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**DECLARATION OF CONDOMINIUM**  
**SPRINGBROOK HILL, A CONDOMINIUM**

**BELFAST, MAINE**

**August 16, 2006**

**Notes:** This is an abridged version of the Declaration of Condominium, Version 2.0, 4/3/18.

Including:     Original Declaration of Condominium: 8/16/2006  
                  1<sup>st</sup> Amendment to the Declaration: 4/12/2017  
                  2<sup>nd</sup> Amendment to the Declaration: 3/30/2018

*This document is not an official document – it may contain typographical errors.*

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**DECLARATION OF CONDOMINIUM**  
**SPRINGBROOK HILL, A CONDOMINIUM**  
**BELFAST, MAINE**

**THIS DECLARATION** is made as of this 16<sup>th</sup> day of August, 2006, by **SPRINGBROOK HILL, LLC**, a Maine limited liability company with a place of business at 2110 Maryland Avenue, Baltimore, Maryland 21218-5612 (hereinafter "Declarant"), as the owner in fee simple of the Real Estate hereinafter described.

**ARTICLE 1**  
**SUBMISSION**

**Section 1.1. Property.** Declarant, the owner in fee simple of the real estate described in **Exhibit A** attached hereto and made a part hereof (the "Real Estate") situated in the City of Belfast, County of Waldo and State of Maine, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as the same may be amended from time to time, known as the Maine Condominium Act (the "Act"). The maximum number of Units shall be fifty-six (56). This Declaration creates forty-six (46) Units.

**Section 1.2. Name and Address of Condominium.** The name and address of the Condominium is:

Springbrook Hill, A  
Condominium Crocker  
Road Belfast, Maine  
04915

**ARTICLE 2**  
**DEFINITIONS**

**Section 2.1. Terms Defined in the Act.** Capitalized terms defined in the Act and not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

**Section 2.2. Terms Specifically Defined in this Declaration.** In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and the Plats and Plans:

"Association" means the Unit Owners Association of the Condominium, which is known as the "Springbrook Hill Owners Association."

"Building" means the residential buildings situated on the Real Estate, related structures and all other buildings and improvements now or hereafter constructed on the Real Estate with the exception of the "Club House". The term "Building" shall mean and include the singular or plural number.

"Building Exterior Maintenance" means the maintenance, repair and replacement of Buildings, including without limitation, painting, exterior finish materials, exterior surfaces, roof and all structural elements and all other Common Elements of such Building.

"Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Act, as such document may be amended from time to time.

"Club House" means the Club House shown on the Plats.

"Common Elements" (or, in the singular, a "Common Element") means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements and generally consist of all portions of the Condominium other than Units. Common Elements shall include, without limitation, the Shared Stormwater Management System and all erosion controls, the Sewer Lines, the roads shown on the Plat, common parking areas shown on the Plats, the Club House, the playground, the volleyball court, the tennis court and the basketball court as shown on the Plats. Unless otherwise expressly stated herein, references to Common Elements shall include, but not be limited to, Limited Common Elements.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Condominium" means the Condominium described in Section 1.1. above. "Condominium Documents" includes the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

"Declarant" means Springbrook Hill, LLC, or any successor or assign that becomes a "Successor Declarant" in accordance with the provisions of the Act. References to "Declarant" at any given point in time shall mean the Declarant as reflected in the Waldo County Registry of Deeds as of at point in time.

"Declaration" means this document, as the same may be amended from time to time.

"Duplex Units" means the duplex units shown on the Plats and Plans and designated Units D1 through D10.

"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.

"Executive Board" means the Executive Board of the Association.

"Garden Apartment Units" means the garden apartment units shown on the Plats and Plans and designated as Units G1 through G24.

"General Common Elements" means those Common Elements that are not Limited Common Elements.

"Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Article 9 hereof.

"Insurance Trustee" means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

"Limited Common Elements" (or, in the singular, a "Limited Common Element") means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements and the use and enjoyment of which is limited to less than all of the Units.

"Limited Common Expense" means Common Expenses of the Association associated with the maintenance, repair or replacement of the Limited Common Elements or the Units as determined by the Executive Board.

"Monthly Assessment" means the Unit Owner's share of the anticipated Common Expenses, allocated by Unit, for each month of the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

"Mortgagee" means the holder of any recorded first mortgage encumbering one or more of the Units.

"Owner" has the same meaning as "Unit Owner" as provided in the Act.

"Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.

"Project Permits" means (i) the Subdivision Approval of the City of Belfast dated September 12, 2001 as evidenced by a Subdivision Plan prepared by Coffin Engineering & Surveying, LLC dated September 13, 2000 and recorded in the Waldo County Registry of Deeds in Plan Book 18, Page 192 and as evidenced by a Conditions of Approval Sheet prepared by Coffin Engineering & Surveying, LLC dated July 28, 2001 and recorded in the Waldo County Registry of Deeds in Plan Book 18, Page 193, as amended by "Amended

Subdivision Plan, Springbrook Hill, LLC, Belfast Condominiums, Belfast, Maine" prepared by Gartley & Dorsky Engineering & Surveying, dated July 14, 2006 and recorded in the Waldo County Registry of Deeds in Plan Book 20, Sheet 129, as the same may be amended from time to time; (ii) the Maine Department of Environmental Protection Site Location of Development Act and Natural Resource Protection Act Amendment Order #L-13017-26-H-A/L-19017-31-I-N, dated November 3, 2000, issued to Bracebridge Corporation, and transferred to Springbrook Hill, LLC by Transfer Order #L-19017-26-L-T on November 16, 2005; and (iii) Department of the Army Permit No. 200002460, issued October 19, 2000 to Bracebridge Corporation, and transferred to Springbrook Hill, LLC by notice letter dated December 20, 2005, and acknowledged by the Department of the Army on January 20, 2006.

"Property" means the Property described in Section 1.1. above.

"Plats and Plans" means the Plats and Plans for the Condominium recorded in Waldo County Registry of Deeds, as the same may be amended from time to time, reduced copies of which are attached hereto and incorporated herein as **Exhibit D**.

"Record" means to record in the Waldo County Registry of Deeds.

"Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

"Sewer Lines" means the private sewer system located on the Property for the purpose of conveying sewerage from the Buildings and the Club House to the municipal sewer system maintained by the City of Belfast, comprised of piping, manholes, tanks, pump stations and related apparatus and equipment.

"Shared Stormwater Management System" means the stormwater handling system situated on the Property, comprised of piping for collection of stormwater, manholes, tanks, pump stations, distribution boxes, detention ponds and related apparatus and equipment.

"Special Assessment" means a Unit Owner's share of any assessment made by the Executive Board in addition to the Monthly Assessment.

"Townhouse Units" means the townhouse units shown on the Plats and Plants and designated at Units T-1 through T-12.

"Transition Election" means the election of the members of the Executive Board at the Transition Meeting.

"Transition Meeting" means the meeting of the Association to be held pursuant to Section 12.1(b) of this Declaration at which the Declarant-appointed members of the Executive Board resign and members are elected by Unit Owners.

"Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Article 3, and includes Duplex Units, Garden Apartment Units and Townhouse Units.

**Section 2.3. Provisions of the Act.** The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

### **ARTICLE 3**

#### **UNIT BOUNDARIES AND MAINTENANCE RESPONSIBILITIES**

##### **Section 3.1. Unit Boundaries.**

(a) Each unit consists of a separate residential dwelling located within a Building structure. The boundary lines of each Unit are as shown on the Plats and Plans and are more particularly described as being formed by the following planes:

(i) The interior surface of the exterior walls of the Building forming a part of the Unit, the Unit to include the thickness of any finish material such as plaster or drywall;

(ii) The centerline of any interior walls or partitions of the Building forming a part of the Unit which separate such Unit from adjoining Units to its intersection with the upper and lower horizontal boundaries of the Unit;

(iii) The interior surface of the structural roof of the Building forming a part of the Unit;

(iv) The interior surface of the structural foundation of the Building forming a part of the Unit;

(v) The interior surface of the sash of windows which are set in the exterior walls of such Unit, the interior surface of the panes of such windows and the interior surface of window sills, moldings, trim, jambs and mullions for such windows; and

(vi) The interior surface of doors used for ingress to and egress from the Unit, and their sills and hardware, and the exterior surface of the door frames in which such doors are set.

