

**AMENDED SITE PLAN APPLICATION
TO TOWN OF WINDHAM**

FOR

**WINDHAM HERITAGE VILLAGE
CONDOMINIUM**

**4 COMMONS AVENUE
WINDHAM, MAINE**

PREPARED FOR

RICH FAMILY LIMITED PARTNERSHIP

**26 FIELDCREST ROAD
WINDHAM, MAINE 04062**

PREPARED BY



**PO BOX 1116
WINDHAM, ME 04062**

November 19, 2018

Final Plan - Major Site Plan

Project Name: HERITAGE VILLAGE

Tax Map: 14 Lot: 10-A1

Estimated square footage of building(s): 3,500 SF ADDITION

If no buildings proposed, estimated square footage of total development: _____

Is the total disturbance proposed > 1 acre? ☐ Yes ☒ No

Contact Information

1. Applicant

Name: RICH FAMILY LIMITED PARTNERSHIP

Mailing Address: 26 FIELDCREST ROAD, WINDHAM, ME 04062

Telephone: 207-318-6168 Fax: _____ E-mail: STEVE RICH@RICHCONSTRUCTION.NET

2. Record owner of property

X (Check here if same as applicant)

Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____ E-mail: _____

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: PO BOX 1116, WINDHAM, ME 04062

Telephone: 207-310-0506 Fax: _____ E-mail: DUSTIN@DMROMA.COM

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Dustin Roma
Signature

11/19/2018
Date

Final Plan - Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form	X	
b.	Evidence of payment of application and escrow fees	X	
c.	Written information - submitted in bound report		
1	A narrative describing the proposed use or activity	X	
2	Name, address, & phone number of record owner, and applicant if different	X	
3	Names and addresses of all abutting property owners	X	
4	Documentation demonstrating right, title, or interest in property	X	
5	Copies of existing proposed covenants or deed restrictions	X	
6	Copies of existing or proposed easements on the property	X	
7	Name, registration number, and seal of the licensed professional who prepared the plan, if applicable	X	
8	Evidence of applicant's technical capability to carry out the project	X	
9	Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property	X	
10	Estimated demand for water supply and sewage disposal	X	
11	Provisions for handling all solid wastes, including hazardous and special wastes	X	
12	Detail sheets of proposed light fixtures	X	
13	Listing of proposed trees or shrubs to be used for landscaping	X	
14	Estimate weekday AM and PM and Saturday peak hour and daily traffic to be generated by the project	X	
15	Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archeological resources	N/A	
16	If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following:	X	
	stormwater calculations	X	
	erosion and sedimentation control measures	X	
	water quality and/or phosphorous export management provisions	X	
17	If public water or sewerage will be utilized, provide statement from utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	X	
18	Financial Capacity	X	
	i. Estimated costs of development and itemize estimated major expenses	X	
	ii. Financing (submit one of the following)	PENDING	
	a. Letter of commitment to fund		

	b. Self-financing		
	1. Annual corporate report		
	2. Bank Statement		
	c. Other		
	1. Cash equity commitment of 20% of total cost of development		
	2. Financial plan for remaining financing		
	3. Letter from institution indicating intent to finance		
	iii. If a registered corporation a Certificate of Good Standing from:		
	Secretary of State, or		
	statement signed by corporate officer		
19	Technical Capacity (address both)	X	
	i. Prior experience	X	
	ii. Personnel	X	
d.	Plan Requirements - Existing Conditions		
i.	Location Map adequate to locate project within the municipality	X	
ii.	Vicinity Plan. Drawn to scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	X	
	a. Approximate location of all property lines and acreage of parcels	X	
	b. Locations, widths and names of existing, filed or proposed streets, easements or building footprints	X	
	c. Location and designations of any public spaces	N/A	
	d. Outline of proposed subdivision, together with its street system and an indication of the future probable street system of the remaining portion of the tract	N/A	
iii.	North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used	X	
iv.	Location of all required building setbacks, yards, and buffers	X	
v.	Boundaries of all contiguous property under the total or partial control of the owner or applicant	X	
vi.	Tax map and lot number of the parcel or parcels on which the project is located	X	
vii.	Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district.	X	
viii.	Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey.	X	
ix.	Existing topography of the site at 2-foot contour intervals	X	
x.	Location and size of any existing sewer and water mains, culvers and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	X	
xi.	Location, names, and present widths of existing public and/or private streets and rights-of way within or adjacent to the proposed development	X	
xii.	Location, dimensions, and ground floor elevation of all existing buildings	X	

xiii.	Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	×	
xiv.	Location of intersecting roads or driveways within 200 feet of the site.	×	
xv.	Location of the following:	×	
	a. Open drainage courses	×	
	b. Wetlands	N/A	
	c. Stone walls	N/A	
	d. Graveyards	N/A	
	e. Fences	×	
	f. Stands of trees or treeline, and	×	
	g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources	N/A	
xvi.	Direction of existing surface water drainage across the site	×	
xvii.	Location, front view, dimensions, and lighting of existing signs	×	
xviii.	Location & dimensions of existing easements that encumber or benefit the site	×	
xix.	Location of the nearest fire hydrant, dry hydrant, or other water supply	×	
Plan Requirements - Proposed Development Activity			
i.	Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	×	
ii.	Grading plan showing the proposed topography of the site at 2-foot contour intervals	×	
iii.	Direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	×	
iv.	Location and proposed screening of any on-site collection or storage facilities	N/A	
v.	Location, dimensions, and materials to be used in the construction of proposed driveways, parking and loading areas, and walkways, and any changes in traffic flow onto or off-site	×	
vi.	Proposed landscaping and buffering	×	
vii.	Location, dimensions, and ground floor elevation of all buildings or expansions	×	
viii.	Location, front view, materials and dimensions of proposed signs together with method for securing sign	N/A	
ix.	Location and type of exterior lighting. Photometric plan to demonstrate coverage area of all lighting may be required by Planning Board.	N/A	
x.	Location of all utilities, including fire protection systems	×	
xi.	Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	×	

2. Major Final Site Plan Requirements		
a.	Narrative and/or plan describing how the proposed development plan relates to the sketch plan	X
b.	Stormwater drainage and erosion control program showing:	X
	1. Existing and proposed method of handling stormwater runoff	X
	2. Direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g. sheet flow, concentrated flow, etc.)	X
	3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	X
	4. Engineering calculations used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	X
	5. Methods of minimizing erosion and controlling sedimentation during and after construction.	X
c.	A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	N/A
d.	Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect and/or similar professional who prepared the plan	X
e.	A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site	X
f.	A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information pertaining to provisions that will be made to retain and protect existing trees, shrubs, and other vegetation	X
g.	Digital transfer of any site plan data to the town (GIS format)	X
h.	A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board	N/A
Electronic Submission		X

PROJECT NARRATIVE

SECTION 1 – PROPOSED USE NARRATIVE

The property is a 1.6(±)-acre parcel that is currently located within the Commercial-1 zoning district. The existing site has been previously improved as part of the development of Heritage Village located on Commons Avenue. Heritage Village is a commercial development consisting of four (4) existing commercial buildings with shared parking and stormwater management facilities.

At this time, that applicant/property owner is proposing an amended site plan, to include an approximately 3,500 square foot building expansion to “Building A” and expansion of the existing parking lot and addition of 5 parking spaces. The proposed building expansion will bring the building in conformance with the newly adopted changes to the Commercial-1 Zoning Dimensional Standards to place the building 11± feet off the front property line, with an entrance facing Route 302 with a sidewalk connection.

SECTION 2 – RECORD OWNER INFORMATION

See Application Form

SECTION 3 – ABUTTING PROPERTY OWNERS

See Site Plan

SECTION 4 – TITLE, RIGHT, OR INTEREST

See attached deeds

SECTION 5 – COVENANTS OR DEED RESTRICTIONS

The subject property is subject to the Declaration of Condominium Property of Windham Heritage Village Condominium recorded in the Cumberland County Registry of Deeds Book 22796 Page 127 on June 24, 2005 with an amendment recorded in Book 31420 Page 90 on April 1, 2014. A copy of these documents have been included in this submission.

SECTION 6 – EASEMENTS

There are no known easements encumbering the property.

SECTION 7 – LICENSED PROFESSIONALS

The plans and applications were prepared by DM Roma Consulting Engineers. Dustin Roma is a Maine Licensed Professional Engineer PE#12131. Land Surveying services were performed by Bill Shippen of Survey, Inc. Septic System design was performed by Bud Harris of Harris Septic Solutions. The building addition was designed by Gawron and Turgeon Architects.

SECTION 8 – TECHNICAL ABILITY

Dustin Roma has been performing similar consulting and design work in Southern Maine since 2004, including many projects in Windham and the surrounding communities.

SECTION 9 – UTILITIES

The existing building is served by public water from the Portland Water District, and underground electrical and data utilities. The existing septic field is located within the vicinity of the building expansion and a new private on-site wastewater disposal has been designed for this project.

SECTION 10 – WATER SUPPLY AND SEWAGE DISPOSAL DEMAND

The proposed septic system has been designed to accommodate the existing 640 gallons per day and a 20% proposed expansion totaling 738 gallons per day of wastewater. We do not anticipate any significant increases in water supply demand as a result of the building expansion.

SECTION 11 – SOLID WASTES

The existing facility utilizes an on-site dumpster for solid waste disposal and will maintain its location as part of the proposed development.

SECTION 12 – LIGHTING

There are no proposed lighting fixtures as part of this project.

SECTION 13 – LANDSCAPING

A landscaping plan has been prepared for the project and is included in the plan set.

SECTION 14 – VEHICLE TRAFFIC

Based on the ITE Trip Generation Manual, 10th Edition, the proposed building expansion is estimated to generate 12 additional peak-hour trip-ends as indicated for Land Use Code 630, Medical Clinic (3.28 trips/1,000 sf building).

SECTION 15 – UNIQUE NATURAL AREAS

There are no known unique natural areas within the project vicinity.

SECTION 16 – STORMWATER MANAGEMENT

An existing infiltration basin was designed and constructed as part of the original subdivision and site plan approval. The proposed pavement expansion to the south of the building has been designed to drain to the existing closed drainage system tributary to this Best Management Practice (BMP). Calculations have been prepared indicating the existing basin has the available storage capacity to accommodate the additional impervious surface based on the Maine Stormwater Management Design Manual Volume III Technical Design Manual as published by the Department of Environmental Protection. The building expansion will include the installation of a roofline dripedge to provide stormwater treatment for the new rooftop impervious area.

SECTION 17 – PUBLIC WATER SUPPLY

We do not anticipate any significant increases in water supply demand as a result of the building expansion.

SECTION 18 – FINANCIAL CAPACITY

The expected construction costs to complete the project are as follows:

- Parking and Sidewalk Construction \$20,000
- Building Expansion \$350,000

Total Construction Costs	\$370,000
--------------------------	-----------

The applicant already owns the land, so land costs were not included in the project budget. A letter from the applicant's financial institution is forthcoming and will be provided once available to demonstrate the applicant's ability to fund the project.

SECTION 19 – TECHNICAL CAPACITY

The applicant currently owns the existing development and there is no proposed change in use of the property.

WARRANTY DEED

Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That I, Donald L. Rich, with a mailing address of 26 Fieldcrest Road, Windham, Maine 04062, (hereinafter referred to as the "Grantor"), for consideration paid, grant to the Rich Family Limited Partnership, a Florida Limited Partnership, with a principal place of business located at 248 NE Edgewater Drive, Stuart, Florida 34996, (hereinafter referred to as the "Grantee"), with WARRANTY COVENANTS, the land in the Town of Windham, County of Cumberland, and State of Maine more particularly described as follows:

Parcel One:

A certain lot or parcel of land with the buildings thereon situated on the Easterly side of Route 302 in the Town of Windham, County of Cumberland, State of Maine, and being Lot 1 as depicted on a Plan entitled "Lake Region Commons, Windham, Maine" prepared by BH2M dated April 28, 1989 and recorded in the Cumberland County Registry of Deeds in Plan Book 180, Page 42, to which Plan and its record reference is hereby made for a more particular description of the premises herein conveyed.

Parcel Two:

A certain area depicted as a fifty foot (50') reserved area contiguous and Easterly of the above-described *Parcel One*, which said parcel is bounded and described as follows:

Beginning at an iron rod situated on the Southeasterly corner of Lot 1 as depicted on said Plan recorded in Plan Book 180, Page 42 of the Cumberland County Registry of Deeds;

Thence South 77° 52' 33" East a distance of 50.01 feet to an iron rod set in the Southwesterly corner of Lot 2 as depicted on said Plan;

Thence North 13° 4' 24" East a distance of 216.72 feet to an iron rod set and the Northwesterly corner of said Lot 2;

Received
 Recorded Register of Deeds
 Jan 16, 2003 02:00:31P
 Cumberland County
 John B. O'Brien

Thence North 88° 31' 13" West a distance of 51.04 feet to an iron pipe found;

Thence South 13° 4' 24" West a distance of 207.29 feet to the point of beginning.

