

## DECLARATION OF 847 ROOSEVELT TRAIL COMMERCIAL CONDOMINIUM

THIS DECLARATION (the "Declaration") is executed as of September 21<sup>st</sup>, 2023, by SEBAGO LAKE HOLDINGS LLC, a Maine limited liability company (the "Declarant"), having an address of 847 Route 302, Windham, Maine, and is made pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended (the "Act").

### ARTICLE I: CREATION OF CONDOMINIUM; DEFINED TERMS

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

1.2. Defined Terms. Capitalized terms not otherwise defined in this Declaration, as it may be amended from time to time, or on the Plat, shall have the meanings specified in section §1601-103 of the Act. The following terms, which are not otherwise defined in this Declaration, shall have the following specific meanings in this Declaration:

1.2.1. "Building" means each of the two (2) existing buildings currently existing on the Land, or to be erected hereafter on the Land and as described in Paragraph 3.2. Each of the two (2) Buildings located on the Land, being within the area comprising a Unit, is the property of the Owner of the Unit. Improvements comprising a part of a Building, or attached thereto and intended to be used for purposes incidental to the use of such Building, are considered part of the Building and the Unit. Any existing encroachment(s) for any portion of an existing Building onto over a Common Element is herein deemed to have a perpetual easement for such encroachment(s). Building shall also mean any building hereafter constructed and created as a separate Unit pursuant to an exercise of a Special Declarant Right.

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

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

1.2.4. "Eligible Mortgage Holder" shall have the same meaning as set forth in §1602-119.b.(7) of the Act.

1.2.5. "Limited Common Expenses" means: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, and (b) the Common Expenses benefiting fewer than all the Units. Limited Common Expenses shall be assessed exclusively against the Units benefited, as determined by the Executive Board.

1.2.6. "Mortgage" means a recorded mortgage encumbering a Unit in the Condominium.

1.3. Interpretation. In the event of any conflict or discrepancy between or among this Declaration, the By-Laws, or the Plat, the provisions of this Declaration will govern over the By-Laws and the Plat.

## **ARTICLE II: IDENTIFICATION, LOCATION, ASSOCIATION**

2.1. Name of Condominium. The name of the Condominium is "847 Roosevelt Trail Commercial Condominium".

2.2. Name of Association. The name of the Unit Owners Association organized under and identified in Section 1603-101 of the Act is 847 Roosevelt Trail Commercial Condominium Association (herein, the "Association").

2.3. Location of Condominium. The Condominium is located in the Town of Windham, Cumberland County, and State of Maine. The address of the Condominium property is 847 Roosevelt Trail, a/k/a Route 302, Windham, Maine.

## **ARTICLE III: DESCRIPTION OF PROPERTY AND UNITS**

3.1. Description of the Property. A legally sufficient description of the Land included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Plat entitled "Condominium Plat, Commercial Condominium, 847 Roosevelt Trail, Windham, Maine, for: SEBAGO LAKE HOLDINGS, LLC, 847 Roosevelt Trail, Windham, Maine 04062," prepared by DM ROMA, Consulting Engineers, dated 7-6-2023. Building(s) located within and comprising Units are shown on the Plat, which is recorded in Cumberland County Registry of Deeds, Plan Book 223, Page 230, as amended by the plan recorded in said Registry in Plan Book 223, Page 298 (herein, the "Plat").

3.2. Location and Dimensions of Units. The location and dimensions of the two (2) Units created herein are depicted on the Plat and identified as Unit 1 and Unit 2, and on **Exhibits B** and **C** hereof. Each Unit contains an existing building within the location and dimensions described in **Exhibits B** and **C**, including foundation, walls, windows, doors, roof, and appurtenances.

3.3. Units. The Declarant hereby declares and creates the two (2) Units identified on the Plat and in this section 3.2.

3.4. Boundaries of Units. Reference is made to section 3.2 and to **Exhibits B** and **C** hereof for the identifying information for each of the two (2) Units created by this Declaration.

Further reference is made to the Plat for a depiction of each Unit created by this Declaration, the Common Elements to which the Unit has access, and any other information necessary to identify the Unit.

3.4.1. Upper and Lower (horizontal) Boundaries: there are no lower or upper Unit Boundaries for any Unit.

3.4.2. Vertical (parametric) Boundaries: The vertical boundaries of each Unit are the vertical planes at the exterior of the lines designating "Unit 1" and "Unit 2" shown on the Plat, extended to their intersections with each other.

