

Silver Pine Condominium – Proposed Condominium and Private Road Site Plan Review Package

Date Issued: August 27, 2024



Project Title: Silver Pine Condominium – Proposed Condominium and Private Road

Owner: Silver Pine, LLC

Site Location: 197 Jenkins Road, Saco, Maine

Attachments

- A. Site Plan Application Form
- B. Project Narrative
- C. Agent Authorization Letter
- D. Condo Documents
- E. Deed
- F. Abutters within 500'
- G. Location Map
- H. FEMA Map
- I. Soils Map
- J. Site Plans

A. Site Plan Application Form

Planning Department

Saco City Hall
300 Main Street
Saco, Maine 04072-1538
Phone: (207) 282-3487



Emily Cole-Prescott, Planning Director

EPrescott@sacomaine.org

Shannon Chisholm, Assistant Planner

SChisholm@sacomaine.org

TO: Applicant
FROM: Emily Cole-Prescott, Planning Director
Shannon Chisholm, Assistant Planner

RE: Application & Process Requirements

On behalf of the City of Saco's Planning Department, we want to thank you for your interest in being a part of Saco's smart growth and development. Our Department is here to discuss potential projects and help explain the standards to navigate the processes of development in Saco. We are people-focused and strive to provide the best level of customer service to our applicants.

Planning & Development Review Committee (PDRC): The City hosts meetings two (2) times a month to review conceptual development plans for feedback about the City's regulations and ordinance standards. This is often considered the first step in the review process. To be added to an upcoming PDRC meeting, please contact the Department by emailing Planning@sacomaine.org. To review the PDRC's meeting schedule and deadline requirements, please visit the City's website at www.sacomaine.org.

Submission Requirements: To assist with assembling your application, the attached checklist is provided. We look forward to answering any questions about the requirements. Please keep in mind that the Department only accepts complete applications.

Timeline: The ordinances require that applications be submitted at least three (3) weeks before the Planning Board meeting. Saco has adopted a streamlined staff review process that allows many of the initial questions and standards to be reviewed by City Staff, therefore, we encourage you to plan for a five-week review process before the Planning Board meeting, as this will ensure time for both staff review and applicant responses. To review the Planning Board's meeting schedule and deadlines, please visit the City's website at www.sacomaine.org.

For your reference, attached are the following documents:

- Application
- Submission Requirements Checklist
- Fee Schedule



Site Plan Review Application
Saco Planning Board Review

Application # _____

Street Address of Proposed Project: _____ Tax Map & Lot: _____

Registry of Deeds Book & Page Number: _____ Zoning District: _____

Applicant: _____

Applicant's Address: _____

Applicant's Email & Phone #: _____

Architect/Engineer's Name: _____

Architect/Engineer's Email & Phone #: _____

Architect/Engineer's Address: _____

Property Owner: _____

Property Owner's Email & Phone #: _____

Property Owner's Address: _____

Area of Parcel: _____ Proposed Developed Area: _____ Proposed Height: _____

Sq. Ft. of Each Proposed Structure: _____ Proposed # of Parking Spaces: _____

Amendment to Previously Approved Plan: Yes No

Description of Proposal: _____

Signature & Application Requirements: Applications are due at least three weeks in advance of Planning Board meetings, but the Department encourages applicants to plan for five weeks before a Planning Board meeting. Staff will schedule your application for a Planning Board meeting once all reviews are complete and comments have been sufficiently addressed.



Signature of Owner/Applicant

Date

Site Plan Review Checklist

Section 179-3.01B: Submission Requirements

Applicant	City staff	Submission Requirement
<input type="checkbox"/>	<input type="checkbox"/>	A fully executed and signed copy of the application for site plan review
<input type="checkbox"/>	<input type="checkbox"/>	<p>Two copies of a site plan on paper not larger than 24 by 36 inches nor smaller than 11 by 17 inches, drawn at a scale sufficient to allow review of the items listed under the approval criteria herein, but at not more than 50 feet to the inch for that portion of the total tract of land being proposed for development.</p> <p>One electronic PDF copy of all applications materials shall be submitted via email: Planning@sacomaine.org.</p> <p>The site plan shall show the following:</p>
<input type="checkbox"/>	<input type="checkbox"/>	owner's and applicant's name and address, names and addresses of consultants who aided in preparing the plan, if any, and the name and address of the person or company leasing the property, if applicable, and, in order to establish right, title and interest, a deed, an executed lease, option, or purchase and sale agreement;
<input type="checkbox"/>	<input type="checkbox"/>	names and addresses of all abutting property owners;
<input type="checkbox"/>	<input type="checkbox"/>	sketch map showing general location of the site within the city and north arrow;
<input type="checkbox"/>	<input type="checkbox"/>	boundaries of the property and of all contiguous property under the control of the owner or applicant regardless of whether all or part is being developed at this time;
<input type="checkbox"/>	<input type="checkbox"/>	zoning classification(s) of the property and the location of zoning district boundaries if the property is located in two or more zoning districts or abuts a different zone
<input type="checkbox"/>	<input type="checkbox"/>	the location and width of all building setbacks required by the Zoning Ordinance;
<input type="checkbox"/>	<input type="checkbox"/>	the location and delineation of site elements, including: all existing and proposed buildings (including dimensions where appropriate), driveways, sidewalks, parking spaces, loading areas, open spaces, large trees, wetlands preservation measures and protection measures, stormwater control facilities, dumpsters and recycling facilities, etc.
<input type="checkbox"/>	<input type="checkbox"/>	the location and widths of nearby streets.
<input type="checkbox"/>	<input type="checkbox"/>	The location and delineation of natural resource areas, historic features and archaeological features of the site including, but not limited to floodplains, wetlands, open drainage courses, sand and gravel aquifers, scenic areas, significant wildlife habitats, habitat areas for rare and endangered plants and animals, deer wintering areas, stands of trees, stone walls, graveyards, fences, unique natural areas, historically

		significant structures or features, archaeologically significant features, or other important Unusual Natural Areas and site features
<input type="checkbox"/>	<input type="checkbox"/>	Copies of existing and proposed easements, covenants, or deed restrictions
<input type="checkbox"/>	<input type="checkbox"/>	Copies of applicable local and state approvals and permits, provided however, that the Planning Board or in the case of minor site plans the City Planner, may approve site plans subject to the issuance of specified state licenses and permits in cases where it determines that it is not feasible for the applicant to obtain them at the time of site plan review
<input type="checkbox"/>	<input type="checkbox"/>	Names and addresses and tax map and lot numbers of all property owners within six hundred (600) feet of the applicant's property if it is located in the RC, I, LDR, MDR, SR, WR or RPOD Zoning Districts, or within two hundred (200) feet when the applicant's property is located in the SI, HB, CE, HDR, MB, GB, PR or BI Zoning Districts
<input type="checkbox"/>	<input type="checkbox"/>	For site plans in which ten thousand (10,000) square feet of impervious surface will be created, a storm water drainage plan, prepared by a registered Maine Professional Engineer, showing:
<input type="checkbox"/>	<input type="checkbox"/>	the existing and proposed method of handling storm water run-off;
<input type="checkbox"/>	<input type="checkbox"/>	the direction of flow of the run-off through the use of arrows;
<input type="checkbox"/>	<input type="checkbox"/>	the location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewer engineering calculations used to determine drainage requirements based upon the 2, 10, 25 and 50 year 24 hour storm event that show the predevelopment and post-development runoff rates. If the post-development runoff rate exceeds the predevelopment runoff rate on-site mitigation measures, such as detention basins or flow restrictors, shall be required unless a drainage plan prepared by a Maine registered engineer demonstrated that the increase has no adverse impact to the downstream conditions
<input type="checkbox"/>	<input type="checkbox"/>	Existing and proposed topography of the site at two (2) foot contour intervals, or such other interval as the Board may determine
<input type="checkbox"/>	<input type="checkbox"/>	A utility plan showing provisions for water supply and wastewater disposal including the size and location of all piping, holding tanks, leach fields, and showing the location and nature of all electrical, telephone and any other utility services to be installed on the site
<input type="checkbox"/>	<input type="checkbox"/>	A landscape plan, with a planting schedule keyed to the site plan and indicating the varieties and sizes of trees, shrubs and other plants to be planted on the site
<input type="checkbox"/>	<input type="checkbox"/>	A standard boundary survey by a registered land surveyor showing the location of all property lines. The Board may waive the requirement of a boundary survey when sufficient information is available to establish, on the ground, all property boundaries

<input type="checkbox"/>	<input type="checkbox"/>	The location, size and character of all signs
<input type="checkbox"/>	<input type="checkbox"/>	A waste disposal plan describing how all solid waste will be handled on site, how it will be removed from the site, the disposal facilities to which it will be transported, and, if the waste is of an unusual nature, information indicating that a suitable disposal facility will accept the waste. For businesses which use industrial chemicals and produce hazardous waste, the name, amount, and nature of all chemicals used, and the manner of disposal of all chemical, hazardous and industrial wastes
<input type="checkbox"/>	<input type="checkbox"/>	A medium intensity soils map of the site. The Board may require a high intensity soils map if issues of water quality, wetlands, or other natural constraints are noted
<input type="checkbox"/>	<input type="checkbox"/>	For projects which will create over ten thousand (10,000) square feet of impervious surface, a plan showing the methods of controlling erosion and sedimentation both during and after construction, including a written description of these methods and a schedule for implementing them in accordance with the requirements of the York County Soil and Water Conservation District
<input type="checkbox"/>	<input type="checkbox"/>	An estimate of the amount and type of traffic generated daily and at peak hours. For sites that generate more than four hundred (400) vehicle trips per day, a traffic impact analysis, prepared by a registered professional engineer with experience in traffic engineering and transportation, shall be submitted. The analysis shall show, at a minimum, existing traffic volumes, proposed traffic generation, proposed access, types of vehicles expected, effect on level of service within the study area, sight lines, and accident history in the study area. The report will recommend improvements both on site and off site to meet the requirements of this ordinance.
<input type="checkbox"/>	<input type="checkbox"/>	A hydrogeologic assessment may be required by the Board for projects in which groundwater quality is a concern. Such instances include, but are not limited to, sites: A. Over a sand and gravel aquifer; B. Not served by public water or sewer; C. Where the depth to groundwater is less than 48 inches; D. In soils rated by the SCS Soil Survey as poor or very poor for subsurface septic systems; E. In coarse soils categorized as having “severe” limitations for septic systems; F. Where a septic system of over 2000 gallons per day is proposed
<input type="checkbox"/>	<input type="checkbox"/>	When a hydrogeologic assessment is submitted, the assessment shall contain at least the following information: A. A map showing the basic soil types; B. The depth to the water table at representative points throughout the lot; C. Drainage conditions throughout the project;

		<p>D. Data on the existing ground water quality, from test wells in the project or from existing wells on neighboring properties;</p> <p>E. A map showing the location of any subsurface wastewater disposal systems and drinking water wells within the project and within 200 feet of the project boundaries;</p> <p>F. An analysis and evaluation of the effect of the project on ground water resources. In the case of residential developments, the evaluation shall, at a minimum, include a projection of post development nitrate – nitrogen concentrations at any wells within the project, at the project boundaries, and at a distance of one thousand (1,000) feet from potential contamination sources, whichever is a shorter distance. Projections of ground water quality shall be based on the assumption of drought conditions (assuming 60% of annual average precipitation).</p>
<input type="checkbox"/>	<input type="checkbox"/>	<p>If the project is subject to the stormwater quality standards of Section 230-1202, a stormwater quality management plan that includes the following:</p> <p>A narrative describing how the site is oriented within the watershed, identifying downstream waterbodies including wetlands, and addressing the potential effects of site runoff. The narrative shall identify and discuss the stormwater treatment methods proposed to be used on the site.</p> <p>A plan showing relevant existing contours, proposed contours, existing and proposed sub-watersheds, proposed topographic features, and existing and proposed site features including buildings and other facilities, natural and manmade drainageways, streams, channels, culverts, catch basins, and stormwater treatment facilities. The plan shall include detail drawings of the stormwater Best Management Practices proposed to be used and the location of both structural and non-structural BMPs.</p> <p>Calculations demonstrating that the proposed stormwater treatment facilities will meet the standards of Section 230-1204.</p> <p>A stormwater facilities management plan which sets forth the types and frequencies of proposed maintenance activities needed to maintain the efficiency of the stormwater treatment facilities and which identifies the party that will be responsible for carrying out each maintenance activity and for submitting the Annual Maintenance Report and the proposed institutional arrangements that will assure that all maintenance occurs as proposed.</p>

<input type="checkbox"/>	<input type="checkbox"/>	A lighting plan, prepared by a qualified lighting professional, showing at least the following at the same scale as the Site Plan:
<input type="checkbox"/>	<input type="checkbox"/>	The location of all buildings, landscaping, parking areas, and proposed exterior lighting fixtures; Specifications for all proposed lighting fixtures including photometric data, designation as “cut-off” fixtures, Color Rendering Index (CRI) of all lamps (bulbs), and other descriptive information on the fixtures; The proposed mounting height of all exterior lighting fixtures; Analyses and illuminance level diagrams or photometric point by point diagrams on a twenty foot grid showing that the proposed installation conforms to the lighting level standards of this ordinance together with statistical summaries documenting the average illuminance, maximum illuminance, minimum illuminance, average to minimum uniformity ratio, and maximum to minimum uniformity ratio for each parking area, drive, canopy, and vehicle sales or storage area; and Drawings of all relevant building elevations showing the fixtures, the portions of the walls to be illuminated, the illuminance levels of the walls, and the aiming points for any remote light fixtures.
<input type="checkbox"/>	<input type="checkbox"/>	Any proposed land use activity involving structural development or soil disturbance on or adjacent to sites listed on, or known by the City to be eligible to be listed on the National Register of Historic Places shall be submitted by the applicant to the Maine Historic Preservation Commission and the Saco Historical Preservation Commission (as appropriate) for review and comment prior to action being taken by the permitting authority. The permitting authority shall consider comments received from the Commissions prior to rendering a decision on the application
<input type="checkbox"/>	<input type="checkbox"/>	A design analysis demonstrating how the project conforms to the design standards of §179-5.03, including any district-specific additional requirements. This analysis must address each of the applicable design standards and allow the Planning Board to determine if each standard has been met. The analysis must provide information about the proposed development and the characteristics of neighboring properties and the adjacent neighborhood and an analysis demonstrating how the proposed development meets the standards. This analysis should include plans, building elevations, visual simulations, and a narrative as appropriate to document conformance with the standards.

Design Review Submission Requirements
Article V Section 179-5

Applicant	City staff	Submission Requirement
<input type="checkbox"/>	<input type="checkbox"/>	The plans shall include line drawings of all sides of the building or buildings

<input type="checkbox"/>	<input type="checkbox"/>	The proposed exterior construction materials shall be indicated, including but not limited to siding materials and roofing materials
<input type="checkbox"/>	<input type="checkbox"/>	Line drawings that demonstrate the style and design of windows and doors proposed for the building or buildings shall be submitted
<input type="checkbox"/>	<input type="checkbox"/>	The plans shall include line drawings of all proposed accessory structures, including but not limited to canopies, storage buildings, fenced enclosures, and maintenance buildings
<input type="checkbox"/>	<input type="checkbox"/>	If the applicant is or represents a corporate entity that operates businesses of a similar nature in locations beyond Saco, representative color photographs of existing structures identical or similar to that proposed in Saco shall be submitted

If property is located on sewer, please complete the IWS Form.

Waiver Requests

If you are asking for a waiver, please indicate the type of waiver and the reason for the waiver request. The Board reviews the application and waiver requests uniquely to each project, so the request should clearly demonstrate the unique aspect of the project.

Waiver Request #1: Section 230-_____ : _____

Waiver Request #2: Section 230-_____ : _____

Waiver Request #3: Section 230-_____ : _____

Waiver Request #4: Section 230-_____ : _____

Waiver Request #5: Section 230-_____ : _____

B. Project Narrative



189 Main Street, Suite 200
Yarmouth, ME 04096

August 27, 2024

Saco City Hall
300 Main St.
Saco, ME 04072

**RE: Silver Pine Condominium
Site Plan Review Application**

Dear Planning,

Trillium Engineering Group (TEG) is providing this project narrative for the proposed project located at 197 Jenkins Road (Tax Map 91, Lot 9) in the WR (West Residential) zone. The project proposes an extension to the existing private driveway along with a proposed condominium building on the lot.

The existing site is currently a vacant lot with no formal right of way. Test pits were performed on this site in an approximate area of a proposed disposal area. There are also wetlands found on the site, including areas in which disturbance is proposed. This will be addressed with the respective environmental agencies.

The project proposes a 48' x 52' duplex on the aforementioned lot along with an extension of the existing private driveway – known as "Silver Pine Drive". Initial comments from the City indicated the need for a private road application to ensure the existing conditions of the private way meet standards in order to lengthen it. This is currently in process and the existing private driveway will be assessed in order to verify that it meets City standards, once verified the applicable submission criteria will be submitted. As previously mentioned, there are wetlands found on the site and within the disturbance area, wetland area disturbance is unavoidable and, if deemed necessary by the environmental agencies, permit applications will be filed to satisfy those requirements. The placement of the proposed duplex meets all setback requirements for the WR zone.

Due to the amount of wetland disturbance, approximately 6,300 s.f., Trillium Engineering group is submitting for permits with the State of Maine DEP and the Army Corps of Engineers. Once those permits have been approved, evidence of the approval will be sent to the Town of Saco planning department.

There is currently a road maintenance agreement filed with the Town of Saco for the existing driveway and condominiums. This agreement will be revised and submitted to the town.

Thank you for taking the time to review this. Please see all attached documentation and drawings for additional information. Should you have any future questions or require any additional information, please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Dube', is written over a light blue horizontal line.

Eric Dube, PE
Trillium Engineering Group

C. Agent Authorization Letter



189 Main Street, Suite 200
Yarmouth, ME 04096

August 22, 2024

To Whom It May Concern:

We hereby authorize

Trillium Engineering Group
189 Main Street
Yarmouth, ME 04096

As our agent to act on our behalf in all matters relating to all town/city processes required for the proposed project located at 197 Jenkins Road in Saco, ME.

This certification commences on the date of signing and is valid for two years from August 22, 2024 to August 20, 2026.

This certificate will become null and void unless it is agreed between both parties to make an extension.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Dube', written over a light gray rectangular background.

Eric Dube, P.E.
Trillium Engineering Group

A handwritten signature in blue ink, appearing to read 'Eric Dube', written over a light gray rectangular background.

Signature of Owner
Five Star Holdings, LLC

A handwritten signature in black ink, appearing to read 'Eric Dube', written over a light gray rectangular background.

Signature of Agent
Eric Dube, P.E.

D. Condo Documents

DECLARATION OF CONDOMINIUM
OF
SILVER PINE 1 CONDOMINIUM
SACO, MAINE

This Declaration is made on _____, by Silver Pine 1 LLC, a Maine limited liability company with a place of business in Saco, Maine (the "Declarant"), as the owner in fee simple of the Real Estate hereinafter described.

ARTICLE 1
SUBMISSION

Section 1.1. Property. Declarant, the owner in fee simple of the Real Estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") situated in the City of Saco, County of York and State of Maine, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Maine Condominium Act, 33 M.R.S.A. §§1601-101 through 1604-118, as the same may be amended from time to time (the "Condominium Act" or "Act").

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

Silver Pine 1 Condominium
197 Jenkins Road
Saco, Maine 04072

Section 1.3. Creation of Units. Declarant hereby creates two (2) units, being Units 1-1 and 1-2 (individually, a "Unit" and collectively, the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plan. Reduced copies of the Plat and Plan are attached hereto as Exhibit C.

Section 1.4. Master Association. The Condominium shares the certain elements, such as roads, utilities, and recreational facilities (the "Shared Elements"), with the other residential properties along Silver Pine Way, Saco, Maine (the "Silver Pine Neighborhood"). The Master Declaration creates easements over all of the Shared Elements for all of the properties in the Silver Pine Neighborhood and gives the owners of properties within the Silver Pine Neighborhood the right to use those Shared Elements, and creates a mechanism for the shared use and cost of maintaining those Shared Elements. The Master Declaration also creates the Association to administer the Common Elements outlined herein and the Shared Elements through its Executive Board, and as the Association for this Condominium. The Master Declaration describes the manner in which owners of the properties within the Silver Pine Neighborhood will elect Directors to the Executive Board of the Association. The assessments owed to the Association are obligations of individual Owners, but they will be collected by the Association for administrative ease, and included in the annual budget for the Association. In addition to the Shared Elements, there are some shared utilities throughout the Silver Pine Neighborhood (the "Shared Utilities"). The Association will also collect from the Unit Owners the separate utility assessments for the Shared Utilities payable by Unit Owners. Except as otherwise provided herein, the Association is responsible for the maintenance, repair and replacement of the Common Elements and the Shared Elements.

ARTICLE 2
DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans; otherwise, they shall have the meanings specified or used in the Condominium Act.

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

(1.) “Assessment” means the Owner’s share of the anticipated Common Expenses, for the Association’s fiscal year as reflected in the budget adopted by the Executive Board for such year.

(2.) “Association” means the Owners Association of the Condominium, which is known as Silver Pine Condominium Association, a Master Association pursuant to Section 1602 of the Act.

(3.) “Buildings” (or in the singular, a “Building”) means any structure or other improvement now or hereafter constructed on the Property.

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

(5.) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property either described in the Condominium Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements.

(6.) “Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(7.) “Condominium” means the Condominium described in Section 1.1. above.

(8.) “Condominium Documents” means the Declaration, Plats and Plans, Bylaws and any Rules and Regulations adopted by the Executive Board from time to time.

(9.) “Declarant” means Silver Pine 1, LLC, its successors and assigns.

(10.) “Declaration” means this document, as the same may be amended from time to time.

(11.) “Development Rights” means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time.

(12.) “Eligible Mortgage Holder” means the holder of a recorded first mortgage on a Unit, which has requested the Association in writing to notify it of actions by the Association requiring the consent of Eligible Mortgage Holders under this Declaration.

(13.) “Executive Board” means the Executive Board of the Association.

(14.) “Insurance Trust Agreement” means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 15.3 hereof.

(15.) “Insurance Trustee” means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(16.) “Limited Common Elements” (or in the singular, a “Limited Common Element”) means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements.

(17.) “Limited Common Expenses” means (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element or which shall be assessed against the Units to which that Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Executive Board may periodically determine, and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act.

(18.) “Manager” or “Managing Agent” means the agent of the management company appointed by the Association to manage the Condominium.

(19.) “Master Declaration” means that certain Declaration of Covenants, Conditions, and Restrictions of the Silver Pine Condominium Association dated _____ and recorded in the York County Registry of Deeds in Book _____ and Page _____.

(20.) “Mortgagee” means the holder of any recorded first mortgage encumbering one or more of the Units.

(21.) “Owner” means a record owner of a Unit, but does not include a person or entity having an interest in a Unit solely as security for an obligation.

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

(23.) “Property” means the Property described in Section 1.1. above.

(24.) “Plats and Plans” means the Plats and Plans recorded herewith as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit C.

(25.) “Record” means to record in the Registry of Deeds in the county in which the Real Estate is located.