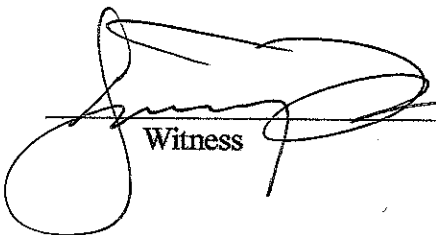
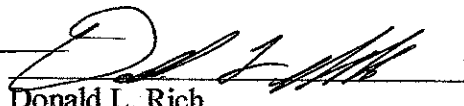
Also conveying to the Grantee herein and their assigns, the right to the use of the roads and green space shown on said Plan, in common with the other land owners in Lake Region Commons; provided, however, that such usage shall, at all times, be subject to the reasonable regulations of the Savings Bank of Manchester or its assigns.

Referenced is hereby made to the Agreement recorded at the Cumberland County Registry of Deeds in Book 12707, Page 142, releasing the rights to this parcel of land.

Being a portion of the premises conveyed to the Grantor herein by the Savings Bank of Manchester by deed dated January 25, 1996, and recorded in Book 12333, Page 245 of the Cumberland County Registry of Deeds.

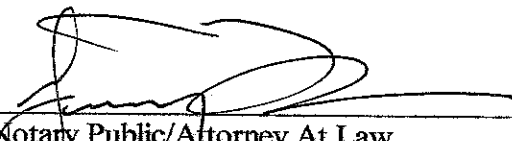
IN WITNESS WHEREOF, the said, Donald L. Rich, has caused this instrument to be signed this: 20th day of the month of December, 2002.

SIGNED, SEALED AND DELIVERED in the presence of:

	
Witness	Donald L. Rich
	26 Fieldcrest Road
	Windham, Maine 04062
State of Maine)	
)	ss.
Cumberland County)	<u>December 20</u> , 2002

Then personally appeared the above-named Donald L. Rich and acknowledged the foregoing instrument to be his free act and deed.

Before me,


 Notary Public/Attorney At Law
GREGORY W. Files
 Printed Name of Notary Public/Attorney

**DECLARATION OF
WINDHAM HERITAGE VILLAGE CONDOMINIUM**

TABLE OF CONTENTS

ARTICLE 1 DECLARATION OF CONDOMINIUM PROPERTY

- 1.1. Declaration of Property.
- 1.2. Applicability
- 1.3. Defined Terms.
- 1.4. Interpretation.

ARTICLE 2 DESCRIPTION OF PROPERTY

- 2.1. Description of the Property.
- 2.2. Location and Dimensions of Buildings and Units.
- 2.3. Recorded Plat and Plans.
- 2.4. Condominium Documents.

ARTICLE 3 DESCRIPTION OF CONDOMINIUM UNITS

- 3.1. Creation of the Units.
- 3.2. Description of Units.
- 3.3. Unit Boundaries.
- 3.4. Allocated Interests.
- 3.5. Alterations by Unit owner.

ARTICLE 4 COMMON ELEMENTS, LIMITED COMMON ELEMENTS

- 4.1. Common Elements.
- 4.2. Limited Common Elements.
- 4.3. Common Elements to Remain Undivided.
- 4.4. Alteration of Common Elements by Declarant.

ARTICLE 5 DEVELOPMENT RIGHTS AND PHASING

- 5.1. Development Rights.
- 5.2. Two Additional Building Phases.
- 5.3. Assignment
- 5.4. Design Restrictions
- 5.5. Amendment, Waiver, Etc.

ARTICLE 6 CONDOMINIUM ASSOCIATION

- 6.1. The Association.

- 6.2. Board of Directors Powers; No Declarant Control Period.
- 6.3. Bylaws
- 6.4 Rules and Regulations

ARTICLE 7 ASSOCIATION ASSESSMENTS ON UNIT OWNERS

- 7.1. Common Expenses and Service Charges.
- 7.2. Allocation and Payment of Assessments.
- 7.3. Service Charges
- 7.4 Payment of Land Lien for Assessments, Service Charges, Etc.
- 7.5 Liability
- 7.6 Budget.

ARTICLE 8 MAINTENANCE RESPONSIBILITIES AND USE RESTRICTIONS

- 8.1. General Maintenance Responsibilities.
- 8.2. Maintenance of Common Elements.
- 8.3. Maintenance of Limited Common Elements.
- 8.4. Maintenance of Unit.
- 8.5. Liability of Owner.
- 8.6. Use and Occupancy Restrictions on Units.
- 8.7. Use of Common Elements

ARTICLE 9 EASEMENTS & RESERVED RIGHTS

- 9.1. Utilities, Pipes and Conduits.
- 9.2. Access.
- 9.3. Condominium Association and Board of Directors Access.
- 9.4. Encroachments.

ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS

- 10.1. Right to Mortgage.
- 10.2. Identification of Mortgages.
- 10.3. Mortgage Foreclosure and Dispositions.
- 10.4. Eligible Mortgage Holder.
- 10.5. Eligible Mortgagee Approval Rights.
- 10.6. Mortgagee Priority.
- 10.7 Records

ARTICLE 11 INSURANCE

- 11.1. General.
- 11.2. Property and Casualty Insurance.
- 11.3. Additional Required Provisions.
- 11.4. Other Insurance.

- 11.5. Memoranda, Cancellation, Additional Required Provisions.
- 11.6. Separate Insurance.

ARTICLE 12 REPAIR

- 12.1. Repair.

ARTICLE 13 TERMINATION OF CONDOMINIUM

- 13.1. Termination.
- 13.2. Effect of Termination

ARTICLE 14 EMINENT DOMAIN

- 14.1. Acquisition of Units.
- 14.2. Acquisition of Common Elements
- 14.3. Rights of Association and Mortgage Holders.

ARTICLE 15 AMENDMENTS

- 15.1. General.
- 15.2. Proviso; Consent of Declarant.
- 15.3. Notice, Execution and Recording
- 15.4. Challenge

ARTICLE 16 GENERAL PROVISIONS

- 16.1. Enforcement.
- 16.2. Units Not Yet Separately Assessed.
- 16.3. Conflict.
- 16.4. Severability.
- 16.5. Waiver.
- 16.6. Captions.
- 16.7. Gender, Number, etc.
- 16.8. Power to Interpret
- 16.9. Disputes with Declarant and Arbitration.
- 16.10. Arbitration re Association Disputes

ARTICLE 17 NOTICES

- 17.1. Notices.

EXHIBITS

Exhibit A Legal Description of Land Phase I

- Exhibit B Condominium Plat
- Exhibit C Condominium Floor Plans
- Exhibit D Allocated Interests
- Exhibit E Condominium Association Bylaws

DECLARATION OF WINDHAM HERITAGE VILLAGE CONDOMINIUM

ARTICLE 1 DECLARATION OF CONDOMINIUM PROPERTY

THIS DECLARATION OF WINDHAM HERITAGE VILLAGE CONDOMINIUM ("Declaration") is executed by **RICH FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

§1.1 Declaration of Property. The Declarant as the owner in fee simple of the land located on Route 302 in the Town of Windham, County of Cumberland and State of Maine described in Exhibit A, the buildings and improvements located thereon and all easements, rights, privileges and appurtenances thereto (referred to as the "Land" and collectively with any other real estate subsequently subjected to this Declaration, referred to as the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as **Windham Heritage Village Condominium**. The name of the Unit owners' association is the **Windham Heritage Village Condominium Association**, a Maine nonprofit corporation (the "Association"). Initially the Condominium consists of the Property, Units #B and C and the Limited Common Elements appurtenant to Unit #B and C.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the rights to physically construct and legally create two (2) additional Condominium Units up to a maximum possible total of four (4) Units and appurtenant Limited Common Elements.

§1.2 Applicability. This Declaration shall govern the Property, All present and future owners, occupants and tenants, their guests, licensees, servants, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws and to such Rules and Regulations as may be adopted from time to time by the Board of Directors of the Association, which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration, the Bylaws of the Association or on the Plat and Plans shall have the meanings as specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plan and Plans, the provisions of this Declaration shall govern.

ARTICLE 2 DESCRIPTION OF PROPERTY

§2.1 Description of the Property. A legal description of the Property initially included in the Condominium is set forth in Exhibit A. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Site Plan entitled "Windham Heritage Village Condominium Association" dated June 1, 2005 prepared by Sebago Technics ("Plat") recorded or to be recorded herewith in the Cumberland Registry of Deeds, a reduced copy of which is attached hereto as Exhibit B.

§2.2 Location and Dimensions of Buildings and Units. The term "Building" means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed areas in which Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat, a reduced copy of which is attached hereto as Exhibit B. The proposed location and dimensions of the initial Units #B and C are depicted on the Floor Plans entitled "Windham Heritage Village Condominium" dated June 16, 2005 prepared by Gawron Turgeon Architects ("Plans"), reduced copies of which are attached hereto as Exhibit C. The proposed location and dimensions of each future Building, Unit and appurtenant Limited Common Elements are subject to change by the Declarant until such time as each proposed Unit is legally created, and such improvements need not be built, as further appears in Article 5 below.

§2.3 Recorded Plat and Plans. The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws, and the Rules and Regulations adopted by the Board of Directors, and any amendments adopted from time to time to any of the foregoing.

ARTICLE 3 CONDOMINIUM UNITS

§3.1 Creation of Units. Initially Units #B and C are created under this Declaration with the Allocated Interests set forth in Exhibit D. For each Unit subsequently created by this Declaration, its Allocated Interests shall be set forth in an amendment to Exhibit D, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Plat and Plans.

§3.2 Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

only, and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit consists of the entire Building in which it is located and includes the following items without limitation:

- (a) The foundations, concrete floors, roof, structures, walls, doors, windows, steps, railings, gutters, basements, chimneys, steps, flues, for future Unit A the designated drive in area, and all portions of the building in which the Unit is located;
- (b) All utility lines, pipes, wires, electrical and transmission wires and conduits, sprinkler and life safety systems, distribution pipes, pumping station, and water and sewer utility lines located within the Building or mounted on or within its exterior walls (excepting lines and equipment owned by public and municipal utilities);
- (c) All interior portions of the Buildings, including all structural components, flooring, floor coverings, walls and ceilings and all other materials within the Building; and
- (d) Plumbing, electrical, heating, ventilating and air conditioning lines, pipes, systems and components located within the Building or else located outside of the Building and servicing only that Unit, any even if located outside of a Unit's boundaries as depicted on the Plans.

A Unit generally does not include utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act.

§3.3 Unit Boundaries. The boundaries of each Unit subsequently created under this Declaration shall be shown on the Plat and Plans, and shall consist of:

(a) *Horizontal Boundary:* The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: There is no upper boundary for a Unit.
2. Lower Boundary: The horizontal plane at the lower or outer surfaces of the foundation or the undecorated lower surface of the concrete floor or basement slab.

(b) *Vertical Boundaries:* The vertical boundaries of each Unit shall be the vertical planes at the outermost exterior surfaces of the exterior walls, foundation walls if any, eaves and canopies, extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Space.* All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(d) *Relocation*. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the votes in the Association, allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit as set forth in Exhibit D.

The percentage of ownership of Common Elements and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is 1 and the denominator is the total floor area of all Units which have been created in the Condominium, measured from exterior wall to exterior wall forming the outer edge of the Unit's boundaries, subject to rounding in order to permit ease of administration, provided that the percentage stated in Exhibit D (as it may be amended) shall prevail in any event.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

§3.5. Alterations by Unit owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit owner may make structural and nonstructural improvements and alterations to the Unit and change the exterior of the Unit, subject to the design approval standards set forth in this Declaration, initially to be administered by the Declarant and following the creation and conveyance of the last Unit which may be created hereunder, to be administered by the Association. However, no Unit owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity of another Unit, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

ARTICLE 4 COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term "Common Elements" means the entire Property other than the Units, and includes without limitation:

- i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all roads, drives, parking areas, landscaping, vegetation, trees and drives;
- ii. All utility lines, pipes, wires, electrical and transmission wires and conduits, the sprinkler system, any life safety systems, distribution pipes, pumping station,

and water and sewer utility lines which serve more than one Unit (excepting lines and equipment owned by public and municipal utilities);

- iii. The pylon sign located along Route 302, the square footage space on which shall be allocated among the Units based on their Common Element Ownership Interest, with a coordinated design for individual signs, and subject to the ordinance requirements of the Town of Windham;
- iv. Storm water management facilities, drywells, infiltration basin, skimmers and septic tanks, pipes, fields and apparatus; and
- v. 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.

