PUBLIC OFFERING STATEMENT
for
MAXWELL WOODS CONDOMINIUM
ASTER LANE, CAPE ELIZABETH, MAINE

Name of Condominium: MAXWELL WOODS CONDOMINIUM
Address of Condominium: Aster Lane, Cape Elizabeth, Maine
Name of Declarant: MAXWELL WOODS LLC, a Maine limited liability company
Address of Declarant: 18 Ocean Street, South Portland, Maine
Effective Date of Statement: July 27, 2018

UNLESS A PURCHASER HAS RECEIVED AND REVIEWED A COPY OF THIS PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A CONDOMINIUM UNIT, A PURCHASER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM DECLARANT.

IF A PURCHASER ACCEPTS THE CONVEYANCE OF A UNIT HE MAY NOT CANCEL THE CONTRACT.

THIS PUBLIC OFFERING STATEMENT IS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MAINE CONDOMINIUM ACT, CHAPTER 31 OF THE MAINE REVISED STATUTES OF 1964, AS AMENDED (THE “ACT”).

The following Exhibits are included as a part of this Public Offering Statement:

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**Reduced copies of Plat and Plans**
PUBLIC OFFERING STATEMENT FOR MAXWELL WOODS CONDOMINIUM

1. Name and Address of Declarant and Condominium. The Declarant of this Condominium is Maxwell Woods LLC, 18 Ocean Street, South Portland, Maine. The name and address of the Condominium is Aster Lane, Cape Elizabeth, Maine. This Public Offering Statement will refer to Maxwell Woods LLC simply as the “Declarant” and to the Condominium as the "Condominium" or as "Maxwell Woods".

2. General Description of Maxwell Woods. Maxwell Woods is a Condominium project situated on land at and near Aster Lane, Cape Elizabeth, Maine. Declarant is intending to commence with an initial phase of development on the property during the fall of 2018. The Condominium property is an 8.12 acre parcel of land (the “Condominium Property”) having access over and across Aster Lane both from Spurwink Avenue and from the existing Aster Lane. Aster Lane is a public street and will be extended to the Condominium Property by the Declarant; the extension is to be constructed to the standards of a public street. It is anticipated that the newly constructed portion of the street will be offered to the Town of Cape Elizabeth for acceptance as a public street. The condominium Units are accessed from Aster Lane by the internal, private drive called Maxwell Woods Drive. The property is benefitted or served by certain drainage easements for stormwater drainage over adjacent land, as shown on the Plan.

The development of Buildings, site improvements, utilities and other structural improvements is expected to start in the fall of 2018. The buildings and Units will be of wood-frame construction on a poured concrete foundation. Buildings will contain basements, some of which may include a “daylight” basement feature. Some buildings may be located on a poured concrete slab. All buildings and other improvements will be constructed substantially in accordance with plans and specifications submitted to the Town of Cape Elizabeth and as shown on the recorded Plat and Plans for the Condominium. All Units are to be served by public water, public sewer, electric power, and telecommunications services.

The Condominium will initially consist of two (2) Units on Maxwell Woods Drive. The maximum number of units in all phases is 38 Units. As presently approved, there are 17 Buildings with 2 Units each and 4 single-Unit Buildings. The maximum number of Buildings in the Condominium is 21. Except for the initial Building and Units, all other Units need not be built. As each Unit is completed prepared for sale to a third party, or otherwise prepared for and actually occupied, the Unit will be legally created by the Declarant by exercise of its development rights.

All Units and Buildings that are legally created under the Declaration, including the associated common parking, driveways and landscaping, are expected to be created within 10 years from the recording of the Declaration and legal creation of the Condominium. Parking, driveways and landscaping associated with an individual Unit and Building will be completed at the time of construction of such Unit and Building, to the extent any such items are necessary for the use of the premises as constructed. Declarant has reserved rights to complete or alter improvements, including any Unit that has been created and not sold to a third party, at any later time up to and including 15 years from the recording of the Declaration. This includes the right to complete the improvements which serve Units.
Declarant has reserved rights to re-locate the Buildings and Maxwell Woods Drive as construction needs or actual conditions may necessitate, and all such materials changes will be shown on revised plans. Provided, however, the Declarant may not relocate any Building for which Declarant has an existing Purchase and Sale Agreement without the approval or consent of the proposed purchaser. The purposes for such relocation can be to address unforeseen circumstances encountered in construction, to accommodate a specific request of a proposed purchaser, to address a health, safety or permitting requirement, or to accommodate Declarant’s needs in the event of material changes in the marketplace for Units. Declarant may not, however, extend the right to use Maxwell Woods Drive to any property outside of the bounds of the Condominium Property.

3. **Initial Units.** The number of Units initially created pursuant to the Condominium Declaration is two (2) Units. The Declarant will determine the initial Units based upon contracts with purchasers or otherwise based on its sole determination.

4. **Declaration, Bylaws, Plats and Plans.** Attached to this Public Offering Statement, as Exhibit A, is a copy of the Declaration of the Condominium dated as of July 23, 2018. It is anticipated that this version will be recorded in the Cumberland County Registry of Deeds shortly prior to the sale of the first Unit. Declarant reserves the right to make changes or amendments to the Declaration (with approval of Unit Owners, if required) in order to accommodate the needs or requirements of financial institutions making loans for the purchase of Units, to correct clerical or technical errors in the document based upon review by title attorneys and the like, and to make corrections or adjustments that may be required as the construction and development of the Condominium progresses. The reader is directed to Schedule A of the Declaration for all recorded covenants, conditions, restrictions or reservations affecting the Condominium as of the date hereof, in addition to those within the Declaration.

Attached to this Public Offering Statement, as Exhibit B, is a copy of the Bylaws of the Maxwell Woods Condominium Association. The Association will be formed by filing the applicable documents with the Maine Secretary of State prior to the recording of the Declaration. The Rules and Regulations of the Association as of this date are attached as Exhibit C. No contracts or leases are expected to be signed by a purchaser at closing.

The Declaration, which is part of this Public Offering Statement, includes reduced copies of the Plat (a land plan prepared by a surveyor) and Plans (buildings) which show the Condominium property. The Plat and Plans are to be recorded at the Cumberland County Registry of Deeds prior to the sale of the first Unit. Declarant reserves the right to make changes or amendments to the Plat and Plans in order to accommodate the needs or requirements of financial institutions making loans for the purchase of Units, to correct clerical or drafting errors, to make corrections or adjustments that may be required as the construction and development of the Condominium progresses or in order to bring such documents into conformity with Maine law, including the Condominium Act. No changes to those documents will be made that affects the boundaries, location, limited common elements or size or square footage of a Unit which is under contract to a purchaser, without such purchaser’s consent.
The Declaration establishes the Condominium and legally creates the Units in the project. The Declaration establishes the boundaries of the Condominium Units, the boundaries and locations of the Common Elements, the undivided interest in the Common Elements for each Unit, and other property rights in the Condominium, such as Limited Common Elements, easements and restrictions on use. Each Unit is also allocated a proportionate share of the ownership of common elements and responsibility for common expenses of the Association. Each Unit’s proportionate share is equal. Voting rights in the Association are equal for each Unit.

Each purchaser of a Unit in the Condominium becomes a member of the Association of Unit owners. The Association is responsible for running the Condominium Association’s affairs, including budgeting, charging assessments, entering into contracts, maintaining the property, and representing Unit owners in any disputes or negotiations. The Association is run by a board of directors as provided for in the Declaration and in the Bylaws of the Association. A purchaser is urged to review the Bylaws of the Association carefully.

With respect to the running of the Association, the Declarant has reserved certain rights during the “Declarant Control Period” to appoint Directors and Officers of the Association and to control certain actions of the Association during a certain portion of the period of development of Maxwell Woods. A purchaser is urged to review the Declaration for these provisions.

5. **Budget.** Attached to this Public Offering Statement, as Exhibit E, is a projected budget for the Association for its first year beginning in 2019. The Declarant prepared this projected budget. All assumptions regarding the budget are stated in Exhibit E. The Budget is based on all Units being developed. It is not anticipated that the per-Unit costs would be materially different if less than all 38 Units are developed. However, there is no guaranty that all of the Units and both of the land phases will be included in the Condominium.

6. **Services and Expenses by Declarant.** All services and expenses of the Association are reflected in the projected budget. The Declarant expects that during 2019, it will be assuming certain expenses and maintenance for the Association, such as landscaping and snowplowing, while Declarant is constructing, marketing and developing the property infrastructure. All Unit owners will still be obligated to pay their assessments. However, in the event that the Declarant is providing such services, it expects that it will bill the Association for those services normally incurred by condominium unit owners at a fair and competitive cost. Notwithstanding the foregoing, the Declarant will not bill the Association or Unit Owners for expenses which are attributable to the Declarant's costs of construction and development.

7. **Special Fees Due at Closing.** At closing on the purchase of a Unit from Declarant, each Unit owner will be expected to contribute to the Association an amount equal to two (2) month's estimated monthly common expenses for the Unit which the purchaser is buying. This two month fee will be put in a segregated fund to provide working capital for the Association. This separate working capital fund is often required by mortgage lenders in the area and by the Declaration. No other special fees will be due at the time of closing of a unit purchase, but prorations for real estate taxes, regular monthly condominium assessments and similar matters will be determined and apportioned between the parties.
8. **Title to the Premises.** Attached to this Public Offering Statement as **Exhibit F** is a description of all liens, easements, restrictions or encumbrances on or affecting title to the Condominium. These are also noted on the property description included in Schedule A of the Declaration. Title to the premises is currently held by Declarant. Each Unit will be released from the Declarant’s existing mortgage to Biddeford Savings Bank upon transfer of ownership.

9. **Financing of Units.** The Declarant does not offer any financing itself. The Declarant has endeavored to have all Condominium documents to be written in a form which is satisfactory to the Federal National Mortgage Association (FNMA) and/or “Freddie Mac”. As of this date, the Declarant has not determined whether it will seek to have this project formally approved by FNMA or Freddie Mac. The Declarant has not made any arrangements for financing by Unit purchasers as of this date. Declarant makes no representations that such financing will be available.

10. **Limited Warranty.** Attached to this Public Offering Statement, as **Exhibit G**, is the form of Limited Warranty which the Declarant will provide to each Unit owner at the original purchase and closing of a Unit. That Exhibit includes a form of “Inspection Form” that should be used prior to closing. It is noted that the purchaser will be required to execute a document providing for a reduction of the statute of limitations for breach of warranties, the form of which is included as **Exhibit H**.

The Maine Condominium Act provides as follows with respect to warranties on a new Condominium Unit:

“§1604-112. Express warranties of quality.
(a) Express warranties made by any seller to a purchaser of a Unit, if relied upon by the purchaser, are only created as follows:
(1) Any written affirmation of fact or promise which relates to the Unit, its use, or rights appurtenant thereto, area improvements to the Condominiums that would directly benefit the Unit, or the right to use or have the benefit of facilities not located in the Condominium, creates an express warranty that the Unit and related rights and uses will conform to the affirmation or promise;
(2) Any model or description of the quantity or extent of the real estate comprising the Condominium, including plans and specifications of or for improvements, creates an express warranty that the Condominium will substantially conform to the model or description; and
(3) Any written description of the quantity or extent of the real estate comprising the Condominium, including plats or surveys, creates an express warranty that the Condominium will conform to the description, subject to customary tolerances; and
(4) A provision that a buyer may put a Unit only to a specified use is an express warranty that the specified use is lawful.
(b) Neither formal words, such as "warranty" or "guarantee" nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.
(c) Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers.

§1604-113. Implied warranties of quality.
(a) A Declarant and any person in the business of selling real estate for his own account warrants that a Unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A Declarant and any person in the business of selling real estate for his own account impliedly warrants that a Unit and the common elements in the Condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the Condominium, will be:

(1) Free from defective materials; and

(2) Constructed in accordance with applicable law, according to sound engineering and construction standards and in a workmanlike manner. Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building code, if any, shall be deemed to satisfy such sound engineering or construction standards.

(c) In addition, a Declarant warrants to a purchaser from him of a Unit that may be used for residential use that any existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 1604-114.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a Declarant, Section 1601-103, paragraph (l), are made or contracted for by the Declarant.

(f) Any conveyance of a Unit transfers to the purchaser all of the Declarant's implied warranties of quality.

§1604-114. Exclusion or modification of implied warranties of quality.

(a) Except as limited by subsection (b) with respect to a purchaser of a Unit that may be used for residential use implied, warranties of quality:

(1) May be excluded or modified by agreement of the parties; and

(2) Are excluded by expression of disclaimer, such as "as is", "with all faults", or other language which in common understanding calls the buyer's attention to the exclusion of warranties.

(b) With respect to a purchaser of a Unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a Declarant may disclaim liability in an instrument signed by the purchaser, for a specified defect or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.


(a) A judicial proceeding for breach of any obligation arising under Section 1604-112 or 1604-113 must be commenced within six (6) years after the cause of action accrues, but the parties may agree to reduce the period of limitation to not less than two (2) years. With respect to a Unit that may be occupied for residential use, an agreement to reduce the period of limitation must be evidenced by a separate instrument executed by the purchaser.

(b) Subject to subsection (c), a cause of action for breach of warranty of quality, regardless of the purchaser's lack of knowledge of the breach, accrues:

(1) As to a Unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a non-possessory interest was conveyed; and

(2) As to each common element, at the time the common element is completed or, if later:

(i) As to a common element which may be added to the Condominium or portion thereof, at the time the first Unit therein is conveyed to a bona fide purchaser; or
(ii) As to a common element within any other portion of the Condominium, at the time the first Unit in the Condominium is conveyed to a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the Condominium, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty extends, whichever is earlier.”

12. **Judgments or Suits.** As of the date of this Public Offering Statement, there are no unsatisfied judgments or pending suits against the Association or the Declarant, nor is there any pending suit material to the Condominium of which the Declarant has any knowledge.

12. **Deposits.** Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing. Any such deposit will be returned to the purchaser if the purchaser decides to cancel the contract as provided under §1604-107 of the Maine Condominium Act. The name of the escrow agent is set forth in the Purchase and Sale Agreement.

12. **Restraints on Alienation.** There are no restraints on alienation of any portion of the Condominium.

