

**RESTATED DECLARATION OF CONDOMINIUM
BEACHWOOD BAY ESTATES, A CONDOMINIUM
Route 191, Cutler, Maine**

As Amended and Restated as of July 30,, 2021

PURPOSE

The purpose of this Restated Declaration of Condominium (the "Restated Declaration") is to supplement, amend and restate the Declaration of Condominium for Beachwood Bay Estates, a Condominium dated June 23, 2006, and recorded in the Washington County Registry of Deeds in Book 3159, Page 117, as amended by the First Amendment to Declaration dated September 7, 2006, and recorded in said Registry in Book 3191, Page 98 (collectively the "Initial Declaration").

As set forth in the Notice of Termination of Declarant/Developer Rights dated September 14, 2012 between Cutler Residential Development, LLC and Beachwood Bay Estates Condominium Association, recorded in Book 3892, Page 90 of Said Registry (the "Agreement"), the period of Declarant control over Beachwood Bay Condominium has ended.

The Beachwood Bay Estates Condominium Association, with elected Board of Directors, now governs Beachwood Bay Estates, a Condominium and has duly approved certain changes to the Initial Declaration, which changes are incorporated herein.

This Restated Declaration is intended to, in all ways, be consistent with the terms of the Agreement. It is not the intent of this Restated Declaration to, in any way, preserve, expand or create any Declarant rights established in the Initial Declaration, the Maine Condominium Act, or otherwise, and no additional consideration has been received from the Declarant identified below that would support such a preservation, expansion or creation of Declarant rights.

To the extent that anything in this Restated Declaration is inconsistent with the termination of Declarant rights as described in the Agreement, the Agreement supersedes this Restated Declaration such that all Declarant rights have been terminated.

In the interest of maintaining context, certain references to "Declarant" or "declarant" (as defined herein) have been kept in this Restated Declaration. No effect should be given or assigned to such references except when necessary to maintain the context of the document.

ARTICLE 1

SUBMISSION

Section 1.1 Submission of Property. Cutler Residential Development, LLC (“Declarant”), owner in fee simple of the land described in Exhibit A.1 annexed hereto, located within the Town of Cutler, Washington County, Maine (the “Land”), hereby submits the land, together with all improvements, easements, rights and appurtenances thereunto belonging (the “**Property**”) to the provisions of Chapter 31 of title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act (“Condominium Act or “Act”) and hereby creates with respect to the Property a condominium, to be known as “**Beachwood Bay Estates, a Condominium**” (the “**Condominium**”). The property is also shown on the following plats and plans: (i) A plan identified as “Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, Old Fund - Duplex (A1)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 37; (ii) A plan identified as “Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, Quad (A2)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 38”; (iii) A plan identified as “Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, New Fund - Duplex (A3)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 39”; (iv) A plan identified as “Beachwood Bay Condo, Horizontal & Vertical Boundaries, Quad (A4)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 40”; (v) A plan identified as “Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, C.O. Residence Building 221 (AS)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 41”; (vi) A plan identified as “Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, Log Sided Residence Building 222 (A6) previously identified as ‘Youth Center Building 222’, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan book 3-15, Page 42”; (vii) A plan identified as Beachwood Bay Estates Condo, Horizontal & Vertical Boundaries, Old Fund - Duplex (A7)”, dated May 30, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 43”; (viii) A plat identified as “Condominium Plat of Beachwood Bay Estates”, described in Exhibit A.2, dated June 2, 2006, and recorded in the Washington County Registry of Deeds in Plan Book 3-15, Page 36” (the “Plat”) (i-viii collectively the “Plans” or “Plats and Plans”);

Section 1.2 Name and Address of Condominium. The name of the Condominium shall be “Beachwood Bay Estates, a Condominium”. The address of the Condominium is Route 191, Cutler, Maine 04626. The name of the unit owners association is the “**Beachwood Bay Estates Condominium Association**” (the “Association”) and its address is Route 191, Cutler, Maine 04626. As stated in Section 2.1 of the Bylaws, the Association is a Maine non-profit corporation.

Section 1.3 Description of Condominium Development. The Condominium consists of the Land described in the attached Exhibit A.1 and consisting of Sixty-two (62) Units as identified in Exhibit A.2 attached hereto and as shown on the Plat.

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. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

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:

(a) "Assessments" means (1) the Owner's share of the anticipated Common Elements operating and reserve expenses as included in the Association's annual budget adopted by the Executive Board, and/or (2) Special Assessments to cover expenses not anticipated in the annual budget and/or (3) Assessments needed to cover Unit Limited Common Elements or Shared Limited Common Expenses as described herein and approved by the Executive Board.

(b) "Association" means the Homeowners Association of the Condominium, which is known as the **Beachwood Bay Estates Condominium Association**.

(c) "Buildings" (or in the singular, a "Building") means any residential, commercial, service or recreational structure or other improvement now or hereafter constructed on the Property.

(d) "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.

(e) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(f) "Common Expenses" (or "Common Elements Expenses") means expenditures made by or financial liabilities of the Association together with any allocation to reserves.

(g) "Condominium" means the Condominium described in Section 1.1 above.

(h) "Condominium Documents" means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(i) "Declarant" means **Cutler Residential Development, LLC**, a Maine limited liability company, its successors and assigns.

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

(k) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(l) "Executive Board" means the Executive Board of the Association.

(m) "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 16.3 hereof.

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

(o) "Land Installment Contract" means a contract under which the Declarant or an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit, or any portion thereof, to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Declarant or Owner retains title to the Unit as security for the buyer's obligation under the contract. The Declarant or Owner may assign its rights under the Contract to any third party.

(p) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one Unit ("Unit Limited Common Element") or more than one Unit ("Shared Limited Common Element") but fewer than all of the Units as described in this Declaration of Condominium. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(q) "Limited Common Elements Expenses" means (1) Unit Limited Common Expenses covering maintenance, repair and/or replacement of an Unit Limited Common Element, as described in 2.2(r) above, which specifically benefits only one Unit or (2) Shared Limited Common Expenses covering maintenance, repair and/or replacement of a Shared Limited Common Element, as described in 2.2(r) below, which specifically benefits more than one Unit but fewer than all Units in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act.

(r) "Manager" or "Managing Agent" means an individual employed directly by the Association ("Manager") or an agent of a management company approved by the Association's Executive Board ("Managing Agent") to manage the Condominium.

(s) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(t) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(u) "Property" means the Property described in Section 1.1 above.