§4.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, or the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

- i. For each Unit, the exterior parking lot(s) and interior accessory roads thereto in the immediate vicinity of each Unit, and other areas, all as shown and assigned on the Plat and/or Plans, and Unit D shall have the right to create and install additional parking Limited Common Elements in the area over its septic system;
- ii. Water, sewer, septic tanks and piping, septic chambers, pipes, fields and accessories, propane tanks, pipes and meters, and other utility lines, HVAC units, exterior lighting equipment, directional signs, and other fixtures designed to serve a single Unit but not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;
- iii. The site of the proposed ground level sign near Route 302 which is allocated to Unit A exclusively; and
- iv. Any other portions of the Property shown as Limited Common Elements on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act

The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the all Owners and of any Eligible Mortgage Holder of record of the Units which are affected by the reallocation of Limited Common Elements. With the consent of the Owners and Eligible Mortgage Holders of record the parking space Limited Common Elements initially assigned to each Unit may be reallocated pursuant to a written instrument duly recorded.

To the extent any subsurface Limited Common Elements are underneath ground level Limited Common Elements, then the use, repair, maintenance and replacement of subsurface

Limited Common Elements shall be conducted so as to minimize any interference with the use and enjoyment of the surface level Limited Common Elements improvements, and following such work the surface of the earth shall be reasonably restored including a smooth repaved surface and re-sodding and re-landscaping of other areas.

The Limited Common Elements located along the Common Element roadways are subject to an easement for the deposit of snow and ice from the roadways.

Generally, the loop roadway, the lawn and landscaped areas and the general common area lighting are general Common Elements not allocated to a specific Unit.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Limited Common Elements in order to discharge its obligations and to exercise any Declarant rights, whether arising hereunder or under the Condominium Act.

ARTICLE 5

DECLARANT'S RIGHTS, PHASING AND DESIGN RESTRICTIONS

§5.1 Development Rights. The Declarant reserves the following rights:

(a) To locate in the Common Elements of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing the property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units or Limited Common Elements or proposed Units as shown on the Plat assigned by Declarant to third parties, that any easements granted through the surface grade or above Limited Common Elements shall not unreasonably interfere with such areas and minimize any disruption of such areas, and that the Common Elements and Limited Common Elements shall be promptly restored upon installation and repair;

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

(c) To use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes, but excluding from the exercise of such rights any Limited Common Elements appurtenant to a Unit owned by a third party and further provided that activities shall be generally carried on so as to limit interference with the use and enjoyment of the Property by others;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to permit prospective tenants, purchasers, lenders, appraisers, and others to visit and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

(e) Those rights established under Section 4.4 of the Declaration.

(f) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restrictions:

- i) No changes shall be made to the site plan and subdivision approval and recorded plan of Heritage Village approved by the Town of Windham Planning Board unless the change is approved pursuant to the Town of Windham's Land Use Ordinance to the extent applicable.
- ii) No changes shall be made in the approvals received from the Maine Department of Environmental Protection unless the change is approved by the Maine Department of Environmental Protection if required.

§ 5.2 TWO ADDITIONAL BUILDING PHASES. Developer reserves the perpetual rights but not the obligation to create up to two (2) additional Units and Limited Common Elements appurtenant to such Units on the Land as described in the attached Exhibit A, all pursuant to Section 1602-110 of the Condominium Act, which may be composed of up to two (2) buildings known as "Building Phase A" and "Building Phase D". The projected location and approximate dimensions of the Units and Limited Common Elements for said Building Phases are shown on the Plat and Plans. Said additional buildings, Units and Limited Common Elements may only built in the locations shown on the Plat; the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, and LIMITED COMMON ELEMENTS, *provided however* that Buildings may only be constructed within the "footprint" areas as shown on the Plat and shall be consistent with the exterior architectural design set forth in the building exterior prototype plans submitted by Gawron Turgeon Architects to the Town of Windham Planning Board in connection with its Site Plan approval referenced below, as such design may be altered with Planning Board approval. Upon the addition of such Building Phases, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Phase(s) and the Allocated Interests

of the Units shall be reallocated in accordance with the formulas set forth in Section 3.4 of this Declaration, as shall be more particularly set forth in the amendment adding said Building Phase(s). All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to such Building Phases including, without limitation, the restriction to nonresidential use. Declarant need not add said Building Phases or said Limited Common Elements to the Condominium and hence said buildings, Units and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Building Phase must be substantially completed upon the addition to the Condominium. For future Unit D, the rights to Limited Common Elements shall include the right to construct parking spaces over the septic system area.

Once construction of the building and improvements forming a part of a Unit and its Limited Common Elements has commenced, work thereon must be prosecuted diligently. All exterior siding, finish trim, landscaping, grading, seeding, driveway and other exterior work must be completed with due diligence and continuity within a reasonable time, not to exceed one (1) year from the start of excavation and construction, unless the delay is due to acts of God or other similar causes beyond the Declarant's control. No building shall be occupied without an occupancy permit from the Town and the construction of an approved subsurface disposal field.

Each future Units and Limited Common Elements shall commence paying Common Expenses and shall be legally created within one (1) month of the issuance of a certificate of occupancy by the Town of Windham, or if sooner, the date the Unit is occupied. Upon the addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly.

To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment shall include supplemental Plat and Plans if required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

§5.3 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant from time to time, in whole or part, to any person or entity which will then assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of a document in said Registry of Deeds by which Declarant assigns any of such rights, powers or reservations and by which the assignee assumes the duties and obligations of Declarant related to the rights, powers or reservations assigned, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations with respect to the rights, powers or reservations assigned as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.4 Design Restrictions. The exteriors of all buildings and improvements shall be designed and constructed in accordance with traditional colonial and New England designs as set forth in the building exterior prototype plans submitted by Gawron Turgeon Architects of Scarborough, Maine to the Town of Windham Planning Board in connection with its Site Plan approval referenced above, as such designs may be altered with the approval of the Town of Windham's Planning Board.

§5.5 Amendment, Waiver, Etc.

ARTICLE V and Section 4.4 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE V and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

**ARTICLE 6
CONDOMINIUM ASSOCIATION**

§6.1 The Association. The term "Association" means the association of the Unit owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit owner shall automatically become a member of the Association as long as she or he continues as a Unit owner, and upon the termination of the interest of the Unit owner in the Condominium, his or her membership and any interest in the common funds of the Association shall be transferred and inure to the next Unit owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

§6.2 Board of Directors Powers; No Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on

behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

There shall be no Declarant Control Period.

The affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than four (4) natural persons, the exact number of which shall be established by the Bylaws of the Association. A majority of the members at the Board of Directors shall be Unit owners or spouses of Unit owners or in the case of a Unit owner which is a corporation, limited partnership, partnership, trust or estate, a designated agent thereof.

Each Unit owner shall vote as a class for the election of one (1) director to the Board, provided that if there are only two units, then the third director shall be elected by majority vote of the two units.

§6.3 Bylaws. The initial bylaws of the Association are attached hereto as Exhibit E.

§6.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt and amend Rules and Regulations by unanimous consent relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 7 COMMON EXPENSES AND ASSESSMENTS

§7.1 Common Expenses and Service Charges. The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit owners of all related services.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed to the Unit(s) to which that Limited Common Element is assigned; if there are more than one such Unit then such expenses shall be allocated in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Board of Directors may periodically establish and determine.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

§7.2 Allocation and Payment of Assessments. The total amount of common expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) Limited Common Expenses which benefit one or more Units but fewer than all Units, then such Limited Common Expense shall be assessed solely against the benefited Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Board of Directors may periodically determine; if a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited. For the expenses of pavements maintenance, repair, plowing and sweeping, the expenses shall be allocated on the pavement square footage.

(c) Electricity, telephone and cable television services, and water if separately metered, 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 or her Unit. Units B and C share a common water meter and shall each share one half of the water expense unless either unit elects to install a sub-meter in which event the water bill will be allocated based on use. The electricity serving the Common Elements, and water if not separately metered shall be assessed to each Unit as a Common Expense, subject to the right of the Association to submeter and separately charge for water and sewer services supplied to the Units as Service Charges.

If available propane may be installed and be supplied directly to each Unit through a common tank and separate meter or through separate tanks for each Unit, and each Unit owner shall be required to pay the bills for propane consumed or used in his or her Unit promptly after the bills therefore are rendered directly to the supplier and otherwise as a Service Charge.

(d) Each subsurface sewage disposal system, including the tanks, pumps if any and leach field Limited Common Elements, shall be maintained in good condition and repair by the Unit to which it is appurtenant.

(e) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, interest and costs of collection as provided in the Condominium Act, the Declaration and the Bylaws.

(f) In any event once the first Unit is conveyed, all Units owners including the Declarant shall commence paying monthly Common Expenses to the Association for all Units which have been legally created and submitted to the Condominium.

§7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit and its Limited Common Elements. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability 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:

(i) If a Unit owner, his employees or tenants requests the Association or its agent to perform repair and maintenance work on his Unit or Limited Common Elements or damages the Common Elements or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, trash removal and/or other utility services and equipment. Likewise, water and sewage services supplied to each Unit may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of public utility charges for water and propane and of equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge. The expense of water services for the common areas may be assessed as a common expense or as a service charge at the election of the Board of Directors.

§7.4 Payment of and Lien for Assessments, Service Charges, Etc.

(a) Each Unit owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month, or on such other date that the Board of Directors may determine, one-twelfth ($1/12^{\text{th}}$) of the Common Expenses for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act, assessed against Unit owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof. If for any reason the Association shall revise the annual budget of the Association and the Common Expenses or any component are increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, revised Common Expenses, revised Limited Common Expenses, Service Charges, any special assessment; other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

In any case where an assessment against a Unit owner is payable in installments, upon a default by such Unit owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit owner by the Board of Directors or its representative. Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, penalties, and costs of collection may be maintained against the Unit owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Any Unit 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 from the Association to the Unit owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

§7.5 Liability. Multiple owners of a Unit shall each be jointly and severally liable with one another for all unpaid Common Expenses for Common Expenses and Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection during their period of their 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 assessments, Common Expenses, 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 of Directors, a statement from the Association setting forth the amount of unpaid Common Expenses, assessments and service charges, late fees, interest and costs of collection against the Unit as of the date of grant or conveyance and such other items 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, late fees and costs of collection accruing thereafter.

§7.6 Budget. The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) or greater vote of all Unit owners.

ARTICLE 8 MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. Each Unit and its appurtenant Limited Common Element shall be maintained by the Unit Owner. The Common Elements other than the Limited Common Elements shall be maintained and repaired by the Association.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements including but not limited to snowplowing and sanding, and street lighting of the Common Elements all as determined by the Board of Directors, but any expenses incurred by the Association for Limited Common Elements which separately benefit less than Units shall be allocated to the Units benefited. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit owners, in which case such cost shall be assessed to the Unit owners responsible as a Service Charge.

§8.3 Maintenance of Limited Common Elements. Generally each Unit Owner shall maintain, repair and replace the Limited Common Elements appurtenant to each Unit in good condition and repair good order, condition and repair and in a clean and sanitary condition, including without limitation, snow removal, sanding, and the care of lawn and landscaped areas in good condition and repair, as determined in the reasonable judgment of the Board of Directors. Unit owners shall pump out their septic systems as may be recommended in accordance with prudent maintenance practices.

The Association shall seek to coordinate the maintenance and repair of the Limited Common Elements through a single source supplier for all Units so that the Unit Owners may benefit from economies of scale and uniformity of maintenance and repairs of the Limited Common Elements.

§8.4 Maintenance of Unit. Each Unit owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural.

The exteriors of all buildings and improvements shall be maintained in accordance with traditional colonial and New England designs, appearance and colors as set forth in the building exterior prototype plans submitted by Gawron Turgeon Architects to the Town of Windham Planning Board in connection with its Site Plan approval referenced above.

§8.5 Liability of Owner. Each Unit owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements, to the extent that such costs are caused by or attributable to such Unit owner's act, neglect or carelessness or by that of such Unit owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in fire insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit owner.

