

DECLARATION OF  
SAWYER STREET CONDOMINIUM  
Saco, Maine

LOCATION: 7 Sawyer Street  
Saco, Maine 04072

DECLARANT: J W Group, LLC  
202 Ferry Road  
Saco, ME 04072

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DECLARATION OF SAWYER STREET CONDOMINIUM  
ARTICLE 1  
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. J W Group. LLC, a Maine limited liability company having a principal place of business in Saco, York County, Maine, ("Declarant"), owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Saco, County of York and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("the Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "SAWYER STREET CONDOMINIUM" ("Condominium"). The Property is shown on the condominium plat and plan recorded herewith in the York County Registry of Deeds and identified as follows ("Plat and Plan"):

- (a) Plan entitled "Plat Showing Sawyer Street Condominium Located on Sawyer Street, Saco, Maine", dated August 1, 2006, prepared by Austin Land Surveying, LLC, 82 Elderberry Lane, New Gloucester, Maine, 04260, consisting of one page, all as more fully shown on SCHEDULE C attached hereto.

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or in the Plat and Plans, shall have the meanings specified in Section 1601-103 of the Condominium Act. "Condominium Instruments" shall mean this Declaration, as it may be amended from time to time, and all schedules attached hereto.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "SAWYER STREET CONDOMINIUM". The address of the Condominium is 7 Sawyer Street, Saco, Maine 04072. The name of the Unit Owners association is SAWYER STREET CONDOMINIUM OWNERS' ASSOCIATION ("Association") and its address is 202 Ferry Road, Saco, Maine 04072.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.5. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat and Plans, this Declaration shall govern.

Section 1.6. Successor Declarants. For the purposes of this Declaration or of the

Condominium Act, a conveyance of one or more Units to a successor to any special declarant rights (see Section 1603-104 of the Condominium Act) shall not be considered a sale to a person other than Declarant.

## ARTICLE 2

### BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimension of Buildings. The location and dimensions of each building constructed or to be constructed on the Land are depicted on the Plat and Plan recorded with this Declaration and being Schedule C hereto.

Section 2.2. Units. This Declaration creates Two (2) units ("Units") on the Land out of a maximum of Two (2) Units that may be created. The location of Units and their dimensions are shown on the Plat and Plan. Attached as Schedule B hereto is a list of the Two (2) created Units, their identifying numbers, Common Element Interest, Common Expense Liability and Vote appurtenant to each Unit. The dimensions and types of Units are shown on the Plat and Plan recorded with this Declaration and being Schedule C hereto. All Units, whether created hereby or added by exercise of development rights reserved in Article 4 herein, if any, shall be allocated an equal interest in the common elements and common expenses and shall be entitled to one (1) vote in the Association affairs upon creation. Said interest in the common elements and common expenses shall be stated as a percentage and shall be established by dividing one hundred (100) percent by the total number of all Units created in the Condominium.

Section 2.3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The upper boundary of the Units shall be the upper surface of the ceiling of each Unit or, where there are no ceilings, the lower surface of the rafters.

(2) Lower Boundary: The lower boundary of the Units shall be the horizontal plane of the top unfinished surface of the basement floor of each Unit.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Units shall be the exterior surface of the interior walls bounding the Units and the interior unfinished surface of the basement walls extended to intersections with each other and with the upper and lower boundaries. Boundary lines shall also be the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

Section 2.4. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units is permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act. Subdivision of Units is not permitted.

## ARTICLE 3

### COMMON ELEMENTS

Section 3.1. Common and Limited Common Elements. The locations of the common elements to which each Unit has direct access are shown on the Plat and Plans; pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, window glass, doorstep, stoop, balcony, attics, porch and patio, doors and storm doors, if any, adjacent to a Unit is a limited common element appurtenant to that Unit. Each Unit has a limited element driveway and parking area which is a limited common element appurtenant to the designated Unit as indicated on the Plat and Plan. The limited common element driveway and parking space are designated on the plats and plans with the same unit number as the unit to which they are appurtenant. Main entranceways, deck stairs, bulkheads and decks are limited common elements to the Units which they serve. Limited common element yard areas are as indicated on the Plat and Plan. These limited common element yard areas are to be used for limited recreational purposes such as placement of a barbeque, swing set, sandbox and bird feeders. These limited common elements are also subject to travel easements so that access can be had to all common elements.