3.5. Allocated Interests. The Allocated Interests for each Unit are listed and allocated to the Units in Exhibit G.

3.6. Votes in the Association. Initially, each Unit shall have one (1) vote in the Association.

3.7. Relocation of Unit Boundaries. No subdivision of Units or any relocation of boundaries between Units will be permitted unless consented to and agreed upon by the owners of all Units. Any such subdivision or relocation shall be evidenced by an Amendment to this Declaration, duly signed and acknowledged by all owners and recorded in the Registry of Deeds. Without limiting the foregoing, no Building shall be substantially expanded outside the stated boundaries of a Unit by the addition of dormers, entryways, storage areas or any permanent facility or structure, unless otherwise allowed herein. No expansion shall impede the use of any common element or cause additional cost or expense to another Unit Owner. Notwithstanding the foregoing prohibition on "subdivision," a lease or leases of less than all of a Building comprising a Unit shall not be considered a subdivision hereunder.

3.9. Maintenance Responsibilities. Each Unit and its appurtenant or allocated Limited Common Element(s) shall be maintained and repaired by its respective Unit Owner. All other Common Elements shall be maintained and repaired by the Association.

#### **ARTICLE IV: COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND APPLICABLE PROVISIONS**

4.1. Common Elements. The Common Elements are shown on the Plat and described herein. The Common Elements include an easement for shared use by the Owners of (i) the Business Sign Common Element shown on the Plat and (ii) the Roadside Display Area Common Element shown on the Plat (described on Exhibit D), as well as other Common Elements described herein. Each Unit Owner is granted an easement in common to use such Common Elements in accordance with this Declaration.

4.1.1. Common Drive. The 25 foot wide "Access Lane" shown on the Plat and described on Exhibit E, extending from Roosevelt Trail and ending at the southwesterly side of the line marked "LCE1/LEC2" is a common element, and may be used for vehicular and pedestrian ingress, egress and for any utility lines shown on the Plat or otherwise expressly allowed herein

(herein, the "Common Drive"). Each Unit Owner is granted an easement in common to use the Common Drive in accordance with this Declaration

4.2. Allocation of Limited Common Elements. The location and dimensions of all Limited Common Elements and the identifications of the Unit or Units to which the Limited Common Elements are allocated are described in this Section 4.2 (including subsections) and shown on the Plat. The Allocation of Limited Common Elements to the Units cannot be altered except with the written consent of all Unit Owners and Mortgagees of record, except in the event of the exercise of a Development Right. Driveways and walkways, if any, depicted on the Plat serving more than a single Unit are Limited Common Elements Allocated to the Units to which they provide access. The following portions of the Property or facilities serving one or more Units, but located outside the Unit's boundaries, are allocated as Limited Common Elements to the Units which it serves:

4.2.1. Utility lines and appurtenances having or within locations depicted or identified on the Plat, including the 25 foot wide "Utility Easement for Water, Sewer, Electrical and Gas Transmission" described on Exhibit F, and the "Water Line Common Element", "Overhead Electric Line Common Element", "Underground Utilities Common Element" designated on the Plan. Further, such utility services may be installed within the 25 foot wide area described on Exhibit F to provide services to Unit 1, Unit 2 or to the Additional Land. The Water Line Common Element, Overhead Electric Line Common Element, and the Underground Utilities Common Element may be maintained, repaired, replaced or improved within the locations as shown on the Plat.

4.2.2. The existing common subsurface waste disposal system shown on the Plat, together with all lines, tanks, treatment systems and disposal areas; provided such system may only be used by and to service Unit 1 and Unit 2.

4.2.3. Except as otherwise set forth in this Declaration, areas within the portions of the Land shown on the Plat located northeasterly of Roosevelt Trail and southwesterly of the line marked "LCE 1/LCE 2" described on Exhibit B-1 are allocated as a Limited Common Element to Unit 1 ("Unit 1 LCE").

4.2.4. Except as otherwise set forth in this Declaration, areas within the portions of the Land shown on the Plat located northeasterly of line marked "LCE 1/LCE 2" described on Exhibit C-1 are allocated as a Limited Common Element to Unit 2 ("Unit 2 LCE").

4.3. Use of Common Elements. Except as their use may otherwise be limited by this Declaration, the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit is granted an easement to use the Common Elements in common with all other Unit Owners and their respective customers.

4.3.1. Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

4.3.2. Except temporarily during construction, in the event of an emergency, or when reasonably necessary and appropriate, no Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed in or on any of the Common Elements that would cause obstruction or interference with the use of the premises for their commercial purposes. In all such circumstances, commercially reasonable efforts shall be made to provide advance notice of any expected obstruction and minimization of disruption.

4.4. Common Element Access Drive, Subsurface Waste Disposal System, and Stormwater System to Remain Private. The common access drive (herein the "Common Drive"), the sanitary sewer/subsurface waste disposal system, and the storm water drainage system serving the Property, the Units, and, potentially, the Future Development Area, all as shown on the Plat, shall remain private, unless the Association and the Owners hereafter make arrangements for such services to be made public services.

