

AMENDED AND RESTATED
PUBLIC OFFERING STATEMENT

CROSS STREET CONDOMINIUM
1 AND 7 CROSS STREET, SCARBOROUGH, MAINE

Name of Condominium:	Cross Street Condominium
Address of Condominium:	1 and 7 Cross Street, Scarborough, Maine
Name of Declarant:	Cross Street Condominiums LLC
Principal Address	175 Innovation Way Scarborough, Maine 04074

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

IF PURCHASER ACCEPTS THE CONVEYANCE OF THE UNIT BEFORE RECEIVING THIS STATEMENT, SHE/HE MAY NOT CANCEL THE CONTRACT.

Effective date of this Amended and Restated Public Offering Statement: December 8, 2025.

RECEIPT ACKNOWLEDGED

_____, Prospective Buyer

_____, Prospective Buyer

_____, Date Received

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ILLUSTRATIVE BUILDING PLANS



CROSS STREET CONDOMINIUM
CROSS STREET AND SCARBOROUGH DOWNS ROAD, SCARBOROUGH, MAINE

I. DESCRIPTION OF THE CONDOMINIUM

A. Overview.

1. Public Offering Statement. This amended and restated public offering statement is provided by Cross Street Condominiums LLC (the "Declarant") and intended to fully amend and restate the public offering statement dated February 14, 2025. **The primary purpose of this amended and restated public offering statement is to reflect a change in the: (i) covered parking from "Garages" to "garages," (ii) to clarify that the exclusive provider of fiber optic cable for the purposes of providing high speed internet, and telephone to The Downs, including this Condominium, is Premium Choice Broadband, (iii) to update the list of exceptions and encumbrances affecting the Condominium, and (iv) to cap the total number of Condominium Units that may be leased to 40% of Units declared, with the Declarant having priority in rental of any units owned by it.**

The amended and restated public offering statement is being provided by the Declarant to purchasers of Units, Garage Units, and Storage Units in Cross Street Condominium (the "Condominium") located at 1 and 7 Cross Street, which connects to U.S. Route One, Payne Road, and Haigis Parkway in the Town of Scarborough, Maine.

This public offering statement is intended to provide a general overview and summary of the terms of the Condominium. The various exhibits to this Public Offering Statement contain the full text and detail of the controlling legal documents, and purchasers are strongly encouraged to review all exhibits in order to obtain a full understanding of the detailed structure of the Condominium. Since this is only a summary, the full text of the legal documents will control in the event of any omission or conflicts.

2. Overall Condominium Structure. The Condominium project will be constructed in stages. The Condominium will initially consist of forty-eight (48) residential condominium units (individually, a "Unit" and collectively, the "Units"), which Units are identified as Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, and 448 and located in a single building ("Building 1"), together with associated Limited Common Elements, and thirty-two (32) initial garage (individually, a "Garage Unit" and collectively, the "Garage Units"), which Garage Units are identified as Garage 1, Garage 2, Garage 3, Garage 4, Garage 5, Garage 6, Garage 7, Garage 8, Garage 9, Garage 10, Garage 11, Garage 12, Garage 13, Garage 14, Garage 15, Garage 16, Garage 17, Garage 17, Garage 18, Garage 19, Garage 20, Garage 21, Garage 22, Garage 23, Garage 24, Garage 25, Garage 26, Garage 27, Garage 28, Garage 29, Garage 30, Garage 31 and Garage 32, and which only twenty-eight (28) Garage Units will initially be offered to sale to Building 1 Unit Owners, and thirty-one (31) storage units (individually, a "Storage Unit" and collectively, the "Storage Units"), which Storage Units are identified as ST2L1.1, ST2L1.2, ST2L1.3, ST2L3.4, ST2L2.5, ST2L2.6, ST2L1.7, ST2L2.8, ST2L1.9, ST2L1.10, STL2.11,

ST3L1.1, ST3L1.2, ST3L1.3, ST3L3.4, ST3L2.5, ST3L2.6, ST3L1.7, ST3L2.8, ST3L1.9, ST3L1.10, ST3L2.11, ST4L1.1, ST4L1.2, ST4L1.3, ST4L1.4, ST4L1.5, ST4L1.6, ST4L1.7, ST4L1.8, and ST4L1.9. The estimated date of completion of Building 1 is the Winter of 2025.

Subject to market conditions, and the general level of sale of Units in Building 1, the Declarant will determine when (or whether) to construct and legally create a second building ("Building 2") which will contain up to forty-eight (48) additional Units (the "Additional Units"), up to twenty-four (24) additional Garage units (the "Additional Units"), as well as up to forty (40) additional Storage Units (the "Additional Storage Units"), together with associated Limited Common Elements. The Declarant may also elect to construct Building 2 as a residential apartment building (comprised of one Condominium Unit), in which the individual apartments will be rented to residential tenants. **Building 2, the Additional Units, the Additional Garage Units, the Additional Storage Units, and all Limited Common Elements associated therewith NEED NOT BE BUILT.**

Units generally consist of the areas within the interiors of the Buildings. The Building exteriors, structural components and the land are part of the common areas.

As further set for the Limited Warranty Certificate which is a part of this Public Offering Statement, the Declarant is responsible for constructing the Units, Garage Units, Storage Units, Building exteriors, infrastructure, Cross Street, Scarborough Downs Road, sidewalks, utility, and drainage improvements in a good and workmanlike manner in compliance with the building code and in accordance with the plans approved by the Town of Scarborough's Planning Board. The Condominium will be connected to public water and sewer.

The proposed location of the Units, Garage Units, Storage Units, Buildings, and improvements are shown on the Condominium plat (survey). Existing and/or contemplated land uses in the immediate vicinity of the Condominium include:

(a) single family residences (including Gristmill Lane Subdivision, Cottage on the Green Neighborhood, Frontrunner Park Neighborhood), located in The Downs – Mixed Residential Development District, and The Downs – Town Center District; and

(b) multifamily residential dwellings (including Carriage Walk Apartments, Mill Commons Condominium, Hayloft Apartments, Hackamore Place Apartments I and II, Tandem Court Condominium, The Gables at The Downs Condominium, Frontrunner Park Condominium, Simplicity Court Condominium) located in The Downs – Mixed Residential Development District, and The Downs – Town Center District; and

(c) a memory care facility (known as The Moorings), and a 77-unit over fifty-five multifamily known as "The Uplands at the Downs," located in The Downs – Mixed Residential Development; and

(d) commercial uses in The Downs - Innovation District of The Downs, including but not limited to Costco Wholesale Corporation, IDEXX, and Throttle Car Club; and

(e) commercial uses under construction (or in planning stages) in The Downs - Haigis Parkway District of The Downs, including Allagash Brewing Company, and a multi-unit commercial condominium known as “Market Street Commercial Condominiums;” and

(f) mixed uses under construction (or in planning stages) in The Downs – Town Center District including this Condominium, a medical office facility, a Market Basket, and a fully accessible and technologically-assisted affordable housing complex for adults with disabilities; and

(g) commercial uses in the neighboring Enterprise Business Park.

4. Condominium Project. The land upon which the Condominium will be built is comprised of approximately 5.68 acres, on which the Declarant will initially physically construct and legally create forty-eight (48) Units located in Building 1, together with associated Limited Common Elements, thirty-two (32) Garage Units, of which only twenty-eight (28) will initially be offered for sale to Building 1 Unit Owners, thirty-one (31) Storage Units, and one hundred sixty-nine (169) surface parking spaces, some of which will be allocated Limited Common Elements to the Units, and other (including handicapped accessible, and electric vehicle charging/parking) parking spaces will be Common Elements, as well as other Common Elements such as landscaping and drive aisles. Additionally, each Building constructed and legally declared may include amenities in such Building, such as a club and/or game room, gym, co-work space, bike storage, multi-purpose room, mail and/or package room, and rooftop deck and lounge. At least initially the amenities located in each Building will be open for use by residents in each Building (i.e., Common Elements); however, Declarant reserves the right to allocate some or all of such interior amenities for use to the Building in which they are located (i.e., Limited Common Elements).

On a first come basis, a prospective purchaser may purchase one or more Garage Units, and Storage Units, until such time as the Garage Units and Storage Units have been sold (provided, that only twenty-eight (28) of the thirty-two (32) initially constructed Garage Units will be sold to Building 1 buyers); provided, that, each three-bedroom Unit (of which two will be located in Building 1, and two will be located in Building 2, if built), must purchase at least one Garage Unit. The Garage Units and Storage Units may be freely sold and/or assigned; but in no event shall any three-bedroom Unit have less than one (1) Garage Unit.

One or more of the Units may be used as a model Unit for inspection by buyers and a sales office.

Land use approvals have been obtained from the Town of Scarborough and the Maine Department of Environmental Protection to construct the Units, Buildings, Common Elements and Limited Common Elements, sewer, water, and drainage infrastructure improvements.

5. Governmental Restrictions and Easements. The Condominium site is zoned “Crossroads Planned Development (“CPD”) District” by the Town of Scarborough which permits residential developments such as the proposed condominium.

Unit owners are required to comply with and conform to all (i) applicable laws and regulations of the State of Maine Department of Environmental Protection Site Location of Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order, Approvals L-27956-MX-K-N and L-27956-TG-L-N, dated December 23, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37669, Page 89, and (ii) all ordinances, rules and regulations of the Town of Scarborough, and the terms of the Town's Planning Board approvals for The Downs – Town Center District, and for the Condominium, including the conditions set forth in the Notices of Decision, dated June 26, 2023, and dated December 11, 2023, respectively, copies of which are attached hereto. The violating Unit owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

The proposed locations of the Units and improvements are shown in the Condominium plat (survey). Depending on sales, the types and locations of Units may be changed with the approval of the Town. Portions of the property may be designated as buffer areas which may not be disturbed or are subject to limited disturbance.

The Declarant intends to grant the Town of Scarborough, Scarborough Sanitary District, and the Portland Water District utility and other easements, and may grant other easements to third-party utility providers, as well as governmental and quasi-governmental entities.

CTC Partners LLC is the holder of a 50' wide utility, access and maintenance easement as shown on the Condominium Plat, and the "Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine," made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 7, [2]023, and recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 299, as amended by First Amended Subdivision Plan – Town Center Subdivision dated July 17, 2024 and recorded in said Registry of Deeds in Plan Book 225, Page 16, as further amended by a "Second Amended Subdivision Plan – Town Center Subdivision, Market Street, Scarborough, Maine," made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 11, 2025 and recorded in said Registry of Deeds in Plan Book 225, Pages 195, 196 and 197, and as described in a certain Warranty Deed from Crossroads Holdings LLC to CTC Partners LLC dated March 21, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40665, Page 339.

B. Condominium Declaration.

1. Declaration. The Declaration of Condominium is the central legal document which creates the Condominium. A copy of the proposed Declaration is included as a part of this Public Offering Statement, and it will become effective when recorded in the Cumberland County Registry of Deeds which the Declarant anticipates will occur shortly before the closing of the sale of the first Unit. The Declaration establishes the boundaries of the Condominium as a whole, the boundaries and Allocated Interests of each Unit, the special property rights within the Condominium such as Limited Common Elements, easements, and the restrictions on the Units.

Generally amendments to the Declaration may be made by a vote of 67% in interest of the Unit owners (or such lesser percentage as set forth in §1602-117 of the Maine Condominium Act, as may be amended), however 100% approval is required to change the Unit boundaries and the restriction to residential uses. Certain amendments require the approval of the Declarant or lenders holding or insuring mortgages on the Condominium Units. The Declarant holds various easements permitting the construction and marketing of Units.

2. Use Restrictions. All of the Units in the Condominium are restricted to residential use. An occupant of a Unit may conduct business activities within the confines of a Unit so long as no signs are displayed and the Unit is not used for meeting with customers or third parties.

All Garage Units and surface parking spaces are restricted to parking of automotive vehicles. All Storage Units are restricted to the storage of personal property, and in no event any hazardous materials.

The Declarant has the right to construct the Buildings and infrastructure improvements shown on the Condominium Plat, and may use the unsold Units as models or sales offices. Notwithstanding the foregoing, Building 2, the Units and Storage Units contained therein, and the Additional Garage Units, as well as any Limited Common Elements exclusive or allocated to such Building and Units **NEED NOT BE BUILT**. Other temporary, reasonable non-residential uses may be permitted by the Board of Directors.

3. Pets. Only ordinary household pets such as dogs, cats, birds and fish are allowed; the maintenance, keeping, boarding and/or raising of other animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited.

No dogs shall be permitted outside of a Unit except on a leash directly attended by a responsible person or except of “off-leash” area(s), if any, that may be designed from time to time by the Board of Directors. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

The proposed initial Rules and Regulations of the Association limit the number of household pets to one dog (or two dogs if both dogs are less than 25 pounds in weight; up to two (2) cats; and a reasonable number of other ordinary household pets in a Unit. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous by the Board of Directors in its discretion shall be prohibited. *Without limiting the foregoing, Dobermans, Rottweilers and Pit Bulls or any mixtures thereof shall be prohibited.* Pet rules may be changed by the Board of Directors.

4. Vehicles and Parking. Only motor vehicles are allowed to be kept on the Condominium. Generally parking of motor vehicles is permitted only within Garage Units and the surface parking spaces allocated to a given Unit, except for Common Element handicapped accessible and electric vehicle charging parking spaces designated as such, as well as in other areas permitted by the Board of Directors. The Board may regulate parking on the private streets

forming a portion of the Condominium.

No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, all-terrain vehicles or other similar vehicles or recreational equipment or similar items may be kept or parked on the Property. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

5. Trash and Nuisances. Trash and garbage may be kept only in sanitary containers and properly stored within a Unit, or deposited in dumpsters located in designated dumpster areas. No Unit may be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any other Unit or the Common Elements.

6. Maintenance. Every Unit owner must maintain his Unit, including the walls, ceiling, floors, floor coverings, appliances, plumbing, and electrical lines and fixtures that run within a Unit or which exclusively serve a Unit. In the event the Unit suffers a casualty covered by the Association's insurance, the Unit owner is required to pay the insurance deductible or such amount as may be established by the Association's Board of Directors.

A unit owner should separately insure the furniture and other contents of his Unit and obtain liability insurance, with the insurance industry form being known as "HO-6." Any insurance obtained by an owner must comply with the Declaration. It is recommended that each owner provide his insurance agent with a copy of the relevant portions of the insurance portions of the Declaration and seek the agent's advice as to coverage.

The Association is generally responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, sewer, snowplowing of the parking areas and spaces that are Common Elements, area and street lighting and trash pickup (unless provided by the municipality or **The Downs – Town Center Master Association** (the "TC Master Association"), or any other master association now in effect or created in the future, for which the Unit owners (through the Association) shall be responsible for their proportionate share of common expenses), and all as determined by the Board of Directors. Crossroads Holdings LLC anticipates creating a master association ("The Downs Master Association") in the future that will govern certain common infrastructure and amenities within The Downs, which may include bike paths and trails, center and traffic islands, signs and wayfinding signs, and the like. The creation of **The Downs Master Association** is contemplated and expressly permitted in the Cross Easement Agreement by and between Crossroads Holdings LLC and M&R Holdings LLC, dated December 18, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35365, Page 286, as affected by an Easement Deed and Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated July 31, 2020 and recorded in said Registry of Deeds in Book 37022, Page 338, as further affected by a Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated December 14, 2022 and recorded in said Registry of Deeds in Book 39900, Page 24. The TC Master Association and The Downs Master Association are each a "Master Association," as referred to herein.

To the extent the Master Association provides certain services for the benefit of the

Association or Unit owners, the Association and its Unit owners shall pay their proportionate share of the services so provided, which include, but are not necessarily limited to:

- (a) maintenance, repair and replacement of and plowing and removal of snow and debris from private roads including, but not limited to, Cross Street and Scarborough Downs Road (and any improvements located in the roads or road right of way including signs, center islands and the like) and on-street parking (unless accepted as public streets by the Town), Open Space, Stormwater Management Areas, Common Easements (including any underground electric and above ground transformers, water (including the right, but not the obligation, with respect to irrigation systems serving the Open Spaces), and storm water and drainage improvements and facilities, sewer, fire hydrants, electricity, telephone, fiber optic cable and internet cable service lines and appurtenances, more particularly described in the (i) Declaration of Covenants, The Downs – Town Center Master Declaration (the “Master Declaration”), (ii) Cross Easement, and (iii) memorandum of understanding entered into between Crossroads Holdings LLC and the Town of Scarborough, copies of which are attached hereto, the administration and enforcement of the Master Declaration and such other purposes as may be approved by the members or as provided herein;
- (b) maintain liability insurance for property owned or maintained by the Master Association and activities conducted by the Master Association, and property insurance for property owned or leased by the Master Association

Water is billed to the Condominium Association and the expenses are included in the Association’s projected budget. Sewer is billed by the Scarborough Sanitary District directly to the Unit owner, for which the Unit owner is responsible to pay. The Town of Scarborough provides that it will not be responsible for the maintenance or plowing of Scarborough Downs Road, unless and until it accepts the same as a public way, or for trash collection in condominiums.

A Unit owner may not change the outside appearance of the Unit, whether changing the color of the Unit, the appearance, color, or shade of window coverings, adding any awnings or canopies or constructing any improvements, or using clothes lines, signs, television antennas and satellite dishes, etc. unless the Association's Board of Directors gives its approval in its discretion. However, Unit owners may be permitted to plant flowers and annuals with the approval of the Board of Directors, provided these are properly maintained.

7. Smoking Prohibition. Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

“Smoking” shall include carrying, burning, or otherwise handling or controlling any lit

or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as “electronic nicotine delivery systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

C. Development and Special Declarant Rights.

1. Declarant Rights. The Declarant has the right to physically construct and legally create up to a total of up to ninety-six (96) Units located in two (2) Buildings consisting of Building 1, and Building 2, the right to physically construct and legally create up to a total of fifty-six (56) Garage Units, and the right to physically construct and legally create up to a total of seventy-one (71) Storage Units, together with their associated Common Elements, and Limited Common Elements. It further has the right to create and relocate public utility easements on the property servicing the Condominium, to connect into those public utility lines, to use the Condominium for the repair and construction of Units, and to operate a construction, sales, leasing, and management office until all Condominium Units have been sold.

Until all Units which may be created have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element areas immediately adjoining the Unit and to improve all the Limited Common Element areas immediately adjoining the Unit with sunspace, porch, landscaping, deck, patio, hardscape, and similar improvements in such areas attached to the outside of a Unit, which may include the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element.

The Declarant may appoint and remove the directors and officers of the Condominium Association and control the affairs of the Association until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units (including any future Units which may be created in Building 2), other than a conveyance to a successor Declarant. The Declarant may voluntarily give up these rights before it is required to do so by a written statement recorded in the Registry of Deeds.

D. Unit Boundaries

Generally, the Units in the Condominium include the interiors of the buildings extending outward to the exterior side of the sheet rock (gypsum board) of the exterior walls. Each Unit is contained within a Unit envelope shown on the Condominium Plans, and also includes all plumbing, electrical, heating, and HVAC systems, equipment, fixtures, and other similar improvements exclusively servicing the Unit, even if located outside of the boundaries of a Unit. The Declaration sets forth the definition of Unit boundaries in greater detail.

The exterior of each Building, its roof, foundation and other general building components contained outside of the Unit are not owned by the Unit owner individually but rather are generally Limited Common Elements owned by all Unit Owners within that particular Building,

and administered and maintained by the Association.

The exterior patio and deck areas, if applicable, are Limited Common Elements which may be used by the adjoining Unit exclusively.

The Declaration more precisely defines the boundaries and composition of the Units, Common Elements and Limited Common Elements.

II. OTHER DOCUMENTS

A. Bylaws.

The Bylaws contain rules for self-government of the Condominium by Cross Street Condominium Association, a nonprofit corporation. The Bylaws provide for a Board of Directors which directs the affairs of the Condominium, administers policies outlined in the Bylaws, sets the budget and generally oversees the upkeep and the administration of the Condominium. The Bylaws cover such other matters as the composition of the Board of Directors, officers of the Association and the method of their election, the requirements for meetings, voting, the manner in which the Condominium budget must be prepared, the determination and handling of assessments, the filing of assessment liens, and the nature of insurance coverage. If a dispute arises between the Declarant and a Unit owner or the Association arising out of or relating to the Declaration, the Bylaws, or a deed to the Unit, the Declaration provides that such dispute must be submitted to arbitration.

B. Rules and Regulations.

The Bylaws provide that the Board of Directors has the power, on behalf of the Association, to establish rules and regulations governing the use of the Condominium. The initial Rules and Regulations established as of the date of this Public Offering Statement are attached as an exhibit to this Offering Statement.

C. Title Matters.

The list of liens, defects and encumbrances and matters of title which may affect the right, title or interest of the Declarant and the Condominium as of the date of the Public Offering Statement are set forth in the Declaration.

Unit owners may purchase a title insurance policy at their expense to protect and insure title to their Units. **Note that a special reduced rate of title insurance of \$2.00 per thousand*, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the Secondary Market, ALTA 8.1, Environmental, and ALTA 4.0/4.1 Condominium Endorsement, is available to Purchaser of a Unit provided that they purchase a Chicago Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.**

***Standard or filed title insurance rates (for coverage less than \$1,000,000) in Maine**

for enhanced owner's policies are typically \$3.30 per thousand (\$3.00 per thousand for standard ALTA policies).