(v) "Plats and Plans" or "Plans" means the Plats and Plans and Subdivision Plans as defined in Sections 1.1 and 1.3 above, which are recorded in the Washington County Registry of Deeds, and as such may be amended from time to time.

(w) "Record" means to record in the Washington County Registry of Deeds.

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

(y) "Special Assessment" means an Owner's share of any assessment made by the Executive Board **in addition to** the Association's annual budget Assessment.

(z) "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.

(aa) "Voting Rights" means the Unit Owners' right to cast one vote per Unit in connection with any Association items.

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 one or more of the Condominium Documents.

ARTICLE 3

UNIT BOUNDARIES

Section 3.1 Units. This Declaration covers sixty-two (62) residential Condominium Units on the Land as shown on the Plat and as identified by number on **Exhibit B** attached hereto. The twenty-eight (28) Condominium Buildings each contain 1 to 4 Condominium Units, as shown on the Plats and Plans.

Section 3.2 Unit Boundaries. The boundary lines of each Unit are 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 upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the plane of the ceiling of each level of the Unit; (ii) Lower Boundary: the horizontal plane of the top surface of the undecorated floor or undecorated concrete floor slab of each level, as applicable.

(b) The vertical (perimeter) boundaries of each Unit shall be the walls bounding the Unit and adjacent to either an adjoining Unit or the exterior walls of the Building extended to the intersections with each other and with the upper and lower boundaries.

(c) Boundary lines shall also be the Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units, if any, or Common Elements, including the thickness of the finish material such as plaster or drywall, and the entire surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds.

(d) Each Units boundaries are shown on the Plats and Plans under Description of Condominium Development Exhibit A.2. The description of each Unit's square footage and each Unit's identifying number is listed on **Exhibit B**.

(e) Any approved addition such as a permanently enclosed porch, an added room or the extension of an existing room, **while not altering the existing footprint (the foundation perimeter)**, are considered an integral part of that Unit.

Section 3.3 Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefore in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for the preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

ARTICLE 4

DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, UNIT LIMITED COMMON ELEMENTS AND SHARED LIMITED COMMON ELEMENTS

Section 4.1 Description of Common Elements. Common Elements shall consist of all the Property except the individual Units, and shall include the land, buildings, foundations, roofs, outside walls, floors and ceilings (other than the portion of the floors and ceilings which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), perimeter walls of Units (other than the portion of walls which constitute a part of the Units in accordance with Section 1602-102(1) of the Condominium Act), structural parts of the buildings, including structural columns, girders, beams and supports, and any easements for parking, access, and utilities; and, in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in Section 1602-102(2) of the Condominium Act, any pipes, ducts, electrical wiring and conduits, public and private utility lines 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 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 Condominium Documents. Without limitation, the Common Elements shall specifically include the following:

(a) Grounds. The land, lawns, trees, any forested areas, signage, sidewalks, parking spaces as identified on the Plats and Plans, any common facilities or storage buildings, and the private access roads identified on the Plans;

(b) Systems and Utilities. Sewer Pump Station and Sanitary Sewer to each Building/Unit. Wells, pumps and water distribution lines to each Building/Unit master valve, all storm water drainage facilities and related catch basin and detention basins, Unit drainage system, sewer lines up to Unit outlet (in foundation, crawl space/basement, and exterior walls), electric distribution to each Unit meter, electrical wiring from meter and serving more than one Unit (in foundation, crawl space/basement and exterior walls), master electrical panel, laundry piping and valves (excluding dryer vents), life safety equipment (excluding smoke detectors), all utilities located within the walls, ceilings and floors of each Unit and its attached or detached garage:

(c) Interior Structures & Fixtures. Interior sub-flooring (subfloor sheathing and wood subfloor concrete)

(d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing and siding, including Unit party walls), studs, joists, any load bearing portions of the Buildings, attic structural elements (framing, floor and insulation), foundation walls, all floor slabs, garage slab floors, if any, exterior foundation drains, interior foundation drains. Excludes sunrooms and/or any added rooms that are not shown on original plat, plans and Declaration square footage listing.

(e) Other. All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

Section 4.2 Description of Limited Common Elements. Limited Common Elements shall mean those portions of the Buildings 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 4.4 hereof. Those portions of the Limited Common Elements allocated for the exclusive use of one Unit are Unit Limited Common Elements and those portions of Limited Common Elements allocated for the exclusive use of more than one Unit but fewer than all Units are Shared Limited Common Elements as defined in Section 2.2(r) above. The Limited Common Elements within each category shall specifically include the following:

(a) Unit Limited Common Elements. Without limitation, **the following portions of the Buildings are herein designated as Unit Limited Common Elements and, as such, the costs associated with the maintenance, repair and replacement of such are the responsibility of the Unit Owner:** stoops, steps, stairs (including exterior stairs and railings to second floor Condominium apartment Units), railings, decks/balconies, storage areas, hot water heaters, heat pumps, heating boilers/furnaces and associated equipment, driveways, garages (except for the roofs, siding and framing which are Common Elements), garage doors, exterior doors and windows, paved paths and any other portion of the building designed to serve a single Unit.

(b) Shared Limited Common Elements. Without limitation, the following portions of the Buildings are herein designated as shared Limited Common Elements and, as such, **the cost of maintenance, repair or replacement of such is the responsibility of the Unit Owners** that enjoy and share the benefit of those shared elements: foyer entrance (re: Condominium apartment Units) including door steps, floor covering, stairs/railings, walls, ceiling and lighting fixtures, stoop, steps, stairs (excluding exterior stairs and railings to second floor Condominium apartment Units), railings, utility rooms, including boiler/maintenance room plumbing and equipment which serves more than one Unit.

An individual Unit may have both Unit Limited Common Elements (a hot water heater, for example) and Shared Limited Common Elements (a utility room, for example).