## **ARTICLE V: DEVELOPMENT RIGHTS**

5.1. The Declarant hereby reserves, to itself, its successors and assigns, for a period of time not extending beyond fifty (50) years from the date of this Declaration, the following rights (as described hereinafter, the "Development Rights"):

5.1.1. The right to add all of that certain land described on **Exhibit A-1** (the "Additional Land") to the Condominium.

5.1.2. The right to develop, use, improve and construct within the Additional Land one or two buildings (herein, "Building Three" and/or "Building 4"), together with all improvements related to or for the use of such Building(s).

5.1.3. The right to develop, improve, create and extend the Access Drive on, over and from one or both of the easterly-most terminus extensions shown on the Plat to the Additional Land, and to grant to such Additional Land, the right to use the entirety of the Access Drive, as so extended, for purposes of vehicular and pedestrian ingress, egress and egress, including without limitation the extension of utility services, in connection with and for the future development and use of the Additional Land, at Declarant's or such successor owner's sole expense.

5.1.4. The right to declare and create "Unit 3" and/or "Unit 4" within the boundaries of the Additional Land, and to declare the same as condominium Units under and subject to the terms and provisions of this Declaration, provided that regardless of the number of additional units of the condominium, the owner of Unit 2 shall maintain its fifty percent (50%) voting rights, but may re-allocate the same among the Unit 2 and such additional Units. Declarant shall have the right to re-allocate its original Common Expense Liability, Allocated Interest, and Votes, in a commercially reasonable manner, based upon and with reference to the nature and intensity of use proposed for the development and use of newly created Units.

5.1.5. Without limitation, the Development Rights shall also include the rights, at Developer's sole expense, to extend, upgrade or improve existing or new utility services within and from the Common Drive (including the areas identified in section 5.1.2) or from the current

location of any such services within Unit 2 or its Limited Common Area, or within the 25 foot wide "Utility Easement" extending from Route 302 along the southerly area of the Property to Unit 2, and thence continuing in, over, to and within the Additional Land.

5.1.6. Upon the addition of one or both of "Unit 3" or "Unit 4", the allocated interests shall be adjusted as set forth on Exhibit G-1.

## **ARTICLE VI: EASEMENTS**

6.1. Utilities, Pipes and Conduits. Each Unit Owner shall have, and is hereby granted, an easement in common with other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving its Unit located on the Property or which services are hereafter installed as Common Elements. The Executive Board of the Association shall have the right to grant to third parties providing services such utility easements as shall be deemed reasonable by the Executive Board in connection with and for the purposes of the supply of utility services to the Units and/or the Common Elements in such size, manner, quality and capacity as is commercially reasonable and necessary for the intended commercial uses of the premises.

6.2. Ingress, Egress and Regress. Each Unit Owner shall have and is hereby granted an easement, in common with all other Unit Owners, to use the common driveways, walkways and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets.

6.3. Right to Grant Easements. A Unit Owner shall have the right to grant and reserve over its Unit or within its allocated Limited Common Element area easements for the installation, maintenance and inspection of utility lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities to its Unit. All costs associated with any such easement granted by a Unit Owner shall be at such Owner's sole cost and expense. The Unit Owner shall indemnify the Association and other Owners from and against any claims, damages or causes of action arising from such work, and shall be responsible for providing commercially reasonable bonds or sureties for such work.

6.4. Common Element Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited, to wit: for the installation, repair, maintenance, use removal and/or replacement of pipes, ducts, electrical, telephone and other communication wiring and cables, and related utility appurtenances, which are now located or hereafter located on or within any Unit and which pass across or through any portions of the Common Elements.

## **ARTICLE VII: ASSESSMENTS FOR COMMON EXPENSES AND MAINTENANCE OF PROPERTY**

7.1. Allocation of Assessments for Common Expenses. The total amount of Common Expenses shall be assessed against the Units then existing in the proportions in Exhibit G, as such

**Exhibit G**, or **G-1** if the Additional Land (or portions thereof) is added to the Condominium by the exercise of Declarant's Development Rights, or otherwise from time to time with unanimous written approval of the owners of all Units. In addition, the following provisions apply.

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

7.1.2. Limited Common Expenses shall be assessed solely against the Units benefited in proportion to the relative Allocated Interest of such Units as between themselves.

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

7.1.4. Electricity and telecommunication services are supplied by the public utility company serving the area directly to each Unit through a separate meter or sub-meter. Each Unit Owner shall be required to pay all bills for such services consumed or used by its Unit.