13. **Insurance Coverage.** Article VI of the Bylaws of the Association (see Exhibit B) describes the insurance coverage provided for the benefit of all Unit owners. Generally, the Association is responsible for maintaining an insurance policy which covers all common elements of the Condominium from hazards including fire, water damage, storm damage and other such risks. Such policies include inflation guard endorsement and are for 100% of the replacement cost of the Common Elements associated with a Unit. In addition, the Association maintains insurance policies which insure against public liability and against misuse of funds by Association officers. Each Unit owner is expected to obtain insurance on his or her Unit, any improvements the Unit owner makes to the Unit, and the personal property and effects of such Unit owner which are contained in the Unit.

15. **Common Element Fees.** There are no fees or charges which are currently paid or which are expected to be paid by the Unit owners for the use of common elements or other facilities related to the Condominium, other than those set forth in the budget.

16. **Completion of Improvements.** The Declarant expects to complete all improvements which are labeled "must be built" on the Plat on or before December, 2028.

17. **Sale of Common Elements.** No common elements can be sold pursuant to §1603-112 of the Condominium Act.

18. **Zoning; Land Use Requirements.** The Condominium has received all necessary permits and approvals from the Town of Cape Elizabeth as of 2018. As a part of the project, the Condominium received approval from the Maine Department of Environmental Protection for certain wetland impacts. The Condominium has certain rights to make drainage improvements and discharge stormwater into certain, designated areas, which are shown on the Plan. In
addition, as part of the Town approvals, a 15’ wide public easement is being created and granted to the Town of Cape Elizabeth, and is shown on the Plan. The Condominium property is also benefitted by restrictions ensuring certain adjacent property is maintained for agricultural purposes as set forth in a recorded easement referred to in the Declaration. For other conditions which may affect the premises, a purchaser is directed to the recorded Plan referred to in paragraph 2 above, and to particular provisions of the Declaration and its exhibits.

19. **Maximum Number of Units.** The maximum number of Units which can be created pursuant to this Declaration is 38. The maximum number of Units per acre is specifically calculated, in accordance with Town ordinances, on General Note 13 of the Site and Subdivision Plan.

20. **Use of Units.** All of the Units which can be created in this Condominium are restricted exclusively to residential use, including the rental of such Units for residential use. Renting of Units is subject to certain leasing requirements. Ancillary or subordinate “home occupations”, to the extent allowed by local zoning or land use ordinances applicable to the condominium property, are also currently permitted, but the Declarant cannot guarantee or represent that provisions of zoning and land use laws will remain the same indefinitely.

21. **Development Rights.** The Declarant has reserved special declarant rights and development rights as described in Articles III, V, VI and other sections of the Declaration. Basically, these development rights include all rights which are necessary for the Declarant: (i) to enter upon the property and to construct Units in the Condominium, (ii) to conduct a sales and marketing program at the property, (iii) to grant easements to utility companies for the installation of utility lines, (iv) to make revisions to the locations of proposed Units on the Condominium Parcel, (vi) to relocate and reconfigure Maxwell Woods Drive as needed to accommodate construction matters, and (vii) to generally complete the development of the Condominium as conceived by the Declarant and in accordance with applicable permits and approvals (both those currently issued and subsequently obtained for any such future development, relocation and extension).

In addition, the Development Rights and Special Declarant Rights reserved by the Declarant include the right to return to the Maxwell Woods premises to repair any Unit or common element which may be in need of repair or restoration in order that the Declarant can discharge all obligations it has to any individual Unit owners. The Development Rights to create and add Units may continue for up to ten (10) years following the date of recording of the Declaration. Declarant will have the right to complete construction of Units and common area improvements, as needed or required, for up to 15 years following the date of recording.

No Unit may be added to Maxwell Woods until the Unit is substantially complete, or as may be otherwise allowed in accordance with the Act. The Units, other than the initial ones created by or under the Declaration, **need not be built.** At this time, no additional land is to be added to the Condominium and Declarant does not anticipate any such additions.

The Declarant reserves the right to modify the Declaration, the Bylaws, the Plats and Plans and any other Condominium Documents as may be required by law, a title insurance company, the Declarant’s present or future lender(s) or at Declarant’s discretion, provided that
no such modification shall: increase the purchase price of any Unit under contract (unless approved by the contract buyer); reduce the obligations of Declarant for common expenses on unsold units; or reduce the size of a Unit under contract (unless approved by the contract buyer). The dimensions, sizes, and location of interior partitions in the Units and the location of the Unit in relation to other Units, buildings, improvements and other portions of the common elements and facilities, as reflected in the Declaration and on the Plats and Plans, are approximate and the same may vary. A Buyer acknowledges and agrees that customary variances encountered in similar construction projects are acceptable to the Buyer and that such variances shall not be grounds for any action for rescission of a contract, damages or reduction of the purchase price. Declarant may substitute other materials, methods or manufactured products as it may deem proper, provided however, that the quality of any such substituted item is substantially equal to or superior to those listed in the specifications. Any future Units to be created may vary from the maximum size of the Units initially declared hereunder by up to 20% based on a consistent measurement of gross floor area, but only subject to obtaining any required permits or governmental approvals therefore.

The Declarant shall be under no obligation to develop the entirety of the Condominium Property, except as set forth herein or in the Declaration. The Declarant has reserved for itself rights for ingress, egress and for the provision and extension of utility services to all land and Unit phases.

22. **Maximum Change of Allocated Interests.** The maximum possible change in Allocated interests is from 1/2 to 1/38\(^{th}\) assuming the Condominium starts with 2 Units and is completed with all 38 Units.

23. **Other Improvements.** In addition to the Units which may be created in the Condominium, the Declarant has reserved the right to construct, complete and/or repair all driveways, utility services or parking areas as shown on the Plat or Plans, or as those areas may be subsequently revised or amended on the Condominium Property or within Aster Lane pursuant to the reserved Special Declarant Rights. No other assurances are made with respect to other improvements which can be made.

24. **Location of Buildings.** The locations of any buildings or improvements have been established by the Site Plan and Subdivision approval from the Town of Cape Elizabeth, and by the Maine Department of Environmental Protection. Any substantial variation will require approval from the Town of Cape Elizabeth and the Maine DEP. Declarant reserves the right to apply for changes that do not have a material, adverse effect on the value or safety and welfare of other Units in the Condominium as then in existence.

25. **Exhibits and Schedules.** The Exhibits identified on the first page of this Public Offering Statement appear in order following this page of the POS narrative.

End. Exhibits Follow.

EXHIBIT A TO POS
DECLARATION OF
MAXWELL WOODS CONDOMINIUM

THIS DECLARATION (the "Declaration") is executed as of ____________, 2018, by MAXWELL WOODS LLC, a Maine limited liability company, having a place of business in South Portland, Maine (the "Declarant") acting pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act").

ARTICLE I
CREATION OF CONDOMINIUM; DEFINED TERMS

1.1. Declaration of Property as Condominium. The Declarant, owner in fee simple of that certain lot or parcel of land (the "Land") in the Town of Cape Elizabeth, County of Cumberland and State of Maine more particularly described in Schedule A and of all buildings and improvements to be constructed on the Land and all easements, rights, privileges and appurtenances thereunto belonging (collectively, the "Property") hereby submits the Property to the Act and declares that the terms of this Declaration shall run with the Property and be binding upon, and inure to the benefit of, all owners of each and every portion of the Property and their respective heirs, successors and assigns, and the Declarant hereby creates with respect to the Property a condominium as defined in Section 1601-103(7) of the Act (the "Condominium").

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create additional Units, together with their appurtenant Limited Common Elements, to relocate Units within the Land, to relocate and/or reconfigure Units, buildings, driveways and other facilities, and to grant and reserve easements in, on or over Maxwell Woods Road (as the same may be relocated) for the benefit of other land.

1.2. Defined Terms. Capitalized terms not otherwise defined in this Declaration, as it may be amended from time to time, or the Plat and Plans, shall have the same meanings as specified in the Act. The following terms which are not otherwise defined in this Declaration shall have the following specific meanings in this Declaration:

1.2.1. “Approvals” means the approvals for development of the Property that have been granted by the Town of Cape Elizabeth Planning Board for Subdivision and Site Plan.

1.2.2. "Building" means any building erected or to be erected on the Land described in Paragraph 3.2 containing one or more Units, but only in a horizontal arrangement, as well as other improvements comprising a part of a Building or intended to be used for purposes incidental to the use of a Building.

1.2.3. "By-Laws" means such governing regulations for the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

1.2.4. "Condominium Documents" mean this Declaration, the Plat, Plans and the By-
Laws.

1.2.5. "Eligible Insurer" means an insurer or governmental guarantor of a Mortgage held by an Eligible Mortgage holder which has delivered written notice to the Association in the same fashion as described in subparagraph 1.2.5, stating the name and address of such insurer or guarantor and containing the same information and statements with respect to such insurer or guarantor that are required pursuant to subparagraph 1.2.5 with respect to such holder.

1.2.6. "Eligible Mortgage Holder" shall have the same meaning as set forth in §1602-114 of the Act.

1.2.7. "Limited Common Expenses" mean (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Units to which that Limited Common Element is assigned equally, or in proportion to the relative Common Expense Liabilities of such Units as between themselves, as such expenses may be determined by the Executive Board, and in accordance with §1603-115c(l) of the Act; and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited generally in accordance with the use of such services as permitted by Section 1603-115(c) (2) of the Act, as determined by the Executive Board.

1.2.8. "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee or an Eligible Mortgage Holder.

1.2.9. “Maxwell Woods Lane” means the private driveway extending from Aster Lane into the Condominium Property, to its fullest extent and width, and which is subject to reserved development rights of Declarant. It shall not include the individual driveways serving any Unit which has been declared, created and conveyed to a third party purchaser.

1.3. **Interpretation.** In the event of any conflict or discrepancy between this Declaration, the By-Laws, and the Plat and Plans, the provisions of this Declaration shall govern the By-Laws and the Plat and Plans.

**ARTICLE II**

**IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION**

2.1. **Name of Condominium.** The name of the Condominium is Maxwell Woods Condominium.

2.2. **Name and Association.** The name of the Unit Owners Association organized under and identified in Section 1603-10l of the Act (the "Association") is Maxwell Woods Condominium Association. The Association is a Maine not for profit corporation.

2.3. **Location of Condominium.** The Condominium is located on Aster Lane, in the Town of Cape Elizabeth, County of Cumberland, and State of Maine, and the address of the
Condominium is Aster Lane, Cape Elizabeth, Maine.

ARTICLE III
DESCRIPTION OF PROPERTY; BUILDINGS; UNITS; ALLOCATED INTERESTS

3.1. Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A and the location and dimensions of the Property included in the Condominium are depicted on the (i) Site and Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, Maine, prepared by Sebago Technics, signed by the Town of Cape Elizabeth Planning Board on October 17, 2017, recorded in Plan Book Page (the “Subdivision & Site Plan”), on the Plat entitled "Condominium Plat - Maxwell Woods Condominiums" by Sebago Technics dated _____, and on the Plans consisting of ___ sheets entitled " Maxwell Woods Condominiums" by Sebago Technics dated ____, ______. The Plat and Plans are recorded in Cumberland County Registry of Deeds in Plan Book ____, Page ______. Reduced copies of the Plat and Plans are attached hereto as Schedule C.

3.2. Location and Dimensions of Buildings. The location and dimensions, or proposed location and dimensions, of each of the 21 Buildings and other improvements to be erected on the Land, or as to which the Declarant has reserved the right to erect or not to erect on the Land, and the Common Elements are depicted on said Subdivision & Site Plan and the Plat and Plans.

3.3. Initial Units; Maximum Number of Units. The Declarant is initially creating, pursuant to this Declaration, the two (2) Units identified on Schedule B and located in Building __. As of the date of this Declaration, Units 1 and 2 are all of the Units in the Land. Declarant has reserved the right to add the remaining Units ___ through ___. The Declarant has reserved the right to create a maximum total of thirty eight (38) Units on all of the Land.

3.4. Creation of Units; Unit Boundaries. Reference is made to Schedule B for the identifying number and type of each of the two (2) Units initially created by this Declaration and to the Plat and Plans for a description of each Unit initially created by this Declaration, including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access and any other information necessary to identify the Unit. Each of the initial Units includes the dwelling and the attached garage.

In addition, at the time of creation of a Unit pursuant to this Declaration, or any subsequent amendment during the period of Declarant’s Development Rights, the Declarant shall have the right to include as part of the Unit any optional Den, Sunroom or Enclosed Porch shown on the Plat and Plans and which is actually constructed as part of the Unit, whether such construction is accomplished at the initial creation of the Unit or at a subsequent date. An amendment or recorded instrument evidencing the total areas included within a Unit shall be executed at the time of such creation, and any required adjustment of Allocated Interests shall be made at such time. Furthermore, following the initial creation of a Unit, if none or not all of such optional Dens, Sunrooms or Enclosed Porches are constructed, the Declarant has the reserved Special Declarant Right to add such optional area to a Unit with the written consent of only the owner of such Unit. An amendment or recorded instrument evidencing the total areas then included within a Unit shall be executed at the time of such exercise, and any required
adjustment of Allocated Interests shall be made at such time. Upon such exercise and recording, the optional area shall be included as part of the Unit.

3.4.1. Upper and Lower (horizontal) Boundaries: the upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with vertical (perimeter) boundaries.

3.4.1. A. Upper Boundary: The horizontal plane of the lower horizontal surface of the roof or ceiling joists, as the case may be.

3.4.1. B. Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab or the unfinished sub-flooring of the Buildings, as the case may be.

3.4.2. Vertical (perimeter) Boundaries: The vertical boundaries of each Unit shall be the vertical planes at the interior stud or lath line of the back surface of its perimeter walls, extended to the intersections with each other and with the upper and lower Unit boundaries. In the event an optional Den, Sunroom or Enclosed Porch is included as part of a Unit, such vertical boundaries will include such areas, as well.