In addition, the Condominium may be subject to certain terms, conditions, covenants and easements created by the Declaration and/or the Maine Condominium Act. These terms, conditions, covenants and easements are:

- (i) Easement for Encroachments. By virtue of this easement, Unit owners and the Association are protected in any event the Unit or Common Elements encroach on another Unit or the Common Elements.
- (ii) Easement to Facilitate Construction and Sales. The Declarant, its agents and employees, may use any unsold Unit of the Condominium as models and sales offices or place advertising signs within the Condominium and cross the Condominium property for the purpose of maintaining and repairing Units and Common Elements. The Declarant may further erect, and re-locate temporary sales or customer service offices on the Property from time to time. Further, the Declarant and its agents, contractors and prospective purchasers may cross the Property and may use parking spaces.
- (iii) Easements for Access. Each Unit owner and the Declarant has a right to cross the Common Elements for access to his Unit subject to rules, regulations and restrictions adopted by the Unit Owners Association.
- (iv) Utilities. The Bylaws permit the Association to grant easements for public utilities servicing the Condominium through the Common Elements. Further, the Declarant may connect with existing utilities for construction purposes on the Property, provided that it pays for the cost of services used.
- (v) Cross Easement Agreement by and between Crossroads Holdings LLC and M&R Holdings LLC, dated December 18, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35365, Page 286, as affected by an Easement Deed and Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated July 31, 2020 and recorded in said Registry of Deeds in Book 37022, Page 338, as further affected by a Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated December 14, 2022 and recorded in said Registry of Deeds in Book 39900, Page 24.
- (vi) Declaration of Covenants of The Downs – Town Center District Subdivision by Crossroads Holdings LLC, dated December 15, 2023 and recorded in the County Registry of Deeds in Book 40530, Page 314; as amended by a First Amendment to Declaration of Covenants of The Downs – Town Center District Subdivision dated April 8, 2025 and recorded in said Registry of Deeds in Book 41373, Page 177; as further amended by a Second Amendment to Declaration of Covenants of The Downs – Town Center District Subdivision dated August 1, 2025 and recorded in said Registry of Deeds in Book 41625, Page 133.
- (vii) State of Maine Department of Environmental Protection Site Location of

Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order, Approvals L-27956-MX-K-N and L-27956-TG-L-N, dated December 23, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37669, Page 89.

(viii) Maintenance Agreement for Stormwater Management Facilities entered into by Crossroads Holdings LLC in favor of the Town of Scarborough, dated December 15, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40530, Page 253. **NOTE: The Association is required to maintain the storm water system, at the expense of its members, and file reports evidencing such maintenance. The proposed budget attached hereto includes the estimated expense of maintenance and reporting that is attributable to the Association and Unit owners.**

(ix) *Intentionally deleted.*

(x) Restrictive Use Agreement by and between American House Scarborough LLC and Crossroads Holdings LLC, dated March 3, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40011, Page 153.

(xi) 50' wide utility, access and maintenance easement (a) reserved by the Association, all Unit Owners, Crossroads Holdings LLC, its successors and assigns, as shown on the Condominium Plat, and (b) held by CTC Partners LLC by virtue of a Warranty Deed dated March 21, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40665, Page 339.

D. Restraints on Alienation and Leasing.

The Maine Condominium Act prohibits the Declarant from offering any interest in a Condominium Unit until the Declarant has prepared and delivered to the purchaser the current Public Offering Statement. The Declarant knows of no other restraints which would preclude the free transferability of legal title to the Units pursuant to the terms of a purchase and sale agreement. The Condominium instruments do not grant the Declarant, the Association, lenders, or any other person a right of first refusal to purchase a Unit from a Unit owner.

The Bylaws provide that a Unit may not be leased or rented except on terms consistent with the provisions of the Declaration and Bylaws of the Condominium and for a period of no less than six (6) months. A Unit must be leased as a Unit in its entirety and no lease of a portion of a Unit such as a single bedroom is permitted. The Board of Directors has the power to terminate leases or to evict a tenant in the event of a breach of the terms of the lease or the Condominium instruments in the event they are not complied with. All leases must be in writing and on a form requiring the tenant to comply with the Condominium documents, providing that the failure to so comply will constitute a default under the lease, and setting forth the Board of Director's termination rights. Each Unit owner must notify the Board of Directors of all tenants and provide it with a copy of the lease.

E. Contracts or Leases Subject to Cancellation. The Declarant shall cause the Association to enter into a management agreement with Maine Properties LLC, an affiliate of Declarant. For rendering these services, a fee will be paid as set forth in the Proposed Budget attached hereto. The management agreement runs from year to year subject to earlier termination on account of specified defaults. The agreement will be subject to termination by the Association pursuant to Section 1603-105 of the Maine Condominium Act.

III. OPERATION OF THE CONDOMINIUM

A. The Unit Owners Association.

1. Self-Governing of the Condominium. The Condominium is governed by Cross Street Condominium Association, a Maine nonprofit corporation. All of the Unit owners collectively constitute the members of the Association as an incident of ownership of a Unit. Each Unit owner is automatically a member of the Association and remains a member until his ownership of a Unit ceases. The Unit owners elect a Board of Directors of the Association after the period of Declarant control expires. Until then, the Declarant appoints Board of Directors members and officers.

At the date of this Public Offering Statement there are no unsatisfied judgments or, to the best of Declarant's knowledge and belief, no pending suits against the Association.

2. Delegation of the Powers and Responsibilities of the Unit Owners Association. The Bylaws provide that the powers and responsibilities of the Association are delegated to the Condominium's Board of Directors, some of which in turn may be delegated to a managing agent. Basically, the Board of Directors has the powers and responsibilities in administering the Condominium to, among other things:

- (a) Adopt and amend rules and regulations;
- (b) Elect officers of the Association;
- (c) Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments from Unit Owners for Common Expenses and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from Road, private roads (or Private Alleys) (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), on-street parking (unless accepted as public streets by the Town), bike paths and trails, traffic islands, wayfinding signs, and the like Common Areas, Common Easements, Open Space, and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
- (d) To maintain, repair and replace the Common Areas, Common Elements and Limited Common Elements and to take all actions required or appropriate to

- comply with the Stormwater Ordinance, Stormwater Maintenance Agreement, (i) Maine Department of Environmental Protection Site Location of Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and (ii) Maine Department of Environmental Protection Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order, Approvals L-27956-MX-K-N and L-27956-TG-L-N, dated December 23, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37669, Page 89, and Post-Construction Stormwater Certification, including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town
- (e) Hire and terminate managing agents and other employees, agents and independent contractors;
 - (f) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium;
 - (g) Make contracts and incur liabilities;
 - (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements, except as set forth in the Declaration;
 - (i) Cause additional improvements to be made as a part of the Common Elements, except as set forth in the Declaration;
 - (j) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 1603-112 of the Act;
 - (k) Grant easements, leases, licenses and concessions through or over the Common Elements;
 - (l) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the of the Declaration, the Master Declaration, Bylaws, and Rules and Regulations of the Association;
 - (m) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;
 - (n) Provide for the indemnification of its officers and Board of Directors and maintain liability insurance for them; and
 - (o) Operate, maintain and repair the Common Elements and the Limited Common Elements.

3. Allocation of Voting Power. The number of votes for each Unit are allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B of the Declaration (as it may be amended) shall control in any event. Neither the Garage Units nor the Storage Units have no voting rights. A “majority” vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

Following the expiration of the Declarant Control Period, there will be three (3) directors. The number of directors may be changed by amendment to the Bylaws.

4. Transfer of Declarant Control. The Declaration authorizes the Declarant to appoint and remove members of the Board of Directors and all officers of the Association until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser, (b) sixty (60) days after the conveyance of seventy-five percent (75%) of all Units, including any future Units which may be created hereunder, other than a conveyance to a successor Declarant, or (c) at such earlier date as the Declarant in its sole discretion shall specify. At that time the Unit owners shall elect a Board of Directors. The Declarant at its option can relinquish this authority at any earlier time by recording a notice in the Registry of Deeds.

B. Management of the Condominium; Allocated Interests/ Common Expenses.

The Bylaws provide that the Board of Directors shall employ a professional managing agent for the Condominium at a level of compensation fixed by the Board of Directors. The Declarant shall cause the Association to enter into a management agreement with Maine Properties, LLC, an affiliate of Declarant, as management agent. A management fee is provided for in the proposed budget.

The Bylaws contain provisions for reserves for capital expenditures. The Bylaws require the establishment of a reasonable reserve fund for capital improvements, replacements and major repairs. The Bylaws also provide that if for any reason such reserve fund is inadequate to defray the cost of a required capital improvement, replacement or major repair, the Board of Directors may levy further assessments against the Unit owners in proportion to the Allocated Interests of their respective Units.

A Unit owner will be personally liable for all common charges and assessments levied against his Condominium Unit which become due while he is the Unit owner. In addition the common expenses and service charges assessed against the Unit owner automatically constitute a lien on a Unit, which lien, if unsatisfied, may be enforced by foreclosure or other legal remedies.

The Allocated Interest in the Common Elements of the Condominium will be set forth in the Declaration. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common

Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit B** to the Declaration.

The percentage of each Unit's Common Element Interest, Common Expense Liability and voting rights is allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit B** (as it may be amended) shall control in any event. In the event a Unit is subsequently divided, then its percentages shall be allocated based on the resulting floor area of the respective Units.

The amount of the estimated monthly assessment (Condominium fee) for Condominium expenses is set forth on the attached budget. The Condominium fee is based on the Allocated Interest of the Unit, except as otherwise provided above. There are no current or expected fees or charges, other than such assessments, to be paid by the Unit owners for the use and maintenance of the Common Elements and other facilities related to the Condominium.

The Declaration requires the purchaser of a Unit to pay at closing an initial working capital/reserve contribution equal to two (2) months common charges (in addition to any regular Condominium fee). The initial capital contribution will be allocated to the Condominium's working capital/reserve and is nonrefundable.

IV. BUDGET

A projected annual budget for the initial portion of the Condominium's operation is attached to this Public Offering Statement. The budget was prepared by the Declarant based on the best estimates available to it in January of 2025, and assumes, among other things, (1) no inflation factor, (2) the completion of only the Units in Building 1, and fifty-six (56) Garage Units in the Condominium, and (3) the accuracy of the budget prepared for the Master Association. *Because the Condominium is new there is no history of operating expenses, and therefore it is impossible to estimate with assurance the amount of future costs.* The Association presently has no significant assets or liabilities. A replacement reserve is included in the Budget as described therein in the projected monthly assessment for each Unit.

Declarant provides no special services nor incurs any special expenses on behalf of the Unit owners that are anticipated to become common expenses, except that to the extent that portions of the Condominium premises will be under construction during the sale period, the Declarant will be responsible for Units, Buildings, drives and lawn areas under construction until these Units and the areas around the Units are legally added to the Condominium. The Declarant may provide other maintenance services to the Condominium in lieu of cash payments and the value of such services shall be credited towards its Common Charges.

Real estate taxes will be billed directly to Unit owners by the Town of Scarborough once the Unit has been in existence on April 1st of a given year, per Maine statute. Until then the Declarant may bill owners for their proportionate share of taxes assessed against the

Condominium as a whole. Real estate taxes are not included in the Association budget.

V. UNIT PURCHASE

The obligations of the parties in connection with the purchase of a Unit are stated in detail in the sample purchase agreement. Each purchaser must also sign an agreement to limit the time in which to bring warranty claims to two (2) years. Prices for Units are established by the Declarant and may be subject to change at any time at the Declarant's sole discretion prior to the execution of a purchase agreement. Different purchasers may pay different prices for similar Units in the sole discretion of the Declarant.

Unless a purchaser has received and reviewed a copy of this public offering statement prior to the execution of a contract for sale, a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant, but if a purchaser accepts the conveyance of a Unit, he/she may not cancel the contract.

At the closing on the purchase of the Unit, the purchaser will be required to pay, in addition to the purchase price of the Unit, those settlement costs identified in the purchase agreement, the prorated share of the current month's charges, and a sum equal to two (2) months common charges as a capital contribution to the Association in order to provide working capital and reserves to the Association. It is not anticipated that the purchaser will be required to sign any other contracts or leases at the settlement.

A prospective Unit purchaser must arrange for his/her own financing. No financing has been offered or arranged by the Declarant. No representation is hereby made regarding the availability of such financing for any purchaser, and each purchaser must qualify independently for the same. Purchaser's deposits will be placed in an escrow account under the control of The Scoville Foley Team at Signature Homes Real Estate Group, or with Seller's counsel, Nicholas J. Morrill, Esq., Jensen Baird Gardner & Henry. Deposits will be returned to prospective purchasers who cancel their purchase contract in accordance with Section 1604-107 of the Maine Condominium Act; generally, such deposits will be treated in accordance with the terms of the purchase contract.

VI. INSURANCE

The Board of Directors will obtain liability insurance to protect the Association and, to a certain limited extent, the Unit owners as individuals. In general, the types and amounts of insurance to be obtained by the Association are described as follows:

- (i) Each building, including the Units, Garage Units, Storage Units, and Common Elements, will be covered by fire and property damage insurance. The coverage will be "all risk" and in an amount equal to the full replacement cost of the building. This coverage will not insure personal property belonging to a Unit owner nor special improvements to a Unit made by or at the request of the Unit owner. In the event the Unit, Garage Unit, or Storage Unit suffers a casualty covered by the Association's insurance, the Unit owner is required to pay the amount of the insurance deductible

or such lesser amount as may be established by the Association's Board of Director's.

- (ii) The Association will obtain insurance covering liability arising from ownership or use of the Common Elements. This coverage will not insure Unit owners against liability arising from an accident or injury occurring within a Unit, Garage Unit, or Storage Unit (or any patios or decks of a Unit) or liability arising from the act or negligence of a Unit owner. Each Unit owner should obtain separate liability insurance coverage to protect against such risks under the suggested HO-6 form, and should consult with his or her insurance agent regarding proper coverage.
- (iii) The Board of Directors will also maintain appropriate insurance required by mortgage lenders.

The Declarant strongly recommends that each Unit owner obtain insurance coverage on his personal property, special improvements to a Unit, Garage Unit, or Storage Unit and liability claims not covered by the Association policy, such as claims arising from activities inside of a Unit, Garage Unit, or Storage Unit. The Unit owner should be aware, however, that the condominium documents require special provisions in the policies providing additional insurance. IT IS RECOMMENDED THAT EACH OWNER PROVIDE HIS INSURANCE AGENT WITH A COPY OF THE DECLARATION IN ORDER TO DETERMINE THE INSURANCE COVERAGE NEEDED BY THE OWNER TO PROTECT AGAINST RISKS NOT COVERED BY THE ASSOCIATION'S INSURANCE.

VII. FINANCIAL ARRANGEMENTS FOR IMPROVEMENTS

The Declarant has also provided the Town of Scarborough with a letter of credit to assure the completion of the common infrastructure improvements, and has obtained a construction loan from Bar Harbor Bank & Trust for construction of Condominium infrastructure, Building 1, the Units located therein, the initial thirty-two (32) Garage Units, and the seven (7) Storage Units.

VIII. WARRANTIES

Certain warranties are given to all Unit owners as described below, subject to certain exclusions and modifications made by the Declarant. The purchase and sale agreement requires that all buyers sign a Limited Warranty Certificate agreeing that any warranty claims be made and enforced within two (2) years after the purchase.

With respect to the Condominium Units being sold and the Common Elements, the Maine Condominium Act provides as follows:

A Express Warranties of Quality.

1. Express warranties made by any seller to a purchaser of a Unit, if relied upon by the purchaser, are only created as follows:

- (a) Any written affirmation of fact or promise which relates to the Unit, its use, or rights appurtenant thereto, area improvements to the Condominium that would directly benefit the Unit, or the right to use or have the benefit of facilities not located in the Condominium, creates an express warranty that the Unit and related rights and uses will conform to the affirmation or promise;
- (b) Any model or description of the quantity or extent of the real estate comprising the Condominium, including plans and specifications of or for improvements, creates an express warranty that the Condominium will substantially conform to the model or description;
- (c) Any written description of the quantity or extent of the real estate comprising the Condominium, including plats or surveys, creates an express warranty that the Condominium will conform to the description, subject to customary tolerances; and
- (d) A provision that a buyer may put a Unit only to a specified use is an express warranty that the specific use is lawful.

2. Neither formal words, such as "warranty" or "guarantee," nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.

3. Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers.

B. Implied Warranties of Quality.

1. A Declarant warrants that a Unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

2. A Declarant impliedly warrants that a Unit and the Common Elements in the Condominium are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him, or made by any person before the creation of the Condominium, will be:

- (a) free from defective materials; and
- (b) Constructed in accordance with applicable law, according to sound engineering and construction standards and in a workman-like manner. Construction complying with the Town of Scarborough Building Code shall be deemed to satisfy such sound engineering or construction standards.

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

4. Warranties imposed by this section may be excluded or modified.
5. Any conveyance of a Unit transfers to the purchaser of the Declarant's implied warranties of quality.

C. Exclusion of Modification of Implied Warranties of Quality.

1. Except as limited by Subsection 2 with respect to a Unit that may be used for residential use, implied warranties of quality:

- (a) May be excluded or modified by agreement of the parties; and
- (b) Are excluded by expression of disclaimer, such as "as is," "with all faults," or other language which in common understanding calls the buyer's attention to the exclusion of warranties.

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

The Declarant has limited such warranty to a two (2) year period. The Declarant is liable only for the cost of repair or replacement or to compensate for the decline in the Unit's market value. The Declarant disclaims liability for special or consequential damages. On or before settlement of the purchase of a Unit, implied warranties of quality will be limited as set forth in the Limited Warranty Certificate issued by the Declarant, a photocopy of which certificate is attached as an Exhibit to this Public Offering Statement.

D. Statute of Limitations for Warranties.

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

2. Subject to Subsection 3, a cause of action for breach of warranty of quality, regardless of the purchaser's lack of knowledge of the breach, accrues:

- (a) As to a Unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a non-possessory interest was conveyed; and
- (b) As to each common element, at the time the common element is completed or, if later: (i) As to a common element which may be added to the Condominium or

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

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

Exhibit 1 - Proposed Budget

Cross Street Budget

Account	Account	G/L Budget
Number	Name	2025/2026
4300	CONDO & HOA	
4305	Condo & HOA Fees	304,512.32
4306	Condo & HOA Garage Fees	0.00
4399	TOTAL CONDO & HOA INCOME	304,512.32
5999	TOTAL REVENUE	304,512.32
6070	CLEANING	
6072	Janitorial & Housekeeping	12,000.00
6077	Housekeeping Supplies	1,200.00
6082	TOTAL CLEANING	13,200.00
6083	GROUNDS MAINTENANCE	
6084	Grounds Maintenance	39,000.00
6087	Insect & Pest Control	900.00
6088	Irrigation	1,800.00
6095	Snow Removal Excess & Supplies	5,000.00
6120	TOTAL GROUNDS MAINTENANCE	46,700.00
6150	INSURANCE	
6151	Business Insurance	36,000.00
6170	TOTAL INSURANCE	36,000.00
6200	LEGAL AND OTHER PROFESSIONAL FEES	
6201	Legal	1,000.00
6206	Tax Prep & Returns	350.00
6230	TOTAL LEGAL AND OTHER PROFESSIONAL FEES	1,350.00
6250	MANAGEMENT FEES	
6256	Management Fees	24,192.00
6270	TOTAL MANAGEMENT FEES	24,192.00
6300	REPAIRS & MAINTENANCE	
6354	HVAC (Heat, Ventilation, Air)	12,000.00
6359	Appliance Maintenance & Purchase	600.00
6360	General Building Maintenance	6,000.00
6362	Elevator Repairs & Contract Maint	5,000.00
6367	Fire System Monitoring/Maintenance/Inspections	2,480.00
6370	Planned maintenance/Inspections	9,828.00
6374	Clubroom & Rooftop Space	700.00
6379	Sprinkler System Inspections/Testing	3,300.00
6381	Keys/Fobs/System Maintenance	600.00
6383	Exterior Building Maintenance	2,500.00
6450	TOTAL REPAIRS & MAINTENANCE	43,008.00
6560	UTILITIES	
6561	Electricity	24,000.00
6562	Gas, Oil or Propane	9,000.00
6563	Water	9,960.00
6564	Sewer	856.00
6565	Rubbish Removal	10,700.00
6567	Cable Service	1,800.00
6570	Elevator Telephone	1,320.00
6575	Internet	28,000.00
6630	TOTAL UTILITIES	85,636.00
6660	OTHER EXPENSES	
6666	Computer & Websites/Communication	1,800.00
6676	Miscellaneous	0.00
6677	Events	0.00
6683	Reserve Transfers	32,626.32
6711	Master Association Dues	20,000.00
6730	TOTAL OTHER EXPENSES	21,800.00
8100	TOTAL OPERATING EXPENSES (less Reserves)	271,886.00
	Reserve Transfers	32,626.32
	TOTAL OPERATING EXPENSES (with Reserves)	304,512.32

Unit	Type	Square Footage	% of Ownership	Annual Dues	Monthly Dues
102	A	682	1.66%	\$5,048.92	\$421
103	A	682	1.66%	\$5,048.92	\$421
104	A	682	1.66%	\$5,048.92	\$421
213	A	682	1.66%	\$5,048.92	\$421
215	A	682	1.66%	\$5,048.92	\$421
216	A	682	1.66%	\$5,048.92	\$421
218	A	682	1.66%	\$5,048.92	\$421
222	A	682	1.66%	\$5,048.92	\$421
223	A	682	1.66%	\$5,048.92	\$421
326	A	682	1.66%	\$5,048.92	\$421
328	A	682	1.66%	\$5,048.92	\$421
329	A	682	1.66%	\$5,048.92	\$421
331	A	682	1.66%	\$5,048.92	\$421
335	A	682	1.66%	\$5,048.92	\$421
336	A	682	1.66%	\$5,048.92	\$421
439	A	682	1.66%	\$5,048.92	\$421
440	A	682	1.66%	\$5,048.92	\$421
441	A	682	1.66%	\$5,048.92	\$421
443	A	682	1.66%	\$5,048.92	\$421
447	A	682	1.66%	\$5,048.92	\$421
448	A	682	1.66%	\$5,048.92	\$421
437	B	731	1.78%	\$5,411.68	\$451
445	C	799	1.94%	\$5,915.09	\$493
106	D	684	1.66%	\$5,063.73	\$422
105	E	1010	2.46%	\$7,477.15	\$623
109	E	1010	2.46%	\$7,477.15	\$623
217	E	1010	2.46%	\$7,477.15	\$623
221	E	1010	2.46%	\$7,477.15	\$623
330	E	1010	2.46%	\$7,477.15	\$623
334	E	1010	2.46%	\$7,477.15	\$623
442	E	1010	2.46%	\$7,477.15	\$623
446	E	1010	2.46%	\$7,477.15	\$623
110	F	1037	2.52%	\$7,677.03	\$640
211	G	1073	2.61%	\$7,943.54	\$662
324	G	1073	2.61%	\$7,943.54	\$662
107	H	1010	2.46%	\$7,477.15	\$623
219	H	1010	2.46%	\$7,477.15	\$623
332	H	1010	2.46%	\$7,477.15	\$623
444	H	1010	2.46%	\$7,477.15	\$623
108	J	990	2.41%	\$7,329.08	\$611
214	K	1010	2.46%	\$7,477.15	\$623
327	K	1010	2.46%	\$7,477.15	\$623
101	L	949	2.31%	\$7,025.56	\$585
212	L	949	2.31%	\$7,025.56	\$585
325	L	949	2.31%	\$7,025.56	\$585
438	L	949	2.31%	\$7,025.56	\$585
220	N	1244	3.02%	\$9,209.47	\$767
333	N	1244	3.02%	\$9,209.47	\$767

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Name	Unit Type	Unit Name	Count	SF
1BR	A	Harrington	21	682
1BR	B	Hawthorne	1	731
1BR+W	C	Meadowlands	1	799
1BR-ANSI	D	Monticello	1	684
2BR	E	Northfield	8	1010
2BR	F	Batavia	1	1037
2BR+W	G	Saratoga	2	1073
2BR	H	Oak Grove	4	1010
2BR	J	Rosecroft	1	990
2BR	K	Vernon	2	1010
2BR	L	Tioga	4	949
3BR	N	Shenandoah	2	1244

Exhibit 2 - Sample Purchase and Sale Agreement with Exhibits

PURCHASE AND SALE AGREEMENT
CROSS STREET CONDOMINIUM, SCARBOROUGH, MAINE

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into between the Seller and Buyer identified below in consideration of the mutual promises set forth herein pursuant to which SELLER agrees to sell and BUYER agrees to buy the property specified below in accordance with these Basic Terms of Sale, the Additional Terms of Sale and Exhibits, all of which form a part of this Agreement:

1. Property to be Sold: Unit # ____ in Building 1, Car Port Unit # ____, and Storage Unit # ____, in Cross Street Condominium (the "Condominium") located at the intersection of Cross Street and Scarborough Downs, Scarborough, Maine, together with an undivided interest in the common elements as specified in the Declaration of Cross Street Condominium recorded, or to be recorded, in the Cumberland County Registry of Deeds.