(b) Each Unit consists of all portions of the Building within the aforesaid boundary lines excluding structural members and load bearing partitions, and shall not include ducts, wires, conduits and pipe runs which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space enclosed by such boundary lines; (2) all Building walls and partitions which are contained within such boundary lines including, without limitation, all doors, door frames, hardware, windows,

electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit; (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (4) lighting devices (including, without limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit; (5) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (6) all items of kitchen equipment located within such boundary lines and serving only such Unit, and such equipments water, waste and electrical connections (7) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power, or transmitting impulses, signals or intelligence (including, without limitation, impulses and signals for computer, telecommunications, and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit, other; (8) surface mounted and recessed cabinets including, without limitation, all associated lighting fixtures and accessories; and (9) refrigerators and other appliances and the portions of their water, waste, electrical and exhaust connections located within such boundary lines and serving only such Unit.

(c) Each Unit's identifying number is shown on the Plats and Plans.

**Section 3.2. Relocation of Unit Boundaries.** Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board and provided that the Owners of the affected Units first obtain all necessary governmental approvals, permits and licenses. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment.

### **Section 3.3. Maintenance Responsibilities.**

(a) **Maintenance Chart.** Attached hereto as **Exhibit C** is a Maintenance Chart that designates the responsibility for maintenance of various parts of the Condominium. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act and **Exhibit C**. In the event of any inconsistency between the Maintenance Chart and the provisions of Section 1603-107 of the Act, or any inconsistency between the Maintenance Chart and the provisions of this Section 3.3 or any subsection hereof, the Maintenance Chart shall control. Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Owner's failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibility within such time frames as may be established by the Executive Board and in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

(b) **Maintenance of Common Elements.** Unless necessitated by the negligence, misuse or neglect of a Unit Owner, as determined by the Executive Board, the Association shall be responsible for Building Exterior Maintenance and for the maintenance, repair and replacement of all the Common Elements, including Limited Common Elements, whether located inside or outside of the Units, and including utility charges related to the Common Elements, including, without limitation, utility charges related to the operation of the Club House. The cost of maintaining, repairing and replacing any Common Elements shall be charged to the Unit owners as a Common Expense, or, if fewer than all of the Units are benefited, then at the discretion of the Executive Board, as Limited Common Expenses. All such maintenance, repair and replacement shall be carried out on a regular basis in compliance with the terms and conditions of State and local land use and environmental approvals for the Condominium, including but not limited to the Project Permits, and any approved maintenance plans for common facilities within the Condominium. The Association shall be responsible for the maintenance of the Shared Stormwater Management System and the Sewer Lines. The cost of such operation and management shall be a Common Expense. All roads and driveways and all lighting systems in the Common Elements, shall be Common Elements and shall be operated and maintained by the Association. Nothing shall be done on the Common Elements which may impair the structural integrity of any Building or that may structurally change any Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

(c) **Maintenance of Unit.** Each Owner shall keep and maintain such Owner's 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 nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit; provided, however, that the Association shall repair or replace damaged or broken windows. The cost of repair or replacement of damaged or broken windows shall be assessed as a Limited Common Expense to the owners of the Units containing the windows. The Unit Owner shall maintain the exterior and interior surface of windows in the Unit, including periodic washing. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. Nothing shall be done in any Unit which may impair the structural integrity of any Building or that may structurally change any Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

(d) *--Reserved--*



(e) **Liability of Owner.** Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, the expense of maintenance, repair or replacement of any damage to the Common Elements including Limited Common Elements or of another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guests, invitees, licensees, employees, agents, lessees, or their pets, which the Association shall have the right to cure, correct, maintain, repair or replace. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

#### **ARTICLE 4**

### **DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

**Section 4.1. Description of Common Elements.** Common Elements shall mean that portion of the Property that is not a Unit and those portions of the Property identified and designated as Common Elements in this Declaration or in the Plats and Plans. Without limiting the foregoing, Common Elements shall include all roadways within the Property unless the Association or the Declarant petitions the City of Belfast to accept such roads as public ways and such City accepts the same.

**Section 4.2. Description of Limited Common Elements.** Limited Common Elements shall mean those portions of the Common Elements of the Property identified and designated as Limited Common Elements on the Plats and Plans or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Elements, as the case may be, are Limited Common Elements allocated only to the Unit which they serve.

**Section 4.3. Specified Limited Common Elements.** Limited Common Elements shall include the following designated portions of a Building and the Property: walkways adjacent to each Unit as designated on the Plats and Plans; in any Building containing more than one Unit, any portion of the electrical, heating, plumbing or other Building systems or fixtures that serve more than one Unit. The areas immediately behind the Duplex Units and Townhouse Units and Garden Apartment Units G3, G9, G15 and G21, and labeled as "LCE" as shown on the Plats shall be Limited Common Elements for the sole use by, and benefit of, the respective Unit. Such Unit Owner shall be permitted to fence in said area, at the Unit's Owner's expense, provided the plans for such fence and the installer shall be approved in advance by the Declarant, and following the end of the Declarant Control Period, by the Association, such approval not being unreasonably withheld. All maintenance within such Limited Common Elements, including the maintenance of the fence, if any, shall be the sole responsibility and sole cost of the Unit Owner benefited by such LCE.

**Section 4.4. Locations of Common Elements.** The locations of the Limited Common Elements located outside of any Building are shown on the Plats and Plans. Any

area of the Property not shown on the Plats and Plans or described in this Declaration as a Unit, a Limited Common Element is a Common Element.

**Section 4.5. Reserved Common Elements.** The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Unit owners and to establish a reasonable charge to such Unit owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

**Section 4.6. Roads.** The roads depicted on the Plats shall be General Common Elements. The foregoing notwithstanding, the Declarant and the Association shall have the right, but not the obligation, at its sole discretion, to petition the City of Belfast to accept the roads as public ways. The decision to accept the roads is within the sole discretion of the City of Belfast, and the Declarant makes no representations or warranties that any of the roads will be accepted.

## **ARTICLE 5 ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS**

**Section 5.1. Percentage Interests.** Attached as **Exhibit B** hereto is a list of all Units by their identifying number, square footage and Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is determined on the basis of each Unit having an approximately equal share determined by the total number of Units as may be created from time to time.

**Section 5.2. Common Expenses.** The liability of each Unit for Common Expenses shall be the same percentage share as the Percentage Interest set forth on **Exhibit B**.

**Section 5.3. Allocation of Unit Owners' Voting Rights.** Each Unit shall be entitled to one vote.

**Section 5.4 Casting of Votes.** The votes in the Association allocated to a Unit can only be cast as a unit and cannot be split. If a Unit is owned of record by one person, that Unit Owner's right to vote shall be established by the record title to the Unit. If ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote allocated to that Unit shall be as set forth in the Bylaws.

## **ARTICLE 6 EASEMENTS**

**Section 6.1. Additional Easements.** In addition to the easements provided for by the Act, the following easements are hereby created.

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Act. The Declarant reserves the right to use any Units owned or leased by the Declarant and the Club House as models, management offices, sales offices for this and other projects or customer services of offices; and 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. The Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on Common Element parking areas for models, sales, management, customer services and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies, security companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 6.1(b) shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall have the right and power to dedicate, convey title to the same to any private or public utility company. The Executive Board, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board, or the Declarant, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, shall have the right to grant permits, licenses and easements over the Common Elements for purposes necessary for the proper operation of the Condominium.

(c) The Declarant reserves, until such time as the Declarant has conveyed all of the Units to Unit purchasers other than the Declarant, an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of

maintaining and for correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade and soil, or to take any other action reasonably determined to be necessary to maintain reasonable standards of health, safety and appearance. The Declarant or the Association, as the case may be, shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Unit owners and their invitees, employees, tenants, licensees and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit owners or the occupants of Units, or both, including, without limitation, any recreational facilities, machinery and equipment rooms, and any management agent's office, provided, however, that every Unit Owner shall have an unrestricted right of ingress and egress to his Unit.