3.4.3. The Unit boundaries shall also be defined as set forth in §1602-102 (1) through (4) of the Act.

The Unit includes all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon and located within the boundaries of the Unit. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. As a result of the foregoing boundaries, and by way of clarification, each Unit includes the following items:

(a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);

(c) Windows, doors, and garage doors providing access to the Common Elements (including their locks, hardware and glass) and garage door tracks, but excluding the frames, thresholds and sills for all such items;

(d) Plumbing, kitchen and bathroom fixtures, the heating and ventilating equipment, water heaters, air conditioning systems (including components thereof serving only a single Unit, even if located outside of a Unit's boundaries), water heaters, kitchen appliances, and any fireplace(s) or hearth(s), provided that only propane, and no wood or other solid fuels, may be burned in any such fireplace or hearth;

(e) Electrical wiring, equipment outlets and lighting devices from the point where the feed wire enters the Unit’s circuit breaker distribution box inwards, and portions of
water and sewer utility lines, pipes and equipment serving only a single Unit and located within its general boundary lines as herein described; and

(f) The interior of the attic, garage, attic above the garage, and, if a part of the Unit, the basement.

A Unit generally does not include: the exterior walls, the roof, rafters and foundation, or land. A Unit generally does not include wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements, but to the extent any such item serves the Unit and some, but not all Units, it is a Limited Common Element.

3.5. Allocated Interests. The Allocated Interests allocated to each initial Unit are listed and allocated to the Units in Schedule B. All Allocated Interests shall be equal. The Allocated Interest for each Unit initially created, or existing prior to the addition of more Units, will be adjusted upon the creation of additional Units in the condominium.

3.6. Relocation of Unit Boundaries. The subdivision of Units horizontally or vertically and relocation of horizontal or vertical boundaries between Units is not permitted.

3.7. Alteration of Units. Alterations of units is permitted in accordance with §1602-111 of the Act. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

3.8. Maintenance Responsibilities. 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(a) of the Act, except as expressly set forth to the contrary in this Declaration.

ARTICLE IV
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND APPLICABLE PROVISIONS


4.2. Allocation of Limited Common Elements. The location and dimensions of all Limited Common Elements, except for the portions of the Property described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are described in this Paragraph 4.2 and/or depicted on the Plat and Plans. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of at least 67% of all Unit Owners and at least 51% of all Mortgagees of record. The walkways, ties, steps and skids, if any, depicted on the Plat and Plans serving more than a single Unit are Limited Common
Elements allocated to the Units in the Building to which they are attached.

The following portions of the Property serving a single Unit, but located outside the Unit's boundaries, are each allocated as a Limited Common Element to the Unit which it serves.

4.2.1. Functional porches (except for any Enclosed Porch which is included as a part of a Unit), balconies, decks, and patios as depicted on the Plat and Plans, if any.

4.2.2. Any windows, doors, and garage doors leading from Units to Common Areas, porches, balconies, decks or patios, their related frames, sills and hardware, including without limitation lock and chime assembly, hinges, door mats, handles or closures, to the extent not expressly included in the Unit as describe in 3.4, above.

4.2.3. Any shutters, awnings, window boxes, windows, door steps and stoops designed to serve the Unit.

4.2.4. Parking spaces adjacent to a garage location and labeled "P1," "P2," etc.

4.2.5. Emergency generator locations situated within the Common Element ground area near a Unit as approved by the Board or which may be specifically designated on the Plat.

4.2.6. Solar panels located on the roof of any Building or, if so allocated and designated by an instrument of record, on the common element ground area near a Unit.

4.2.7. Those portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

4.2.8. The ground level area extending a distance of 4 feet from the exterior face of the foundation wall or exterior line of a balconies, decks, and patios on the rear portion of a Unit (as described, a “Gardening Area”), which limited common element Gardening Area may be used solely for gardening of plants and shrubs of a decorative nature and which are not allowed to protrude into or expand onto the adjacent Common Element or into any other Unit Owner’s adjacent limited common element Gardening Area. The Gardening Areas shall all be subject to reasonable rules and regulations adopted by the Board of Directors with respect to permitted types of plants, pruning, trimming, clean up, fertilizers, pesticides and other matters designed to ensure compatible, safe and well-kept areas.

4.3. Use of Common Elements. Except as their use may otherwise be limited by this Declaration, by the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit (and including the guests of such Unit Owner, tenant and occupant) may use the Common Elements in common with all other Unit Owners, and tenants or occupants of such other Units, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.
4.3.1. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. Notwithstanding the foregoing, each owner of a Unit shall have the right to post in front of his Unit on the outside of the Building in which his Unit is situated a non-illuminated sign not to exceed an area of one-half foot by one foot publishing the name of the Owner and the address or identifying number of his Unit.

4.3.2. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed in or on any of the Common Elements without the approval of the Board or a Committee designated by the Executive Board. Alteration of or construction in or removal from the Common Elements shall be done except with the prior written consent of the Executive Board, or its designee, as appropriate. Notwithstanding the foregoing, the Executive Board shall adopt reasonable rules and regulations to permit any Unit Owner to install, use and maintain an emergency generator on the Common Element near such Owner’s Unit, but in a manner that shall not unreasonably detract or disturb another Unit Owner. Any such generator shall be installed in accordance with plans and specifications approved in advance by the Executive Board and shall be at the sole cost and expense of such Owner.

4.3.3. The Owner of any Unit that has been allocated a Limited Common Element geothermal well easement shall have the right to develop an approved geothermal well and related piping and utility service lines for purposes of providing heating and/or cooling to such Owner’s Unit, including the installation from such well easement through the Common Element of such related facility as is reasonably necessary to connect such well to such Owner’s Unit. Any such development shall be done in accordance with plans and specifications approved in advance by the Executive Board and shall be at the sole cost and expense of such Owner.

4.4. Common Element Driveways, Water System and Sewer Systems. The roadway extending from South Street to Spurwink Avenue which provides access into the Land and the associated storm water drainage system (including surface and subsurface portions) serving the Units or the Land shall remain private unless or until accepted by the Town of Cape Elizabeth. Any and all maintenance responsibilities for such roadway and systems, including but not limited to snow removal, shall remain the common responsibility of Maxwell Woods Condominium Association and the other properties having rights to use such roadway, and the same shall not become the responsibility of the Town of Cape Elizabeth, Maine.

4.5 Construction, Maintenance and Inspection of Stormwater Management Facilities. The Property, or portions thereof, is subject to the terms and conditions as set forth in a Department of Environmental Protection Order, Site Location of Development, Findings of Fact and Order, for Maxwell Woods LLC, dated September 23, 2017, recorded in the Registry of Deeds in Book 34348, Page 120 (the “DEP Order”). The maintenance of the stormwater systems, or any other facilities or improvements required pursuant to the DEP Order, to the extent the same are a part of the Condominium Property, shall be undertaken in compliance with the terms of the DEP Order and the same will be the responsibility of the Association. During the initial development,
Declarant will assure that the following maintenance plan is adhered to and shall be solely responsible for the costs thereof.

The Declarant, during the period when Declarant is contractually obligated as set forth above, and the Association thereafter in perpetuity, will be responsible for the maintenance of all stormwater management structures or other requirements under the DEP Order.

ARTICLE V
DEVELOPMENT RIGHTS; SPECIAL DECLARANT RIGHTS

5.1. Phasing. The Declarant reserves the right but not the obligation until ten (10) years from the date hereof:

5.1.1. To create on the Land up to 36 additional Units (for a total of up to 38 Units) in a total of up to twenty one (21) buildings, and Limited Common Elements appurtenant to such Units, on the Land as described in the attached Schedule A or A-1, all pursuant to Section 1602-110 of the Condominium Act. Such actions may include conversion of common elements into Units, creating additional Units and Limited Common Elements as shown on the Plat, or as the same may be amended or revised. The proposed location and approximate dimensions of the Buildings, Units and Limited Common Elements for said Phases are shown on the Plat. Upon the addition of such Land, Buildings and Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Buildings, Units and Limited Common Elements. Notwithstanding the depiction on the Plat and Plans, the additional buildings, Units and Limited Common Elements may and need not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in section 5.1.3.

5.1.2. The Allocated Interests of the Units, following the creation of any such future Units, shall be reallocated in accordance with the formulas in this Declaration (all Allocated Interests for each Unit shall be equal, and each Unit shall be allocated one (1) vote in the Association). Each amendment adding such future Units shall particularly set forth such reallocation. To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment shall include an amended Plat, if and as required by the Condominium Act, to the extent not previously recorded. Any such amendment shall become effective upon recording and without the consent of any other person.

5.1.3 All such future Units and Limited Common Elements shall be consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of substantially equal or better quality (as determined by construction industry standards). Further, upon the addition of any additional Units to the Condominium, any such additional Units must be substantially complete. All restrictions in or created by authority of this Declaration affecting
the use, quality or alienation of Units shall apply to all such future Units. Declarant does not
have to add said Buildings, Units and Limited Common Elements to the Condominium, and
hence said Buildings, Units and Limited Common Elements **NEED NOT BE BUILT.** The
Declarant must exercise its right to add such Units hereunder within ten (10) years of the
recording of this Declaration.

5.2. **No Amendment.** The provisions of this ARTICLE V and of all other Special Declarant
Rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time
to time, shall not be amended or waived without the written consent of the Declarant duly
recorded in the Cumberland County Registry of Deeds. The benefits of ARTICLE V and of all
other Special Declarant Rights of Declarant set forth in this Declaration, the Bylaws or
otherwise, as amended from time to time, may be transferred by recorded instrument specifically
referring to this Section and executed by Declarant and its successor or assignee.

**ARTICLE VI
EASEMENTS**

6.1. **Utilities, Pipes and Conduits.** Each Unit Owner shall have an easement in common with
all other Unit Owners to use all pipes, wires, chimney flues, ducts, cables, conduits, public utility
lines and other Common Elements serving his Unit and located in any of the other Units. The
Executive Board of the association shall have the right to grant to third parties such additional
utility easements as shall be deemed reasonable by the Executive Board in connection with the
supply of utility services to the Units and/or the Common Elements.

6.2. **Ingress, Egress and Regress.** Each Unit Owner shall have an easement, subject to
reasonable rules and regulations established by the Executive Board, in common with all other
Unit Owners to use the entrances, exits, corridors and other Common Elements as a means of
ingress, egress and regress to and for the Property and the adjoining public streets.

6.3. **Condominium Association and Executive Board Access.** Declarant reserves in favor of
itself, the Association and its Executive Board, officers, agents and employees, the managing
agent, and every other person authorized by the Executive Board the irrevocable right and
easement to have access to each Unit as provided in Section 1603-107(a) of the Act.

6.4. **Declarant's Easement for Marketing.** The Declarant reserves the right with respect to its
marketing of Units to use the Common Elements and Limited Common Elements for the ingress
and egress of itself, its officers, employees, agent, contractors and subcontracts and for
prospective purchasers of Units, including the right of such prospective purchasers to park in
parking spaces. The Declarant also reserves the right to use any Units owned or leased by the
Declarant as models, management offices, sales offices for his project or customer service
offices. The Declarant reserves the right to relocate the same from time to time within the
Property; upon relocation, the furnishings thereof may be removed. The Declarant further
reserves the right to maintain on the Property such advertising signs as may comply with
applicable governmental regulations, which may be placed in any location on the Property and
may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall
have the right to erect temporary offices on the Common Elements for models, sales,
management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Purchasers.

6.5. **Declarant's Easement for Construction.** The Declarant reserves the easement, right and privilege without let or hindrance with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act.

6.6. **Encroachments.** Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit. An easement for encroachments exists pursuant to §1602-114 of the Act.

6.7. **Declarant's Right to Connect with Utilities.** The Declarant further reserves the right and easement to connect with and make use of utility lines, wire, pipes and conduits located on the Property for construction purposes on the Property provided that Declarant shall be responsible for the cost of service so used.

6.8. **Declarant's Right to Grant Easements.** The Declarant shall have the right, until the Declarant has conveyed all Units in the Condominium to Purchasers to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, telecommunications, cable television and other utilities.

6.9. **Common Elements Easement in Favor of Unit Owners.** The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited.

6.9.1. For the installation, repair, maintenance, use removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, telecommunications, cable television and other communication wiring and cables and all other utility lines and conduits which are part of any Unit and which pass across or through a portion of the Common Elements.

6.9.2. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.
6.10. **Drainage Easements.** The “Drainage Easements”, as shown on the Subdivision & Site Plan, are for the benefit of drainage of certain storm water as permitted and allowed by the Town pursuant to its approvals; provided, neither the Association nor any Owner shall permit any other drainage into such areas except as explicitly allowed under the DEP Permit, the Town approval and the reserved easements.

6.11. **Easement to Town for Stormwater System.** The Declarant may grant to the Town of Cape Elizabeth an easement, the terms and conditions of which shall be in such form and upon such terms as are satisfactory to the Town of Cape Elizabeth’s Public Works Director, for the purpose of emergency inspection, maintenance and repair of the stormwater management system which shall grant the Town the right, in the event of (i) any emergency presenting an immediate threat to public welfare or (ii) any failure of the Declarant or the Association, as the case may be, to remedy any failure to perform its required maintenance, repair or inspection of the Stormwater System following thirty (30) days written notice, to enter upon the Property, with such persons and equipment as may be necessary, and to undertake to complete any such obligation which the Declarant or Association has so failed to perform. In the event of such default and failure to perform by the Declarant or the Association, the Town shall have the right to recover from the Association all costs and expenses reasonably incurred by the Town in connection therewith, including a reasonable attorneys fee.

6.14. **Termination and Transfer of Special Declarant Rights.** Declarant reserves the right to transfer from time to time to any one or more transferees any or all Reserved Special Declarant Rights (including, without limitation, any rights under ARTICLES III, V or this ARTICLE VI even if not denominated as such) in accordance with Section 1603-104 of the Act. All such Declarant Rights or Special Declarant Rights shall cause upon the conveyance of all Units (including any future Units) to third parties other than a successor Declarant.

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**ARTICLE VII**

**ASSESSMENTS FOR COMMON EXPENSES AND MAINTENANCE OF PROPERTY**

7.1. **Allocation of Assessments for Common Expenses.** The total amount of Common Expense shall be assessed against the Units in the proportions in Schedule B, as it may be amended from time to time. In addition, the following provisions apply.

7.1.1. The Common Expenses that are not assessed as Limited Common Expenses shall be assessed against all the Units in proportion to the relative Allocated Interests of all the Units.

7.1.2. A Limited Common Expense shall be assessed solely against all Units benefited in proportion to the relative Allocated Interest of such Units as between themselves, as the Executive Board may determine.