7.1.5. Electricity services provided to the Common Elements shall be separately metered, and the Executive Board shall pay all bills for electricity consumed in the Common Elements as a Common Expense assessable to all of the Units.

7.1.6. Water services shall be supplied by the public water district serving the area separately to each of the Units through individual meters, whenever practicable. In the event that such district does not provide its own meter or sub-meter, as the case may be, the Association shall make commercially reasonable arrangements to meter water usage to each Unit. A Unit Owner of a Unit created on the Additional Land may elect to have its Unit served by well water, but shall still be responsible for its share of public water services provided as a Common Expense under section 7.1.7. In any event, if such Unit Owner elects to extend public water service to its Unit then such owner shall bear all costs and expenses associated with such water service extension.

7.1.7. The Executive Board shall pay or cause to be paid as a Common Expense all charges for water provided to the Common Elements and consumed on the Property.

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

7.3. Maintenance of Limited Common Elements. The Association shall maintain, repair and replace all Limited Common Elements as required by this Declaration. The Association shall assess as a Limited Common Expense the Common Expenses associated therewith against the Units to which the Limited Common Element is assigned or appurtenant, and in proportion to the relative Allocated Interests of all such Units. The Association shall have the right to assess an individual Unit for Limited Common Expenses associated with said purposes if the Limited Common Expense is incurred due to the negligence, neglect or misconduct of the Owner of such Unit or if the work giving rise to the expense is for the benefit of that Unit only.

7.4. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements, the cost of which shall be charged to the Unit Owners as a Common Expense.

7.5. Maintenance of Unit. Each Unit Owner shall keep and maintain its Unit and any building or structures therein or thereon in good order, condition and repair, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary. Each Unit Owner shall perform its responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.

## **ARTICLE VIII: ASSOCIATION OF UNIT OWNERS**

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

8.2. Executive Board Powers. The Executive Board may act on behalf of the Association and shall have all of the powers necessary for the administration of the affairs of the Association, and may do all such acts and things as are **not**, by the Act or this Declaration or the By-Laws required to be exercised and done by the Association as a whole. The affairs of the Association shall be governed by an Executive Board composed of no less than two (2) persons. Members of the Executive Board shall be Unit Owners or an appointed representative or officer.

8.3. Voting. Voting shall be as set forth on **Exhibit G** and **Exhibit G-1**, as applicable, attached hereto.

## **ARTICLE IX: RESTRICTIONS ON USE, OCCUPANCY AND ALIENATION OF UNITS**

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

9.1.1. No Unit shall be used for other than a commercial use permitted by law and by ordinance in the Town of Windham, Maine.

9.1.2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for another Unit Owner or for the Association. No Unit Owner shall permit anything to be done or kept in or on its Unit or in the Common Elements which will result in the cancellation of insurance on the Property. No Unit Owner will allow or permit any use of its Unit or the Common Elements which would be in violation of any law, regulation, or administrative ruling. No use which creates or results in a hazardous condition or nuisance on the Property, or which constitutes waste, will be committed in, on or to the Common Elements.



9.1.3. No Unit shall be used and no owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the normal enjoyment and proper use of another Unit or the Common Elements by any other Owner or occupant of another Unit.

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

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

10.2. Identification of Mortgagees. A Unit Owner who mortgages its Unit shall notify the Executive Board in writing of the name, address, and contact person of the Mortgagee(s).

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

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

10.4.1. Any condemnation loss or any casualty loss which affects a material portion of the Condominium.

10.4.2. Notice of any delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of the Unit, which delinquency continues for a period of sixty (60) days.

10.4.3. The termination of the Condominium.

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

10.5. Required Percentages and Mortgagee Approval Rights. Notwithstanding other provisions contained herein, the following provisions shall apply with respect to the following decisions regarding the condominium: the prior written approval of at least seventy-five percent (75%) of the Unit Owners and seventy-five percent (75%) of the Eligible Mortgage Holders, shall be required: to terminate or abandon the Condominium; for termination or abandonment of the Condominium as a result of condemnation or substantial loss to the Units, Common Elements, or both; to alter or change any Allocated Interests; to undertake any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for granting

easements for utilities or for a public purposes consistent with the intended use of the Property); to use property insurance and eminent domain proceeds paid or received due to losses to any of the Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement, or restoration of the Property to a condition substantially in accordance with this Declaration, the By-Laws, the Plat.

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

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

## **ARTICLE XI: EASEMENTS AND LICENSES**

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

## **ARTICLE XII: NOTICES TO UNIT OWNERS AND ASSOCIATION**

12.1. Notices to Unit Owner. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and are be deemed to have been duly given if delivered personally, securing a receipt therefore, or sent by United States mail, postage prepaid, or by a commercial courier or delivery service, with written proof of delivery. If such notification is of a default or lien, then notice must also sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in a writing filed with the Association, or if no such address is so designated, delivered or sent in similar manner to the address of the Unit.