§8.6 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

(a) *Permitted Commercial Uses.* Units may only be used for retail, business and professional office business purposes permitted under the land use ordinances of the Town of Windham, Maine. No Unit shall be used or occupied for residential purposes.

The following activities and uses on the Property are prohibited:

- i) the sale of alcohol except in connection with the operation of a sit down restaurant for consumption in connection with meals;
- ii) the sale, display, viewing or rental of pornographic or "X" rated materials of any nature, as determined by the entire Board of Directors;
- iii) the operation of a tattoo parlor;
- iv) playing of amplified music which can be heard outside of a Unit;
- v) outside signs and displays attached to the building exterior or located on or above the walkway outside the Units or on the pylon sign except for signage permitted by the Town of Windham and of a quality comparable to the Building's construction and utilizing a colonial appearance and further provided that no flashing lights, strobe lights, flashing signs, or neon lights shall be permitted;
- vi) any illegal or criminal activities;
- vii) industrial and manufacturing uses,
- viii) automobile repair and service facilities, gasoline filling stations, and outdoor storage and
- ix) any activities and uses which are not expressly permitted by the Town of Windham Zoning Ordinance, as the same may be amended from time to time.

(b) No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of any other Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

(c) No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for appropriate retail use without the prior written consent of the Condominium Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No strip or waste will be committed on the Common Elements.

(e) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Association's Board of Directors. Association shall seek to arrange a common provider for all Units in order to obtain economies of scale.

(f) No pets and animals shall be permitted outside of a Unit except on a leash attended by a responsible person. Pet owners shall clean up the droppings left by their pets.

(g) No articles of personal property shall be stored in any portion of the Common Elements or Limited Common Elements.

(h) *Utility System.* No Unit owner shall overload the electrical, water, sewage and storm water disposal system servicing the Property. No Unit owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance.

(i) All Unit owners, their tenants, visitors, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Windham. The violating Unit owner shall hold the Association and other Unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(j) Units may be rented, in whole or part. No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

- (i) requiring the tenant to comply with this Declaration, the Bylaws, and Rules and Regulations;
- (ii) providing that failure to comply constitutes a default under the lease;

- (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit owner after Thirty (30) days' prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease or noncompliance with the Declaration, the Bylaws, and Rules and Regulations, and
- (iv) in the event that the payment of Common Expenses and/or Service Charges or other amounts due to the Association becomes more than 30 days past due, authorizing the Association to require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other fees due. The Unit owner shall have ten days after such notice is sent to file any objection, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

The terms of any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of every Unit.

Each Unit owner of each Unit shall, promptly following the execution of any written lease, forward a true copy thereof to the Board of Directors.

§8.7 Use of Common Elements. Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by Board of Directors pursuant to its powers, each Unit owner, occupant, tenant, guest, visitor and invitee may use the Common Element in common with all other Unit owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit owners, upon the following terms:

(a) *Motor Vehicles and Parking.* All vehicles, trucks and trailers may be parked or kept only in the Limited Common Elements or in such areas of the Common Elements designated by the Board of Directors of the Association, and such vehicles must be in operable condition and fully licensed for operation on public highways. Generally only vehicles of less than 8,000 pounds shall be parked on the Property except for vehicles actively making deliveries. No inoperable vehicles, boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property except within a fully enclosed building forming a part of the Unit. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Plat.

No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to driveway or parking areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking.

(b) *Exterior Alterations.* Unit owners may alter the exterior of their Unit or the Limited Common Elements, or do any other thing which affects the appearance from the exterior of the Building, subject to the colonial design standards set forth above.

(c) *Signs.* Free standing signs may be erected in the Limited Common Element for each Unit as permitted by the Rules and Regulations and as approved by the Town of Windham. The pylon identifying sign along Route 302 declaring the name and location of each occupant of the Units, with the space on the sign allocated in accordance with the Common Element ownership interest of each Unit. The other free standing sign located as shown on the Plat shall be for Unit A only and shall be erected and maintained at its expense.

(d) *Obstruction/Storage.* No Unit owner shall obstruct any of the Common Elements nor shall any Unit owner place or store anything on any of the Common Elements (except those areas designated for parking by the Condominium Documents or the Board of Directors) without the approval of the Board of Directors.

(e) *Responsibility.* Neither the Board of Directors, the Association, any Unit owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 9 EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Owner shall have an easement, in common with all other Unit owners, to use all pipes, wires, ducts, cables, conduits, and utility lines serving his Unit located outside of the Unit boundary. The Limited Common Elements are subject to a perpetual easement in the areas as shown on the Plat for the use, maintenance, repair and replacement of all the pipes, ducts, cables, wires, poles, conduits, utility lines and utility facilities serving other Units and the Common Elements, to be administered by the Association for the benefit of all Units. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements and the easement areas as shown on the Plat for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit owner shall have an easement in common with all other Unit owners to use the Common Elements as a means of access to and from his Unit.

§9.3 Association and Board of Directors Access. The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to the Limited Common Elements and if necessary, the Unit, all as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located therein or accessible therefrom or for making any addition or improvements thereto; or to make repairs to Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit owner is present at the time. Upon request of the Association, each Unit owner shall provide the Association with a copy of each key to the Unit.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any Building in which they are located, other than as a result of the willful 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, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a Building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

§10.2 Identification of Mortgagee. A Unit owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of

default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

- i. Default in the payment of Common Expenses, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;
- ii. Default or violation of the Condominium documents, or any proceedings by the Association relating thereto;
- iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;
- v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- vii. The merger or consolidation of the Condominium with another condominium;

- viii. The conveyance or subjection to a security interest of any portion of the Common Elements; and
- ix. The use of any hazard insurance proceeds other than for repair or restoration of the Property.
- x. Such other events specified in the Condominium Act.

§10.5 Eligible Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below 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 is considered material:

- i. Voting rights in the Association;
- ii. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;
- iii. Reserves for maintenance, repair and replacement of Common Elements;
- iv. Responsibility for maintenance and repairs;
- v. Reallocation of pro rata interests in the Common Elements or Limited Common Element or rights to their use;
- vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;
- vii. Convertibility of Units into Common Elements or vice versa;
- viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- ix. Insurance or fidelity bond requirements;
- x. Leasing of Units;
- xi. Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;
- xii. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;
- xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

- xiv. Any action to terminate Condominium after substantial damage destruction or condemnation occurs;
- xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- xvi. Any provisions of this Article.

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 agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

§10.6 Mortgagee Priority. No provision of the Condominium documents shall be deemed or construed to give a Unit owner, or any other person, priority over the rights of any eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. A mortgagee may examine the books, records and accounts of the Association at reasonable times. Any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant at the Eligible Mortgage Holder's expense.

ARTICLE 11 INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for the purpose of purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

(i) Comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit owner and the Declarant against any liability to the public or to the Unit owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit owner because of negligent acts of the Association or of another Unit owner; and (d) a broad form liability extension endorsement including "personal injury", contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.2 Property and Casualty Insurance. Each Unit owner shall be responsible for maintaining in effect fire and casualty insurance policy as the Unit owner deems appropriate covering the Unit and any improvements in the Limited Common Elements, and furniture, furnishings or other personal property supplied or installed by Unit owners. The Association shall not be responsible for insuring the buildings and improvements on a Unit against loss or damage. Such policies carried by Unit Owners shall waive any rights to subrogation claims against the Association and the Board of Directors as set forth in Section 11.3 below.

Upon request of the Association, each Unit Owner shall provide proof that such insurance coverage is in effect.

§11.3 Additional Required Provisions. All insurance policies required to be carried by the Association under the foregoing Section 11.1 shall in addition contain the following provisions or features:

- i. The insurer waives any right to claim, by way of subrogation, against the Declarant, the Association, the Board of Directors, the managing agent or the Unit owners, and their respective agents, employees, guests and, in the case of the Unit owners, the members of their households;
- ii. The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit owner.
- iii. Each Unit owner is an insured person under the policy, with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;
- iv. The insurer waives its right to subrogation under the policy against any Unit owner or members of his household;

- v. No act or omission by any Unit owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- vi. If, at the time of a loss under the policy, there is other insurance in the name of a Unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

§11.4 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law; and
- (iv) Such other insurance as the Board of Directors may determine or as may be requested by a majority of the Unit owners (including, without limitation, fidelity bond coverage).

§11.5 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda or insurance to the Association, and, upon request, to any Unit owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.6 Separate Insurance. At the request of the Association any Unit owner who obtains an individual insurance policy covering a Unit or the Limited Common Elements shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance.

ARTICLE 12

DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of a Unit or Limited Common Element appurtenant to a Unit shall be repaired or replaced promptly by the Unit Owner unless:

- i. The Condominium is terminated; or
- ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance.

The cost of repair or replacement shall be the responsibility of the Unit owner.

Any Building forming a part of a Unit that is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt or all debris removed and the affected portion of the property restored to its natural condition within a reasonable time, but in any event not to exceed twelve (12) months.

ARTICLE 12

TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least ninety (90) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and by the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of 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 and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE VIII.

EMINENT DOMAIN.

§14.1 Acquisition of Unit(s). 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 its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, 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.

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. Upon such acquisition, (i) that Unit's allocated interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective allocated interests of those Units with the partially acquired Unit participating in the reallocation of the basis of its reduced allocated interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, 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 elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that limited common element allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, 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 of Units and/or Common Elements.

ARTICLE 15 AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

- (a) *Before Any Conveyance.* Prior to the conveyance of any Unit or the assignment of Development Rights by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and reamend this Declaration in any manner that the Declarant may deem appropriate.
- (b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

- (i) *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit owners holding at least twenty-five (25) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit owners and all eligible Mortgage Holders.
- (ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of One Hundred Percent (100%) of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.
- (iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated own hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16 GENERAL PROVISIONS

§16.1 Enforcement. The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such

further action as permitted under the Bylaws, and/or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit owner but are taxed on the Property as a whole, then each Unit owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts 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, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. 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 which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. 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.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the

Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

§16.9 Disputes with Declarant and Arbitration. In any dispute between one or more Unit owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court have jurisdiction thereof.

§16.10 Arbitration re Association Disputes. In the event that the Directors or Unit Owners, including, but not limited to, any Mortgagee who acquires a Unit pursuant to foreclosure or deed in lieu of foreclosure, either (i) are unable to agree upon the expenses, budget or the performance of the maintenance, repair and replacement of the Common Elements or the Limited Common Elements in accordance with the terms and provisions of the Declaration; or (ii) are so divided that the affairs of the Association and the Condominium are suffering or will suffer irreparable injury, and (iii) such deadlock continues for thirty (30) days after two or more of the members of the Board of Directors or the owners of two or more Units send written notice to the other members of the Board of Directors and Unit Owners indicating the decisions in dispute, then the Board of Directors shall promptly select an independent professional property manager to handle such duties in dispute.

If the Board of Directors cannot agree on the selection of such an independent professional property manager within 30 days of such notice, then a manager shall be selected by arbitration in accordance with the procedures and with the powers specified below:

The members of the Board of Directors or Unit Owners who initiated the notice shall give notice to the Board of Directors members specifying in said notice the name and address of the person designated to act as an arbitrator on their behalf. Within twenty (20) days after the service of such notice, the other Directors or Unit Owners shall give specifying the name and address of the person designated to act an arbitrator on its behalf. If the other Board of Directors members or Unit Owners fail to notify the initiating Board members or Unit Owners of the appointment of its arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and if, by thirty (30) days after the date of the appointment of the second arbitrator, the two

arbitrators shall not agree upon the independent professional manager, they shall together appoint a third arbitrator. In the event of their being unable to agree upon such third arbitrator within thirty (30) days after the latest date for agreement, the third arbitrator shall be selected by the Board of Directors members or Unit Owners themselves if they can agree thereon within a further period of ten (10) days. If the Board of Directors members or Unit Owners do not so agree, then any Board of Directors member or Unit Owners, and on notice to the other Board of Directors or Unit Owners members may apply to the Cumberland County Superior Court for an appointment of such third arbitrator. It shall not be an objection to the nomination by either Unit Owner that the arbitrator nominated is not neutral, but the third arbitrator shall be a disinterested person. The decision of the arbitrators shall be final and the expenses of arbitration shall be assessed as a Special Assessments in accordance with their relative Common Expense Liability. All arbitrators appointed must be employed in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise.