7.1.3. Assessments to pay a judgment against the Association shall be made as a
Limited Common Expense against the Units included in the Condominium at the time the judgment was entered.

7.1.4. Electricity, cable television, telephone services and any similar or reasonably convenient telecommunications services shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for heat, air conditioning, electricity, telephone or similar telecommunications services consumed or used in his Unit. In the event that any electricity serves the Common Elements, the same shall be separately metered, and the Executive Board shall pay all bills for the same consumed or used in the Common Elements as a Common Expense.

7.1.5. Water and sewer services shall be supplied by the water and sewer district serving the area to all of the Units and the Common Elements through one or more building meters. In all events, the Common Elements shall be serviced through a separate meter which does not service any Unit. The Executive Board shall pay or cause to be paid as a Common Expense all charges for water consumed on the Property not separately metered to a Unit Owner promptly after the bills therefor are rendered. The Declarant, subject to the applicable rules and regulations of the provider servicing the premises and to any other similar consideration, shall make arrangements for directly metering individual Units and all such services shall be paid by the respective Unit owner to the utility service or provider.

The Declarant shall not be liable for any assessments for any Units until after the later to occur of (i) sixty (60) days following the first conveyance of a Unit to a Purchaser or (ii) the date the Association makes its first Common Expense assessment.

7.2. Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses and Limited Common Expenses shall be a lien against said Unit as provided in §1603-116 of the Act.

7.3. Limited Common Elements, Maintenance. The Association shall maintain, repair and replace all Limited Common Elements as required by this Declaration and shall assess as a Limited Common Expense the Common Expenses associated with the maintenance, repair or replacement of each Limited Common Element (except for Common Expenses associated with structural repairs or replacements) against the Units to which the Limited Common Element is assigned or appurtenant in proportion to the relative Allocated Interests of such Units as between themselves, provided that the Association shall also have the right to assess an individual Unit for Limited Common Expenses associated with said purposes applicable to such Unit if the Limited Common Expense shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit or if the time giving rise to the expense shall be for the benefit of that Unit only. However, the Unit Owner of any Unit to which a Limited Common Element balcony, deck, patio or terrace is appurtenant shall perform the normal maintenance for such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of ice, snow and any accumulation of water, but if that Limited Common Element, or any other Limited Common Element in a building, is allocated to more than one Unit, the Association shall be
responsible and shall assess the costs thereof as a Limited Common Expense to the Units benefited. The Unit Owner shall maintain windows allocated to his Unit as a Limited Common Element including washing and necessary replacement with substitutions of similar color, size, quality and style. The Association shall be responsible for all structural repairs and replacements of all Limited Common Elements except for windows, and the costs thereof shall be assessed to all Unit Owners as a Common expense, unless such repair or replacement shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such costs shall be assessed to the Unit Owners responsible as a Limited Common Expense.

7.4. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of the Executive Board, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (subject to Paragraph 7.3 regarding the Limited Common Elements) whether located inside or outside of the units, the cost of which shall be charged to the Unit Owners as a Common Expense. The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for Units shall be furnished by the Association as a part of the Common Expense or, if fewer than all of the units are benefited, as part of the Limited Common Expenses.

The Association shall be responsible for the maintenance, repair and replacement of any and all storm water, sewage (except as expressly set forth elsewhere in this Declaration), or water services, facilities or easements serving the Property or any Unit, except for any such service located entirely within a Unit and not serving any other Unit.

The Association shall be responsible for having all solid waste or refuse removed from the Property in a reasonable fashion and delivered to a waste facility acceptable to the Town of Cape Elizabeth. The Association shall not be responsible for mulching or composting of waste or similar materials.

7.5. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or 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. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. 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 negligence 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.

7.6. 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 such as windows 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, employee, 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 VIII
ASSOCIATION OF UNIT OWNERS; VOTING; DECLARANT CONTROL

8.1. **The Association; Powers.** The Association is a nonprofit and non-stock corporation organized under Title 13-B of the Maine Revised Statutes of 1964, as amended. The membership and powers of the Association are as set forth in §1603-101 and §1603-102 of the Act. Upon acceptance of a deed of conveyance, a Unit Owner thereby becomes a member of the Association.

8.2. **Executive Board Powers; Declarant Control Period.** Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board (also called herein the “Board”) may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or this Declaration or the By-Laws required to be exercised and done by the Association. The affairs of the Association shall be governed by an Executive Board composed of no less than three (3) and no more than six (6) persons. Prior to the Transition Election provided for by subparagraph 8.2.1, the Executive Board shall be composed of three (3) natural persons and after the Transition Election, the Executive Board shall be composed of six (6) natural persons. The members of the Executive Board appointed by the Declarant during the Declarant Control Period can be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations and the Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all officers of the Association without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Transition Election at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof.

8.2.1. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur no later than the earlier of (a) four (4) months after 75% of all Units have been conveyed or (b) five (5) years after the first Unit has been conveyed. For the purposes of calculating the 75% standard all units which the declarant has reserved the right to create shall be included. **Declarant may elect to turn over the control of the Association to the Unit Owners at any earlier time as Declarant may elect upon the giving of not less than 90 days advance notice to all of the owners of Units in the Condominium at that time. The notice shall state Declarant’s intention to turn over control and shall set the date, time and place for the Turnover Meeting.** Upon the giving of such notice, the Unit Owners shall undertake all necessary and reasonable efforts to appoint a committee or elect officers to undertake the duties of the Association in time for the Turnover Meeting.
8.2.2. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in the recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

8.3. Voting. Voting shall be in accordance with §1603-110 (a) and (b) of the Act; provided, however, that the rights of mortgagees under §1602-119 are not hereby altered.

ARTICLE IX
RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS

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

9.1.1. Except for areas of the Condominium designated for recreational use, no Unit shall be used for other than single-family residential purposes by the Unit Owner, the Unit Owner's family related by blood, marriage or adoption, and the tenants and guests of the Unit Owner of the Unit Owner's family. Units shall be used for no other purposes, and no business shall be permitted by the terms of this Declaration or the By-Laws in the Units and Common Elements, provided that nothing in this Declaration or the By-Laws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant pursuant to Article V.

9.1.2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any party thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in this Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

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

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

9.1.5. The maintenance, keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is
prohibited with any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other limited species of animals which do not normally leave the Unit and which do not make unreasonable noise may be permitted by the Executive Board in accordance with an subject to any rules and regulations adopted by the Executive Board, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

9.2. **Leasing Restrictions.** All leases of units must be in writing in a form approved by the Board. No Unit shall be rented for transient or hotel purposes or in any event for an initial period less than thirty (30) days and no portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit for a term longer than one (1) month other than on a lease: (a) requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association; (b) providing that failure to comply therewith constitutes a default under the lease; and (c) providing that the Executive Board has the power to terminate the lease or to bring summary proceeding to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance of the lease. The Executive Board may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Executive Board.

9.3. **Lease of Units Owned by Declarant.** The Declarant retains and reserves the right, subject to the restrictions contained in the foregoing sections 9.1 and 9.2, to enter into leases with any persons for the occupancy of any of the Units owned by Declarant.

9.4. **Voluntary Resale of Units.** The following provisions apply to the sales of Units by all Unit Owners other than the Declarant:

9.4.1. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the grantor up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed by subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate.

9.4.2. A voluntary transfer for the purpose of this Paragraph 9.4 shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

9.4.3. All Unit Owners shall comply with Section 1605-108 of the Act. Except as provided in this section 9.4, there are no other restrictions governing the voluntary transfer
of a Unit.

ARTICLE X
MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES;
REQUIRED PERCENTAGES FOR CERTAIN DECISIONS

10.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Allocated Interests appurtenant to such Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof.

10.2. Identification of Mortgages. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s).

10.3. Mortgage Foreclosure. Any Mortgagee of a Unit that obtains title to the Unit pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of claims for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the Mortgagee.

10.4. Notices to Eligible Mortgage Holder or Insurer. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder and Eligible Insurer of the following proposed actions either within a reasonable period prior to the taking of any of such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein:

10.4.1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer, as applicable;

10.4.2. Notice to the Eligible Mortgage Holder and Eligible Insurer of the Mortgage to which such Owner's Unit is subject of any delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of that Unit, or any other default in the performance or payment by such Unit owner of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days.

10.4.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

10.4.4. The proposed use of any proceeds of Property insurance required to be obtained and maintained by the Association pursuant to the By-Laws for purposes other than repair, replacement and restoration of the Property substantially in accordance with this Declaration, the By-Laws, the Plat and Plans, and the original elevation thereof and original building plans and specifications.
10.4.5. The adoption by the Executive Board of any proposed budget, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget;

10.4.6. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

10.4.7. The termination of the Condominium;

10.4.8. A change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit (except for a change pursuant to the addition of an optional Den, Sunroom or Enclosed Porch), or the subdivision of a Unit except for such changes created by the Declarant as a consequence of the exercise of any Development Rights reserved in this Declaration by the Declarant;

10.4.9. The merger of consolidation of the Condominium with another condominium;

10.4.10. The conveyance or subjection to a security interest of any portion of the Common Elements.

10.5. Required Percentages and Mortgagee Approval Rights. Notwithstanding other provisions contained herein, the following provisions shall apply with respect to various decisions regarding the condominiums.

10.5.1. The prior written approval of at least eighty percent (80%) of the Unit Owners and sixty-seven (67%) of the Eligible Mortgage Holders shall be required to terminate or abandon the Condominium for reasons other than substantial destruction or condemnation of the Condominium.

10.5.2. The prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders and eighty percent (80%) of the Unit Owners shall be required for the termination or abandonment of the Condominium as a result of condemnation or substantial loss to the units, Common Elements, or both.

10.5.3. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be required to alter or change any Allocated Interests.

10.5.4. If professional management has been required previously by any Eligible Mortgage Holder, irrespective of the time when such person became an Eligible Mortgage Holder, any subsequent decision to establish self-management by the Association shall require the prior consent of at least sixty-seven (67%) percent in voting interest of the Unit Owners and the approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders.

10.5.5. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of
the Common Elements (except for granting easements for utilities or the public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of a least eighty percent (80%) in voting interest of the Unit Owners and sixty-seven (67%) percent of the Eligible Mortgage Holders.

10.5.6. The prior written approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be required to use property insurance and eminent domain proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement restoration of the Property substantially in accordance with this Declaration, the By-Laws, the Plat and Plans, and the original elevation thereof and the original building plans specifications.

10.5.7. With respect to amendments to the Condominium Documents:

10.5.7(a) The consent of at least eighty (80%) percent of the Unit Owners and the approval of at least sixty-seven (67%) percent of the Eligible Mortgage Holders shall be necessary to terminate the Condominium not as a result of destruction, damages or condemnation.

10.5.7(b) The consent of at least eighty (80%) percent of the Unit Owners and the approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders shall be necessary to terminate the condominium as a result of destruction, damages or condemnation to the Condominium.

10.5.7(c) The written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following:

   (1) Voting;
   (2) Assessments, assessment liens or subordination of such liens;
   (3) Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);
   (4) Insurance of fidelity bonds;
   (5) Rights to use the Common Elements;
   (6) Responsibility for maintenance and repair of the Common Elements of the Condominium;
   (7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
   (8) Boundaries of any Unit;
   (9) The interests of the Common Elements or Limited Common Elements;
   (10) Convertibility of Units into Common Elements or of Common Elements into Units;
   (11) Leasing of Units;
   (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his
Unit;
(13) Any provisions which are for the express benefit of Mortgagees, Eligible Mortgage Holders or Eligible Insurers.

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

An Eligible Mortgage Holder who receives a written request to approve additions or amendments to the Condominium Documents who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

10.6. Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents, the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default.

10.7. Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units Common Elements, or both.

ARTICLE XI
EASEMENTS AND LICENSES

11.1. Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium and existing as of the date hereof, or to which any portion of the Condominium is or may become subject by virtue of the exercise by Declarant of any reservation contained in this Declaration, are stated and set forth in Schedule A.

ARTICLE XII
NOTICES TO UNIT OWNERS AND ASSOCIATION

12.1. To Unit Owner. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefore or sent by United States mail, postage prepaid, or if such notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and filed with the Secretary of the Association or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.
12.2. **To the Association.** All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then the secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner.

12.3. **To Eligible Mortgage Holder, etc.** All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Eligible Insurer shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the Act.

**ARTICLE XIII**

**TAXATION**

13.1. **Units Not Yet Separately Assessed.** In the event that for any year real estate taxes assessed by the Town of Cape Elizabeth are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with this respective Allocated Interests.

**ARTICLE XIV**

**AMENDMENTS**

14.1. **Before Any Conveyance.** Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

14.2. **After First Conveyance.** After the first conveyance by the Declarant of a Unit to an amendment to this Declaration shall be made in accordance with §1602-117 of the Act; provided that any such amendment shall also require the consent of fifty-one (51%) percent of all mortgagees; and, provided further, that this paragraph shall not override any specific amendments requirement elsewhere set forth in this Declaration which are more restrictive.

**ARTICLE XV**

**TERMINATION OF CONDOMINIUM**

15.1. **Termination.** The Condominium shall not be terminated except as provided in, and subject to, Section 1602-118 of the Act.

**ARTICLE XVI**

**APPLICABILITY; COMPLIANCE AND DEFAULT; EMINENT DOMAIN**
16.1. **Applicability.** This Declaration shall be applicable to the Condominium. All present and future Owner and tenants, their guests, licensees, servants, agents, and employees shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them. The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either of the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16.2. **Compliance:***

16.2.1. Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.

16.2.2. The Executive Board and committees appointed by the Executive Board in accordance with the By-Laws shall have the power to adopt, amend and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the act, including, but not limited to the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate.

16.2.3. The failure of the Declarant, or the Executive Board, or any committee appointed by the Executive Board or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

16.3. **Arbitration.** The following procedures shall apply to claims, disputes, and other matters in question between the Declarant, on the one hand, and the Association or the other Unit Owners on the other hand.

