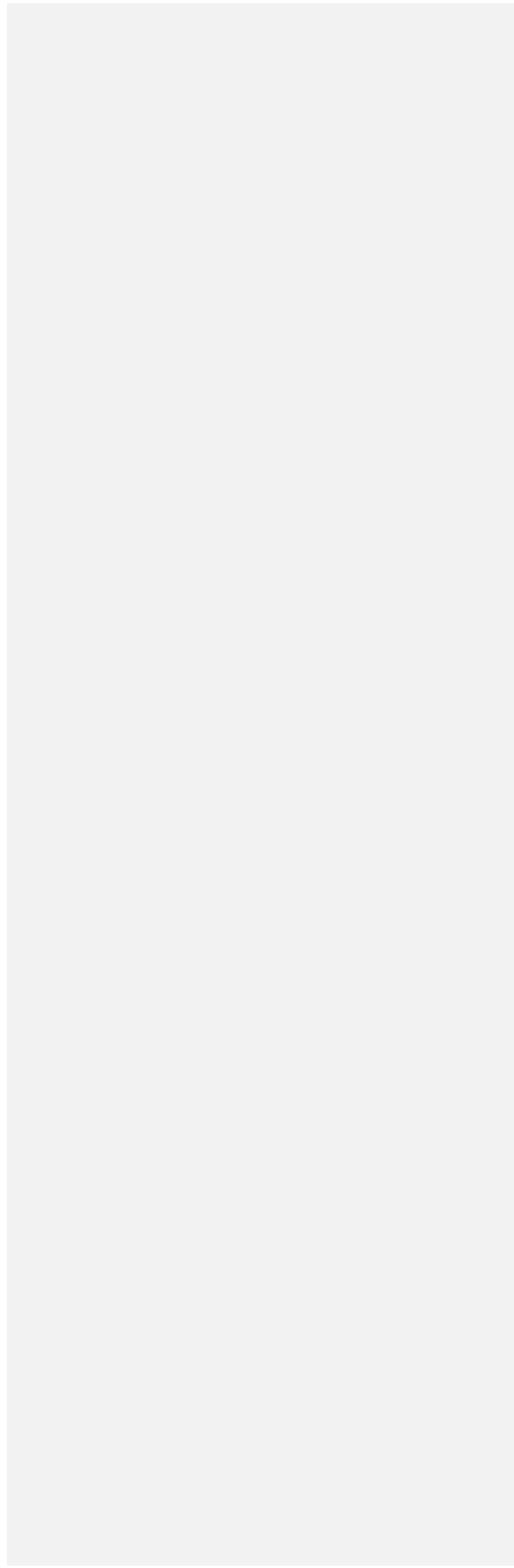


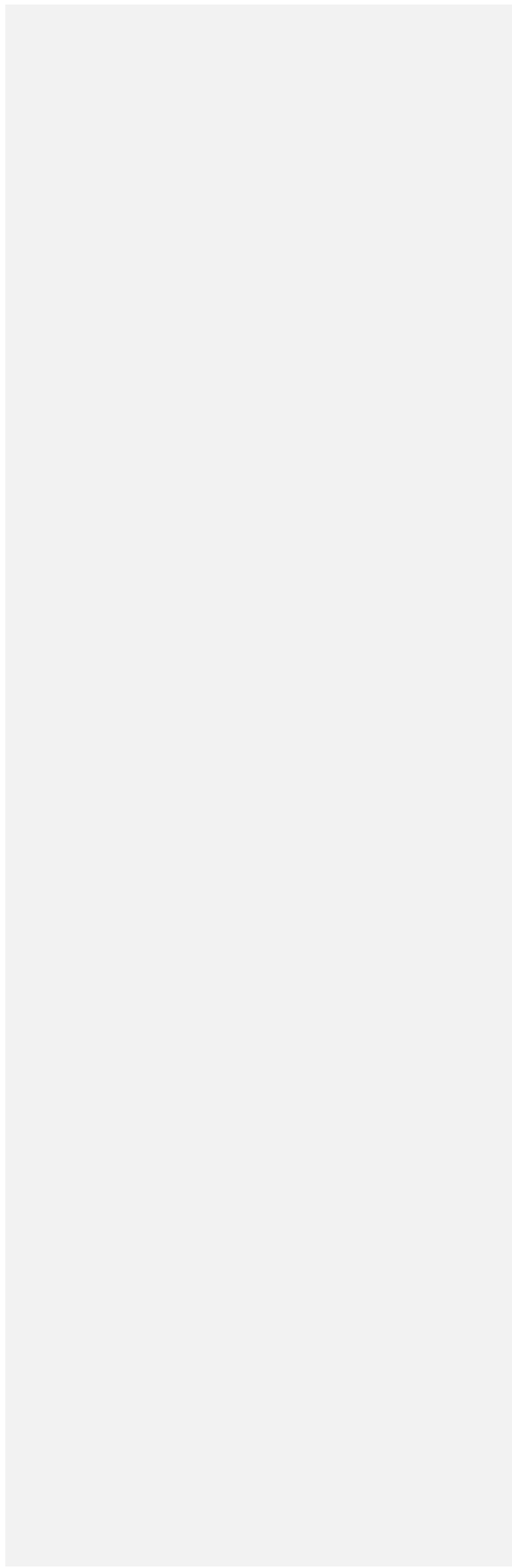
SCHEDULE A-1





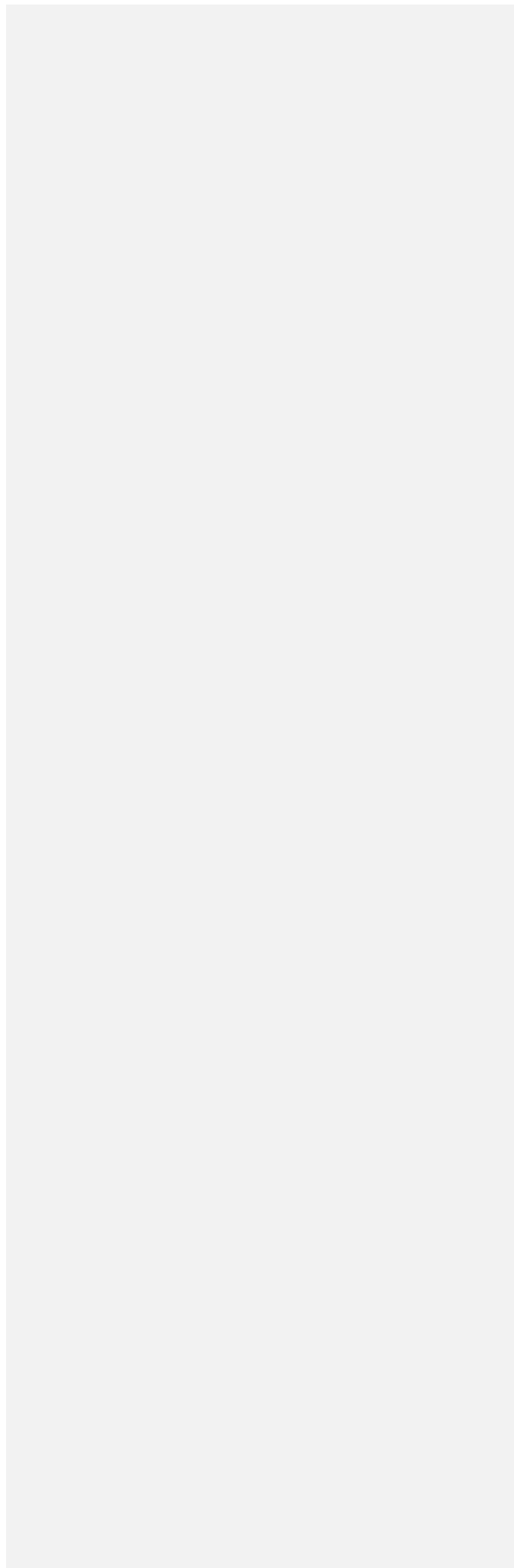
SCHEDULE A-2





SCHEDULE B

<u>Unit No.</u>	<u>Initial Common Element and Assessment Interest</u>	<u>Initial Voting Interest</u>
TOTAL	100%	



BYLAWS

Of

DOLLEY FARM CONDOMINIUM ASSOCIATION

ARTICLE I

CREATION AND APPLICATION

Section 1.01 Creation.