(26.) “Rules and Regulations” means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(27.) “Special Assessment” means an Owner’s share of any assessment made by the Executive Board in addition to the Assessment.

(28.) “Special Declarant Rights” means those rights defined in Section 1601-103(25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easements through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(29.) “Unit” means a physical portion of the Condominium created by this Declaration or

any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

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

ARTICLE 3 **UNIT BOUNDARIES**

Section 3.1. Unit Boundaries. The boundary lines of each Unit are as shown on the Plats and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The boundary lines of each Unit are as shown on the Plats and Plans and are formed by the following planes:

- (1) The Unit-side surface of the masonry portion of such exterior walls of the Building as are adjacent to such Unit;
- (2) The Unit-side surface of the non-masonry portion of such exterior walls of the Building as are adjacent to such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
- (3) The Unit-side surface of the interior walls and partitions of the Building that separate such Unit from adjoining Units or Common Elements, the Unit to include the thickness of the finish material such as plaster or drywall;
- (4) The Unit-side surface of furring around utility shafts, structural columns and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
- (5) The Unit-side surface of ceilings and furring under and around (i) wood, steel, or other structural members and (ii) utility lines, ducts and cables, the Unit to include the thickness of the finish material such as plaster or drywall;
- (6) The Unit-side surface of the floor of such Unit, the Unit to include the thickness of the finish material such as carpet, ceramic or resilient tile or hardwood;
- (7) The Unit-side surface of the sash of windows that are set in the exterior walls of such Unit, the interior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as paint; and
- (8) The interior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material such as paint.

(b) Each Unit consists of all portions of the Building in which it is located within the aforesaid boundary lines, except the air space displaced by (i) structural members and load bearing partitions, not including the thickness of the finish material such as plaster or drywall, within or passing through such Unit, which members and partitions are deemed to be Common Elements and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipers under which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space

enclosed by such boundary lines; (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit; (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (4) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures, and screens and storm windows, which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements; (5) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls, and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit; (6) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit; (7) surface mounted and recessed cabinets including, by way of illustration and not limitation, all associated lighting fixtures and accessories.

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

Section 3.2. Maintenance Responsibilities.

(a) The Association, through the Executive Board, shall be responsible for maintenance, repair and replacement of the Common Elements; provided, however, that if damage is inflicted on the Common Elements by any Unit Owner, such Unit Owner's family, guests, tenants, or invitees, such Unit Owner shall be liable for the prompt repair thereof. The Executive Board, in its discretion, may provide the maintenance and other services described in this Section 3.2.(a) either through its own employees or through independent contractors or both. Notwithstanding anything contained herein to the contrary, the Executive Board shall be responsible for all snow plowing and clearing of the roadways and driveways contained on the Common Elements, repair and maintenance of the stormwater system, maintenance of the water, electrical, and sewer systems located within the Common Elements, maintenance of the landscape buffers and undeveloped land. The cost of the provision of such services shall be a Common Expense.

(b) All maintenance, repair, and replacement of the Limited Common Elements allocated to each Building by the terms of this Declaration, the Act, or otherwise as designated on the Plats and Plans (the "Duplex LCEs") shall be the sole cost and responsibility of the respective Owners that hold title to the Units within the applicable Building to perform and complete; provided, however, that: (i) any such maintenance or repairs made by any Owner shall be done in a workmanlike manner with building materials of first rate quality and shall be compatible and consistent with the architectural design and overall quality and appearance of the Condominium and existing buildings; (ii) the Association shall have the right to require any Owner to engage the Association to perform all or part of any such maintenance or repair; and (iii) in the event that an Owner shall fail to reasonably perform any maintenance or repairs required for the Duplex LCEs as determined by the Declarant during the Period of Declarant Control, or thereafter as determined by the Association, the Association shall have right, but not the obligation, to perform such maintenance and repairs and any related costs, expenses, and professional fees (including reasonable attorneys fees) relating thereto shall be the sole liability and expense of the Owner. The Unit Owner shall be responsible for maintenance, repair and replacement of any Limited Common Elements as defined herein.

(c) Each Unit Owner is responsible for maintenance, repair and replacement of his Unit as described in Section 3.1. Each Unit Owner shall afford to the Association and other Unit Owners, and to their agents and employees, access through his Unit and the Limited Common Elements allocated to his Unit reasonably necessary for the maintenance, repair and replacement of any Common Elements appurtenant to his Unit and the Limited Common Elements if ever necessary. Each Unit Owner shall perform promptly all

maintenance and repair work on the owner's Unit and Limited Common Elements, including all improvements to the Unit and all landscaping, yard care, snow removal (related to the Limited Common Elements), and grounds maintenance in the Limited Common Elements appurtenant to such Unit; provided, however, that the Association may maintain, repair, or replace such Limited Common Elements if the Executive Board shall determine, within its sole and reasonable discretion, that a Unit Owner or Unit Owners have neglected the responsibilities set forth herein and shall assess as a Limited Common Expense associated with such 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 item giving rise to the expense shall be for the benefit of that Unit only.

(d) Sewer, water service, electric, telephone, cable, internet, and natural gas service, if any, will be separately metered, and each Unit Owner will be responsible for the sole cost of such services furnished to his Unit including the cost of maintenance, repair, or replacement of any gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), internet wires, equipment, and facilities, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on his Unit .

(e) Vehicle and pedestrian access to the Units shall be via an easement over an existing driveway extending from Jenkins Road to the Property. The Association shall maintain and ensure the free operation of the private driveway shown on the Plats and Plans as the "Silver Pine Way."

Section 3.3. Relocation of Unit Boundaries; Subdivision. Relocation of boundaries between Units will not be permitted.

ARTICLE 4
DESCRIPTION AND ALLOCATION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1. Description of Common Elements. The Common Elements shall consist of all of the Property except the individual Units, The Common Elements are shown on the Plats and Plans and are defined in the Act. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents, including, but not limited to, any Rules and Regulations adopted by the Executive Board from time to time.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings and Property defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3. hereof. Those portions of the Limited Common Elements serving only the Unit or Units adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit or Units which they serve.

Section 4.3. Specified Limited Common Elements. The following portions of the Buildings or the Property are hereby designated as Limited Common Elements: those improvements, if any, which are not part of the Unit but which are adjacent to and serve only such Unit; the ground under the concrete slab appurtenant to a Unit; and the air space above the Unit, which is appurtenant to the Unit, is hereby designated as a Limited Common Element allocated only to that Unit.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans.

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

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 5

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 5.1 Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 5.2 Common Expenses. The liability of each Unit Owner for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit B, and as such shall be determined by the same formula by which the Percentage Interest is determined.

Section 5.3 Allocation of Owner's Voting Rights. Each Owner shall be entitled to one vote for each Unit owned by him to permit equality among Units.

ARTICLE 6

MANAGEMENT

Section 6.1 Managing Agent. The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than 60 days nor more than 90 days written notice and shall be cancelable by the Executive Board with cause upon not less than 30 days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 6 for such agreements negotiated by the Association and shall not exceed one year, but may be renewed upon consent of the Association.

ARTICLE 7

EASEMENTS

Section 7.1 Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or

leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 7.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), internet wires, equipment, and facilities, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 7.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of a Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, cables, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads or utilities, and for other purposes necessary for the proper operation of the Condominium.

(c) Until it has conveyed all Units in the Condominium to other Owners, the Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 7.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. If it exercises this easement, the Declarant shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, attics, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress

and egress to his Unit.

(e) Until the expiration of any applicable warranty period, the Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

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

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

(3) For the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements.

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

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize

any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 7.1(i)(1) and the following Section 7.1(i)(2) or both;

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

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

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 7.2. Reservation of Easement Rights. Until any construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

ARTICLE 8

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

Section 8.1. Use. The following restrictions shall apply to the use of the Condominium:

(a) The Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. Any amendment to this section shall require prior approval of the City of Saco.

(b) No Owner may obstruct the Common Elements in any way, except as may be set forth above. No Owner may store anything in or on the Common Elements (including but not limited to the attics or other storage area) without the prior written consent of the Executive Board.

(c) No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(g) Except as otherwise provided herein, no Unit shall be altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved in writing by a majority vote of the Executive Board of the Association.

(h) Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a Unit, subject to such reasonable Rules and Regulations as established from time to time by the Executive Board, and to local and state ordinance, statutes and regulations, and ordinances. In any event all pets and animals shall be restrained so as not to become noisome, bothersome a nuisance or offensive to other persons, as determined by the Executive Board. No dogs shall be permitted outside of a Unit except on a leash attended by a responsible person or except in "off-leash" area(s), if any, that may be designed from time to time by the Executive Board or in areas that have been fenced in by a Unit Owner. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations. The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time, including the number of pets that may be kept by a Unit owner. In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety and quiet enjoyment of the Property notwithstanding prior notices thereof, to the Unit owner upon notice and opportunity to be heard, the Executive Board may expel any offending pets and animals from the Property. A Unit owner shall be liable to the other Unit owners for any damage to personal property caused by any pets or animals kept at the Condominium by such Unit owner.

Section 8.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) Any rental of any Unit shall be accomplished by a written form of rental agreement or lease (i) requiring the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) providing that failure to comply therewith constitutes a default under the rental agreement or lease; and (iii) providing that the Executive Board has the power to terminate the rental agreement or lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder in the event of a default in the observance of the terms of the lease or rental agreement.. Each Unit Owner of a Unit shall, promptly following the execution of any lease or rental agreement for a Unit, forward a conformed copy thereof to the Executive Board. This Section shall not be construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a Unit so acquired by the Mortgagee or

the Association's right to grant easements, licenses, leases and concessions of, through, or over the Common Elements.

(c) A voluntary transfer shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

(d) All Unit Owners other than the Declarant must comply with Section 1604-108 of the Act. Except as provided in the Act and this Section, there are no other restrictions governing the voluntary transfer of a Unit.

(e) This Section 8.2. shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell a Unit so acquired by the Mortgagee.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

Section 9.1. Description of Rights. In addition to the easement rights reserved in Article 7, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes; and

(c) Until the marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, to maintain models and sales offices and to exercise the easements as set forth in Article 7 hereof, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act.

Section 9.2. Exercise of Rights. The exercise of the Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act.

Section 9.3. Amendment. Until the sale of all Units in the Condominium to parties other than the Declarant, this Article 9 shall not be amended without the written consent of the Declarant duly recorded in the Registry of Deeds in the county in which the Real Estate is located.

Section 9.4. Renunciation of Development Rights. Notwithstanding anything in this Declaration to the contrary, the Declarant does not intend to, and does not, reserve any Development Rights or any power to make the condominium part of a larger condominium, group of condominiums, or other real estate. To the extent that any other provision of this Declaration conflicts or is inconsistent with the intent expressed by this Section, the intent expressed by this Section shall control, and this Declaration shall be construed in a manner consistent with this expressed intent.

ARTICLE 10

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 10.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Acts or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 10.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 11

EXECUTIVE BOARD OF THE ASSOCIATION

Section 11.1. Members.

(a) The initial Executive Board shall consist of three members who are members of the Association. The members of the initial Executive Board shall be appointed by the Declarant.

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

Section 11.2. Disputes. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 11.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 11.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or

remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 12
LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another 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;

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

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

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such 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;

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

(f) Shall have no personal liability arising out of the use, misuse or 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.

Section 12.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 12.2 shall

be paid by the Association on behalf of the 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 Owners or otherwise.

Section 12.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 12.4. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 12.3. hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Unit.

ARTICLE 13

ASSESSMENTS; LIABILITY OF OWNERS

Section 13.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, as set forth in this Declaration such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association (the "Working Capital Fund"). The Working Capital Fund shall be funded as a part of the Common Expenses.

Section 13.2. Assessments for Limited Common Expenses. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board shall determine. If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against all the Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine. If a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, that Limited Common Expense shall be assessed against only the Units to which that Limited Common Element is allocated in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board shall determine.

Section 13.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and

proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and payable in the manner and on the date set forth in the notice thereof.

Section 13.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Unit, shall pay all Assessments levied by the Association. Except as set forth in Section 13.2 with regard to Limited Common Expenses, liability for such Assessments shall be determined in accordance with the formula set forth in Exhibit B hereto. They shall be due and payable in such manner as shall be determined by the Executive Board from time to time. Until the first Common Expense Assessment made by the Association, the Declarant shall pay all the Common Expenses. Penalties for delinquent assessments may be set forth in the Rules and Regulations of the Condominium.

Section 13.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 13.3. hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess shall be refunded to the Owners, credited against future Assessments, or retained by the Association for reserves.

Section 13.6. No Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 13.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 13.8. Liability of Purchaser for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. However, a lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer.

Section 13.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before or after such Assessments, fee, charge, late charge, fine or interest was due.

Section 13.10. Surplus. The Budget of the Association shall set forth General Common Expenses.

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

Section 13.11. Initial Capital Payment. Declarant, as the agent of the Executive Board, will collect from each initial purchaser of a Unit 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 for deposit into the Working Capital Fund unless the Declarant has previously made the "initial capital payment" with respect to said Unit, in which case, the initial capital payment shall be used to reimburse the Declarant for its initial capital payment to the Association. The Declarant must pay the "initial capital payment" to the Association for unsold Units of the Condominium no later than one hundred twenty (120) days after the first Unit of the Condominium shall be conveyed to a purchaser so that the "initial capital payment" shall be made for every Unit within one hundred twenty (120) days after the first Unit is conveyed to a purchaser.

Section 13.12. Move-In Fee. Each subsequent purchaser(s) of a Unit (following the initial purchaser of a Unit), and any lessee or sublessee of a Unit, shall be subject to a \$250 move-in fee payable to the Association. Such funds so collected shall be deposited into the Working Capital Fund, and may be used, from time to time, to repair and maintain any damage or wear and tear to the Common Elements directly attributable to Unit owners' and/or lessee or sublessee's moving in and/or out of the Condominiums.

ARTICLE 14 **RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS**

Section 14.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 14.2. Rights of Eligible Mortgage Holders.

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

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

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

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

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

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Condominium Act, or of any condemnation

proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of a proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof 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 that will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium 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 that cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(8) The levying of any Special Assessments;

(9) The imposition or alteration of any restrictions on the creation, use or alienation of Units;

(10) The acceptance or rejection of any capital expenditure or borrowing by the Association, if permitted by the Bylaws;

(11) The award of compensation to an Executive Board member if permitted by the Bylaws;

(12) The acceptance of a new management agreement or a material revision to the then existing management agreement; and

(13) The taking by the Executive Board, or the formal consideration by the Executive Board of any proposal to take, any action pursuant to Section 11.3 of the Declaration.

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), (5), (9), (12), or (13) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

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

Section 14.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall

not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 14.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 14.5. Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 15 **INSURANCE**

Section 15.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 15.2 hereof. The insurance maintained by the Association shall cover the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of conveyance of the Unit by the Declarant or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by an Owner and all other personal property of the Owner. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to 100% of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or 1% of the policy face amount. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be "Association of the owners of School Street Condominium, for the use and benefit of the individual owners", or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming each Mortgagee of a Unit, its successors and assigns. If the Executive Board fails within 60 days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance insurance, including medical payments insurance, complying with the requirements of Section 15.2 hereof, insuring the Owners, in their capacity as

Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a “severability of interest endorsement” or equivalent coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 15.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association’s liability policy or policies.

(c) Such worker’s compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 12.2. hereof, if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

(e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of 100% of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$5,000 or 1% of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

(f) Blanket fidelity bonds naming the Association as obligee and covering any person who handles or is responsible for funds held or administered by the Association, regardless of whether such person receives compensation for such services. In the event that the Association employs a professional experienced managing agent in accordance with Article 6 of this Declaration, such management agent shall maintain a fidelity bond covering itself, naming the Association as an additional obligee and including the same provisions required by this Article 15 for fidelity bonds maintained by the Association. The fidelity bond maintained by the Association or the management agent, as the case may be, shall cover the maximum funds that will be in the custody of the Association or the management agent, as the case may be, at any time while such bond is in force; provided however, that such fidelity bond coverage must at least equal the sum of three months’ Common Expense Assessments for all Units in the Condominium, plus the Association’s reserve fund. Such fidelity bonds may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least 10 days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners and every other party in interest who shall have requested such notice of the insurer.

Section 15.2. Required Provisions. Insurance obtained by the Association shall be in accordance

with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 15.1.(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

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

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

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

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 15.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

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

(2) The insurer waives its right to subrogation under the policy against any Owner or members of his household;

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

(4) If at the time of a loss under such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

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

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

(7) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least 30 days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every

other party in interest who shall have requested such notice of the insurer;

(8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 15.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Section 15.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 15.5. Owner Insurance. Owner Insurance. Each Owner of a Unit shall be required to keep the Unit, associated Duplex LCE's, and improvements and property insured against loss, replacement, or damage by fire, the perils against which insurance is afforded by the extended coverage endorsement, and such other risks and perils as the Association, in its discretion, may reasonably require from time to time. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as the Association may require, and shall be issued by a company or companies approved by the Association, with loss payable to the Owner and the Association, its successors and assigns, and shall, at the request of the Association, provide for payment of the full replacement value of the Unit in lieu of a specified sum, which may be evidenced by any agreed amount or similar affirmative statement from any insurer. Such policy or policies also maintain comprehensive liability insurance for personal injury and property damage, with contractual liability endorsement, in such amounts and coverages as the Association may reasonably require from time to time; provided, however, that the amount of any such liability insurance shall be not less than One Million Dollars (\$1,000,000.00) with respect to any single bodily injury (including death) or single instance of property damage, and not less than One Million Dollars (\$1,000,000.00) with respect to any accident involving more than a single bodily injury or more than a single instance of property damage, or such greater amounts as the Association may reasonably require. Upon request by the Association, the Unit Owner shall deliver certificates of insurance, addressed to the Association, satisfactory in form and content to the Association, evidencing such public liability insurance for personal property and property damage insurance, together with a copy of the underlying policy if requested in writing by the Association. The policies for such public liability, personal injury, and property damage insurance shall name the Association, its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to the Association, including an obligation upon any such insurer to notify the Association, its successors and assigns, of any cancellation of any such insurance coverage in writing thirty (30) days in advance thereof. Any and all amounts received by the Association as payee under any of such policies may be applied by the Association its successors and assigns, to the any liabilities owed the Unit Owner under this Declaration, in such manner as the Association may, in its sole discretion, elect, or, at the option of the Association, the entire amount so received or any part thereof may be released to the Unit Owner. if any Unit Owner shall fail to maintain any insurance as required herein, the Association shall have the right, but not the obligation, to obtain such insurance on behalf of the Unit Owner and any related insurance premium, costs, expenses, and professional fees (including reasonable attorney's fees) relating thereto shall be the sole liability and expense of the Unit Owner.

Section 15.6. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 16
ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

ARTICLE 17
AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least 67% of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Owners under the Act or this Declaration, would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation of or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

ARTICLE 18 **TERMINATION**

The Condominium may be terminated only by agreement of the Owners of Units to which 80% of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least 67% of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 19 **GENERAL PROVISIONS**

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

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

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

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

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

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

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

Section 19.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, [●] has caused this Declaration to be executed as of the date written above.

SIGNED, SEALED AND DELIVERED

Silver Pine 1, LLC in the presence of:

By: _____

[●]

Its [●]

STATE OF MAINE

[●]COUNTY, ss

Date: [●]

Then personally appeared the above-named [●], [●] of Silver Pine 1, LLC, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of [●].

Before me,

Notary Public / Maine Attorney-at-Law

Printed Name: _____

My Commission Expires: _____

Exhibit A
(Real Estate)

A certain parcel of land being a portion of "Proposed Map 91, Lot 9" on plan entitled "Limited Boundary Survey & Lot Line Adjustment" prepared for Five Star Holdings, LLC by Colliers Engineering & Design Project No. 22003883A, Dated 06/22/22 (hereafter referred to as the "Plan") and being a portion of land conveyed to Five Star Holdings, LLC by deed of Brad J. Weismann dated 19 October 2022 and recorded at the York County Registry of Deeds in Book 19137, Page 899, being situated southeasterly of but not adjoining, Jenkins Road, so called, in the City of Saco, County of York, State of Maine and being more particularly described as follows:

Beginning at a capped iron rod set at the southerly corner of "Property retained by said Brad J. Weismann", on the northeasterly line of the "60' Proposed Access & Utility" (easement) as depicted on said "Plan" and bearing S 53° 33' 08" E, 200 feet from a capped iron rod set on the southeasterly line of said Jenkins Road and at the westerly corner of said property retained by Brad J. Weismann;

Thence through said land conveyed to Five Star Holdings, LLC the following courses:

1. N 35° 30' 36" E, 266.60 feet by the said Property retained by said Brad J. Weismann to a capped iron rod set at the easterly corner thereof, and on the southwesterly line of land now or formerly of Dana Ouellette (Book 17768, Page 832);
2. S 53° 58' 38" E, 112.75 feet by said land now or formerly of Dana Ouellette;
3. S 35° 30' 36" W, 267.43 feet to the northeasterly line of the 60' wide Proposed Access & Utility easement;
4. N 53° 33' 08" W, 112.76 feet by the said northeasterly line of the 60' wide Proposed Access & Utility easement to the **Point of Beginning**;

Containing 30,105 square feet or 0.69 acres, more or less. Together with rights in common with others, to the 60-foot access & utility easement, as shown on said plan.

Unless otherwise noted:

- All references to Book and Page refer to the York County Registry of Deeds.
- All bearings are in reference to Grid North, Maine State Plane Coordinate System, West Zone (FIPS 1802), NAD83.
- All "*capped iron rods set*" refer to #5 rebar set with surveyor's I.D. cap stamped "MULLEN PLS 2575"

This property is conveyed subject to and with the benefit of those easements, covenants, conditions, and restrictions as set forth in in the Declaration of Easements, Covenants, Conditions, and Restrictions of the Silver Pine Condominium Association dated _____ and recorded in the York County Registry of Deeds in Book _____, Page _____.

Meaning and intending to describe a portion of the property conveyed to the grantor by a deed recorded herewith by Silver Pine LLC. See also deed of Brad J. Weismann to Five Star Holdings LLC dated August 5, 2022 and recorded in the York County Registry of Deeds in Book 19087, Page 726, as affected by that certain

Corrective Warranty Deed dated October 19, 2022 and recorded in said Registry of Deeds in Book 19137, Page 899; see also that certain Scrivener Affidavit by Market Street Settlement Group dated November 2, 2022 and recorded in said Registry of Deeds in Book 19146, Page 758.

Exhibit B
(Percentage Interests)

Unit Number:	Percent Interest:
1-1	50%
1-2	50%

Exhibit C
(Plats and Plans)

NOTE: This Exhibit C is a reduced copy of the Plats and Plans recorded with this Declaration and is attached hereto only for the convenience of the reader of this Declaration. All references to the “Plats” and “Plans” contained in this Declaration are references to the full-sized recorded Plats or Plans and not to this reduced copy.

DECLARATION OF CONDOMINIUM
OF
SILVER PINE 2 CONDOMINIUM
SACO, MAINE

This Declaration is made on _____, by Silver Pine 2 LLC, a Maine limited liability company with a place of business in Saco, Maine (the "Declarant"), as the owner in fee simple of the Real Estate hereinafter described.