2. Purchase Price: The agreed purchase price and payment of same is as follows:

\$ _____ Base Unit Price;
\$ _____ *Plus:* Improvements and Extras, if applicable [*See Exhibit B*];
\$ _____ Total Purchase Price.
(\$ _____) *Less:* Reservation Deposit, if any;
(\$ _____) *Less:* Deposit paid upon signing this Agreement, to be held at
[insert name of escrow agent/broker];
\$ _____ *Balance Due At Closing.*

3. Estimated Closing Date: _____, 202__, subject to adjustment as set forth herein.

4. Mortgage Financing Contingency:
if applicable, _____% of the Total Purchase Price
Contingency Date: _____ days from the
Effective Date of this Agreement

5. Buyer's Broker: [] Yes, [] No
Name: _____
Address: _____
Tel. #: _____
Seller's broker is Amy Foley of Signature
Homes. Commission is calculated on Base Unit
Price.

6. Resolution of Disputes. If a dispute arises concerning this contract or the performance of the parties, then the parties agree to settle the dispute by jointly paying for the following:

- ☐ Binding Arbitration as regulated by the Maine Uniform Arbitration Act, with parties agreeing to accept as final the arbitrator's decision.;
- ☐ Non-Binding Arbitration with the parties free to not accept arbitrator's decision and to seek satisfaction through other means, including a lawsuit; or
- ☐ Mediation, with parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The foregoing provisions shall not be deemed a waiver of any rights of either party to take legal action, unless binding arbitration is selected.

7. Receipt of Documents: Prior to signing this Agreement, Buyer(s) hereby acknowledge(s) having received and reviewed the Public Offering Statement and accompanying documents, this Agreement, the

Additional Terms of Sale and the Exhibits that form this Agreement, and agree(s) that a binding contract will arise when this agreement when signed by Buyer(s) and Seller.

8. Special Title Insurance Rate. Purchaser may purchase a title insurance policy at their expense to protect and insure title to their Unit. Note that a special reduced rate of title insurance of \$2.00 per thousand*, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the Secondary Market, ALTA 8.1, Environmental, and ALTA 4.0/4.1 Condominium Endorsement, is available to Purchaser provided that they purchase a Chicago Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.

*Standard or filed title insurance rates (for coverage less than \$1,000,000) in Maine for enhanced owner's policies are typically \$3.30 per thousand (\$3.00 per thousand for standard ALTA policies).

9. Other: [Also see attached Additional Terms of Sale and Exhibits].

_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the Additional Terms of Sale and Exhibits with an effective date as of _____, 202__ (the "Effective Date" of this Agreement).

SELLER:
CROSS STREET CONDOMINIUMS LLC

By: _____
Its Manager

Mailing Address:
175 Innovation Way
Scarborough, Maine 04074

With a copy to:
Nicholas J. Morrill, Esq.
Jensen Baird
Ten Free Street, 4th Floor
Portland, Maine 04101

BUYER:

s/ _____
print name: _____

s/ _____
print name: _____

Mailing Address:

Email: _____

Tel: _____ (day)
_____ (evening)
_____ (cell)

Exhibits to this Purchase and Sale Agreement:

Additional Terms of Sale

Exhibit A - Floor Plans and Features

Exhibit B - Options Added or Modifications or Alterations Made Per Request of Buyer ("Extra Work")

Exhibit C - Final Inspection Form

ADDITIONAL TERMS OF SALE
CROSS STREET CONDOMINIUM

THE FOLLOWING STATEMENTS ARE MADE PURSUANT TO THE REQUIREMENTS OF §§ 1604-101 THROUGH 1604-105 OF THE MAINE CONDOMINIUM ACT AS AMENDED (THE "ACT"):

UNLESS A BUYER HAS RECEIVED AND REVIEWED A COPY OF THE PUBLIC OFFERING STATEMENT PRIOR TO THE EXECUTION OF A CONTRACT FOR SALE OF A UNIT AT CROSS STREET CONDOMINIUM, A BUYER, BEFORE CONVEYANCE OF A UNIT, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM THE DECLARANT. IF A BUYER ACCEPTS THE CONVEYANCE OF A UNIT, THE BUYER MAY NOT CANCEL THE CONTRACT.

IF THE BUYER ELECTS TO CANCEL THE AGREEMENT FOR THE PURCHASE OF A UNIT PURSUANT TO THE PRECEDING PARAGRAPH, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL (IN WHICH CASE RETURN RECEIPT REQUESTED IS ADVISED). THIS CANCELLATION OF THE PURCHASE AND SALE AGREEMENT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE BUYER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ALL AMENDMENTS THERETO) TO A BUYER BEFORE CONVEYING A UNIT, THAT BUYER MAY HAVE A CLAIM FOR APPROPRIATE RELIEF UNDER SECTION 1604-116 OF THE ACT.

CONSUMERS ARE STRONGLY ADVISED TO VISIT THE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO GATHER CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING THEIR HOMES AT [HTTP://WWW.STATE.ME.US/AG/](http://www.state.me.us/ag/) OR BY CALLING 207-626-8800.

In consideration of the mutual promises herein expressed, Seller and Buyer further agree as follows:

1. Description of Property. Seller agrees to sell and Buyer agrees to purchase for the price and upon and subject to the terms and conditions set forth in this Agreement, the condominium Unit, Car Port Unit (if any), and Storage Unit (if any), designated in the Basic Terms of Sale in Cross Street Condominium (the "Condominium") located at the intersection of Cross Street and Scarborough Downs Road in the Town of Scarborough, Cumberland County, Maine, and created pursuant to the provisions of the Maine Condominium Act (the "Act") by the Declaration of Cross Street Condominium recorded or to be recorded in the Cumberland County Registry of Deeds (the "Declaration") and as set forth in the floor plans and standard features described in Exhibit A attached hereto and made a part hereof, together with such Unit's undivided Percentage Interest in the Common Elements (the "Unit"). Included in the sale as part of the Unit are the fixtures and equipment to be provided and installed by Seller as set forth or referenced in Exhibit A.

2. Defined Terms. Capitalized terms used in this Agreement without definition shall have the meanings specified for such terms in the Declaration.

3. Public Offering Statement. Buyer acknowledges that prior to the execution of this Agreement, Buyer received from Seller the Public Offering Statement for Cross Street Condominium, including all schedules and exhibits attached thereto (said statement together with said exhibits are hereinafter referred to as the "Public Offering Statement") required under the provisions of the Act, and that Buyer has had the opportunity to review the same.

4. Purchase Price. The Purchase Price for the Unit is set forth in the Basic Terms of Sale. The Total Purchase Price shall be adjusted at Closing in accordance with Paragraph 6 below.

5. Financing Commitment. If the Basic Terms include a Financing Contingency, then Buyer is under good faith obligation to actively seek and accept such financing and shall make a loan application within five (5) days of the Date of this Agreement. Buyer must supply a signed and accepted commitment letter without contingencies from a mortgage lender within the designated number of days after the date of this Agreement. Failure to deliver such a commitment shall constitute a default by Buyer under this Agreement; in such event Seller reserves the right to proceed with construction of the unit and publicly market the property to replacement buyers, to sell the Unit to a replacement buyer, or to halt construction at its discretion. If there are any delays in closing due to Buyer, any added financing and other cost incurred by Seller will be added to the Agreement Price.

6. Closing Adjustments. Fuel and taxes for the then current taxing period assessed against the Unit, and other assessments and liability charges, if any, on the Unit shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price to be paid by Buyer on the Closing Date. If the amount of taxes to be adjusted is not known on the Closing Date, the taxes will be provisionally adjusted on the basis of the taxes most recently assessed for the preceding year, with a final adjustment as soon as the new tax rate and valuation can be ascertained.

Buyer will also deposit with Seller at the time of closing for transmittal to Cross Street Condominium Association the first full month's assessment for estimated Common Expenses and an initial working capital contribution in an amount equal to twice (2x) the monthly installment of the estimated Common Expenses attributable to the Unit, which initial working capital contribution is in addition to and not in lieu of regular monthly installments of such expenses and charges. Buyer shall pay recording costs for the Deed and one half of the transfer tax.

7. Payment of Total Purchase Price. The Total Purchase Price is payable as set forth in the Basic Terms of Sale. The Deposit and any Reservation Deposit shall be held in escrow. The balance of the Total Purchase Price shall be paid in cash, by wire transfer or by certified or bank check payable to Seller at Closing as hereinafter defined, subject to adjustment as set forth herein.

8. Escrow Deposits. Upon execution of this Agreement, the Deposit, together with any previously received reservation deposit, shall be placed in escrow in a non-interest bearing account ("Escrow Account") pursuant to Section 1604-109 of the Act. Upon default hereunder or upon any termination of this Agreement, the deposits shall be paid to the person lawfully entitled thereto pursuant to the terms of this Agreement.

9. Unit Deed. Upon full payment of the Total Purchase Price and all other payments required hereunder, Seller shall convey the Unit, Car Port Unit (if any), and Storage Unit (if any), by Warranty Deed (the "Deed") running to Buyer, as joint tenants unless otherwise designated. The Deed shall convey a good and clear record and insurable title to the Unit, Car Port Unit (if any), and Storage Unit (if any) free of all liens and encumbrances, and insurable as such, except and subject to:

(a) Provisions of (i) the Act, as the same may be amended from time to time and (ii) the

Declaration as the same may be amended from time to time by instrument recorded in the Registry of Deeds;

- (b) Existing rights, obligations, approvals, easements, restrictions, licenses, covenants and conditions reserved or contained or referenced in the Declaration;
- (c) Such taxes and assessments allocable to the Unit for the then current fiscal year as are not due and payable on the date of delivery of the deed;
- (d) The laws and regulations of the State of Maine and municipal ordinances, including zoning restrictions, and the terms of land use approvals;
- (e) All utility easements of record and rights, restrictions, reservations and obligations as noted on any recorded plans and survey or in the Declaration;
- (f) All bylaws, rules and regulations established by the Condominium Association; and
- (g) Other matters, easements and encumbrances of record not adversely affecting the beneficial use and enjoyment of the Unit by Buyer or which may be affirmatively insured against forced removal, loss or damage by a national title insurance company without payment of an additional premium.

Seller may use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests.

Buyer acknowledges and agrees that Cross Street Condominiums is a portion of a larger master plan for the redevelopment of Scarborough Downs (the "Master Plan"). Buyer consents to such future development by Seller and its affiliated entities, including Crossroads Holdings LLC, in accordance with the Master Plan, and agrees not to oppose such future development, provided that Seller, and/or its affiliates, complies with its obligations to Buyer as set forth herein and that the development is undertaken in accordance with the Master Plan. In the event Buyer opposes such future development in violation of the terms of this Agreement, damages may not be an adequate remedy for the Seller, its successors and/or assigns, and its affiliates (the "Damaged Parties"), and therefore the Damaged Parties shall be entitled to an injunction prohibiting such persons from opposing such redevelopment.

10. Closing Date. Seller shall deliver the Deed to Buyer at the office of the Seller, or at such other place as may be agreed to by Seller and Buyer at a time to be designated by Seller with at least five (5) days prior written notice to Buyer (such time, as the same may be revised pursuant to the provisions of this Agreement being hereinafter referred to as the "Closing" or the "Closing Date"). The Closing Date shall occur on or after at Substantial Completion of the Unit, at which time the balance of the Purchase Price shall be due less the costs of agreed upon incomplete items. Substantial Completion means the Unit can be occupied and used for its intended purpose and that a certificate of occupancy or architect's certificate of substantial completion has been issued, even if other items remain incomplete.

11. Certificate of Substantial Completion or of Occupancy. A certificate or statement of substantial completion of the Building upon the Unit site executed by an architect, or a certificate of occupancy issued by the municipal inspector of buildings for the Town of Scarborough, Maine, as required by Section 1602-101(b) of the Act, shall be delivered by Seller to Buyer on or prior to the Closing Date and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. IF BUYER HAS ORDERED ANY EXTRA WORK TO THE UNIT, THE FAILURE OF SUCH EXTRA WORK TO BE COMPLETED BY THE CLOSING DATE SHALL NOT REQUIRE A POSTPONEMENT OF THE CLOSING DATE. Such Extra Work shall be completed by Seller as soon after the Closing Date as practical. Further, in the event that there are minor items in the Unit or items in or on the Common Elements described in the Declaration not

completed on the Closing Date, the same shall not constitute any objection by the Buyer to closing the purchase of the Unit, provided that the same do not materially interfere with Buyer's use of the Unit.

12. Inspection. Seller shall orally notify Buyer not less than five (5) days prior to the Closing Date that the Unit is ready for inspection. Upon receipt of such notice, Buyer shall promptly arrange for an appointment with a representative of Seller to make the inspection within such five (5) day period. Buyer shall specify on the final inspection form furnished to him by Seller, the form of which is attached hereto as Exhibit C and made a part hereof, any manner in which Buyer claims that the Unit does not conform to the requirements of this Agreement. Except as set forth in such final inspection form, acceptance of the Deed to the Unit by Buyer shall be deemed to constitute full acceptance of the Unit by Buyer. Failure of Buyer to arrange or keep the appointment shall constitute full acceptance of the Unit by Buyer.

13. Possession. On the Closing Date, Seller shall deliver full possession of the Unit free and clear of all tenants and occupants, the Unit to be then ready for occupancy in accordance with the description in the Declaration and this Agreement; provided, however, that Seller shall not be obligated to deliver such possession unless Buyer has fully complied with the terms of this Agreement.

14. Delays and Extension of Closing. If Seller is delayed in completing construction of the Unit or any other portion of the improvements at the Condominium due to causes beyond Seller's reasonable control, including but not limited to, acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, unavailability of labor or materials, damaged or stolen materials, add-ons or changes from Buyer, loss or damages fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature, restrictive governmental regulations or other acts of government agencies asserting jurisdiction over the Condominium, then Seller may postpone the Closing Date to a date within six (6) months after the Estimated Closing Date by written notice to Buyer on or before such later date, provided, however, that such date may be no later than two (2) years from the date of this Agreement.

Even if due to Seller's alleged negligence or fault, Buyer agrees that Seller is not responsible for delays due to such circumstances. Regardless of the source of delay, Seller shall have no responsibility for Buyer's interest rate increases if the construction time exceeds Buyer's lock in interest rate deadline or for the costs of any replacement housing pending Closing.

15. Extension to Perfect Title; Special Title Insurance Rate. Buyer shall give Seller notice, not less than ten (10) days prior to the original Closing Date, designating all defects in title existing at the time of such notice, and all defects not so designated shall be deemed to have been waived. If Seller is unable on the Closing Date (as it may be extended under the provisions of set forth above and of this Paragraph) to give title or to make conveyance or to deliver possession of the Unit as herein provided, or if on the Closing Date (as it may be extended) the Unit does not substantially conform to provisions of this Agreement, then all deposits shall be refunded to Buyer with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless Seller elects to use reasonable efforts to remove any defects in title. or to deliver possession as herein provided, or to make the Unit substantially conform to the provisions of this Agreement, as the case may be, in which event Seller shall give notice of such election to Buyer on or before the Closing Date (as it may be extended), and thereupon the Closing Date shall be extended for a period of sixty (60) days, provided, however, that such date may be no later than two (2) years from the date of this Agreement. If at the expiration of the extended time Seller shall have failed to remove the defects in title or deliver possession, or to make the Unit substantially conform, as the case may be, as herein provided, then the deposit shall be promptly refunded to Buyer, with interest, and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, provided

that if the Declaration shall have been recorded, Buyer shall have the election, at either the original or extended Closing Date, to accept such title as Seller shall convey. Seller shall not be under any obligations to attempt to cure by litigation or otherwise any defect which may be found to exist in the title to the Unit or to remove any encumbrance upon the title to the Unit not voluntarily placed thereon by the Seller or to correct any violations of subdivision, plat, or building regulations or restrictions.

A special reduced rate of title insurance of \$2.00 per thousand, plus \$50 for any simultaneous loan policy up to the amount of the owner's policy, plus \$25 for the ALTA 4.1 Condominium Endorsement is available to the purchaser of the unit provided that they purchase a Chicago Title Insurance Company owner's title insurance policy through Jensen Baird Gardner & Henry at the time of closing.

16. Agreement Subject to Mortgages. All terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred, pursuant to the terms thereof or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Buyer. Seller shall at its option satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage at or prior to the Closing Date. The existence of the mortgages encumbering the Condominium other than the Unit and its undivided interest in the Common Elements shall not constitute an objection to title or in any way excuse Buyer from completing payment of the purchase price or performing all his other obligations hereunder or be the basis for any claim against, or liability of, Seller, provided that the mortgagees of any such mortgages have appropriately consented to the Declaration, and the Unit and its undivided interest in the Common Elements are released from the lien of such mortgages at or prior to the Closing Date.

17. Buyer's Default. In the event Buyer fails to close the purchase of the Unit in accordance with the provisions of this Agreement, Seller may exercise all of its legal rights and remedies, or may terminate this Agreement and retain the Deposit in full satisfaction of all claims against Buyer.

18. Risk of Loss and Insurance. By execution of this Agreement, Buyer does not acquire any equitable ownership of or title to the Unit. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer at Closing. Until the delivery of the Deed, Seller (or Cross Street Condominium Association, if appropriate) shall maintain fire and extended coverage insurance on the Unit as now in force.

19. Establishment of Condominium. If it has not already done so, Seller shall, prior to conveyance of the Unit, record the Declaration, Plats and Plans and all other documents required to establish a valid condominium under the Act and to include the Unit within that condominium.

20. Furnishings and Models. Furniture, wall coverings, furnishings or the like as shown in or about any model unit are for display purposes only and are not considered a part of such unit for the purposes of this Agreement. Further, the location of wall switches, thermostats, chases, plumbing and electrical outlets and similar items may vary from unit to unit and may not be as shown in any model unit. Any floor plans, sketches or sales drawings shown to Buyer other than those which are a part of the Public Offering Statement are for display purposes only and may not be exactly duplicated.

21. Warranties: Statute of Limitation. Seller warrants the Unit against structural defects (as defined in Section 1604-1 133(b) of the Act) for two (2) years after Buyer enters into possession, and each of the Common Elements constructed by Seller for two (2) years after the time the such Common Element component was substantially completed by Seller or, if later, (i) as to a Common Element which may be added to the Condominium or portion thereof by Seller, for two (2) years after the time the first unit

therein is conveyed, or (ii) as to a Common Element constructed by Seller within any other portion of the Condominium, for two (2) years after the time the first unit in the condominium is conveyed. Seller warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. All such warranties and Buyer's rights and remedies thereunder are more fully set forth in the Limited Warranty Certificate attached as a schedule to the Public Offering Statement received by Buyer. At Closing Seller will deliver to Buyer a copy of the Limited Warranty Certificate for the Unit executed by Seller, and Buyer agrees to execute the Limited Warranty Certificate at Closing. Seller will deliver to Buyer at Closing any manufacturers' warranties covering any fixtures or equipment in the Unit except insofar as the same may be Common Elements.

Buyer agrees to execute by separate instrument on or prior to the Closing Date and the delivery of the Deed an agreement to reduce, as permitted by Section 1604-115(a) of the Act, the statutory six-year limitation period for all warranties to two (2) years.

All warranties **exclude**: normal movement of wood, shrinkage, expansion, warping, normal sheetrock and concrete stress cracks, natural characteristics of wood (including floors), paint smudges, chipping, the lawn and driveway; damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items installed by Buyer or anyone else except Seller or Seller's subcontractors engaged by Seller; and excludes consequential or incidental damages (Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to Buyer.). Seller is not responsible for Buyer's allergies, asthma, or other respiratory ailments that may be affected by a newly constructed house.

22. ENERGY STANDARDS. The Maine Uniform Building Code Energy Code (10 M.R.S.A. Section 9721) establishes mandatory energy efficiency building standards for residential construction. The work covered by this agreement meets or exceeds those standards.

23. Construction Site. Buyer agrees not to enter upon the Condominium during the term of this Agreement without being accompanied by a representative of Seller. Further, Buyer will not attempt to store any personal belongings or other property at the Unit or the Common Elements during the term of this Agreement.