A. This corporation is organized under the Maine Nonprofit Corporation Act (“MNCA”), Title 13-B of the Maine Revised Statutes, in connection with the submission of premises known as Dolley Farm Condominiums (the “Condominium”) located on River Road, Windham, Maine, to the Maine Condominium Act (the “Condominium Act”), Title 33 of the Maine Revised Statutes, section 1601-101 et seq., pursuant to the Declaration of Condominium for Dolley Farm Condominiums (the “Declaration”) as recorded in the Cumberland County Registry of Deeds. The name of the corporation is Dolley Farm Condominium Association (the “Association”).

B. The term “Property” as used herein shall include the land, the building and all other improvements thereon (including the units, the common elements and all easements, rights and appurtenances belonging thereto) and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Section 1.02 Application.

All present and future unit owners, mortgagees, lessees, and occupants of the Units, their contractors, agents and invitees, and any other persons who may use the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Executive Board of the Association, composed of the directors of the Association (the “Board”).

Section 1.03 Office.

The principal office of the Association shall be located at the Condominium.

ARTICLE II

PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes.

The purposes of the Association are to establish an association of unit owners pursuant to the Condominium Act for the governance, operation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers.

A. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Condominium Act or the MNCA, all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

- (1) Adopt and amend these Bylaws and Rules and Regulations;
- (2) Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for common expenses and service charges from unit owners;
- (3) Hire and terminate managers and other employees, agents, and independent contractors;
- (4) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each unit owner for such purposes;
- (5) Make contracts and incur liabilities;
- (6) Regulate the use, maintenance, repair, replacement and modification of common elements, [including but not limited to all stormwater maintenance facilities located within the Condominium](#); provided, however, that the use of the limited common elements may not be changed without the consent of those unit owners affected or except as provided in the

Declaration;

(7) Cause additional improvements to be made as a part of the common elements, subject to the restrictions set forth herein and in the Declaration;

(8) Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

(9) Grant easements, leases and licenses for public utilities servicing or benefiting the Property through or over the common elements;

(10) Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the common elements;

(11) Impose charges and interest for late payment of assessments and service charges and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

(12) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid common charges and assessments or resale certificates furnished in accordance with the Condominium Act;

(13) Impose and record liens against the interest(s) of individual unit owners who fail to pay assessments, charges, or penalties owed to the Association as specified in these Bylaws, the Declaration, or under the Maine Condominium Act.

(13) Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

(14) Exercise any other powers conferred by Declaration or Bylaws;

(15) Assess common expenses benefiting fewer than all the units exclusively against the units benefited; and

(16) Exercise all other powers that may be exercised pursuant to the MNCA.

B. The Board shall manage the Condominium and exercise such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Condominium Act.

Section 2.3 Nonprofit Status.

The Association is a mutual benefit nonprofit corporation and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit making

purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Property, or by virtue of a rebate of excess membership dues, fees, assessments, or common charges or other distributions to members permitted under the Declaration and the MNCA.

ARTICLE III
ASSOCIATION OF OWNERS

Section 3.1 Membership.

The members in the Association shall consist exclusively of all owners of units in the Condominium now or hereafter created in accordance with the Declaration or, following termination of the Condominium, of all former unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a unit owner shall terminate upon the conveyance, transfer or other disposition of interest in the unit accomplished in accordance with the Declaration, whereupon such membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement.

Section 3.2 Annual Meeting.

Meetings of the members shall be held annually each successive year on the first Saturday of June, or in the event that day is a legal holiday, then on the first day thereafter that is not a holiday. The annual meeting and any special meetings shall be held at the Condominium or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings.

Special meetings of the members may be held at any time upon the call of the Board, or upon the call of fifteen percent (15%) or more in interest of the owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings.

A. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed Declaration or Bylaw amendment, any budget changes and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least ten (10) days, but not more than sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below and to each Eligible Mortgage Holder if and as required by the Declaration:

- (1) By hand delivering it to the member in hand, or
- (2) By mailing it, postage prepaid, addressed to the member at the address of the unit or any other address designated in writing by that member with the records of the Association; or
- (3) In the case of a unit owner only by sending the notice by electronic mail (email) or other electronic means via a medium and to an address that the Association knows to be used by the unit owner.

Section 3.5 Waiver of Notice.

The presence of all the members in person or by proxy at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the failure to comply with this Article. Any meeting so held without objection shall be valid for all purposes; at any annual meeting, any general business may be transacted and any action may be taken.