Section 4.3 Description of Units. Units shall consist of **all Property which is not part of the Common Elements and/or the Limited Common Elements** as herein described. Without limitation, the Unit shall include the following:

(a) Systems & Utilities. Pipes, lines, cables and wires serving one individual Unit including all valves, junction boxes and any related components such as water lines inside Unit master valve located in both interior and exterior walls and/or floors, sewer lines and outlets located in interior walls, exterior walls, ceilings and/or floors, master electrical circuit breaker, interior television cable, including incoming service terminal, interior telephone lines including incoming service terminal, heating units, propane/oil tanks and fuel, and related pipes and fixtures serving an individual Unit, internal water shutoff valves, smoke detectors, security alarms, Unit dryer venting systems including piping and vents, kitchen exhaust fans and bathroom exhaust fans;

(b) Interior Structure & Fixtures. Plasterboard on all interior walls, framing, insulation (walls, attic and basement), stair framing for any stair Units, interior molding and trim, interior doors, stair trim, wall and ceiling coverings (paint, wallpaper and any other finishing surfaces), floor coverings (carpeting and other finished flooring material including padding and additional sub-floor, stair coverings: kitchen cabinets, built-in cabinets or fixtures, bathroom fixtures (tub., shower unit, sink, vanity and toilets) and light fixtures;

(c) Exterior Structures & Fixtures. Exterior Unit windows and doors (front, rear, kitchen, garage and patio doors) including frames, storm/screen doors; window screens, and skylights including frames, replacement glass for windows and doors, building mounted light fixtures, decks (all components), **enclosed**

decks/porches and added rooms that are not shown on original plats, plans and Declaration.

Section 4.4 Limited Common Element Expenses. For purposes of allocating Limited Common Elements Expenses, **Unit Limited Common Element Expenses shall be assessed against the Unit directly benefited.** Shared Limited Common Element Expenses shall be proportionately assessed against the Units which are directly benefited. Without exception, however, any additional expenses directly associated with the repair and replacement of dry rot shall not be assessed against any Unit or Units, but shall be an Association Expense as described in Section 6.1.

Section 4.5 Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are (a) shown on the Plats and Plans *and* (b) designated in Article 4 of this Declaration. If there are any questions with regard to Common Elements, Unit Limited Common Elements or Shared Limited Common Elements, the Executive Board shall determine which elements are Common Elements. Unit Limited Common Elements or Shared Limited Common Elements consistent with this Declaration of Condominium and the Maine Condominium Act.

Section 4.6 Reserved Use of Common Elements. The Executive Board shall approve the exclusive use of any Common Elements by Unit Owners or non-owners. Such exclusive use must be requested in writing. Approval of such requests must be provided by the Executive Board in advance of such use. The Executive Board may establish a reasonable charge for the use and maintenance thereof.

ARTICLE 5

MAINTENANCE RESPONSIBILITIES

Section 5.1 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained by each Unit Owner and by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 5.2 Maintenance of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements and Shared Limited Common Elements and the associated expenses, shall be the responsibility of the Unit Owner(s).

Section 5.3 Maintenance of Common Elements Including Storm Water Drainage Facilities. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement (unless, in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as provided herein with regard to Limited Common Elements. The maintenance, repair and replacement of Common Elements located within a Unit, for which the Unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the Common Expenses. Without limiting the foregoing, the Association's responsibility for maintenance of the Common Elements shall specifically include any storm water drainage facilities identified on the Plans.

Section 5.4 Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit including the

building, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the Manager/Managing Agent any defect or need for repairs for which the Association is responsible. No Unit Owners shall change the exterior color of his or her Unit nor alter the exterior materials or structure without the written approval of the Executive Board. All exterior maintenance shall be undertaken so as to maintain the general character and quality of the Condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association

Section 5.5 Liability of Owner. Each Unit Owner shall be liable for, and the Association shall have a lien against his Unit, for the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a Unit Owner under Section 5.4, but not performed by the Unit Owner and the Unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

ARTICLE 6

ALLOCATION OF COMMON ELEMENTS EXPENSES, VOTING RIGHTS and UNIT IDENTIFICATION

Section 6.1 Allocation of Common Elements Expenses. Each Unit shall share Common Elements Expenses equally. Each Unit shall be assessed 1/62nd of the Common Elements Expenses annual budget payable in 12 equal monthly payments. Each Unit shall also share 1 /62nd of any Special Assessment which may be required in connection with Common Elements Expenses not included in the annual budget. In addition, while windows and exterior doors are not Common Elements as described herein, the cost associated with the repair and replacement of dry rot around a window or door (excluding the cost of the window or door itself) shall be treated the same as a Common Elements Expense as indicated in Section 5.3. Unit Limited Common Expenses and Shared Limited Common Expenses are assessed against the Unit or Units specifically benefited as provided for in Section 4.4.

Section 6.2 Voting Rights. Unit Owners have a right to cast only one vote per Unit in connection with any Association item requiring Owner approval. If a Unit is owned by more than one person or entity, the Owners shall advise the Executive Board which Owner will cast their vote for that Unit. When such vote is cast the Association accepts that vote based on the person's voting affirmation that they are the authorized person to

cast such vote. Owners may also cast their one vote per Unit by designating a duly authorized proxy to cast the vote in accordance with Section **1603**-110 of the Condominium Act.

Section 6.3 Unit Identifications. The identifying numbers for the sixty-two Units are listed in **Exhibit B.**

ARTICLE 7

MANAGEMENT

Section 7.1 Managing Agent. The Association shall have the right, but not an obligation, to employ a professional experienced property manager or 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 Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of one (1) year but may be renewed upon consent of the Executive Board. Such agreement shall be cancelable by the Executive Board with or without cause upon not less than sixty (60) days nor more than ninety (90) days written notice.

Section 7.2 Maintenance Responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements including, but not limited to, some Limited Common Elements. The cost of the provision of such services shall be assessed as a Common Elements Expense or Limited Common Elements Expense in accordance with the provisions of this Declaration of Condominium.

ARTICLE 8

EASEMENTS

Section 8.1 Additional Easements. In addition to the easements provided for by the Act, the following easements are hereby created, except to the extent that the creation of such easements would be inconsistent with the Agreement:

(a) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of, other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for each 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 8.1(b) shall include, without limitation, rights of 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), 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 8.1(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 or unreasonably interfere with the use, occupancy, or quiet enjoyment 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, 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, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation of the Condominium.

(b) 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, 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.

(c) 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, and Property (including, but not limited to the Limited Common Elements and Property).

(d) 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 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.

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings; and

(4) For the maintenance or the encroachment of any lighting devices, outlets, medicine cabinets, 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, if any.

(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 and Property or the Limited Common Elements and Property situated in or accessible from such Units or Limited Common Elements or both, (iii) for connection of emergency conditions in one or more Units or Limited Common Elements, or both, or causalities to the Common Elements and Property, the Limited Common Elements and Property 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 from the Association's exercise of any rights it may have pursuant to this Section 8.1(i)(1) and the following Section 8.1(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, telegraph 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 for the maintenance thereof.

(k) All easements, rights and restrictions described and mentioned in this Declaration are easements running appurtenant, running with the land and the Property, inducting 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 8.2 Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restriction as provided on the Plats and Plans, and the Subdivision Plan, and as referenced in **Exhibit A1** and **Exhibit A2** attached hereto.