Unless the Board of Directors members or Unit Owners agree to limit the scope of the manager's duties, the independent property manager shall have full power to administer the Association, on its behalf, including (i) establishing the budget of the Association, (ii) calculating, assessing, allocating and collecting Common Expenses and charges, (iii) management and administration of the Condominium, (iv) establishing reserves, and (v) appointment and dismissal of personnel and agents for the maintenance of the Condominium. The manager's term shall continue for a minimum of one (1) year, renewable annually, unless a majority of the Board of Directors agree in writing to cancel thirty (30) days prior to the anniversary date. The manager shall be paid a reasonable fee for such manager's services, which fee shall be a Common Expense among all Units in proportion to their relative Common Expense Liabilities. In the event of dispute, the amount of the manager's fee shall be determined by the arbitrators as set forth above.

ARTICLE 17 NOTICES

§17.1 Notices.

(a) *To Unit owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit owner at the address which the Unit owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit owner who is the record owner thereof.


(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit owners to the Association shall

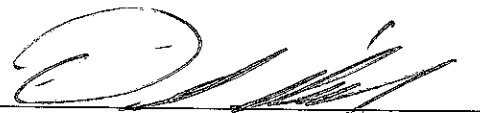
be in writing, and shall be deemed to delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice To Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be if delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of June 21, 2005.

RICH FAMILY LIMITED PARTNERSHIP
By: RICH FAMILY HOLDINGS, INC., its sole
General Partner

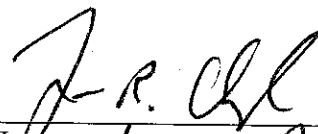

Witness

By: 
Donald Rich, its President

STATE OF MAINE
Cumberland, ss

June 21, 2005

Personally appeared the above-named Donald Rich in his said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said corporation in its said capacity as general partner and the free act and deed of said limited partnership, before me,


Name: Lawrence R. Clough
Attorney at Law/Notary Public

- Exhibit A Legal Description of Land
- Exhibit B Condominium Plat
- Exhibit C Condominium Floor Plans
- Exhibit D Allocated Interests
- Exhibit E Condominium Association Bylaws

Exhibit A
Legal Description
Windham Heritage Village Condominium

A certain lot or parcel of land with the buildings and improvements thereon situated on the easterly side of Route 302 in the Town of Windham, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning at a point on the easterly sideline of Route 302 at the southwesterly corner of land now or formerly of Mechanics Savings Bank (see Cumberland County Registry of Deeds Book 20663, Page 63);

Thence running South 12° 07' 27" West by the easterly sideline of Route 302 a distance of 180.00 feet to a point;

Thence running on a curve to the left with a radius of 25 feet a distance of 39.27 feet to a point measuring a core distance of 35.36 feet, and a cord bearing of South 32° 52' 33" East and the southerly sideline of Commons Drive as shown on the plan entitled "Lake Region Commons, Windham, Maine" prepared by BH2M dated April 28, 1989 recorded in said Registry of Deeds in Plan Book 180, Page 42;

Thence running South 77° 52' 33" East along said Commons Drive a distance of 550.01 feet to an iron pipe and land now or formerly of Kenneth A. and Dianna Timmons (see Book 11961, Page 271);

Thence running North 12° 22' 02" East by said Timmons land a distance of 267.00 feet to an iron pipe and land now or formerly of 430 Western Avenue, LLC (see Book 19073, Page 15);

Thence running North 83° 59' 07" West along said 430 Western Avenue, LLC land a distance of 80.00 feet to an iron pipe;

Thence running South 45° 29' 17" West by said 430 Western Avenue, LLC land a distance of 28.91 feet to a point;

Thence running North 88° 31' 13" West by said 430 Western Avenue, LLC land and continuing along said Mechanics Savings Bank land a distance of 153.26 feet along to an iron pipe;

Thence running North 58° 53' 43" West by said Mechanics Savings Bank land a distance of 77.56 feet to an iron pipe;

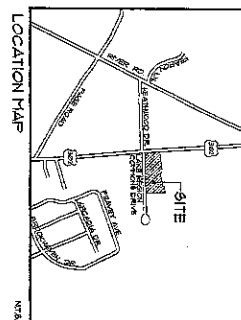
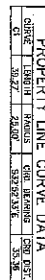
Thence running North 84° 01' 33" West by said Mechanics Savings Bank land a distance of 256.57 feet to the easterly sideline of Route 302 and the point of beginning.

Also conveying the right to use the road and green space as shown on said plan entitled "Lake Region Commons, Windham, Maine" prepared by BH2M dated April 28, 1989 and recorded in the Cumberland County Registry of Deeds in Plan Book 180, Page 42.

Subject to the reasonable regulations of the Savings Bank of Manchester or its assigns applicable to said lots shown on said Plan of Lake Region Commons.

Meaning and intending to describe and hereby describing and subjecting to this condominium the same premises described in two deeds from Donald L. Rich to the Declarant both dated December 20, 2002, one being recorded in the Cumberland County Registry of Deeds in Book 18722, Page 276 and the second being recorded in Book 18722, Page 278.

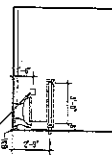
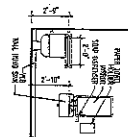
DECLAR. HERITAGE VILLAGE 6-8-05.DOC
6/23/2005



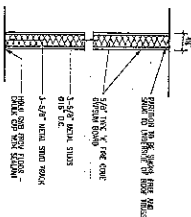
NOTE:
EXCEPT AS OTHERWISE SHOWN, DRIVES, LEAF AND
LANDSCAPING AREAS ARE GENERAL, COMMON
ELEMENTS, TYPICAL.

SYMBOL	DESCRIPTION	PAID/CHD
1	RECEIVED	
2	RECEIVED	
3	RECEIVED	
4	RECEIVED	
5	RECEIVED	
6	RECEIVED	
7	RECEIVED	
8	RECEIVED	
9	RECEIVED	
10	RECEIVED	
11	RECEIVED	
12	RECEIVED	
13	RECEIVED	
14	RECEIVED	
15	RECEIVED	
16	RECEIVED	
17	RECEIVED	
18	RECEIVED	
19	RECEIVED	
20	RECEIVED	
21	RECEIVED	
22	RECEIVED	
23	RECEIVED	
24	RECEIVED	
25	RECEIVED	
26	RECEIVED	
27	RECEIVED	
28	RECEIVED	
29	RECEIVED	
30	RECEIVED	
31	RECEIVED	
32	RECEIVED	
33	RECEIVED	
34	RECEIVED	
35	RECEIVED	
36	RECEIVED	
37	RECEIVED	
38	RECEIVED	
39	RECEIVED	
40	RECEIVED	
41	RECEIVED	
42	RECEIVED	
43	RECEIVED	
44	RECEIVED	
45	RECEIVED	
46	RECEIVED	
47	RECEIVED	
48	RECEIVED	
49	RECEIVED	
50	RECEIVED	
51	RECEIVED	
52	RECEIVED	
53	RECEIVED	
54	RECEIVED	
55	RECEIVED	
56	RECEIVED	
57	RECEIVED	
58	RECEIVED	
59	RECEIVED	
60	RECEIVED	
61	RECEIVED	
62	RECEIVED	
63	RECEIVED	
64	RECEIVED	
65	RECEIVED	
66	RECEIVED	
67	RECEIVED	
68	RECEIVED	
69	RECEIVED	
70	RECEIVED	
71	RECEIVED	
72	RECEIVED	
73	RECEIVED	
74	RECEIVED	
75	RECEIVED	
76	RECEIVED	
77	RECEIVED	
78	RECEIVED	
79	RECEIVED	
80	RECEIVED	
81	RECEIVED	
82	RECEIVED	
83	RECEIVED	
84	RECEIVED	
85	RECEIVED	
86	RECEIVED	
87	RECEIVED	
88	RECEIVED	
89	RECEIVED	
90	RECEIVED	
91	RECEIVED	
92	RECEIVED	
93	RECEIVED	
94	RECEIVED	
95	RECEIVED	
96	RECEIVED	
97	RECEIVED	
98	RECEIVED	
99	RECEIVED	
100	RECEIVED	

1991

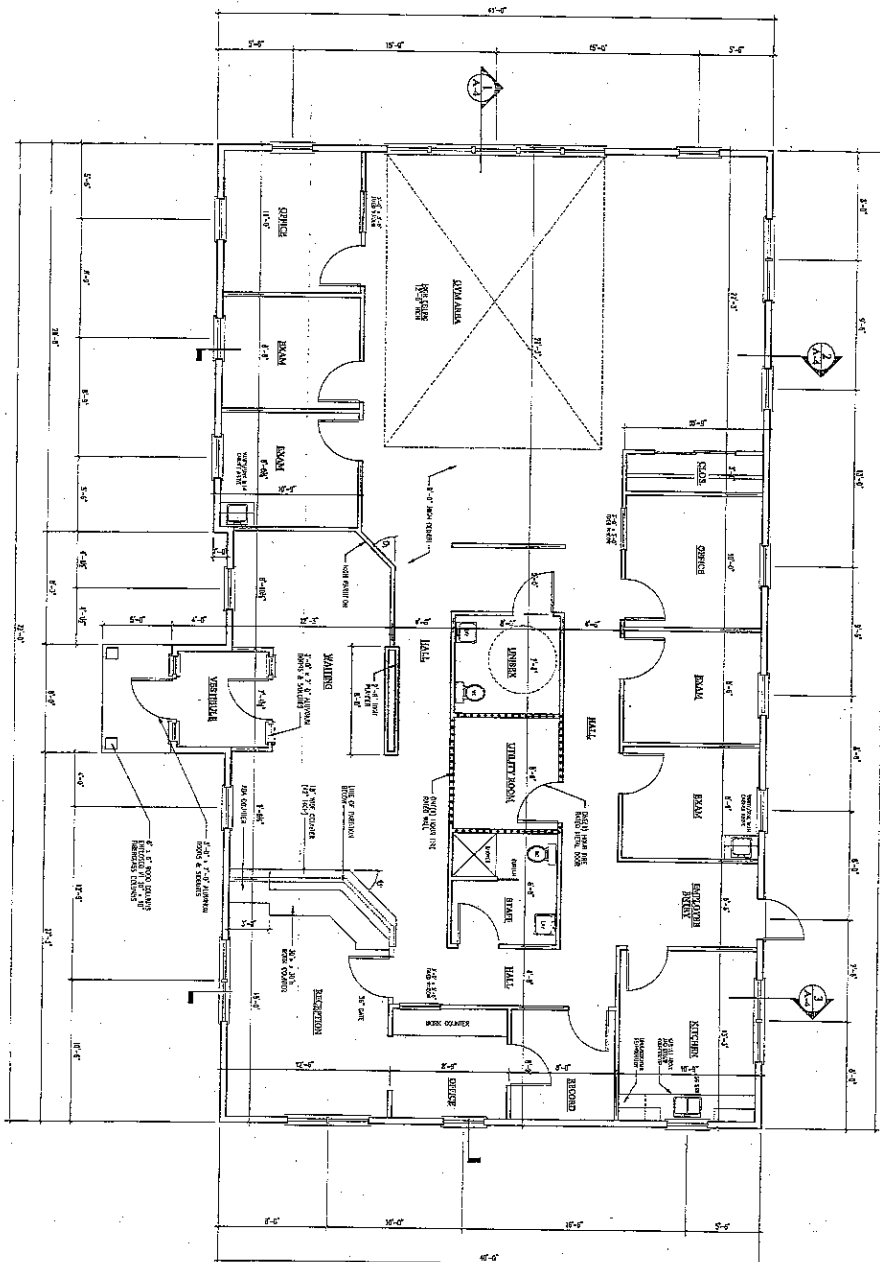


2
AZ
TYPICAL TOILET
ROOM ELEVATIONS
SCALE: 1/8" = 1'-0"



W-1 WALL DETAIL (NON FINISH)
SCALE: 1/8" = 1'-0"
W-2 WALL DETAIL (FINISH)
SCALE: 1/8" = 1'-0"

1
AZ
FLOOR PLAN
SCALE: 1/8" = 1'-0"
FEB 2013



SEE EXHIBIT C FOR ROOM SCHEDULE
AND EXHIBIT D FOR ROOM SCHEDULE

TOTAL BUILDING AREA = 2,841 sq. ft.