The common elements shall consist of all of the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, pipes, ducts, electrical wiring and conduits, public utility lines, boundary floors and ceilings (other than the interior finished surfaces thereof located within the Units), perimeter walls of Units (other than the interior finished surfaces thereof located within the Units); structural parts of the buildings, including structural columns, girders, beams and supports, easements for access and utilities and any other appurtenant easements, if any, trees, shrubbery and other landscaping, and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any schedule attached hereto. Each Unit Owner in any building shall have the right to use the common elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit owners and the members of the immediate family, guests and other authorized occupants, licensees, and visitors of the Unit Owner.

The use of the common elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Bylaws of the Association ("Bylaws") and Rules and Regulations of the Association ("Rules and Regulations"), as they may hereafter be amended from time to time.

Section 3.2. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

Section 3.3. Rental Operation. The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole

discretion of the Declarant. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

#### ARTICLE 4

#### DEVELOPMENT RIGHTS

NONE RESERVED.

#### ARTICLE 5

#### EASEMENTS

In addition to the easement for encroachments with respect to Units and common elements created by Section 1602-114 of the Condominium Act, the following easements are hereby created:

Section 5.1. Easement to Facilitate Sales and Construction. The Property shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant.

The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes, provided that Declarant shall be responsible for the cost of service so used, and to use the common elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and common elements. This easement shall continue until the Declarant has conveyed all Units which are or may be created hereunder to Unit Owners other than the Declarant. The Declarant further creates in favor of the Association, its members, its employees, contractors agents, their respective heirs and assigns, easements to cross and re-cross portions of the limited common element lawn areas to provide for access to and maintenance of the remaining common element lawn areas. Such access areas shall be the minimum width necessary to reasonably accomplish the purposes of the easement and shall be in such a location as it shall not unreasonably interfere with the use of the limited common element lawn area by the unit owner to which the limited common element is appurtenant or any permitted improvements thereto.

#### Section 5.2. Easement for Access and Support.

(a) The Declarant reserves in favor of the Declarant and the management agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 1603-107(a) of the Condominium Act. In case of emergency, such entry shall be immediate

whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period such entry shall be permitted to perform warranty-related work whether or not the Unit Owner consents or is present at the time. Declarant, its agents, officers, servants, and its successors and assigns, shall have the reasonable right of access to all common elements as long as it or they may own Units or shall have obligations or rights with respect to such common elements. The Association or its authorized representatives shall have the irrevocable right, to be exercised by the Manager or Board of Directors, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other Units.

(b) Each Unit and common element shall have an easement for lateral and subjacent support from every other Unit and common element.

Section 5.3. Easement to Facilitate Discharge of Declarant's Obligations. Pursuant to Section 1602-116 of the Condominium Act, Declarant shall have an easement through the common elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights.

Section 5.4. Declarant's Right to Grant Easements. The Declarant shall have the right, until all Units which may be created hereunder have been conveyed to Unit Owners other than Declarant, to grant and reserve easements and rights-of-way through, under, over and across the Land for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for all utilities, including, but not limited to, public or private water, sewer, drainage, gas (including the right to locate above and below ground tanks and pipes and appurtenances), electricity, telephone, cable television and other utilities to serve the Land and/or real estate adjacent to the Land.