16.3.1. All claims, disputes and other matters in questions between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or
relating to this Declaration, the By-Laws, or the deed to any Unit or the breach thereof, except for claims which have been waived by their acceptance of a deed, shall, at the written request of the Declarant, be decided by arbitration in accordance with the Construction Industry arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.4. **Eminent Domain.** If part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall notify the Owners and Eligible Mortgage Holders of the Units affected and shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreement with the condemning authority, and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owner and their Mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners and their Mortgagees, as their interests may appear, in proportion to their Allocated Interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited Common Element was allocated at the time of such taking or condemnation and their Mortgagees, as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for the purposes described in this paragraph. Notwithstanding anything to the contrary in this Paragraph 16.4., lien holders on any Unit, Common Element or limited Common Element, shall have a lien on any such awards in order of priority of their respective liens.

**ARTICLE XVII**

**LIMITATION OF LIABILITY**

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

17.1.1. 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 Buildings, 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.

17.1.2. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members’ duties for any mistake or judgment, negligence or otherwise, except for the Executive Board members’ own willful misconduct or gross negligence;
17.1.3. 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;

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

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

17.1.6. Shall have no personal liability arising out of the use, misuse or condition of the Buildings, 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.

17.2. 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 attorney's 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 on such cases wherein such Executive Board member and/or officer if adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph 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.

17.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agent 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 Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the association. The Unit Owners shall have no right to participate in such defense other than through the Association.
ARTICLE XVIII
GENERAL PROVISIONS

18.1. No Obligation to Complete. Nothing contained in this Declaration of the Plat and Plans do, or shall be deemed to impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any Buildings, amenities or other improvements to the property except to the extent required by the Act.

18.2. Captions. The headings in the Declaration are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices are attached to this Declaration for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of this Declaration. References in the Declaration to Articles, Paragraphs, subparagraphs, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration and are an integral part of this Declaration. Any Exhibits are attached to this Declaration for purposes of identification only and shall not for any purposes or reasons be deemed as part of this Declaration.

18.3. Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

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

18.5. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other an additional rights, remedies, or privileges as may be granted to such party hereunder or by an instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, MAXWELL WOODS LLC has caused this Declaration to be executed as of the date and year first above written.

Witness:

MAXWELL WOODS LLC

_________________________ By: ____________________
Its [office] 
Print name: [officer]
STATE OF MAINE
Cumberland, ss.

Personally appeared before me [officer], [office] of MAXWELL WOODS LLC, who being duly sworn did declare that the execution of this Declaration of Condominium is his free act and deed and the free act and deed of MAXWELL WOODS LLC.

_______________________________
Notary Public/Attorney at Law
Print name:
Condominium Property

A certain lot or parcel of land located on the easterly side of Spurwink Avenue, but not adjacent thereto, and the southerly side of Aster Lane in the Town of Cape Elizabeth, County of Cumberland, State of Maine as depicted, bounded and described as “Area 2 (Condominium Development) 353,527 S.F. 8.12 AC” on a plan entitled “Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, ME for Maxwell Woods, LLC, 18 Ocean Street, Suite 3, South Portland, ME 04106” dated October 14, 2016, and revised through April 28, 2017, by Sebago Technics, Inc., signed by the Town of Cape Elizabeth Planning Board, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 81, together with the associated detailed plans sheets recorded in Plan Book 218, Pages 82 through 87, inclusive (herein, the “Condominium Property”).

The foregoing Condominium Property is conveyed together with a right of way and easement, in common with Declarant and others, over and across “Aster Lane,” currently a private street owned by Declarant, shown on said Plan. The right of way and easement granted herein shall be in common with Declarant and others, including any other parties to whom Declarant may grant rights in and to Aster Lane. The Declarant excepts and reserves all of its other rights in and to said Aster Lane, including the fee simple title thereto. Further, Declarant expressly reserves the right to dedicate said Aster Lane as a public street to the Town of Cape Elizabeth (and to convey the fee or portion thereof to said Town) at such time or times, and in such portions or segments, as Declarant may determine, if at all. Further, Declarant reserves the right, at its sole election, to make the fee in said Aster Lane a part of the Maxwell Woods condominium property, subject to the rights others may have at such time of exercising such right.

The foregoing Aster Lane right of way is shown on the Plans and is bounded and described as follows:

A right of way extending from Spurwink Avenue shown on a plan entitled “Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, ME for Maxwell Woods, LLC, 18 Ocean Street, Suite 3, South Portland, ME 04106” dated October 14, 2016 and revised through April 28, 2017 by Sebago Technics, Inc., the lot or parcel of land being more particularly bounded and described as follows:

Commencing at an existing 5/8” rebar, 2” above grade, bent with cap inscribed “PLS 1262” on the easterly sideline of Spurwink Road at land now or formerly of Katherine C. Gibbons, as described in a deed recorded at the Cumberland County Registry of Deeds (CCRD) in Book 24386, Page 57;

Thence S 26°39’45” W, along the easterly sideline of Spurwink Avenue, land of William Bamford as described in a deed recorded at the CCRD in Book 33572, Page 164, a distance of 236.80 feet to a granite monument to be set on the northeasterly sideline of Aster Lane and the Point of Beginning;

Thence S 63°22’12” E, a distance of 23.72 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the northeast as defined by the following curve elements: having a radius of 75.64 feet, an arc length of 53.94 feet and a chord which bears S 87°47’57” E, a distance of 52.80 feet to a granite monument to be set at a point of tangency;

Thence N 75°46’18” E, a distance of 57.14 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the southwest as defined by the following curve elements:
having a radius of 163.26 feet, an arc length of 200.44 feet and a chord which bears S 69°03’22” E, a distance of 188.09 feet to a granite monument to be set at a point of reverse curvature;

Thence along a tangent curve concave to the east as defined by the following curve elements: having a radius of 150.00 feet, an arc length of 52.63 feet and a chord which bears S 43°56’09” E, a distance of 52.36 feet to a granite monument to be set at a point of tangency;

Thence S 53°59’06” E, a distance of 316.13 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the north as defined by the following curve elements: having a radius of 107.55 feet, an arc length of 126.99 feet and a chord which bears S 87°48’39” E, a distance of 119.74 feet to a granite monument to be set at a point of tangency at land of Cottage Brook, LLC, as described in a deed recorded at the CCRD in Book 32238, Page 108;

Thence S 31°36’23” E, along land of Cottage Brook, LLC, a distance of 50.00 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the north as defined by the following curve elements: having a radius of 157.55 feet, an arc length of 128.73 feet and a chord which bears S 81°46’52” W, a distance of 125.18 feet, to a 5/8” rebar with cap inscribed “STI PLS 2009” to be set at land William Bamford and Lois Bamford, as described in a deed recorded at the CCRD in Book 27674, Page 164;

Thence continuing along a tangent curve concave to the north and land of William Bamford and Lois Bamford as defined by the following curve elements: having a radius of 157.55 feet, an arc length of 57.27 feet, and a chord which bears N 64°23’52” W, a distance of 56.95 feet to a granite monument to be set at a point of tangency;

Thence N 53°59’06” W, along land of William Bamford and Lois Bamford, a distance of 316.13 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the northeast and land of William Bamford and Lois Bamford as defined by the following curve elements: having a radius of 200.00 feet, an arc length of 70.17 feet and a chord which bears N 43°56’09” W, a distance of 69.81 feet to a granite monument to be set at a point of reverse curvature;

Thence along a tangent curve concave to the southwest and land of William Bamford and Lois Bamford as defined by the following curve elements: having a radius of 113.26 feet, an arc length of 139.05 feet and a chord which bears N 69°03’22” W, a distance of 130.48 feet to a granite monument to be set at a point of tangency;

Thence S 75°46’18” W, along land of land of William Bamford and Lois Bamford, a distance of 57.14 feet to a granite monument to be set at a point of curvature;

Thence along a tangent curve concave to the north and land of William Bamford and Lois Bamford as defined by the following curve elements: having a radius of 125.64 feet, an arc length of 89.60 feet and a chord which bears N 83°47’57” W, a distance of 87.71 feet to a granite monument to be set at a point of tangency;

Thence N 63°22’12” W, along land of William Bamford and Lois Bamford, a distance of 23.75 feet to a granite monument to be set on the easterly sideline of Spurwink Avenue;
Thence N 26°39'45" E, along the easterly sideline of Spurwink Avenue, a distance of 50.00 feet to the Point of Beginning. Bearings herein are based on Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

The Condominium Property, and its appurtenant rights in Aster Lane, is declared and conveyed subject to and/or benefitted by:

1. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

2. Such state of facts, notes or other matters shown on a recorded survey entitled “Plan of Boundary Survey & Private Accessway, 112 Spurwink Avenue, Cape Elizabeth, Maine, Made for Kenneth L. Maxwell” prepared by Titcomb Associates, dated December 7, 2006, revised 11/10/08, recorded in said Registry in Plan Book 209, Page 457.

3. Rights reserved in favor of William H. Bamford and Lois E. Bamford for access and for utilities within portions of the Proposed Accessway, a/k/a (reference Plan Book 209, Page 457), all as set forth and reserved in the deed from William H. Bamford and Lois E. Bamford to Maxwell Woods, LLC.

4. Terms and conditions of a State of Maine Department of Environmental Protection Site Location Order for Maxwell Woods & Cottage Brook Multiplex Condominiums dated September 23, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34348, Page 120.

5. Terms, conditions, rights and easements as set forth in Drainage Easement given by William H. Bamford and Lois E. Bamford dated January 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34626, Page 280.


7. Terms and conditions of the Site and Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, Maine, prepared by Sebago Technics, signed by the Town of Cape Elizabeth Planning Board on October 17, 2017, recorded in Plan Book 218, Pages 81 through 87.
Declaration
SCHEDULE B

Common Element Interest, Common Expense Liability and Votes in the Association

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Allocated Interest</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit x</td>
<td>1/2</td>
<td>1</td>
</tr>
<tr>
<td>Unit xx</td>
<td>1/2</td>
<td>1</td>
</tr>
</tbody>
</table>

**Notes:**
1. The Den Option is intended as a fully finished and heated room capable of year-round use. At the election of a purchaser, such room may not be completed initially with the same level of finish as the Base Unit.
2. The Sunroom Option has the capability of being constructed as a fully finished and heated room capable of year-round use. At the election of the purchaser, such room may be initially constructed with or without heat.
3. The Porch Option is intended as either (i) a porch area fully finished and enclosed with glassed windows, with or without installed heat, or (ii) a screened porch which is framed and of sufficient structural quality as to be adaptable to a fully finished space capable of year round use.

**Note:**
1. The maximum change of common element interest if all 38 Units in are created is from 1/2 to 1/38th.
Declaration

Exhibit C
Reduced Copy of Plat and Plans
BY-LAWS
OF
MAXWELL WOODS CONDOMINIUM ASSOCIATION

ARTICLE I
Introductory Provisions

1.1. Name. The name of this Association is MAXWELL WOODS CONDOMINIUM ASSOCIATION ("Association"). The address of the Association is Aster Lane, Cape Elizabeth, Maine. These By-Laws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium (hereinafter called the "Association").

1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof.

1.3. Office. The principal office of the Association and the Executive Board shall be located initially at c/o FitzPatrick Associates, 18 Ocean Street, South Portland, Maine, or at such other location as the Executive Board may designate from time to time.

1.4. Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended (the "Nonprofit Corporation Act"), and the "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board".

1.5. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

ARTICLE II
The Association

2.1. Composition, Powers and Duties. The composition, powers and duties of the Association are as set forth in Article VII of the Declaration.

2.2. Non-transferability of Interests. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically transfer to and be vested in the next Owner or Owners succeeding to such ownership interest.

2.3. Meeting of Members. Meeting of the membership shall be held at the principal office of the Association or at such other place as may be specified in the notice of the meeting.
2.4. Annual Meetings. The annual meetings of the members shall be held each year on the second Tuesday of the month of June. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter which is not a legal holiday. At such meetings there shall be elected by ballot of the members an Executive Board in accordance with the provisions of Article III. The members shall also transact such other business as may properly come before them.

2.5. Special Meetings. Special meetings of the Association may be called as provided in the Maine Nonprofit Corporation Act.

2.5.1. The Secretary shall give notice of any special meeting no earlier than ten (10) days and no later than forty-five (45) days prior to the meeting in accordance with Section 1603-108 of the Act.

2.5.2. No later than the earlier of (a) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Purchasers or (b) three (3) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association shall be held at which all of the members of the Executive Board appointed by the Declarant shall all resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect at such Transition Election three (3) successor members of the Executive Board. The three (3) elected Board members shall select one (1) member for a term of three (3) years, one (1) member for a term of two (2) years, and one (1) member for a term of one (1) year. The term of the successors to each such member of the Executive Board shall be fixed at three (3) years.

2.6. Notice of Meeting. It shall be the duty of the Secretary, or upon his failure or neglect then of any other officer, to give notice of each annual or special meeting, the time and place of the meeting, and the items on the agenda for that meeting to each member of record including the Declarant as long as it is the Owner of record of a Unit and to each Eligible Mortgage Holder as long as it is the record holder of a first Mortgage of a Unit. With respect to any annual or special meeting, such notice shall be so mailed at least ten (10) days but no more than forty-five (45) days prior to the date so set for the meeting.

2.7. Quorum. The presence, either in person or by proxy, of the Owners of the Units to which are allocated at least fifty percent (50%) of the Votes in the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

2.8. Adjournment of Meetings. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

2.9. Votes in Association. The Vote in the Association allocated to each Unit is equal. The Allocated Interests allocated to each Unit is listed on Schedule B to the Declaration.

2.10. Voting. Voting shall be in accordance with Section 1603-110 of the Act including,
but not limited to, Section 1603-110(b) and Article VIII of the Declaration.

2.11. **Majority Vote Required.** Unless by express provisions of the Act, these By-Laws or the Declaration a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean the Unit Owners of those Units to which are allocated more than fifty percent (50%) of the total authorized Votes allocated to all of the Units that are present in person or by proxy and voting in any meeting of the Association at which a quorum is present as determined in accordance with Paragraph 2.9.

2.12. **Informal Action.** Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if all the members thereto sign a written consent. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes.

2.13. **Order of Business.** The order of business at all meetings of the members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting for approval of same;
- (d) Reports of Executive Board or of officers or of the manager;
- (e) Reports of committees, if any;
- (f) Election of inspectors of elections (when so required);
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business;
- (i) New Business.

At all meetings of the Association or of the Executive Board, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict in which event these By-Laws or the Declaration, as the case may be, shall prevail.