12.2. Notices to the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing and are deemed to have been properly given to the Association if delivered personally securing a receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of its Maine Registered Agent, or if there is no such Registered Agent, then to any officer of the Association at the address of the Association, with a copy simultaneously sent to each member of the Executive Board. When feasible, electronic notices should be used as a courtesy in addition to the foregoing method.

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

### **ARTICLE XIII: TAXATION**

In the event that for any year real estate taxes assessed by the Town of Windham are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with such Owner's respective Allocated Interests.

### **ARTICLE XIV: AMENDMENTS**

Amendments to this Declaration shall require the consent of one hundred percent (100%) percent of the Unit Owners. This Article and its requirement shall not apply to the exercise of any Development Right created hereunder, including the right to add, withdraw or develop the Excess Land from the Condominium, as set forth in Article V.

### **ARTICLE XV: TERMINATION OF CONDOMINIUM**

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

### **ARTICLE XVI: APPLICABILITY; COMPLIANCE AND DEFAULT; EMINENT DOMAIN**

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

## 16.2. Compliance:

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

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

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

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

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

## ARTICLE XVII: LIMITATION OF LIABILITY

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

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

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

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

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

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

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

17.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties;

provided that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

17.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agent thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and Eligible Mortgage Holders of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

## **ARTICLE XVIII: GENERAL PROVISIONS**

18.1. No Obligation to Complete. Nothing contained in this Declaration or on the Plat shall be deemed to impose upon the Declarant, or any successor Declarant, any liability or obligation to build, construct or provide any Buildings, amenities or other improvements to the property other than those which currently exist.

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

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

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

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

be granted to such party hereunder, or by any instruments or documents incorporated herein by reference, or at law or in equity.

## **ARTICLE XIX: INSURANCE PROVISIONS**

19.1.1. During the period, if any, the Association is maintaining the Common Area, Association shall maintain or cause to be maintained in full force and effect at least the insurance coverages in Constant Dollars for: Commercial General Liability Insurance covering Association's operation and maintenance obligations with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence (Each Owner shall be an "additional insured" under such policy applied as to Association's operation and maintenance obligations.); Workers' Compensation and Employer's Liability Insurance; Worker's compensation insurance as required by any applicable law or regulation; Employer's liability insurance in the amount of \$1,000,000 for each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease, and Automobile Liability Insurance for owned, hired and non-owned automobiles.

Association agrees to defend, protect, indemnify and hold harmless each Owner and Permittee from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys' fees and cost of suit, asserted or incurred in connection with or arising out of the performance, or failure to perform, by Association of its duties or obligations under this Declaration with respect to the maintenance and operation of the Common Area; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or the willful act or omission of the Owner to be indemnified or its licensees, concessionaires, agents, servants or employees, or the agents, servants or employees of any licensee or concessionaire thereof. If any Owner is operating and maintaining the Common Area on its Unit, such Owner agrees to defend, protect, indemnify and hold harmless the other Parties and Association in identical fashion to that required of Association in the immediately preceding sentence. In the event it is determined that such Owner was not at fault, then the Association shall reimburse such other Owner for all reasonable expenses and/or costs incurred by such Owner defending against such claim or demand.

19.1.2. Each Owner (as to its Unit only) shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages in Constant Dollars set forth below:

- (i) Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) in Constant Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence. The other Parties, their Permittee and the Unit Owners Association of the Condominium shall be "additional insureds" under such policy as it applies to the insuring Owner's Unit; provided however, this insurance shall not apply to any occurrence based on the negligence, or willful act or omission of such "additional insured." Each Owner agrees to look first to the insurance coverage obtained by Association pursuant to Section 19.1.1, and to exhaust all limits thereof before making any claim, other than to preserve rights if coverage under

Section 19.1.1 is inadequate, under the insurance carried by another Owner hereunder. Each Owner shall include the Condominium Common Area in the insurance required under this Section 19.1.2(i) and the Association also shall be an "additional insured" under such policy; provided however, this insurance shall not apply to any occurrence based on the negligence, or willful act or omission of such "additional insured."

- (ii) Workers' compensation and employer's liability insurance:
  - (a) Workers' compensation and employer's liability insurance as required by any applicable law or regulation;
  - (b) Employer's liability insurance in the amount of \$1,000,000, each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
- (iii) Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Unit owned by each indemnifying Owner; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Owner, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that such other Owner was not at fault, then the indemnifying Owner shall reimburse such other Owner for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

Prior to commencing any construction activities within the Condominium, each Owner and the Association, as applicable, shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars for: Workers' compensation and employer's liability insurance; Commercial General Liability insurance covering all operations by or on behalf of the contractor, which shall include the following coverages: for bodily injury and property damage; automobile liability insurance including coverage for owned, hired and non-owned automobiles.