Section 3.6 Order of Business.

The order of business at all meetings of the members shall be generally as follows, if applicable:

- A. Roll call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of preceding meeting
- D. Reports of Officers

- E. Report of the Board
- F. Report of committees
- G. Election of the Board
- H. Unfinished business
- I. New business
- J. Adjournment

Section 3.7 Parliamentary Procedure.

At all meetings of the members or of the Board, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict, these Bylaws or the Declaration as the case may be shall prevail.

Section 3.8 Quorum.

The presence at the beginning of any meeting of the Association, in person or by proxy of unit owners whose aggregate voting interest constitutes fifty-one percent (51%) or more of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, persons, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any unit (other than an interest held as security for an obligation) duly recorded in her, their or its name, which ownership shall be determined from the records of the Cumberland County Registry of Deeds, shall be a member of the Association, and may vote either in person or by proxy.

B. Multiple owners of a unit shall be deemed one owner for purposes of this Article. If only one of the multiple owners of a unit is present in person or by proxy at a meeting of the Association, he is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that unit unless any of the other owners of the unit promptly protests in person or proxy to the person presiding

over the meeting. In the event of a deadlock between multiple owners of a unit with respect to a vote on any action, that unit shall not be entitled to cast a vote on such action and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to take such action.

C. Votes allocated to a unit may be cast pursuant to a written proxy duly executed by the unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy. A unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not signed and dated or purports to be revocable without notice. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. No person shall hold and be empowered to vote more than two (2) uninstructed proxies.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the unit has not been so transferred of record, she shall satisfy the Secretary that she so controls the unit.

E. The Declarant may exercise the voting rights pertaining to any unit to which it retains title. No vote pertaining to a unit owned by the Association may be cast, and the voting interest of such a unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. Each unit shall have the vote in the Association as specified in the Declaration.

G. In general, at any meeting at which a quorum is present, unless a higher percentage is required by law, by the Declaration or by these Bylaws, the affirmative vote of a majority of the voting interest of those members present shall determine any question except the election of directors. In the election of directors, those persons receiving the greatest number of votes by voting interest of those members present, though less than a majority, shall be elected. To the extent required by the Condominium Act or as otherwise provided in the Declaration or these Bylaws (for example, for the purposes of amending the Declaration or these Bylaws), the percentage in interest required to approve an action shall be measured against the total voting interest in the Association, regardless of whether or not all such unit owners are present at the

meeting.

Section 3.10 Adjournment.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting.

Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members at a meeting duly called therefor.

ARTICLE IV

EXECUTIVE BOARD

Section 4.1 Number and Qualifications.

During the Declarant Control Period as defined in the Declaration, the affairs of the Association shall be governed by the Board composed of three (3) directors, all of whom shall be appointed by the Declarant. Upon the expiration of the Declarant Control Period, the Board shall be composed of a minimum of three (3) and a maximum of seven (7) directors; the number of directors within that range to be set by the unit owners at the annual meeting of the Association. A majority of the directors shall be unit owners (or the spouses of unit owners), or if a unit owner is a corporation, partnership, limited liability company, trust or estate, then a designated agent thereof. The method of election of directors may not be changed except by unanimous vote of the members.

Section 4.2 Election and Term of Office.

Each director shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his successor has been elected and qualified.

Section 4.3 Powers and Duties.

The Board shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Condominium Act or the MNCA, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically are reserved to the members.

Section 4.4 Other Duties.

In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board shall be responsible for the following:

- A. Appointment of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the common elements and limited common elements, including the maintenance, repair and replacement thereof in accordance with the provisions of the Declaration;
- C. Determination and collection of common expenses assessments and service charges from the unit owners and the regulation of the Association's fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of common elements and limited common elements and for contingencies, including without limitation a sinking fund to cover the eventual full cost of septic system replacement or rejuvenation over a period not to exceed fifteen (15) years, as required by the approval of the Town of Windham Planning Board or otherwise by the Code of Ordinances of the Town of Windham, Maine, as those provisions may be amended;
- E. Engagement and termination of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the common elements, and fixing the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally.

The Board may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on written notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies.

A vacancy in a directors' position for any reason whatsoever may be filled by a vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors.

At any regular meeting or special meeting duly called, any one or more of the directors may be removed with or without cause by vote of the members in accordance with the MNCA. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final.