**ARTICLE III**

**Executive Board**

3.1. **Number and Qualification.** An Executive Board composed of no less than three (3) and no more than five (5) natural persons shall govern the affairs of the Association. During the period of Declarant control, the Executive Board shall be composed of three (3) natural persons who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the end of the period of Declarant control, the Executive Board shall be composed of three (3) natural persons, at least a majority of whom shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof.

3.2. **Election and Term of Office.** The members of the Executive Board shall be elected as follows:
3.2.1. At the annual meetings of the Association, subject to Article VIII of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected shall be fixed at three (3) years so that after the Transition Election one-third (1/3) of the Executive Board may be replaced at each annual meeting. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. Any Executive Board member may serve an unlimited number of terms to succeed himself.

3.2.2. Persons qualified to be members of the Executive Board may be nominated for election only as follows:

3.2.2. a. Any Unit owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nomination petition signed by Unit Owners owning at least two (2) Units and a statement that the person nominated is willing to serve on the Executive Board. The Secretary shall mail or hand deliver the submitted items to every Unit owner along with the notice of such meeting;

3.2.2. b. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one (1) person has been nominated by petition.

3.3. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred to in the Declaration and the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" or "Manager" at compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

3.4.1. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
3.4.2. To adopt, repeal or amend rules and regulations of the Association;
3.4.3. To designate signatories on Association bank accounts;
3.4.4. To borrow money on behalf of the Association;
3.4.5. To acquire and mortgage Units;
3.4.6. To allocate Limited Common Elements.

Any employment contract between the Managing Agent and the Association must
provide that it may be terminated with cause on not more than thirty (30) days' written notice and without cause on not more than ninety (90) days' written notice.

3.5. **Removal or Resignation of Members of the Executive Board.** Except with respect to members designated by Declarant during the Declarant Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners entitled to cast at least two-thirds (2/3) of all the Votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

3.6. **Vacancies.** Except as set forth in Paragraph 3.1, with respect to members appointed by Declarant, vacancies in the Executive Board caused by reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.7. **Organizational Meeting.** The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting. The Secretary shall give notice of such meeting to each Eligible Mortgage Holder in the manner provided in the Declaration for service of notice upon Eligible Mortgage Holders at least five (5) days before such meeting.

3.8. **Regular Meetings.** Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.

3.9. **Special Meetings.** Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice by the Secretary to each member and Eligible Mortgage Holder, given by mail, telegraph or hand delivery, securing a receipt therefor, which notice shall state the time, place and purpose of the meeting. The President shall call special
meetings of the Executive Board or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.10. **Waiver of Notice.** Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.11. **Quorum of the Executive Board.** At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.12. **Compensation.** No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.13. **Conduct of Meetings.** The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

3.14. **Action Without Meeting.** Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such person's written consent shall be filed with the minutes of the proceedings of the Executive Board.

**ARTICLE IV**

**Officers**

4.1. **Designation and Election.** The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board at the annual meeting of such Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a Unit Owner and a member of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President
may hold more than one office.

4.2. **Removal of Officers.** Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.3. **President.** The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a nonprofit corporation organized under the laws of the State of Maine including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.4. **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgage Holders hereunder and pursuant to this Declaration shall be delivered and, in general, perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall, within ten (10) days after receipt of request, provide any person, or cause to be provided to any person, entitled thereto at the expense of the person requesting the same a written statement or certification of the information required to be provided by the Association pursuant to Sections 1603-116 (h) and 1604-108 (b) of the Act and Paragraph 5.18.

4.5. **Treasurer.** The treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, be responsible for providing to the Secretary the financial and budgetary information necessary for the Secretary to provide the certifications required by Paragraph 4.4., and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the managing agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a nonprofit corporation organized under the laws of the State of Maine.

4.6. **Execution of Documents.** Except as provided in Paragraph 9.7, all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of One Thousand Dollars ($1,000.00) shall be executed by the President or the Secretary and the Treasurer of the Association. All such instruments for expenditures or obligations of One Thousand Dollars ($1,000.00) or less may be executed by any one officer of the Association or such other person or employee as the Executive Board may designate in writing.

4.7. **Compensation of Officers.** No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be
reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V
Operation of the Property

5.1. Fiscal Year. The fiscal year of the Association shall begin on such date as shall be established by the Executive Board, except for the first fiscal year of the Association, which shall begin at the date of incorporation of the Association. The commencement date of the fiscal year so established shall be subject to change by the Executive Board.

5.2. Preparation and Approval of Budget:

5.2.1 On or before ninety (90) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall adopt an annual budget for the Association containing an estimate for the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Condominium Documents or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall include such amounts as the Executive Board shall consider necessary to provide working capital, a general operating reserve fund for replacements, capital improvements, and other items which cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

5.2.2. On or before sixty (60) days before the beginning of the fiscal year for which a Common Expense budget available for inspection during business hours by any Unit Owner or Mortgagee at the Property and the Secretary shall provide to the Unit Owners and Eligible Mortgage Holders a summary of that budget in reasonably itemized form setting forth the separate amount of the Common Expenses and shall set a date for a special meeting of the Unit Owners and Eligible Mortgage Holders to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary of budget accompanied by notice of the special meeting to each Unit Owner and Eligible Mortgage Holder. Unless at the meeting a majority in voting interest of all the Unit Owners rejects the proposed budget or revised budget, that budget is ratified irrespective of whether a quorum is present at said meeting. In the event such budget shall be rejected at the meeting, the budget last ratified with respect to the period covered by the proposed budget shall be continued as the budget for the Condominium until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board upon the same conditions as are provided in the subparagraph with respect to the original budget.
5.2.3. Subject to subparagraph 5.2.2, the budget adopted pursuant to this Paragraph shall constitute the basis for determining each Unit Owner's assessments for Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

5.3. Assessment of Common Expenses. Assessments shall be made no later than thirty (30) days after the budget is adopted except that the first assessment shall be made no later than sixty (60) days after the first conveyance of a Unit to a Purchaser.

5.4. End of Fiscal Year. Within ninety (90) days after the end of each fiscal year for which a Common Expense assessment was made, the Executive Board shall prepare and deliver to all Unit Owners and Eligible Mortgage Holders, and to each Mortgagee requesting in writing the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget adopted by the Executive Board for such fiscal year.

5.5. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital including a general operating reserve fund for current Common Expenses (the "Working Capital Fund") and a reserve fund for contingencies, replacements, capital improvements and other items which cannot be expected to occur on a regular basis (the "Reserve Fund"). However, nothing contained herein shall limit, preclude or impair the establishment of additional funds by the Association so long as the amount credited to and debited from any such additional funds are designated for specified purposes authorized by the Condominium Documents. The Working Capital Fund, Reserve Fund and such other funds shall be conclusively deemed to be common funds of the Association and shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America. Neither the Executive Board nor the treasurer shall commingle in the books and records of the Association any amounts deposited into the Reserve Fund, the Working Capital Fund or such other funds. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, shall be charged first against such reserves. If the reserves are deemed by the Executive Board to be inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Executive Board may at any time levy a further assessment which, depending on whether the reserve is for the benefit of all the Units or fewer than all the Units, shall be assessed against all the Unit Owners according to their respective Common Expense Liabilities or only against the Unit Owners benefited according to their respective Common Expense Liabilities as between themselves, and which may be payable in a lump sum or in installments as the Board may determine.

5.6. Further Assessments. Subject to Paragraph 5.9, the Executive Board shall give notice to all Unit Owners and Eligible Mortgage Holders of any further assessments on Unit Owners for Common Expenses or Limited Common Expenses accompanied by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, and subject to Paragraph 5.9, become effective with the next monthly payment which is due after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall
be a lien as of the effective dates set forth in Paragraph 5.14, subject to Paragraph 5.9.

5.7. Initial Capital Payment. The Declarant, as the agent of the Executive Board, will collect from each initial purchaser at the time of settlement an "initial capital payment" (and not as a credit against the purchaser's liability for Common Expenses) equivalent to twice the estimated monthly assessment for Common Expenses and Limited Common Expenses, if any, for such purchaser's Unit. The Declarant will deliver the funds so collected to the Executive Board to provide the necessary working capital for the Association unless the Declarant has previously made the "initial capital payment" with respect to said Unit, in which case the purchaser must reimburse the Declarant for such "initial capital payment" to the Association, which the Association shall credit to the account of the Unit Owner who is such purchaser of a Unit from Declarant. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Executive Board may determine. The Declarant must pay the "initial capital payment" to the Association for unsold Units in each portion or phase of the Condominium created by the Declaration no later than sixty (60) days after the first Unit in that portion or phase of the Condominium shall be conveyed to a Purchaser so that the "initial capital payment" shall be made for every unit in that phase or portion within sixty (60) days after the first Unit in that phase or portion is conveyed to a Purchaser.

5.8. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.9. Rejection of Budget; Limitation of Expenditures. In the event of a rejection of a proposed budget, the Executive Board shall prepare a revised budget, which such revised budget shall be subject to the same procedures as set forth above for the original proposed budget.

5.10. Limitations on Expenditures. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of the Owners of Units to which are allocated at least two-thirds (2/3) of the Votes in the Association shall be required to borrow any sum in excess of One Thousand Dollars ($1,000.00) and to expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten percent (10%) of such aggregate amount after taking into account any projected increases in income.

5.11. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled in a single fund or held for each Unit Owner in accordance with his respective Common Expense Liability notwithstanding Paragraph 5.5. All books and records of the Association shall be kept under the direction of the Treasurer or the Manager and in accordance with customary accounting
principles and practices.

5.12. **Payment Obligations.** Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, (1) one-twelfth ($/12) of the Common Expenses including Limited Common Expenses and revised Common Expenses including Limited Common Expenses, assessed on an annual basis against his Unit in the proportions required in Article VI of the Declaration and (2) all special assessments, any other sums duly levied against the Unit pursuant to the Declaration, these By-Laws or the Act. If for any reason the Association shall revise the annual budget of the Association in accordance with these By-Laws, and subject to Paragraph 5.9, whereby the Common Expenses or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one-twelfth ($/12) of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Article VI of the Declaration.

5.13. **Interest; Acceleration.** In the event of a default by a Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of thirty (30) days, interest shall be imposed on the principal amount unpaid from the date when due until paid at a rate of interest to be established annually by the Executive Board which shall not exceed the lower of the maximum interest rate allowed by law which may be charged by the Association at such time or eighteen percent (18%) per annum. If the Executive Board shall fail to set such rate, it shall be deemed to have been set at the rate of eighteen percent (18%) per annum. The Association shall have the right to establish and impose charges for late payment of assessments.

**ARTICLE VI**

**Insurance**

6.1. **Policies.** The Association shall maintain insurance in accordance with Section 1603-113 of the Act. In addition to the foregoing, policies purchased by the Association shall provide the following:

6.1.1. **Hazard Insurance.** The blanket policy purchased by the Association shall cover all of the Property, including Common and Limited Common Elements and including fixtures, building service equipment, and common personal property and supplies belonging to the Association. Such policy shall also cover fixtures, equipment and other personal property inside individual units, whether or not part of the Common Elements. Such policy shall cover one hundred percent (100%) of the then current replacement cost of all property, including individual units. Such policy shall include the following endorsements: (a) Agreed amount and inflation guard; (b) Construction code endorsements; and, (c) Steam Boiler Coverage Endorsement providing at least Fifty Thousand Dollars ($50,000.00) coverage for each accident. Such policy shall provide for the recognition of any Insurance Trust Agreement. Such policy shall show the following as named insured: "Maxwell Woods Condominium Association, for the use and benefit of the individual Unit Owners" and must also name as a named insured any holder of a first mortgage, "its successors and assigns".
6.1.2. **Flood Insurance.** If any part of the Property is in a flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a master or blanket flood insurance policy. Such policy shall cover all buildings and other property, real or personal, located within the flood area. The amount of such insurance shall be equal to at least the lesser of (a) one hundred percent (100%) of the then current replacement cost of all property in the flood area, or (b) the maximum coverage available for the property under the National Flood Insurance Program.

6.1.3. **Liability Insurance.** Liability insurance required under the Act shall also include all areas under supervision of the Association, including commercial spaces owned by the Association even if leased to others. Such policies shall be in an amount of at least one million dollars ($1,000,000.00), or in such amount as the Federal National Mortgage Association may require. Such policy shall also include coverage for any legal liability related to employment contracts in which the Association is a party.

6.2. **Insurance Trustee.** The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property for the purpose of purchasing and maintaining the insurance described herein, the collection and appropriate disposition of the proceeds thereof with any bank or trust company authorized to do business in the State of Maine as trustee for all Unit Owners and their Mortgagees as their respective interests may appear (the "Insurance Trustee"), to hold any insurance proceeds in trust for disbursement as provided in Paragraph 6.3, the negotiation of leases and execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

6.3. **Losses; Adjustment and Payment; Insurance Trustee.** Any loss covered by the insurance policies described in Paragraph 6.1. shall be adjusted with the Association by its Executive Board, but the insurance proceeds for said loss shall be payable to the Insurance Trustee designated for that purpose as provided in subparagraph 6.2., or otherwise to the Association, and not to any Mortgagee. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. Subject to the provisions of Paragraph 6.2 and subparagraph 7.2.3, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property, and Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, the decision has been made not to repair or restore the damage as provided in Paragraph 7.1., or the Condominium is terminated.

6.4. **Memoranda, Cancellation, Additional Required Provisions.** All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owners or Mortgagee. No such insurer issuing a policy may cancel (including cancellation for non-payment of premium), substantially modify or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance
has been issued at their respective last known addressees.

ARTICLE VII
Repair and Reconstruction After Fire or Other Casualty

7.1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the Property as a result of fire, other casualty or the exercise of the power of eminent domain, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof. Such repair or restoration shall be substantially in accordance with this Declaration, the Plats and Plans and the original plans and specifications therefor unless (a) the Condominium is terminated, or (b) repair, replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units to which are allocated at least fifty-one percent (51%) of the Votes in the Association vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a Unit or assigned or allocated Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

7.2. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph 7.1.:

7.2.1. Cost Estimates. The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion substantially in accordance with this Declaration, the Plats and Plans and original building plans and specifications therefor unless other action is approved by at least sixty-seven percent (67%) in voting interest of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units which are allocated at least fifty-one percent (51%) of voting interest in the Association. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary.