(e) The Common Elements shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements. All such inspection, upkeep, maintenance, repair and replacement of the Common Elements shall be carried out in compliance with the terms of local and State land use and environmental approvals for the Condominium, including but not limited to the Project Permits.

(f) The Common Elements shall be and hereby are made subject to the following easements in favor of the Units benefited:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(ii) For the installation, repair, maintenance, use removal and for replacement or overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements, does not impair or structurally weaken the Building, and does not hinder or impair the fire rating or fire protection capacity of any fire protection system;

(g) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(h) The Units and the Limited Common Elements are hereby made subject to the following easements:

(i) In favor of the Association and its agents, employees and independent connectors, (A) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible, (B) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (C) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and (D) for any of the purposes set forth in Section 6.1(i) and Section 6.1(j) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall comply with the terms and conditions of local and State land use and environmental approvals for the Condominium, including but not limited to the Project Permits, and shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 6.1(h)(i) and the following Section 6.1(h)(ii) or both;

(ii) In favor of the Unit Owner benefited thereby, the Declarant and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(i) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(j) The Units and the Common Elements are benefited by and subject to certain easements, rights and restrictions as described on **Exhibit A**, if any.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including, without limitation, the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating any such easement, right or restriction) shall continue in full force and effect until the termination of this Declaration.

**Section 6.2 Declarant's Reservation of Easement Rights.** The Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property or is otherwise beneficial to the Property, including the contribution of maintenance costs. The foregoing notwithstanding, the Declarant shall have no right to grant any license or easement to use the roads within the Condominium to anyone who is not an Owner of a Unit.

## **ARTICLE 7 RESTRICTIONS ON USE, SUBDIVISION AND TRANSFER OR LEASE OF UNITS**

**Section 7.1. Use.** The following restrictions shall apply to the use of the Condominium:

(a) **Use of Units.** Except as permitted by Article 15 of this Declaration, all Units shall be used for single-family residential purposes exclusively and no business or business activity shall be carried on within any Unit at any time except with the written approval of the Executive Board. The foregoing notwithstanding, a home office shall be permitted in a Unit; provided that, unless the Executive Board otherwise permits, no signage shall be erected evidencing such home office or activities conducted thereon and such home office shall be used only by the residents of the Unit. Leasing of a Unit for residential use shall not be considered a business or business activity. The driveways, walkways, patios or decks appurtenant to a Unit, shall be for the exclusive use of the Owner of the Unit served by the driveway, his or her family, guests, tenants or invitees. The walkways in front of and beside any Unit and entrance ways to the Unit shall not be obstructed or used for any purpose other than ingress and egress.

(b) **Fences and Improvements.** No fences, hedges, walls or any improvements or structures of any type shall be erected or maintained upon the Common Elements, Limited Common Elements or on the exterior of a Unit except as approved by the Executive Board or its designated representative. Movable or decorative items, including, but not limited to, playground equipment, portable swimming pools, hot tubs, firewood, or bicycles, shall not be placed or maintained upon the Common Elements, without the prior written consent of the Executive Board or its designated representative.

(c) *--Reserved--*

(d) **Signs.** No sign or flag of any kind shall be erected by any Owner on the Property without the written consent of the Executive Board or its designated representative, except as permitted by applicable laws. The display may be subject to any reasonable restriction pertaining to the time, place or manner of displaying the sign or flag necessary to protect a substantial interest of the condominium, set out in the Rules & Regulations.

(e) **Parking and Traffic.** There shall be no parking of any vehicle on any part of the Common Areas except driveway turn-around areas (that is, single parking spaces off driveways), garages, the area immediately in front of garages, and for Garden Units, the common parking area shown on the Plats. Parking is prohibited on or adjacent to Springbrook Drive and on or adjacent to entrance driveways serving two or more Units, except as listed above or as designated by the Executive Board. The Executive Board or its managing agent may grant temporary exemptions allowing parking immediately adjacent to driveways for good cause shown. Unsightly, unregistered or inoperable vehicles shall not be left in the parking areas or any other portions of the Property, other than in a closed garage which is a part of a Unit, for more than 48 hours. Any freezing of water pipes caused, in the sole opinion of the Executive Board, by open garage doors, shall be repaired and paid for at the expense of the Unit Owner. Parked vehicles shall not interfere with snow removal operations. The Association may remove vehicles parked in unauthorized places, without notice and at the expense of the Unit Owner, to facilitate snow removal. The Executive Board shall have the authority to limit or prohibit boats, boat trailers, snowmobile trailers, campers, commercial trucks or vans, motorcycles or recreational vehicles on the Property, and to otherwise limit the type, size and number of vehicles associated with a Unit, to assign parking spaces in the Garden Units to disabled individuals, to set the maximum and minimum speeds of vehicles within the Property, to restrict the maximum noise levels of vehicles on the Property and to impose other traffic and parking regulations by Rule.

(f) **Animals and Pets.** No animals other than common household pets, such as dogs and cats, are allowed on the Property. Exotic, dangerous, or wild animals are prohibited. The Executive Board may limit the number of pets in a Unit. The Executive Board has the sole discretionary authority to determine what are “common household pets.” Unit Owners shall be liable to the Association for any damage on or to the Common Elements caused by their pet and pets of visitors, lessees or tenants. No dog shall be permitted on the Common Elements unless the dog is on a leash or otherwise under active, direct control of a responsible adult. Any Owner who wishes to allow a dog on the Common Elements without a leash shall first obtain approval from the Board, evidenced by a written waiver from the Board. No dog shall be permitted on any Limited Common Elements, other than the Limited Common Element appurtenant to the Unit in which the dog lives. No dog shall be left unattended on the Common Elements, even if leashed or tied. The Executive Board may order removal from the Property of pets determined by the Board not to be properly controlled or restrained, which cause unreasonable annoyance to other owners, or which are otherwise unreasonably loud, smelly, aggressive or threatening of other pets. Owners shall be responsible for immediate clean up and removal of any excrement deposited anywhere on the Common Elements by their pets. The Executive Board shall make exceptions to the requirements of this subsection as required by federal and state fair housing acts and human rights laws and may make exceptions in other cases, on a case by case basis.

(g) **Rubbish, Trash and Garbage.** Owners shall cause all rubbish, trash and garbage to be regularly removed from the Units and shall not allow it to accumulate therein. There shall be no burning of trash on any Unit or in any part of the Common Elements. The Executive Board, by Rule, shall determine all other details of trash treatment and removal, including where, when and how trash is stored and how and when it is removed, who

removes it, the need for trash removal services provided by the Association and other details the Board deems necessary, including enforcement of the Rule.

(h) **Antennas.** No exterior television or radio antennas, or satellite dish of any kind shall be placed, allowed or maintained upon any portion of the Property except to the extent permitted by federal law, without the prior written consent of the Executive Board or its designated representative. To the extent permitted by applicable law, the Association may require any such antennas or dishes to be shielded from view from the street and may require buffering and landscaping so as to minimize the visual impact.

(i) **Nuisance.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his Unit. No substance, thing, or material may be kept or used upon a Unit in a manner that will cause any noise, light or other condition that disturbs the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

(j) **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including without limitation, the assembly, disassembly, restoration, or repair of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Each Owner shall keep Unit in a good state of cleanliness and shall not sweep or throw or permit to be swept or thrown from any Unit, or from the doors or windows thereof, any dirt or other substance. No article shall be hung or shaken from the doors or windows of any Unit.

(k) **Mortgage of Lot or Unit.** An Owner who mortgages his Unit shall notify the Board of Directors of the name and address of the holder of the mortgage and shall, upon request, file a conformed copy of the mortgage with the Board of Directors.

(l) **Maintenance of Wetland Buffers and Vegetation.** Owners are prohibited from cutting any trees, or cutting any vegetation and shall be prohibited from disturbing any wetland or wetland buffer areas on the Property. Owners may request that the Association trim or remove any diseased or fallen trees within wetland buffer areas or elsewhere on the Property, to the extent necessary to prevent hazards to property, health or safety. The Association may trim or remove diseased and fallen trees in the wetland buffer areas, but any action taken by the Association must comply with local and State land use and environmental approvals for the Condominium, including but not limited to the Project Permits. The Association may allocate the costs of such activity as a Limited Common Expense or among all of the Units equally, as appropriate.