ARTICLE 1
SUBMISSION

Section 1.1. Property. Declarant, the owner in fee simple of the Real Estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") situated in the City of Saco, County of York and State of Maine, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Maine Condominium Act, 33 M.R.S.A. §§1601-101 through 1604-118, as the same may be amended from time to time (the "Condominium Act" or "Act").

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

Silver Pine 2 Condominium
197 Jenkins Road
Saco, Maine 04072

Section 1.3. Creation of Units. Declarant hereby creates two (2) units, being Units 2-1 and 2-2 (individually, a "Unit" and collectively, the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat and Plan. Reduced copies of the Plat and Plan are attached hereto as Exhibit C.

Section 1.4. Master Association. The Condominium shares the certain elements, such as roads, utilities, and recreational facilities (the "Shared Elements"), with the other residential properties along Silver Pine Way, Saco, Maine (the "Silver Pine Neighborhood"). The Master Declaration creates easements over all of the Shared Elements for all of the properties in the Silver Pine Neighborhood and gives the owners of properties within the Silver Pine Neighborhood the right to use those Shared Elements, and creates a mechanism for the shared use and cost of maintaining those Shared Elements. The Master Declaration also creates the Association to administer the Common Elements outlined herein and the Shared Elements through its Executive Board, and as the Association for this Condominium. The Master Declaration describes the manner in which owners of the properties within the Silver Pine Neighborhood will elect Directors to the Executive Board of the Association. The assessments owed to the Association are obligations of individual Owners, but they will be collected by the Association for administrative ease, and included in the annual budget for the Association. In addition to the Shared Elements, there are some shared utilities throughout the Silver Pine Neighborhood (the "Shared Utilities"). The Association will also collect from the Unit Owners the separate utility assessments for the Shared Utilities payable by Unit Owners. Except as otherwise provided herein, the Association is responsible for the maintenance, repair and replacement of the Common Elements and the Shared Elements.

ARTICLE 2
DEFINITIONS

Section 2.1. Terms Defined in the Act. Capitalized terms are defined herein or in the Plats and Plans; otherwise, they shall have the meanings specified or used in the Condominium Act.

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

(1.) “Assessment” means the Owner’s share of the anticipated Common Expenses, for the Association’s fiscal year as reflected in the budget adopted by the Executive Board for such year.

(2.) “Association” means the Owners Association of the Condominium, which is known as Silver Pine Condominium Association, a Master Association pursuant to Section 1602 of the Act.

(3.) “Buildings” (or in the singular, a “Building”) means any structure or other improvement now or hereafter constructed on the Property.

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

(5.) “Common Elements” (or in the singular, a “Common Element”) means those parts of the Property either described in the Condominium Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements.

(6.) “Common Expenses” means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(7.) “Condominium” means the Condominium described in Section 1.1. above.

(8.) “Condominium Documents” means the Declaration, Plats and Plans, Bylaws and any Rules and Regulations adopted by the Executive Board from time to time.

(9.) “Declarant” means Silver Pine 2, LLC, its successors and assigns.

(10.) “Declaration” means this document, as the same may be amended from time to time.

(11.) “Development Rights” means those rights defined in Section 1601-103(11) of the Condominium Act, as it may be amended from time to time.

(12.) “Eligible Mortgage Holder” means the holder of a recorded first mortgage on a Unit, which has requested the Association in writing to notify it of actions by the Association requiring the consent of Eligible Mortgage Holders under this Declaration.

(13.) “Executive Board” means the Executive Board of the Association.

(14.) “Insurance Trust Agreement” means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 15.3 hereof.

(15.) “Insurance Trustee” means that certain entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(16.) “Limited Common Elements” (or in the singular, a “Limited Common Element”) means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements.

(17.) “Limited Common Expenses” means (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element or which shall be assessed against the Units to which that Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units as between themselves, as the Executive Board may periodically determine, and (b) the Common Expenses for services benefiting fewer than all the Units, which are assessed exclusively against the Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act.

(18.) “Manager” or “Managing Agent” means the agent of the management company appointed by the Association to manage the Condominium.

(19.) “Master Declaration” means that certain Declaration of Covenants, Conditions, and Restrictions of the Silver Pine Way Neighborhood Association dated _____ and recorded in the York County Registry of Deeds in Book _____ and Page _____.

(20.) “Mortgagee” means the holder of any recorded first mortgage encumbering one or more of the Units.

(21.) “Owner” means a record owner of a Unit, but does not include a person or entity having an interest in a Unit solely as security for an obligation.

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

(23.) “Property” means the Property described in Section 1.1. above.

(24.) “Plats and Plans” means the Plats and Plans recorded herewith as such may be amended from time to time, reduced photocopies of which are attached hereto as Exhibit C.

(25.) “Record” means to record in the Registry of Deeds in the county in which the Real Estate is located.

(26.) “Rules and Regulations” means such rules and regulations as are promulgated by the Declarant or the Executive Board from time to time with respect to the use of all or any portion of the Property.

(27.) “Special Assessment” means an Owner’s share of any assessment made by the Executive Board in addition to the Assessment.

(28.) “Special Declarant Rights” means those rights defined in Section 1601-103(25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easements through Common Elements for the purpose of making improvements within the Condominium, and to appoint or remove any officer of the Association during any period of Declarant control.

(29.) “Unit” means a physical portion of the Condominium created by this Declaration or

any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

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

ARTICLE 3 **UNIT BOUNDARIES**

Section 3.1. Unit Boundaries. The boundary lines of each Unit are as shown on the Plats and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

(a) The boundary lines of each Unit are as shown on the Plats and Plans and are formed by the following planes:

- (1) The Unit-side surface of the masonry portion of such exterior walls of the Building as are adjacent to such Unit;
- (2) The Unit-side surface of the non-masonry portion of such exterior walls of the Building as are adjacent to such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
- (3) The Unit-side surface of the interior walls and partitions of the Building that separate such Unit from adjoining Units or Common Elements, the Unit to include the thickness of the finish material such as plaster or drywall;
- (4) The Unit-side surface of furring around utility shafts, structural columns and other Common Elements within or passing through such Unit, the Unit to include the thickness of the finish material such as plaster or drywall;
- (5) The Unit-side surface of ceilings and furring under and around (i) wood, steel, or other structural members and (ii) utility lines, ducts and cables, the Unit to include the thickness of the finish material such as plaster or drywall;
- (6) The Unit-side surface of the floor of such Unit, the Unit to include the thickness of the finish material such as carpet, ceramic or resilient tile or hardwood;
- (7) The Unit-side surface of the sash of windows that are set in the exterior walls of such Unit, the interior surface of the panes of such windows and the Unit-side surface of window sills, moldings, trim, jambs and mullions for such windows, the Unit to include the thickness of the finish material such as paint; and
- (8) The interior surface of doors, and their sills and hardware, and the Unit-side surface of the door frames in which such doors are set, the Unit to include the thickness of the finish material such as paint.

(b) Each Unit consists of all portions of the Building in which it is located within the aforesaid boundary lines, except the air space displaced by (i) structural members and load bearing partitions, not including the thickness of the finish material such as plaster or drywall, within or passing through such Unit, which members and partitions are deemed to be Common Elements and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipers under which serve more than one Unit. By way of illustration and not limitation, there is included within a Unit: (1) the air space

enclosed by such boundary lines; (2) all non-load bearing partitions which are wholly contained within such boundary lines including, but not limited to, all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits and other equipment and devices in such partitions serving only such Unit; (3) all fixtures located within such boundary lines and serving only such Unit, and their water and waste connections; (4) heat pumps, exhaust fans and the grilles, registers, ventilation ducts, and related fixtures, and screens and storm windows, which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements; (5) lighting devices (including by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in or suspended from, ceilings, walls, and partitions within or around the perimeter of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the boundary lines of such Unit; (6) outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the boundary lines of such Unit; (7) surface mounted and recessed cabinets including, by way of illustration and not limitation, all associated lighting fixtures and accessories.

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

Section 3.2. Maintenance Responsibilities.

(a) The Association, through the Executive Board, shall be responsible for maintenance, repair and replacement of the Common Elements; provided, however, that if damage is inflicted on the Common Elements by any Unit Owner, such Unit Owner's family, guests, tenants, or invitees, such Unit Owner shall be liable for the prompt repair thereof. The Executive Board, in its discretion, may provide the maintenance and other services described in this Section 3.2.(a) either through its own employees or through independent contractors or both. Notwithstanding anything contained herein to the contrary, the Executive Board shall be responsible for all snow plowing and clearing of the roadways and driveways contained on the Common Elements, repair and maintenance of the stormwater system, maintenance of the water, electrical, and sewer systems located within the Common Elements, maintenance of the landscape buffers and undeveloped land. The cost of the provision of such services shall be a Common Expense.

(b) All maintenance, repair, and replacement of the Limited Common Elements allocated to each Building by the terms of this Declaration, the Act, or otherwise as designated on the Flats and Plans (the "Duplex LCEs") shall be the sole cost and responsibility of the respective Owners that hold title to the Units within the applicable Building to perform and complete; provided, however, that: (i) any such maintenance or repairs made by any Owner shall be done in a workmanlike manner with building materials of first rate quality and shall be compatible and consistent with the architectural design and overall quality and appearance of the Condominium and existing buildings; (ii) the Association shall have the right to require any Owner to engage the Association to perform all or part of any such maintenance or repair; and (iii) in the event that an Owner shall fail to reasonably perform any maintenance or repairs required for the Duplex LCEs as determined by the Declarant during the Period of Declarant Control, or thereafter as determined by the Association, the Association shall have right, but not the obligation, to perform such maintenance and repairs and any related costs, expenses, and professional fees (including reasonable attorneys fees) relating thereto shall be the sole liability and expense of the Owner. The Unit Owner shall be responsible for maintenance, repair and replacement of any Limited Common Elements as defined herein.

(c) Each Unit Owner is responsible for maintenance, repair and replacement of his Unit as described in Section 3.1. Each Unit Owner shall afford to the Association and other Unit Owners, and to their agents and employees, access through his Unit and the Limited Common Elements allocated to his Unit reasonably necessary for the maintenance, repair and replacement of any Common Elements appurtenant to his Unit and the Limited Common Elements if ever necessary. Each Unit Owner shall perform promptly all

maintenance and repair work on the owner's Unit and Limited Common Elements, including all improvements to the Unit and all landscaping, yard care, snow removal (related to the Limited Common Elements), and grounds maintenance in the Limited Common Elements appurtenant to such Unit; provided, however, that the Association may maintain, repair, or replace such Limited Common Elements if the Executive Board shall determine, within its sole and reasonable discretion, that a Unit Owner or Unit Owners have neglected the responsibilities set forth herein and shall assess as a Limited Common Expense associated with such 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 item giving rise to the expense shall be for the benefit of that Unit only.

(d) Sewer, water service, electric, telephone, cable, internet, and natural gas service, if any, will be separately metered, and each Unit Owner will be responsible for the sole cost of such services furnished to his Unit including the cost of maintenance, repair, or replacement of any gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), internet wires, equipment, and facilities, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on his Unit .

(e) Vehicle and pedestrian access to the Units shall be via an easement over an existing driveway extending from Jenkins Road to the Property. The Association shall maintain and ensure the free operation of the private driveway shown on the Plats and Plans as the "Silver Pine Drive."

Section 3.3. Relocation of Unit Boundaries; Subdivision. Relocation of boundaries between Units will not be permitted.

ARTICLE 4
DESCRIPTION AND ALLOCATION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1. Description of Common Elements. The Common Elements shall consist of all of the Property except the individual Units, The Common Elements are shown on the Plats and Plans and are defined in the Act. As provided in Section 1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents, including, but not limited to, any Rules and Regulations adopted by the Executive Board from time to time.

Section 4.2. Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings and Property defined as such pursuant to Sections 1602-102(2) and (4) of the Condominium Act or as identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3. hereof. Those portions of the Limited Common Elements serving only the Unit or Units adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit or Units which they serve.

Section 4.3. Specified Limited Common Elements. The following portions of the Buildings or the Property are hereby designated as Limited Common Elements: those improvements, if any, which are not part of the Unit but which are adjacent to and serve only such Unit; the ground under the concrete slab appurtenant to a Unit; and the air space above the Unit, which is appurtenant to the Unit, is hereby designated as a Limited Common Element allocated only to that Unit.

Section 4.4. Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plats and Plans.

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

Section 4.6. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 5

ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 5.1 Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 5.2 Common Expenses. The liability of each Unit Owner for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit B, and as such shall be determined by the same formula by which the Percentage Interest is determined.

Section 5.3 Allocation of Owner's Voting Rights. Each Owner shall be entitled to one vote for each Unit owned by him to permit equality among Units.

ARTICLE 6

MANAGEMENT

Section 6.1 Managing Agent. The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Condominium Documents; provided, however, that no agreement for such professional management of the Condominium may exceed a term of three years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than 60 days nor more than 90 days written notice and shall be cancelable by the Executive Board with cause upon not less than 30 days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 6 for such agreements negotiated by the Association and shall not exceed one year, but may be renewed upon consent of the Association.

ARTICLE 7

EASEMENTS

Section 7.1 Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 1602-115 of the Condominium Act. The Declarant reserves the right to use any Units owned or

leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 7.1(b) shall include, without limitation, rights of the Declarant, any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), internet wires, equipment, and facilities, electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 7.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of a Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, cables, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads or utilities, and for other purposes necessary for the proper operation of the Condominium.

(c) Until it has conveyed all Units in the Condominium to other Owners, the Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 7.1(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably determined to be necessary. If it exercises this easement, the Declarant shall restore the affected property as closely to its original condition as is practicable.

(d) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, attics, machinery and equipment rooms, and any management agent's office, provided, however, that every Owner shall have an unrestricted right of ingress

and egress to his Unit.

(e) Until the expiration of any applicable warranty period, the Common Elements (including, but not limited to, the Limited Common Elements) and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(f) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(g) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

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

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

(3) For the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded or any amendment hereof is recorded.

(h) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular Building, the Common Elements and the Limited Common Elements.

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

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both, (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize

any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 7.1(i)(1) and the following Section 7.1(i)(2) or both;

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

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

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 7.2. Reservation of Easement Rights. Until any construction, marketing and sale of all Units is completed, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Association, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

ARTICLE 8

RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

Section 8.1. Use. The following restrictions shall apply to the use of the Condominium:

(a) The Units (with the exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. Any amendment to this section shall require prior approval of the City of Saco.

(b) No Owner may obstruct the Common Elements in any way, except as may be set forth above. No Owner may store anything in or on the Common Elements (including but not limited to the attics or other storage area) without the prior written consent of the Executive Board.

(c) No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition, and no Owner may place any garbage, trash or rubbish anywhere in the Property other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) No Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(f) The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(g) Except as otherwise provided herein, no Unit shall be altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved in writing by a majority vote of the Executive Board of the Association.

(h) Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a Unit, subject to such reasonable Rules and Regulations as established from time to time by the Board of Directors, and to local and state ordinance, statutes and regulations, and ordinances. In any event all pets and animals shall be restrained so as not to become noisome, bothersome a nuisance or offensive to other persons, as determined by the Executive Board. No dogs shall be permitted outside of a Unit except on a leash attended by a responsible person or except in "off-leash" area(s), if any, that may be designed from time to time by the Executive Board or in areas that have been fenced in by a Unit Owner. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations. The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time, including the number of pets that may be kept by a Unit owner. In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety and quiet enjoyment of the Property notwithstanding prior notices thereof, to the Unit owner upon notice and opportunity to be heard, the Executive Board may expel any offending pets and animals from the Property. A Unit owner shall be liable to the other Unit owners for any damage to personal property caused by any pets or animals kept at the Condominium by such Unit owner.

Section 8.2. Sale and Lease of Units.

(a) The Declarant shall have the right to operate any Units owned by the Declarant as a rental project. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. Such operation shall be for the benefit of the Declarant and neither the Association nor any Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

(b) Any rental of any Unit shall be accomplished by a written form of rental agreement or lease (i) requiring the lessee to comply with the Condominium Documents and Rules and Regulations of the Association; (ii) providing that failure to comply therewith constitutes a default under the rental agreement or lease; and (iii) providing that the Executive Board has the power to terminate the rental agreement or lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder in the event of a default in the observance of the terms of the lease or rental agreement.. Each Unit Owner of a Unit shall, promptly following the execution of any lease or rental agreement for a Unit, forward a conformed copy thereof to the Executive Board. This Section shall not be construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure, or sell or lease a Unit so acquired by the Mortgagee or

the Association's right to grant easements, licenses, leases and concessions of, through, or over the Common Elements.

(c) A voluntary transfer shall be considered any sale, lease, gift, testate or intestate distribution, or the transfer of ownership of a corporation owning a Unit.

(d) All Unit Owners other than the Declarant must comply with Section 1604-108 of the Act. Except as provided in the Act and this Section, there are no other restrictions governing the voluntary transfer of a Unit.

(e) This Section 8.2. shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell a Unit so acquired by the Mortgagee.

ARTICLE 9

SPECIAL DECLARANT RIGHTS

Section 9.1. Description of Rights. In addition to the easement rights reserved in Article 7, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes; and

(c) Until the marketing and sale of all Units is completed, to complete all improvements shown on the Plats and Plans, to relocate any improvements shown on the Plats and Plans, to maintain models and sales offices and to exercise the easements as set forth in Article 7 hereof, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act.

Section 9.2. Exercise of Rights. The exercise of the Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act.

Section 9.3. Amendment. Until the sale of all Units in the Condominium to parties other than the Declarant, this Article 9 shall not be amended without the written consent of the Declarant duly recorded in the Registry of Deeds in the county in which the Real Estate is located.

Section 9.4. Renunciation of Development Rights. Notwithstanding anything in this Declaration to the contrary, the Declarant does not intend to, and does not, reserve any Development Rights or any power to make the condominium part of a larger condominium, group of condominiums, or other real estate. To the extent that any other provision of this Declaration conflicts or is inconsistent with the intent expressed by this Section, the intent expressed by this Section shall control, and this Declaration shall be construed in a manner consistent with this expressed intent.

ARTICLE 10

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 10.1. Applicability of Condominium Documents. Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Documents, the Acts or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 10.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

ARTICLE 11

EXECUTIVE BOARD OF THE ASSOCIATION

Section 11.1. Members.

(a) The initial Executive Board shall consist of three members who are members of the Association. The members of the initial Executive Board shall be appointed by the Declarant.

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

Section 11.2. Disputes. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 11.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 11.3. Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or

remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

ARTICLE 12
LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another 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;

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

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

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such 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;

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

(f) Shall have no personal liability arising out of the use, misuse or 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.

Section 12.2. Indemnification. Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 12.2 shall

be paid by the Association on behalf of the 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 Owners or otherwise.

Section 12.3. Joint and Several Liability of Owners and Lessees. Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

Section 12.4. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 12.3. hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Unit.

ARTICLE 13 **ASSESSMENTS; LIABILITY OF OWNERS**

Section 13.1. Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, as set forth in this Declaration such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration or the Bylaws. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association (the "Working Capital Fund"). The Working Capital Fund shall be funded as a part of the Common Expenses.

Section 13.2. Assessments for Limited Common Expenses. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board shall determine. If a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against all the Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine. If a Limited Common Expense is associated with the maintenance, repair or replacement of a Limited Common Element, that Limited Common Expense shall be assessed against only the Units to which that Limited Common Element is allocated in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board shall determine.

Section 13.3. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner. Special Assessments shall be due and

payable in the manner and on the date set forth in the notice thereof.

Section 13.4. Payment of Assessments. Each Owner, including the Declarant to the extent it is the owner of any unsold Unit, shall pay all Assessments levied by the Association. Except as set forth in Section 13.2 with regard to Limited Common Expenses, liability for such Assessments shall be determined in accordance with the formula set forth in Exhibit B hereto. They shall be due and payable in such manner as shall be determined by the Executive Board from time to time. Until the first Common Expense Assessment made by the Association, the Declarant shall pay all the Common Expenses. Penalties for delinquent assessments may be set forth in the Rules and Regulations of the Condominium.

Section 13.5. Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 13.3. hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess shall be refunded to the Owners, credited against future Assessments, or retained by the Association for reserves.

Section 13.6. No Exemption by Waiver. No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 13.7. Personal Liability of Owners. All sums assessed by the Association as an Assessment, Special Assessment or assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 13.8. Liability of Purchaser for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. However, a lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Condominium Act shall not be affected by such sale, conveyance or other transfer.

Section 13.9. Subordination of Certain Charges. Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before or after such Assessments, fee, charge, late charge, fine or interest was due.

Section 13.10. Surplus. The Budget of the Association shall set forth General Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for

actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

Section 13.11. Initial Capital Payment. Declarant, as the agent of the Executive Board, will collect from each initial purchaser of a Unit 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 for deposit into the Working Capital Fund unless the Declarant has previously made the "initial capital payment" with respect to said Unit, in which case, the initial capital payment shall be used to reimburse the Declarant for its initial capital payment to the Association. The Declarant must pay the "initial capital payment" to the Association for unsold Units of the Condominium no later than one hundred twenty (120) days after the first Unit of the Condominium shall be conveyed to a purchaser so that the "initial capital payment" shall be made for every Unit within one hundred twenty (120) days after the first Unit is conveyed to a purchaser.

Section 13.12. Move-In Fee. Each subsequent purchaser(s) of a Unit (following the initial purchaser of a Unit), and any lessee or sublessee of a Unit, shall be subject to a \$250 move-in fee payable to the Association. Such funds so collected shall be deposited into the Working Capital Fund, and may be used, from time to time, to repair and maintain any damage or wear and tear to the Common Elements directly attributable to Unit owners' and/or lessee or sublessee's moving in and/or out of the Condominiums.

ARTICLE 14 **RIGHTS OF MORTGAGEES, INSURERS AND GUARANTORS**

Section 14.1. Subject to Declaration. Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plats and Plans and any Rules and Regulations.

Section 14.2. Rights of Eligible Mortgage Holders.

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

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of a proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof 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 that will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium 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 that cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

(7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;

(8) The levying of any Special Assessments;

(9) The imposition or alteration of any restrictions on the creation, use or alienation of Units;

(10) The acceptance or rejection of any capital expenditure or borrowing by the Association, if permitted by the Bylaws;

(11) The award of compensation to an Executive Board member if permitted by the Bylaws;

(12) The acceptance of a new management agreement or a material revision to the then existing management agreement; and

(13) The taking by the Executive Board, or the formal consideration by the Executive Board of any proposal to take, any action pursuant to Section 11.3 of the Declaration.

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), (5), (9), (12), or (13) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

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

Section 14.3. Liability for Use and Charges. Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a mortgage for foreclosure of such mortgage or a deed in lieu of foreclosure shall not be liable for such Owner's unpaid assessments or charges which accrue prior to the acquisition of title to

such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency.

Section 14.4. Condemnation Rights. No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 14.5. Books and Records. Any Mortgagee shall have the right, exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

ARTICLE 15 **INSURANCE**

Section 15.1. Types and Amounts. The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard “all risk” endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 15.2 hereof. The insurance maintained by the Association shall cover the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit as of the date of conveyance of the Unit by the Declarant or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by an Owner and all other personal property of the Owner. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to 100% of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$10,000 or 1% of the policy face amount. Funds to cover this deductible amount shall be included in the Association’s reserve fund. The named insured under the policy shall be “Association of the owners of School Street Condominium, for the use and benefit of the individual owners”, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The “loss payable” clause of such policy shall show the Association or the Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming each Mortgagee of a Unit, its successors and assigns. If the Executive Board fails within 60 days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance insurance, including medical payments insurance, complying with the requirements of Section 15.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to

the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a “severability of interest endorsement” or equivalent coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 15.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association’s liability policy or policies.