7.2.2. Assessments. If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction, repair, replacement and reconstruction, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds, and any such excess costs shall be deemed a Common Expense and a special assessment therefor shall be levied by the Association.

7.2.3. Construction Fund and Disbursement. The proceeds of insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to subparagraph 7.2.2 on account of such casualty or taking, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in Paragraph 6.2 and disbursed in payment of the costs of reconstruction and repair in a manner which would normally be used by any prudent financial institution advancing construction funds. Any holder of a first
mortgage shall have the right to inspect building plans, construction schedules and contractors.

7.3. **Damage or Destruction; No Repair or Replacement.** If the entire Condominium is not repaired or replaced:

7.3.1. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect;

7.3.2. The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units, as their insurable interests may appear, and the Owners and Mortgagees of the Units to which those Limited Common Elements were assigned or allocated, as their insurable interests may appear; and

7.3.3. The remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interest may appear, in proportion to their respective Common Element Interests or the Common Element Interests subject to their respective Mortgages.

7.3.4. If the Unit Owners and their Mortgagees vote not to rebuild any Unit, that Unit's entire Allocated Interests shall be automatically reallocated upon said vote as if the Unit had been condemned and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provision of this Article VII to the contrary, Section l602-ll8 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

7.4. **Mortgagee Priority.** No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both.

**ARTICLE VIII**

**Records of Information**

8.1. **Title.** Every Unit Owner shall promptly cause to be duly recorded the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Executive Board through the Secretary or Manager. The Secretary shall maintain such information in the record of ownership of the Association.

8.2. **Availability of Information.** The Association shall make available at the Condominium to Unit Owners, lenders and the holders, insurers and guarantors of the first Mortgage on any Unit, for inspection at the Property, current copies of the Declaration, these By-Laws and the rules and regulations governing the Property and other books, records and financial
statements of the Association. The Association shall also make available to Eligible Mortgage Holders, Eligible Insurers, Unit Owners and prospective purchasers, at the cost of the person requesting the same current copies of the Declaration, these By-Laws and the rules and regulations governing the Property.

**ARTICLE IX**  
**Amendments**

Subject to the provisions of Article XIII of the Declaration governing the amendment of the Declaration, and subject also to Article IX of the Declaration governing the rights of Mortgagees, and subject to the other provisions of the Declaration, these By-Laws and of the Act, these By-Laws may be amended as follows:

9.1. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board or Association in which a proposed amendment is considered, and shall be served upon all Unit Owners and upon Eligible Insurers and Eligible Mortgage Holders.

9.2. **Resolution.** An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than twenty percent (20%) of the Votes in the Association. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with these By-Laws by the affirmative vote of at least fifty-one percent (51%) in voting interest of the Unit Owners and then executed as provided in Paragraph 9.5.

9.3. **Agreement.** In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated at least One Hundred Percent (100%) of the Votes in the Association, in which case such amendment shall become effective when signed by such Unit Owners.

9.4. **Execution.** A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the President or Treasurer and attested by the Secretary. The amendment shall be effective when such certificate and copy of the amendment are executed and certified.

9.5. **Approval of Mortgagees.** These By-Laws contain provisions concerning various rights and interests of Eligible Mortgage Holders. Such provisions in these By-Laws are to be construed as covenants for the protection of such Eligible Mortgage Holders on which they may rely on making loans secured by Mortgages on the Units. Accordingly, no amendment or modification of the By-Laws impairing or affecting such rights, priorities, amendments or interests of such an Eligible Mortgage Holder shall be adopted without the prior written consent of such Eligible Mortgage Holders as more particularly provided in the Declaration.

9.6. **Amendments to Declaration.** Either one of the President or Treasurer shall prepare, execute and record, and the Secretary shall certify, amendments to the Declaration on behalf of the Association.
ARTICLE X
Corporate Seal

11.1. Seal. The Association shall have a seal in circular form having within its circumference the words:

MAXWELL WOODS CONDOMINIUM ASSOCIATION
2019
MAINE

ARTICLE XII
Miscellaneous

12.1. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

12.2. Captions. The headings in these By-Laws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices attached to these By-Laws are for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of these By-Laws. References in these By-Laws to Articles, Paragraphs, subparagraphs and Schedules without references to the document in which they are contained are references to these By-Laws. Schedules are attached to and are an integral part of these By-Laws. Any Exhibits are attached to these By-Laws for purposes of identification only and shall not be deemed as part of these By-Laws.

12.3. Gender, Number, Etc. The use of the singular number in these By-Laws shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all gender.

12.4. Severability. The invalidity of any provisions of these By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these By-laws, and in such event, all of the other provisions of these By-Laws shall continue in full force and effect as if such invalid provisions had never been included herein.

[END of BYLAWS]
EXHIBIT C to POS

RULES AND REGULATIONS FOR MAXWELL WOODS CONDOMINIUM ASSOCIATION

The following Condominium rules and Regulations are a part of MAXWELL WOODS Condominium.

1. Each Unit will be used as a single family residence only. The maximum number of occupants per Unit shall be seven, except that the maximum may be exceeded for short visits to accommodate guests.

2. The walkways and entrances of the Buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Units. Ingress and egress to the premises is limited solely over the streets and roads shown on the Plat.

3. Unit Owners may not erect awnings, fences, signs, television antennas, clothes lines or other structures, plant or remove trees or shrubs, store trailers, boats, recreational vehicles or unregistered motor vehicles outdoors, materially alter the grading or landscaping, place outdoor furniture, potted plants, flags, louvers, or decorations, or do any other thing which affects the external appearance of the buildings or grounds including limited common areas, with the exceptions specified in 3a and 3b, below:

3a. Unit owners may place the following items on the limited common areas of their unit: appropriate outdoor furniture (chairs, benches and tables); plants in containers; and gas-fired grills. None of these items may be permanently attached to any portion of a limited common area. All such items must be compatible with the buildings' architecture. The Executive Board has the authority to ask a Unit owner to remove any items that, in its opinion, detract from the overall appearance of the buildings.

3b. The Garden Areas may be planted and tended with suitable ornamental plants and vegetables, in accordance with the limitations set forth in the Declaration.

4. Nothing shall be hung or shaken from the patios, decks or windows or placed upon the exterior windowsills of the buildings. No clothing or other personal articles shall be allowed to stand in the common elements or limited common elements other than areas designated for such use.

5. No bicycles or similar vehicles or toys or other personal articles shall be allowed to stand in the common elements or limited common elements, other than areas designated for such use. Bicycles or similar vehicles shall not be driven across lawns or on the common areas.

6. No Unit owner shall make or permit any noises that will disturb or annoy the occupants of the buildings or do or permit anything to be done on the premises which will interfere with the rights, comfort or convenience of other Unit owners.
7. Each Unit owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, windows, patios or decks thereof, any dirt or other substance.

8. Pets. The following rules and provisions shall apply for the keeping of pets at the Condominium:

(a) No dogs, cats, reptiles or other similar or larger animals shall be permitted to be raised or bred in any Unit or in the Common Elements or Limited Common Elements.

(b) In all cases, the keeping of allowed pets shall be subject to compliance with the Bylaws and these Regulations.

(c) Small, orderly dogs, cats or other household pets, are allowed to reside with their owners in Units; provided such pets are not to exceed two (2) per unit, except with the prior approval of the Executive Board.

(d) Any pet owned by a resident must be housed within the resident’s Unit and shall not be permitted to run loose or uncontrolled or be left unattended in or on the Common Elements, Limited Common Elements or any outside area, except as described below in these Rules.

(e) Pets brought outside the Unit must be leashed and attended at all times. Those persons attending pets (owners & guests) must clean up any waste left by pets on the property.

(f) A pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to: abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness; undue aggression towards persons or other pets on or off the Condominium premises; failure to maintain appropriate vaccinations and/or proper treatment of fleas, ticks or other similar pests. If, following a formal meeting and discussion with a Unit owner, any pet is declared by the Executive Board to be a nuisance, due to waste, noise, odor, or for any other reason, the Executive Board, in its absolute discretion, may impose restrictions upon the continued presence on the condominium property of any such pet. Further, if, following such formal notice and meeting, repeated offense occurs, the Executive Board may order a pet be permanently removed from the condominium property.

(g) A pet may be kept in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching; unhygienic offensiveness; undue aggression towards persons or other pets on the Condominium premises; failure to maintain appropriate vaccinations and/or proper treatment of fleas, ticks or other similar pests.

(h) All pets must be registered and inoculated as required by law and shall be registered with the Association office or Executive Board.

(i) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

(j) Pets must be leashed and attended by a responsible person. Leashes may not exceed six feet in length. This limitation does not apply when a permitted dog is within a “Dog Yard,” as described
in section 12, below.

(k) Owners of pets walked upon the common elements of the condominium must promptly clean up their pet's droppings.

(l) **Invisible Fenced Dog Yard (a “Dog Yard”).** An owner of a Unit may have up to two (2) dogs, owned by the Unit owner, which reside(s) at the Unit. A dog may be allowed outside the Unit on an area of the Common Elements described as follows, with reference to the Owner’s Unit only: the area immediately adjacent to the rear or back-side of the Unit (i.e. the opposite end from the front door/garage entry), and bounded at two sides by the two sides of the Optional Convertible Unit Area, as shown on the Plat, and extending from the rear or back-side of the Unit along a straight-line projection of such side lines for a distance of not more than 45 feet (the “Dog Yard”). (An illustration of a Dog Yard area is shown on an Exhibit maintained by the Executive Board.) The 3 sides or boundary of the Dog Yard shall have installed a fully functioning “invisible fence” installation designed to provide negative stimulus (i.e. an electric impulse or shock) to a dog within 15 feet of the perimeter fence.

(m) The Board shall have the right and authority to designate manufacturers and brands of such fencing systems that are or will be considered suitable for use at the Condominium. The invisible fence shall always be maintained in a fully functioning condition and suitable for these purposes. Failure by the Unit owner to maintain the invisible fence in such condition, or if the fence functions but is insufficient to contain the dog within the designated area, then the Board may revoke the privilege of the Owner to maintain the Invisible Fenced Dog Yard.

(n) All owners recognize that having a Dog Yard is a substantial and material imposition on all other Owners of Units. Accordingly, maintaining strict compliance with these rules and regulations is a pre-condition and a necessary condition to the privilege of maintaining a Dog Yard.

9. All garbage and refuse from the Units shall be deposited with care in receptacles intended for such purpose only at such times and in such manner as the Executive Board may direct. All disposals shall be used in accordance with instructions given to the Unit Owner by the Executive Board. Wet garbage shall be deposited in the Unit Owner's disposal rather than in the garbage containers whenever possible.

10. No radio or television aerial shall be attached to or hung from exterior of any building except by and with the prior written consent of the Executive Board. The Executive Board shall have the authority to adopt rules and regulations regarding the same that are consistent with the requirements of all Federal or State laws or regulations which pre-exempt local or private regulation of such matters.

11. The Association and its authorized agents may enter a Unit upon providing reasonable, advance notice to the Unit Owner. Advance notice will be required for all normal inspection, maintenance and/or repair work which may be the responsibility of the Association. Access or entry to a Unit will be undertaken at reasonable hours of the day for such purposes. In the event of an emergency, the Association will provide such advance notice as the circumstances may allow given the nature of the emergency. In every instance, access shall only be for a purpose permitted under the terms of the
Declaration, Bylaws or these Rules and Regulations. Each Unit Owner will provide to the Association reasonable and reliable methods of contact, including phone, electronic media and other similar platforms of methods of corresponding, including emergency contact information when available.

12. No trailers, snowmobiles, campers, motor bikes, mini bikes or the like are to be operated or utilized on the Property. No automobile belonging to a Unit owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another Unit owner’s parking space. The Unit owner's, their employees, servants, agents, visitors, licensees and the Unit owner's family shall obey these and all parking regulations, as follows: A maximum of three cars may be kept per Unit. One of the automobiles must be garaged overnight. The other automobiles, when parked overnight, must be moved to accommodate snow plowing and/or snow removal. Two visitor's cars may be parked in front of Unit owner's garage. There will be no parking in any other areas on the property.

13. The Unit owner shall not cause or permit the blowing of any horn from any vehicle in which his guests or family shall be an occupant, approaching or in the parking areas serving the buildings.

14. All damage to any Building or Common Element or Limited Common Element caused by the moving or carrying of any article therein shall be paid for by the Unit Owner responsible for the presence of such article.

15. No Unit owner shall use or permit to be brought into the buildings any inflammable oils or fluids such as gasoline, kerosene, naptha, benzene or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the prior written consent of the Executive Board.

16. Unit owners shall be held responsible for the actions of their children, guests and tenants.

17. Any consent or approval given under these Rules and Regulations by the Executive Board shall be revocable at any time.

18. Complaints regarding the service of the buildings and the Property or regarding actions of other Unit owners or the Association shall be made in writing to the Executive Board.

19. Guns and weapons of any kind shall not be discharged on the Property.

20. No felling of trees or other growth is permitted in the Common Elements or Limited Common Elements except as done by the Association for maintenance purposes.

21. The Unit owners shall do nothing to harm or disrupt and shall assist to the extent possible, the Executive Board in the proper maintenance of the drainage system in the property.
EXHIBIT D to POS
REDUCED COPIES OF PLAT AND PLANS
For reduced copies of Plat and Plans, see 8 pages at end of POS.
## Maxwell Woods Proposed Budget 38

**Condominiums**

As of June 25, 2018

### Monthly Income:

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<th>per unit</th>
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### Monthly Expenses:

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**Note:** It is not anticipated that the budget per Unit will be materially different based upon fewer than 38 Units. This budget is based upon the Declarant’s best estimate taking into account the amount of roadway, driveway and other common expenses involved as the project is developed. This budget estimate will be reviewed and updated periodically.
EXHIBIT F to POS

PUBLIC OFFERING STATEMENT
MAXWELL WOODS CONDOMINIUM
Title Matters

Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

Rights reserved in favor of William H. Bamford and Lois E. Bamford for access and for utilities within portions of the Proposed Accessway (reference Plan Book 209, Page 457) and obligation of owner of insured premises to install, sewer and utility stubs, all as set forth and reserved in the deed from William H. Bamford and Lois E. Bamford to Maxwell Woods, LLC.