(m) **Compliance with Governmental Approvals.** By acceptance of a deed to a condominium Unit, each Owner acknowledges and agrees that such Unit is subject to the terms and conditions of the Project Permits, and agrees to comply with such terms and conditions. Each Unit Owner shall be supplied by the Association or the Declarant with copies of these approvals upon purchase of its Unit.



(n) **Driveways.** Notwithstanding the designation as General Common Elements, the use of a driveway shall be limited to the Owner(s) of the Unit(s) served by such driveway and such Owner's guests and invitees, which use may be clarified in the rules and Regulations adopted by the Executive Board, as provided below.

(o) **Rules and Regulations.** The Executive Board may from time to time promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, including rules governing use of the driveways and parking areas. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(p) **Risk.** All persons engaging in recreational activities on the Property, including, without limitation, the Club House, tennis court, basketball court, volleyball court and playground, do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such activities. No Unit Owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such activities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of such recreational activities.

(p) **Frozen Pipes and Winter Weather.** The Executive Board shall have the power to enact rules and regulations pertaining to winter weather and the prevention of frozen pipes.

(r) **Harassment.** Homeowners and other residents have a right to peace and quiet, and an environment free from bullying and harassment. Harassment defined: words, gestures or actions that tend to annoy, alarm, harass or abuse another person. Members or other residents shall not engage in any abusive, threatening or harassing behavior, either verbal or physical, telephonic, electronic, written or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at Management, its agents, the Executive Board, employees, or vendors.

## **Section 7.2. Lease of Units.**

(a) **Leasing.** Owners of Units may lease or give a license for use of their Units at any time and from time to time. All leases and licenses shall be in writing. The Executive Board, by Rule, shall determine what, if any, restrictions may be placed on the frequencies and lengths of such leases or licenses. Each tenant, lease, licensee and license shall be subject to and be bound by all the covenants, restrictions and conditions set forth in the Condominium Documents, and the written Agreement evidencing the same shall so state. The Association may require and provide an addendum to all lease, which may include a signed waiver of liability form provided by the Executive Board, indemnifying the Association for injuries and damage incurred as a result of the use of the Property and a signed acknowledgement of receipt of applicable covenants and Rules & Restrictions. Each

Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements. The Executive Board may require copies of leases and licenses be provided to the Association promptly upon execution. The Executive Board may impose an administrative fee to cover the cost of examination and handling of such copies.

(b) This Section 7.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

## **ARTICLE 8 RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS**

**Section 8.1. Subject to Declaration.** Whether or not they expressly so state, any mortgage which encumbers a Unit and any obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

### **Section 8.2. Rights of Eligible Mortgage Holders.**

(a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

(i) The termination of the Condominium pursuant to Section 1602-118 of the Act;

(ii) A change in the allocated interest or the boundaries of a Unit or a subdivision of a Unit;

(iii) The merger or consolidation of the Condominium with another condominium;

(iv) The conveyance or subjection to a security interest of any portion of the Common Elements;

(v) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Act for purposes other than the repair or restoration of the damaged property;

(vi) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Unit owners meeting to consider ratification thereof (a summary of the proposed budget shall accompany notice of this proposed action);

(vii) Any default in the performance or payment by a Unit Owner of any obligation under the Declaration, including, without limitation, default in the payment of common expense liabilities;

(viii) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgage; and

(ix) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(b) Any such notice required to be given by Section 8.2(a) above shall be deemed to have been given reasonably prior to the proposed actions set forth in Section 8.2(a) above or in Section 1602-119, subparagraph (b) of the Act, if such notice is mailed to the Eligible Mortgage Holders at the time notice of such proposed action is given to the Unit owners. An Eligible Mortgage Holder shall be deemed to have approved and consented to such proposed action if such Eligible Mortgage Holder does not respond to the Association's notice within thirty (30) days after the mailing of such notice or before such proposed action is taken, whichever is earlier.

(c) In the event of any proposed actions described in subsection (a), paragraphs (i), (ii), (iii), (iv), or (v) herein 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 subsection (a), paragraph (vii), the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

(d) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (i) through (vi).

**Section 8.3. Liability for Use and Charges.** Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage, foreclosure of such mortgage or a deed in lieu of foreclosure, shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit owners being reassessed for the aggregate amount of such deficiency.

**Section 8.4. 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 awards for loss to or a taking of one or more Units and/or Common Elements.

**Section 8.5. Books and Records.** Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine file books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

## **ARTICLE 9 INSURANCE**

**Section 9.1. Types and Amounts.** The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2. hereof. The insurance maintained by the Association shall be a "master" or "blanket" type of insurance policy which shall cover the Property, including, without limitation, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Units or the value thereof, and fixtures, building service machinery and equipment and common equipment and supplies owned by the Association, but excluding any improvements or appliances added by a Unit Owner to its Unit after the date of the first conveyance of the Unit by the Declarant and excluding all other personal property of the Unit Owner. The amount of any such hazard insurance obtained pursuant to this Section 9.1 (a) shall be equal to one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Executive Board; provided, however, that the maximum deductible amount shall not exceed the lesser of \$10,000 or 1% of the policy face amount, and shall be further limited so as to avoid the effect of any co-insurance provisions on the applicable policies. Funds to cover any such deductible amounts shall be included in the Associations operating reserve. The proceeds of such policy shall be payable to the Insurance Trustee, if any, otherwise to the Association for the benefit of the Unit owners and the holders of mortgages secured by the Units, as their respective interests may appear. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the Mortgagees, if any, modified to make the loss payable provisions in favor of the Mortgagees subject and subordinate to the loss payable provisions in favor of the Association if there is no Insurance Trustee, or if there is an Insurance Trustee, to the Insurance Trustee under the

Insurance Trust Agreement. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this subsection (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive commercial general liability insurance, including medical payments insurance, complying with the requirements of Section 9.2 hereof, insuring the Unit owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from law suits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, elevator liability, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of coverage of such liability insurance shall be not less than one million dollars (\$1,000,000) in respect to bodily injury or death to any one person in any one occurrence, not less than three million dollars (\$3,000,000) in respect to bodily injury or death to more than one person in any one accident, and not less than two hundred fifty thousand dollars (\$250,000) for property damage, or, in the alternative, a combined single limit of not less than three million dollars (\$3,000,000). Such policy or policies may provide for a deductible not in excess of one thousand dollars (\$1,000) irrespective of the number of persons, parties or entities involved. Funds to cover any such deductible or amount shall be included in the Association's operating reserve. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof.

(c) Such workers' compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Unit owners set out in Section 10.2 hereof, if and to the extent available, including, without limitation, insurance coverage commonly referred to as "Directors and officers Insurance."

(e) Adequate blanket fidelity bond coverage naming the Association as obligee to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association, and all others who handle, or are responsible for handling, funds held or administered by the Association including the managing agent. Such fidelity bond shall: (i) name the Association as an obligee; (ii) be written in an amount not less than the greater of (a) the maximum funds that will be in the custody of the Association or its management agent at any time during the term of the bond, or (b) a sum equal to three months assessments on all Units plus reserve funds; and (iii) contain waivers of any defense based

upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(f) If any part of the Condominium is in a special flood hazard area, a "master" or "blanket" policy of flood insurance. The amount of such insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of the Condominium or the maximum coverage available under the appropriate National Flood Insurance program. Such insurance shall cover Common Elements and shall equal one hundred percent (100%) of the insurable value of the Building, including machinery and equipment that are part of the Building. The contents coverage must include one hundred percent (100%) of the insurable value of all contents, including any machinery and equipment that are not part of the Building but which are owned in common by the Association members. If the required coverage exceeds the maximum coverage available under the National Flood Insurance Administration's programs, coverage equal to the maximum amount that is available under such programs shall be acceptable.

