

First Amendment
Declaration of Condominium
Crescent Lake Condominium Cottages
Raymond, Cumberland County, Maine
September 5, 2016

First Amendment to Declaration of Crescent Lake Condominium Cottages as recorded in Cumberland County Registry of Deeds in Book 7731, Page 182.

The following like-numbered sections of the Declaration recorded in said Registry in Book 7731, Page 182, were amended September 5, 2016 and replaced by the following like-numbered sections. In all other respects, said Declaration (7731/182) remains in full force and effect.

1. Description of Land. Theresa, Philip and Jill Gagnon (“Declarant”), all of Raymond, County of Cumberland and State of Maine, hereby submits the land hereinafter described in Appendix I attached hereto and incorporated herein with the buildings and improvements thereon (“the Property”), on the westerly side of Route 85, Raymond, Maine, to the provisions of said Maine Condominium Act. The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Appendix I or in the survey to which reference is hereinafter made.

A properly prepared and certified plat of the land and plans of the units are recorded simultaneously with this Declaration in Plan Book 162, Page 14, in the Cumberland County Registry of Deeds.

Reference is further made to revised survey plan recorded herewith in said Registry in Plan Book 217, Page *, attendant to amendment to this Declaration by membership on September 5, 2016. * Pages 47, 48, 49

2. Creation of Units. Declarant reserves the right to create 12 units, to be numbered one through twelve, of which units one through twelve are hereby created. The location and boundaries of all 12 units are shown on the plat and plans referred to in Section 1 hereof. **(Amendment removes reference to units being “11 seasonal and 1 year-round”)**

3. Unit Numbers and Boundaries. Reference is made to the plat and

plans referred to in Section 1 hereof for the identification number of each unit showing the location and dimensions of its boundaries. The boundaries of each unit are the exterior finished surfaces of the walls, foundations, if any, ceilings, windows and chimneys, if any. All windows, siding, shingles, steps and paint or stain covering the same are included within the boundaries of a unit. The provisions of Section 1602-102 of the Maine Condominium Act are adopted and incorporated herein by reference. The provisions of Section 1602-112 of the Maine Condominium Act shall govern relocation of boundaries between units. The subdivision of a unit into two or more units is prohibited.

The buildings are an existing seasonal cottage colony of twelve buildings of wood frame construction. **Each unit shall provide its own electrical service and meter.**

The units shall have either posts, blocks or full foundations.

All cottages shall be built and/or maintained using the following standards: Structures to be white, shutters black, siding of white wood grain vinyl or clapboard, and roofs to be of asphalt light gray or gray/green. Pressure treated decks are acceptable. New construction shall be consistent with current designs and shall maintain the integrity of cottages nestled beneath the pines, not higher than two (2) stories and in compliance with all zoning ordinances. The Board may approve exceptions. No construction shall block views. Garages are allowed but may not block views. Fences around a portion of the Property are allowed subject to Board approval, and no chain link will be allowed. There shall be no dog pens. Provided, that at the date of September 5, 2016, any unit which does not comply with the above standards is grandfathered. Any future change or construction of such unit or appurtenances shall be made in compliance with said standards.

4. Common Elements. Each of the units will be conveyed together with its respective undivided interest in the common elements as hereinafter set forth and will have the benefit of the right to use the common elements in common with others entitled thereto as provided by the Bylaws of CRESCENT LAKE CONDOMINIUM COTTAGES ASSOCIATION (hereinafter referred to as the "Association") and the rules and regulations adopted by the Association.

The common elements shall consist of all portions of the Property other than the units and shall include all roadways, common areas noted on the plans, tennis court and beach areas on said plans. The Association storage shed is also a common element.

The existing well which serves all units shall be a common element, provided that the water line which serves each unit or units shall be allocated exclusively to the unit or units it serves. As long as the existing well continues to serve all units, it shall continue to be a common element. Any new well dug or drilled for the purpose of serving all units shall likewise remain a common element. Water lines outside of a unit's limited common element are the responsibility of the Association.

5. Limited Common Elements. **Any shutters, awnings, window boxes, doorsteps, stoops, porches, private yards, decks, patios and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside of the unit's boundaries, are limited common elements allocated exclusively to that unit. Limited common elements shall also include any septic system serving one or more units, which are allocated exclusively to the unit or units it serves.**

The water line serving a unit or units shall be a limited common element and shall be allocated exclusively to the unit or units it serves. At such time as any new well may be drilled or dug to serve a unit or to be shared by multiple units, but not all units, such new well shall become a limited common element and allocated exclusively to the unit or units which each well serves. Water lines outside of a unit's limited common element are the responsibility of the Association.