Section 8.3 Access and Utility Easement. The Property benefits from certain appurtenant easement rights for access and utilities as set forth in a certain Quitclaim Deed with Covenant Easement Deed recorded in the Washington County Registry of Deeds.

Section 8.4 Pedestrian Easement for Trail System. The area of the proposed trail identified as "Proposed Trail (Approximate Location)" on the Plan (herein the "Trail"), to the extent such trail is located on the Property of the Condominium, is hereby subject to a non-exclusive perpetual easement in favor of the public and the town of Cutler, for ingress and egress, including pedestrian and non-vehicular access, for public use of the Trail as a natural and undisturbed nature trail, and for purposes of access to the adjoining beach areas on the Property, which shall otherwise not be disturbed and shall be left in its natural state as an unmaintained trail. Except as otherwise provided below, the Association shall have no affirmative obligation to maintain the Trail. The destruction or removal of standing timber, plants, shrubs, or other vegetation on the Trail shall not be permitted. However, the Association reserves the right, but not the obligation, to undertake the following maintenance with respect to the Trail: (i) to clear and restore forest cover and other vegetation that is damaged or destroyed by the forces of nature, such as fire or disease, or when necessary to prevent the spread of disease; (ii) to clear and restore forest cover and other vegetation, in the event of an emergency, when necessary to prevent the spread of fire; and (iii) to gather, use, or remove fallen dead wood. The foregoing

public easement with respect to the Trail is subject to withdrawal and may be terminated by the Association at any time.

ARTICLE 9

RESTRICTIONS ON USE, SALE AND LEASE OF UNIT and/or UNITS

Section 9.1 Restrictions. The following restrictions shall apply to the use of the Condominium:

(a) Residential Use Restrictions. The Units, Lots, and Common Elements are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future Owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single family residence. Notwithstanding any of the foregoing, an Owner may use a Unit for the purpose of a home office, provided, however, that any such use complies with all applicable state and local laws and ordinances, and that such use is otherwise consistent with the Condominium Documents.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way. No Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) Quiet Enjoyment. 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) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the property without the prior written permission of the Executive Board.

(e) Signs. Unit Owners and/or their real estate agent may locate one "For Sale" or "For Rent" sign in one of their Unit's windows. During such time as their Unit is open for inspection, one "Open House" sign may be placed by the Unit Owner or their real estate agent on a Common Element immediately adjacent to the Building in which their Unit is located.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Executive Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Executive Board may make further provisions in the Rules and Regulations, including the establishment of a schedule of fines to be assessed against any Owner who violates this provision or allows their tenant guest or occupant to violate this provision, regarding the control and regulation of household pets in the Condominium. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Executive Board for all damages to the Property resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules and Regulations prescribed or to be prescribed by the Executive Board for the control and regulation of pets in the Condominium; and each such Owner shall be deemed to indemnify and hold the Executive Board harmless against such loss or liability resulting from such pet.

(g) Rules and Regulations. 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 amendment thereto, shall be furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and/or any amendments thereto. Copies of proposed additions and/or revisions to the Rules and Regulations shall be provided to all

Owners of record in advance of the proposed additions and/or revisions being considered for adoption by the Executive Board in accordance with Bylaws Section 2.2(a)(3).

(h) Alterations to Units. Except as otherwise provided herein, no Unit shall be substantially altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved by a majority vote of the Executive Board of the Association. Executive Board approval shall not be required for minor alterations or renovations that do not affect the structural integrity of any Common Elements. For purposes of this paragraph, the term "minor alterations or renovations" shall specifically include, without limitation, the following: interior painting, wallpaper installation, carpet installation, refinishing of hardwood flooring, installation of lighting fixtures, and bathroom or kitchen remodeling projects that do not affect the structural integrity of any Common Elements.

(i) Connection of Adjoining Units and Limited Common Elements. If the record Owners of the subject Unit(s) affirmatively elect, with the written approval of the Executive Board of the Association based on each Owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each Unit respectively running to the midpoint of the space between each Unit or to the Limited Common element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The participating Owners shall be strictly liable for any resulting damage. At all times after such election each unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property and Common Elements; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such Owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

(j) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraphs (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1 including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Unit to substantially prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

(k) Storage of Personal Property on Common Elements. The Executive Board, the Association, any Unit Owner shall not be considered a bailee of any personal property stored on the Common Elements, whether or not exclusive possession of the particular area is given to a Unit Owner, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

Section 9.2 Sale and Lease of Units.

(a) No Mandatory Rental Program. Subject to Section 9.2(c) below, there shall be no mandatory rental program offered to the Owners by managing Agent or any third parties. An Owner may rent his Unit, although the Executive Board may prescribe by resolution a form of lease or specific provisions to be included in any

lease of a Unit owned by a party and thereafter no Owner shall execute a lease of his Unit which is not in compliance with such resolution. Each tenant and lease shall be subject to the covenants, restrictions and conditions set forth in the Declaration, Bylaws and Rules and Regulations.

(b) Right to Establish Exclusive Rental Program. The Association shall have the right, but not the obligation, to engage a professional rental agency firm, which firm may include without limitation the Managing Agent of the Association, as an exclusive rental agent, manager, and administrator for the renting or leasing of all Units of the Condominium (the "Rental Agent"), subject to the following:

1. Right of Unit Owners to Opt Out of any Exclusive Rental Program. In the event that the Association enters into an agreement with an exclusive Rental Agent as provided hereinabove, any individual Residential Unit Owner shall have the right to opt out of such agreement and to remove such Owner's Unit from the rental program established thereunder, by providing the Association with 30 days written notice of such election by the Unit Owner.

(c) Mortgagee Rights. This Section 9.2 shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

Section 9.3 TimeShare Ownership Prohibited. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purpose of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same Unit.

Section 9.4 Additional Restrictions on Sales and Leases. No Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this Section 9.4.

(a) Payment of Assessments. No owner shall be permitted to convey, hypothecate, sell or lease his Unit unless and until he/she shall have paid in full to the Executive Board all unpaid Common Elements Expenses and/or Special Assessments theretofore assessed by the Executive Board against his/her Unit and until he/she shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

(b) Gifts and Devisees, etc. Any Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy without restriction.