24. No Oral Representations/Modifications. NO ORAL WARRANTIES, REPRESENTATIONS, STATEMENTS, MODIFICATIONS OR PROMISES SHALL BE CONSIDERED A PART OF THIS AGREEMENT OR BINDING UPON ANY PARTY HERETO, UNLESS SET FORTH IN A WRITTEN DOCUMENT SIGNED BY BUYER AND SELLER. Such information as may have been, or may hereafter be, furnished to Buyer concerning mortgage financing, operating expenses of the Condominium and the real estate taxes for individual Units is thought to be reliable but Seller does not warrant the accuracy of projections or expectations. Seller has no way of assuring what valuation or tax rate will be imposed in the future.

25. Seller Modifications. Seller reserves the right to modify the Declaration, the Bylaws, the Plats and Plans and any other Condominium Document as may be required by law, a title insurance company, the Seller's present or future lender(s), or at Seller's discretion, provided that no such modification shall (i) increase the purchase price of the Unit; (ii) reduce the obligations of Seller for Common Expenses on unsold Units; or (iii) reduce the size of the Unit. The dimensions, sizes and location of interior partitions in the Units and the location of the Unit in relation to other Units, buildings, improvements and other portions of the Common Elements and facilities as reflected in the Declaration and the Plats and Plans are approximate, and the same may vary. Buyer acknowledges and agrees that

minor variances are acceptable to Buyer, and such minor variances shall not constitute grounds for any action for rescission, damages or diminution of the purchase price. Seller may substitute other materials, methods or manufactured products as Seller may deem proper, provided however, that the quality of any such substituted items is equal to or superior to those specified in the attached floor plans and standard features.

26. Brokerage. Buyer represents and warrants that no real estate commission is due to any person except the broker(s) listed in the Basic Terms of Sale, and that Buyer shall indemnify and hold Seller harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of such claims, arising out of or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with Buyer.

27. Merger, Acceptance of Deed. This Agreement, together with the Declaration and Public Offering Statement, supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them. Buyer represents he has relied only upon the warranties and representations set forth in this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement and the Limited Warranty Certificate referred to herein. The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms of this Agreement, the Declaration, the Plats and Plans, the Public Offering Statement or the Limited Warranty Certificate, to survive, or to be performed after, the delivery of the Deed.

28. Assignment. This Agreement is personal to Buyer. Buyer may not assign this Agreement. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Buyer to terminate this Agreement or give rise to any claim for damages against Seller. Seller may assign its rights hereunder and, if such assignment shall be in favor of a lender of Seller for collateral purposes, Buyer's rights hereunder shall, at the option of such lender, be subject and subordinate to the rights of such lender. Upon foreclosure or acceptance of a deed in lieu thereof, such lender may terminate this Agreement, whereupon the deposits with interest shall be returned to Buyer, and Seller, such lender and Buyer shall be released from all further liability or obligation hereunder.

29. Notices. All notices to be given hereunder shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the address given above, or at such other address as either party may hereafter designate to the other in writing.

30. Compliance with Declaration. Buyer agrees to restrict the occupancy of the Unit in accordance with the use and occupancy restrictions as set forth in the Declaration, Bylaws and Rules and Regulations and to otherwise be bound in all respects by the provisions and restrictions thereof.

31. Confidentiality. Buyer agrees to keep all discussions and negotiations with Seller, which shall include, without limitation, the terms of this Agreement, and all information obtained by or provided to Buyer regarding the Property, in strict confidence and shall not disclose the same except to Buyer's attorneys or professional advisors who are actively and directly participating in the transaction, each of whom will be informed by Buyer of the confidential nature of this transaction and all discussions, negotiations and terms thereof, be provided with a copy of this provision, and agree to observe the same terms and conditions set forth herein as if specifically named a party hereto.

32. Miscellaneous.

- (a) Subject to the assignment restrictions set forth above, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- (b) This Agreement shall not be altered, modified or amended except by an instrument in writing executed by Seller and Buyer.
- (c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- (d) The obligations of Buyer, if more than one, under this Agreement shall be joint and several.
- (e) The invalidity of any provisions of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws in effect in the State of Maine and shall for all purposes be deemed wholly executed and performed within the State of Maine.
- (g) All paragraph headings in this Agreement are for convenience only and are not legally binding.
- (h) The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular or the plural number and jointly and severally, individual firms, or corporations.

Home Construction & Repair: Maine Attorney General Home Construction Warning

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

Contractors Are Not Licensed - Owner Beware!

While there are a great many competent, ethical home contractors in Maine, it is up to you, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Owner Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year. Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to www.maine.gov/plr/.

1. When hiring a contractor, we recommend that you Seek referrals and keep good notes. The best source of references may be: Friends, co-workers, independent trade contractors, engineers, family, building material suppliers, neighbors, architects, home inspectors, local lenders, banks and contractor's existing customers

• When meeting with a builder, be sure to ask for:

- ☐ Number of years in business
- ☐ Permanent business location
- ☐ Proof of general liability insurance
- ☐ Professional affiliations
- ☐ Educational designations
- ☐ List of last 5 customers
- ☐ Proof of workers' compensation insurance for employees and liability insurance

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

Building Codes.

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

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in [Chapter 18 of the](#) Maine Attorney General's Consumer Law Guide.

Be Careful with Construction Loans

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

Home Contractor Complaints Received by the Attorney General

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

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free [Adobe Reader](#) :

- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Judgment \(PDF\)](#)
- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Complaint \(Word\)](#)
- [In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance \(Word\)](#)
- [State of Maine v. Joel David Poirier: Complaint \(Word\)](#)
- [State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgment by Default \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgment \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint \(PDF\)](#)
- [State of Maine v. CBS Enterprises \(PDF\)](#) (Kimberly Mark Smith and David J. Blais),
- [Default Judgment in CBS Enterprises \(PDF\)](#),
- [State of Maine v. Frederic Weinschenk \(PDF\)](#) d/b/a Ric Weinschenk Builders, Inc.,
- [State of Maine v. Stephen Lunt \(PDF\)](#) d/b/a Lakeview Builders, Inc.,
- [State of Maine v. Albert H. Giandrea \(PDF\)](#) d/b/a AG's Home Quality Improvements, Inc.,
- [State of Maine v. Al Verdone \(PDF\)](#),
- [State of Maine v. Mikal W. Tuttle \(PDF\)](#), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- [State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction \(PDF\)](#)

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

Your Home Construction Rights

[Chapter 17 of the](#) Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. [Chapter 18 of the](#) Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.

CROSS STREET CONDOMINIUM
EXHIBIT A
FLOOR PLAN AND FEATURES

[see separate sheet for Buyer's selection of standard colors and finishes,
which must be completed within 30 days of the Agreement]

CROSS STREET CONDOMINIUM
EXHIBIT B

OPTIONS ADDED OR MODIFICATIONS OR ALTERATIONS MADE PER REQUEST OF
BUYER ("EXTRA WORK")

*Note: IF WORK IS NOT SPECIFIED IN THE AGREEMENT, THEN IT IS NOT INCLUDED IN THE
SALE.*

CROSS STREET CONDOMINIUM
EXHIBIT C
FINAL INSPECTION FORM

Purchaser(s) _____

Unit Number: _____

Car Port Unit Number: _____

Storage Unit Number: _____

Inspection Conducted By: _____ Date: _____, 202__

Listed below are all of the defects discovered to date in my (our) Unit:

Date: _____, 202__ _____, Buyer

Declarant agrees to correct in a workmanlike manner the items listed above, except as noted.

CROSS STREET CONDOMINIUMS LLC

Date _____, 202__

By: _____
Its Manager

I (we) acknowledge that the above items have been completed in a workmanlike manner.

Date: _____, 202__.

_____, Buyer

Exhibit 3 – Town Center Declaration

AFTER RECORDING RETURN TO:
 Nicholas J. Merrill, Esq.
 Jensen Road
 10 Free St., P.O. Box 4510
 Portland, Maine 04112-4510

DECLARATION OF COVENANTS THE DOWNS – TOWN CENTER DISTRICT SUBDIVISION

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Prepared by: Nicholas J. Merrill, Esq.
Jensen Lund
Ten Free Street, P.O. Box 4510
Portland, Maine 04112-4510

**DECLARATION OF COVENANTS
THE DOWNS – TOWN CENTER DISTRICT SUBDIVISION**

THIS DECLARATION OF COVENANTS dated as of December 15, 2023 is made by **CROSSROADS HOLDINGS LLC**, a Maine limited liability company with a place of business at 175 Scarborough Downs Road, Suite 113, Scarborough, Maine, and having a mailing address of P.O. Box 485, Scarborough, Maine 04070 (the "Declarant").

WITNESSETH

WHEREAS, the Declarant desires to create a subdivision from portions of the Declarant's land described in (a) a Quitclaim Deed with Covenant from Davvic Maine Corporation to Crossroads Holdings LLC, dated January 3, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34573, Page 150; and (b) a Quitclaim Deed with Covenant from Dongle LLC, dated March 15, 2022 and recorded in the Cumberland County Registry of Deeds in Book 39264, Page 160, which will initially consist of seven (7) lots, numbered 1, 2, 3, 4, 5, 6 and 7 (the "Lots"), plus the Open Space, a Storm Water Management Area, Common Easements, and the Roads as defined herein, all being more particularly delineated on a subdivision plan titled "Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine," made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 7, [2]023, and recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 299 (the "Subdivision Plan"), thereby creating "The Downs – Town Center District Development" as depicted on the Subdivision Plan (collectively the "Property"); and

WHEREAS, the Declarant owns, or may in the future own, certain other land located in the Town of Scarborough, Maine, which may be subsequently submitted to this Declaration, and upon submission will become part of the Property; and

WHEREAS, the Declarant desires to allow for the use, benefit and enjoyment of the Lots, the Open Space, the Stormwater Management Area, the Common Easements, and the Roads in accordance with a harmonious plan, consistent with the approvals, land use and zoning ordinances of the Town of Scarborough and the requirements of the State of Maine, and to this end desires that the Property shall be subjected to certain restrictions, reservations, covenants and easements as hereinafter set forth.

NOW THEREFORE, the Declarant HEREBY COVENANTS AND AGREES that (i) the Property described herein, and rights appurtenant thereto, and (ii) any additional real estate which may be subsequently subjected, from time to time, to this Declaration as additional Property pursuant to a recorded supplement to this Declaration signed by the Declarant, are and shall be held, occupied, used, sold, conveyed and leased subject to and with the benefits of the perpetual easements, restrictions, reservations, and covenants set forth in this Declaration, which Declaration shall inure to the benefit of and be binding upon the Declarant, its successors, and assigns, and the owners of the Property or any part thereof, their respective heirs, successors and assigns and which shall run with the title to the Property, and be binding

on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Declarant, each Lot Owner, The Downs – Town Center District Association. This Declaration does not create a condominium, but certain portions of the Property may be subsequently subjected to the Maine Condominium Act, 33 M.R.S. Section 1601-101 et seq., pursuant to a separate, recorded declaration of condominium.

ARTICLE I. DEFINITIONS

“Association” shall mean the “The Downs – Town Center District Association,” a Maine nonprofit corporation.

“Central Square and Pavilion” shall mean the central square, pavilion and designated parking spaces which may be located on Lot 3 to be used for private and public space events and gatherings programmed exclusively and/or authorized solely by the Declarant in the heart of The Downs, which the Declarant reserves the right but not the obligation to construct.

“Common Areas” shall mean the Roads, sidewalks, esplanades, improvements, infrastructure, common utilities, Common Easements and associated improvements, Stormwater Management Areas, Stormwater Facilities, Open Space, outdoor parks and recreational facilities, playgrounds, and personal property now or hereafter designated by the Declarant as Common Areas, which the Association now or hereafter manages, owns, holds an easement or license over, operates or otherwise holds for the use and enjoyment of the Owners. The Common Areas may be expanded, altered and relocated from time to time by the Declarant, or by the Association after the expiration of the Declarant Control Period, all subject to applicable approvals under the Governmental Requirements. The Declarant reserves the right to convey the fee title to the Roads and Infrastructure to the Town or to public utility companies or districts, or to any master umbrella association governing the entirety of The Downs.

“Building(s)” shall mean a roofed and walled structure built for permanent residential or non-residential use.

“Common Easements” shall have the meaning set forth in Sections 3.1, 3.2, 3.3, and 3.4.

“Retention Stormwater Facilities” shall mean the stormwater management systems to be installed in, on or under the Common Areas, Roads and Stormwater Management Areas, as such systems are approved by the Town and applicable State of Maine agencies or departments from time to time in connection with the development of the Lots.

“Declarant” shall mean and refer to Crossroads Holdings LLC, a Maine limited liability company, its successors and assigns, provided that in order to transfer the Declarant’s rights hereunder as a part of the transfer to such successor or assignee, (i) the Declarant must expressly transfer to such party Declarant’s rights hereunder, (ii) such assignee signs the

instrument of transfer indicating its acceptance of the Declarant's rights, and (iii) such instrument is recorded in the Cumberland County Registry of Deeds.

"Declaration" shall mean and refer to this Declaration of Covenants applicable to the Property and as recorded in the Cumberland County Registry of Deeds, as the same shall be amended or supplemented from time to time.

"Governmental Requirements" shall mean the terms of the permits and approvals received from the Town, the State of Maine and the United States for the development of the Property and the requirements of accompanying applicable ordinances, laws, rules and regulations, or any contract zone approved by the Town.

"Lots" shall initially mean and refer to those lots identified in the first "Whereas" clause which are part of the Property (each singularly, a "Lot"), but the Lots do not include the Open Space, Stormwater Management Area, or Roads.

"Lot Stormwater Facilities" shall mean the stormwater management systems as may be installed in, on or under each Lot, as approved by the Town and applicable State of Maine agencies or departments from time to time in connection with the development of each Lot.

"Lot Owner" or "Lot Owners" shall mean and refer to the record owner or owners; whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation.

"Open Space" shall mean the Open Space and Common Areas shown on the Subdivision Plan, which shall be used in compliance with Section 2.3(F) below. So long as the Declarant owns the Open Space, the Declarant reserves the right to relocate, reduce, expand, alter and amend the location of the Open Space, subject to compliance with the Governmental Requirements.

"Property" shall mean and refer to the Lots, together with the buildings and improvements thereon, the Open Space, Common Areas, Stormwater Management Area, Common Easements, Roads, and all easements, right and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, and together with such additional real property as may be added to the Property, from time to time, by the Declarant, in whole or in part by recording a Supplemental Declaration.

"Roads" shall have the meaning set forth in Section 3.1.

"Sewer Pump Station" shall mean the sewer pump station and related infrastructure located, or to be located, on Lot 5 as shown on the Subdivision Plan.

"Stormwater Management Area" shall mean the Stormwater Management Areas shown on the Subdivision Plan, as such stormwater management areas may approved by the Town and

applicable State of Maine agencies or departments from time to time in connection with the development of the Lots.

"Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground, including without limitation, Buildings, parking garages (including above and below-ground), bridges, stadiums, fences, pavement, lighting, mail boxes, stormwater and drainage improvements, signs or improvements.

"Subdivision Plan" shall have the meaning set forth in the preamble to this Declaration, as it may be amended or supplemented by the Declarant in accordance with this Declaration with the approval of the Town, and subject to the Declarant's right to add other real property to the Property pursuant to a Supplemental Declaration.

"Supplemental Declaration" shall mean an amendment or supplement to this Declaration which imposes, expressly or by reference, additional restrictions and obligations on the Property described herein, or which subjects additional real property to this Declaration, as it may be amended from time to time.

"Town" shall mean the Town of Scarborough, Maine.

Capitalized words used herein are as defined in this Declaration or if lacking specific definition, shall be defined in accordance with the Land Use and Zoning Ordinances of the Town and other Governmental Requirements.

ARTICLE II. GENERAL RESTRICTIONS

Each Lot shall be subject to the following covenants, obligations and restrictions, which covenants and restrictions shall run with the land:

Section 2.1 Further Alterations. No Lot may be further divided, except with the prior written approval of the Declarant, and the Town. The common boundary lines of abutting Lots may be altered, subject to the approval of the Town. The Declarant, however, expressly reserves the right to unilaterally subdivide, relocate and alter any Lot owned by the Declarant, or any successor Declarant. Any such subdivision, relocation, or boundary line change, shall be in compliance of the applicable Governmental Requirements.

Section 2.2 Permitted Improvements and Design.

A. Structures. There shall be no restriction on the types of Structures erected and maintained on any Lot, except that they shall be permitted by the Town under its Land Use and Zoning Ordinances, and Governmental Requirements.

B. Building Envelope. All Buildings shall be within the applicable "building envelope" established by the setback and zoning requirements of the Town.

C. Utilities and Sewer; Sewer Pump Station. The Declarant shall install the Sewer Pump Station required by the Town to service the Lots. The Association shall maintain and repair the Sewer Pump Station at the expense of the Lot Owners as allocated pursuant to Section 4.4. All Buildings shall be connected to public water and sewer, unless otherwise expressly permitted by the Declarant and Town of Scarborough. All exterior utility lines, including cable, shall be underground, except for the overhead electrical lines and extending from the southerly side of the Property and connecting to two above-ground utility poles, one being located on Lot 5, and the other just North of Lot 5.

D. Foundation or Slab. Each Building shall be supported by a solid perimeter concrete foundation, or concrete slab.

E. Driveways. All driveways and storage areas will be surfaced with asphalt, pavers, brick, or other hard surfacing material.

F. Completion. Upon commencement of construction of any Structure or improvements on a Lot, the construction must be prosecuted diligently to completion. In any event the construction of the Structure or improvements, landscaping, grading, seeding, driveway and other exterior construction work must be carried on with due diligence and completed in any event in less than two (2) years from the date the work is commenced.

G. Certificate of Occupancy. Prior to occupancy, each Building shall receive a certificate of occupancy from the Town and be connected to approved public water and sewer connections conforming to Town and any and all State of Maine requirements.

H. Common Stormwater Facilities/Drainage. The Declarant shall install the Common Stormwater Facilities required by the Town to service the Roads and other portions of the Property. The Association shall maintain and repair the Common Stormwater Facilities at the expense of the Lot Owners as allocated pursuant to Section 4.4. Each Lot Owner shall be responsible for the sole cost and expense of maintaining and repairing the Lot Stormwater Facilities that serve its respective Lot and is hereby subject to an easement in favor of the Association and the Town to inspect such Lot Stormwater Facilities from time to time. If at any time a Lot Owner fails to properly maintain and repair its respective Lot Stormwater Facilities, the Association and/or the Town may maintain and repair such Lot Stormwater Facilities at the expense of the Lot Owner as further described herein.

I. Surface Water. Each Lot Owner shall keep its respective Lot Stormwater Facilities, including but not limited to, drains, ditches or culverts, detention basins and swales, open and clean of debris and litter. Each Lot owner shall avoid interfering with the course of surface water or subsurface piping by altering its intended flow to the Stormwater Facilities, except as approved by the Town.

J. Restoration. Any Structure on a Lot which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must either be rebuilt or all debris removed and the affected portion of the Lot restored to its natural condition within a reasonable time, but, in any

event, not to exceed eighteen (18) months, excluding the winter months between November 1st and April 15th.

K. Design Approval. Prior to commencement of construction of any Structure by any person, the Declarant shall be provided with the following design materials: Plans showing the location on the Lot and the design, exterior appearance, materials and colors of all Buildings and Structures, driveways, drive aisles, parking and paved areas, landscaping, walkways, fences, decks or patios, finish floor elevations of all Structures, and proposed Lot grades and contours to provide for adequate storm water runoff (including compliance with the SLODA Order).

Declarant shall approve such plans provided that the Declarant determines in its judgment that the plans conform to this Declaration and the Declarant reasonably determines that the proposed improvements will not be detrimental to the Property. Declarant may disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants. Rejection by Declarant of plans may be based upon any grounds, including purely aesthetic conditions which in the sole and uncontrolled discretion of Declarant shall seem sufficient. Approval shall not relieve the Owner of any review or permit requirement under applicable law. The reviewing party shall not be liable to any person for damages related to approval or rejection of such plan, including the person who submitted the plans for approval or any other Lot owner. Declarant may elect to assign its rights and responsibilities hereunder to the Association by a written document recorded in the Cumberland County Registry of Deeds.

Construction of improvements and Structures shall be strictly in conformity with such approved plans. Approval of said plans does not relieve the Owners and/or building contractor of their responsibility to ensure that the grading of the Lot does not cause any standing water or erosion problems on that Lot or any other Lot or other portions of the Property.

The Declarant and Association may adopt reasonable Rules and Regulations further implementing, supplementing and interpreting this Section

Section 2.3 Use; Occupancy; Restriction on Use

A. Uses. The Lots may be used for any purposes that are permitted by the Town under its Land Use and Zoning Ordinances, and Governmental Requirements; provide however, notwithstanding the foregoing or any contrary provision herein, no portion of the Property shall be used for any Prohibited Use as defined in subsection H below. Utility lines may be operated for public utility purposes. For rent and for sale signs are expressly permitted.

B. Lot Owner Maintenance Responsibilities. Each Lot Owner shall maintain its Lot, the Structures, Lot Stormwater Facilities, driveways, parking areas and other improvements comprising the Lot in good condition and repair, in an attractive condition and in accordance with this Declaration, and in a manner consistent with Governmental Requirements and this Declaration.

C. No Unsightliness. No unsightliness shall be permitted upon the Property or any portion thereof. Without limiting the generality of the foregoing, any unsightly structures, facilities, vehicles, equipment, tools, objects, construction equipment, construction materials or conditions shall be enclosed within an approved building or appropriately screened from view, except when in actual use for operation, maintenance or repairs; and refuse, garbage or trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view.

D. Wetlands; No-Disturb Forested Buffers. No filling is permitted on those portions of the Lots, Open Space and Stormwater Management Areas, occupied by wetlands as shown on the Subdivision Plan, except if expressly permitted by the Maine Department of Environmental Protection ("Maine DEP"), and the United States Army Corps of Engineers.