Terms and conditions of a State of Maine Department of Environmental Protection Site Location Order for Maxwell Woods & Cottage Brook Multiplex Condominiums dated September 23, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34348, Page 120.

Terms, conditions, rights and easements as set forth in Drainage Easement given by William H. Bamford and Lois E. Bamford dated January 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34626, Page 280.

Rights of others in and to use of the Aster Lane right of way extending from Spurwink Avenue along the entire southerly boundary line of the above described premises being shown on a plan entitled “Boundary Survey and Private Accessway” made for Kenneth L. Maxwell by Titcomb Associates dated December 7, 2006, recorded in Plan Book 209, Page 247, based on more current survey work as depicted on a plan entitled “Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, ME for Maxwell Woods, LLC, 18 Ocean Street, Suite 3, South Portland, ME 04106” dated October 14, 2016 and revised through April 28, 2017 by Sebago Technics, Inc.

Together with applicable benefits or covenants provided in favor of Maxwell Woods LLC, as owner of the “Maxwell Woods Lands”, contained in that certain Declaration Of Restrictions Regarding Agricultural Conservation Open Space made by William H. Bamford and Lois E. Bamford in favor of the Town of Cape Elizabeth and Maxwell Woods LLC, January 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34626, Page 285.

Together with the benefit of a Drainage Easement given by William H. Bamford and Lois E. Bamford to Maxwell Woods LLC dated January 29, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34626, Page 280.

Terms and conditions of the Site and Subdivision Plan of Maxwell Woods, Spurwink Avenue, Cape Elizabeth, Maine, prepared by Sebago Technics, signed by the Town of Cape Elizabeth Planning Board on October 17, 2017, recorded in Plan Book 218, Pages 81 through 87 (the “Subdivision & Site Plan”).
EXHIBIT G

MAXWELL WOODS CONDOMINIUM
LIMITED WARRANTY

Condominium Unit No. _____. in MAXWELL WOODS Condominium

Declarant has sold to you a Unit designated above in the MAXWELL WOODS Condominium, located in the Town of Cape Elizabeth, Maine. Your Unit has been constructed in accordance with the local building code of the Town of Cape Elizabeth, Maine. This Limited Warranty Certificate describes Declarant's obligations to make such adjustments and outlines the methods for you to follow to obtain such adjustments.

I. COVERAGE AND DURATION

A. Non-Consumer Products

1. Declarant will correct any structural defect, which shall be those defects in components constituting any Unit which reduces the stability or safety of the Unit below accepted standards or which restricts the normal intended use of all or part of the structure and which requires repair, renovation, restoration or replacement, brought to Declarant's attention in writing within two years from the date hereof.

2. Declarant will correct any structural defect in the plumbing system, except operating fittings, which causes the system not to be in proper working order and which is caused by defective workmanship and materials, brought to Declarant's attention in writing within two years from the date hereof; provided that Declarant makes no representation or warranty with respect to the subsurface disposal system.

3. Declarant warrants that the Unit is, at the time of Closing, fit for habitation and that the Unit was, at the time of construction, constructed in a workmanlike manner.

B. Consumer Products

1. Declarant gives no warranty on appliances or other equipment sold with the Unit except as may be required by the statutory warranty.

2. Declarant's sole obligation with respect to items not warranted by Declarant shall be to deliver to the Unit Owner at the time of closing any manufacturers' warranties covering such appliances and equipment in the Unit except insofar as the same may be Common Elements. Declarant is not responsible for performance under manufacturers' warranties in any way.

3. Pursuant to 11 M.R.S.A. 2-725(1), the parties agree that the statute of limitations applicable to any claim for breach of warranty shall be reduced to two (2) years. The Warranty existing hereunder is not transferable unless otherwise stated.

C. Examples

1. The following are examples of non-consumer products: ducts, doors, windows, wiring, water closet, bathtub, lavatory, etc.

2. The following appliances and other equipment which may be sold with the Unit are examples of consumer products: garbage disposal, range, refrigerator, trash compactor, garage door opener and/or dishwasher.
II. DECLARANT'S RESPONSIBILITY

In the event of any defect in any item or component thereof covered by this Limited Warranty, Declarant, at its option, will repair or replace the affected item or component at no cost to the Unit Owner. Replacement items or components will be substantially comparable to those replaced, although identical colors and other features may not necessarily be available. Declarant will correct the defect in such manner as to restore the component to the condition which would have existed had the defect not been present.

III. EXCLUSIONS

A. As long as any of the following defects will not prevent the normal intended use of all or part of the Unit, this Limited Warranty does not include the following: cracks, popping nails or other effects of normal settlement; expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors or any of the components of the Unit; drainage, seepage or other water problems; normal concrete stress cracks; natural characteristics of wood (including floors and cabinetry); damage to walls and/or trim due to moving in; the lawn or plantings, including any failure due to improper or insufficient feeding, watering or maintenance of any such items; normal settling of or abusive use or excessive weight on the driveway; damage from normal settlement; defects in items installed and/or supplied by Unit Owner or anyone else except Declarant. Declarant is not responsible for Buyer’s allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house, whether or not any such allergies etc. were made known to Declarant in advance (Unit Owner assumes all obligations with respect to the same). Declarant is not responsible to roof leaks due to ice or snow covered roofs which are not timely and properly attended to during the existence of such conditions.

B. This Limited Warranty does not include: defects or smudges in painted surfaces; chipping and/or cracking of marble, granite, Formica, fiberglass, tiles or similar surfaces; defective or broken glass; or similar defects readily visible to the human eye which are not noted for correction at the time of inspection by the initial purchaser before Closing.

C. This Limited Warranty does not cover normal maintenance items or conditions resulting from wear and tear and/or misuse or neglect. This Limited Warranty does not apply where use or maintenance was contrary to the Condominium instruments or rules and regulations of the Condominium Association or where any defect results from damage by the Unit Owner or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. Furniture, wall coverings, furnishings or the like as shown in or about any model Unit are for display purposes only and are not considered a part of the Unit. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Purchasers, other than those which are a part of the Condominium Plat or Plans or the Public Offering Statement, are for display purposes only and may and need not be exactly duplicated. The Unit is being sold unfurnished and will contain only the appliances and equipment set forth in the Purchase and Sale Agreement between Declarant and Purchasers.

E. This warranty does not include any damage or loss due to the normal effects of the curing
of concrete or other similar materials used in the construction of the Unit. In particular, basement concrete walls or and floors continue to seep or weep moisture over the course of 2 or more years following construction and occupancy. Any such areas that are finished for occupancy or use may, therefore, be adversely affected by such moisture unless the owner maintains a proper level of heat and humidity control, including dehumidification, ventilation and similar measures that are designed to mitigate these conditions which occur in all new construction. Especially in circumstances where insulation and efficient windows and doors limit proper dissipation, wetness, moisture and similar conditions can occur that must be controlled by vigilance. THESE ARE NOT CONDITIONS WHICH ARE WITHIN THE CONTROL OF OR COVERED BY THIS WARRANTY BY DECLARANT. THE PROPER USE AND CARE OF THESE AREAS BY THE OWNER IS REQUIRED TO AVOID UNWANTED CONDITIONS. THE OWNER IS STRONGLY ADVISED TO REGULARLY INSPECT THESE AREAS AND TO MAINTAIN PROPER CLIMATE CONTROL DURING THIS CRITICAL TIME AFTER PURCHASING THE NEW HOME.

E. DECLARANT SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE UNIT, OTHER COMPONENTS OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A DEFECT.

IV. LIMITATION OF IMPLIED WARRANTIES

ON CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF THIS WRITTEN WARRANTY. This includes, without limitation, the implied warranties of merchantability and fitness created by Title 11 M.R.S.A. §§2-314 and 2-315 and the implied warranty of suitability created by §1604-113(b) of the Maine Condominium Act.

V. WARRANTY PROCEDURES

A. The following procedures have been established to permit maximum efficiency in administering work under warranty. Each Unit Owner had the opportunity to inspect his Unit prior to Closing. At that time a list of items needing correction in accordance with this Limited Warranty usually is prepared. Certain additional items may arise from time to time, as is normal in a new building. If any additional items arise, the procedure to be followed for correcting these items is as follows:

1. Ninety days after occupancy, if the Unit Owner has discovered defects that are covered by this Limited Warranty, in order to obtain performance of any of the Declarat's warranty obligations, a written statement of all warranty claims shall be sent to Declarat at the address shown on the attached "Warranty Inspection Form."

2. Upon receipt of the written statement, Declarat or its representative will meet the Unit Owner, inspect the Unit and list all warranted defects on the "Warranty Inspection Form," a copy of which is attached, to be signed by both the Unit Owner and Declarat or its representative.

3. Any latent defects that may be discovered subsequent to the completion
of the "Warranty Inspection Form" during the period covered by this Limited Warranty will be handled individually upon written notice from the Unit Owner to Declarant sent to the address set forth in paragraph 1 above.

B. If the Unit Owner and Declarant fail to agree upon the defects to be noted on the Warranty Inspection Form or upon the correction of such defects, Declarant will, within five days after the date of the Unit Owner's request therefore, submit the disagreement to the Project Architect for decision, and such decision shall be final and binding on Declarant and the Unit Owner. The Project Architect will render his decision based on the plans and specifications for the Unit, the Declaration and the Purchase and Sale Agreement. The charge by the Project Architect for this service will be paid one-half by Declarant and one-half by the Unit Owner prior to resolution. In the event that there is no Project Architect, then the parties agree to select an impartial, reputable, Maine licensed architect to serve in such role.

C. This Limited Warranty may be assigned by a Unit Owner to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Declarant in writing of such assignment; this Limited Warranty Certificate is not otherwise transferable. No assignment of this Limited Warranty shall extend its duration or expand the scope or coverage hereof.

VI. INTERPRETATION

Nothing contained herein shall be deemed to be in derogation of the warranty required by §1604-113(b) of the Maine Condominium Act, as amended, as of this date. This Limited Warranty shall be read or used in conjunction with the Agreement to Reduce Period of Limitations of even date herewith executed by the Declarant and Purchasers. No action taken by Declarant to correct defects shall extend this warranty. This Limited Warranty shall be governed by the laws of the State of Maine.

Dated: __________________

WITNESS:

MAXWELL WOODS LLC

______________________ By: _____________________________

______________________ Its: Manager

______________________ Purchaser:

______________________ Purchaser:
MAXWELL WOODS CONDOMINIUM
WARRANTY INSPECTION FORM

Unit Number: ______

Inspection Conducted By: _____________________________________________
(Persons at inspection)
Date of Inspection: ____________________

Listed below are all of the defects discovered to date in my (our) Unit in accordance with the terms and conditions of my (our) Limited Warranty Certificate.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

____________________
Purchaser: Purchaser:

Declarant agrees to correct the items listed above in a workmanlike manner not later than ____________________.

MAXWELL WOODS LLC

By: ___________________________
Its: Manager

MAXWELL WOODS LLC
Phone: (207) 767-2103
18 Ocean Street
South Portland, Maine
MAXWELL WOODS CONDOMINIUM
AGREEMENT TO REDUCE STATUTE OF LIMITATIONS

Unit No.: ______, MAXWELL WOODS Condominium, Aster Lane, Cape Elizabeth, ME

Declarant has sold the above Unit to the Purchaser(s) pursuant to a Unit Purchase and Sale Agreement between the Seller and the Purchaser(s). The Purchaser(s) agree with Seller, pursuant to the terms of such Agreement, as follows:

1. The six-year period during which a judicial proceeding for breach of any obligation arising under §§1604-112 and 1604-113 of the Maine Condominium Act must be commenced is hereby reduced to a period of limitations of two (2) years as permitted pursuant to §1604-115(a) of the Maine Condominium Act.

2. Pursuant to 11 M.R.S.A. 2-725(1), the parties agree that the statue of limitations applicable to any claim for breach of warranty governed by the Maine UCC shall be reduced to two (2) years. The Warranty existing under this Agreement is not transferable unless otherwise stated.

3. Except as modified hereby, the Unit Purchase and Sale Agreement between the Seller and the Purchaser(s) and any Limited Warranty Certificate issued to the Purchaser(s) by the Seller remain in full force and effect.

WITNESS:

MAXWELL WOODS LLC

______________________ By: _____________________________
Its: Manager

______________________ _________________________________

Purchaser:

______________________

Purchaser:
EXHIBIT I TO POS

Maine Attorney General Home Construction Warning

Contractors Must Include This Statement With Any Home Construction Contract for More Than $3,000

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed - Buyer Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year.

Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/pfr/pfrhome.htm.

When hiring a contractor, we recommend that you:

Seek referrals and keep good notes. The best source of references may be:
- friends
- co-workers
- independent trade contractors
- engineers
- family
- building material suppliers
- neighbors
- architects
- home inspectors
- local lenders
- banks
- contractor's existing customers

When meeting with a builder, be sure to ask for:
- Number of years in business
- Permanent business location
- Proof of general liability insurance
- Professional affiliations
- Educational designations
- List of last 5 customers
- Proof of workers’ compensation insurance for employees and liability insurance

We strongly recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

Building Codes

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

Written Contracts Are Required

For all home construction and home improvement projects over $3,000, Maine law requires a written contract
with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in Chapter 18 of the Maine Attorney General's Consumer Law Guide. Go to www.maine.gov/ag/index.php?r-clg&s=chap18.

**Be Careful with Construction Loans**

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

**Home Contractor Complaints Received by the Attorney General**

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at consumer.mediation@maine.gov. Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

**Home Contractors the State Has Sued**

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs:

- State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais)
- Default Judgment in CBS Enterprises
- State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders, Inc.
- State of Maine v. Bob Burns d/b/a Better Homes
- State of Maine v. Albert H. Giandrea d/b/a AG's Home Quality Improvements, Inc.
- State of Maine v. Al Verdone
- State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper (State of Maine v. Harold Soper) and Mikel Tuttle (State of Maine v. Mikal W. Tuttle). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

**Your Home Construction Rights**

Chapter 17 of the Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over $3,000. Go to http://www.maine.gov/ag/index

As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than $3,000, as required by 10 M.R. S.A. Chapter 219-A. For updates to this warning go to http://www.maine.gov/ag

**End Of Public Offering Statement**