**Section 9.2. Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall specify the named insured as the authorized representative of the Association, including its Insurance Trustee, or the following: "Springbrook Hill Owners Association, for the use and benefit of the individual owners," and shall name each Unit Owner as an additional insured.

(b) All policies shall be written with a company authorized to do business in the State of Maine and, with respect to the hazard insurance policy described in Section 9.1.(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, if available at reasonable rates, as determined by the Association in its absolute discretion or, should Best's Insurance Reports cease to be issued, by an equivalent rating bureau.

(c) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(d) With respect to the insurance policies described in subsection (a) and (b) of Section 9.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

(i) Each Unit Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner or any tenant of any Unit Owner;

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will prejudice such policies or be a condition to recovery under such policies;

(iv) If at the time of a loss under such policies 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.

(v) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Unit Owner;

(vi) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Unit Owner or any other person under either of them;

(vii) Such policies may not be canceled nor may coverage there under be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least twenty (20) days' prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Unit owners, each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in such policies, and every other party in interest who shall have requested such notice of the insurer; and

(viii) Any Insurance Trust Agreement will be recognized.

(e) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain a standard mortgagee clause which shall:

(i) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit in their respective order and preference, whether or not named therein:

(ii) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Executive Board or Unit owners or any persons under any of them;

(iii) Waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(iv) Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the

Insurance Trustee designated by the Executive Board for that purpose, otherwise to the Association.

(f) With respect to the property insurance policy described in subsection (a) of Section 9.1, such policy shall contain the following endorsements:

(i) Agreed amount and inflation guard endorsement, when it can be obtained.

(ii) Construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the Building even when only part of the Condominium is destroyed by an insured hazard.

(iii) Steam boiler and machinery coverage endorsement, if appropriate, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the Building housing the boiler or machinery.

**Section 9.3. Insurance Trustee and Power of Attorney.** Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

**Section 9.4. Repair of Damage or Destruction to Condominium.** The repair or replacement of any damaged or destroyed portion of the Condominium shall be performed in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Act.

**Section 9.5. Additional Insurance.** Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

**Section 9.6. Unit Owner Insurance.**

(a) Each Unit Owner may obtain additional insurance at its own expense; provided, however, that (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(b) Any Unit Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.



(c) Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his or her Unit in the amount of the Association's insurance deductible or due to exclusions and limitations in the Association's policy (or such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time); the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the insurance deductible or due to exclusions and limitations in the Association's insurance coverage unless otherwise required by the Condominium Act. The Board of Directors in its discretion may allocate responsibility for the insurance deductible among the Common Elements and Unit(s) in the event that multiple portions of the Condominium Property are affected by an insured casualty. In addition, anything to the contrary herein notwithstanding, if the Board of Directors determines that the acts or omissions of the owner or occupant of another Unit is responsible for the damage, then the Board may assess such Unit for the deductible after giving the responsible Unit notice and opportunity to be heard. The Association is solely responsible for determining what constitutes an insurable event versus a maintenance issue and when a claim is to be made. Owners of Units at Springbrook Hill Condominiums share the responsibility for insuring the Property with the Association and should obtain their own coverage in the form of HO-6 or other similar policies (and their endorsements), which may cover areas including, but not limited to: building (unit) coverage, personal property, improvements to units, loss of use and gap coverage.

## **ARTICLE 10**

### **LIMITATION OF LIABILITY**

**Section 10.1. Limited Liability of the Executive Board.** The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Unit owners as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers, clients, patients or invitees, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers, clients, patients or invitees in a Unit, or in or on the Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or conduct of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 10.2. Indemnification.** Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided that in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit owners set forth in this Section 10.2 shall be paid by the Association on behalf of the Unit owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

**Section 10.3. Joint and Several Liability of Unit Owners and Lessees.** Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuses or condition of such Unit or any portion of the Common Elements.

**Section 10.4. Defense of Claims.** Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3 hereof against one or more but less than all Unit owners shall be defended by such Unit

owners who are defendants themselves and such Unit owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Units.

**Section 10.5. Storage; Disclaimer of Bailee Liability.** Neither the Executive Board, nor the Association, nor any Unit Owner, nor the Declarant shall be considered a Bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not 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 11**

### **UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN**

**Section 11.1. Applicability of Condominium Documents.** Each present and future Owner, tenant, licensee, occupant and Mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents, and the deed to such Unit; provided, however, that nothing contained herein shall impose upon any tenant or Mortgagees of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of

a deed or mortgage to any Unit, or the entering into of a lease or license or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit are accepted and ratified by such grantee, Mortgagee, licensee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. The Association and any aggrieved Unit Owner shall have a right of action against Unit owners who fail to comply with the provisions of the Condominium Documents or with decisions made by the Association or the Executive Board, and any aggrieved Unit Owner shall have a right of action against the Association for any failure by the Association so to comply.

**Section 11.2. Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto; provided, however, that the Association shall officially represent the Unit owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein and any award for such damage shall be payable to the Association or the Insurance Trustee for the benefit of the Unit owners and the Mortgagees of the Units.

## **ARTICLE 12**

### **EXECUTIVE BOARD OF THE ASSOCIATION**

#### **Section 12.1. Members.**

(a) The initial Executive Board shall consist of not less than three (3) and not more than seven (7) individuals. The members of the initial Executive Board 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 Executive Board shall be replaced with members elected by Unit owners (including the Declarant to the extent of Units owned by the Declarant) in accordance with the provisions of subsection (b) of this Section 12.1.

(b) No later than the earlier of (i) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Unit purchasers other than the Declarant or (ii) seven (7) years after conveyance of the first Unit to a Unit purchaser other than the Declarant, or at such earlier date as the Declarant in its sole discretion shall specify, a special meeting of the Association and a special election (the "Transition Election") shall be held at which all members of the Executive Board appointed by the Declarant shall resign and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect five (5) successor members of the Executive Board to act in the place and stead of those resigning. The Duplex Unit owners, as a class, shall be entitled to elect a Duplex Unit Owner to the Executive Board (the "Duplex Member"). The Garden Apartment Unit owners, as a class, shall be entitled to elect a Garden Apartment Owner to the Executive Board (the "Garden Apartment Member"). The Townhouse Unit owners, as a class, shall be entitled to elect a Townhouse Unit Owner to the Executive Board (the "Townhouse Member"). The two other members of the Executive Board (the "At-Large Members") shall be elected by all Unit owners as follows: the candidate receiving the most votes from all Unit owners shall be the first At-Large Member, and the candidate receiving the next highest number of votes from all Unit owners, and who is not also the same class of Unit Owner as the First At-Large Member, shall be the second At-Large Member. For example, both At-Large Members could not own Garden Apartment Units. The At-Large Members shall initially serve for a term expiring on the date of the second Annual Meeting of the Association following the Transition Election. All subsequent terms of the At-Large Members shall be for three (3) years. The initial term of the Duplex Member, the Garden Apartment Member and the Townhouse Member shall expire on the date of the third Annual Meeting of the Association following the Transition Election. All subsequent terms of the Duplex Member, the Garden Apartment Member and the Townhouse Members shall be fixed at three (3) years. Pursuant to Section 1063-103(t) of the Act, in determining the percent of Units conveyed by the Declarant for purposes of this Section 12.1(b), the percentage of the Units conveyed shall be determined by comparing the number of Units actually conveyed by the Declarant to the total number of Units that the Declarant has reserved the right to create pursuant to the terms of this Declaration.

(c) The Executive Board shall possess all of the duties and powers granted to the Executive Board by the Act.

**Section 12.2. Disputes.** The Association and any aggrieved Unit Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit owners or the Association for failure to comply with any provision of any Condominium Document or with any decision of the Association made pursuant thereto. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section.

**Section 12.3. Abating and Enjoining Violations by Unit Owners.** The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Mortgagee, Unit Owner, or any tenant or licensee of such Unit Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

## **ARTICLE 13 MANAGEMENT**

The Association shall have the right to employ a professional experienced managing agent who shall oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents.