If the construction activities involve the use of another Unit, then the constructing Owner shall cause (x) the owner of such other Unit to be an additional insured on each policy (for the Commercial General Liability policy pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), (y) with respect to the work on such other Unit, the coverage set forth in (ii)-(b)-(3) above to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in



amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to each insured. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the constructing Owner shall immediately stop all work on and use of the other Unit until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the owner of such other Unit.

19.1.3. Effective upon the commencement of construction or enlargement of any Building on its Unit, and so long as such Building exists, each Owner shall carry, or cause to be carried, property insurance with "Special Form" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations).

19.1.4. Each Owner (the "Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Condominium, which loss or damage is of the type covered by the insurance required to be maintained under Section 19.1.2, irrespective either of any negligence on the part of the Released Owner which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. Each Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its occupants or tenants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release and waiver hereinabove given.

Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and their Permittees from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Permittees of the indemnifying Owner's Unit for any loss or damage to the property of such Permittee located upon the indemnifying Owner's Unit, which loss or damage would have been covered by the insurance required to be maintained.

All insurance required shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/III which are authorized to do business in the state of Maine. The insurance required pursuant hereto shall include the following provisions:

- (i) shall provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to each insured and to each additional insured,
- (ii) shall provide for severability of interests,
- (iii) shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds, and
- (iv) shall provide for contractual liability coverage with respect to the indemnity obligations set forth herein.

IN WITNESS WHEREOF, SEBAGO LAKE HOLDINGS LLC has executed this Declaration of Condominium as of the date and year first above written.

WITNESS:

SEBAGO LAKE HOLDINGS LLC

Leslie E. Lowry, III

By: Mitchel W. Woodbrey

Name: Mitchel W. Woodbrey

Title: Member

to both

By: Bradley S. Woodbrey

Name: Bradley S. Woodbrey

Title: Member

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

September 21, 2023

Then personally appeared the above-named Members of said SEBAGO LAKE HOLDINGS LLC, as aforesaid, and each acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company

Before me,

Leslie E. Lowry, III

Notary Public/Attorney at Law

Print Name: Leslie E. Lowry, III

My Commission Expires:

LESLIE E. LOWRY, III  
ATTORNEY AT LAW

**Exhibit A**  
**847 Roosevelt Trail Commercial Condominium**  
**Legal Description**

A certain parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:  
 Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 147.90 feet;

Thence northerly, by and along the northeasterly sideline of Roosevelt Trail, along a curve concave to the right having a radius of 964.44 feet, an arc distance of 9.00 feet to land now or formerly of RDA Associates, LLC as described in a deed recorded in Book 28117 Page 95 in the Cumberland County Registry of Deeds;

Thence N 53° 18' 07" E, by and along land of RDA Associates, LLC, distance of 273.63 feet;

Thence N 37° 40' 37" E, by and along land of RDA Associates, LLC, a distance of 204.85 feet;

Thence N 37° 40' 37" E, by and along land of RDA Associates, LLC, a distance of 171.66 feet to a point at land now or formerly of the Town of Windham;

Thence S 54° 58' 28" E, by said land of the Town of Windham a distance of 300.94 feet to a point;

Thence S 35° 15' 20" W, by land of Bradley Woodbrey and Mitchel Woodbrey a distance of 326.13 feet;

Thence S 35° 15' 20" W, by land of Wendco of Maine LLC a distance of 63.26 feet to a point at land now or formerly of Hanna Realty Associates LLC;

Thence N 30° 16' 04" W, by said land of Hanna Realty Associates LLC a distance of 105.80 feet to a point;

Thence S 59° 44' 00" W, by and along land of Hanna Realty Associates, LLC, a distance of 390.71 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

**EXHIBIT A-1**  
**Additional Land**

A certain lot or parcel of land situated easterly of Route 302 in the Town of Windham, County of Cumberland and State of Maine, more particularly bounded and described as follows:

Beginning at an iron pipe located easterly of but not adjacent to Route 302, said rebar marking the easterly most corner of land now or formerly I.A. Robinson as described in a deed recorded in the Cumberland County Registry of Deeds in Book 15863, Page 334;

Thence, North 38° 08' 55" West, along the northeasterly sideline of land now or formerly J.A. Robinson, 178.50 feet to a No. 5 rebar located on the southeasterly sideline of land now or formerly Woodbrey as described in a deed recorded in the Cumberland County Registry of Deeds, Book 6401, Page 347;

Thence, North 51° 08' 31" East, along land now or formerly Woodbrey, 326.13 feet to a No. 5 rebar at land now or formerly of the Portland Water District;

Thence, North 31° 30' 13" East, along land now or formerly of the Portland Water District, 106.34 feet to an iron pipe;

Thence, South 61° 31' 31" East, along land now or formerly of the Portland Water District, 240.02 feet to a No. 5 rebar;

Thence, South 51° 56' 22" West, across land now or formerly of Veronica P. Smith, 521.04 feet to the point of beginning. Said parcel contains 2.06 acres. Bearings are magnetic of the year 1996.