Section 4.8 Compensation.

No compensation shall be paid to directors for their services as directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting.

The annual meeting of the Board shall be held immediately following the annual meeting of the Association members and at the same place, and no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings.

Regular meetings of the Board (other than the annual meeting) may be held at such time

and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board shall be given to each director, personally or by delivery to his unit, by email or other form of electronic communication used by the director, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings.

Special meetings of the Board may be called by the President on three (3) days' prior notice to each director, given personally or by delivery to his unit, by electronic mail (email) or other electronic means via a medium and to an address that the Association knows to be used by the director, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) or more directors.

Section 4.12 Waiver of Notice.

Before or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless such director's attendance is only to object to the form of notice of such meeting. If all the directors are present at any meeting of the Board, except to object as provided above, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board Quorum.

At all meetings of the Board, the presence of a majority of the directors at a meeting at which a quorum is present shall constitute a quorum for the transaction of business. The acts of the majority of the directors present shall be the acts of the Board. If at any meeting of the Board a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Unanimous Action.

Unless otherwise expressly provided by law, any action that may be taken at a meeting of the directors may be taken without a meeting if all of the directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Board meetings and shall have the same effect as a unanimous vote at a duly-called Board meeting.

ARTICLE V

OFFICERS

Section 5.1 Designation.

The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the directors. The directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be directors, as in their judgment may be necessary.

Section 5.2 Election of Officers.

The principal officers of the Association shall be elected annually by the Board at the annual meeting and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers.

Upon a majority vote of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President.

The President shall be the chief executive officer of the Association and shall be a director. She shall preside at all meetings of the Association and of the Board.

Section 5.5 Treasurer.

The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He shall be responsible, subject to the direction of the Board, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary.

The Secretary shall keep and certify the minutes of all meetings of the Board or of the Association members, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given her by these Bylaws or assigned to her from time to time by the directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor.

The members may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Board.

Section 5.8 Amendments to Declaration.

The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI

FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 Accounting.

Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices consistently applied. Within one hundred and twenty (120) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that fiscal year. All financial records of the Association, except as provided in the Declaration, shall be available for examination by unit owners, Eligible Mortgage Holders and their duly authorized agents and accountants at reasonable times with reasonable advance notice.

Section 6.2 Budget and Common Charges.

A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. At least fourteen (14) but not more than thirty (30) days prior to the annual members' meeting or a special members' meeting therefor, the Board shall send a summary of such budget to each member. As provided in the Declaration, the proposed budget approved by the Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners at such members' meeting.

B. The budget shall include the estimated amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- (1) Management and administration expenses;
- (2) The cost of operation, repairs, maintenance, replacement, and improvements of common elements, limited common elements and facilities benefiting the Condominium;
- (3) The cost of such insurance, bonds, services and utilities as may be furnished by the Association, *other than* such items for which a service charge is assessed to unit owners;
- (4) The establishment and maintenance of adequate working capital and

operating reserves including general operating reserves, reserves for contingencies, reserves for losses not covered by insurance or due to insurance deductibles, and reserves for periodic maintenance, repair and replacement of the common elements and limited common elements the Association is obligated to maintain, including without limitation the sinking fund to cover the full cost of replacing or rejuvenating the septic system over a period not to exceed fifteen (15) years, as required by the approval of the Town of Windham Planning Board and as more particularly described in Section 4.4(D) above. All such reserve accounts shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance; and

(5) Such other expenses of the Association as may be approved by the Board including operating deficiencies, if any, for prior periods.

The budget summary shall include a proposed assessment against each unit, which proposed assessment shall include the unit's share of common expense assessments and any service charges assessed against the unit that are determinable at the time the budget is prepared.

C. Until an annual budget is adopted, the members shall continue to pay that monthly amount that had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of common expense assessments due, but each member shall pay his assessment promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of common expense assessments as defined in the Declaration without setoff or deduction in an amount equal to the total Association budget, net of other income and service charges as defined herein, multiplied by his respective common expense liability. Each member shall become liable to the Association, and a lien shall arise against his unit for his entire fractional share of the assessments at the commencement of the pertinent fiscal period. Each member may pay his share of the common expense liability in monthly installments on or before the first day of each and every month during such period, provided, however, that if any such installment is not paid when due, then if not paid upon twenty (20) days' written notice of default or once a member has been provided two (2) written notices of default in any calendar year (notwithstanding that the monthly installments have

been paid prior to the expiration of the 20-day cure period), the entire remaining balance thereof for the fiscal period shall immediately become due and payable in full.