E. Site Location of Development Act and Stormwater Management Obligations. The Property is subject to the terms and conditions, as may be amended, of the Town of Scarborough's Post-Construction Stormwater Infrastructure Management Ordinance (the "Stormwater Ordinance"), Maintenance Agreement(s) for Stormwater Management Facilities by and between the Declarant and Town of Scarborough recorded or to be recorded in the Cumberland County Registry of Deeds (each a "Stormwater Maintenance Agreement"), the Maine Department of Environmental Protection Site Location of Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and the Maine Department of Environmental Protection Site Location of Development Act Freshwater Wetland Alteration Water Quality Findings of Fact and Order, Approvals L-27956-MX-R-N and L-27956-TG-L-N, dated December 23, 2020, and recorded in said Registry of Deeds in Book 37669, Page 89, and (collectively, the "SLODA Order"). Each Lot Owner is responsible for all applicable obligations that relate to its respective Lot. The Declarant is responsible for all applicable obligations for all other areas of the Property, excluding the Lots, except to the extent any such Lots are owned by the Declarant.

Without limiting the foregoing, the post-construction reporting obligations attached hereto as Exhibit A, as may be amended by regulatory action, are incorporated herein by reference (the "Post-Construction Stormwater Certification"), which shall be initially implemented for the Common Stormwater Facilities and carried out by the Declarant, until the Declarant transfers responsibility of the stormwater maintenance obligations to the Association following the Declarant's assignment of such responsibilities to the Association upon the expiration of the Declarant Control Period. Applicable responsibility for the Lot Stormwater Facilities shall be the obligation of each Lot Owner as to the Lot Stormwater Facilities for its respective Lot. Such responsibilities include, without limitation, the submission of a storm water inspection and maintenance report to the Town annually in accordance with the Stormwater Ordinance and Stormwater Maintenance Agreement.

F. Open Space and Trails. The Declarant, Association, Lot Owners, their guests and invitees, shall hereby have a perpetual right and easement to use the Open Space shown on the Subdivision Plan, which such Open Space shall be left in its natural, vegetated state, and shall not be disturbed, except for (i) the installation, maintenance, repair and replacement of the

storm water and drainage improvements and facilities, ponds, pipes, culverts, outlets, inlets, trails (as described in Section 3.4 below), access roads and related improvements, solar arrays and related appurtenances, utilities, and any Structures permitted by the Declarant or the Association in accordance with the Subdivision Plan, or other plans now or hereafter approved by the Town, if required; and (ii) the stormwater maintenance obligations as provided for in the Stormwater Ordinance and Stormwater Maintenance Agreement; ~~provided, that, the use of Open Space A and Open Space B are subject to the terms and conditions of a conservation easement (the "Conservation Easement") described as the "Protected Property" in Items Nos. 13-7 and 13-8 in a Notice of Layout and Taking, dated April 21, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10980, Page 187, as affected by a Partial Release of Conservation Easement by the State of Maine, acting by and through its Department of Transportation to Crossroads Holdings LLC, dated June 10, 2021 and recorded in the Cumberland County Registry of Deeds in Book 38319, Page 254.~~

The Lot Owners, their respective guests and invitees, ~~right to use the Open Space, including the trails thereon, is subject to the right of the Declarant and/or the Association to create reasonable rules and regulations governing use of the same.~~

So long as the Declarant owns the Open Space, the Declarant reserves the right to relocate, reduce, expand, alter and amend the location of such Open Space, subject to compliance with the Governmental Requirements.

G. Drainage Easement Areas. The "drainage easement" areas, and the Open Space, as depicted on the Subdivision Plan, are hereby subject to perpetual easements in favor of the Declarant, Association, each Lot Owner and the Town for the purpose of installation, maintenance, repair and replacement of Common Stormwater Facilities or Lot Stormwater Facilities, as the case may be, the collection, diversion and flow of storm and surface waters, and the fulfilling the Stormwater management obligations provided for in the Stormwater Ordinance and Stormwater Maintenance Agreement.

H. Prohibited Uses. Neither the Declarant, nor any Lot Owner, shall engage in, nor permit any lessee or sublessee, to engage in, within the Property, any use that is expressly prohibited by (i) the Restrictive Covenants enumerated in Exhibit C to an Easement, Operations and Restriction Agreement by and between Crossroads Holdings LLC, and Costco Wholesale Corporation, dated December 15, 2022 and recorded in said Registry of Deeds in Book 39900, Page 34; or (ii) the Restrictive Use Agreement by and between Crossroads Holdings LLC and American House Scarborough LLC dated March 3, 2023, and recorded in the Cumberland County Registry of Deeds in Book 40011, Page 153, the terms of which are incorporated herein by reference (each a "Prohibited Use," or the "Prohibited Uses").

I. Transfers. In any voluntary conveyance of a Lot, it shall be the duty of the then Lot Owner to furnish the buyers with a copy of this Declaration.

ARTICLE III. ROAD, STORMWATER AND OTHER EASEMENTS

Section 3.1 Roads: Reserved Rights. The Declarant, the Association, and Lot Owners, for their respective use and that of their guests and invitees, are hereby granted a perpetual easement in common with others in certain roads located on the Property, and shown on the Subdivision Plan as Scarborough Downs Road, Market Street, and Cross Street (the "Roads").

The Roads initially do not include either "Potential Future 50' Right of Way," which extend in a northerly direction from Market Street over Lot 2 as shown on the Subdivision Plan (the "Potential Future Rights of Way"). The Declarant reserves the sole and exclusive right to (i) create, relocate, reduce, expand, alter, amend the location, layout and dimensions of the Potential Future Rights of Way, and to prior to the creation and construction of such Potential Future Rights of Way, to delete and/or remove the same, and (ii) upon creation of the Potential Future Rights of Way by the Declarant they shall be deemed to be "Roads," as defined herein. and the Declarant, the Association, and each of the Lots served by such Potential Future Rights of Way shall have a perpetual easement over, under and through the same, in common with other, for ingress and egress, for the installation, maintenance, repair and replacement of pavement, street improvements and utilities, for connection to utilities, for all customary uses of and improvements accessory to a public street.

The rights and easements herein conveyed are conveyed together with the sidewalks, crosswalks and bike lanes located within or immediately adjacent to said Roads, and together with the right to use such other roads and associated improvements that may be constructed from time to time, including, without limitation, the extension of Scarborough Downs Road and Cross Street, in compliance with, and as required by, the Declarant's Traffic Movement Permit issued by the Maine Department of Transportation, Reg. 01-000321-A-N, dated August 27, 2021 (the "TMP"), as may be amended.

All of the foregoing rights are for ingress and egress to and from the Lots, the Open Space, the Common Easements, Scarborough Downs Road, Market Street, Cross Street, U.S. Route One, Haggis Parkway and Payne Road, and for possible interconnectivity between the Roads and any way constructed on adjacent land(s) related to future developments, for the installation, maintenance, repair and replacement of pavement, street improvements and utilities, for connection to utilities, for parking in dedicated off-street parking spaces along the Roads, for all customary uses of and improvements accessory to a public street and to manage, and convey storm drainage as indicated on the Subdivision Plan for the benefit of the Roads, the Lots and all other land of the Declarant. In addition to the foregoing, the Town and the Public are hereby granted perpetual easement in common with others in the Roads for the foregoing purposes.

The Roads do not include roads or drives located on or serving the Lots, except as expressly set forth above. Declarant reserves the rights to alter the location of the Roads, Common Easements and related easements with the approval of the Town, if required by the Town.

Notwithstanding the foregoing or any contrary provision herein, the Declarant hereby reserves (a) the fee ownership to the Roads and Potential Future Rights of Way, including the right to convey utility and other sewer easements and associated easements to public utilities, (b) the right to convey the Roads and Potential Future Rights of Way to the Town for acceptance as public streets, and (c) the right to convey easements for, and construct, vertical pilings with horizontal tiebacks, anchors and other necessary infrastructure extending beneath the Roads and Potential Future Rights of Way that provide lateral earth and other support to adjacent Structures.

Section 3.2 Stormwater Easement Areas. The Common Stormwater Facilities and the Lot Stormwater Facilities, whether located on the Open Space, Stormwater Management Areas, the Lots, Roads, or other areas running along the Roads (including drainage easements located on the Open Space), are subject to perpetual easements in favor of the Declarant, the Association and the Lot Owners, and when so granted, for the benefit of the Town, for the purposes of (i) altering, grading and maintaining the surface of the earth, (ii) installing and maintaining stormwater and drainage improvements, including, without limitation, wet ponds, forested buffers, pipes, culverts, outlets, inlets, rip rap, soil filters, spillways, swales and access, (iii) the collection, diversion and flow of storm and surface waters depicted plans as may be approved by the Town's Planning Board and (iv) access on foot and with vehicles and equipment, all for the purposes of fulfilling the stormwater management obligations in accordance with the SLODA Order, Stormwater Ordinance and Stormwater Maintenance Agreement to the extent necessary and appropriate in order to properly maintain and operate the Common Stormwater Facilities and Lot Stormwater Facilities (hereinafter together, the "Stormwater Easements"). In the event that the Open Space shown on the Subdivision Plan is conveyed to the Scarborough Land Trust, or a similar conservation entity, such conveyance shall be subject to the Stormwater Easements granted herein.

The Common Stormwater Facilities and the Lot Stormwater Facilities shall be maintained in good condition and repair by the Declarant (until acceptance by the Association) and the Lot Owners, respectively, with each Lot Owner being responsible for its respective Lot Stormwater Facilities. Costs associated with the Common Stormwater Facilities shall be managed by the Declarant (until acceptance by the Association) and allocated in Section 4.4. Should the Town accept the Roads, it is anticipated that the costs associated with the Common Stormwater Facilities will continue to be the responsibility of the Declarant (until acceptance by the Association) even though the Town reserves the right to discharge stormwater into such facilities. Costs for the Lot Stormwater Facilities shall be the responsibility of each respective Lot Owner.

The Common Stormwater Facilities and the Lot Stormwater Facilities shall not be disturbed except for the installation, maintenance, repair and replacement of said stormwater and drainage improvements by the Declarant, the Association, the Lot Owners, and the Town in accordance with plans now or hereafter approved by the Town.

Section 3.3 Other Common Easements. The Property is hereby subject to the following easements, together with all other easements, notes and conditions set forth in or referred to in the Subdivision Plan or as described herein, which include without limitation the

following provisions, which shall be for the benefit of the Declarant, the Association, and each Lot Owner, and their respective successors, heirs, successors and assigns, unless otherwise specified:

- (a) **Ancillary Road Easement.** A ten (10) foot wide perpetual easement located on the Lots and Open Space adjoining the Roads, for location, use, maintenance, repair, and replacement of underground and/or above-ground electric including poles and transformers, water, sewer, fire hydrants, telephone, and cable TV service lines and appurtenances, sidewalks, esplanades, crosswalks, wayfinding and traffic signs, pedestrian and street lighting, bollards, beacons, kiosks, alteration of the surface of the earth, drainage improvements, and for grading, snowplowing of the Roads, sidewalks and off-street parking, and maintenance purposes and associated drainage and stormwater improvements, swales and appurtenances, for the benefit of the Declarant and all other Lots, the Association and when so granted to them, for the benefit of the Town and public utilities; and
- (b) **Drainage Easements.** Perpetual easements, for all purposes of a Stormwater Easement, as defined in Section 3.2 above, and for access on foot and with vehicles and equipment to the Open Space, the Common Stormwater Facilities, and any solar array and related appurtenances, such easements being more particularly shown on the Subdivision Plan or as described herein, for the benefit of the Declarant and the Association and when so granted to for the benefit of the Town and public utilities; and
- (c) **Sewer Pump Station.** The perpetual right and easement for the benefit of the Declarant, Association, Lot Owners to make connection with, and use, the Sewer Pump Station, sanitary sewer pipes and mains, with all necessary fixtures and appurtenances, for conveying and transmitting sanitary sewerage, wastewater and other liquids and substances, as well as the perpetual right and easement for the benefit of the Declarant and Association to repair, inspect, operate, maintain, rebuild and replace the Sewer Pump Station, sanitary sewer pipes and mains, with all necessary fixtures and appurtenances, and to pass and repass on foot and with vehicles, at any and all times, together with the right to enter, from time to time, Lot 5, and the areas immediately adjacent to Lot 5 including the Stormwater Management Area, in connection with or in exercising any of the foregoing rights.
- (d) **Trails.** The perpetual right and easement for the benefit of the Declarant, Association, Lot Owners, their respective guests and invitees, the Town for public benefit for use of the trails as may be depicted on the Subdivision Plan and described herein for the purposes more particularly described in Section 3.4 below; and
- (e) **Electrical.** A general easement for the sole purpose of placing and servicing electrical transformers and service lines to the respective Structures on

the Lots contained within the Property to the extent such items are not located within the utility and grading easement abutting the Roads; and

(f) **50' Wide Utility, Drainage and Access Easement.** A perpetual easement depicted as "50' Wide Utility, Drainage and Access Easement" on the Subdivision Plan, for the following purposes: (i) as a Stormwater Easement, as defined in Section 3.2 above, (ii) for ingress and egress, for the installation, maintenance, repair and replacement of pavement, street improvements and utilities, for connection to utilities, for all customary uses of and improvements accessory to a public street (but not including vehicular parking, except for the owner, its guests and invitees, of Lot 4); and (iii) for the construction of vertical pilings with horizontal tiebacks, anchors and other necessary infrastructure extending beneath such easement that provide lateral earth and other support to adjacent Structures.

Section 3.4 Proposed Trails. The Declarant hereby reserves the right, but not the obligation, to establish trails for the benefit of the Declarant, Association, Lot Owners, their guests and invitees, and the Town for the benefit of the public connecting the Lots and Open Space, and (a) a trail system located on the land now or formerly of M&R Holdings LLC, located to the South, and (b) a trail system which may be constructed on the land now or formerly of Crossroads Holdings LLC abutting the Property, at the risk of the users thereof, and including the right, but not the obligation, to construct, maintain, replace, relocate and repair trails in the locations as may be permitted by the Town, together with foot bridges, guard rails, bollards, retaining walls, signage including posts and mounting devices, and other similar appurtenances (collectively the "Trails") for use of the Trails by pedestrians, bicycles and similar non-motorized devices (however wheelchairs and any emergency vehicles operated by public authorities shall be permitted) for quiet, recreational purposes during daylight hours (sunrise to sunset), all subject, however, to such reasonable rules and regulations which the Declarant until the expiration of the Declarant Control Period, or the Association thereafter, may adopt from time to time to protect the such trails, for public safety, and to ensure the peaceful enjoyment of the Trails and the Lots, and further subject to the restrictions that absolutely no alcoholic beverages, narcotics or drugs may be brought onto trails, nor shall any fires be kindled, nor shall open flames or overnight camping be permitted.

All of the foregoing are collectively called the "Common Easements," even though any such individual easement may not be a "common" right of all Lot Owners, or the Town or general public, and the use of such term is not intended to imply or create a right in common unless expressly stated or granted as such herein.

Section 3.5 Declarant's Reserved Rights.

The Declarant reserves the right until the construction, marketing and sale of all Lots (including any units created as a result of any Lot being submitted to the provisions of the Maine Condominium Act, and any Units or Lots that are created as a result of the additional of land to the Property pursuant to subparagraph (f) below) (the "**Declarant Control Period**"), except that Declarant reserves certain rights for such longer periods of time as may be

expressly set forth below, to do or accomplish any of the matters set forth below in subparagraphs (a) through (i):

- (a) Subject to receipt of all applicable governmental approvals, to change the size, number, use and location of the Lots, Open Space, Stormwater Management Area, Common Areas, Roads, easements and other improvements, and to change the size, layout and location of any Lot or the easements for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default. The change or changes shall be effective upon the recording of an amendment to this Declaration and/or the filing of modified subdivision plan indicating the changes made;
- (b) Locate on the Property, even though not depicted on the Subdivision Plan or other plans referenced herein, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of, underground utility lines, wires, pipes, conduits, and facilities, including, but not limited to water, underground electric, underground telephone, drainage, stormwater and sewer;
- (c) Locate on the Property, even though not depicted on the Subdivision Plan or other plans referenced herein, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of vertical pilings with horizontal tiebacks, anchors and other necessary infrastructure extending beneath portions of the Property that provide lateral earth and other support to adjacent Structures;
- (d) Connect with and make use of the Sewer Pump Station, utility lines, wires, pipes and conduits located on the Properties for construction and sales purposes, provided that the Declarant shall be responsible for the cost of service so used;
- (e) Use the Open Space, Stormwater Management Area, Common Areas and Roads for ingress and egress and for the storage of construction materials and equipment used in the completion of construction of the improvements on the Common Easements and the Lots;
- (f) to operate and relocate construction, sales, leasing and management offices; to permit prospective purchasers, lenders, appraisers, tenants, and others to visit the offices and use the Open Space and Common Areas; and to use unsold Lots and Structures for construction, sales, leasing and display purposes;
- (g) to remove portions of the Property then owned by such Developer from the provisions of this Declaration or any Supplemental Declaration; provided, however, that withdrawal shall not be permitted with respect to Property conveyed to persons who are not a successor Declarant, and any such property may be subsequently resubmitted to this Declaration;
- (h) to enter into a Lot, Stormwater Management Area or Open Space to perform warranty-related work, whether for the benefit of the Lot or for any other Lot, Stormwater Management Area, Open Space, provided that reasonable notice of entry into any Lot shall be given except in an emergency;
- (i) Convey title to the (i) Open Space, Stormwater Management Area, Roads and Potential Future Rights of Way not accepted by the Town, to the Association, or any

master umbrella association governing The Downs to which the Association may, in the future, belong to, (ii) Roads and Potential Future Rights of Way to the Town, following the Town's acceptance of the same; and (iii) Open Space, or any portion thereof, to itself, or any affiliate entity, subject to the approval by the Town. The Declarant shall hold, and is hereby given, the power of attorney to accept delivery of the deed of the Open Space, Stormwater Management Areas, Roads not accepted by the Town, on behalf of the Association, and such acceptance by the Declarant shall vest title to the property conveyed in the Association;

- (j) Impose design restrictions in addition to those set forth in Section 2.2 above; and
- (k) Charge the Association and Lot Owners for their use and enjoyment of the Central Square and Pavilion based upon an annual budget established by the Declarant on an annual basis, the nonpayment of which may be enforced against the Association and Lot Owners in the same way as provided below in Section 4.4(d)-(f).

This Section shall not be amended without the consent of the Declarant.

Section 3.6 Phasing Additional Land Phases. The Declarant reserves the right, but not the obligation, for a period of fifty (50) years from the date of recording of this Declaration:

- (a) to add to the Property and this Declaration, additional land now or in the future owned by the Declarant, or any entity affiliated with Declarant, which land may be subsequently allocated by the Declarant, in whole or in part, as Lots, Open Space, Common Areas, Stormwater Management Areas, Roads, or for any other use not specifically mentioned herein, provided that it is permitted by the Town under its Land Use and Zoning Ordinances, and Governmental Requirements. Such additional land may be added to the Property in any number of land phases (each a "Land Phase"), as the Declarant shall determine, in its sole discretion. The Declarant may create and reserve additional rights and easements at the time of the addition of each Land Phase to the Property.

Upon the addition of each Land Phase to the Property, it shall be fully integrated as if this Declaration had been originally executed and recorded containing the Land Phase. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Lots shall apply to each Land Phase if so added, unless The Declarant expressly sets forth otherwise. All rights reserved by the Declarant, including the rights set forth in Section 3.5, shall apply to each Land Phase if so added to the Property.

- (b) To exercise any rights under this subparagraph, the Declarant shall prepare, execute and record an amendment to the Declaration, which shall, among other things, include evidence of any required amendments to the Governmental Approvals to the extent not previously recorded, and describe the Land Phase being added to the

Property. Such amendment shall become effective upon recording without the consent of any other person.

This Section shall not be amended without the consent of the Declarant.

Section 3.7 Use of Roads During Construction and for Maintenance and Repair.

Any use of the Roads within the Property for ingress and egress of vehicles transporting construction materials, equipment, and personnel employed in connection with any construction, maintenance or repair work and temporary storage of material and vehicles being utilized in connection with such work shall be subject to the following terms and provisions:

- (a) No construction, maintenance or repair work performed by a Lot Owner may result in damage or injury to the buildings or other improvements or property located on the other Lots, nor shall any such activities interfere with or interrupt the business operations conducted on the other Lots.
- (b) Each Lot Owner shall promptly repair and restore any and all improvements or other property on the other Lots which have been damaged or destroyed in the exercise of such rights, and the constructing Lot Owner shall indemnify, defend and hold the other Lot Owners harmless from and against all losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection with or arising out of such constructing Owner's exercise of its rights under this section.

ARTICLE IV. ASSOCIATION

Section 4.1 Creation and Purpose. The Declarant has organized a Maine nonprofit corporation known as "The Downs - Town Center District Association" (as above set forth herein and referred to as the "Association"), whose purpose shall include the ownership, maintenance, repair and replacement of the Roads, stormwater and drainage improvements and facilities, Open Space, Stormwater Management Area, Sewer Pump Station, and Common Easements, the maintenance, and the administration of this Declaration following the Declarant's assignment of such responsibilities to it following the expiration of the Declarant Control Period.

Section 4.2 Membership and Voting. The members of the Association shall consist exclusively of the Declarant, until the expiration of the Declarant Control Period, its successors and assigns, and all Lot Owners, provided that if any Lot is submitted to the provisions of the Maine Condominium Act, then the Condominium Association thereby legally created shall be the member of the Association on behalf of such Lot. Voting rights of the members are set forth in the Bylaws of the Association.

Each and every Lot Owner, in accepting a deed or contract for any Lot on the Property, agrees to and shall automatically become a member of the Association and be subject to and comply with this Declaration, the Bylaws, and Rules and Regulations of the Association, as amended from time to time.

Provided, however, that during the Declarant Control Period, the Board of Directors of the Association shall be composed of three (3) natural persons appointed by the Declarant. The term "Declarant Control Period" shall mean the period which extends from the date of recording of this Declaration until ninety (90) days after the conveyance of one hundred percent (100%) of the Lots (including any units created as a result of a Lot being submitted to the provisions of the Maine Condominium Act, and any Lots that are created as a result of the additional of land to the Property pursuant to Section 3.6 above), but excluding any conveyance to a successor Declarant, provided, however, that at its election the Declarant may terminate the Declarant Control Period at any time by recording a notice in the Cumberland County Registry of Deeds. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace, from time to time, any and all members of the Board of Directors and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Lot Owners.