(c) Such worker’s compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 12.2. hereof, if and to the extent available, including but not limited to insurance coverage commonly referred to as “Directors and Officers Insurance.”

(e) If at any time it is determined that all or any part of the Property lies within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of 100% of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a “deductible” provision in an amount not to exceed the lesser of \$5,000 or 1% of the policy face amount. Funds to cover this amount shall be included in the Association reserve fund.

(f) Blanket fidelity bonds naming the Association as obligee and covering any person who handles or is responsible for funds held or administered by the Association, regardless of whether such person receives compensation for such services. In the event that the Association employs a professional experienced managing agent in accordance with Article 6 of this Declaration, such management agent shall maintain a fidelity bond covering itself, naming the Association as an additional obligee and including the same provisions required by this Article 15 for fidelity bonds maintained by the Association. The fidelity bond maintained by the Association or the management agent, as the case may be, shall cover the maximum funds that will be in the custody of the Association or the management agent, as the case may be, at any time while such bond is in force; provided however, that such fidelity bond coverage must at least equal the sum of three months’ Common Expense Assessments for all Units in the Condominium, plus the Association’s reserve fund. Such fidelity bonds may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least 10 days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners and every other party in interest who shall have requested such notice of the insurer.

Section 15.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 15.1.(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

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

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

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

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 15.1 issued to the Association and covering all or any part of the Property, the Association shall cause such policies to provide that:

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

(2) The insurer waives its right to subrogation under the policy against any Owner or members of his household;

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

(4) If at the time of a loss under such policies there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

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

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

(7) Such policies may not be canceled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least 30 days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer;

(8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 15.3. Insurance Trustee and Power of Attorney. Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

Section 15.4. Repair of Damage or Destruction to Condominium. The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

Section 15.5. Owner Insurance. Owner Insurance. Each Owner of a Unit shall be required to keep the Unit, associated Duplex LCE's, and improvements and property insured against loss or damage by fire, the perils against which insurance is afforded by the extended coverage endorsement, and such other risks and perils as the Association, in its discretion, may reasonably require from time to time. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as the Association may require, and shall be issued by a company or companies approved by the Association, with loss payable to the Owner and the Association, its successors and assigns, and shall, at the request of the Association, provide for payment of the full replacement value of the Unit in lieu of a specified sum, which may be evidenced by any agreed amount or similar affirmative statement from any insurer, Such policy or policies also maintain comprehensive liability insurance for personal injury and property damage, with contractual liability endorsement, in such amounts and coverages as the Association may reasonably require from time to time; provided, however, that the amount of any such liability insurance shall be not less than One Million Dollars (\$1,000,000.00) with respect to any single bodily injury (including death) or single instance of property damage, and not less than One Million Dollars (\$1,000,000.00) with respect to any accident involving more than a single bodily injury or more than a single instance of property damage, or such greater amounts as the Association may reasonably require. Upon request by the Association, the Unit Owner shall deliver certificates of insurance, addressed to the Association, satisfactory in form and content to the Association, evidencing such public liability insurance for personal property and property damage insurance, together with a copy of the underlying policy if requested in writing by the Association. The policies for such public liability, personal injury, and property damage insurance shall name the Association, its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to the Association, including an obligation upon any such insurer to notify the Association, its successors and assigns, of any cancellation of any such insurance coverage in writing thirty (30) days in advance thereof. Any and all amounts received by the Association as payee under any of such policies may be applied by the Association its successors and assigns, to the any liabilities owed the Unit Owner under this Declaration, in such manner as the Association may, in its sole discretion, elect, or, at the option of the Association, the entire amount so received or any part thereof may be released to the Unit Owner. if any Unit Owner shall fail to maintain any insurance as required herein, the Association shall have the right, but not the obligation, to obtain such insurance on behalf of the Unit Owner and any related insurance premium, costs, expenses, and professional fees (including reasonable attorney's fees) relating thereto shall be the sole liability and expense of the Unit Owner.

Section 15.6. Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 16

ASSIGNABILITY OF DECLARANT'S RIGHTS

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the Act.

ARTICLE 17
AMENDMENT OF DECLARATION

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least 67% of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be effected by the Declarant, the Association or certain Owners under the Act or this Declaration, would be considered as material:

- (a) voting rights;
- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or Common Elements into Units;
- (h) expansion or contraction of the Condominium, or the addition, annexation of or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (o) any provisions that expressly benefit holders, insurers or guarantors of mortgages on the

Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

ARTICLE 18 **TERMINATION**

The Condominium may be terminated only by agreement of the Owners of Units to which 80% of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least 67% of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 19 **GENERAL PROVISIONS**

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

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

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

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

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

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

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

Section 19.8. Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

[Space Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, [●] has caused this Declaration to be executed as of the date written above.

SIGNED, SEALED AND DELIVERED

Silver Pine 2, LLC in the presence of:

By: _____

[●]

Its [●]

STATE OF MAINE

[●]COUNTY, ss

Date: [●]

Then personally appeared the above-named [●], [●] of Silver Pine 2, LLC, and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of [●].

Before me,

Notary Public / Maine Attorney-at-Law

Printed Name: _____

My Commission Expires: _____

Exhibit A
(Real Estate)

Exhibit B
(Percentage Interests)

Unit Number:	Percent Interest:
2-1	50%
2-2	50%

Exhibit C
(Plats and Plans)

NOTE: This Exhibit C is a reduced copy of the Plats and Plans recorded with this Declaration and is attached hereto only for the convenience of the reader of this Declaration. All references to the “Plats” and “Plans” contained in this Declaration are references to the full-sized recorded Plats or Plans and not to this reduced copy.

E. Deed

DLN: 1002340238163

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

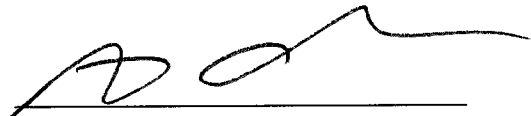
KNOW ALL BY THESE PRESENTS, that **Five Star Holdings, LLC**, a Maine limited liability company with a mailing address in Scarborough, County of Cumberland and State of Maine, for consideration paid, GRANTS to **Silver Pine, LLC**, a Maine limited liability company, the mailing address of which is 67 Ash Swamp Road, Scarborough, ME 04074, with QUITCLAIM COVENANT, certain real estate located in the City of Saco, County of York, and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

This conveyance is made SUBJECT, HOWEVER, to real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

IN WITNESS WHEREOF, Five Star Holdings, LLC has caused this instrument to be executed as an instrument under seal, this 15 day of June, 2023.

FIVE STAR HOLDINGS, LLC

Judy Dussault
Witness

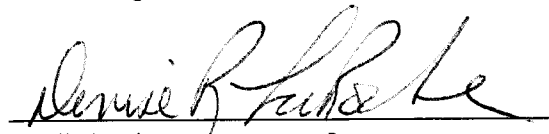
By: 
Name: Patrick Donahue
Title: Authorized Signatory

STATE OF MAINE
County of Cumberland, ss.

June 15, 2023

Then personally appeared the above-named Patrick Donahue in his capacity as the Authorized Signatory of Five Star Holdings, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Five Star Holdings, LLC.

Before me,

By: 
Notary Public/Maine Attorney-at-Law
Printed Name:

My Commission Expires: DENISE R. LaROCHE
NOTARY PUBLIC, STATE OF MAINE
My Commission Expires Jan. 24, 2025

No Transfer Tax

EXHIBIT A

Two separate and non-contiguous tracts or parcels of land with the buildings there on situated in the City of Saco County of York and State of Maine, bounded and described as follows:

Parcel One:

Area 343,330 Sq ft (7.88 acres)

A certain parcel of land shown as "Proposed Map 91, Lot 9" on plan entitled "Limited Boundary Survey & Lot Line Adjustment" prepared for Five Star Holdings, LLC by NORSE Northern Survey Engineering, now known as Colliers Engineering & Design Project No. 22003883A, Dated 06/22/22 (hereafter referred to as the "Plan"), being situated on the southeasterly sideline of Jenkins Road, so called, in the City of Saco, County of York, State of Maine and being more particularly described as follows:

Beginning at a capped iron rod set on the southwesterly sideline of said Jenkins Road at the northwesterly corner of the parcel shown as "Proposed Map 91, Lot 7";

Thence S 53° 33' 08" E, a distance of 200.00 feet along said Proposed Lot 7 to a capped iron rod set;

Thence N 35°30'36" E, a distance 266.60 feet along the said Proposed Lot 7 to a capped iron rod set on the southwesterly line of land now or formerly of Dana Ouellette (Book 17768, Page 832) at the southeasterly corner of said Proposed Lot 7;

Thence S 53° 58' 38" E, a distance of 317.36 feet along land of said Ouellette to a 10" by 4" granite monument with a chiseled cross;

Thence N 40° 20' 47" E, a distance of 321.10 feet along the land of said Ouellette and the land now or formerly of Fomez Development, LLC (Book 18972, Page 129) to an 8" by 4" Granite Monument with a chiseled cross;

Thence S 50° 14' 16" E, a distance of 288.25 feet along the land of said Fomez Development, LLC to a capped #5 rebar "PLS 1201" at the southeasterly corner of land now or formerly of said Fomez Development, LLC, being also the southwesterly corner of land now or formerly of Claudette Lavigne (Book 1531, Page 513) and the northwesterly corner of land now or formerly of Aaron Shields (Book 17962, Page 12);

Thence S 34° 47' 14" W, a distance of 673.43 feet along the land of said Shields to a point on the northerly line of land now or formerly of Leroy R. & Claire M. Newton (Book 1771, Page 667 & Book 16735, Page 387);

Thence N 70° 3T 40" W, a distance of 323.82 feet along the northerly line of land of said Newton to a #5 rebar found at the southwesterly corner of the parcel shown as "Proposed Map 91, Lot 9-1" as shown on a said plan;

Thence N 35° 46' 28" E, a distance of 135.10 feet along the said "Proposed Map 91, Lot 9-1" to a capped iron rod set;

Thence N 53° 33' 08" W, a distance of 229.82 feet along the said "Proposed Map 91 Lot 9-1" to a #5 rebar found at the southeasterly corner of said Oellers;

Thence continuing N 53° 33' 08" W, a distance of 300.00 feet along the land of said Oellers to a point at the southwesterly sideline of said Jenkins Road;

Thence N 35° 30' 22" E, a distance of 60.01 feet to the Point of Beginning;

Containing 343,330 square feet or 7.88 acres, more or less.

Subject to the 60-foot access & utility easement, as shown on said plan

Unless otherwise noted:

- All Book and Page refer to the York County Registry of Deeds.
- All bearings are in reference to Grid North, Maine State Plane Coordinate System, West Zone (FIPS 1802), NAD83.
- All "capped iron rods set" refer to #5 rebar set with surveyor's I.D. cap stamped "MULLEN PLS 2575"

Parcel Two:

Area 39,077 Square feet (0.90 Acres)

A certain parcel of land shown as "Proposed Map 91, Lot 9-1, Area 39,077 SF (0.90 Acres)" on plan titled "Limited Boundary Survey & Lot Line Adjustment" prepared for Five Star Holdings, LLC by NORSE Northern Survey Engineering, now known as Colliers Engineering & Design, Project No. 22003883A, Dated 06/22/22 (hereafter referred to as the "Plan"), being situated the southeasterly of, but not adjacent to, Jenkins Road, so called, in the City of Saco, County of York, State of Maine and being more particularly described as follows:

Beginning at a #5 rebar with a damaged survey cap found at the southeasterly corner of the land of now or formerly of Richard Oellers (Book 4733, Page 81) and on the southwesterly sideline of the "60-foot Proposed Access & Utility Easement" as shown on said plan, being also the northwesterly corner of "Proposed Map 91, Lot 9-1" as shown on said plan;

Thence S 53° 33' 08" E, a distance of 229.82 feet along the northeasterly line of said Proposed Lot 9-1 and partially along the southwesterly line of said proposed driveway easement to a capped iron rod set;

Thence S 35° 46' 28" W, a distance of 135.10 feet along said "Proposed Map 91, Lot 9" to a #5 rebar found on the northerly line of land now or formerly of Leroy R. & Claire M. Newton (Book 1771, Page 667 and Book 16735, Page 387) at the southeasterly corner of said proposed Lot 9-1;

Thence N 70° 31' 36" W, a distance of 239.42 feet along the land of said Newton to a #5 rebar found at the southeasterly corner of the land now or formerly of Darryle Wright (Book 7435, Page 87), and the southwesterly corner of the land now or formerly of Richard Oellers (Book 4733, Page 81);

Thence N 35° 46' 22" E, a distance 205.00 feet along the land of said Oellers to the Point of Beginning.

Containing 39,077 square feet or 0.90 acres more or less.

Benefited by the 60-foot Proposed Access & Utility Easement as shown on said plan.

Unless otherwise noted:

- All Book and Page refer to the York County Registry of Deeds.
- All bearings are in reference to Grid North, Maine State Plane Coordinate System, West Zone (FIPS 1802), NAD83.
- All “capped iron rods set” refer to #5 rebar set with surveyor’s I.D. cap stamped “MULLEN PLS 2575” This property is conveyed subject to and together with any other easements or restrictions of record.

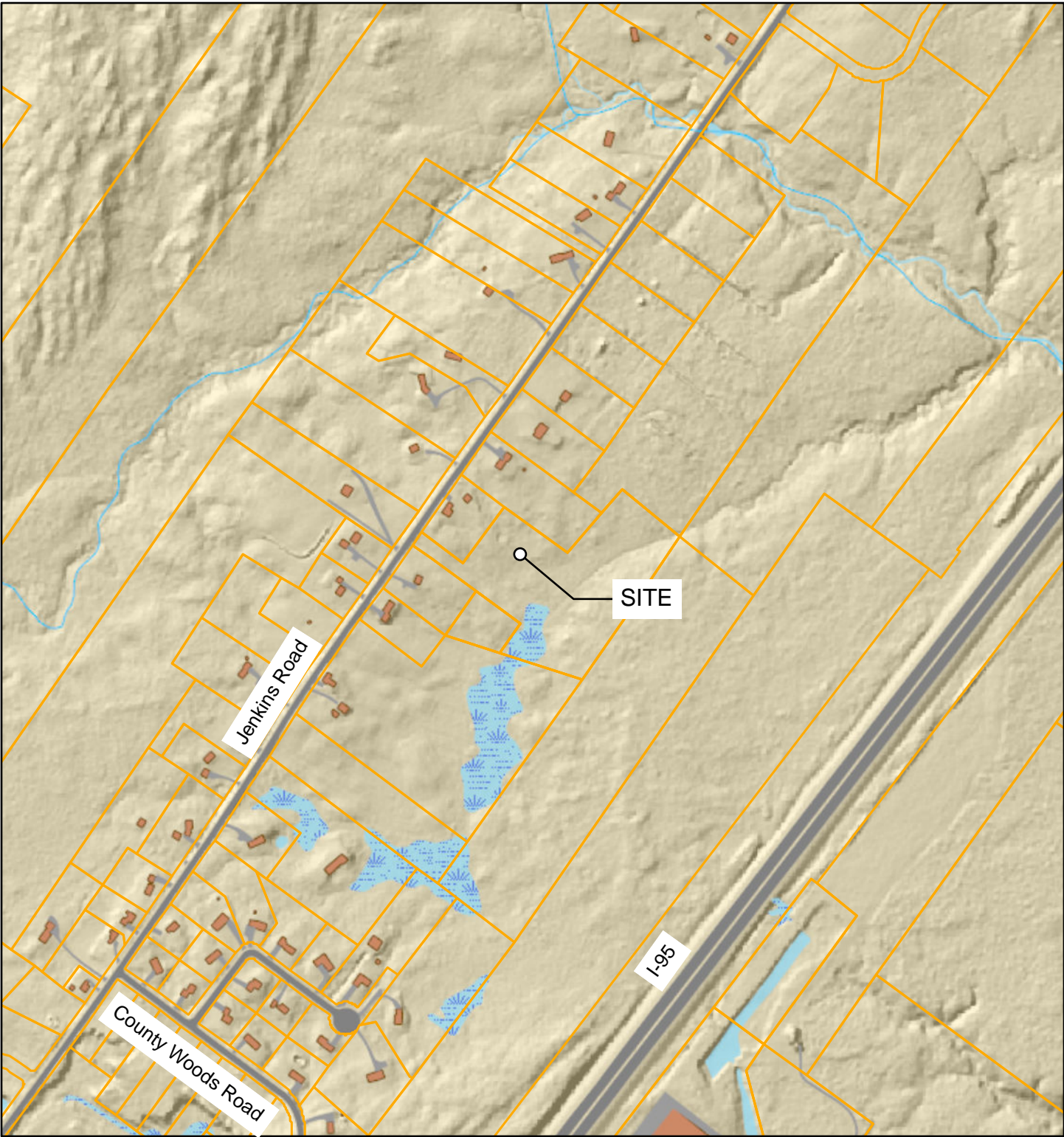
Meaning and intending to describe the property conveyed to the grantor herein by deed of Brad J. Weismann dated August 5, 2022 and recorded in the York County Registry of Deeds in Book 19087, Page 726, as affected by that certain Corrective Warranty Deed dated October 19, 2022 and recorded in said Registry of Deeds in Book 19137, Page 899; see also that certain Scrivener Affidavit by Market Street Settlement Group dated November 2, 2022 and recorded in said Registry of Deeds in Book 19146, Page 758.

F. Abutters within 500'



Rem Mblu Map	Rem Mblu Lot	Rem Mblu Unit	Rem Mblu Unit Cut	Own Name1	Own Name2	Mad Mail Addr1	Mad Mail City	Mad Mail State	Mad Mail Zip
091	006	001	000	OUELLETTE DANA H		203 JENKINS RD	SACO	ME	04072
090	019	000	000	NEWTON LEROY R	NEWTON CLAIRE M	183 JENKINS RD	SACO	ME	04072
090	016	002	000	SPENCER III CHARLES T		190 JENKINS RD	SACO	ME	04072
091	002	005	000	MOORADIAN TRACEY U & DAVID S		208 JENKINS RD	SACO	ME	04072
091	009	000	001	HINKLE ALYSSA		6 SILVER PINE DR #101	SACO	ME	04072
091	006	004	000	CREATIVE WORKS		10 SPEIRS ST	WESTBROOK	ME	04092
091	001	000	001	MESERVE DANIEL		PO BOX 1603	SACO	ME	04072-1603
091	009	001	001	TREFSGER RACHEL		9 SILVER PINE DR #101	SACO	ME	04072
090	016	005	000	VANCE WARREN E	VANCE MICHELLE POIRIER	PO BOX 661	SACO	ME	04072
090	019	001	000	WRIGHT DARRYLE D	WRIGHT LEE M	189 JENKINS RD	SACO	ME	04072
091	008	000	000	OELLERS RICHARD G	OELLERS TERI W	191 JENKINS RD	SACO	ME	04072
091	006	000	000	THE NORDICA GROUP LLC		5 JOSEPHINE WAY	SACO	ME	04072
091	002	002	000	WIGGS JAMES	WIGGS SARA	200 JENKINS RD	SACO	ME	04072
090	020	000	000	SAISH LLC		10 RIDGEWAY RD	SCARBOROUGH	ME	04074
090	016	001	000	CRAIG DAVID K		192 JENKINS RD	SACO	ME	04072
091	009	001	002	LAROSE MARION J	LAROSE KYLE B	9 SILVER PINE DR #102	SACO	ME	04072
092	002	000	000	THE BOISSONNEAULT FAMILY IRREVOCABLE TRUST		18 GLENWOOD AVE	PORTLAND	ME	04103
091	006	005	000	REARDON MICHAEL K	GILBERT NATALIE A	211 JENKINS RD	SACO	ME	04072
091	009	000	002	GAILITIS AMY M		6 SILVER PINE DR #102	SACO	ME	04072
090	021	000	000	SAISH LLC		10 RIDGEWAY RD	SCARBOROUGH	ME	04074
091	007	000	000	WEISMANN BRAD J		197 JENKINS RD	SACO	ME	04072
090	016	006	000	VANCE WARREN E		PO BOX 661	SACO	ME	04072-0661
090	016	000	000	MESERVE SHIRLEY L		196 JENKINS RD	SACO	ME	04072-9670
091	001	000	000	MESERVE SHIRLEY		196 JENKINS RD	SACO	ME	04072
091	006	003	000	GLAUDE MICHAEL F JR		1019 PORTLAND RD #4	SACO	ME	04072
091	006	002	000	BUONOCORE LISA	BUONOCORE VINCENT	205 JENKINS RD	SACO	ME	04072
091	009	001	000	CONDO MAIN		9 SILVER PINE DR	SACO	ME	04072
091	006	000	001	FAIRPOINT COMMUNICATIONS INC	TAX DEPARTMENT	2116 SOUTH 17TH STREET	MATTOON	IL	61938
091	002	001	000	PALUMBO JOSEPH M	PALUMBO NANCY C	216 JENKINS RD	SACO	ME	04072
091	002	000	000	UMEL SETH A		206 JENKINS RD	SACO	ME	04072
091	009	000	000	CONDO MAIN					

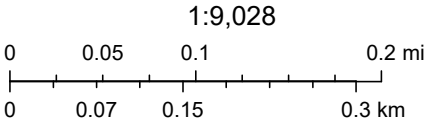
G. Location Map

Location Map



August 27, 2024

-  Parcels
-  City_Townline_Polygons



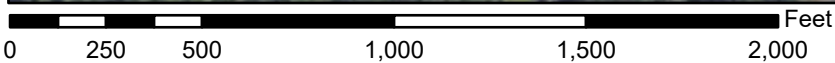
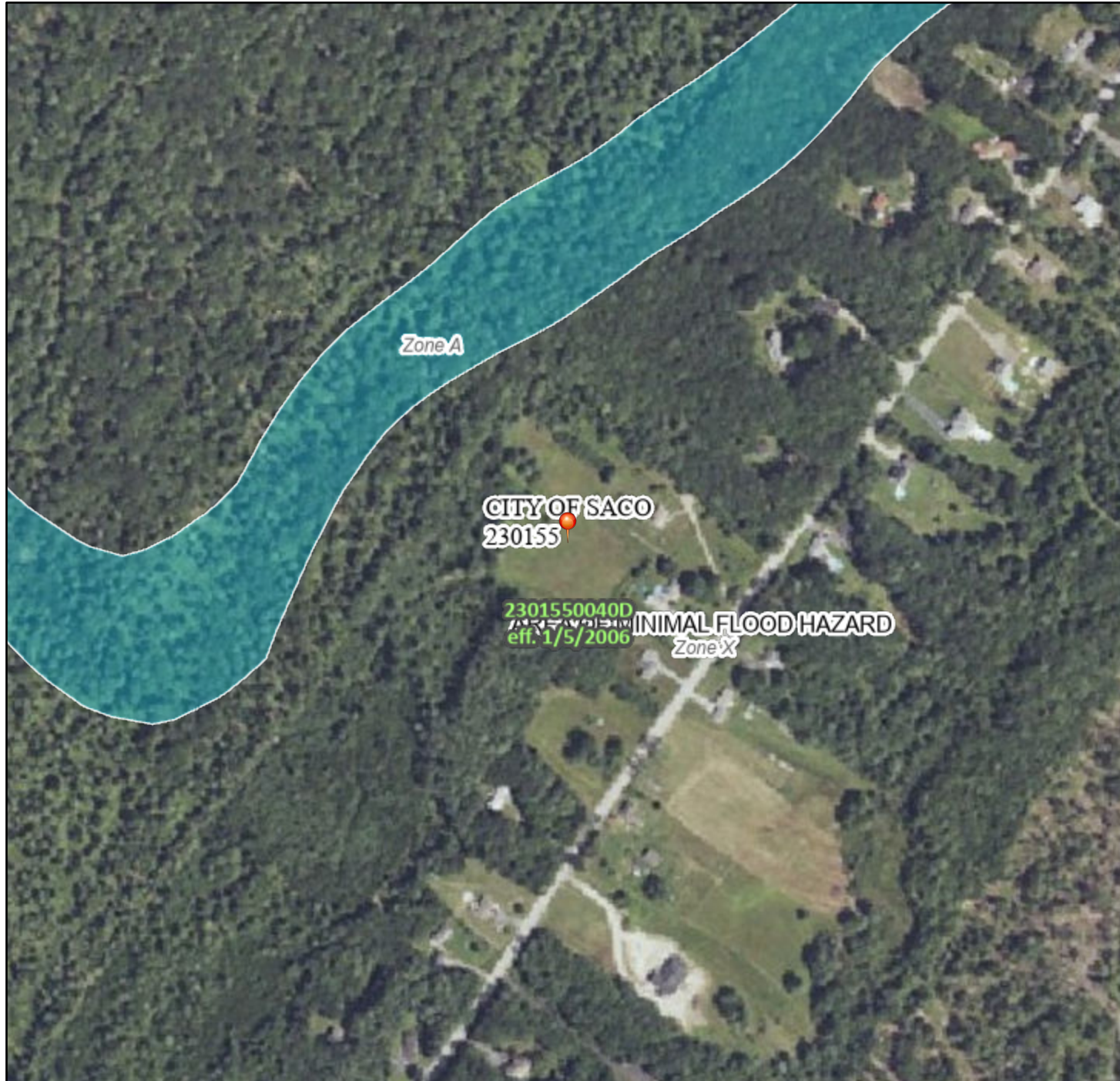
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

H. FEMA Map

National Flood Hazard Layer FIRMMette



70°26'55"W 43°33'2"N



1:6,000

70°26'17"W 43°32'36"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/9/2024 at 11:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

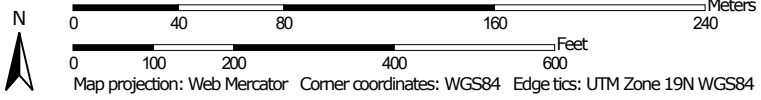
I. Soils Map

Soil Map—York County, Maine
(Silver Pine Condominium Soils Map)



Soil Map may not be valid at this scale.