## **ARTICLE 14 ASSESSMENTS; LIABILITY OF UNIT OWNERS**

**Section 14.1. Power to Assess.** The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, without limitation, such amounts as are necessary for uncollectible assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Act, this Declaration or the Bylaws. The assessments shall be calculated as four separate budgets: one budget for Common Expenses related solely to the maintenance of Duplex Units, including reserves (the "Duplex Budget"); one budget for Common Expenses related solely to the maintenance of the Garden Apartment Units, including reserves and including the cost of snow removal from the driveways, walkways and parking lots serving only the Garden Apartment Units (the "Garden Apartment Budget"); one budget for the Common Expenses related solely to the maintenance of the Townhouse Units, including reserves (the "Townhouse Budget"); and one budget for all other Common Expenses (the "General Common Expenses Budget"). The Duplex Budget shall be prepared by the full Executive Board, but shall be considered only by the Duplex Unit owners generally in accordance with

Section 1603-103(c) of the Act, and any assessments related to the Duplex Budget shall be paid only by Duplex Unit owners. The Garden Apartment Budget shall be prepared by the full Executive Board, but shall be considered only by the Garden Apartment Unit owners generally in accordance with Section 1603-103(c) of the Act, and any assessments related to the Garden Apartment Budget shall be paid only by Garden Apartment Unit owners. The Townhouse Budget shall be prepared by the full Executive Board, but shall be considered only by the Townhouse Unit owners generally in accordance with Section 1603-103(c) of the Act, and any assessments related to the Townhouse Budget shall be paid only by Townhouse Unit owners. The General Common Expenses Budget shall be prepared by the full Executive Board, and shall be considered by all Unit owners generally in accordance with Section 1603-103(c) of the Act. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which that Limited Common Element is assigned. The Association shall have the right to assess any Common Expense benefiting fewer than all of the Units exclusively against the Units benefited and shall have the right to assess to an individual Unit any Common Expense incurred due to the negligence, neglect or other misconduct of the Owner of the Unit. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of the Common Expenses.

**Section 14.2. Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, without limitation, any Unit Owner's non-payment of his assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 14.3. Payment of Assessments.** Each Unit Owner shall pay all assessments levied by the Association. Liability for such assessments shall begin accruing at the time of the creation of the Condominium and they shall be due and payable on a quarterly basis as designated by the Executive Board; provided, however, that such Monthly Assessments shall be first due on the first day of the month following the closing of the first sale of a Unit to a purchaser other than the Declarant. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. The Executive Board, in its sole discretion, may assess against the delinquent Unit Owner a late charge of up to \$100.00 per assessment not paid when due.

**Section 14.4. Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Monthly Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such Monthly Assessments during the fiscal year just ended and such sum shall be deemed to be the new Monthly Assessments for the succeeding fiscal year. If the Executive Board shall change the Monthly Assessment at a later date, the difference between the new Monthly Assessment, if greater, and the previous year's Monthly

Assessment up to the effective date of the new Monthly Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter, each Unit Owner shall pay the new Monthly Assessment. In the event the new Monthly Assessment is less than the previous year's Monthly Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Unit owners, credited against future Monthly Assessments or retained by the Association for reserves.

**Section 14.5. No Exemption by Waiver.** No Unit Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

**Section 14.6. Personal Liability of Unit Owners.** All sums assessed by the Association as a Monthly or Special Assessment shall constitute the personal liability of the Owner of the Unit so assessed and, until fully paid, also shall constitute a lien against such Unit pursuant to Section 1603-116 of the Act. The Association shall take action for failure to pay any assessment or other charge pursuant to Section 1603-116 of the Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

**Section 14.7. Liability of Purchaser of Unit for Unpaid Assessments.** Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor.

**Section 14.8. Subordination of Certain Charges.** Any Monthly Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Act shall be subordinate to any first mortgage recorded before such Monthly Assessments, fee, charge, late charge, fine or interest was due.

**Section 14.9. Surplus.** The Budget of the Association shall set forth Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserved for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Unit Owner, such credit to be applied to the next Monthly Assessments of Common Expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted or retained by the Association for reserves.

**Section 14.10. Assessments for Electricity Charges.** The Association, at the Executive Board's discretion, may elect (but is not required) to issue a monthly invoice from the Association to each Unit Owner for that Unit Owner's share of the common electrical charges for that Building, allocated based on square footage or any other fairly determined

methodology by the Executive Board. If the Executive Board so elects, the monthly bills for electricity costs from the Association shall be considered assessments under Sections 14.3, 14.5, 14.6, 14.7 and 14.8 of this Declaration.

## **ARTICLE 15**

### **DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

#### **Section 15.1. Reservation of Rights.**

(a) The Declarant reserves to itself and for the benefit of its successors and assigns certain Development Rights, including, without limitation, the right to create Units, Common Elements and Limited Common Elements within the Condominium, to reduce or enlarge the size of any unsold Unit, to modify the layout of the Condominium and the location and design of buildings and improvements, to cause the roads to be accepted as public roads, to subdivide units or convert Units into Common Elements, to convert Common Elements to Units; or to convert Common Elements to Limited Common Elements and vice versa. The real estate subject to the Development Rights is the Real Estate as more particularly described on **Exhibit A** attached to the Declaration.

(b) The Development Rights reserved may be exercised with respect to different parcels of real estate at different times, as Declarant, in its sole discretion may determine. No assurances are made with respect to the order in which the parcels of real estate subject to the Development Rights will be subjected to the exercise of such Development Rights. If any such Development Right is exercised in any portion of the real estate subject to such Development Right, such Development Right need not be exercised in all or any other portion of the Real Estate. If Units are added to the Condominium by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the Units such that each Unit shall have one vote, and the percent of interest in common elements shall be allocated equally among all of the Units. No assurances are made in regard to the architectural style, quality of construction, size or location of any buildings or other improvements that may be erected pursuant to any Development Right. No assurances are made as to the description of any other improvements that may be made and Common Elements that may be created, including the types and sizes of any limited common elements or the proportion of limited common elements to units, within any part of the Condominium pursuant to any Development Right.

(c) The maximum number of Units that may be created by the Declarant in the exercise of its Development Rights is fifty-six (56) Units. All of the Units created pursuant to the exercise of the Development Rights will be restricted to residential use. The Declarant makes no assurances as to the application of any other restrictions in the Declaration affecting use, occupancy and alienation of units to any units created pursuant to any Development Rights reserved by the Declarant.

(d) Declarant also reserves to itself, and for the benefit of its successors and assigns, the right to complete the improvements shown on the Plats and Plans, and the right, in accordance with Section 1602-115 of the Maine Condominium Act, to use any Unit



owned or leased by the Declarant and the Limited Common Elements appurtenant thereto for storage, models, management, sales, customer service or similar purposes for this and other projects; and the Declarant reserves the right to relocate the same from time to time within the Property; and upon such relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as comply with applicable governmental regulations, which signs may be placed in any location and may be relocated or removed, as the Declarant may from time to time determine. The Declarant retains the right to use the Common Elements for sales purposes and to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes and to maintain a sales and/or management office in the Club House. Anything to the contrary in this Declaration notwithstanding, the provisions of Section 7.1 hereof shall not be applicable to the Declarant in connection with the exercise of its rights under this Article 15. The real estate subject to Special Declarant Rights, other than Development Rights, is the Property.

(e) Development Rights and Special Declarant Rights must be exercised within fifteen (15) years from the date of recordation of this Amended and Restated Declaration provided that the period of Declarant control of the Association as permitted by Section 1603-103(d) of the Maine Condominium Act, and as reserved in Article 12 of the Declaration, shall terminate in accordance with the provisions thereof. Development Rights and Special Declarant Rights shall be deemed to be exercised at such time as this Declaration is amended to reflect the additional Units or such other Development Right or Special Declarant Right, regardless of the time that such Unit is constructed or such other work contemplated by the Development Right or Special Declarant Right is completed.

(f) The exercise of the Development Rights and the Special Declarant Rights shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-101 of the Act.

(g) The assurances made in this Section apply only in the event that any Development Right or any Special Declarant Right is exercised by the Declarant.