## ARTICLE 6 AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Condominium Act and except in cases, where permitted, of amendments to this Declaration 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), Termination of Condominium, of the Condominium Act, and except in cases, if any, of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans, or under Section 1602-110, Exercise of Development Rights, of the Condominium Act, and subject to the other provisions of this Declaration and of the Condominium Act, this Declaration, and the Plat and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall in any manner which the



Declarant may deem appropriate have the right to amend and re-amend this Declaration.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided for service of notices and upon Eligible Mortgage Holders in the manner provided.

(2) Resolution. An amendment may be proposed by either the Board of Directors or by Unit Owners holding in the aggregate no less than twenty percent (20%) of the votes in the Association. No resolution of the Board of Directors adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the Bylaws by the affirmative vote of at least sixty-seven percent (67%) in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph E of this Article.

C. Agreement. In the alternative, an amendment may be made by an agreement signed by the record owners of the Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded in the York County Registry of Deeds.

D. Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Condominium Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted, without the unanimous consent of the Unit Owners. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant, or its successors or assigns shall join in the execution of such amendment.

E. Execution and Recording. A copy of each amendment adopted pursuant to the provisions of Paragraph B of this Article 6 shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Board of Directors as are designated for that purpose in the Bylaws. The amendment shall be effective when such certificate and copy of the amendment are recorded in the York County Registry of Deeds.

F. Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one (1) year after such amendment is recorded in the York County Registry of Deeds. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all known mortgage holders at the address last furnished to

the Board of Directors, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

## ARTICLE 7

### RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION; ASSESSMENTS; MAINTENANCE AND INSURANCE

Section 7.1. Use and Occupancy Restrictions on Units. The Declarant shall own in fee simple each Unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant. Each Unit 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 for the Unit Owner, his relatives, guests or tenants. No pet having a weight greater than 35 pounds shall be allowed to remain on the property.

Section 7.2. Interval Ownership Prohibited. No ownership interest in any Unit in the Condominium shall or may be subdivided to permit "time sharing" or other devices to effect interval ownership. For purposes of this paragraph, "devices" to effect interval ownership shall include but not be limited to ownership arrangements, including uses of corporations, trusts, partnerships or tenancies in common, in which four or more persons not members of a single household have acquired, by means other than will, descent, inheritance or operation of law, an ownership interest (directly or indirectly, equitable or legal) in the same Unit and such owners have a formal or informal right-to-use agreement.

Section 7.3. Leasing Restrictions. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six (6) months and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on written form of lease: (a) requiring the lessee to comply with the Condominium Instruments, Bylaws as applicable to the lessee and Rules and Regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that, in the event of such a default by the lessee in the performance of the lease, 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 lessor thereunder after thirty (30) days prior written notice to the Unit Owner. The Board of Directors may prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit, and thereafter no Unit Owner shall execute a lease of any Unit which lease is not in compliance with such resolution. Each Unit Owner shall, promptly within Seven (7) days following the execution of such a lease of a Unit, forward a conformed copy thereof to the Board of Directors. Said copy may, at the Lessor's discretion, have all rental and security deposit amounts deleted therefrom.

Section 7.4. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to his Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Manager or Board of Directors on behalf of the

Association or in a proper case by an aggrieved Unit Owner. No Unit Owner shall do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof, increase the rate of insurance thereof, or impair any easement, rights, appurtenances or other hereditament consisting of common elements, without the unanimous consent of all the other Unit Owners.

Section 7.5. Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, his proportionate share, as assessed by the Board of Directors, of the expenses of maintenance, repair, replacement, insurance, administration and operation of the common elements and of any reserves for operation, maintenance or replacement established by the Board of Directors. Such proportionate share shall be equivalent to the Common Expense Liability as set forth in Schedule B attached hereto except that common expenses which, in the judgment of the Board of Directors of the Association, benefit fewer than all of the Units may be assessed exclusively against the benefitted Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or the Rules and Regulations of the Association and shall be subject to annual review. In the event of the failure of a Unit owner to pay such assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Condominium Act. Such assessments shall be the personal obligation of the Unit Owner who owns the Unit at the time such assessments become due and shall not pass to successor Owners of the Unit unless such successor Owner agrees to assume the obligation. Assessments will begin as to all existing Units upon the first Unit sale by the Declarant. Nothing herein shall be construed, however, to release the Unit from the terms of any assessment lien, either choate or inchoate. No unit shall be assessable hereunder until sold, or, when built, when eligible for the issuance of a certificate of occupancy.