Handwritten signature and date: 10/11/13

A-2

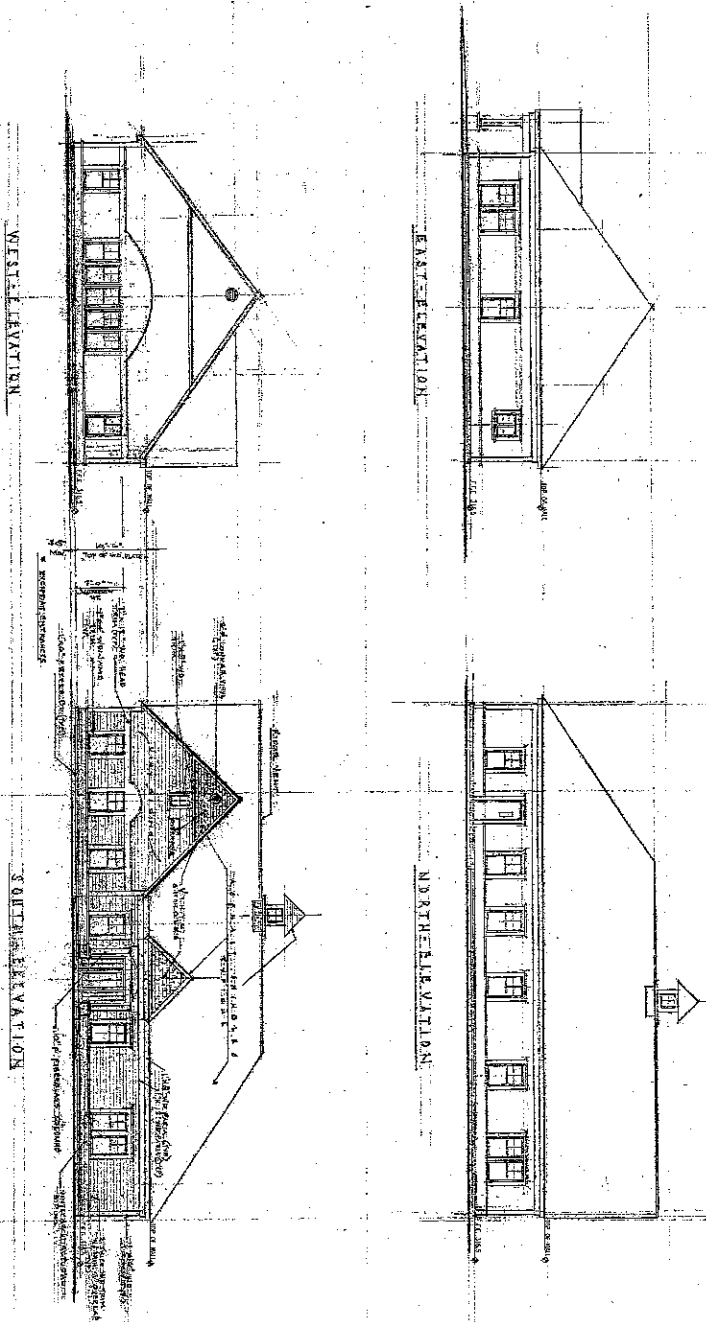
SHED TITLE
WINDHAM HERITAGE VILLAGE
AND BUILDING

DATE	REVISIONS
06/01/2013	1. INITIAL DESIGN
06/01/2013	2. REVISED DESIGN
06/01/2013	3. REVISED DESIGN
06/01/2013	4. REVISED DESIGN
06/01/2013	5. REVISED DESIGN
06/01/2013	6. REVISED DESIGN
06/01/2013	7. REVISED DESIGN
06/01/2013	8. REVISED DESIGN
06/01/2013	9. REVISED DESIGN
06/01/2013	10. REVISED DESIGN

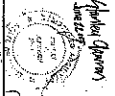
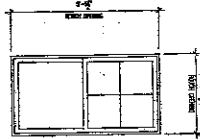
Windham Heritage Village Condominium
Building B
Commons Drive North Windham, ME

GAMRON
TURGEON
ARCHITECTS
22 Black Point Road
Southport, ME 04090
Tel: 207.851.5557
Fax: 207.851.5558
www.gamronturgeson.com

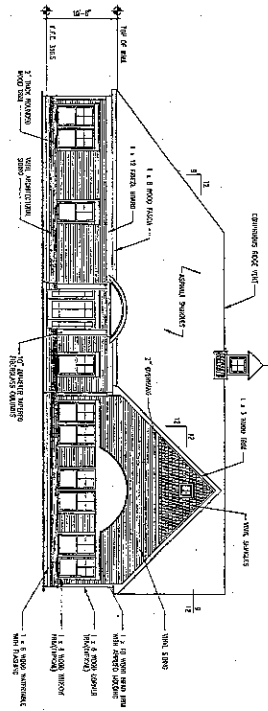




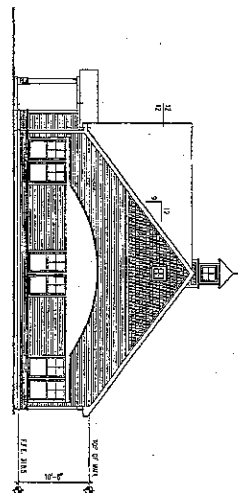
TYPICAL DOUBLE HUNG
VINYL CLAD WOOD WINDOW
SCALE: 1/8" = 1'-0"



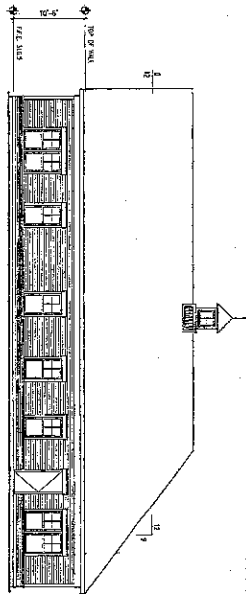
Windham Heritage Village Condominium Building B Commons Drive North Windham, ME		GAMRON TURKSON ARCHITECTS 20 Main Street Windham, ME 04094 Tel: 207-851-6007 Fax: 207-851-0581							
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION				DATE: 05/01/08 DESIGNED BY: GAM DRAWN BY: GAM CHECKED BY: GAM APPROVED BY: GAM	
NO.	DATE	DESCRIPTION							
PROJECT: Windham Heritage Village ARCHITECT: Gamron Turkson Architects		SCALE: 1/8" = 1'-0"							



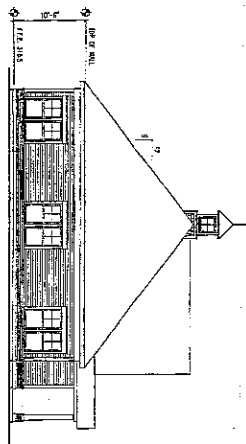
1 FRONT ELEVATION
A3 SCALE 1/8" = 1'-0"



2 RIGHT SIDE ELEVATION
A3 SCALE 1/8" = 1'-0"



3 REAR ELEVATION
A3 SCALE 1/8" = 1'-0"



4 LEFT SIDE ELEVATION
A3 SCALE 1/8" = 1'-0"

Shirley Brown
Jan 12, 2007

Exhibit D Allocated Interests

<u>Unit #</u>	<u>Interest in Common Elements</u>	<u>Common Expense Liability</u>	<u>Votes</u>
B	50%	50%	1
C	<u>50%</u>	<u>50%</u>	<u>1</u>
Total	100%	100%	2

DECLAR HERITAGE VILLAGE 6-8-05.DOC
6/23/2005



BYLAWS OF WINDHAM HERITAGE VILLAGE CONDOMINIUM ASSOCIATION

ARTICLE I. CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as the Windham Heritage Village Condominium (the "Condominium") located in the Town of Windham, Maine to the Maine Condominium Act pursuant to the Windham Heritage Village Condominium Declaration (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is the Windham Heritage Village Condominium Association (the "Association").

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 belong thereto) and all other property, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, agents and customers, and any other persons who may enter upon 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 Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at the Condominium.

Section 1.04 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of the Declaration shall govern.

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 Maine Condominium Act for the government, operation and maintenance of the Condominium established under the Declaration; and

Section 2.2 Powers. 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 Maine Condominium Act or the Maine Non-Profit

Corporation Act 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:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit owners;
- C. Hire and terminate managers and other employees, agents, and independent contractors;
- D. Institute, defend, or intervene in litigation, arbitration, 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;
- E. Make contracts and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit owners affected;
- G. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;
- H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- I. Grant easements, leases, concessions, and licenses for public utilities servicing or benefiting the Property through or over the Common Elements;
- J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;
- K. 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;
- L. 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 Maine Condominium Act;
- M. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

- N. Exercise any other powers conferred by Declaration or Bylaws;
- O. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

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

Section 2.3 Non-Profit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, assessments, or Common Charges.

ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium now or hereafter created in accordance with the Declaration. 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 his interest in the Unit accomplished in accordance with the Declaration, whereupon his 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. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the members shall be held annually each successive year on the last Tuesday of March, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion if it determines that another meeting date is more convenient. The annual meeting and any special meetings shall be held at the Condominium's principal office 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 of Directors, or upon the call of Fifty percent (50%) 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 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 the proposed declaration or bylaw amendment, any budget charges 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 Holders if and as required by the Declaration:

- A. By hand delivering it to him, or
- B. 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.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

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 noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and 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 Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the members or of the Board of Directors, Robert's Rules of Order as then amended shall be followed, except in the event of conflict these Bylaws or 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 more than fifty percent (50%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

A. Any person, 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 his or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one owner. 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 to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written proxy duly executed by a Unit owner and filed with the Secretary. 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 written 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 not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

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 him 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, he shall satisfy the secretary that he so holds 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 one vote in the Association as specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. To the extent required by the Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Unit owners are present.

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 which 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.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than four (4) natural persons, the exact number of which shall be established by these Bylaws. Members at the Board of Directors need not be Unit owners.

Each Unit owner shall vote as a class for the election of one (1) director, provided that if there are only two units, then the third director shall be elected by majority vote of the two units.

Section 4.2 Election and Term of Office. Each director, his successor shall be elected to serve a term of One (1) year; provided, however, that a director shall hold office until his successor has been elected.

Section 4.3 Powers and Duties. The Board of Directors 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 Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically 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 of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;
- C. Determination and collection of assessments for Common Expenses, and Service Charges from the owners and the regulation of its fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of Common Elements and for contingencies.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix 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 of Directors 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 thirty days notice at any time with or without cause after the expiration of such period. .

Section 4.6 Appointment and Vacancies. A vacancy caused by the expiration of a Director's term, the removal of a Director by a vote of the members, or by the resignation of a Director shall be filled by vote of the members who elected the director. 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 the vote of the member who elected the director, with or without cause. Any director whose removal has

been proposed shall be given an opportunity to be heard at the meeting, but the member's 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 of Directors shall be held immediately following the annual meeting of the Association and at the same place; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (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 of Directors shall be given to each Director, personally or by delivery to his Unit, or by telephone, at least Ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on Ten (10) days notice to each Director, given personally or by delivery to his Unit, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors 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 of Directors, 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. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least three directors or of the majority of directors then in office, whichever is less, 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 of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which 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 which 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 Directors' meetings and shall have the same effect as a unanimous vote.

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 of Directors 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 of Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his successor elected. 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. He shall preside at all meetings of the Association and of the Board of Directors.

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 of Directors, 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 of Directors or of the Association, 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 him by these Bylaws or assigned to him 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 Board of Directors, may from time to time at any scheduled 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 Association.

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. Within Ninety (90) 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 year. All financial records shall be available for examination by Unit owners, mortgagees and their duly authorized agents and accountants at reasonable times.

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. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. The Board shall call a meeting of the members to review the budget; unless at that meeting the budget is reject by Sixty-Seven percent (67%) in interest of all members, the budget shall be deemed to have been ratified. Unless the budget is rejected, the members shall pay the amounts specified in the proposed budget adopted by the Board.

B. The budget shall include the 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:

- i. Management and administration expenses;
- ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and Limited Common Elements which the Association is responsible for the maintenance repair and replacement of;
- iii. The cost of operation, repairs, maintenance, replacement, and improvements of the Limited Common Elements which the Members are responsible for the maintenance repair and replacement of pursuant to the Declaration, which expenses shall be assessed to the Unit;
- iv. 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;

- v. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a Maine financial institution; and
- vi. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted by the Board, the members shall continue to pay that monthly amount of Common Charges which 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 assessments due, but each member shall pay his Common Charges promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his share of Common Charges and assessments without setoff or deduction, which shall be 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 Charges 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, the entire remaining balance thereof 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 other 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 Common Charges and Service Charges with such late charges as may be determined by the Board of Directors, 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 Common Charges, 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 signed by an officer or director of the Association or by an agent authorized by the Board of Directors 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 shall exercise and enforce any and all rights and remedies provided in the Maine 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, as amended

from time to time. The delinquent owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Charges, 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 Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors 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. Suit to recover a money judgment for unpaid Common Charges, 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. The lien is extinguished unless action to enforce the lien is started within Three (3) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit or group of Units benefited thereby and shall be paid by the Unit owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Charges set forth in Section 6.2.