**Section 15.2. Extension of Roads.** Without limiting the generality of Section 15.1 above, the Declarant specifically reserves the Development Right to construct or permit to be constructed, an extension of the roads over the Common Elements and to grant easements over such extended roads and the other roads depicted on the Plat and Plans to be used by adjacent landowners or any additional development that may be undertaken by Declarant or any affiliate or assignee of Declarant for ingress and egress and for supplying utilities.

**Section 15.3. Exercise of Rights.** The exercise of the Development Rights and Special Declarant Rights reserved in this Declaration shall be in accordance with and governed by the provisions of the Act, including without limitation Section 1602-110 of the Act.

**ARTICLE 16**  
**ASSIGNABILITY OF DECLARANT'S RIGHTS**

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act, including without limitation Section 1603-104 of the Act.

**ARTICLE 17**  
**AMENDMENT OF DECLARATION**

**Section 17.1. Amendments.** Pursuant to Section 1602-110, the Declarant may unilaterally execute and record any amendments to the Declaration and the Plat and Plans necessary or convenient to evidence the exercise by Declarant of any of the Special Declarant Rights. Pursuant to Section 1602-117 of the Act and except as provided herein for amendments which may be executed by the Declarant, including without limitation any amendment made by the Declarant in the exercise of its Development Rights in accordance with Section 1602-110 of the Act or Article 15 hereof, the Association or certain Unit owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, however, that no amendment of Article 15 or any other provision of this Declaration pertaining to Special Declarant Rights or Development Rights may be amended without the affirmative vote of the Declarant. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. The approval of an Eligible Mortgage Holder shall be deemed to be given when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made. A change to any of the following would be considered as material:

- (a) voting rights not expressly provided for herein;
- (b) subordination of assessment liens;
- (c) reallocation of interests in the General Common or Limited Common Elements, or rights to their use, except as a result of the exercise by Declarant of the Development Rights and Special Declarant Rights pursuant to Article 15 ;
- (d) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium, except as a result of the exercise by Declarant of the Development Rights and Special Declarant Rights pursuant to Article 15;
- (e) imposition of any new restrictions on a Unit Owner's right to sell or transfer his or her Unit;

- (f) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (g) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (h) any amendment of Section 8.2 of this Declaration or of this Article 17.

**Section 17.2. Compliance with Governmental Approvals.** This Declaration may not be amended so as to violate any terms or conditions of State or local land use and environmental approvals for the Condominium, including but not limited to the Project Permits. Any modifications to the Property or to the plans approved by State and local governmental authorities shall require the advance approval of those authorities.

## **ARTICLE 18 TERMINATION**

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; provided, however, that if the Condominium is to be terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Mortgagees of Units to which sixty-seven percent (67%) of the votes in the Association are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Act.

## **ARTICLE 19 GENERAL PROVISIONS**

**Section 19.1. Headings.** The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**Section 19.2. Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which this Declaration is intended to create.

**Section 19.3. Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

**Section 19.4. Interpretation.** The provisions of this Declaration shall be liberally construed to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

**Section 19.5. Effective Date.** This Declaration shall become effective when it and the Plats and Plans have been recorded.

**Section 19.6. Notices.** All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed by certified mail, return receipt requested, addressed to the address maintained in the register of current addresses established by the Association.

**Section 19.7. Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration.

**Section 19.8. Project Permits.** The Property is subject to the terms and conditions of the Project Permits.

**IN WITNESS WHEREOF,** the undersigned, SPRINGBROOK HILL, LLC, has caused this Declaration to be duly executed by its duly authorized officer as of the day and year first above written.

**SPRINGBROOK HILL, LLC**, a Maine limited liability company

Printed Name: WALTER J SKAYHAN

STATE OF  
Maine  
COUNTY OF  
Knox, SS.

On the 16th day of August, 2006, before me personally appeared the above-named Walter Skayhan of Springbrook Hill, LLC, and acknowledged the execution of this Declaration of Condominium to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Karen A. Clark  
Notary Public

## **EXHIBIT A**

(Attached to and forming a part of Declaration of Springbrook Hill, A Condominium)

### **LEGAL DESCRIPTION OF THE REAL ESTATE**

A certain lot or parcel of land, together with the buildings and improvements thereon, located on the northeasterly side of Crocker Road and approximately 2,000 feet northerly of Route 3 in the City of Belfast, County of Waldo, State of Maine, being more particularly described as follows:

BEGINNING at a 5/8 inch rebar set at the most northerly corner of land new or formerly of Linwood K. and Shirley E. Walker as described in a deed recorded in the Waldo County Registry of Deeds in Book 668, Page 967. Said point of beginning being N 15°50'38" W and 95.59 feet from a 1 inch iron pipe found in 1997 at the most westerly corner of land now or formerly of Bracebridge Corporation, described as Parcel 2 in a deed recorded in the Waldo County Registry of Deeds in Book 1743, Page 44.

THENCE S 54°01'21" W along said land of said Walker, a distance of 456.68 feet to a 5/8 inch rebar set on the northeasterly right-of-way line of Crocker Road.

THENCE N 35°44'55" W along said northeasterly right-of-way line, a distance of 1766.10 feet to a 5/8 inch rebar proposed at an angle point in said right-of-way line.

THENCE N 20°05'21" W along said northeasterly right-of-way line, a distance of 633.07 feet to a 5/8 inch rebar set at land now or formerly of Josephine Young and James F. Pendleton, as described in a deed recorded in said Registry of Deeds in Book S15, Page 463.

THENCE N 74°09'32" E along said land now or formerly of Josephine Young and James F. Pendleton, a distance of 116.70 feet to a 5/8 inch rebar proposed at land of Bracebridge Corporation as described in a deed recorded in the Waldo County Registry of Deeds in Book 1967, Page 251.

THENCE S 15°50'59" E along said land now or formerly of Bracebridge Corporation (BK 1967-P.251, Remainder) and other land of said Bracebridge Corporation as described in a deed recorded in the Waldo County Registry of Deeds in Book 1748, Page 2, a distance of 2116.36 feet to a 5/8 inch rebar proposed.

THENCE S 54°01'21" W along said land of Bracebridge Corporation as described in a deed recorded in the Waldo County Registry of Deeds in Book 1748, Page 2, a distance of 53.25 feet back to the POINT OF BEGINNING.

MEANING and intending to describe 44.736 acres of land as shown on a plan entitled "BRACEBRIDGE CORPORATION, RESIDENTIAL DEVELOPMENT, SUBDIVISION PLAN, CROCKER ROAD, BELFAST, MAINE", by Coffin Engineering & Surveying, LLC dated September 13, 2000. All directions are Magnetic North 1995. All 5/8 inch rebar set are marked with a plastic surveyor's cap (Coffin Eng. PLS 1292). Reference is made to the following

deeds to Bracebridge Corporation, as recorded in the Waldo County Registry of Deeds: Book 1743 Page 044, Parcel 1; Book 1748 Page 002; Book 1967 Page 251.

TOGETHER WITH a permanent sanitary sewer easement across land now or formerly of Bracebridge Corporation, as described in a deed recorded in said Registry of Deeds in Book 1748, Page 2 for purposes of installing, maintaining, replacing, and reinstalling a sanitary sewer line, with necessary appurtenances thereto, said easement to be 20 feet wide and extending from Belmont Avenue northwesterly across said land of Bracebridge Corporation to the above-described 44.736 acre parcel, the center line of which is more particularly described as follows:

BEGINNING at a sanitary manhole located on or near the northerly side of Belmont Avenue, approximately 620 feet southeasterly from the intersection of Belmont Avenue with Crocker Road.

THENCE N 51°49'37" W and 49.6 feet to a sanitary manhole.

THENCE N 46°49'16" W and 247.7 feet to a sanitary manhole.

THENCE N 37°48'46" W and 185.6 feet to a sanitary manhole.

THENCE N 29°30'18" W and 267.6 feet to a sanitary manhole.

THENCE N 33°02'28" W and 300.6 feet to a sanitary manhole.

THENCE N 20°24'30" W and 299.8 feet to a sanitary manhole.

THENCE N 16°36'22" W and 156.3 feet to a sanitary manhole.

THENCE N 54°16'26" W and 71.1 feet to the property line of the above-described 44.736 acre parcel, said point being S 54°16'26" E and 21.0 feet from a sanitary manhole on the above-described 44.736 acre parcel.