Map Scale: 1:2,870 if printed on A landscape (11" x 8.5") sheet.



Soil Map—York County, Maine
(Silver Pine Condominium Soils Map)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: York County, Maine
Survey Area Data: Version 22, Sep 5, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 22, 2021—Oct 7, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

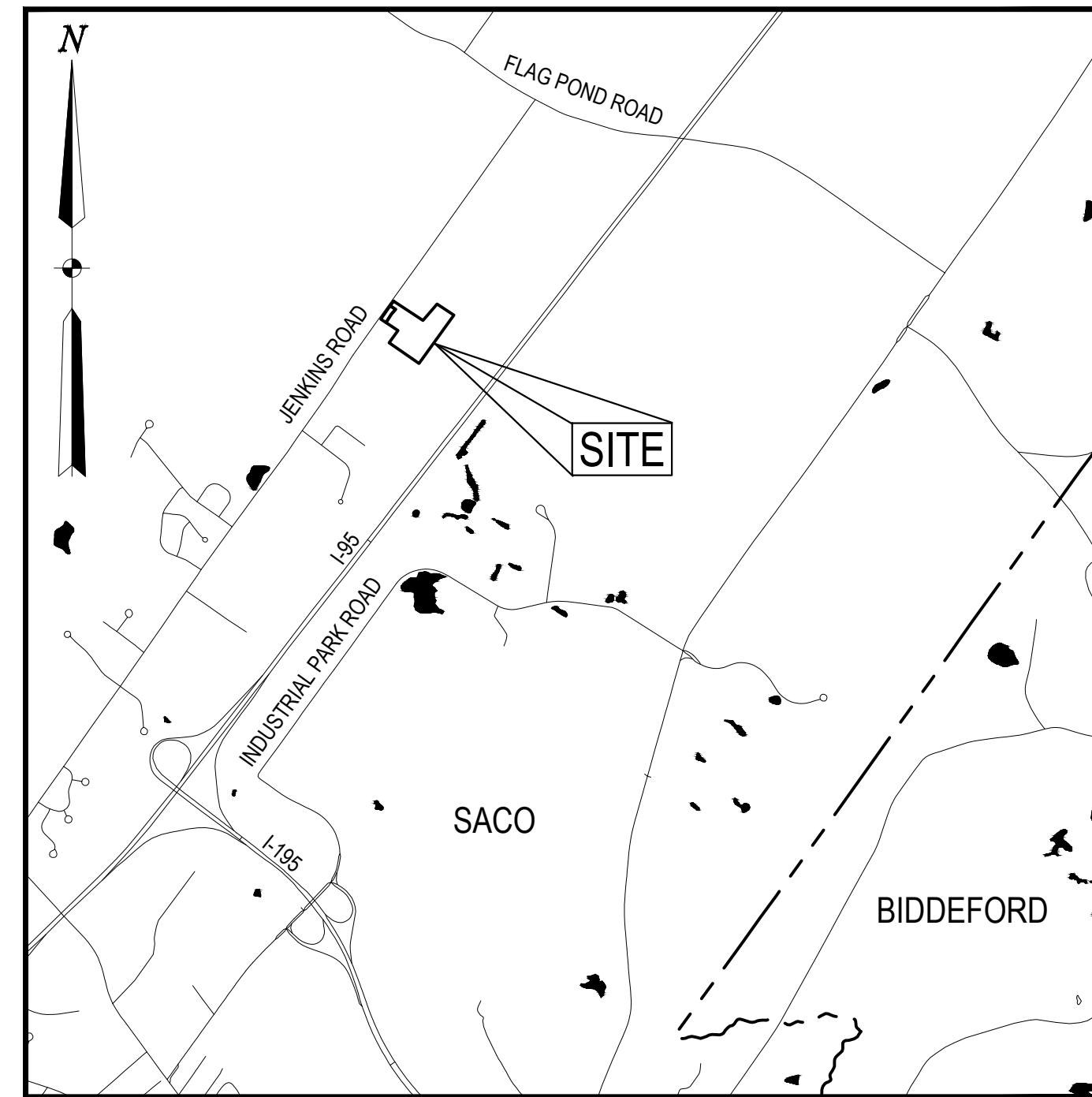
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CrB	Croghan loamy fine sand, 0 to 8 percent slopes, wooded	3.7	22.9%
MaB	Madawaska fine sandy loam, 0 to 8 percent slopes	5.8	36.4%
Na	Naumburg sand	0.4	2.2%
Ra	Raynham silt loam	6.1	38.4%
Totals for Area of Interest		16.0	100.0%

J. Site Plans

SILVER PINE CONDOMINIUM PROPOSED CONDOMINIUM AND PRIVATE ROAD

197 JENKINS ROAD, SACO MAINE
AUGUST 27, 2024



LOCUS MAP
NOT TO SCALE

DRAWING LIST

C001	COVER SHEET
C100	SITE PLAN
C101	PRIVATE ROAD PLAN AND PROFILE
C200	SITE DETAILS
C300	EROSION CONTROL DETAILS

OWNER:

FIVE STAR HOLDINGS, LLC
451 ALFRED STREET
BIDDEFORD, ME 04005

CONSULTANTS:

TRILLIUM ENGINEERING GROUP
189 MAIN STREET
YARMOUTH, ME 04096



CLIENT:
FIVE STAR
HOLDINGS, LLC.

451 ALFRED ST.
BIDDEFORD, ME 04005

PRELIMINARY
NOT FOR CONSTRUCTION

SILVER PINE CONDOMINIUM
PROPOSED CONDOMINIUM AND
PRIVATE ROAD
197 JENKINS ROAD
SACO, MAINE

ISSUED NUMBER	DESCRIPTION	BY	DATE
B	SITE PLAN REVIEW	ED	8/27/2024

SHEET TITLE:

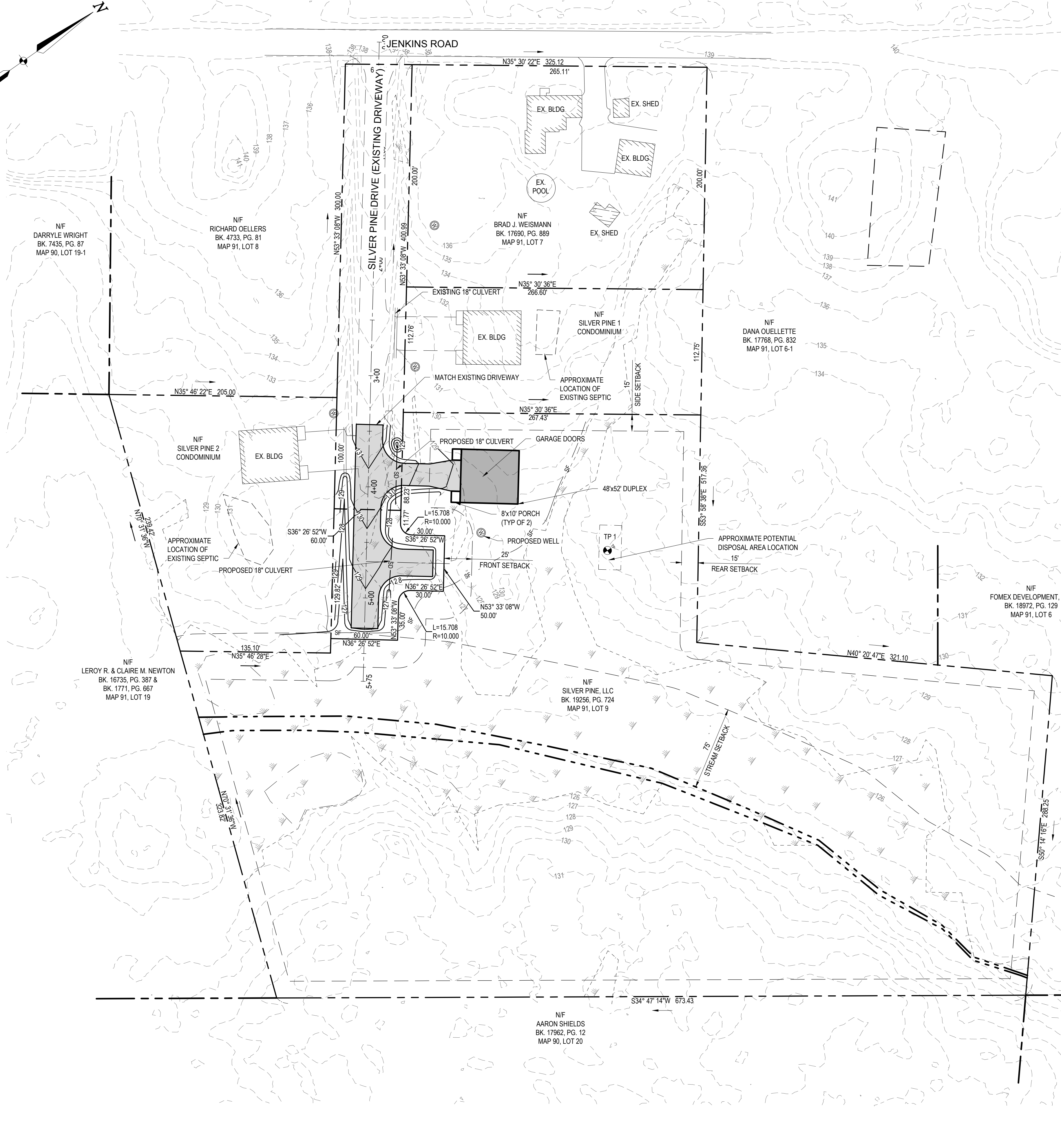
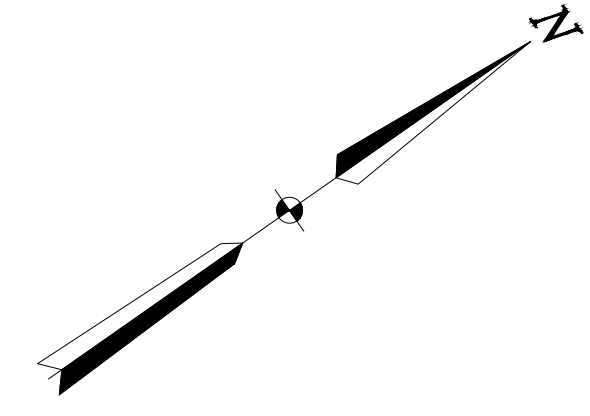
COVER SHEET

DESIGNED BY: ED

DRAWN BY: BVD

PROJECT NUMBER: 24-153

C001

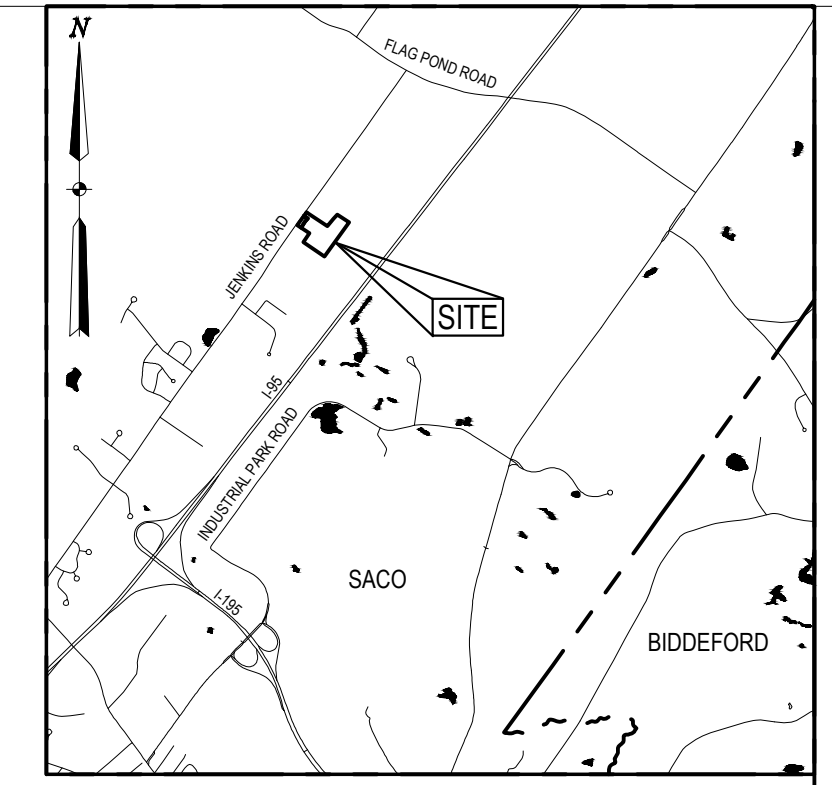


GENERAL NOTES

1. LOCATIONS OF UTILITIES ARE APPROXIMATE
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE THEIR INDIVIDUAL SERVICES PRIOR TO THE START OF CONSTRUCTION.
3. PRIOR TO THE BEGINNING OF CONSTRUCTION, THE CONTRACTOR SHALL SECURE A STREET OPENING PERMIT FROM SACO PUBLIC WORKS DEPARTMENT. NO FEE WILL BE CHARGED FOR THIS PERMIT.
4. ALL THE UTILITY WORK SHALL BE DONE BY OTHERS.
5. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERLY PROTECTED AND SHALL NOT BE DISTURBED. IF DISTURBED, THEY SHALL BE REPLACED BY A LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
6. ALL EXISTING CATCH BASINS, MANHOLES, CONNECTIONS, AND OUTLET PIPING SHALL BE CLEANED AND LEFT IN SATISFACTORY OPERATING CONDITION AFTER CONSTRUCTION HAS BEEN COMPLETED. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
7. ALL LAWN AREAS, WALKWAYS, AND DRIVEWAYS OUTSIDE THE WORK AREA, DAMAGED BY THE CONTRACTOR, SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL TREES AND SHRUBS ON THE PROJECT WHICH ARE NOT REMOVED.
9. EXISTING PAVEMENT SHALL BE SAW CUT AND BUTTED TO THE NEW PAVEMENT. NO FEATHERING OF PAVEMENT WILL BE PERMITTED.
10. EXISTING DRAINAGE STRUCTURES SHALL NOT BE DISTURBED UNLESS OTHERWISE NOTED.
11. ALL EXISTING DRAINAGE PIPES TO BE ABANDONED SHALL BE PLUGGED WITH CONCRETE OR AS DIRECTED BY THE PROJECT ENGINEER.
12. BEFORE CONNECTION NEW PIPES TO AN EXISTING SEWER LINE, THE CONTRACTOR SHALL NOTIFY THE SEWER MAINTENANCE DIVISION OF CITY PUBLIC WORKS DEPARTMENT. NO WORKS SHALL BE DONE WITHOUT THEIR APPROVAL.
13. NO ADDITIONAL PAYMENT WILL BE MADE FOR GRADING SIDE SLOPES OF DRIVEWAYS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY TRENCH PAVEMENT THAT HAS EXPERIENCED EXCESSIVE SETTLEMENT, CRACKING, OR OPENING OF JOINTS. REPAIRS MAY INCLUDE OVERLAY, REMOVAL OF UNACCEPTABLE MATERIALS, COMPLETE REPLACEMENT, JOINT SEALING, OR REBUTTING PAVEMENT AS REQUIRED. THIS WORK MAY BE NECESSARY AFTER THE FINAL ACCEPTANCE OF WORK OR PRIOR TO THE END OF THE ONE YEAR GUARANTEE. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
15. ALL MANHOLE FRAMES SHALL BE SUPPLIED WITH SOLID MANHOLE COVERS; SEE STANDARD DETAIL.
16. NEW CATCH BASINS SHALL BE INSTALLED WITH A TYPE A-4 CATCH BASIN INLET STONE.
17. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE REMOVAL OF EXISTING PIPES.
18. ALL GRANITE CATCH BASIN STONES, MANHOLE FRAMES AND COVERS TO BE REMOVED SHALL BE DELIVERED TO THE CITY LOCATION AS DIRECTED. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. THESE EXISTING MATERIALS MAY BE REUSED AS DIRECTED BY THE PROJECT ENGINEER.
19. ALL TERMINAL MANHOLES SHALL HAVE CHANNELS CONSTRUCTED STRAIGHT THROUGH THE MANHOLE.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND RECONNECTING EXISTING SEWER LATERALS TO NEW SEWER. PAYMENT WILL BE UNDER THE RESPECTIVE UNIT BID ITEM AS SPECIFIED IN THE CONTRACT DOCUMENT.

NET RESIDENTIAL ACREAGE

TOTAL LOT AREA (PRE-DIVISIONS) = 43581.28 S.F. = 10.00 ACRES
 1) ISOLATED UNAVAILABLE AREAS = 0.0 S.F.
 2) ZONE OR VE FLOOD ZONES = 0.0 S.F.
 3) WETLANDS = 109895.10 = 2.52 ACRES
 4) STREAM CHANNELS INCLUDED IN WETLAND AREA
 5) SLOPES OVER 3% + 0.0 S.F. (PER LDCR)
 NET RESIDENTIAL ACREAGE = 435.8128 - 109.80510 = 325.77618 S.F. = 7.48 ACRES
 NUMBER OF LOTS ALLOWED = 325.77618 S.F. / 30,000 S.F./LOT = 10.9 = 10 LOTS TOTAL



LOCATION MAP
NOT TO SCALE

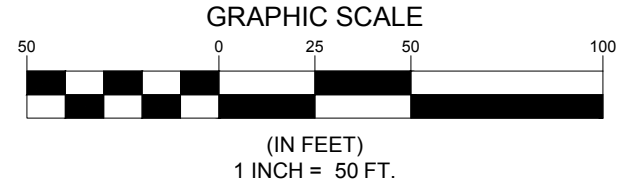
IMPERVIOUS AREA TABLE		
TYPE OF COVER	EXISTING IMP. AREA (S.F.)	PROPOSED IMP. AREA (S.F.)
BUILDING	0	2496
PAVEMENT	0	7457
TOTAL	0	9971
CHANGE FROM EXISTING (+/-)	-	9971
OVERALL IMPERVIOUS AREA (%)	-	3.4%

SACO ZONING SUMMARY WEST RESIDENTIAL (WR) ZONE		
	REQUIRED	PROPOSED
MIN. LOT AREA (UNSEWERED)	30,000 S.F.	288,960.42 S.F. (6.63 ACRES)
STREET FRONTAGE	100 FT	325± FT
MIN. FRONT SETBACK (MIN.)	25 FT	43± FT
MIN. REAR SETBACK (MIN.)	15 FT	33± FT
MIN. SIDE SETBACK (MIN.)	15 FT	143± FT
MAX. BUILDING HEIGHT	35 FT	> 35 FT
MAX. LOT COVERAGE	25%	1.5%

LEGEND		
EXISTING	DESCRIPTION	PROPOSED
□	GRANITE MONUMENT - 3' OFFSET	■
○	IRON PIN FOUNDSET	○
○	IRON ROD FOUND	○
○	CAPPED IRON ROD FOUND	○
○	DRILL HOLE FOUND	○
□	GRANITE MONUMENT FOUND	□
---	STREET LINE	---
---	LOT SETBACKS	---
---	PROPERTY LINE	---
---	ABUTTER LINE	---
---	"NO CUT" BUFFER	---
---	WETLANDS	---
---	EDGE OF ROAD/TRAVELED WAY	---
○	SOIL TEST PIT	○
---	CONTOUR	---
○	SPOT GRADE	○
○	GAS SHUT-OFF	○
○	UTILITY POLE	○
---	OVERHEAD UTILITIES	---
---	UNDERGROUND ELECTRICAL	---
---	ELECTRICAL TRANSFORMER	---
○	FIRE HYDRANT	○
---	WATER LINE	---
---	WATER GATE	---
---	SEWER LINE	---
○	SEWER MANHOLE	○
○	DRAINAGE MANHOLE	○
○	CATCH BASIN	○
---	STORMDRAIN	---
---	UNDERDRAIN	---
---	SILT FENCE	---
---	TEMP. STONE CHECK DAM	---
---	GRADING AND FLOW DIRECTION	---
---	HAY BALES	---
---	EROSION CONTROL BLANKET	---
---	STORMWATER BOUNDARY	---
---	STORMWATER FLOW (Tc)	---
---	FACE OF LEDGE OUTCROP	---
○	DECIDUOUS TREE	○
○	CONIFEROUS TREE	○
---	TREE LINE	---
○	SITE LIGHTING	○
---	STONE WALL	---