Section 6.4 Revised and Special Assessments. If at any time the Board shall determine the amount of the Common Charges 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 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 Charges shall be determined and paid on the basis of such revision.

The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one current monthly assessment for each Unit unless approved by the members, which 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 of Directors.

Section 6.6 Capital Improvements. The approval of a majority in interest of all the members shall be required to make a capital improvement to the Common Elements in an amount in excess of Thirty-five percent (35%) of the aggregate Common Charges against all the members over the prior fiscal year, exclusive of Service Charges, Common Charges for Limited Common Elements assessed separately to Unit Owners and user fees, and in such event the cost thereof shall be assessed to all Unit owners as an assessment.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations.

Section 6.8 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 Common Charges, assessments, Service Charges, damages 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.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and Common Elements of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further 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.

Section 6.10 Right of Entry. Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the owner or occupant is present at the time, and upon prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.13 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. The Board of Directors shall require all officers and employees of the Association handling or responsible for corporate funds to furnish adequate fidelity bonds in the amount of the maximum funds that will be in the custody of the Association or any management agent at any time but not less than three (3) months Common Charges plus the amount of the Association's reserve account balance. The premiums on such bonds shall be paid by the Association. All such policies shall require at least twenty (20) days notice of cancellation.

C. It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the owner unless that

owner has elected to procure insurance under the Association's policy as provided in the Declaration.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7.2 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

Section 7.3 Common Elements. No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 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 by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire alarms and such other purposes related to the provision of public services, and utilities to the Condominium as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least Thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Condominium.

Section 9.2 Utility Services. The Association shall not be liable for the failure of electricity, telephone, water supply, sewage disposal systems, or other services to be obtained 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 which may leak, fall or flow from or settle on any portion of the Common Elements or Limited Common Elements or from any roof, 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 which may be stored upon or in any individual Unit or in any of the Common Elements or facilities. No set-off, diminution or abatement of assessments for common expenses 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 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 X. LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 10.2 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, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication

thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. 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.

Section 10.3. Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI. BY-LAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of One Hundred percent (100%) of the members of the Association at a meeting duly called for the purpose, PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; 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. Such certificate shall be recorded in Cumberland County Registry of Deeds.

Section 11.2 Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

Bylaws Heritage Village Final
6/17/2005 11:42:00 AM

Received
Recorded Register of Deeds
Jun 24, 2005 01:51:41P
Cumberland County
John B O'Brien

**AMENDMENT TO
DECLARATION OF
WINDHAM HERITAGE VILLAGE CONDOMINIUM**

**ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY**

THIS AMENDMENT TO THE DECLARATION OF WINDHAM HERITAGE VILLAGE CONDOMINIUM ("Amendment to Declaration") is executed by **RICH FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act") and pursuant to the exercise of Declarant's rights under the original Declaration of Windham Heritage Village Condominium §5.2 (hereinafter "Declaration").

WHEREAS, Rich Family Limited Partnership was the original Declarant under the Declaration dated June 21, 2005 recorded at the Cumberland County Registry of Deeds in Book 22796, Page 127; and

WHEREAS, pursuant to a certain Partial Assignment of Special Declarant Rights and Development Rights and Agreements RE Unit #D dated June 21, 2005, and recorded at the Cumberland County Registry of Deeds in Book 22796, Page 186 Declarant assigned the rights to construct Unit #D to Sports Venture, LLC; and

WHEREAS, pursuant to an Assignment of Declarant Rights and Development Rights dated August 30, 2013 and recorded at the Cumberland County Registry of Deeds in Book 30996, Page 297 Rich Family Limited Partnership reacquired said development rights to Unit #D.

NOW THEREFORE, Declarant states:

§1.1 Development Rights. The Declarant has exercised the Development Rights set forth in §5.1 and §5.2 of the Declaration and constructed Unit #D as set forth on the Plans to be recorded of even date herewith.

§1.2 Allocated Interests. The Allocated Interests of each Unit is set forth in Exhibit A attached hereto.

§1.3 Limited Common Elements. The Limited Common Elements created by the construction of Unit #D are the same as set forth in the Declaration in §4.2.

§1.4 Remaining Provisions of Declaration. All other provisions of the original Declaration shall remain in full force and effect.

WITNESS its hand and seal as of March 28, 2014.

RICH FAMILY LIMITED PARTNERSHIP

By: RICH FAMILY HOLDINGS, INC., its sole
General Partner

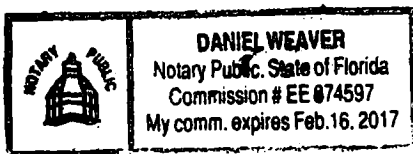
[Signature]
Witness Edgerton

By: [Signature]
Donald L. Rich, its President

STATE OF FL
Marlin County, ss

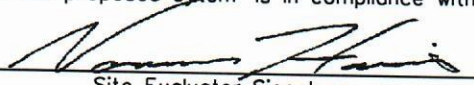
March 28, 2014

Personally appeared the above-named Donald L. Rich in his said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said corporation in its said capacity as general partner and the free act and deed of said limited partnership, before me,



Printed Name: [Signature]
Notary Public Daniel Weaver

Received
Recorded Register of Deeds
Apr 01, 2014 03:45:45P
Cumberland County
Pamela E. Lavley

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION				Maine Dept. Health & Human Services Div. of Environmental Health, 11 SHS (207) 287-2070 FAX (207) 287-4172	
PROPERTY LOCATION			>> Caution: LPI APPROVAL REQUIRED <<		
City, Town, or Plantation	WINDHAM		Town/City _____ Permit # _____		
Street or Road	4A COMMONS AVE.		Date Permit Issued ____/____/____ Fee: \$ _____ Double Fee Charged ()		
Subdivision, Lot #			_____ L.P.I. # _____		
OWNER/APPLICANT INFORMATION			Local Plumbing Inspector Signature _____ <input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input type="checkbox"/> State		
Name (last, first, MI) RICH FAMILY LIMITED PARTNERS <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Applicant			The Subsurface Wastewater Disposal System <i>shall not</i> be installed until a Permit is attached HERE by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.		
Mailing Address of Owner/Applicant C/O: STEVE RICH 57 HURRICANE ROAD GORHAM, ME 04038					
Daytime Tel. # 207-318-6168					
Owner or Applicant Statement			Caution: Inspection Required		
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a permit. _____ Signature of Owner or Applicant			I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application. _____ Local Plumbing Inspector Signature		
			(1st) Date Approved _____		
			(2nd) Date Approved _____		
PERMIT INFORMATION					
TYPE OF APPLICATION <input type="checkbox"/> 1. First Time System <input checked="" type="checkbox"/> 2. Replacement System Type Replaced: <u>PLASTIC</u> Year Installed: <u>2005</u> <input type="checkbox"/> 3. Expanded System <input type="checkbox"/> a. <25% Expansion <input type="checkbox"/> b. ≥25% Expansion <input type="checkbox"/> 4. Experimental System <input type="checkbox"/> 5. Seasonal Conversion		THIS APPLICATION REQUIRES <input type="checkbox"/> 1. No Rule Variance <input type="checkbox"/> 2. First Time System Variance <input type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input checked="" type="checkbox"/> 3. Replacement System Variance <input checked="" type="checkbox"/> a. Local Plumbing Inspector Approval <input type="checkbox"/> b. State & Local Plumbing Inspector Approval <input type="checkbox"/> 4. Minimum Lot Size Variance <input type="checkbox"/> 5. Seasonal Conversion Approval		DISPOSAL SYSTEM COMPONENTS 1. <input checked="" type="checkbox"/> Complete Non-engineered System 2. <input type="checkbox"/> Primitive System (graywater & alt toilet) 3. <input type="checkbox"/> Alternative Toilet, specify: _____ 4. <input type="checkbox"/> Non-engineered Treatment Tank (only) 5. <input type="checkbox"/> Holding Tank, _____ Gallons 6. <input type="checkbox"/> Non-engineered Disposal Field (only) 7. <input type="checkbox"/> Separated Laundry System 8. <input type="checkbox"/> Complete Engineered System (2000gpd+) 9. <input type="checkbox"/> Engineered Treatment Tank (only) 10. <input type="checkbox"/> Engineered Disposal field (only) 11. <input type="checkbox"/> Pre-treatment, specify: _____ 12. <input type="checkbox"/> Miscellaneous Components	
SIZE OF PROPERTY 2.74 <input type="checkbox"/> sq. ft. <input checked="" type="checkbox"/> acres		DISPOSAL SYSTEM TO SERVE 1. <input type="checkbox"/> Single Family Dwelling Unit, No. of Bedrooms: _____ 2. <input type="checkbox"/> Multiple Family Dwelling, No. of Units: _____ 3. <input checked="" type="checkbox"/> Other: <u>MEDICAL/OFFICE SPACE</u> (SPECIFY) Current Use <input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped		TYPE OF WATER SUPPLY 1. <input type="checkbox"/> Drilled Well 2. <input type="checkbox"/> Dug Well 3. <input type="checkbox"/> Private 4. <input checked="" type="checkbox"/> Public 5. <input type="checkbox"/> Other: _____	
DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)					
TREATMENT TANK 1. <input checked="" type="checkbox"/> Concrete a. <input checked="" type="checkbox"/> Regular b. <input type="checkbox"/> Low Profile 2. <input type="checkbox"/> Plastic 3. <input type="checkbox"/> Other: _____ CAPACITY <u>1,500</u> gallons		DISPOSAL FIELD TYPE & SIZE 1. <input type="checkbox"/> Stone Bed 2. <input type="checkbox"/> Stone Trench 3. <input checked="" type="checkbox"/> Proprietary Device a. <input checked="" type="checkbox"/> cluster array c. <input type="checkbox"/> Linear b. <input type="checkbox"/> regular load d. <input checked="" type="checkbox"/> H-20 loaded 4. <input type="checkbox"/> Other: _____ SIZE: <u>1,920</u> <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.		GARBAGE DISPOSAL UNIT 1. <input checked="" type="checkbox"/> No 3. <input type="checkbox"/> Maybe 2. <input type="checkbox"/> Yes >> Specify one below: a. <input type="checkbox"/> multi-compartment tank b. <input type="checkbox"/> _____ tanks in series c. <input type="checkbox"/> increase in tank capacity d. <input type="checkbox"/> Filter on tank outlet	
SOIL DATA & DESIGN CLASS PROFILE CONDITION <u>5 / B</u> at Observation Hole # <u>TP-1</u> Depth <u>50</u> " of Most Limiting Soil Factor		DISPOSAL FIELD SIZING 1. <input checked="" type="checkbox"/> Medium - 2.6 sq.ft./gpd 2. <input type="checkbox"/> Medium-Large - 3.3 sq.ft./gpd 3. <input type="checkbox"/> Large - 4.1 sq.ft./gpd 4. <input type="checkbox"/> Extra-Large - 5.0 sq.ft./gpd		EFFLUENT/EJECTOR PUMP 1. <input checked="" type="checkbox"/> Not required 2. <input type="checkbox"/> May be required 3. <input type="checkbox"/> Required Specify only for engineered systems: DOSE: _____ Gallons	
DESIGN FLOW <u>738</u> gallons per day BASED ON: 1. <input type="checkbox"/> Table 4A (dwelling unit(s)) 2. <input checked="" type="checkbox"/> Table 4C (other facilities) SHOW CALCULATIONS - for other facilities - EXISTING USE AT <u>640 GPD. + PROPOSED</u> <u>20% EXPANSION</u> 3. <input type="checkbox"/> Section 4G (meter readings) ATTACH WATER METER DATA LATITUDE AND LONGITUDE at center of disposal area Lot. <u>43</u> d <u>49</u> m <u>28</u> s Lon. <u>70</u> d <u>26</u> m <u>03</u> s if g.p.s, state margin of error <u>17'</u>					
SITE EVALUATOR STATEMENT					
I Certify that on <u>9/17/18</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).					
 Site Evaluator Signature		<u>#348</u> SE #		<u>11/16/18</u> Date	
NORMAN "BUD" HARRIS (HARRIS SEPTIC SOLUTIONS, INC.)		(207) 892-2435		harrisseptic@gmail.com	
Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.					