Section 4.3 Powers and Responsibilities of the Association. The Association shall have the following powers, rights and responsibilities:

- (a) To take title to the Roads and Potential Future Rights of Way (if not accepted by the Town as contemplated herein), Open Space, Stormwater Management Area, Common Areas, Common Easements, and the storm water and drainage improvements and facilities when conveyed to it by Declarant;
- (b) Adopt and amend budgets for revenues, expenditures and reserves, and to collect Assessments for the maintenance, repair and replacement of, and plowing and removal of snow and debris from, the Roads and Potential Future Rights of Way (and any improvements located in the Roads and Potential Future Rights of Way or road right of way including signs, center islands, sidewalks, esplanades, crosswalks, street signs, pedestrian and street lighting, bollards, beacons, kiosks, landscaping and the like), trail, on-street and trail head parking (unless accepted as public streets by the Town), Common Easements, Open Space, and stormwater and drainage improvements and facilities (*but not the stormwater facilities that serve only one lot, which lot shall be solely responsible for the cost and expense of maintain and repairing the same*), fees and expenses allocated to the Association and each Lot Owner by the Declarant for the use and enjoyment of the Central Square and Pavilion, the administration and enforcement of this Declaration and such other purposes as may be approved by the members or as provided herein;
- (c) To maintain, repair and replace the Roads and Potential Future Rights of Way, Open Space, Stormwater Management Area, Sewer Pump Station, and Common Easements and to take all actions required or appropriate to comply with the Stormwater Ordinance, Stormwater Maintenance Agreement, SLODA Order and Post-Construction Stormwater Certification, including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;

- (d) To purchase and maintain liability insurance for property owned or maintained by the Association and activities conducted by the Association, and property insurance for property owned or leased by the Association;
- (e) To elect the Association's Directors, who shall elect such officers provided in the Bylaws;
- (f) To own or lease such property as may be necessary in order to carry out the purposes of the Association and to grant easements for utilities and public access across the Roads and Potential Future Rights of Way, Common Easements, Open Space, and Stormwater Management Area;
- (g) To accept an assignment of Declarant's rights and obligations hereunder, and exercise such rights and obligations;
- (h) Adopt and amend Bylaws and Rules and Regulations effective thirty (30) days after being hand delivered or mailed to each Lot Owner;
- (i) Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Lot owners on matters affecting the Property, and the Association shall be deemed to be the attorney-in-fact of each Lot owner for such purposes;
- (j) Make contracts for maintenance and incur liabilities;
- (k) Impose charges and interest for late payment of Assessments and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (l) Impose reasonable charges for the preparation and recording of amendments to the Declaration or statements of unpaid Assessments;
- (m) Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
- (n) Pledge, assign and grant a security interest covering special Assessments made for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Roads, Open Space, stormwater and drainage improvements and facilities, and other Common Easements;
- (o) Exercise any other powers conferred by Declaration or Bylaws; and
- (p) Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

Section 4.4 Costs and Assessments.

(a) Each Lot Owner (except the Declarant, which is exempt from the obligation to pay Assessments until the owners of Lots subject to this Declaration have assumed self-government of the Association) shall pay to the Association, or its authorized representative, its share of the annual budget of the Association (hereinafter the "Costs and Assessments") as such budget is reasonably determined by the Association's Board of Directors in accordance with the Association's Bylaws, and subject to the terms and conditions hereof. The Open Space and Stormwater Management Areas are not liable for the payment of Assessments.

The Costs and Assessments shall include the following costs:

- 1) To provide for the maintenance, snowplowing, sanding, sweeping, inspection, repair and replacement of the Roads (and any improvements located in the Roads or road right of way including signs, center islands, sidewalks, esplanades, crosswalks, street signs, pedestrian and street lighting, bollards, beacons, kiosks, landscaping and the like), Open Space, Stormwater Management Areas, Sewer Pump Station, Common Easements, and Stormwater and drainage improvements and facilities (*but not the stormwater facilities that serve only one Lot, which such Lot shall be solely responsible for the cost and expense of maintain and repairing the same*), and for the creation of reserves for the foregoing purposes until such time as the Roads are accepted by the Town as contemplated herein. For the avoidance of doubt, notwithstanding the Town's acceptance of a Road as a public road, the Association will continue to be responsible for (at the cost and expense of the Lot Owners) maintenance, snowplowing, sanding, sweeping, inspection, repair and replacement of certain improvements located in the Roads, or road rights of way, including center islands, sidewalks, esplanades, crosswalks, wayfinding and traffic signs, pedestrian and street lighting, bollards, beacons, kiosks, landscaping and the like.
- 2) To enforce this Declaration, the Bylaws and Rules and Regulations, either in the form as originally placed thereon or as subsequently modified; provided, however, that this right of enforcement shall not serve to prevent the right of any Lot Owner to enforce said restrictive covenants in the event they or any one of them elects to do so.
- 3) To preserve the Property and pick up and remove therefrom trash and rubbish of all kinds; and to do any and all other things necessary and desirable in the judgment of the officers of said Association to keep the Property clean and in good order.
- 4) To provide for the maintenance, repair, and replacement of the Common Areas, common stormwater and drainage improvements and facilities, mailboxes, identification, sidewalks, esplanades, crosswalks, wayfinding and traffic signs, pedestrian and street lighting, bollards, beacons, kiosks, guard rails, traffic islands, outdoor parks and recreational facilities, playgrounds, and all other facilities and for the creation of reserves for the foregoing purposes.

- 5) To provide for the costs of the Sewer Pump Station and related improvements and infrastructure, including but not limited to the maintenance, repair, and replacement of same until such time as the sewer system is transferred to a public entity.
- 6) To pay real estate taxes, to establish reserves, to administer the Association and enforce this Declaration.
- 7) To administer, observe and perform the Bylaws and exercise the powers of the Association thereunder.
- 8) Such other items as the Board of Directors of the Association may determine in their reasonable discretion.
- 9) To provide any other neighborhood services not provided by local governmental authorities.
- 10) To carry hazard, and general liability insurance coverage on the Roads and/or any Common Easements or other property owned, maintained or repaired by the Association to provide directors and officers insurance and to indemnify the Association's officers and directors.
- 11) To provide for the maintenance, repair and improvements to the Common Areas and Trails in Section 2.3 F.

(b) The Board of Directors of the Association shall estimate for each year the total amount required for such purposes, which may include without limitation reasonable reserves and contingency funds, and shall levy an annual Assessment against the Lots. The Declarant (or the Association, at the Declarant's election) will initially determine the "Assessment year," whether calendar year or otherwise, for the purposes of such Assessments. The Board may make such supplementary Assessments as it determines necessary.

Until the later of fifty (50) years from the sale of the first Lot or until the owners of Lots subject to this Declaration have assumed self-government of the Association, the Declarant may elect to charge owners for their proportionate share of the Assessments and may pay the expenses of the Association directly. The Declarant may contribute goods and services in kind for the benefit of the Association, which shall be credited to its obligation to pay Assessments.

(c) In the event any Lot Owner fails to pay any Assessment within thirty (30) days following notice to such owner of such Assessment or the scheduled due date thereof if later, then such Assessment shall become delinquent and shall bear interest at the rate of eighteen percent (18%) per annum from the due date thereof to the date the payment is made.

(d) The Association shall automatically have a lien on each Lot to secure payment of Assessments and the costs and expenses of enforcing this Declaration, the Bylaws and Rules and Regulations of the Association, together with 18% per annum interest thereon and costs of collection and enforcement, including without limitation attorney's fees and expenses from

the time the Assessment comes due. The recording of this Declaration constitutes record notice of the lien, which lien may be foreclosed in a like manner as a mortgage on real estate, but which lien shall be subject to any first mortgage held by an Eligible Mortgage Holder recorded before the Assessments, costs and expenses come due. Such amounts with interest and costs may also be enforced against and collected from the Lot Owner(s) personally, who shall be jointly and severally liable. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof any applicable statute of limitations.

(e) The Association may in its discretion file certificates of non-payment of Assessments in the office of the Registry of Deeds whenever any such Assessments are delinquent, but such certificate shall not be required to perfect the lien established under this Declaration. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the Lot described therein a fee of \$150.00 or such other amount as the Board of Directors may establish from time to time under the Rules and Regulations which fee is hereby declared to be a lien upon the Lot. Such fee shall be collectible in the same manner as the original Assessments provided for herein and in addition to the interest and principal due thereon.

(f) Such liens shall remain in effect for a period of six (6) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the Assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

Section 4.5 Working Capital Fund. A working capital fund for the Association shall be established in an amount equal to two (2) months Assessments per Lot, to be paid by each Lot owner at the initial transfer of title by the Declarant to the purchaser, and shall be paid to the Association. Such fund shall be held in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance and used in accordance with the budget approved by the Board of Directors, which may include the funding of any operational deficits. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Lot.

ARTICLE V. GENERAL PROVISIONS

Section 5.1 Binding Effect/Enforcement. The provisions of this Declaration and any permitted amendments thereto shall run with the land and bind the Declarant, its successors and assigns, and Lot Owners, their heirs, successors and assigns, and all parties claiming by, through, or under him/her or them.

Declarant, the Association, and each Lot Owner, from time to time, shall have the right, but not the obligation, jointly and separately to sue for and obtain a court order to prevent the breach of, or to enforce the observance of, the provisions of this Declaration, the Bylaws and Rules and Regulations, or any of them, in addition to the right to bring an ordinary legal action for damages. Only the Declarant and the Association shall have a lien on a Lot to secure the costs and expenses of enforcement including reasonable legal fees and expenses.

Whenever any Lot Owner subject to this Declaration violates any of the provisions of this Declaration for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant or the Association, then in addition to the foregoing rights such party have the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Lot Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, its successors or assigns, and the Association to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 5.2 Amendment. The provisions set forth in this Declaration shall continue perpetually, except that all provisions hereof, may be amended by the Declarant until the construction, marketing and sale of all Lots (including any units created as a result of any Lot being submitted to the provisions of the Maine Condominium Act, and any Lots that are created as a result of the additional of Land Phases to the Property pursuant to Section 3.6 above) is completed.

Any such amendment by the Declarant as above-described shall be effective only if expressed in a written instrument or instruments executed by the Declarant, with a copy provided to all Lot Owners. Following the expiration of the Declarant Control Period, any amendment to the Declaration shall require an affirmative vote of a two-third of the Lot Owners and shall be effective only if expressed in a written instrument or instruments executed by the consenting Lot Owners of record and recorded in the Registry of Deeds. Upon and after the effective date of any such changes, they shall be binding upon the all parties subject to this Declaration, including but not limited to all persons then owning Lots and shall run with the land and bind all persons claiming, by, through or under any one or more of such parties.

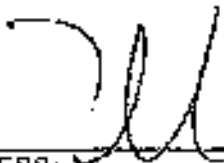
Section 5.3 Construction. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

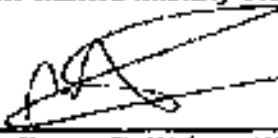
Section 5.4 Assignment by the Declarant. Declarant hereby retains the right to assign to the Association or any successor in title to Declarant all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant or its successors and assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Registry of Deeds, and Declarant shall then be relieved and discharged from every duty and obligation so assigned to the Association and/or successor Declarant.

Declarant hereby reserves the right to specifically assign to any other person or entity all or any portion of its rights and powers established hereunder in connection with its conveyance of the remaining land owned by the assignor in the Property or its mortgage of land in the Property, and such assignment, other than an assignment as security, if accompanied by an assumption of Declarant's obligations hereunder by the assignee, shall when recorded in the Registry of Deeds for Cumberland County, Maine, relieve Declarant, its successors and assigns from its or their obligations hereunder as to the Property or portion thereof so conveyed.

WITNESS its hand and seal on the date set forth above.

DECLARANT:
CROSSROADS HOLDINGS LLC
 a Maine limited liability company

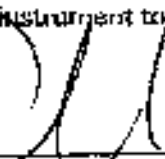
WITNESS: 

By: 
 Rocco C. Risbana III
 Its: Manager

STATE OF MAINE
 COUNTY OF CUMBERLAND, ss.

December 15, 2023

Personally appeared before me the above-named Rocco C. Risbana III, Manager of Crossroads Holdings LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Crossroads Holdings LLC.


 Notary Public/Maine Attorney-at-Law
 Print Name: Nicholas P. Marshall
 My commission expires: _____

The Downs - Town Center Declaration
 12/15/2023 9:03:29 AM

EXHIBIT A**[Post-Construction Stormwater Certification]**

Annual Stormwater Management Facilities Certification
*(to be completed by a Qualified Post-Construction Stormwater
Inspector and sent to Town Code Enforcement Officer)*

I, _____ (print or type name), a Qualified Post-Construction Stormwater Inspector, certify the following:

1. I am making this Annual Stormwater Management Facilities Certification for the following property: _____ (print or type name of subdivision, condominium or other development) located at _____ (print or type address), (the "Property");

2. The owner, operator, tenant, lessee or homeowners' association of the Property is: _____ (name(s) of owner, operator, tenant, lessee, homeowners' association or other party having control over the Property);

3. I have knowledge of erosion and stormwater control and have reviewed the approved Post-Construction Stormwater Management Plan for the Property;

4. On _____, 20____, I inspected the Stormwater Management Facilities, including but not limited to parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures required by the approved Post-Construction Stormwater Management Plan for the Property;

5. At the time of my inspection of the Stormwater Management Facilities on the Property, I identified the following need(s) for routine maintenance or deficiencies in the Stormwater Management Facilities:

6. On _____, 20____, I took the following routine maintenance or the following corrective action(s) to address the deficiencies in the Stormwater Management Facilities stated in 6. above:

7. As of the date of this certification, the Stormwater Management Facilities are functioning as intended by the approved Post-Construction Stormwater Management Plan for the Property.

Date: _____, 20____ By: _____
Signature

Print Name

STATE OF MAINE

_____, ss. _____, 20____

Personally appeared the above-named _____, the
of _____, and acknowledged the
foregoing Annual Certification to be said person's free act and deed in said capacity.

Before me,

Notary Public/Attorney at Law

Print Name: _____

9. The owner, operator, tenant, lessee, or other party having control over the Property shall sign below verifying the information above was completed by a Qualified Post-Construction Stormwater Inspector.

Date: _____, 20____ By: _____
Signature

Print Name

STATE OF MAINE

_____, ss. _____, 20____

Personally appeared the above-named _____, the
of _____, and acknowledged the
foregoing Annual Certification to be said person's free act and deed in said capacity.

Before me,

Notary Public/Attorney at Law

Print Name: _____

Mail or hand deliver this certification to the Municipal Code Enforcement Officer at the following address:

**Town of Scarborough
c/o Code Enforcement Officer
PO Box 360
Scarborough, ME 04074**

Exhibit 3.1 – Cross Street Condominium Declaration (*draft, not yet signed or recorded*)

AFTER RECORDING RETURN TO:

Nicholas J. Morrill, Esq.
Jensen Baird
10 Free Street, 4th Floor
P.O. Box 4510
Portland, Maine 04112-4510

DECLARATION OF CROSS STREET CONDOMINIUM

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DECLARATION OF CROSS STREET CONDOMINIUM

SCARBOROUGH, MAINE

THIS DECLARATION OF CROSS STREET CONDOMINIUM ("Declaration") is executed by **CROSS STREET CONDOMINIUMS LLC**, a Maine limited liability company ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964 as amended ("Condominium Act").

ARTICLE 1

CREATION OF CONDOMINIUM

§1.1 Submission of Property. The Declarant as the owner in fee simple of the land and buildings located at the intersection of Cross Street and Scarborough Downs Road in the Town of Scarborough, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act known as Cross Street Condominium ("Condominium").

The name of the Unit Owners' association is Cross Street Condominium Association, a Maine nonprofit corporation (the "Association") formed under the Maine Non-Profit Corporation Act, 13-B M.R.S.A. Section 101 et seq.

The Condominium consists of the Property described in **Exhibit A**. Pursuant to this Declaration and the Act, the Declarant initially creates forty-eight (48) residential condominium units (individually, a "Unit" and collectively, the "Units"), which Units are identified as Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, and 448 located in Building 1 (defined below), together with associated Limited Common Elements, thirty-two (32) garages (individually, a "Garage Unit" and collectively, the "Garage Units"), which Garage Units are identified as Garage 1, Garage 2, Garage 3, Garage 4, Garage 5, Garage 6, Garage 7, Garage 8, Garage 9, Garage 10, Garage 11, Garage 12, Garage 13, Garage 14, Garage 15, Garage 16, Garage 17, Garage 17, Garage 18, Garage 19, Garage 20, Garage 21, Garage 22, Garage 23, Garage 24, Garage 25, Garage 26, Garage 27, Garage 28, Garage 29, Garage 30, Garage 31 and Garage 32, and thirty-one (31) storage units (individually, a "Storage Unit" and collectively, the "Storage Units"), which Storage Units are identified as ST2L1.1, ST2L1.2, ST2L1.3, ST2L3.4, ST2L2.5, ST2L2.6, ST2L1.7, ST2L2.8, ST2L1.9, ST2L1.10, STL2.11, ST3L1.1, ST3L1.2, ST3L1.3, ST3L3.4, ST3L2.5, ST3L2.6, ST3L1.7, ST3L2.8, ST3L1.9, ST3L1.10, ST3L2.11, ST4L1.1, ST4L1.2, ST4L1.3, ST4L1.4, ST4L1.5, ST4L1.6, ST4L1.7, ST4L1.8, and ST4L1.9.

Further, pursuant to this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically

construct and legally create up to a total of ninety-six (96) Units located in two (2) Buildings consisting of Building 1, and Building 2 (individually, a "Building" and collectively, the "Buildings"), the right to physically construct and legally create up to a total of fifty-six (56) Garage Units, and the right to physically construct and legally create up to a total of twenty (20) Storage Units, all on the real estate described in Exhibit A, together with appurtenant improvements as Common Elements and Limited Common Elements, and grant easements to third parties.

§1.2 Applicability. This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Plat and Floor Plans, the Bylaws, and the Rules and Regulations, the foregoing documents shall control in accordance with the order of priority in which they are listed, and the Floor Plans shall control over the Plat. If any provision of this Declaration, the Plat and Plans, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the Condominium Act shall be deemed controlling. In the event of any such conflict, the validity of the remainder of this Declaration, the Plat and Plans, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

ARTICLE 2 DESCRIPTION OF PROPERTY

§2.1 Description of the Property. A legal description of the Property 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 "_____" made by Owen Haskell, Inc., dated _____, 202__, revised through _____, 202__, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page ____ (the "Plat").

§2.2 Location and Dimensions of Buildings and Units. The term "Building" means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building.

The proposed areas in which Buildings and other improvements which may be erected on

the Property, including Common Elements, are shown on the Plat. The proposed location, dimensions and finish floor elevations of Building 1, together with its appurtenant Limited Common Elements, are depicted on the floor plans entitled "Cross Street Condominium, Building 1, 1 Cross Street, Scarborough, Maine" prepared by Dirigo Architectural Engineering LLC, dated February 12, 2025, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page ____ (the "Plans" or "Floor Plans").

The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

§2.3 Recorded Plat and Plans. The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE 3 CONDOMINIUM UNITS

§3.1 Creation of Units. Initially, Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, and 448 located in Building 1, together with associated Limited Common Elements, the Garage Units identified as Garage 1, Garage 2, Garage 3, Garage 4, Garage 5, Garage 6, Garage 7, Garage 8, Garage 9, Garage 10, Garage 11, Garage 12, Garage 13, Garage 14, Garage 15, Garage 16, Garage 17, Garage 17, Garage 18, Garage 19, Garage 20, Garage 21, Garage 22, Garage 23, Garage 24, Garage 25, Garage 26, Garage 27, Garage 28, Garage 29, Garage 30, Garage 31 and Garage 32, and the Storage Units identified as ST2L1.1, ST2L1.2, ST2L1.3, ST2L3.4, ST2L2.5, ST2L2.6, ST2L1.7, ST2L2.8, ST2L1.9, ST2L1.10, STL2.11, ST3L1.1, ST3L1.2, ST3L1.3, ST3L3.4, ST3L2.5, ST3L2.6, ST3L1.7, ST3L2.8, ST3L1.9, ST3L1.10, ST3L2.11, ST4L1.1, ST4L1.2, ST4L1.3, ST4L1.4, ST4L1.5, ST4L1.6, ST4L1.7, ST4L1.8, and ST4L1.9, are created under this Declaration.

The Declarant has the right to create up to a total of ninety-six (96) Units located in two (2) Buildings consisting of Building 1, and Building 2 on the real estate described in Exhibit A, together with associated Limited Common Elements.

For each Building and Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to Exhibit B, and a description of such Unit including each Unit's identifying number (and the identifying number of the Building containing the Unit), the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any

other information necessary to identify the Unit shall be shown on the Condominium Plans.

§3.2 Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner, except that the structural support of the Building must be preserved.

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing) and interior doors wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);
- (c) Windows and doors providing access to the Common Elements including their locks, hardware, glass, thresholds and sills;
- (d) Plumbing, kitchen and bathroom fixtures, kitchen appliances, heating and ventilating equipment, bathroom exhaust fans, dryer ducts, electric intercom systems, smoke detectors and the components thereof serving only a single Unit, if any, even if located outside of a Unit's boundaries, and;
- (e) Electrical wiring, equipment outlets and lighting devices and fixtures and from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of water and sewer utility lines, pipes and equipment serving only that Unit, all regardless of whether or not located within its general boundary lines as herein described.

A Unit generally does not include: the exterior walls, the roof, rafters and foundation, land; the pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

§3.3 Unit Boundaries. The boundaries of each Unit subsequently created under this Declaration shall be shown on the Plat and Plans, and shall consist of:

(a) *Horizontal Boundary*: The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The planes at the lower surfaces of the ceiling joists, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the subflooring or floor slab extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes*. The Unit shall include all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, carpeting, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) *Relocation*. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted by any person, except the Declarant or any Successor Declarant.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit B**.