**CITY OF SACO NAME
PLANNING BOARD APPROVAL:**

CHAIR: _____ DATE: _____



1 SITE PLAN
1" = 50'



CLIENT:
FIVE STAR HOLDINGS, LLC.
451 ALFRED ST.
BIDDEFORD, ME 04005

PRELIMINARY
NOT FOR CONSTRUCTION

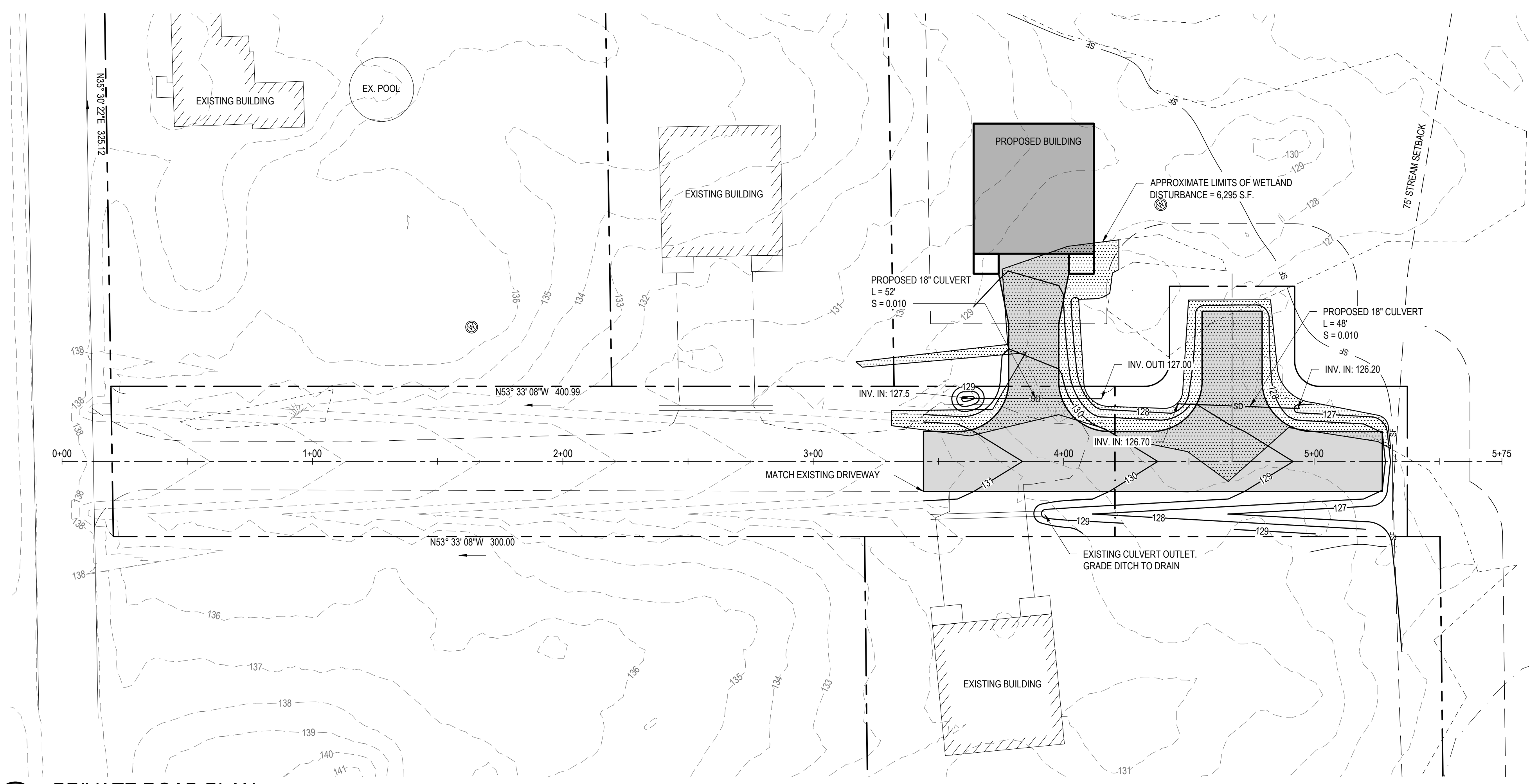
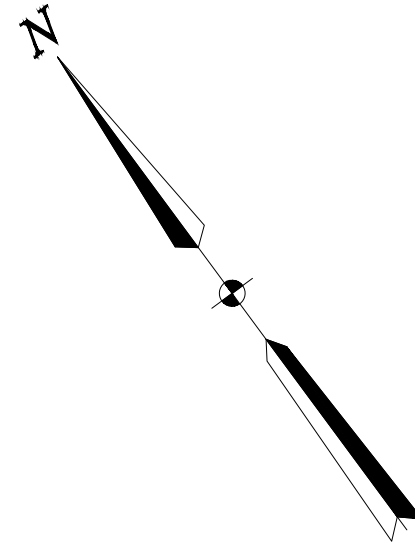
**SILVER PINE CONDOMINIUM
PROPOSED CONDOMINIUM AND
PRIVATE ROAD**
197 JENKINS ROAD
SACO, MAINE

ISSUED	DESCRIPTION	DATE	
		BY	ED
A	ISSUED FOR REVIEW	7/17/2024	
	SITE PLAN REVIEW	8/27/2024	
B			

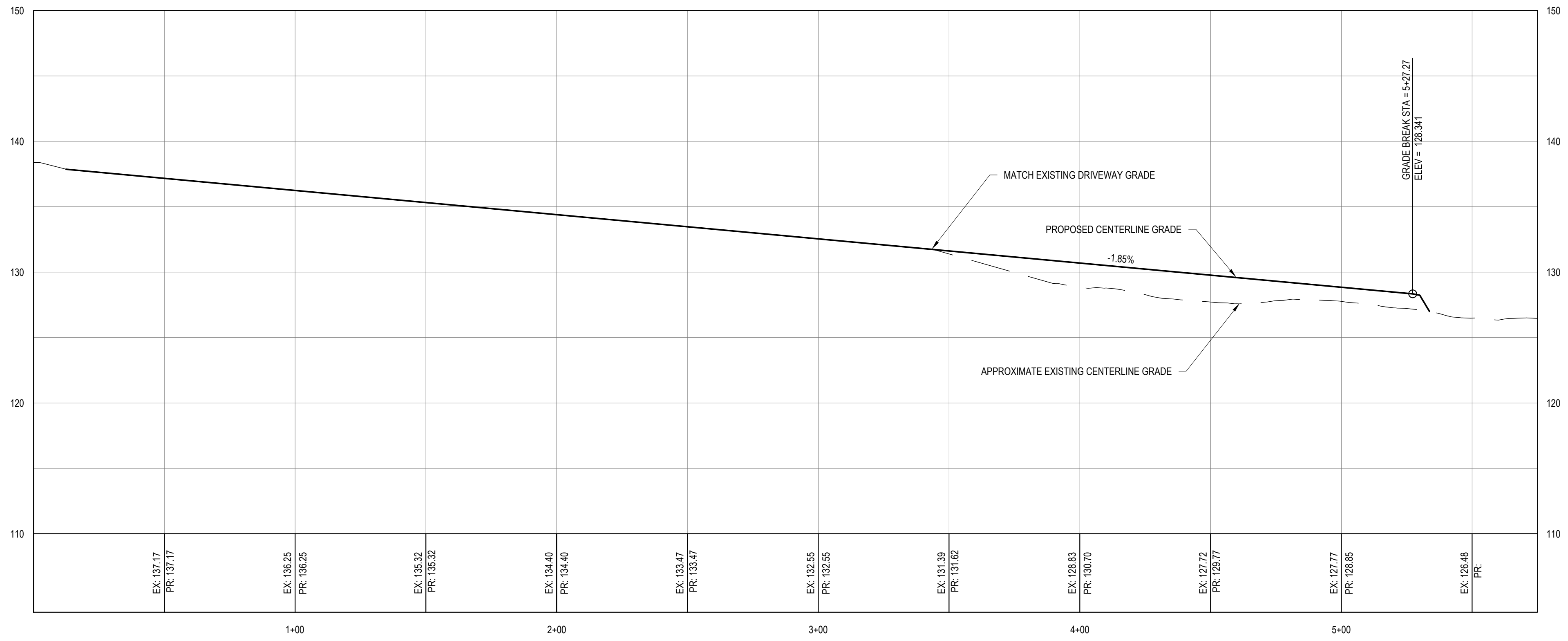
SHEET TITLE:
SITE PLAN
DESIGNED BY: ED
DRAWN BY: BVD
PROJECT NUMBER: 24-153

C100

Z:\01 - PROJECTS\2024\04-153 SILVER PINE COND003 - DWG\04-153 - C100.DWG - 8/27/2024 - BRAD VAN DAMM



1 PRIVATE ROAD PLAN
1" = 30'



2 PRIVATE ROAD PROFILE
HORIZONTAL: 1" = 30' / VERTICAL: 1" = 15'

CITY OF SACO NAME
PLANNING BOARD APPROVAL:

CHAIR: _____ DATE: _____

PRELIMINARY
NOT FOR CONSTRUCTION

**SILVER PINE CONDOMINIUM
PROPOSED CONDOMINIUM AND
PRIVATE ROAD**
197 JENKINS ROAD
SACO, MAINE

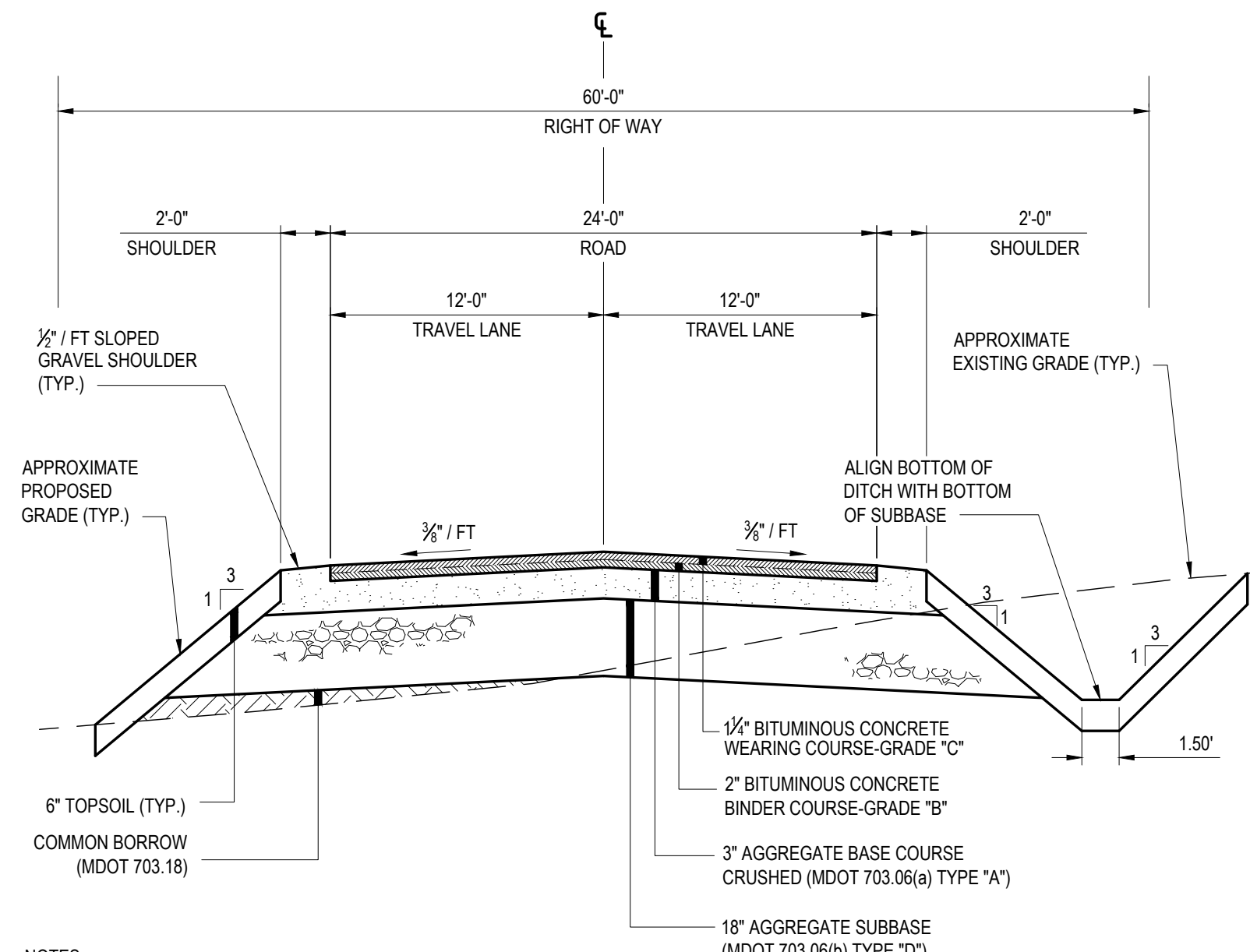
ISSUED		DESCRIPTION	DATE
BY	ED	ISSUED FOR REVIEW	7/17/2024
ED	ED	SITE PLAN REVIEW	8/27/2024

SHEET TITLE:

**PRIVATE ROAD
PLAN AND PROFILE**

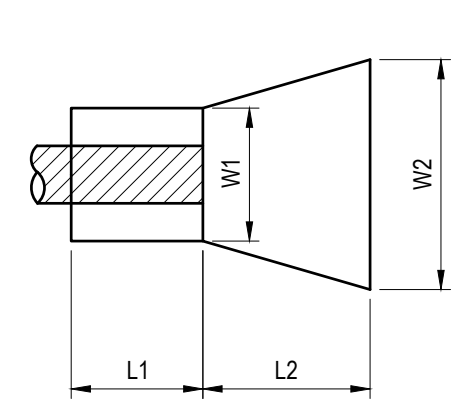
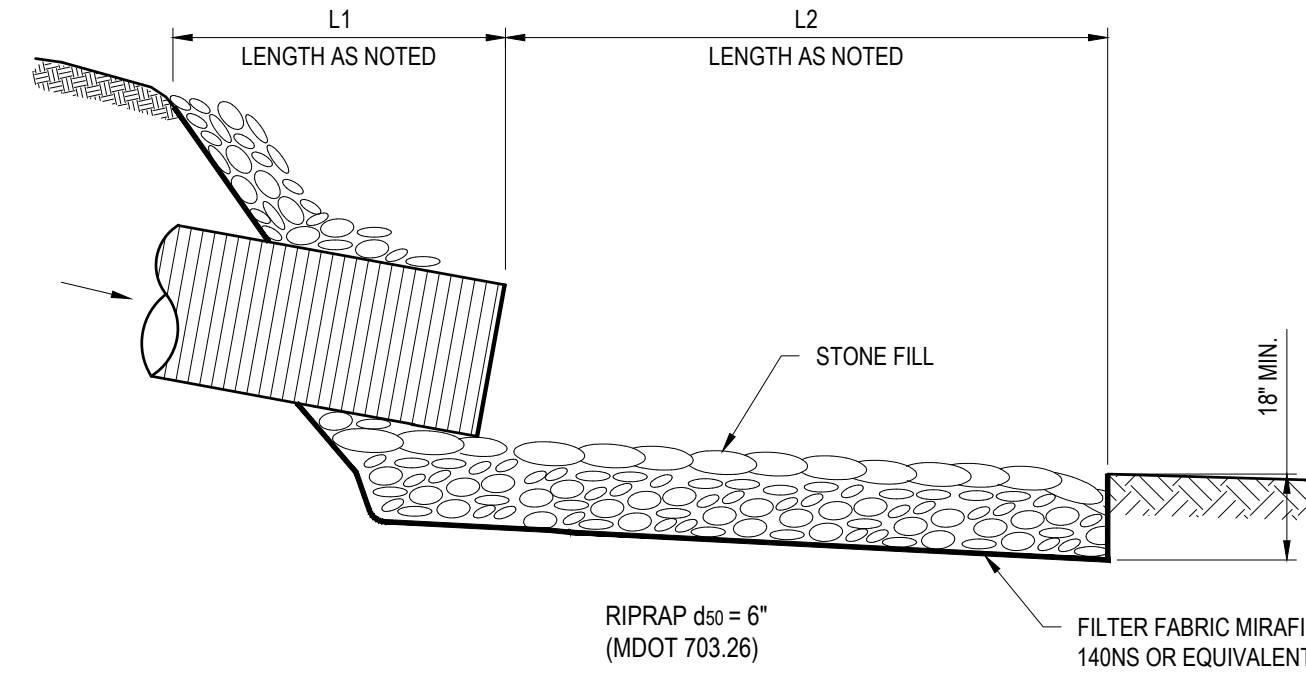
DESIGNED BY: _____ ED
DRAWN BY: _____ BVD
PROJECT NUMBER: 24-153

Z:\01 - PROJECTS\2024\153 SILVER PINE CONDO\03 - DWG\04-153 - C101.DWG - 8/26/2024 - BRAD VAN DAMM



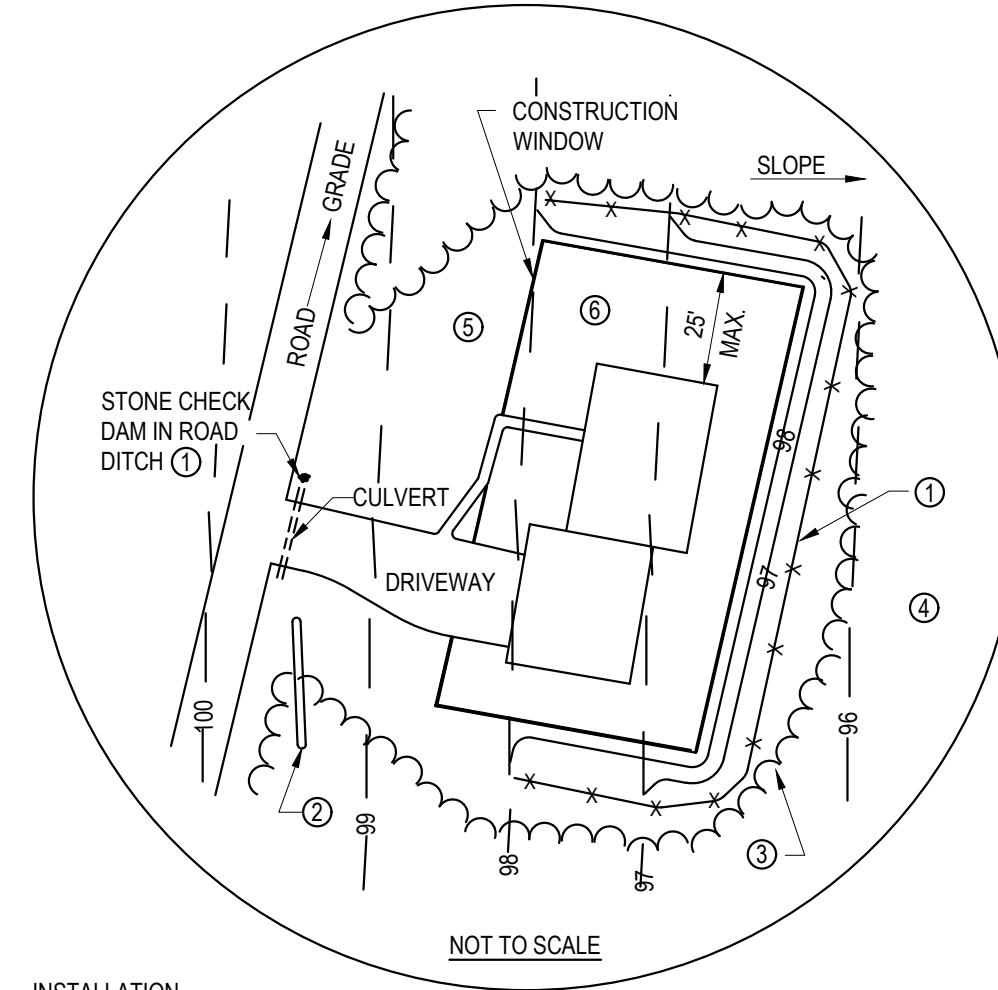
- NOTES:**
- LOAM AND SEED SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS 615 AND 618, METHOD ONE.
 - ENTIRE WIDTH OF ROADWAY AND SHOULDERS SHALL BE STRIPPED AND GRUBBED OF TOP SOIL, ORGANICS AND OTHER DELETERIOUS MATERIAL. ALL STUMPS AND UNSUITABLE MATERIAL (IF ANY) SHALL BE REMOVED IF WITHIN 5 FEET OF FINISHED GRADE UNDER ALL PAVED AREAS.
 - SUITABLE GRANULAR FILL MATERIAL SHALL CONSIST OF HARD DURABLE MINERALS LESS VERY FINE SANDS, SILT, CLAY, OR ORGANIC MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12 INCHES. COMPACTION SHALL BE ACHIEVED BY MECHANICAL MEANS OF A "DYNAPAC", TANDEM VIBRATORY WALK BEHIND ROLLER, OR TRACKING WITH HEAVY EQUIPMENT.