The above-described courses are the centerline of the 20-foot wide permanent sanitary easement. Said permanent easement shall include the right to lay, construct, reconstruct, maintain, repair, inspect, and operate a public sanitary waste system within said permanent easement with such appurtenances as may be required, together with the right to enter upon said easement with vehicles and on foot as may be required for said purposes.

TOGETHER WITH a permanent drainage easement across land of Bracebridge Corporation, as described in an instrument recorded in said Registry of Deeds in Book 1748, page 2 for purposes of installing, maintaining, replacing, and reinstalling a storm water line, with necessary appurtenances thereto, said easement to be 20 feet wide extending from the above-described 44.736 acre parcel southeasterly across said land of Bracebridge Corporation to a water quality pond located on land of Bracebridge Corporation, the center line of which is more particularly described as follows:

BEGINNING at a point on the easterly boundary of the above-described 44.736 acre parcel, which point of beginning is located N 15°50'59" W a distance of 381.43 feet from a 5/8 inch rebar set at the southeast corner of said 44.736 acre parcel and located S 59°45'10" W a distance of 29.62 feet from a storm drain located on Said 44.736 acre parcel;

THENCE S 59°45'10" E and 145.93 feet to a storm drain manhole.

The above last described course is the centerline of the 20-foot wide permanent storm water easement. Said permanent easement shall include the right to lay, construct, reconstruct, maintain, repair, inspect, and operate a storm water line within said permanent easement with such appurtenances as may be required, together with the right to enter upon said easement with vehicles and on foot as may be required for said purposes.

TOGETHER WITH a permanent drainage easement across land now or formerly of Bracebridge Corporation as set forth in an instrument recorded in the Waldo County Registry of Deeds in Book 1748, Page 2 for purposes of installing, maintaining, replacing, and reinstalling a water quality pond, with necessary appurtenances thereto, said easement is located adjacent to the southeast corner of the above-described 44.736 acre parcel and is more particularly described as follows:

BEGINNING at a 5/8 inch rebar set at the southeast corner of said 44.736 acre parcel, said point of beginning being N 54°01'21" E and 509.93 feet from a 5/8 inch rebar set on the northeasterly right-of-way line of the Crocker Road and northwest corner of land now or formerly of Linwood K. and Shirley E. Walker as described in a deed recorded in the Waldo County Registry of Deeds in Book 668, Page 967.

THENCE N 06°32'35" W and 302.25 feet.

THENCE N 73°56'37" E and 107.17 feet.

THENCE S 24°07'13" E and 411.22 feet.

THENCE S 45°29'01" W and 276.85 feet to the edge of a stream.

THENCE northwesterly along the edge of said stream, a distance of 144 feet. The tie line along this course is N 10°04'33" W and 119.82 feet.

THENCE N 08°31'44" W and 122.88 feet back to the point of beginning.

MEANING and intending to describe 1.898 acres of land for a permanent storm water easement. Said permanent easement shall include the right to construct, reconstruct, maintain, repair, inspect, and operate a water quality pond within said permanent easement with such appurtenances as may be required, together with the right to enter upon said easement with vehicles and on foot as may be required for said purposes.

SUBJECT TO a utility easement granted by MBNA to Central Maine Power Company and Verizon New England, Inc., recorded August 10, 2001 in the Waldo County Registry of Deeds in Book 2136, Page 141.

SUBJECT TO a utility easement granted by Bracebridge Corporation to Central Maine Power Company and Verizon New England, Inc., recorded April 9, 2001 in the Waldo County Registry of Deeds in Book 2086, Page 25.

SUBJECT TO terms and conditions of the Subdivision Approval of the City of Belfast dated September 12, 2001 as evidenced by a Subdivision Plan prepared by Coffin Engineering & Surveying, LLC dated September 13, 2000 and recorded in the Waldo County Registry of Deeds in Plan Book 18, Page 192 and as evidenced by a Conditions of Approval Sheet prepared by Coffin Engineering & Surveying, LLC dated July 28, 2001 and recorded in the Waldo County Registry of Deeds in Plan Book 18, Page 193, as amended by "Amended Subdivision Plan,

Springbrook Hill, LLC, Belfast Condominiums, Belfast, Maine" prepared by Gartley & Dorsky Engineering & Surveying, dated July 14, 2006 and recorded in the Waldo County Registry of Deeds in Plan Book 20, Sheet 129.

All directions are etic North 1995. Reference is made to a plan entitled "SUBDIVISION PLAN BELFAST RESIDENTIAL HOUSING DEVELOPMENT, 71 CROCKER ROAD, BELFAST, WALDO COUNTY, MAINS" by Coffin Engineering & Surveying, LLC, dated September 13, 2000. Reference is also made to a plan entitled "BRACEBRIDGE CORPORATION BELFAST RESIDENTIAL, STORMWATER & SANITARY EASEMENT by Coffin Engineering and Surveying, LLC, dated October 19, 2001.

MEANING AND INTENDING to describe the same premises conveyed from Corporate Properties Services, Inc. to Springbrook Hill, LLC by deed dated November 9, 2005, and recorded in the Waldo County Registry of Deeds in Book 2853, Page 68.



**EXHIBIT B**

(Attached to and forming a part of  
Declaration of Springbrook Hill, A Condominium)

**PERCENTAGE INTERESTS IN COMMON ELEMENTS  
AND COMMON EXPENSE LIABILITY PERCENTAGES**

<b><u>Unit</u></b>	<b><u>Percentage</u></b>
D1	2.174%
D2	2.174%
D3	2.174%
D4	2.174%
D5	2.174%
D6	2.174%
D7	2.174%
D8	2.174%
D9	2.174%
D10	2.174%
G1	2.174%
G2	2.174%
G3	2.174%
G4	2.174%
G5	2.174%
G6	2.174%
G7	2.174%
G8	2.174%
G9	2.174%
G10	2.174%
G11	2.174%
G12	2.174%
G13	2.174%
G14	2.174%
G15	2.174%
G16	2.174%
G17	2.174%
G18	2.174%
G19	2.174%
G20	2.174%
G21	2.174%
G22	2.174%
G23	2.174%
G24	2.174%

[Continued on following page]

**EXHIBIT B - CONTINUED**

(Attached to and forming a part of  
Declaration of Springbrook Hill, A Condominium)

**PERCENTAGE INTERESTS IN COMMON ELEMENTS  
AND COMMON EXPENSE LIABILITY PERCENTAGES**

<b><u>Unit</u></b>	<b><u>Percentage</u></b>
T1	2.174%
T2	2.174%
T3	2.174%
T4	2.174%
T5	2.174%
T6	2.174%
T7	2.174%
T8	2.174%
T9	2.174%
T10	2.174%
T11	2.174%
T12	2.174%
TOTAL	100%

## **EXHIBIT C**

(Attached to and forming a part of Declaration of Springbrook Hill, A Condominium)

### **MAINTENANCE AND REPAIR CHART**

<b>Type</b>	<b>Responsibility for doing repairs, maintenance, replacement</b>	<b>Responsibility for paying for repairs, maintenance, replacement</b>
Unit	Unit owner	Unit Owner
Common Elements which are not Limited Common Elements	Association	Association
Limited Common Elements	Association	Unit owner to which the limited common element is appurtenant
Parts of the Common Elements or Limited Common Elements which benefit only certain units	Association, although it may grant permissions and/or promulgate rules & regulations allowing for or requiring owner maintenance of these items. The association is solely responsible for regulating the outside appearance of Units, Common Elements and Limited Common Elements.	Units which benefit, as determined by the Executive Board. Nonuse by one or more Unit Owners does not relieve Owner of responsibility.
Any portion of the Property, damage to which is caused by neglect of Unit Owner, their guests, invitees and tenants	Association	Unit Owner, after opportunity to be heard, exclusively determined by the Executive Board.
Damage constituting an insurable event under the Association's master insurance policy	Association makes the claim to the insurance company, not unit owners, and disburses insurance proceeds for repairs in all cases.	Unit owner may be required to pay part or the entire deductible portion under the Association's policy.