The number of votes, and percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit B** (as it may be amended) shall control in any event.

Neither the Garage Units nor the Storage Units shall have any Common Element Interest, Common Expense Liability or be allocated any voting rights. In lieu of Common Expense Liability, Garage Units and Storage Units shall be subject to Service Charges in accordance with Section 7.3(v) below, which shall cover any and all costs related to Garage Units and Storage Units, including the cost of maintenance and insurance, any necessary capital improvements and major repairs, and any of the costs set forth in Section 7.3(i) through (iv) below.

§3.5 Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems, or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, (i) the exterior surfaces of doors leading to or facing or (ii) the interior or exterior surfaces of windows facing a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

§3.6 Development Right to Install Optional Limited Common Element Improvements. Until all Units which may be created hereunder have been conveyed to third parties or such earlier time as may be elected by the Declarant by written notice duly recorded, the Declarant shall have the right to designate additional Limited Common Element areas immediately adjoining the Unit and to improve all the Limited Common Element areas immediately adjoining the Unit with sunspace, porch, landscaping, deck, patio, hardscape, and similar improvements in such areas attached to the outside of a Unit, which may include the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the Unit and the Limited Common Element.

No assurances are given with regard to the order of exercise of this development right, and the exercise of this development right for any Unit constituting a part of the Property does not require its exercise elsewhere. Upon the improvement of the area, the Allocated Interests will not be reallocated in accordance with Section 3.4. The Declarant shall prepare and record an amendment to the Declaration and Plans to conform to the requirements of Sections 1602-109 and 1602-110 of the Condominium Act. The exercise of such rights is subject to the following limitations:

- i. The improvements shall not impair the structural integrity, mechanical systems or supports of the buildings.
- ii. The improvements shall be consistent with the architectural design, construction

- materials and quality of construction of the adjoining building;
- iii. The improvements may be built only in the adjoining Limited Common Element areas shown on the Plans as they may be amended;
 - iv. The Unit Owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense, maintaining a neat and attractive appearance at all times; and
 - v. Only the Declarant may exercise the rights under this Section, which must be exercised no later than thirty (30) years from the date of recording of this Declaration.

Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election to maintain such improvements by an instrument duly executed and duly recorded, and thereafter may seal up passageways and/or remove the improvements, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity of the building. The Unit Owner shall maintain replace and repair the improvements at his sole expense and shall insure the improvements at his expense. The Unit Owner may request the Association to perform maintenance and repairs, the expense of which shall be assessed as a Service Charge, all subject to the agreement of the Association in its discretion, which shall become binding only by a written acceptance signed by an authorized officer thereof.

ARTICLE 4

COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term "Common Elements" means the entire Property other than the Units, and includes:

- i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, pedestal mounted cluster mailboxes, benches and trash receptacles, project identification sign, retaining walls, guardrails, landscaping, hardscaping, vegetation, trees, snow storage areas, bicycle racks, paved access drive aisles, private access drives, and adjacent sidewalks;
- ii. The foundations, roof, exterior walls, rooftop solar panels, and all structural and load bearing portions of the Buildings;
- iii. The open-air surface parking spaces, including visitor, handicapped, and electric vehicle parking spaces; provided, that, the Declarant reserves the right to allocate some or all of the surface parking spaces (not including visitor, handicapped, or electric vehicle parking spaces) as a Limited Common Element exclusive to the Building in which they exist, and/or individual Units located within such Building; and
- iv. All utility lines, pipes, wires, electrical and transmission wires and conduits, any

life safety systems, distribution pipes, pumping station, stormwater and drainage system facilities, radon mitigation systems, and water and sewer utility lines which serve more than one Unit or which serve the Common Elements (excepting lines and equipment owned by public and municipal utilities or installed pursuant to easements serving other persons); and

- v. Initially, the interior amenities located within a Building, which such amenities may include (but need not include, and need not be built) a club and/or game room, gym, co-work space, bike storage, multi-purpose room, mail and/or package room, and rooftop deck and lounge; provided, that, the Declarant reserves the right to allocate some or all of such interior amenities as a Limited Common Element exclusive to the Building in which they exist, and the Units located therein.
- vi. 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 in this Declaration.

The paved access drive aisles and private access drives are subject to (a) reserved perpetual easements in favor of the Association, all Unit Owners, the Declarant, and (b) CTC Partners LLC by virtue of a Warranty Deed from Crossroads Holdings LLC, dated March 21, 2024 and recorded in the Cumberland County Registry of Deeds in Book 40665, Page 339, and each of the foregoing parties invitees, employees and contractors, for passage on foot and by motor vehicle, and, with respect to the Declarant, for the exercise of the Declarant's Development and Special Declarant Rights.

Responsibilities for the maintenance and use of the Common Elements are governed by Article 7 below.

§4.2 Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

- i. Water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;
- ii. The exterior patios and the land underneath them, other open space areas now or hereafter shown and assigned as Limited Common Elements on the Plat and Plans;
- iii. The exterior doors, screen and storm doors, garage doors, exterior windows and their screens and frames, glass, tracks, hardware, locks, screens, flanges, sills and all other components of prefabricated doors and windows;

- iv. Any other patios, porches, decks, steps, movable shutters, exterior stairs and steps, stoops, thresholds, chimney if any, and any other fixture designed to serve a single Unit but located outside its Unit boundary, either as presently or hereafter built in accordance with this Declaration or shown on the Plat and Plans adjacent to a Unit and which is not defined as a part of the Unit as set forth above; and
- v. The portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The Declarant reserves the right to create and assign additional Limited Common Elements within Common Elements to a specific Unit pursuant to an amendment to this Declaration, a deed conveying a Unit, or an instrument executed in the same manner as a deed. The allocation of Limited Common Elements may not be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements. The power to create and initially assign Limited Common Elements is exclusively held by the Declarant.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Exterior Improvements/Connection of Adjoining Units and Limited Common Elements.

A. Conditions Precedent. If the record owner(s) of the subject Unit(s) affirmatively elect, upon application to and subject to the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, with prior notice to any abutting Units, all to be evidenced by a recorded instrument duly executed and acknowledged setting forth the requirements itemized below, then:

- (i) 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 such 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 construction of improvements on the Limited Common Element area; and
- (ii) for the installation of doors, windows, skylights and frames thereto subject to the following limitations and requirements, compliance with which shall be as specified and

approved by the Board of Directors in their discretion prior to construction:

- (a) The improvements shall be of first quality, permanent construction and shall be compatible with the architectural design of existing buildings and structures;
- (b) Each application shall include detailed plans prepared by a licensed architect or engineer of the proposed construction and a copy of any agreement between the Unit Owner and contractors for the proposed project;
- (c) Exterior improvements may be built only in the Limited Common Element locations;
- (d) The Board shall determine whether the abutting Unit Owners approve or disapprove of the proposed construction. The Board shall fully consider the position of abutting Unit Owners. However, the Board may approve or disapprove a particular application notwithstanding the abutters' position based upon a full consideration of the application and the impact that the proposed construction will have upon the entire Property;
- (e) The 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, shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements and shall provide the Board of Directors with plans and evidence that the proposed construction complies with such requirements prior to starting any work;
- (f) The Unit Owner shall be responsible for the construction of the improvements in accordance with the Plans, this Declaration, and the Bylaws and 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 shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. The Unit Owner shall be solely responsible for any contractual obligations and charges incurred to any installers, workmen or suppliers, and shall advise said persons of Unit Owner's responsibilities;
- (g) The Unit Owner shall provide the Association with evidence that all contractors have general liability and automobile insurance, and worker's compensation if applicable, in an amount satisfactory to and naming the Association as an additional insured;
- (h) The Unit Owner shall indemnify and hold the Association harmless from any mechanic's or materialman's liens and to perform all work hereunder at the sole cost and expense of the Unit Owner in a good and workmanlike manner and so as to minimize any inconvenience to other Unit Owners;
- (i) Unit Owner shall pay such expenses as may be determined by the Association in reviewing any application under and enforcing this Section, including any expenses and legal costs incurred by the Association in correcting any defective work or in

enforcing compliance with this Agreement;

- (j) Unit Owner shall indemnify and hold harmless the Association, its Board of Directors and officers, other Unit Owners, their guests, invitees and family members from any loss or damage which may be incurred on account of the installation of the improvements in violation of this Section even if not due to the negligence and fault of Owner, including reasonable attorney's fees and expenses; and
- (k) The Unit owner shall be fully responsible for the maintenance, repair, insurance and replacement of such improvements in good condition and repair at the Unit Owner's expense in a neat and attractive appearance, which may be charged to the Unit owner as a Limited Common Expense or Service Charge based on such methodology as the Board may approve.

The Association may require a cash bond or other assurances of compliance with the foregoing standards. During construction the Unit Owner shall provide builder's risk insurance at the cost of the Owner and shall name the Association as an additional insured. The Unit Owners shall be strictly liable for any resulting damage caused by defective construction of the improvements, including without limitation post construction rot and water damage to the Unit and other Common Elements.

B. Post Completion. Upon completion of the improvements in accordance with this Section and occupancy, the Unit Owner shall be fully responsible for the costs of maintenance, repair, insurance and replacement of such improvements at the Unit Owner's expense in a neat and attractive appearance.

Upon completion of the improvements in accordance with this Section and occupancy, the Association shall provide exterior maintenance and repairs to the same extent as the Common Element improvements but at the cost of the Unit Owners, and shall obtain hazard insurance on the improvements under the Association's master insurance policy (see Article 10 below), the expense of which shall be assessed as a Limited Common Expense or Service Charge, as the Executive Board may approve in accordance with Article 6 of this Declaration or as may be set forth in a separate recorded Agreement between the Unit Owner and the Association if required by the Executive Board, which agreement shall control in the event of any conflict with this Section that cannot be otherwise resolved. The Unit Owner shall provide all interior maintenance.

C. Revocation. Any such Unit Owner or his or her 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 remove the improvements, 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.

ARTICLE 5
DECLARANT'S RIGHTS; BUILDING PHASING

§5.1 Declarant Rights. The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Condominium Plat and Plans, and grant and reserve easements, licenses and rights-of-way for the installation, maintenance, repair, replacement and inspection of solar panel systems, public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements or license may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) Until the construction, marketing and sale of all Units and the Common Element is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction of Building 2 and its associated Limited Common Elements, and the Common Elements of the Condominium are completed, to close off access to and use the Garage Units, all as the Declarant sees fit;

(e) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices, to permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and to use unsold Units and the Common Elements for construction, sales, leasing and display purposes;

(f) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(g) Until the construction, marketing and sale of all Units and the Common Elements is completed, including any future Units which may be created hereunder, to approve of the

creation of easements and improvements in accordance with the Declaration in accordance with the standards set forth therein;

(h) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit and the Common Elements to perform warranty-related work, whether for the benefit of than Unit or any other Unit;

(i) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements for public utilities running over, through or under the Common Elements;

(j) Until thirty (30) years from the date of the recording of this Declaration to grant easements for all purposes from time to time for the benefit of third parties including affiliates of the Declarant, including easements for access, utilities, drainage, excavation, alternation of the surface of the earth, connection to utility and sewer lines, and the installation, use, maintenance, repair and replacement of utility lines, poles, conduits, facilities and equipment, pavement, culverts, drainage ditches and swales;

(k) Those rights established under Sections 3.6 and 4.1(iv) of the Declaration;

(l) Those rights established under the Condominium Act.

§5.2 Building Phasing. Developer reserves the following rights, but not the obligation, until thirty (30) years from the date of the recording of this Declaration:

To legally create and construct up to a total of ninety-six (96) Units located in two (2) Buildings consisting of Building 1, and Building 2 on the real estate described in Exhibit A, to legally create and construct up to a total of fifty-six (56) Garage Units, and to legally create and construct up to twenty (20) Storage Units, together with associated Limited Common Elements, and related improvements, all pursuant to Section 1602-110 of the Condominium Act.

The Declarant shall have the continuing right but not the obligation to legally create the Units, the Garage Units and the Storage Units as “Building Phases.” Each Building Phase shall consist of a Building, the Units, the Garage Units and the Storage Units, and initially the Declarant has determined that the first Building Phase shall consist of Building 1, each of the Units located within Building 1, the thirty-two (32) Garage Units, and thirty-one (31) Storage Units, all as identified in Section 3.1 above. Upon the creation of each Building Phase, including the Units, the Garage Units and the Storage Units located in or serving such Building Phase, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Phase, the Units, the Garage Units, the Storage Units, and the Allocated Interests of the Units (the Garage Units having no Allocated Interests) shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding said Units, Garage Units, and Storage Units.

Declarant need not physically construct or add Building 2, any Units located within Building 2, any Garage Units, or any Storage Units, other than those described in Section 3.1 above, or said Limited Common Elements to the Condominium and hence said Building 2, any Units located within Building 2, any Garage Units or Storage Units, other than those described in Section 3.1 above, and Limited Common Elements NEED NOT BE BUILT. The Declarant must exercise its right hereunder within thirty (30) years of the recording of this Declaration.

To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a revised Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

§ 5.3 Restrictions. The exercise of Development Rights shall be subject to the following restrictions:

- i) No changes shall be made by the Declarant or any other person to the road, utility, drainage, stormwater maintenance improvements or any other improvements located in the Common Elements forming part of the Property (whether located on land owned in fee or easement areas) required in order to comply with the Town of Scarborough and Maine Department of Environmental Protection's applicable requirements, unless such changes are first approved by applicable governmental bodies with jurisdiction; and
- ii) No changes shall be made to the site or subdivision approvals from the of Town of Scarborough Planning Board, unless any applicable approval is received to the extent applicable.

§5.4 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant from time to time to any person(s) or entity(ies) which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.5 Amendment, Waiver, Etc.

ARTICLE 5 and Section 4.4 shall not be amended or waived nor shall any Bylaws or Rules and Regulations be adopted or amended which may infringe on the foregoing without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6 CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" as used in this Condominium Declaration" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Nonprofit Corporation Act. The membership of the Association at all times shall consist exclusively of all Condominium Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered Members.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act, and the Maine Nonprofit Corporation Act.

Each Unit Owner shall automatically become a Member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him or her in interest.

§6.2 Board of Directors Powers; Declarant Control Period.

A. General. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, in this Declaration, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

B. Declarant Control Period. During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser, (b) sixty (60) days after the conveyance of seventy-five percent (75%) of all Units, including any future Units which may be created hereunder, other than a conveyance to a successor Declarant, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election

shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

During the Declarant Control Period the Declarant shall have the right to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association. The directors and Voting Representatives appointed by the Declarant need not be Unit Owners.

C. Owner Control and Voting. Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by Board of Directors composed initially of three (3) natural persons (the “Directors”), pursuant to the terms of the Bylaws of the Association.

A majority of the Members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

§6.3 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors after first giving the Unit Owners notice and an opportunity to be heard but the failure of a Unit Owner to receive notice shall not affect the validity of the Rules and Regulations. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Unit Owner or occupant of a Unit promptly after the adoption thereof, and they shall bind all Unit Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 7 FINANCIAL MATTERS

§7.1 Common Expenses, Limited Common Expenses and Service Charges. The term “Common Expenses” include, but are not limited to, such costs and expenses established by

the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property, the supply of utility services, the establishment of reserves, and the rendering to Unit Owners of all related services, as assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges and all amounts due to the Association.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), all as the Board of Directors may periodically establish and determine. If all Units have substantially similar Limited Common Elements, then the Board of Directors may determine that all Units shall pay such expenses in accordance with their liability for Common Expenses.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the Condominium and the Property shall be borne by the Unit Owners by means of assessments as set forth herein and by all other persons liable in accordance with this Declaration.

§7.2 Allocation and Payment of Common Element Expenses. The total amount of Common Expenses shall be assessed to the Units as follows:

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determines that a Limited Common Expense benefits more than a single Unit in a manner which is uniquely disproportionate in relation to the general relative Common Expense Liabilities among all Units, then such Limited Common Expense may then be assessed solely against the benefited Units benefited in proportion to the relative Common Expense Liabilities of such Units as among themselves, all as the Board of Directors may periodically determine in its discretion. If a Limited Common Expense only benefits a single Unit as the Board of Directors may periodically determine in its discretion, that Limited Common Expense may then be assessed solely against the Unit benefited.

(c) For electricity, telephone, fiber optic cable, and internet data provided by Crossroads Holdings LLC and/or the Association through an agreement with Premium Choice Broadband, water, and sewer serving each Unit, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit.

(d) The expenses of electricity serving the Common Elements, water, and sewer, if not separately metered, shall be assessed to each Unit as a Common Expense, subject of the option of the Association to sub-meter and then separately charge for water and/or sewer services, and propane centrally supplied to the Units as Service Charges. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a Common Expense or as a Service Charge.

(e) Common Expenses, Special Assessments, Service Charges and penalties, fines, interest and costs of collection and enforcement including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration, Bylaws and the Rules and Regulations.

(f) In order to fund significant improvement, repair or renovation projects and associated costs as the Board of Directors may approve, the Association may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Board of Directors ("Special Assessments"). If any portion of the Special Assessments is due *after* the end of the Association's current budget year, then the affirmative approval of a majority in interest of all the Unit Owners shall be required. If the Special Assessments due in full *prior* to the end of the Association's current budget year, the normally applicable Unit Owners' budget ratification requirements shall apply, except as otherwise provided below.

If the amount of a proposed Special Assessment does not exceed two (2) months regular common charges and the Board determines that the Special Assessment is necessary to meet an emergency, the Executive Board may make the Special Assessment immediately in accordance with the terms of the Board's vote, without need for budget ratification by the Unit Owners.

(g) Until such time as the Association makes a Common Expense Assessment, the Declarant is responsible for all Common Expenses, Limited Common Expenses and Services Charges, but need not establish any reserves.

7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered or to be rendered to that Unit or its Limited Common Elements, and for the costs of water and sewer and propane fuel and propane system operation, maintenance, repair and replacement, if any, which are not separately billed by the propane supplier. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense Liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for Service Charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, members of his or her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his or her Unit or its Limited Common Elements, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by

the Board of Directors or its designee may be assessed as a Service Charge;

(ii) Fees, if any, which may be established by the supplier for the delivery, consumption and maintenance of water, and sewer, propane and/or other utility services and equipment. Water and sewage services supplied to each Unit, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board of Directors in their discretion. At the election of the Board of Directors, the expense of maintenance and repair, capital improvements, major repairs or renovations to the water and sewer systems may be assessed either as a Common Expense or as a Service Charge;

(iii) Fees, if any, which may be established by the Board of Directors, for cable television, internet and telephone services and equipment, if not separately billed by the utility supplier;

(iv) Increases in the Association's insurance premiums for permanent building improvements and betterments to Units or the Limited Common Elements installed by Unit Owners and insured at the request of the Unit Owner with the Association's hazard insurance carrier, as determined by the Board of Directors; and

(v) Any and all costs (including anticipated costs) related to Garage Units and Storage Units including the cost of maintenance and insurance, any necessary capital improvements and major repairs, and any of the foregoing costs set forth in subsections (i) through (iv) above, which shall be determined by the Board of Directors.

§7.4 Borrowing and Pledge. The Board of Directors shall have power to borrow and to pledge, assign and grant a security interest covering all Association revenues including Assessments for Common Expenses, Limited Common Expenses, Special Assessments, and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements and related charges. The exercise of such power is subject to the approval of a majority in interest vote of the unit owners as required by the Maine Condominium Act.

§7.5 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date and intervals that the Board of Directors may determine, one-twelfth (1/12th) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges, and provided that revised Common Expenses including revised Limited Common Expenses shall be paid over such intervals over the remainder of the fiscal year and Special Assessments shall be paid in accordance with the terms of the approval of Special Assessments; (ii) all Special Assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act,

all interest and late charges and legal fees and other costs of collection thereof.

Each Unit Owner shall pay his or her share of assessments for Common Expense assessments, Limited Common Expense assessments, Special Assessments and Services Charges without setoff or deduction.

All amounts levied against each Unit for Common Expense assessments, Limited Common Expenses, Service Charges, any Special Assessments, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection, enforcement and foreclosure thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws or the Rules and Regulations: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit Owners pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, including penalties, fines, late charges, interest and costs of collection, enforcement and foreclosure. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien. The lien is extinguished unless action to enforce the lien is started within five (5) years after the full amount becomes due if so limited by the Condominium Act, but the Unit Owner shall remain personally liable.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) to the extent required by the Maine Condominium Act, a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

(b) If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, user fees, fines or penalties, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such amounts with such late charges in such amount as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the unit of such Unit Owner. Unless otherwise determined by the Board, a late charge shall apply when any payment due to the Association is more than thirty (30) days past due, which late charge shall be immediately due and payable. If such late charges and Common Charges, Limited Common

Charges and Services Charges are not paid within thirty (30) days of when they were due, then interest shall be charged on all past due amount calculated retroactively back to the date when originally due.

(c) If such payments are not received within ninety (90) days after they become due, the Board shall have the power to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, this Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's unit under the Forcible Entry and Detainer Laws of Maine, as amended from time to time; in such event the Association may suspend any right or privilege appurtenant to the Unit including without limitation parking (but not including parking within the Garage Units) and voting rights and the prohibition of the use of the Common Elements, but the Association may not deny all means of access to the Unit or withhold services provided to a unit or a unit owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person. The delinquent unit owner or other occupant shall be required to pay to the Association a reasonable rental for such unit until sale or foreclosure.

(d) In any action to foreclose the lien for Common Expense assessments, Limited Common Expense assessments, Special Assessments, and Services Charges, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, late charges, penalties, interest, and costs of collection, foreclosure and enforcement including reasonable attorneys' fees, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, Service Charges, Special Assessments, user fees, fines, penalties and all other amounts due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

(e) If for any reason the Association revises its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due, each Unit Owner shall pay to the Association or its authorized representative such revised Common Expenses.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared by the Board of Directors to then be due and payable in full.

(f) The liens for assessments described herein may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a

money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit may be suspended and services may be withheld in accordance with Rules and Regulations adopted by, in addition to all other remedies available to the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner if the effect of withholding the service would be to endanger the health, safety or property of any person.