(c) Resale Certificate/Documents: a unit owner or the Association shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a copy of the declaration, other than the plats and plans, the bylaws, the rules or regulations of the association, and a reasonably current certificate containing confirmation of the following: (1) Restrictions upon free alienability; (2) Monthly Expense Assessments; (3) Other fees payable by Unit Owner(s); (4) Capital expenditures anticipated by the Association; (5) Reserves for capital expenditures; (6) Unsatisfied judgements against the Association and Status of Litigation; (7) Insurance coverage provided for the benefit of the Unit Owners; (8) Knowledge of the Executive Board as to alterations or improvements to the Unit or to the Limited Common Elements assigned thereto in violation of the provisions of the Declaration; (9) Knowledge of the Executive Board as to violations of the health or building codes with respect to the Unit or Limited Common Elements assigned thereto, or any other portion of the condominium. The Association will provide a Resale Certificate at or prior

to closing. (10) Remaining terms of any leasehold estate affecting the Condominium

ARTICLE 10

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 10.1 All Development Rights are terminated pursuant to the Notice of Termination of Declarant/Developer Rights dated September 14, 2012 between Cutler Residential Development, LLC and Beachwood Bay Estates Condominium Association, recorded in Book 3892, Page 90 of Washington County Registry.

ARTICLE 11

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

Section 11.1 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 Elements 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 Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

Section 11.2 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 12

EXECUTIVE BOARD OF THE ASSOCIATION

Section 12.1 Members.

(a) The Executive Board shall consist of at least three (3) Unit Owner members with the option of two (2) additional Unit Owner members for a total of five (5).

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

Section 12.2 Disputes.

(a) Regarding Owners, Condominium, and Condominium Documents. 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 12.2. 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 12.3 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 13

LIMITATION OF LIABILITY

Section 13.1 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 or any mortgagees 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, any mortgagee, 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/her 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, any mortgagee, 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 13.2 Indemnification. Each member of the Executive Board in his/her 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/she may become involved by reason of his/her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he/she 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/her 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/she is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association. The indemnification by the Owners set forth in this Section 13.2 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 13.3 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 13.4 Defense of Claims. Complaints filed in any State or Federal Court 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 13.3 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 Units.

ARTICLE 14

ASSESSMENTS: LIABILITY OF OWNERS

Section 14.1 Power to Assess. The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, including, but not limited to (a) such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as set forth in Section 7.2 hereof; (b) such amounts as are necessary to make up for uncollectible Assessments and budget deficits; (c) such reserves as are hereinafter described and such additional reserves as the Executive Board shall deem necessary or prudent; and (d) 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 reserve fund shall be funded as part of the Common Expenses.

Section 14.2 Assessments for Limited Common Expenses. The Association, acting through the Executive Board in accordance with the Bylaws and as circumstances may reasonably require, shall assess Limited Common Expenses as follows; (a) If a Limited Common Expense only benefits a single Unit (Unit Limited Common Element Expenses as described in Section 4.3) that Limited Common Expense may be assessed solely against the Unit benefited; and/or (b) If a Limited Common Expense benefits more than a single Unit but fewer than all the Units (Shared Limited Common Element Expenses as described in Section 4.3) that Limited Common Expense may be assessed exclusively against the Units benefited in equal proportion between such Units.

Section 14.3 Special Assessments. If the cash requirements 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/her 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 14.4 Payment of Assessments. Each Owner shall pay all Assessments levied by the Association. The amount of, and the liability for, such Assessments shall be determined in accordance with this Declaration including, but not limited to, this Article 14 together with above Sections 4.3 and 6.1. Penalties for delinquent Assessments shall be set forth in the Rules and Regulations of the Condominium.

Section 14.5 Failure to Fix New Assessments. If the Executive Board shall fail to fix new Assessments for Common Expenses, including reserves, 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 14.3 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 either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

Section 14.6 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/her Unit or otherwise.

Section 14.7 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 and costs, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such.

Section 14.8 Liability of Purchaser of Unit for Unpaid Assessments. Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, Special Assessments, Limited 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. 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, however.

Section 14.9 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 the due date of the Assessment or the due date of the first installment payable on the Assessment.

Section 14.10 Surplus. The Budget of the Association shall set forth Common Expenses including reserves. Any amounts accumulated from Assessments for Common Expenses including reserves 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 applied to the following year's Common Elements Expense annual budget or credited to Common Elements Expense reserves.

ARTICLE 15

RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS

Section 15.1 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 Bylaws, the Plats and Plans and any Rules and Regulations.

Section 15.2 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 or Units, 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 any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice; (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.

(b) In the event of any proposed actions described in subsections (a), items (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the vote 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 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), item (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 purpose of discussing the matters described in subsection (a), items (1) through (6).

Section 15.3 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, (1) except to the extent otherwise provided for in the Act and (2) 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 15.4 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 15.5 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 the Mortgagee 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 16

INSURANCE

Section 16.1 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 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and Limited Common Elements and Property, the Units and all improvements, fixtures and appliances contained within the Unit 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 one hundred percent (100%) of the current replacement cost of the Condominium, including the individual Units, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of land, foundations, excavation and other items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed the lesser of \$10,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount shall be included, and accounted for separately, in the Association's reserve fund. The name insured under the policy shall be "Beachwood Bay Estates Condominium Association, 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 separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 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, Limited Common Elements, 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 and Limited 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 16.2 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 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Liability Insurance."

(e) If at any time it is determined that any part of the project's improvements are 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 and property, 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 an 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 one hundred percent (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 one percent (1%) of the policy face amount. Funds to cover this amount shall be included, and accounted for separately, in the Association's reserve fund.

Section 16.2 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 16.1(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/her own expense; provided, however, that (i) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (ii) no Owner shall be entitled to exercise his/her 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 thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (i) Each owner is an insured person under such policies with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or membership in the Association; (ii) the insurer waives its right to subrogation under the policy against any Owner or members of his/her household; (iii) No act or omission by any Owner, unless acting within the scope of his/her 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; (iv) 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; (v) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (vi) The insurer shall be relieved from no liability for loss occurring

while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (vii) Such policies 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 thirty (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; and (viii) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

Section 16.3 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 16.4 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 16.5 Additional Insurance. Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance which it deems advisable.

ARTICLE 17

ASSIGNABILITY OF DECLARANT'S RIGHTS

All Declarant Rights have been terminated.

ARTICLE 18

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 Association or certain Owners, this Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes of 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 affected by 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 or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) easing of Units;
- (k) imposition of any restrictions on an Owner's right to sell or transfer his/her 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 response to any written proposal for an amendment within thirty (30) days after the proposal is made.