Section 7.6. Working Capital Fund. The Declarant shall establish a working capital fund for the Association equal to a minimum of two (2) months estimated Common Expense Liability for each Unit. Each Unit's share of the working capital fund shall be collected from the Unit purchaser upon the initial transfer of title from the Declarant to the purchaser and shall be transferred to the Association for deposit into a segregated working capital fund. The amount paid by the Unit purchaser shall not be considered as advance payment of the normal Common Expense Liability and no Unit Owner shall be entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. Upon transfer of control of the Association to the Unit Owners pursuant to Section 9.2 hereof, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. When any such unsold Unit is sold, the Declarant shall be entitled to reimbursement for the Unit's prepaid share. The working capital fund shall not be used for any purposes until after such transfer of control.

Section 7.7. Maintenance. Each Unit Owner shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repair and replacements as may be required for the functioning of or for the bringing of water, gas, sewer, electricity and all other utility services to the Unit, shall be furnished by the Association as part of the common expenses. The Association shall be responsible for the maintenance, repair and administration of the common elements but shall delegate this responsibility to the Unit Owners to the extent permitted by the Bylaws. The Owner shall be responsible for the maintenance of the Unit and limited common elements appurtenant thereto but, in the case of limited common elements, the Association undertake necessary repairs and may assess and collect

the costs of the same from the unit owner or owners entitled to use such limited common elements.

Maintenance, repairs and replacements of the refrigerators, stoves, and other kitchen appliances and indoor and outdoor lighting fixtures and other electrical or mechanical appliances, (including all heating, ventilation, hot water and air-conditioning systems which may be located inside or outside of, but adjacent to the unit) of any unit owner shall be at the expense of such unit owner. In the event a unit owner or owners shall not promptly effectuate such repairs and the failure to make the same shall present a safety issue or may result in damage to the common elements, the Association may make such repairs and assess and collect the costs of the same from the unit owner or owners who have failed to do the same.

If due to the intentional or 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, repairs or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

Each Unit Owner shall pay for his own telephone, sewer, water, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

Section 7.8. Insurance. The Association, through its Board of Directors, shall obtain and maintain such master policies of insurance for the Condominium as are required by the Bylaws.

Section 7.9. Covenants. The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, his heirs, successors or assigns shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Board of Directors.

## ARTICLE 8

### SPECIAL DECLARANT RIGHTS

Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium Instruments, and shall include without limitation the following rights: (a) to complete improvements indicated on the Plat and Plan filed with the Declaration; (b) to exercise any development rights; (c) to maintain sales offices, management offices, customer service offices, signs advertising the Condominium and models; (d) to use easements through the common elements for the purpose of making improvements within

the Condominium; and (e) to appoint or remove any officer of the Association or any member of the Board of Directors or to approve any acts of the Association or the Board of Directors during the period of Declarant control.

Except as otherwise provided herein, these special declarant rights may be exercised by the Declarant until such time as the Declarant has conveyed all Units which may be created hereunder to Unit Owners other than the Declarant.

## ARTICLE 9

### BOARD OF DIRECTORS

Section 9.1. Initial Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of Two (2) members. The members of the initial Board of Directors shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board of Directors shall be replaced with members elected by the Unit Owners, in accordance with the provisions of Section 9.2.

Section 9.2. Election by Unit Owners of Board of Directors. No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units (including Units which may be created pursuant to development rights reserved in Article 4 herein if such rights are reserved) to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Unit Owners shall elect a Board of Directors initially composed of two (2) persons each of whom shall be Unit Owners or spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, trust or estate, then a designated agent thereof. The Directors so elected shall serve until the first regular election of the Board of Directors held at the first annual meeting of the Association held in accordance with the Bylaws.