1 TYPICAL LOCAL STREET CROSS SECTION
NTS



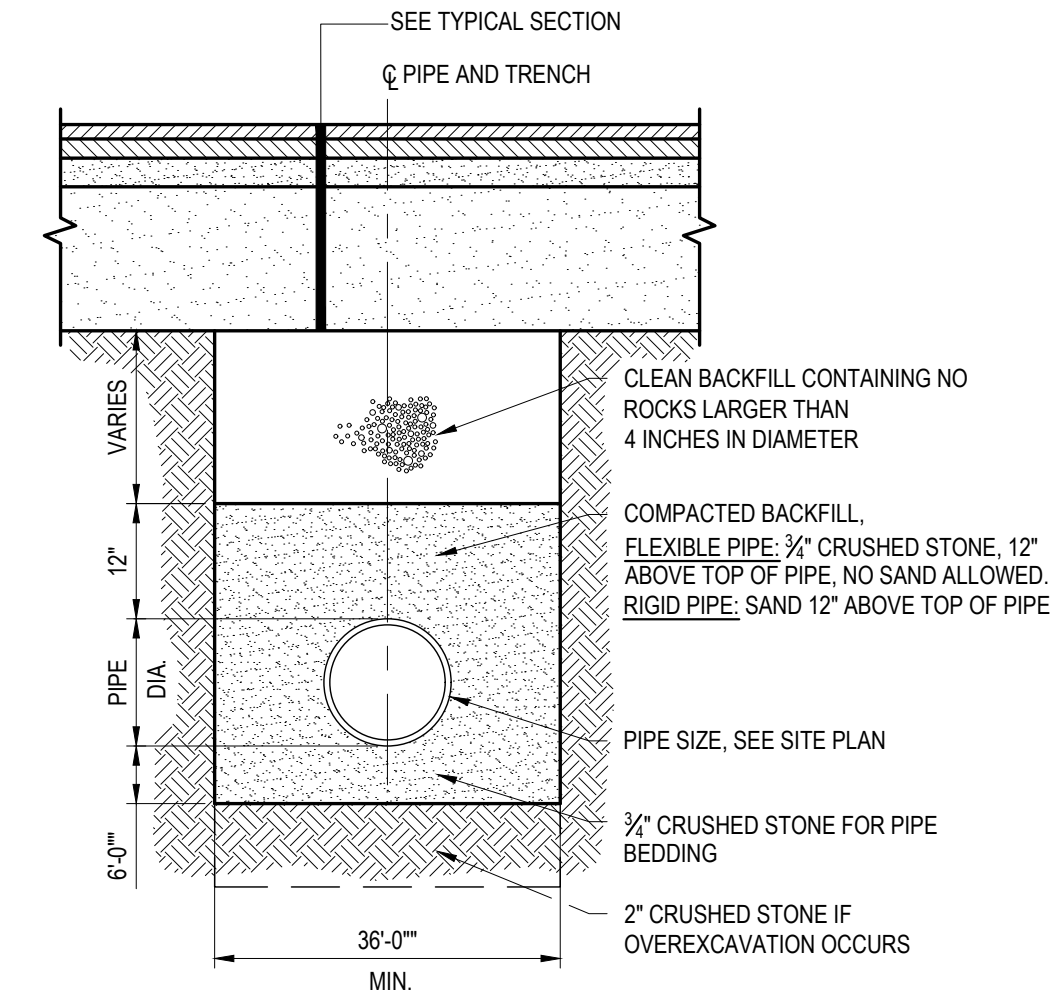
FEATURE	SIZE	L1	L2	W1	W2
CULVERT INLETS:	12"	3.00'	3.00'	4.00'	4.00'
	15"	3.00'	3.00'	4.00'	4.00'
	18"	3.00'	3.00'	4.00'	4.00'
CULVERT OUTLETS:	24"	3.00'	3.00'	4.00'	4.00'
	12"	3.00'	9.00'	4.00'	8.00'
	15"	6.00'	10.00'	6.00'	10.00'
	18"	6.00'	12.00'	8.00'	10.00'
	24"	6.00'	15.00'	10.00'	10.00'

2 CULVERT INLET/OUTLET PROTECTION DETAIL
NTS



- INSTALLATION**
- INSTALL SEDIMENT BARRIERS ON YOUR SITE BEFORE DISTURBING SOILS. SEE THE "SEDIMENT BARRIERS" MEASURE FOR DETAILS ON INSTALLATION AND MAINTENANCE.
 - CONSTRUCT A DIVERSION DITCH TO KEEP UPSLOPE RUNOFF OUT OF WORK AREA.
 - MARK CLEARING LIMITS ON THE SITE TO KEEP EQUIPMENT OUT OF AREAS WITH STEEP SLOPES, CHANNELIZED FLOW, OR ADJACENT SURFACE WATERS AND WETLANDS.
 - PRESERVE BUFFERS BETWEEN THE WORK AREA AND ANY DOWNSTREAM SURFACE WATERS AND WETLANDS. SEE THE "BUFFERS" MEASURE FOR BUFFER PRESERVATION.
 - USE TEMPORARY MULCH AND RYE-SEED TO PROTECT DISTURBED SOILS OUTSIDE THE ACTIVE CONSTRUCTION AREA. SEE THE "MULCHING" MEASURE AND "VEGETATION" MEASURE FOR DETAILS AND SPECIFICATIONS FOR THESE CONTROLS.
 - PERMANENTLY SEED AREAS NOT TO BE PAVED WITHIN SEVEN DAYS OF COMPLETING FINAL GRADING. SEE "VEGETATION" MEASURE FOR INFORMATION ON PROPER SEEDING.
- MAINTENANCE**
- EVERY MONTH THE FIRST YEAR AFTER CONSTRUCTION AND YEARLY THEREAFTER, INSPECT FOR AREAS SHOWING EROSION OR POOR VEGETATION GROWTH. THESE PROBLEMS SHALL BE FIXED AS SOON AS POSSIBLE. EACH SPRING REMOVE ANY ACCUMULATION OF DEBRIS OR WINTER SAND THAT WOULD IMPEDE RUNOFF FROM ENTERING A BUFFER OF DITCH.

3 HOUSE LOT EROSION CONTROL
NTS



NOTE:
ANY ALTERNATE TRENCHING OR PAYMENT METHODS SHALL BE APPROVED BY THE CITY.

4 TYPICAL UNDERGROUND PIPE TRENCH SECTION
NTS

PRELIMINARY
NOT FOR CONSTRUCTION

SILVER PINE CONDOMINIUM
PROPOSED CONDOMINIUM

197 JENKINS ROAD
SACO, MAINE

ISSUED NUMBER	DESCRIPTION	BY		DATE	
		ED	ED	7/17/2024	8/27/2024
A	ISSUED FOR REVIEW				
B	SITE PLAN REVIEW				

SHEET TITLE:

SITE DETAILS

DESIGNED BY: ED
DRAWN BY: BVD
PROJECT NUMBER: 24-153

C200

EROSION AND SEDIMENTATION NOTES

1. THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR DEALING WITH SOIL EROSION AND SEDIMENTATION DURING AND AFTER PROJECT CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARD AND SPECIFICATIONS FOR EROSION PREVENTION AS CONTAINED IN THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION. "MAINE EROSION AND SEDIMENT CONTROL BMP'S" PUBLISHED BY THE MAINE DEP, LATEST EDITION.

GENERAL EROSION AND SEDIMENTATION CONTROL PRACTICES

- EROSION/SEDIMENTATION CONTROL DEVICES**
THE FOLLOWING EROSION SEDIMENTATION CONTROL DEVICES ARE PROPOSED FOR CONSTRUCTION ON THIS PROJECT. INSTALL THESE DEVICES AS INDICATED ON THE PLANS.
 - SILT FENCE:** SILT FENCE WILL BE INSTALLED ALONG THE DOWN GRADING EDGES OF DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL THE SITE IS STABILIZED. IN AREAS WHERE STORMWATER DISCHARGES THE SILT FENCE WILL BE REINFORCED WITH HAY BALES TO HELP MAINTAIN THE INTEGRITY OF THE SILT FENCE AND TO PROVIDE ADDITIONAL TREATMENT.
 - HAY BALES TO BE PLACED IN LOW FLOW DRAINAGE SWALES AND PATHS TO TRAP SEDIMENTS AND REDUCE RUNOFF VELOCITIES. DO NOT PLACE HAY BALES IN FLOWING WATER OR STREAMS.
 - RIPRAP: PROVIDE RIPRAP IN AREAS WHERE CULVERTS DISCHARGE OR AS SHOWN ON THE PLANS.
 - LOAM, SEED, & MULCH: ALL DISTURBED AREAS, WHICH ARE NOT OTHERWISE TREATED, SHALL RECEIVE PERMANENT SEEDING AND MULCH TO STABILIZE THE DISTURBED AREAS. THE DISTURBED AREAS WILL BE REVEGETATED WITHIN 5 DAYS OF FINAL GRADING. SEEDING REQUIREMENTS ARE PROVIDED AT THE END OF THIS SPECIFICATION.
 - STRAW AND HAY MULCH: USED TO COVER DENuded AREAS UNTIL PERMANENT SEED OR EROSION CONTROL MEASURES ARE IN PLACE. MULCH BY ITSELF CAN BE USED ON SLOPES LESS THAN 15% IN SUMMER AND 8% IN WINTER. ALL OTHER SLOPES MUST BE COVERED WITH JUTE MESH OVER MULCH, OR CURLEX II OR EXCELISOR MAY BE USED IN PLACE OF JUTE MESH AND MULCH OVER LOAM AND SEED.
 - MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELISOR OR CURLEX.
- TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES**
PROVIDE THE FOLLOWING TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION OF THE DEVELOPMENT:
 - SILTATION FENCE ALONG THE DOWNGRADIENT SIDE OF THE PARKING AREAS AND OF ALL FILL SECTIONS. THE SILTATION FENCE WILL REMAIN IN PLACE UNTIL THE SITE IS 85% REVEGETATED.
 - HAY BALES PLACED AT KEY LOCATIONS TO SUPPLEMENT THE SILT FENCE.
 - PROTECT TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION AS FOLLOWS:
 - SOIL STOCKPILE SIDE SLOPES SHALL NOT EXCEED 2:1.
 - AVOID PLACING TEMPORARY STOCKPILES IN AREAS WITH SLOPES OVER 10 PERCENT, OR NEAR DRAINAGE SWALES. SEE ITEM 3 IN CONSTRUCTION PHASE NOTES BELOW.
 - STABILIZE STOCKPILES WITHIN 15 DAYS BY TEMPORARILY SEEDING WITH A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH.
 - SURROUND STOCKPILE SOIL WITH SILTATION FENCE AT BASE OF PILE.
 - ALL DENuded AREAS WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN THE BUILDING PAD, OR PARKING AND DRIVEWAY SUBBASE AREA SHALL RECEIVE MULCH WITHIN 30 DAYS OF INITIAL DISTURBANCE OF SOIL OR WITHIN 15 DAYS AFTER COMPLETING THE ROUGH GRADING OPERATIONS. IN THE EVENT THE CONTRACTOR COMPLETES FINAL GRADING AND INSTALLATION OF LOAM AND SOD WITHIN THE TIME PERIODS PRESENTED ABOVE, INSTALLATION OF MULCH AND NETTING, WHERE APPLICABLE, IS NOT REQUIRED.
 - IF WORK IS CONDUCTED BETWEEN OCTOBER 15 AND APRIL 15, ALL DENuded AREAS ARE TO BE COVERED WITH HAY MULCH. APPLIED AT TWICE THE NORMAL APPLICATION RATE, AND ANCHORED WITH FABRIC NETTING. THE PERIOD BETWEEN FINAL GRADING AND MULCHING SHALL BE REDUCED TO A 15 DAY MAXIMUM.
 - TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE HAS BEEN STABILIZED OR IN AREAS WHERE PERMANENT EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
- PERMANENT EROSION CONTROL MEASURES**
THE FOLLOWING PERMANENT CONTROL MEASURES ARE REQUIRED BY THIS EROSION/SEDIMENTATION CONTROL PLAN:
 - ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.), WILL BE LOAMED, LIMED, FERTILIZED AND SEED. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.
 - SLOPES GREATER THAN 2:1 WILL RECEIVE RIPRAP.

CONSTRUCTION PHASE
THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION DURING CONSTRUCTION OF THIS PROJECT.

- ONLY THOSE AREAS UNDER ACTIVE CONSTRUCTION WILL BE CLEARED AND LEFT IN AN UNTREATED OR UNVEGETATED CONDITION. IF FINAL GRADING, LOAMING AND SEEDING WILL NOT OCCUR WITHIN 15 DAYS, SEE ITEM NO. 4.
- PRIOR TO THE START OF CONSTRUCTION IN A SPECIFIC AREA, SILT FENCING AND/OR HAY BALES WILL BE INSTALLED AT THE TOE OF SLOPE AND IN AREAS AS LOCATED ON THE PLANS TO PROTECT AGAINST ANY CONSTRUCTION RELATED EROSION. IMMEDIATELY FOLLOWING CONSTRUCTION OF CULVERTS AND SWALES, RIP RAP APRONS SHALL BE INSTALLED, AS SHOWN ON THE PLANS.
- TOPSOIL WILL BE STOCKPILED WHEN NECESSARY IN AREAS WHICH HAVE MINIMUM POTENTIAL FOR EROSION AND WILL BE KEPT AS FAR AS POSSIBLE FROM THE EXISTING DRAINAGE COURSE. NO STOCKPILE SHALL BE CLOSER THAN 100' OF A RESOURCE INCLUDING, BUT NOT LIMITED TO, WETLANDS, STREAMS, AND OPEN WATER BODIES. ALL STOCKPILES SHALL HAVE A SILTATION FENCE BELOW THEM REGARDLESS OF TIME OF PRESENCE. ALL STOCKPILES EXPECTED TO REMAIN LONGER THAN 15 DAYS SHALL BE:
 - TREATED WITH ANCHORED MULCH (WITHIN 5 DAYS OF THE LAST DEPOSIT OF STOCKPILED SOIL).
 - SEED WITH CONSERVATION MIX AND MULCHED IMMEDIATELY.
 - INSTALL SILT FENCE AROUND STOCKPILE AT BASE OF PILE.
 STOCKPILES TO HAVE SILT FENCE INSTALLED AT TIME OF ESTABLISHMENT AT BASE OF PILE.
- ALL DISTURBED AREAS EXPECTED TO REMAIN LONGER THAN 30 DAYS SHALL BE EITHER:
 - TREATED WITH ANCHORED MULCH IMMEDIATELY, OR
 - SEED WITH CONSERVATION MIX OF ANNUAL RYE GRASS (0.9 LBS/1000 SQ. FT) AND MULCHED IMMEDIATELY.
- ALL GRADING WILL BE HELD TO A MAXIMUM 2:1 SLOPE WHERE PRACTICAL. ALL SLOPES WILL BE STABILIZED WITH PERMANENT SEEDING, OR WITH STONE, WITHIN 5 DAYS AFTER FINAL GRADING IS COMPLETE. (SEE POST-CONSTRUCTION REVEGETATION FOR SEEDING SPECIFICATION.)
- ALL CULVERTS WILL BE PROTECTED WITH STONE RIPRAP (D50 = 6" UNLESS OTHERWISE SPECIFIED) AT INLETS AND OUTLETS.

POST-CONSTRUCTION REVEGETATION
THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION AS SOON AS AN AREA IS READY TO UNDERGO FINAL GRADING.

- A MINIMUM OF 4" OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH AND NATURAL APPEARANCE, OR STONE WILL BE PLACED ON SLOPES TO STABILIZE SURFACES.
- IF FINAL GRADING IS REACHED DURING THE NORMAL GROWING SEASON (4/15 TO 9/15), PERMANENT SEEDING WILL BE DONE AS SPECIFIED BELOW. PRIOR TO SEEDING, LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS/1000 SQ. FT. AND 10:20:20 FERTILIZER AT A RATE OF 18.4 LBS/1000 SQ.FT WILL BE APPLIED. BROADCAST SEEDING AT THE FOLLOWING RATES:

LAWNS	SWALES
KENTUCKY BLUEGRASS 0.46 LBS/1000 SF.	RED TOP 0.05 LBS/1000 SF.
CREeping RED FESCUE 0.46 LBS/1000 SF.	TALL FESCUE 0.46 LBS/1000 SF.
PERENNIAL RYE GRASS 0.11 LB/1000 SF.	

- HAY MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. HAY MULCH SHALL BE SECURED BY EITHER: (NOTE: SOIL SHALL NOT BE VISIBLE)
 - BEING DRIVEN OVER BY TRACKED CONSTRUCTION EQUIPMENT ON GRADES OF 5% AND LESS.
 - BLANKETED BY TACKED PHOTODEGRADABLE/BIODEGRADABLE NETTING, OR WITH SPRAY, ON GRADES GREATER THAN 5%.
 - SEE NOTE 6, GENERAL NOTES, AND NOTE 8, WINTER CONSTRUCTION.
- HYDRO-MULCH SHALL CONSIST OF A MIXTURE OF EITHER ASPHALT, WOOD FIBER OR PAPER FIBER AND WATER SPRAYED OVER A SEEDED AREA. HYDRO-MULCH SHALL NOT BE USED BETWEEN 9/15 AND 4/15.
- CONSTRUCTION SHALL BE PLANNED TO ELIMINATE THE NEED FOR SEEDING BETWEEN SEPTEMBER 15 AND APRIL 15. SHOULD SEEDING BE NECESSARY BETWEEN SEPTEMBER 15 AND APRIL 15 THE FOLLOWING PROCEDURE SHALL BE FOLLOWED. ALSO REFER TO NOTE 9 OF WINTER CONSTRUCTION.
 - ONLY UNFROZEN LOAM SHALL BE USED.
 - LOAMING, SEEDING AND MULCHING WILL NOT BE DONE OVER SNOW OR ICE COVER. IF SNOW EXISTS, IT MUST BE REMOVED PRIOR TO PLACEMENT OF SEED.
 - WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ. FT) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
 - WHERE TEMPORARY SEEDING IS REQUIRED, ANNUAL WINTER RYE (2.6 LBS/1000 SQ. FT) SHALL BE SOWN INSTEAD OF THE PREVIOUSLY NOTED SEEDING RATE.
 - FERTILIZING, SEEDING AND MULCHING SHALL BE APPLIED TO LOAM THE DAY THE LOAM IS SPREAD BY MACHINERY.
 - ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.
- FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

MONITORING SCHEDULE
THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, MAINTAINING, REPAIRING, REPLACING AND REMOVING ALL OF THE EROSION AND SEDIMENTATION CONTROLS OR APPOINTING A QUALIFIED SUBCONTRACTOR TO DO SO. MAINTENANCE MEASURES WILL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION WILL BE MADE OF ALL EROSION AND SEDIMENTATION CONTROLS AS FOLLOWS:

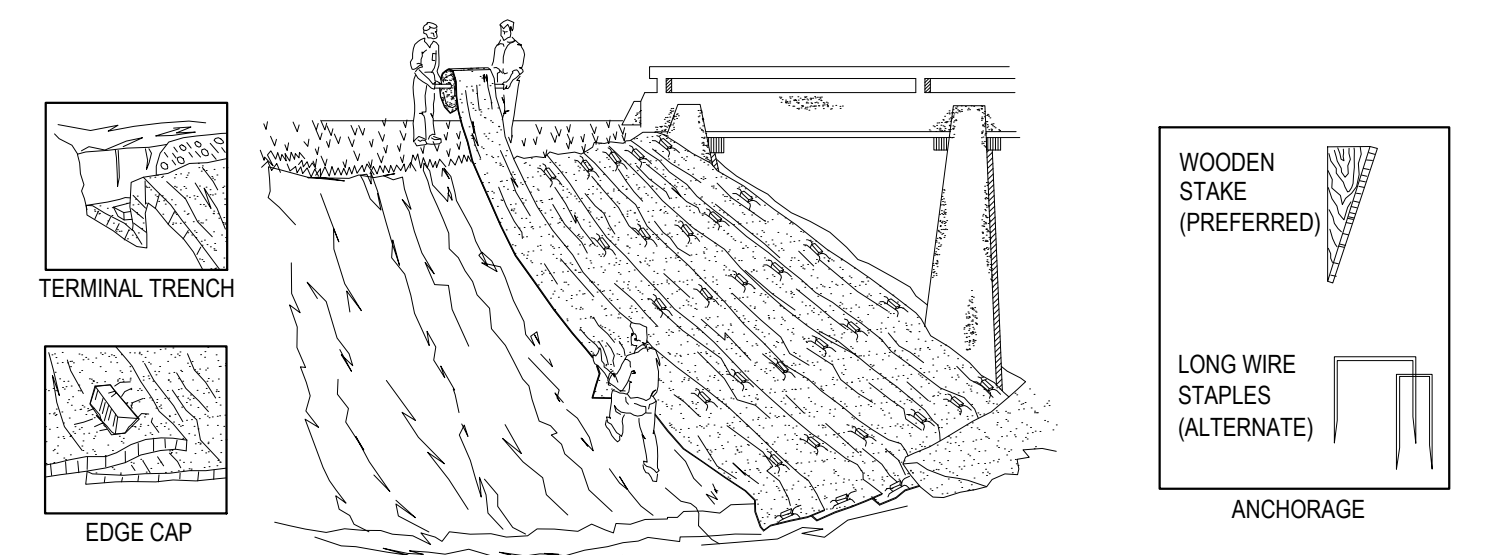
 - HAY BALE BARRIERS, SILT FENCE, AND STONE CHECK DAMS SHALL BE INSPECTED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6" AND REDISTRIBUTED TO AREAS UNDERGOING FINAL GRADING. SHOULD THE HAY BALE BARRIERS PROVE TO BE INEFFECTIVE, THE CONTRACTOR SHALL INSTALL SILT FENCE BEHIND THE HAY BALES.
 - VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RISER. DISTRIBUTE REMOVED SEDIMENT OFF SITE OR TO AN AREA UNDERGOING FINAL GRADING.
 - REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEED WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEED AS NEEDED. EXPOSED AREAS WILL BE RESEED AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.