ARTICLE 19

TERMINATION

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (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 sixty-seven percent (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 20

ATTORNEY IN FACT

Each Owner by his/her acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Association President acting from time to time with full power of substitution, as his/her true and lawful attorney in his/her name, place and stead to enter into all agreements which the Association President is authorized to enter into pursuant to the terms of this Declaration and which the Association President in his/her discretion may believe are necessary and proper to carry out his responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Association President in settling any claims for damages to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

ARTICLE 21

GENERAL PROVISIONS

Section 20.1 Headings. The headings used in this Declaration 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 20.2 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 20.3 Applicable Law. This Declaration shall be governed and construed according to the laws of the State of Maine.

Section 20.4 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 20.5 Effective Date. This Restated Declaration shall become effective when it has been recorded.

Section 20.6 Notices. Unless otherwise provided by the Condominium Documents, 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 third business day after the day on which mailed by regular United States mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

Section 20.7 Exhibits. All exhibits attached to this Restated Declaration are hereby made a part of this Declaration.

Section 20.8 Pronouns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

NOTICE: PURSUANT TO THE TERMS OF THE INITIAL DECLARATION AND THE CONDOMINIUM ACT, THIS RESTATED DECLARATION OF CONDOMINIUM WAS PROPERLY APPROVED AND ENACTED BY THE VIRTUE OF AN AFFIRMATIVE VOTE OF THE EXECUTIVE BOARD AND THE OWNERS AS OF July 17, 2021. REFERENCE IS MADE TO CERTAIN MEETING MINUTES ON RECORD WITH THE ASSOCIATION DATED July 17, 2021.

IN WITNESS WHEREOF, BEACHWOOD BAY ESTATES CONDOMINIUM ASSOCIATION has caused this Restated Declaration to be sealed with its corporate seal and signed in its corporate name by Nancie McKeary its Secretary thereunto duly authorized, this month of August, 2021.

BEACHWOOD BAY ESTATES CONDOMINIUM ASSOCIATION

By: Nancie McKeary

Printed Name: Nancie McKeary

Title: Secretary

Date: 8/2, 2021

SIGNED, SEALED AND DELIVERED
in the presence of

Date: August 2, 2021

STATE OF MAINE
WASHINGTON, SS

Then personally appeared the above named Nancie McKeary the Secretary of Beachwood Bay Estates Condominium Association, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said non-profit corporation..

Before me, [Signature]
Notary Public/Attorney at Law

Printed Name: _____

Commission Expires: _____

SEAL

Miranda F. Smith
Notary Public, State of Maine
My Commission Expires Sept. 6, 2026

PLATS and PLANS

Exhibits A.1 and A.2 as described

in ARTICLE 1

Exhibit A.1 – continued
Description of Condominium Development –
Land Description

A certain parcel of land situated northwesterly of Ackley Road in the Town of Cutler, County of Washington and State of Maine as shown on a Standard Boundary Survey of Administration Area for Naval Computer and Telecommunications Station Cutler by Sebago Technics, Inc. dated February 4, 2000, last revised March 8, 2006, with reference to project number 99477, being further bounded and described as follows:

Commencing at monument #7 on the northwesterly side of Ackley Road near the intersection with Route 191, as shown on said plan;

Thence S 27°-48'-45" W, by and along said Ackley Road, a distance of 296.66 feet to the POINT OF BEGINNING;

Thence continuing S 27°-48'-45" W, by and along said Ackley Road, a distance of 169.29 feet to monument #6;

Thence S 40°-13'-47" W, by and along said Ackley Road, a distance of 838.20 feet to monument #5 at land now or formerly of Raymond and Betty Kline as described in a deed recorded at the Washington County Registry of Deeds in Book 855, Page 193;

Thence S 64°-21'-45" W, by and along land of said Kline, a distance of 107.80 feet to monument #54;

Thence S 64°-21'-45" W, continuing along land of said Kline, a distance of 763.00 feet to an aluminum monument numbered 53 at the beginning of a tie line;

Thence continuing along land of said Kline, S 64°-21'-45" W to the high water line;

Thence in a generally northerly direction along said high waterline, approximately 2,315 feet to land now or formerly Earnest and Dorothy Rice as described in a deed recorded at said Registry in Book 1035, Page 120;

Thence N 37°-59'-31" E, by and along land of said Rice, a distance of approximately 115 feet to monument number 9 being located along the following courses to the beginning of the tie line:

S 40°-02'-38" W, 191.03 feet;

S 38°-03'-53" W, 663.56 feet;

S 08°-53'-08" E, 1,310.30 feet;

Thence S 20°-34'-56" E, by and along Tract 1, a distance of 658.77 feet monument #64;

Thence S 22°-34'-16" E, by and along Tract 1, a distance of 161.57 feet to monument #63;

Thence N 75°-44'-35" E, by and along Tract 1, a distance of 120.00 feet ;

Exhibit A.2
 Description of Condominium Development

6/27/2006 3:22 PM FROM: Tom Talbot - Sabago Tech
 THE HOUSING AND ADMINISTRATION AREA SHOWN HEREON WILL BE SUBJECT TO EASEMENT AND RIGHT-OF-WAY RESERVED BY THE UNITED STATES OF AMERICA FOR THE PURPOSE OF, BUT NOT LIMITED TO, INGRESS AND EGRESS OVER THE EXISTING ROAD AS DESCRIBED IN BOOK 2827, PAGE 223, DATED 12-03.

LOCATION OF THE UNDERGROUND FIBRE-OPTIC COMMUNICATIONS CABLE AS SHOWN HEREON IS BASED ON THE FIELD LOCATION OF FLAGS PLACED AT ANGLES IN SAID LINE BY THE ENGINEERING AND MAINTENANCE PERSONNEL ON 12-03.

HORIZONTAL DATUM IS BASED ON MAINE STATE PLANE COORDINATES, EAST ZONE NORTH AMERICAN DATUM OF 1983 UTILIZING BASE LINE MONUMENT NO. N-1 AS SHOWN ON THE PLAN REFERENCED IN NOTE 4 IN CONJUNCTION WITH ASHTECH DUAL FREQUENCY GLOBAL POSITIONING SURVEY (GPS) RECEIVERS.

BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON AN UPDATE OF THE BOUNDARY PERFORMED BY SEBAGO TECHNICAL, INC. REFERENCED IN NOTE 4. ALL CONDOMINIUM UNITS SHOWN HEREON HAVE BEEN FIELD LOCATED BY SEBAGO TECHNICAL. SOME OF THE SITE CONDITIONS SHOWN HEREON WERE TAKEN FROM AN AERIAL SURVEY PERFORMED BY AERIAL SURVEY AND PHOTO.