## ARTICLE 10

### NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act.

## ARTICLE 11

### EMINENT DOMAIN

#### Section 11.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for

any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the common elements, whether or not any common elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a common element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the common elements whether or not any common elements are acquired. Upon acquisition: (1) that Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the allocated interests, votes, and common expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced allocated interests.

Section 11.2. Acquisition of Common Elements. If part of the common elements are acquired by eminent domain, the portion of the award attributable to the common elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a limited common element must be equally divided among the owners of the Units to which that limited common element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to negotiate or settle with any entity seizing any of the common elements by eminent domain.

Section 11.3. Court Decree. The court decree shall be recorded in the York County Registry of Deeds.

Section 11.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any Unit, common element, or limited common element shall have a lien on any such awards in order of priority of their respective liens.

## ARTICLE 12

### MORTGAGES OF UNITS: RIGHTS OF ELIGIBLE MORTGAGE HOLDERS AND OTHER HOLDERS. INSURERS OR GUARANTORS OF MORTGAGES

Section 12.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Common Element Interest, Common Expense Liability and voting rights (the "Allocated Interests") appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the common elements or any part thereof except his own Unit and his own respective Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his mortgagee and shall file a conformed

copy of the note and mortgage with the Board.

Section 12.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Unit which accrue 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 (or assignment) in lieu of foreclosure.

Section 12.3. Notices to and Rights of Eligible Mortgage Holders. Pursuant to the requirements of Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders as hereinafter defined of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the Allocated Interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, Subsection (a) of the Condominium Act, for purposes other than the repair or restoration of the damaged property;
- (6) The adoption of any proposed budget by the Board of Directors under Section 1603-103, Subsection (c) of the Condominium Act, and of the date of the scheduled Unit Owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and
- (7) Any default in the performance or payment by a Unit owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense Liabilities.

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

given reasonably prior to the proposed action if sent at the time notice thereof is given to the Unit Owners.

In the event of any proposed actions described in Paragraphs (1), (2), (3), (4) or (5) above, an Eligible Mortgage Holder shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In the event of any default described in Paragraph (7) above, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Board of Directors meetings for the purpose of discussing the matters described in Paragraphs (1) to (6) above.

Section 12.4. Approval Rights of Eligible Mortgage Holders. Approval of amendments of a material nature to the Condominium Instruments or Bylaws must be obtained from Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

- (1) voting rights;
- (2) assessments, assessment liens or the priority of assessment liens;
- (3) reserves for maintenance, repair and replacement of Common Elements;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use, except pursuant to the exercise of development rights by the Declarant;
- (6) redefinition of any Unit boundaries, except pursuant to the exercise of development rights by the Declarant;
- (7) convertibility of Units into Common Elements or Common Elements into Units, except pursuant to the exercise of development rights by the Declarant;
- (8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except pursuant to the exercise of development rights by the Declarant;
- (9) insurance or fidelity bonds;
- (10) leasing of Units;



(11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Instruments or Bylaws shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested, to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 12.5. Rights of Mortgage Holders, Insurers or Guarantors. The Association shall send timely prior written notice of the following matters by prepaid United States mail to holders, insurers and guarantors of the mortgage on any Unit:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(2) any sixty (60) day delinquency in the payment of Common Expenses or other charges owed by the owner of any Unit on which it holds the mortgage;

(3) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number or address of the Unit on which it holds, insurer or guarantees the mortgage.

Section 12.6. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its

mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 12.7. Books and Records. The Association must have current copies of the Condominium Instruments, Bylaws and Rules of Regulations concerning the Condominium as well as its own books, records and financial statements available during normal business hours or under other reasonable circumstances for inspection by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium. In addition, when the Condominium consists of fifty (50) or more Units, the Association must provide an audited statement for the preceding fiscal year if any holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Condominium submits a written request for such a statement. Any mortgage holder has the right to have an audited statement prepared at its own expense when a project consists of fewer than fifty (50) Units.