Page 2 of 3
HHE-200 Rev. 02/11

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services
Division of Health Engineering, Station 10
(207) 287-5672 FAX (207) 287-4172

Town, City, Plantation
WINDHAM

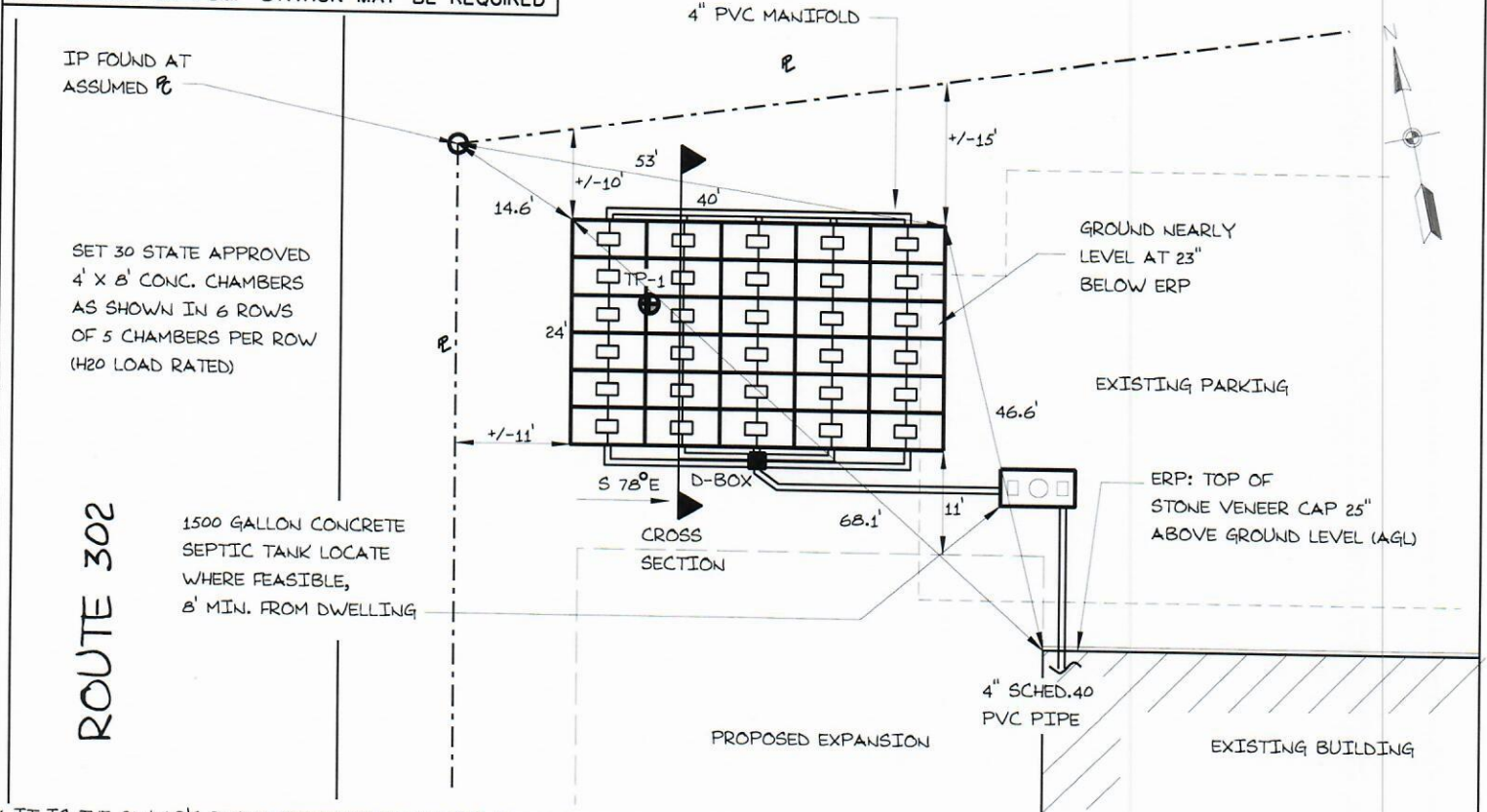
Street, Road, Subdivision
4A COMMONS AVE.

Owner or Applicant Name
RICH FAMILY LIMITED PARTNERS

INSTALLER TO CONFIRM ELEVATIONS
NECESSARY TO OBTAIN PROPER GRAVITY
DISTRIBUTION OR PUMP STATION MAY BE REQUIRED

SUBSURFACE WASTEWATER DISPOSAL PLAN

SCALE 1" = 20' FT.



* IT IS THE OWNER'S RESPONSIBILITY TO VERIFY THAT THERE ARE NO UNIDENTIFIED WELLS LOCATED WITHIN 100' OF DISPOSAL SYSTEM.
* ALL INFORMATION CONTAINED WITHIN THIS APPLICATION IS AS REPRESENTED BY OWNER, APPLICANT OR OWNER'S/APPLICANT'S REPRESENTATIVE.
THE SITE EVALUATOR WILL NOT BE HELD RESPONSIBLE FOR ANY PERTINENT FACTORS NOT IDENTIFIED, DISCLOSED OR INACCURATELY DISCLOSED.

FILL REQUIREMENTS

Depth of Fill (Upslope) : 0"
Depth of Fill (Downslope) : 0"

CONSTRUCTION ELEVATIONS

Finished Grade Elevation -25"
Top of Distribution Pipe or Proprietary Device -42"
Bottom of Disposal Area -55"

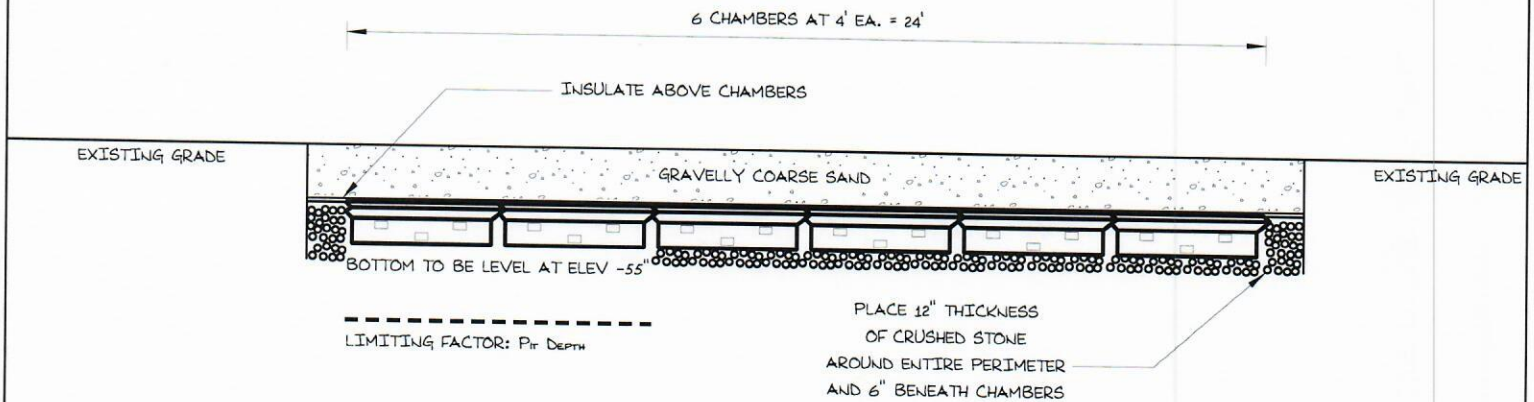
ELEVATION REFERENCE POINT

Location & Description TOP OF
STONE VENEER CAP 25"
Reference Elevation -0"

DISPOSAL FIELD CROSS-SECTION

- NOTES:
- * CHAMBERS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
 - * BACKFILL TO BE GRAVELLY COARSE SAND FREE OF FINES AND ORGANIC DEBRIS
 - * FINAL GRADES SHALL BE LOAMED, SEEDED AND OR MULCHED TO PREVENT EROSION
 - * ANY STONE REQUIRED TO BE FREE OF FINES AND ORGANIC DEBRIS AT A SIZE OF +/- 1 1/2" IN DIAMETER.

SCALES:
VERTICAL: 1" = 5 FT
HORIZONTAL: 1" = 5 FT



* WHERE POSSIBLE, THE AREA UNDER THE DISPOSAL FIELD AND EXTENSIONS SHALL BE SCARIFIED 6 TO 8 INCHES TO CREATE A TRANSITION ZONE

Site Evaluator Signature
NORMAN "BUD" HARRIS (HARRIS SEPTIC SOLUTIONS, INC.) (207) 892-2435

#348
SE

9/17/18
Date
REV.: PROP. BLDG LOCATION 11/16/18



Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel: (207) 287-5672
Fax: (207) 287-4172; TTY: 1-800-606-0215

SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

GENERAL INFORMATION

Town of WINDHAM
Property Owner's Name: RICH FAMILY LIMITED PARTNERS Tel. No.: 207-318-6168
System's Location: 4A COMMONS AVE.
Property Owner's Address: 57 HURRICANE ROAD Zip Code 04038
e-mail address: GORHAM, ME.

The subsurface wastewater disposal system design for the subject property requires a ☒ replacement system variance ☐ first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires ☐ local approval ☒ local and state approval.

SPECIFIC VARIANCE REQUESTED (To be filled in by Site Evaluator. Use additional sheets if needed.)

1. 11' SETBACK - FIELD TO STRUCTURE (SCAB)
2. (PROPOSED)
3. _____

SECTION OF RULE 8, TABLE 8A

SITE EVALUATOR

When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.

I, NORMAN HARRIS, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.

SIGNATURE OF SITE EVALUATOR

DATE

PROPERTY OWNER

I, _____, am the ☒ owner ☐ agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

SIGNATURE OF OWNER
AGENT FOR THE OWNER

DATE

LOCAL PLUMBING INSPECTOR - Approval at local level

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (☐ does ☐ does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (☐ do ☐ do not) approve the requested variance. I (☐ will ☐ will not) issue a permit for the system's installation as proposed by the application.

LPI Signature_____
Date**LOCAL PLUMBING INSPECTOR - Referral to the Department**

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (☐ does ☐ does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (☐ do ☐ do not) recommend the issuance of a permit for the system's installation as proposed by the application.

LPI Signature_____
Date**FOR USE BY THE DEPARTMENT ONLY**

The Department has reviewed the variance(s) and (☐ does ☐ does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

SIGNATURE OF THE DEPARTMENT_____
DATE

- Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)
2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

**SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT
WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).**

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile		
Depth to Groundwater/Restrictive Layer		
Terrain		
Size of Property		
Waterbody Setback		
Water Supply		
Type of Development		
Disposal Area Adjustment		
Vertical Separation Distance		
Additional Treatment		
TOTAL POINT ASSESSMENT:		

Minimum Points (Check One): ☐ Outside Shoreland Zone-50 ☐ Inside Shoreland Zone-65 ☐ Subdivision-65

(Attachment to HHE-200)

“The practice of investigating, evaluating, and reporting the basic soil and site conditions that apply to wastewater treatment and disposal along with a system design in compliance with this code.”

Minimum separation distances required for disposal systems less than 1000 gpd
(Unless reduced by variance)

Location of neighbor's wells is often difficult to observe. Many wells may be buried or hidden, making them unidentifiable. Confirmation from neighbor that their well is greater than 100' must be obtained prior to installation.

- Water supply line to any disposal component 10'
- Building (full basement) to disposal area 20'
- Building (no full basement) to disposal area 15'
- Building to Septic Tank 8'
- Waterbody (major) to any septic component 100'
- Waterbody (minor) to any septic component 50'
- Property line to any septic component 10'*

If after review it is agreed that all information is accurate, the following steps should be taken.

1. Sign the Owner or Applicant Statement section on page 1 of the application
2. Sign any Variance forms or any special circumstance forms that may be attached
3. If required, secure any neighbor variance/release form signatures
4. Repeat signatures on all copies
5. Submit 3 copies to your local Code Enforcement for review and approval

Prior to installation it is recommended that all abutting property owners be notified.

Harris Septic Solutions, Inc.
(207) 892-2435

Existing Infiltration Basin Sizing - Post Development Condition

Tributary Impervious Area= 96,407 sf WS 20
Tributary Landscaped Area= 58,168 sf WS 20

Water Quality Volume (WQV) Calculation

WQV (Required) = 1.0"xImpervious Area + 0.4"xLandscaped Area

WQV (Required) = 9,973 cf

Stage Storage Volume

Elevation	Area (sf)	Storage (cf)
312	3,672	0
314	8,668	11,988

Outlet Elevation= 314.00
Storage Volume Provided = 11,988 cf > Required

*Based on the tributary watershed (post construction), there will be more storage available within the previously constructed infiltration basin than required by the Maine Stormwater Management Design Manual - Volume III Technical Design Manual.