BOUNDARIES SHOWN HEREON ARE GRID NORTH BASED ON THE MAINE STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983. ANY DISCREPANCIES BETWEEN THE BEARINGS SHOWN HEREON AND THOSE AS SHOWN ON THE PLANS IN NOTE 4 ARE DUE TO THE ACTUAL LOCATIONS OF BASE LINE MARKS AND THE PRECISION OF THE EQUIPMENT USED TO PERFORM THIS SURVEY IN COMPARISON TO THE EQUIPMENT AND METHODS USED TO PERFORM THE SURVEYS IN 1983.

HOUSING AND ADMINISTRATION PARCELS ARE BOTH SUBJECT TO AND INTERFERED BY COMMON RIGHTS WITH EACH OTHER FOR INGRESS AND EGRESS OVER SAID PARCELS.

COMBINED UPLAND AREA (833.5 Ac.) OF THE HOUSING AND ADMINISTRATION PARCELS SHOWN HEREON VARIES FROM THE COMBINED DEED CALL AREAS (833.5 Ac.) DUE TO THE APPROXIMATE LOCATION OF THE APPARENT HIGH WATER LINE OF HOLMES BAY.

THERE IS 2720'- LINEAR FEET OF PAVED ACCESS ROADS WITHIN THE ADMINISTRATION PARCEL AND 2720'- LINEAR FEET WITHIN THE HOUSING AREA PARCEL, MEASURED ALONG THE CENTERLINE OF ROADWAYS.

THE REAL ESTATE IS SUBJECT TO SPECIAL DECLARANT RIGHTS OF THE DECLARANT EXCEPT AS OTHERWISE STATED IN THE CONDOMINIUM DECLARATION 2 NOTED ON THIS PLAN, INCLUDING THE RIGHT TO ADD ADDITIONAL UNITS AND 4. ALL ESTATE, ALL AS MORE PARTICULARLY DESCRIBED IN SAID DECLARATION. EXCEPT FOR THE REAL ESTATE AND IMPROVEMENTS RELATING TO THE UNITS NOTIFIED ON THE CURRENT DECLARATION IS TO THE DECLARATION, AS THE SAME MAY AMENDED, UNLESS UNITS MUST BE BUILT. ALL REAL ESTATE, UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND IMPROVEMENTS ARE SUBJECT TO SPECIAL DECLARANT RIGHTS INCLUDING THE RIGHT TO WITHDRAW IN ACCORDANCE WITH THE MAINE CONDOMINIUM ACT AND THE CONDOMINIUM DECLARATION, AND THEREFORE "NEED NOT BE BUILT."

STATE OF MAINE

COUNTY SS REGISTRY OF DEEDS
 RECEIVED JUN 27 2006 19
 AT _____ M. AND RECORDED IN
 PLAN BOOK _____ PAGE 212
 REGISTER

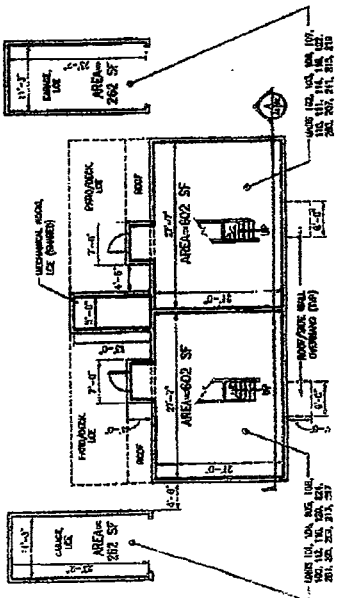
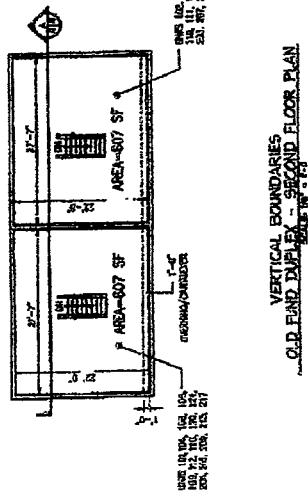
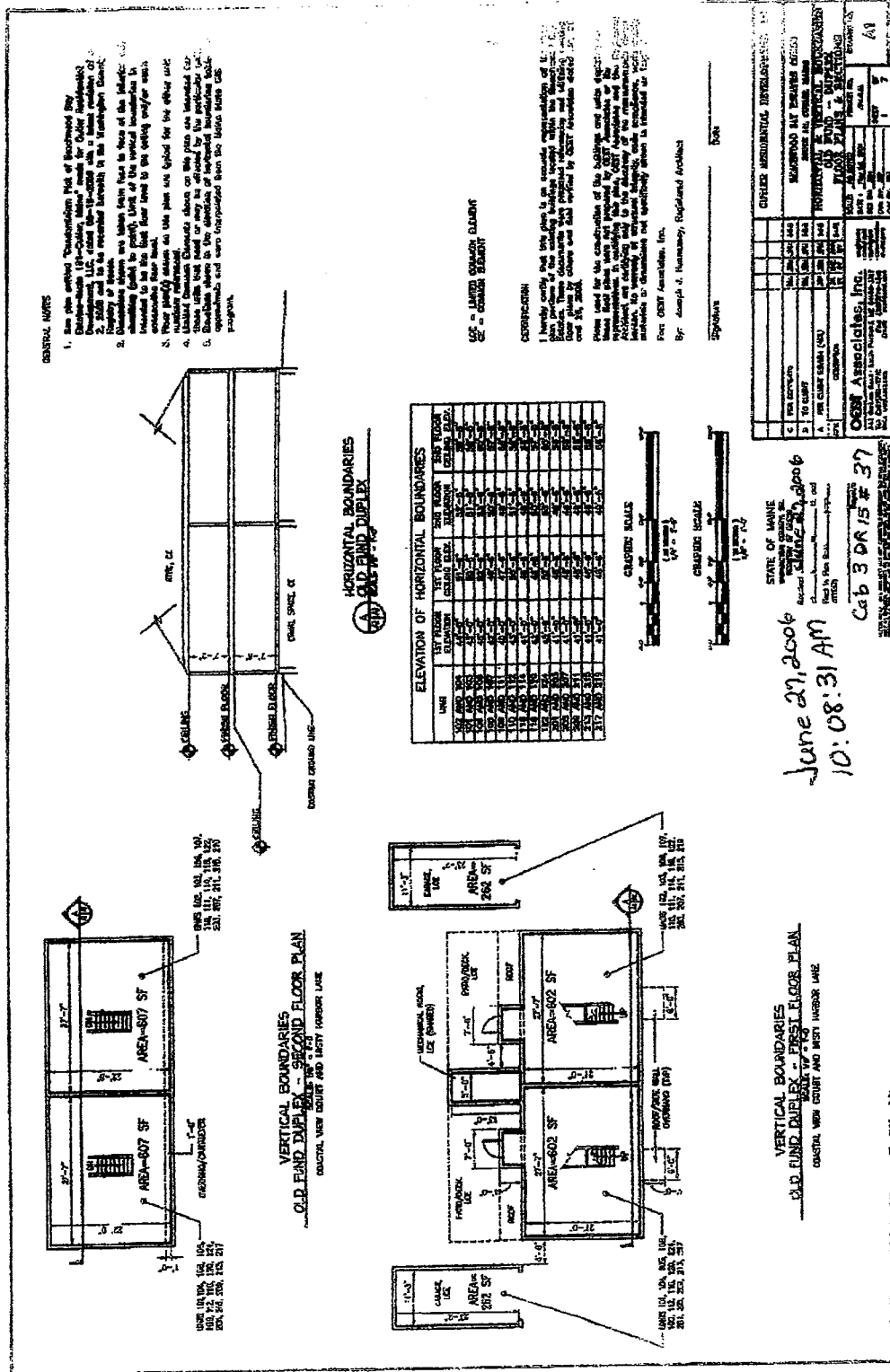
Sabago Techn
 Engineering Expertise You Can Rely On
 One Chestnut Street
 Westbrook, MA 04091-1370
 Tel: (207) 898-0777