Section 12.8. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the Bylaws or the Rules and Regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

### ARTICLE 13

#### TERMINATION

Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which eighty percent (80%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

### ARTICLE 14

#### MISCELLANEOUS

If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration,

the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

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

Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by 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.

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 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 Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, and including matters with respect to the maintenance, repair and replacement of the common elements, limited common elements or any other aspect of the operation of the condominium 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. 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 with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Joshua Waterhouse, its member duly authorized this \_\_\_\_ day of July, 2007.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF:

Wendy Kellman

J W GROUP, LLC

By: Joshua Waterhouse  
Joshua Waterhouse  
Its Member

STATE OF MAINE  
YORK, ss.

July 26, 2007

Personally appeared the above named Joshua Waterhouse, Member of J W GROUP, LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

Wendy Kellman  
Attorney-At-Law/Notary Public

Print Name: Wendy Kellman

**After Recording Return to:**

J W Group, LLC  
202 Ferry Road  
Saco, ME 04072

declaration/z/5042-002/revised/9/11/06/revised 7/23/07



SCHEDULE A TO  
DECLARATION OF CONDOMINIUM  
FOR  
SAWYER STREET CONDOMINIUM

A certain lot or parcel of land situated on the southeasterly side of Sawyer Street, so-called, in Saco, York County, Maine and being more particularly bounded and described as follows:

BEGINNING at a 5/8" iron rod with plastic cap marked "AUSTIN 2174" set in the ground on the said southeasterly side of Sawyer Street at land, now or formerly, of David J. Lawler, et al. as described in deed recorded in the York County Registry of Deeds in Book 14766, Page 312;

THENCE South 45° 16' 34" East, by said Lawler land a distance of 60 and 00/100ths feet to a 5/8" iron rod set in the ground with plastic cap marked "AUSTIN 2174";

THENCE North 68° 23' 40" East still by said Lawler land, a distance of 99 and 38/100ths feet to a 5/8" iron rod set in the ground with plastic cap marked "AUSTIN 2174" and the westerly sideline of North Street;

THENCE South 9° 46' 37" East by the westerly sideline of North Street, a distance of 51 and 00/100ths feet to a point and land, now or formerly, of Bradley C. Leach as described in deed recorded in the York County Registry of Deeds in Book 1581, Page 29;

THENCE South 67° 30' West by said Leach land, a distance of 166 and 57/100ths feet to a 5/8" iron rod set in the ground with plastic cap marked "D&C 239";

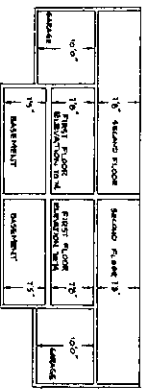
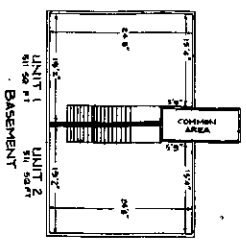
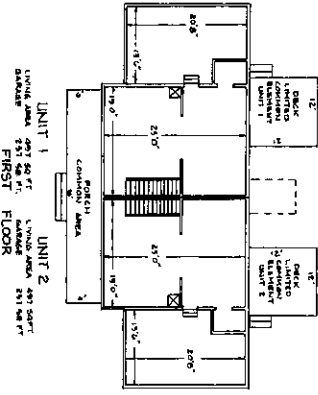
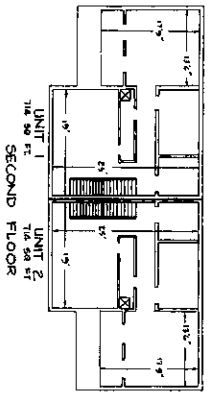
THENCE North 61° 47' 52" West by land now or formerly of Jerome P. Olanovich as described in deed recorded in York Registry of Deeds in Book 12385, Page 310 to a 5/8" iron rod set in the ground with plastic cap marked "D&C 239"; and the southeasterly sideline of said Sawyer Street;

THENCE North 44° 43' 26" East by the southeasterly sideline of said Sawyer Street, a distance of 115 and 00/100ths feet to the 5/8" iron rod set in the ground which marks the point of beginning.