EROSION CONTROL DURING WINTER CONSTRUCTION

- WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
- WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
- EXPOSED AREA SHALL BE LIMITED TO THOSE AREAS TO BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AT THE END OF EACH WORK WEEK NO AREAS MAY BE LEFT UNSTABILIZED OVER THE WEEKEND.
- CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.
- AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1000 S.F. (WITH OR WITHOUT SEEDING) OR DORMANT SEEDED, MULCHED AND ANCHORED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. NOTE: AN AREA IS ALSO CONSIDERED STABLE IF SOODED, COVERED WITH GRAVEL (PARKING LOTS) OR STRUCTURAL SAND.
- BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNCOVERED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT. EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SILT FENCE OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNLESS SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.
- MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELISOR OR CURLEX.
- MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1 THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
- BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1, WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF THE AIR AND SOIL PERMIT, DORMANT SEEDING IS EFFECTIVE.
- IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

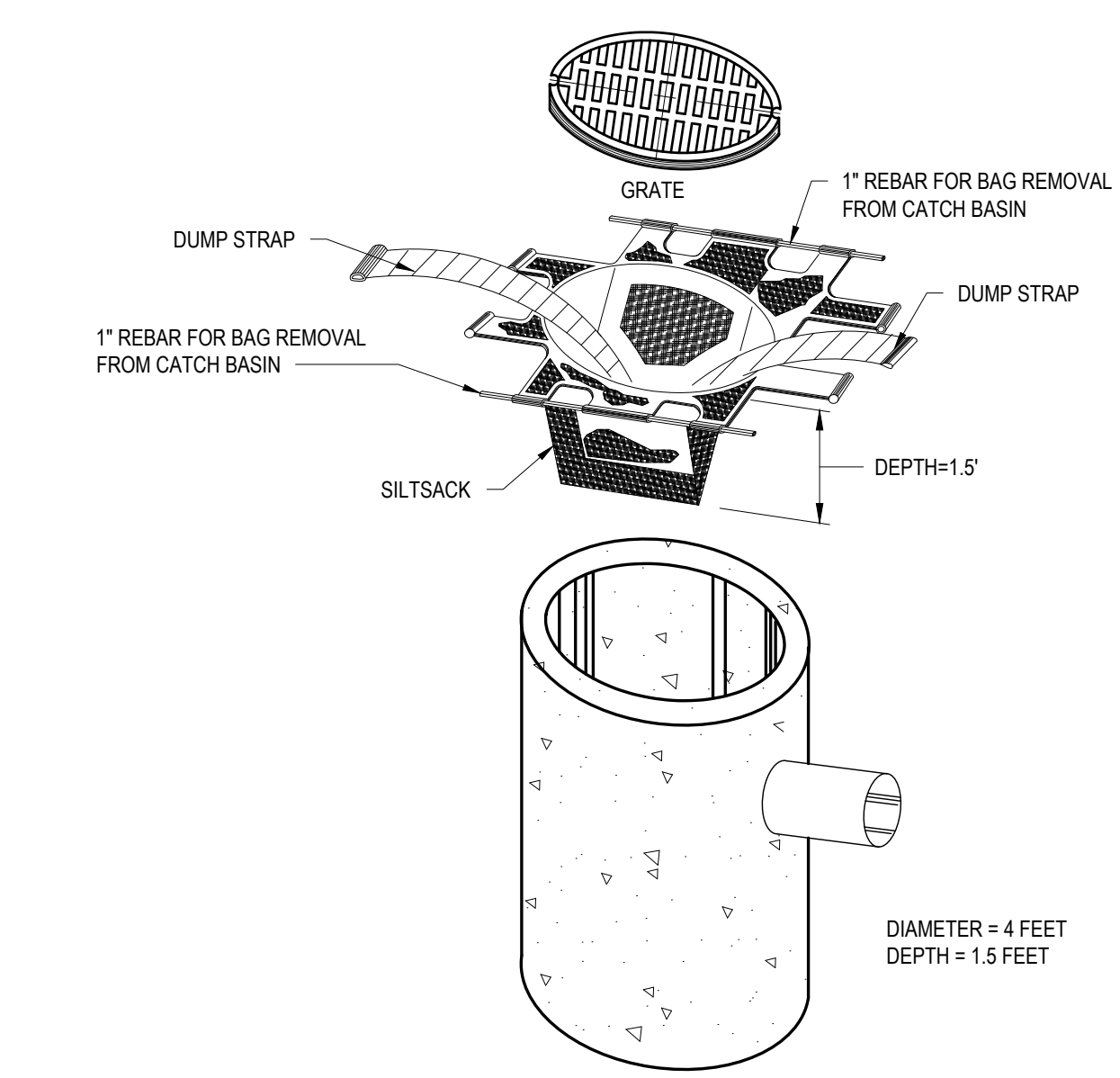
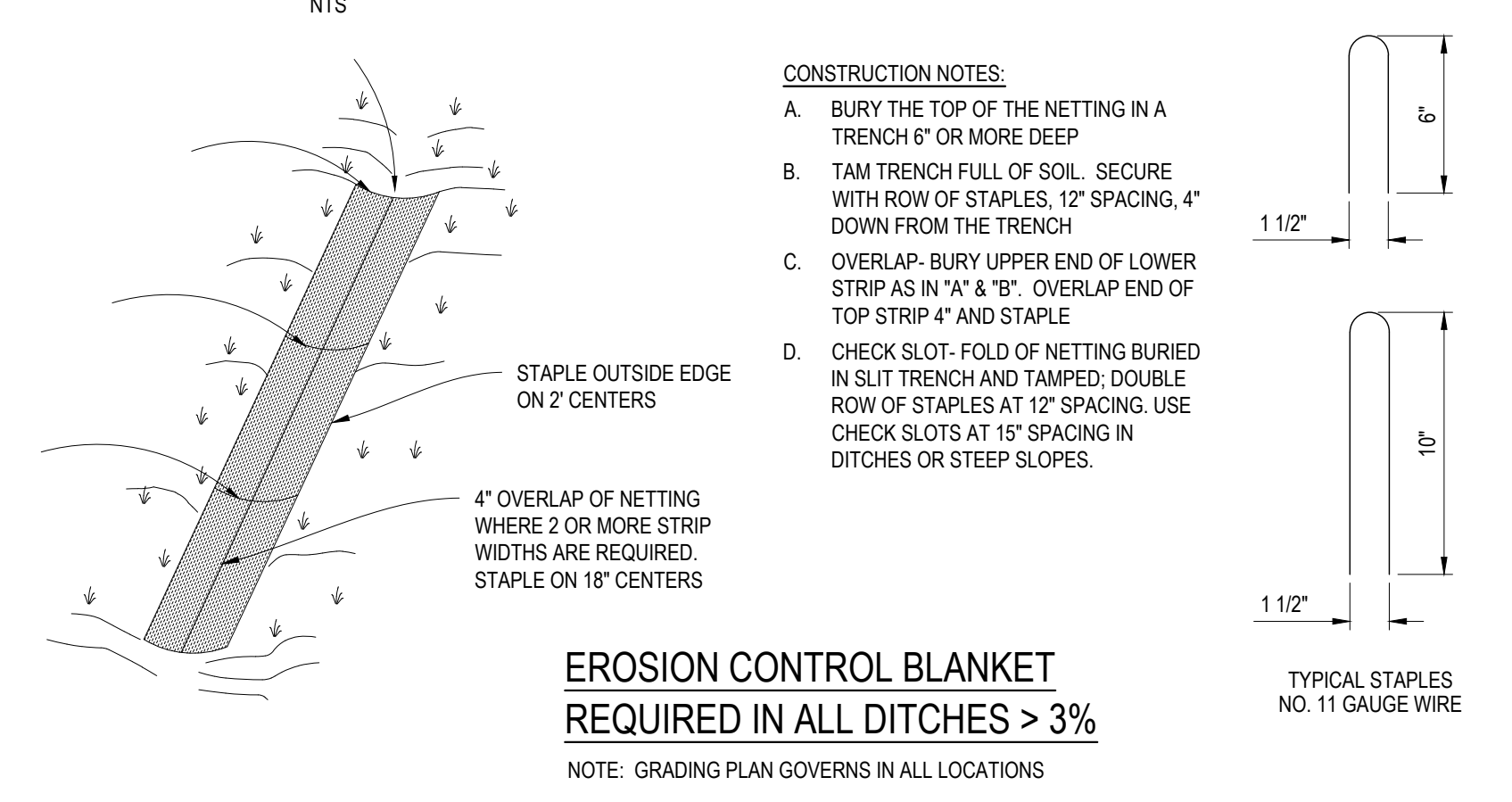
- SITE INSPECTION AND MAINTENANCE**
- WEEKLY INSPECTIONS, AS WELL AS ROUTINE INSPECTIONS FOLLOWING RAIN FALLS, SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES UNTIL FINAL ACCEPTANCE OF THE PROJECT (85% GRASS CATCH). NECESSARY REPAIRS SHALL BE MADE TO CORRECT UNDERMINING OR DETERIORATION. FINAL ACCEPTANCE SHALL INCLUDE A SITE INSPECTION TO VERIFY THE STABILITY OF ALL DISTURBED AREAS AND SLOPES. UNTIL FINAL INSPECTION, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL IMMEDIATELY BE CLEANED, AND REPAIRED BY THE GENERAL CONTRACTOR AS REQUIRED. DISPOSAL OF ALL TEMPORARY EROSION AND CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

IT IS RECOMMENDED THAT THE OWNER HIRE THE SERVICES OF THE DESIGN ENGINEER TO PROVIDE COMPLIANCE INSPECTIONS (DURING ACTIVE CONSTRUCTION) RELATIVE TO IMPLEMENTATION OF THE STORMWATER AND EROSION CONTROL PLANS. SUCH INSPECTIONS SHOULD BE LIMITED TO ONCE A WEEK OR AS NECESSARY AND BE REPORTABLE TO THE OWNER, TOWN AND DEP.
 - SHORT-TERM SEDIMENTATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ALL SWALES AND STRUCTURES PRIOR TO TURNING PROJECT OVER TO THE CITY.
- MAINTENANCE AFTER CONSTRUCTION**
- LONG-TERM PROVISIONS FOR PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL FACILITIES AFTER ACCEPTANCE OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE OWNER OR THEIR DESIGNEE. SUCH RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO THOSE DETAILED AS FOLLOWS:
 - PARKING LOT SHALL BE MECHANICALLY SWEEPED TWICE PER YEAR. THE FIRST SHALL TAKE PLACE IN THE MID WINTER (JANUARY THAW) TO REMOVE ACCUMULATED SANDS FROM WINTER SANDING TO THIS POINT. THE SECOND SWEEPING SHALL TAKE PLACE AFTER WINTER SANDING OPERATIONS TERMINATE BUT PRIOR TO MAY 1.
 - INSPECTION OF STORMWATER OUTLET STRUCTURE SHOULD BE CONDUCTED TWICE PER YEAR. ACCESS TO THE STRUCTURE IS THROUGH THE TOP. THE OIL/WATER SEPARATOR UNIT SHALL BE PUMPED DOWN AND THE SEDIMENT AND TRASH SHALL BE REMOVED AT THE TIME OF THE INSPECTION. THE REMOVAL OF ALL SEDIMENT AND TRASH WILL HELP MINIMIZE VOLUME LOSS.
 - THE OWNER SHALL FILE A YEARLY MAINTENANCE REPORT TO THE CITY DOCUMENTING THE REQUIRED MAINTENANCE FOR THE STORMWATER SYSTEM.

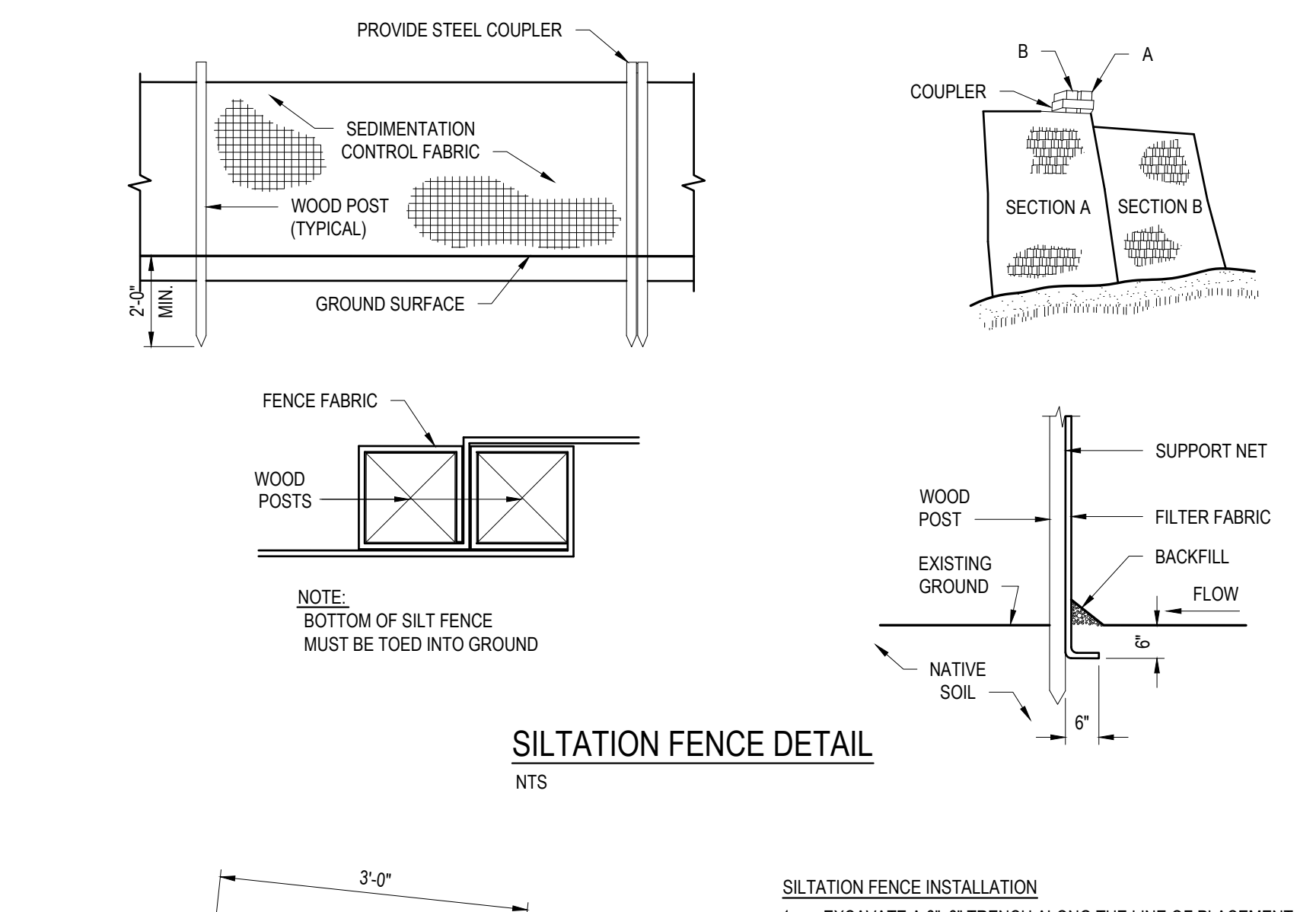
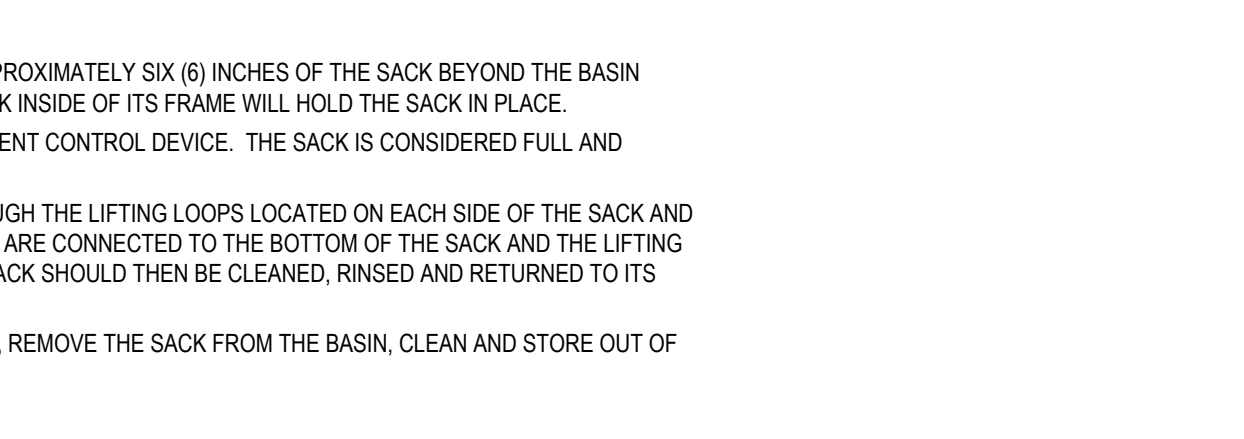
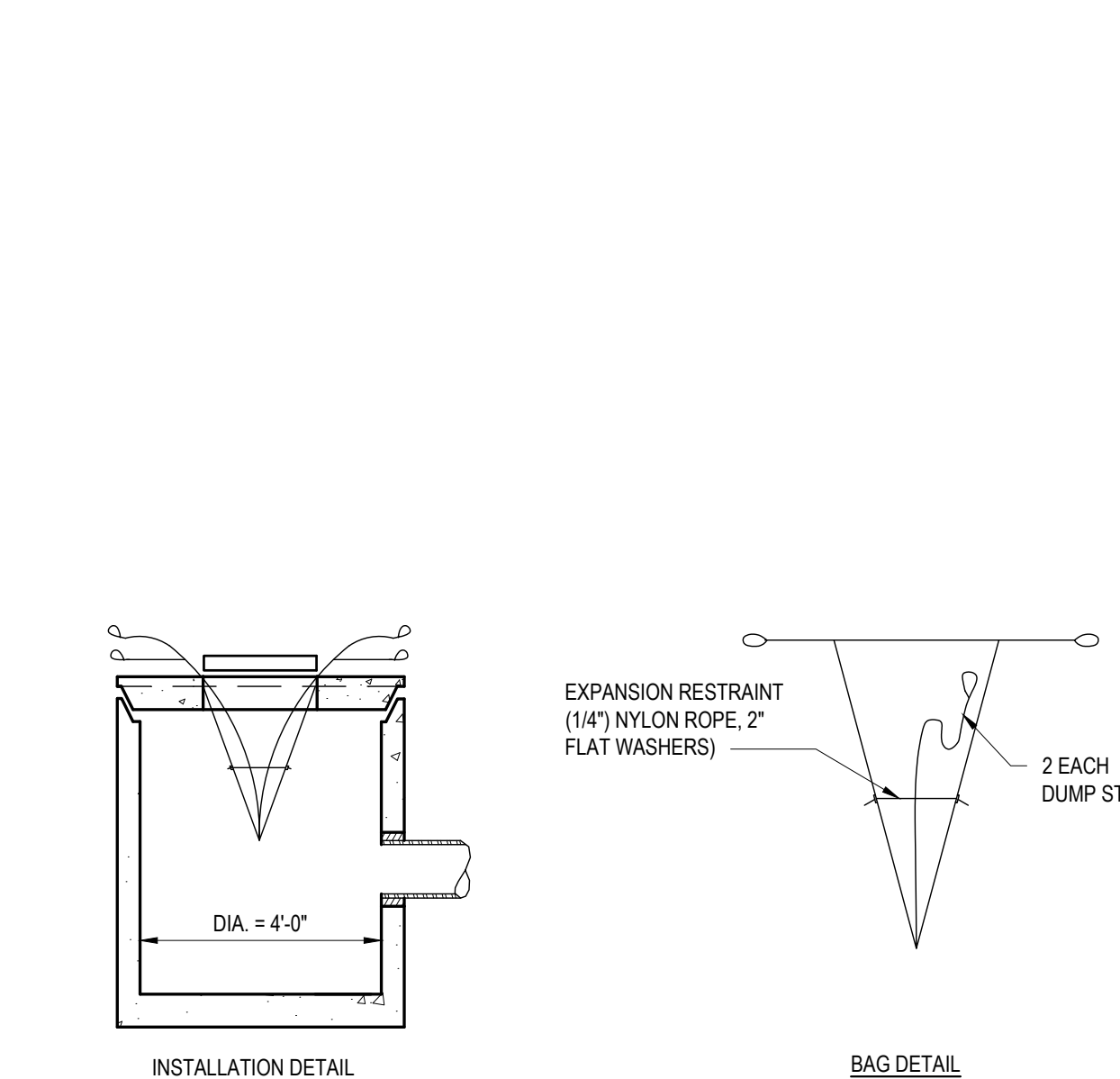


- UNROLL MAT ONTO GROUND IN DIRECTION OF WATER FLOW.
- MAT SHOULD LIE FLAT. DO NOT STRETCH MAT OVER GROUND. STRETCHING MAY CAUSE MAT TO BRIDGE DEPRESSIONS IN THE SURFACE AND ALLOW EROSION UNDERNEATH.
- BURY TRANSVERSE TERMINAL ENDS OF MAT TO SECURE AND PREVENT EROSION UNDERNEATH.
- SECURE MAT SNIUGLY INTO ALL TRANSVERSE CHECK SLOTS.
- BACKFILL AND COMPACT TRENCHES AND CHECK SLOTS AFTER STAKING THE MAT IN BOTTOM OF TRENCH.
- OVERLAP ROLL ENDS BY THREE (3) FEET (MIN.) WITH UPSLOPE MAT ON TOP TO PREVENT UPLIFT OF MAT END BY WATER FLOW. IF INSTALLING IN THE DIRECTION OF A CONCENTRATED WATER FLOW, START NEW ROLLS IN A TRANSVERSE DITCH.
- OVERLAP ADJACENT EDGES OF MAT BY THREE (3) INCHES (MIN.) AND STAKE.
- WOOD STAKES ARE RECOMMENDED FOR PINNING MAT TO THE GROUND SURFACE. STAKES SHOULD BE 1" X 3" NOMINAL STOCK CUT IN A TRIANGULAR SHAPE. STAKES SHOULD BE 12" TO 18" LONG, DEPENDING ON SOIL DENSITY.
- DRIVE WOODEN STAKES TO WITHIN THREE (3) INCHES OF GROUND SURFACE. DO NOT DRIVE FLUSH TO SURFACE.
- IN ALL TRANSVERSE TRENCHES AND CHECK SLOTS, STAKE EACH MAT AT ITS CENTER AND OVERLAP EDGES BEFORE BACKFILLING AND COMPACTING.
- STAKE OVERLAPS LONGITUDINALLY AT THREE (3) TO FIVE (5) FOOT INTERVALS.
- FOLLOW COLORED DOT PATTERNS BY MANUFACTURER REQUIRED ON ALL SLOPES > 8% (WINTER CONSTRUCTION) REQUIRED ON ALL SLOPES > 15% (SUMMER CONSTRUCTION)

**EROSION CONTROL BLANKET
GENERAL INSTALLATION GUIDELINES ON SLOPES**



- "SILTSACK" INSTALLATION INSTRUCTION**
- REMOVE THE CATCH BASIN GRATE AND PLACE THE SACK INTO THE OPENING. HOLD OUT APPROXIMATELY SIX (6) INCHES OF THE SACK BEYOND THE BASIN FRAME TO ALLOW ACCESS TO THE "SILTSACK" LIFTING STRAPS. REPLACING THE GRATE BACK INSIDE OF ITS FRAME WILL HOLD THE SACK IN PLACE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING THIS SEDIMENT CONTROL DEVICE. THE SACK IS CONSIDERED FULL AND READY TO EMPTY WHEN THE "RESTRAINT CORD" IS NO LONGER VISIBLE.
 - THE "SILTSACK" IS REMOVED BY PLACING TWO (2) PIECES IF 1 INCH DIAMETER REBAR THROUGH THE LIFTING LOOPS LOCATED ON EACH SIDE OF THE SACK AND LIFTING WITH AN APPROPRIATE PIECE OF CONSTRUCTION EQUIPMENT. THE LIFTING STRAPS ARE CONNECTED TO THE BOTTOM OF THE SACK AND THE LIFTING ACTION WILL CAUSE THE SACK TO TURN INSIDE OUT, AND EMPTYING THE CONTENTS. THE SACK SHOULD THEN BE CLEANED, RINSED AND RETURNED TO ITS ORIGINAL SHAPE AND PLACED BACK IN THE BASIN.
 - THE "SILTSACK" IS REUSABLE, THEREFORE, ONCE THE CONSTRUCTION CYCLE IS COMPLETE, REMOVE THE SACK FROM THE BASIN, CLEAN AND STORE OUT OF DIRECT SUNLIGHT UNTIL ITS NEXT USE.
 - THE "SILTSACK" SEDIMENT CONTROL DEVICE IS MANUFACTURED BY: ACF ENVIRONMENTAL



- SILTATION FENCE INSTALLATION**
- EXCAVATE A 6"x6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
 - UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
 - DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM. JOIN SECTION AS SHOWN ABOVE.
 - LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPLISHED BY AN INTERCEPTION DITCH.
 - BARRIER SHALL BE MIRAFI SILT FENCE OR APPROVED EQUAL.

TRILLIUM ENGINEERING GROUP
189 MAIN STREET SUITE 200
YARMOUTH, ME 04096

CLIENT:
FIVE STAR HOLDINGS, LLC.

451 ALFRED ST.
BIDDEFORD, ME 04095

PRELIMINARY
NOT FOR CONSTRUCTION

SILVER PINE CONDOMINIUM
PROPOSED CONDOMINIUM
197 JENKINS ROAD
SACO, MAINE

NUMBER	DESCRIPTION	DATE
A	ISSUED FOR REVIEW	7/17/2024
B	SITE PLAN REVIEW	8/27/2024

SHEET TITLE:
EROSION CONTROL DETAILS

DESIGNED BY: ED
DRAWN BY: BVD
PROJECT NUMBER: 24-153

C300

Z:\01 - PROJECTS\2024\04-153 SILVER PINE CONDOMINIUM - DINGDOL - CS300.DWG - 8/26/2024 - BRAD VAN DAMM