Parking will be in the private yards designated as a limited common element allocated exclusively to each unit. Access for said parking will be over existing common driveways indicated on said plan.

10 a. (Restrictions on Use and Occupancy): Each unit in the building is intended to serve as a self-contained living unit and shall be subject to the rules and regulations and Bylaws of the Association. No unit shall be used for other than **single family** residential purposes.

10 g. (Restrictions on Use and Occupancy): Each member shall, at his expense, maintain insurance on his unit and contents to the extent not covered by the master blanket policy maintained by the Association. **Such insurance shall provide for both inside and outside of the unit and for all limited common elements serving said units and for any coverage not afforded by the master policy.**

12. Maintenance. Each unit owner shall furnish and be responsible for within his own unit or limited common element allocated to his unit, at such unit owner's own expense, all maintenance, repair and replacement for the functioning of or bringing of utilities, such as water, gas, electricity and septic disposal to serve such unit. Maintenance, repair and replacement of the refrigerators, stoves and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances (including all heating, ventilation and air conditioning systems which may be located outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. Except as provided below, maintenance, repair and replacement of the common elements shall be furnished by the Association as part of the common expenses; and this shall include maintenance of the tennis court, Association storage shed, beach area, currently existing well and roadways shown on said plans. If due to the negligent act or omission of a unit owner or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, and maintenance, repair or replacement shall be required which are not covered by insurance and which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repair and replacement as may be determined by the Association. Each unit owner shall be responsible for the maintenance, repair and replacement of all screens, windows and doors appurtenant to his unit.

14. Notice. The Secretary shall cause notice of all meetings of members and of all proposed actions requiring vote or approval of a specified percentage of unit owners and/or mortgagees to be sent in writing by U. S. Mail, postage prepaid, to all unit owners and all eligible mortgage holders at the address filed with the Secretary by said owners and mortgage holders not less than ten (10) days and not more than thirty (30) days prior to the proposed meeting or action. **Further, notice may be given to such member via email, fax or other electronic means, designated in writing by the member, as provided by the Bylaws.** Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration and bylaws, any budget changes and any proposal to

remove a director or officer.

15. Separate Taxation and Utilities. It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each 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 percentage of ownership interest in the common elements.

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. **Utilities which are not separately metered shall be shared by the units which are served by such utilities. Utilities serving the common elements (well pump house, water lines outside of a unit's limited common element, common roadway or walkway lighting, Association shed or beach area) shall be paid as part of common expenses.**

23. Assent of Mortgagee. Deleted in its entirety.

I certify that the foregoing amendments to the Crescent Lake Condominium Cottages Association were passed at a duly called meeting of the members of the Association on September 5, 2016, and that I directed the Treasurer to cause an amendment to the Declaration to be recorded in the Cumberland County Registry of Deeds and the Secretary to place a copy of such vote to be placed in the record books of the Association.

September 6, 2016



Ryan Jackson, President
Crescent Lake Condominium
Cottages Association

Certificate of Amendment

Now comes, Diane Gagnier, in her capacity as Treasurer of Crescent Lake Condominium Cottages Association, and being first duly sworn, under oath hereby states, attests and certifies that the foregoing amendments to the Declaration of the Crescent Lake Condominium Cottages, as noted and identified above, were duly enacted by unanimous consent of the members and eligible mortgage holders at a properly called and held meeting on September 5, 2016, a copy of which vote has been placed in the record books of the Association by the Secretary as directed.

Witness the hand and seal of Diane Gagnier, in her capacity as Treasurer of Crescent Lake Condominium Cottages Association, duly authorized, this date: January 5, 2017.

Crescent Lake Condominium Cottages Association

By: Diane Gagnier, its Treasurer
Diane Gagnier

Attested: [Signature]
Dawn D. Dyer, Esq.
Maine Bar #4691
Clerk

State of Maine
Cumberland, ss.

Date: January 5, 2017

Personally appeared the above-named DIANE GAGNIER in her capacity as Treasurer of Crescent Lake Condominium Cottages Association and acknowledged the foregoing instrument to be her free act and deed in said capacity and individually, and being first duly sworn, under oath swore that the statements contained in the Certificate of Amendment are true of her personal knowledge and belief. Before me,

[Signature]
Nancy Castonguay, Notary Public
State of Maine
My Commission Expires 4/19/2022

SEAL

Received
Recorded Register of Deeds
Feb 17, 2017 01:56:40P
Cumberland County
Nancy A. Lane