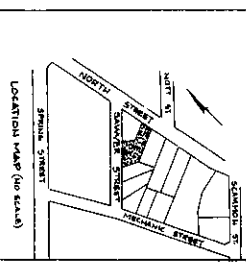
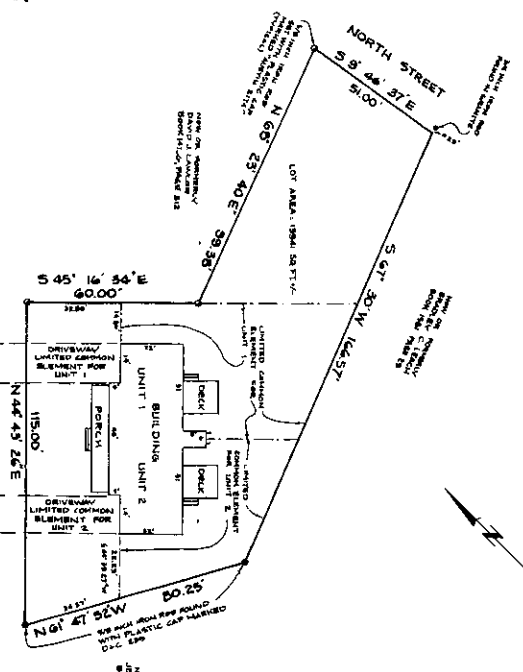
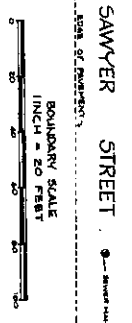
The above bearings refer to magnetic for the year 1846.

SCHEDULE B  
COMMON ELEMENT INTEREST

<u>UNIT NO.</u>	<u>COMMON EXPENSE LIABILITY</u>	<u>VOTE</u>
1	50.00%	1
2	50.00%	1



- NOTES:
1. DEED REFERENCE: BISHOP, J. PERKINS AND ELAINE S. PERKINS TO J.W. GROUP, LLC, DATED APRIL 5, 2006. REFERENCE TO THE PLAT AND UNIT RESERVATION OF DEEDS IN BOOK 14081 PAGE 554.
  2. PLAT REFERENCE PLAN SHOWING A STANDARD BOUNDARY SURVEY AND LOT DIVISION MADE FOR BISHOP, J. PERKINS AND ELAINE S. PERKINS DATED JUNE 1, 2005 BY AUSTIN LAND SURVEYING, LLC.
  3. BEARING'S REFER TO MAGNETIC FOR THE YEAR 1844.
  4. FIRST FLOOR ELEVATION IS BASED ON A SEWER MANHOLE RIM ELEVATION. THE MANHOLE IS LOCATED AT THE INTERSECTION OF SAWYER AND MECHANIC STREETS. RIM ELEVATION IS 64.02 FEET. RIM ELEVATION WAS SUPPLIED BY THE SAZO ENGINEERS.



# EXHIBIT C

## END OF DOCUMENT

PLAT SHOWING SAWYER STREET CONDOMINIUM LOCATED ON SAWYER STREET SACO, MAINE AUGUST 1, 2006 SCALE: AS NOTED SURVEYED BY: AUSTIN LAND SURVEYING, LLC 02 ELDERBERRY LANE NEW BUDEN, MAINE 04060 207-582-2959

PROJECT OWNER: J.W. GROUP, LLC 202 FERRY ROAD SACO, MAINE 04072

DATE: 08/01/2006

STATE OF MAINE PROFESSIONAL LAND SURVEYOR 5174