SUBJECT TO easements and/or rights-of way of record.

Being the same premises conveyed to Bradley S. Woodbrey and Mitchel W. Woodbrey by deed recorded in the Cumberland County Registry of Deeds, Book 19532, Page 165.

Town of Windham: Mblu: 18/26/1/ /

**Exhibit B****Unit 1****Legal Description**

A certain parcel of land, together with the building thereon, situated northeasterly of, but not adjacent to, Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of RDA Associates, LLC as described in a deed recorded in Book 28117 Page 95 in the Cumberland County Registry of Deeds;

Thence N 53° 18' 07" E, by and along land of RDA Associates, LLC, a distance of 273.63 feet;

Thence N 57° 28' 42" E a distance of 99.53 feet to the **Point of Beginning**;

Thence S 36° 41' 14" E a distance of 76.14 feet;

Thence S 53° 18' 46" W a distance of 186.32 feet;

Thence N 36° 41' 14" W a distance of 76.14 feet;

Thence N 53° 18' 46" E a distance of 186.32 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

**Exhibit B-1****Unit 1 LCE****Legal Description**

A certain parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 147.90 feet;

Thence northerly, by and along the northeasterly sideline of Roosevelt Trail, along a curve concave to the right having a radius of 964.44 feet, an arc distance of 9.00 feet to land now or formerly of RDA Associates, LLC as described in a deed recorded in Book 28117 Page 95 in the Cumberland County Registry of Deeds;

Thence N 53° 18' 07" E, by and along land of RDA Associates, LLC, distance of 273.63 feet;

Thence N 37° 40' 37" E, by and along land of RDA Associates, LLC, a distance of 204.85 feet;

Thence S 36° 41' 14" E a distance of 142.43 feet;

Thence S 4° 31' 57" W a distance of 149.70 feet to land of Hanna Realty Associates, LLC;

Thence S 59° 44' 00" W, by and along land of Hanna Realty Associates, LLC, a distance of 390.71 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

**Exhibit C****Unit 2****Legal Description**

A certain parcel of land situated northeasterly of, but not adjacent to, Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds;

Thence N 59° 44' 00" E, by and along land of Hanna Realty Associates, LLC, a distance of 390.71 feet;

Thence N 58° 33' 14" E a distance of 57.04 feet to the **Point of Beginning**;

Thence N 32° 49' 28" E a distance of 100.10 feet;

Thence N 57° 18' 32" W a distance of 10.00 feet;

Thence N 32° 41' 28" E a distance of 36.12 feet;

Thence S 57° 18' 32" E a distance of 66.76 feet;

Thence S 32° 49' 28" W a distance of 36.12 feet;

Thence N 57° 18' 32" W a distance of 2.38 feet;

Thence S 32° 49' 28" W a distance of 100.10 feet;

Thence N 57° 18' 32" W a distance of 54.30 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

**Exhibit C-1****Unit 2 LCE****Legal Description**

A certain parcel of land situated northeasterly of, but not adjacent to, Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of RDA Associates, LLC as described in a deed recorded in Book 28117 Page 95 in the Cumberland County Registry of Deeds;

Thence N 53° 18' 07" E, by and along land of RDA Associates, LLC, a distance of 273.63 feet;

Thence N 37° 40' 37" E, by and along land of RDA Associates, LLC a distance of 204.85 feet to the **Point of Beginning**;

Thence continuing N 37° 40' 37" E, by and along land of RDA Associates, LLC, a distance of 171.66 feet to land now or formerly of the Town of Windham as described in a deed recorded in Book 28710 Page 168 in the Cumberland County Registry of Deeds;

Thence S 54° 58' 28" E, by and along land of the Town of Windham, a distance of 300.94 feet;

Thence S 35° 15' 20" W a distance of 389.39 feet to land of Hanna Realty Associates, LLC;

Thence N 30° 16' 04" W a distance of 105.80 feet;

Thence N 4° 31' 57" E a distance of 149.70 feet;

Thence N 36° 41' 14" W a distance of 142.43 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.