PROJECT NO.	FIELD BOOK	DESIGN
99477		886

CONDOMINIUM PLAT
 OF
BEACHWOOD BAY ESTATES
 ROUTE 191
 CUTLER, MAINE
 FOR:
CUTLER RESIDENTIAL DEVELOPMENT LLC
 25 PEARL STREET
 PORTLAND, MAINE 04101
 RECORD OWNER:
 SEE NOTE 1

DATE	SCALE
5/18/06	1"=100'

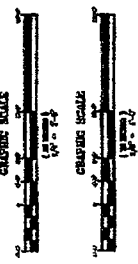
SHEET 1 OF 1



**HORIZONTAL BOUNDARIES
OLD FUND DUPLEX**

ELEVATION OF HORIZONTAL BOUNDARIES

LINE	EXISTING ELEVATION	PROPOSED ELEVATION	DIFFERENCE	REMARKS
101	101.00	101.00	0.00	
102	102.00	102.00	0.00	
103	103.00	103.00	0.00	
104	104.00	104.00	0.00	
105	105.00	105.00	0.00	
106	106.00	106.00	0.00	
107	107.00	107.00	0.00	
108	108.00	108.00	0.00	
109	109.00	109.00	0.00	
110	110.00	110.00	0.00	
111	111.00	111.00	0.00	
112	112.00	112.00	0.00	
113	113.00	113.00	0.00	
114	114.00	114.00	0.00	
115	115.00	115.00	0.00	
116	116.00	116.00	0.00	
117	117.00	117.00	0.00	
118	118.00	118.00	0.00	
119	119.00	119.00	0.00	
120	120.00	120.00	0.00	
121	121.00	121.00	0.00	
122	122.00	122.00	0.00	
123	123.00	123.00	0.00	
124	124.00	124.00	0.00	
125	125.00	125.00	0.00	
126	126.00	126.00	0.00	
127	127.00	127.00	0.00	
128	128.00	128.00	0.00	
129	129.00	129.00	0.00	
130	130.00	130.00	0.00	
131	131.00	131.00	0.00	
132	132.00	132.00	0.00	
133	133.00	133.00	0.00	
134	134.00	134.00	0.00	
135	135.00	135.00	0.00	
136	136.00	136.00	0.00	
137	137.00	137.00	0.00	
138	138.00	138.00	0.00	
139	139.00	139.00	0.00	
140	140.00	140.00	0.00	
141	141.00	141.00	0.00	
142	142.00	142.00	0.00	
143	143.00	143.00	0.00	
144	144.00	144.00	0.00	
145	145.00	145.00	0.00	
146	146.00	146.00	0.00	
147	147.00	147.00	0.00	
148	148.00	148.00	0.00	
149	149.00	149.00	0.00	
150	150.00	150.00	0.00	



OTHER MEASUREMENTS/INTERFERENCES:

STATE OF MAINE

PROFESSIONAL ENGINEER

OSST Associates, Inc.

June 27, 2006

10:08:31 AM

Tab 3 DR 15 # 37

Exhibit A.2 - continued

DESCRIPTION OF EACH UNIT
Its square footage and identifying number

Exhibits B as described
in ARTICLE 3

EXHIBIT B

Floor Plan/Size of Each Unit and
 Each Unit's Identifying Number

Duplexes
 Old Fund Duplex
 External Mechanical Room
 (1209 square feet without
 any addition)

- 101 118
- 102 120
- 103 122
- 104 124
- 105 201
- 106 203
- 107 205
- 108 207
- 109 209
- 110 211
- 111 213
- 112 215
- 114 217
- 116 219

Total 28

Townhouse Quads
 (1675 square feet without
 any addition)

- 302 310
- 304 312
- 306 314
- 308 316

Total 8

Overall Total 62

Duplexes
 New Fund Duplex
 Inside Mechanical Room
 (1177 square feet without
 any addition)

- 200 321
- 202 322
- 317 323
- 318 324
- 319 326
- 320 328

Total 12

Apartment Quads
 (1042 square feet without
 any addition)

- 301 309
- 303 311
- 305 313
- 307 315

Total 8

Commanding
 Officer Residence
 (1476 square feet without
 any addition)

221

Total 1

Log Sided
 Residence – Formerly
 the Youth Center
 (1711 square feet without
 any addition)

222

Total 1

Duplexes
 Old Fund Duplex
 External Mechanical Room
 (1319 square feet without
 any addition)

- 204
- 206
- 208
- 210

Total 4



<u>DUPLEXES</u>		
22 X 2		44
<u>QUAD BROWNHOUSES</u>		
2 X 4		8
<u>QUAD APARTMENTS</u>		
2 X 4		8
<u>SINGLE</u>		
2		2
		<u>62</u>

Received
 Recorded Register of Deeds
 Aug 02, 2021 12:08:23P
 Washington County
 Tammy C. Gay