E. If any member shall fail or refuse to pay to the Association when due his share of the assessments or any service charges, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such assessments and service charges with such late charges as may be determined by the Board, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such member. Recording of the Declaration constitutes record notice and perfection of the lien for assessments, service charges, user fees, including penalties, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien against a unit, signed by an officer or director of the Association or by an agent authorized by the Board but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board may, in its discretion, exercise and enforce any and all rights and remedies provided in the Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's unit under the forcible entry and detainer laws of Maine, or such other summary proceedings as may be available under Maine law for such purposes, all as amended from time to time. In any action to foreclose the lien for common expense assessments, service charges, user fees, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a unit, the Association may act, through its manager or the Board, in the same manner as any mortgagee of real property. The manager or the Board acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the unit. A suit to recover a money judgment for unpaid common expense assessments, service charges, user fees and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same. Any lien created hereunder is extinguished unless action to enforce the lien is started within five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges.

Service charges (other than common expenses assessments) may be assessed separately to each unit or group of units benefited thereby. Each unit owner shall pay service charges that are assessed as part of the budget process with its monthly payments of common expense assessments. Unit owners shall pay all other service charges within thirty (30) days of deposit of an invoice for the same in the U. S. Mail or hand delivery. All service charges shall constitute a lien on the unit of the same status as a lien for common expenses set forth in Section 6.2 above.

Section 6.4 Revised and Special Assessments.

A. If at any time the Board shall determine the amount of the common expense assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and thereafter monthly common expense assessments shall be determined and paid on the basis of such revision.

B. The Board may, upon determining that circumstances exist that require immediate assessment of the members, make special assessments, not to exceed an amount equal to three (3) current monthly assessments for each unit, unless approved by the members, which special assessments shall be due and payable when delivered to the members.

Section 6.5 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

Section 6.6 Enforcement of Declaration and Bylaws.

Every unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent assessments, service charges or fees due from such unit, foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the rules and regulations against

such owner or any occupant of such unit. Such costs and expenses shall include the Association's expenses in any foreclosure action relating to the unit and/or any bankruptcy involving and owner of the unit.

Section 6.7 Rules and Regulations.

In order to assist the peaceful and orderly use and enjoyment of the units, common elements and limited common elements of the Condominium, the Board may from time to time adopt, modify, and revoke, in whole or in part, such reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such rules and regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each unit and shall be binding upon all members of the Association and all persons present on the Condominium. The Board shall consistently enforce any rules and regulations adopted by the Board.

ARTICLE VII

EXECUTION OF INSTRUMENTS

Section 7.1 Instruments Generally.

All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition, if the amount of any such instrument shall exceed a cap established by the Board of Directors from time to time, by any one or more officer(s), agent(s) or employee(s), all as the Board may designate.

ARTICLE VIII

LIABILITY OF DIRECTORS AND OFFICERS

Section 8.1 Exculpation.

No director or officer of the Association shall be liable for acts or defaults of himself or

any other director or officer, or for any loss sustained by the Association or any member thereof, unless it is determined that such person failed to act in good faith in the reasonable belief that his action was in the best interests of the Association or the director or officer had reasonable cause to believe that his conduct was unlawful.

Section 8.2 Indemnification.

The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection therewith, excepting cases where it is determined that such person failed to act in good faith in the reasonable belief that his action was in the best interests of the Association or, with respect to any criminal action or proceeding, the director or officer had reasonable cause to believe that his conduct was unlawful. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would otherwise have the power or duty to indemnify him.

ARTICLE IX

AMENDMENT AND INTERPRETATION

Section 9.1 Amendment.

Except where expressly provided to the contrary herein, these Bylaws may be amended, modified, or revoked in any respect from time to time by vote of sixty-seven percent (67%) or more of the members of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars that are required by the Condominium Act, as amended from time to time; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment

is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association.

Section 9.2 Conflict.

In the event of any conflict between these Bylaws and the provisions of the Declaration or the Condominium Act, the latter shall govern and apply.

THE END