**Exhibit D****Roadside Display Areas****30' Roadside Display Area North**

A certain parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northeasterly sideline of Roosevelt Trail at land now or formerly of RDA Associates, LLC as described in a deed recorded in Book 28117 Page 95 in the Cumberland County Registry of Deeds;

Thence N 53° 18' 07" E, by and along land of RDA Associates, LLC, a distance of 30.16 feet;

Thence S 30° 49' 57" E a distance of 80.94 feet;

Thence S 63° 38' 43" W a distance of 30.10 feet to the northeasterly sideline of Roosevelt Trail;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 65.51 feet;

Thence northerly, by and along the northeasterly sideline of Roosevelt Trail, along a curve concave to the right having a radius of 964.44 feet, an arc distance of 9.00 feet to the Point of Beginning.

**30' Roadside Display LCE Area South**

A certain parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 56.31 feet;

Thence N 63° 38' 43" e a distance of 30.10 feet;

Thence S 30° 49' 57" E a distance of 54.26 feet to land of Hanna Realty Associates, LLC;

Thence S 59° 44' 00" W, by and along land of Hanna Realty Associates, LLC, a distance of 30.00 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

## Schedule E

## 25' Wide Access Lane

## (a/k/a "Common Drive")

A certain parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds,

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 56.31 feet to the **Point of Beginning**;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 25.08 feet;

Thence N 63° 38' 43" E a distance of 201.82 feet;

Thence N 53° 18' 46" E a distance of 235.39 feet;

Thence N 45° 54' 21" E a distance of 159.46 feet;

Thence N 79° 31' 19" E a distance of 60.57 feet;

Thence S 62° 39' 36" E a distance of 92.80 feet;

Thence S 35° 15' 20" W a distance of 25.24 feet;

Thence N 62° 39' 36" W a distance of 80.76 feet;

Thence S 79° 31' 19" W a distance of 44.45 feet;

Thence S 45° 54' 21" W a distance of 153.53 feet;

Thence S 53° 18' 46" W a distance of 47.94 feet;

Thence S 61° 16' 14" E a distance of 155.26 feet to land of Hanna Realty Associates, LLC;

Thence S 35° 15' 20" W, by and along land of Hanna Realty Associates, LLC, a distance of 25.16 feet;

Thence N 61° 16' 14" W a distance of 163.83 feet;

Thence S 53° 18' 46" W a distance of 163.84 feet;

Thence S 63° 38' 43" W a distance of 202.12 feet to the Point of Beginning.

Bearings are Grid North.

**Exhibit F**  
**25' Wide Common Utility Easement**

A certain area or parcel of land situated on the northeasterly side of Roosevelt Trail in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northeasterly sideline of Roosevelt Trail at land now or formerly of Hanna Realty Associates, LLC as described in a deed recorded in Book 34365 Page 90 in the Cumberland County Registry of Deeds;

Thence N 30° 50' 25" W, by and along the northeasterly sideline of Roosevelt Trail, a distance of 25.00 feet;

Thence N 59° 44' 00" E a distance of 408.34 feet;

Thence S 4° 31' 57" W a distance of 30.44 feet to land of Hanna Realty Associates, LLC;

Thence S 59° 44' 00" W, by and along land of Hanna Realty Associates, LLC, distance of 390.71 feet to the Point of Beginning.

Bearings are Grid North.

Reference is made to a plan entitled "Condominium Plat Commercial Condominium 847 Roosevelt Trail Windham, Maine for: Sebago Lake Holdings, LLC" recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 230, as amended by the Amended Condominium Plat, Commercial Condominium, for Sebago Lake Holdings, LLC recorded in Plan Book 223, Page 298.

**Exhibit G**  
**Common Expense Liability; Allocated Interest; Votes in Association**

Unit	Common Expense Liability	Allocated Interest	Votes
Unit 1	50%	50%	1
Unit 2	50%	50%	1

**Exhibit G-1**  
**Common Expense Liability; Allocated Interest; Votes in Association Following Exercise of Development Right**

Unit	Common Expense Liability	Allocated Interest	Votes
Unit 1	25%	25%	3
Unit 2	50%	50%	5
Unit 3	12.5%	12.5%	1
Unit 4	12.5%	12.5%	1
Totals	100%	100%	10

As set forth in this Declaration, Declarant has the right to re-allocate its original Common Expense Liability, Allocated Interest, and Votes, in a commercially reasonable manner, based upon and with reference to the nature and intensity of use proposed for the development and use of newly created Units. The Declarant shall have the right to make such re-allocations of the Common Expense Liability, Allocated Interest and Votes above between Unit 2, Unit 3 and/or Unit 4 as Declarant shall determine, provided that the Unit 1 Common Expense Liability, Allocated Interest and Votes set forth above in Exhibit G-1 are not changed.