§7.6 Liability/Resale Certificate. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, Special Assessments, Service Charges, interest, fees, penalties and costs of collection. In the transfer of a Unit, the grantee(s) of such Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. A grantee receiving a conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for those Common Expense assessments, Service Charges, etc. arising prior to the conveyance.

A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of the then outstanding unpaid common charges, assessments and Service Charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The Association has no obligation to subsequently update the information contained in such statement. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement as of its effective date except interest, late fees and costs of collection accruing thereafter.

§7.7 Initial Working Capital Fund. A segregated working capital fund for the Association shall be established into which each Unit purchaser shall pay the Association an amount equal to two (2) months common charges per Unit, at the time of initial transfer of title from the Declarant other than transfers to a successor Declarant. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. Such funds shall be used for such purposes as may be

established by the Board of Directors from time to time, including without limitation the funding of repairs, improvements, reserves and operating deficits.

No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

§7.8 Budget. A proposed budget or any amendment to the budget adopted by the Association's Board of Directors shall be deemed to be ratified by the Unit Owners unless rejected by a two thirds (66 2/3%) in interest vote of all Unit Owners, whether or not a quorum is present.

Within thirty (30) days after the Board's adoption of any proposed budget or amended budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than ten (10) nor more than thirty (30) days after mailing of the summary. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the executive board.

The Board of Directors shall have the power to expend funds and incur expenses out of the reserves even if not set forth in the budget but if the amount of such reserve expenditures may be reasonably anticipated to cause the aggregate amount of all such expenditures to exceed ten percent (10%) of the budget (including contributions to reserves) then such expenditure shall require budget ratification by the Unit Owners in accordance with the requirements set forth above.

The requirements for the adoption and Unit Owners' approval of Special Assessments are set for in Subsection 7.2(g) above.

ARTICLE 8 MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Sections 1603-107(a) and 1603-115 of the Condominium Act except as otherwise provided herein.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to landscaping, lawn care, sewer, snowplowing of the parking areas, and open-air parking spaces that are Common Elements or Limited Common Elements, area and street lighting and trash pickup (unless provided by the municipality or The Downs – Town Center Master Association, or any other master association) and, all as determined by the Board of Directors.

If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge.

§8.3 Maintenance of Windows, Doors and other Limited Common Elements.

Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors; provided, however, that each Unit shall be responsible for providing the ordinary maintenance and repair of individual Limited Common Element windows, doors, sliding patio doors, screens, storm windows and doors, and their components consisting of window and door locks, glass, slides, hinges, tracks, knobs, automatic openers, and hardware, together with the painting of the interior surfaces of the exterior windows and doors, the washing of interior and exterior glass surfaces, and maintaining the sewer line leading from the Unit to the point where it connects to the common line, but the Association may elect to provide ordinary maintenance and repair services for such components, assessing the Units therefore as a Limited Common Expense assessment, a Service Charge or as a part of the general Common Expense assessments.

Each Unit Owner shall provide the ordinary cleaning of the interior and exterior glass surfaces of door and window glass, the repair of broken glass and screens, and the removal of snow and ice from the patio, porch and deck, or Limited Common Elements appurtenant to the Unit, but the Association may elect to provide such services and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association shall be responsible for the painting of the exterior finishes of exterior doors, windows (excluding window glass) and garage doors, gutters, downspouts, exterior window and door caulking, and chimney flashing, and shall be responsible for carrying out the replacement of the entire window and door assemblies.

The Association may assess the costs of maintenance, repair and replacement of the doors, windows and other Limited Common Expenses applicable to the particular Unit(s) to which they are appurtenant if the item giving rise to the expense shall be disproportionately for the benefit of such Unit(s) only, as may be determined from time to time by the Board of Directors in its discretion.

If such repair or replacement of the Limited Common Elements shall be necessitated by the acts, omissions, negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge, as determined by the Board of Directors.

§8.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and maintain his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a neat, clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall maintain, repair and replace the exterior lights and light bulbs controlled from inside the Units, the door bells, and the vents and ducts which serve their Unit exclusively.

Each Unit Owner shall do all redecorating, painting and varnishing of the Unit interior which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall clean the interior and exterior glass surfaces of windows, maintain all interior finishes and trim on doors and windows, repair broken or damaged glass, including the cleaning and repair of glass and the ordinary maintenance and repair of screens, locks, hinges, tracks, and knobs, but the Association shall provide routine painting of the exterior finishes of exterior doors and windows (excluding window glass).

For Units with exterior accessories and improvements, if any, installed by or at the request of the Unit Owner or any prior Unit Owner as set forth in Sections 3.5 and 4.4, such items shall be maintained, repaired and replaced by the Association but each Unit Owner shall pay the Association for its costs of maintaining, repairing and replacing such items as a Limited Common Expense.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease, paint, solvents, oil or non-household chemicals other substances which may be identified in the Rules and Regulations into the sewage system or storm drains.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to his or her Unit, to any other Units or to the Common Elements resulting from his or her failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his or her responsibilities in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of any insurance deductible (or such other amount established by the Rules and Regulations), with respect to the Unit, and (ii) for uninsured damage to his or her Unit or to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Unit Owner.

§8.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his or her Unit for all costs of maintaining, repairing or replacing any portion of such Owner's Unit, any other Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's wrongful or negligent act, neglect, omission or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to

repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate all at the Unit Owner's expense. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

§8.6 Use and Occupancy Restrictions. Each Unit, and its associated Limited Common Elements, the Garage Units and Storage Units, shall be occupied and used subject to the following restrictions:

(a) *Units.* No Unit shall be used or occupied for any purpose other than a single family residence with only one complete set of housekeeping facilities, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties and there is no noticeable increase in deliveries, all except as otherwise permitted by the Board of Directors in its discretion.

Further provided that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights and Development reserved by the Declarant, including without limitation promotional, marketing, sales office or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Garage Units.* No Garage Unit shall be used for any purpose other than parking of automotive vehicles associated with a Unit. Garage Units may be sold or transferred by one Unit Owner to another Unit Owner independently from a Unit; provided, that, each owner of a three-bedroom Unit shall own not less than one Garage Unit per one Unit.

(c) *Storage Units.* No Storage Unit shall be used for any purpose other than the storage of personal property. No hazardous materials may be stored in any Storage Unit.

(d) *Maximum Number of Unit Occupants.* The Executive Board may adopt and amend Rules and Regulations governing the maximum number of persons who may occupy a Unit.

(e) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or in any of the Common Elements that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(f) *Nuisance/Hazard/Illegal uses.* No Unit shall be used so as to create a nuisance, hazards, or an unreasonable interference with the peaceful enjoyment of any other Unit or the

Common Elements or to carry on any illegal activities.

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

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Dogs, cats and other ordinary household pets may be kept in a Unit, subject to such additional and more restrictive Rules and Regulations as established from time to time by the Board of Directors, and to local and state ordinance, statutes and regulations, and ordinances. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors.

No dogs shall be permitted outside of a Unit except on a leash directly attended by a responsible person or except of "off-leash" area(s), if any, that may be designed from time to time by the Board of Directors. Pet owners shall promptly clean up the droppings left by their pets which shall be disposed of in such manner as may be prescribed in Rules and Regulations.

The Association shall have the power to further regulate and restrict the keeping of pets and animals under Rules and Regulations of the Association as promulgated or amended from time to time.

In the event of repeated, significant violations of the Condominium Documents by a pet or animal that interfere with the safety and quiet enjoyment of the Property notwithstanding prior notices thereof, to the Unit Owner Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(h) *Fire Safety and Noise Control.* No person shall impair or remove or alter the any acoustical, sound-deadening, or fire-resistant material or smoke detector from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities after securing proper written permission from the Executive Board.

(i) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors.

(j) *Personal Property.* No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

(k) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances, including without limitation hot tubs, generators and furnaces and permanently installed space heaters may not be installed in a Unit or Limited Common Elements except with the prior written consent of the Board of Directors.

(l) *Governmental Requirements.* All Unit Owners, Unit Occupants, their families, guests, and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine and of the United States, and all ordinances, rules and regulations of the Town of Scarborough. A Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(m) *Water and Sewer.* The sewer system shall be used only for ordinary household purposes. Since the water supply depends in part on the forces of nature, the Association shall not be responsible for any insufficiency or failure of water supply or the purity thereof, even if due to the alleged negligence or fault of the Association.

(n) *Heat.* Every Unit Owner must at his or her own expense maintain heat in their Unit at levels sufficient to protect the Common Elements from damage. Further, for any Unit, the heat must be set at a minimum level as set forth in the Rules and Regulations, if any, but in any event not less than 55° F. In the event the Board of Directors or its agents learn that the heat in a Unit is, in its opinion, insufficient, and if the Board of Directors or its agents cause the heat in the Unit to be increased in a good faith attempt to prevent damage to the Unit, other Units or Common Elements, the Unit Owner shall be solely liable for any increase in the utility costs associated with the increased heat.

(o) *Water Heaters, Hoses and Vents.* The Association may adopt Rules and Regulations requiring the periodic replacements of or specifying the types of water heaters and washing machine hoses. No exhaust fans shall be vented directly into the attic areas and all such fans must vent directly into the open air.

(p) *Smoking Prohibition.* Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

(i) Definition of Smoking. The term “Smoking” shall include carrying, burning,

or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as “electronic nicotine delivery systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

(ii) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(iii) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit or from an occupant of a Unit, then the burden of proving that Smoking did not occur shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to \$100.00 for each single occurrence, in addition to all other rights and remedies of the Association. Upon a second Smoking violation, the charge for each incident constituting a violation shall increase to \$250 per incident in addition to all other rights and remedies of the Association including the recovery of its legal expenses.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days’ written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, but such person shall not be entitled to recover legal expenses. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

§8.7 Use of Common Elements. Subject to this Declaration, the Bylaws, or the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles*. Passenger vehicles and trucks may be kept or stored on the Property, as well as any other type of vehicle not prohibited by applicable ordinances of the Town of Scarborough. Vehicles must be in operable condition and fully licensed and inspected

for operation on public highways unless kept inside an enclosed Garage Unit. No motorized vehicles shall be used on the Property, except within the Garage Units, parking areas and on the streets as shown on the Condominium Plat. Parking is further regulated in Section 8.8 below.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, Bylaws, or the Rules and Regulations, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, lights, awnings, clotheslines or other structures in the Common Elements, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) install any window covering that has anything other than a solid white backing, nor (v) do any other thing which affects the appearance from the exterior of the Common Elements including without limitation the Limited Common Elements. The Board shall have the authority to adopt Rules and Regulations regarding such matters including without limitation water shut offs, propane systems and items placed on the interiors of glass windows and doors that are visible from the Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors may also erect or authorize directional, speed control, safety, anti-solicitation, and identifying sign(s) listing the name and location of each occupant of the Units. Notwithstanding the foregoing, signs displayed from a Unit supporting or opposing a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held, are permitted.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements, another Unit's Limited Common Elements, or another Unit's Garage Unit, nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibility.* Neither the Board of Directors, the Association, nor any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements or Limited Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall 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.

§8.8 Parking. Motor vehicles may be parked only in those portions of the Common Elements or Limited Common Elements designated from time to time by the Board of Directors for parking spaces, or in the Garage Units.

No parking shall be permitted in areas posted against parking by the Board of Directors, nor shall any person park so as to block access to a Garage Unit allocated to another Unit Owner, or its open-air parking space.

Other than the spaces which the Board of Directors may allocate from time to time or as specified above, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis, except as the Board of Directors may otherwise determine or as otherwise provided in the Condominium Documents.

All vehicles must be in operable condition and fully licensed and insured for operation on public highways. No inoperable vehicles may be kept or parked or stored on the Property.

No unattended vehicle shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicles or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs, other than ordinary light maintenance, are not permitted on the exterior areas of the Property. Owners may be required to move vehicles in order to facilitate snow plowing.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate and restrict parking, the use and storage of motor vehicles generally, and to adopt fines for noncompliance with this Section 8.8 or the Rules and Regulations governing parking.

§8.9 Leasing and Renting

(a) No Unit may be leased for transient purposes and no Unit may be leased for a period of less than six (6) months except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period.

(b) Not more than forty percent (40%) of the total Units in the Condominium may be leased, including Units owned by the Declarant. The Declarant shall have priority in leasing its Units (up to the 40% cap on leasing of Units) over Units owned by other Owners.

(c) No unit owner shall rent or lease a Unit other than in accordance with a written form of lease with a copy of the Rules and Regulations of the Association attached which contains the following provisions, which shall automatically be incorporated into every lease, rental, license and every other form of rights to occupy a Unit (collectively sometimes referred to herein as

“Lease”):

- (i) The tenant and all other guests, occupants of each Unit shall comply with the Declaration, the Bylaws, and the Rules and Regulations of the Association, and a failure to comply constitutes a default under the Lease and any other rights to occupy a unit;
- (ii) The Board of Directors has the power to terminate the Lease and/or to bring summary proceedings to evict all tenants, guests or other occupants in the name of the Unit Owner after thirty (30) days prior written notice to the Unit Owner in the event of an uncured default by any tenant, guest or other occupant of a Unit in the performance of the Lease or this subsection, but that no notice period need be given in the event of a threat to personal safety or property; and
- (iv) In the event that the payment of Common Expenses, Limited Common Expenses, Assessments, Service Charges and/or other amounts due to the Association becomes more than ninety (90) days past due, the Association may require the tenant or other occupant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Expenses and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the tenant or other occupant shall be conclusive and binding on the tenant and occupants as to the obligation to pay the rent directly to the Association and as to the amount of Common Expenses and other amounts due. The Unit Owner shall have ten (10) days after such notice is sent to file an objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit Owner must state what amounts, if any, which the Unit Owner admits is owed to the Association.

Every Lease shall be in writing with a copy of the Rules and Regulations of the Association attached. The foregoing provisions shall be deemed to be automatically incorporated into every Lease and the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the management company for the Association, and shall provide vehicle information, including make, model, and license plate number of each tenant.

The foregoing provisions of this paragraph (a) shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(d) In the event a tenant, guest or other occupant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Lease and tenancy,

then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within a reasonable time after such notice in the judgment of the Board of Directors, recognizing that no notice period need be given in the event of a threat to personal safety or property.

If such violation(s) is(are) not remedied within said period if applicable, then the Unit Owner shall at his or her own cost and expense immediately institute and diligently evict all tenants, guests or other occupants of the Unit on account of such violation(s). In the event the Unit Owner fails to so act promptly, then the Board of Directors shall have the right, but not the duty, to institute and prosecute such eviction as attorney-in-fact for the Unit Owners and at the Unit Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of Common Expenses and all other amounts due to the Association.

Subject to subsection (b) above, the Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

§8.10 No Liability of Association. The Association shall not be liable for the failure of water supply, sewage disposal and storm water systems, electricity, telephone, or other services to be obtained by the Association or paid for out of the Common Expense or Service Charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Unit or by any other person, or resulting from water which may leak or flow from any portion of the Common Elements or Limited Common Elements, from within the Unit, or from another Unit or from any roof, wire, pipe, drain, conduit, appliance, fixture or equipment, even if due to the alleged fault or negligence of the Association, provided that this shall not impair the scope of any insurance coverage provided by the Association.

The Association shall not be liable to the Unit Owner for loss or damage, by theft, or otherwise, of property which may be stored upon or in any individual Unit or in any of the Common Elements even if due to the alleged fault or negligence of the Association.

No reduction, set-off, diminution or abatement of assessments for Common Expenses or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 9 EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his or her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his or her Unit. In the event that a Unit is not in good standing in the payment of all amounts due to the Association and in the performance of other obligations under this Declaration, then the rights to use all or any portion of the Common Elements may be suspended and services may be withheld in accordance with Rules and Regulations adopted by the Board of Directors but the right to physically gain access the Unit shall not be suspended and the Association may not withhold services provided to a Unit or a Unit Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.

§9.3 Association Access to Units. Upon such notice as may be reasonable at the time, the Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Keys (including electronic keys and key cards) to locked entry doors to every Unit, and any other locked door within the Unit where integral utility or other Common Element or Limited Common Element systems are housed, shall be provided to the Association in order to allow access by the Association and under the direct supervision of the Association's management company as may be authorized by the Board of Directors. Prior notice to and approval by the Board of Directors shall be obtained prior to any Unit Owner changing their locks. If such keys are not provided, the Association and its agents shall have no liability for any damage to doors and/or windows created by gaining entry into a Unit in the event there is a reasonable belief that circumstances exist for which entry is authorized.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§9.5 Ancillary Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

- (i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, data, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.
- (ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided, however, that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements shall not adversely affect either the thermal, fire safety or acoustical character of the Building or impair or structurally weaken the Building.
- (iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided, however, that any such action will not unreasonably interfere with the common use of any part of the Common Elements, or adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the Buildings.

§9.6 Third-Party Easements. The Property, Common Elements (including, but not limited to, the Limited Common Elements) and Units are benefited and/or burdened by certain rights, easements, restrictions, covenants and conditions described in Exhibit A below, and in

such other instruments of record in the Cumberland County Registry of Deeds which affect the Property, Common Elements (including, but not limited to, the Limited Common Elements) and Units.

ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his or her Unit.

§10.2 Identification of Mortgagee. Upon request of the Board of Directors, each Unit Owner who mortgages his or her Unit shall notify the Board of Directors in writing of the name and address of his or her Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall, to the extent required under the Maine Condominium Act, take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage").

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. The Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request), if any, of any one or more of the following events affecting the mortgaged Unit(s):

- i. Default in the payment of Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

- ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;
- iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;
- v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- vii. The merger or consolidation of the Condominium with another condominium;
- viii. The conveyance or subjection to a security interest of any portion of the Common Elements;
- ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and
- x. Any condemnation or casualty loss that affects either a material portion of the Property, or the Unit securing the mortgage of any Eligible Mortgagee.
- xi. Such other events specified in the Condominium Act.”

The terms of this Amendment shall be fully incorporated into the Declaration as if they had been originally established in the Declaration. Except as specifically corrected, clarified and amended herein, the Declaration as recorded shall remain unchanged, and in full force and effect. The Declarant hereby continues to reserve all Development, Declarant and Special Declarant Rights established in the Declaration, and the Act.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, an Eligible Mortgage Holder who has duly qualified as such by properly registering with the Association in accordance with the Condominium Act and Section 10.4 above shall have the right but not the obligation in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. An amendment affecting any of the following is considered material:

- i. Voting rights in the Association;
- ii. Change in percentage liability for Common Expenses, assessment liens for Common Expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;
- iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;
- iv. Responsibility for maintenance and repairs;
- v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;
- vii. Convertibility of Units into Common Elements or vice versa;
- viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- ix. Hazard insurance or fidelity bond requirements;
- x. Imposition of any further restrictions on the leasing of Units;
- xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- xii. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder or by this Declaration or the Bylaws;
- xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;
- xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

If required by Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs for mortgaged units, amendments of a material adverse nature or a decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by Fifty-one percent (51%) of the votes of Units that are subject to such mortgages they hold which are qualified as Eligible Mortgage Holders.

Approval shall be presumed when an Eligible Mortgage Holder or other mortgagee is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

§10.6 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 under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11 INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense the policies of insurance described below to the extent such policies shall be reasonably available as determined by the Board of Directors. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders, if any. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain such comparable insurance as may be reasonably available.

The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§11.2 Property and Casualty Insurance Coverage, Deductible and Exclusions. The Association shall obtain and maintain in effect a broad "special form" fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, subject to the exclusions and limitations as may be set forth in such policies, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common Elements, the Units, and the fixtures, supplies and common personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items and perils customarily excluded from such coverage), without deduction for depreciation, but subject to such exclusions and limitations as may be set forth therein. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount. Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall be responsible for the expense of repair of damage to his or her Unit in the amount of the Association's insurance deductible. The Association shall not be responsible for the costs of repair of uninsured damage to the Unit in the amount of the insurance deductible or due to exclusions and limitations in the Association's insurance coverage unless otherwise required by the Condominium Act.

Such property and casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the Association or the Unit Owners collectively, nor by any failure of the Association or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the Association or the Unit Owners collectively, have no

control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be readily obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage and/or deductible and excluded perils coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 12.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Unit owners or any persons acting under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

Subject to the foregoing, the Association's insurance coverage will include betterments and improvements to a Unit installed after the original construction, but Unit Owners who arrange for the newly installed improvements should report betterments and improvements to the Association so that it may maintain adequate insurance and the Executive Board may elect to assess the increased property insurance premiums resulting from such improvements to the Owners of such Units and Limited Common Elements.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy maintained by the Association shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his or her Unit; if the Unit Owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit Owner and its mortgagee without further liability to the Unit Owner so that the Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The

Board of Directors shall cause the Association's fidelity insurance coverage is at least equal to 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements and then to the Units forming a part of the Property. If only Units are affected by the insured casualty or if the insurance proceeds are insufficient to cover all damages to the Units, then the available insurance proceeds shall be divided in proportion to the total loss among the affected Units. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his or her action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (iv) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than two million dollars (\$2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

- i. The insurer waives any right to claim by way of subrogation against the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner;
- iii. Each Unit Owner is an insured person under the policy with respect to liability arising

out of the ownership of an undivided interest in the Common Elements or membership in the Association;

- iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his or her household;
- v. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance except with respect to any applicable deductible or excluded perils and special coverage limitations.

§11.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- (iii) Flood insurance if any or all of the Property is located in a special flood hazard area in an amount equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national flood insurance Administration program. The Board may elect to purchase additional excess flood insurance coverage; and
- (iv) A blanket or master policy shall be obtained which includes a maximum deductible of one percent (1.00%) of the policy face amount but not to exceed \$10,000 unless approved by the Unit Owners; and
- (v) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, in amounts as determined by the Board of Directors; and
- (vi) Such other insurance as the Board of Directors may determine, or as may be requested by a majority of the Unit Owners or as may be required by Federal National Mortgage Association guidelines or any similar replacement national secondary mortgage market guidelines (including, without limitation, fidelity bond coverage).

§11.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel, substantially modify, or refuse to renew such policy or policies until ten (10) days, and in the case of non-payment ten (10) business days, after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Owner's Separate Insurance. Each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit and personal property in the Unit for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability; Each Unit Owner should also consider obtaining at his or her own expense coverage for loss of use and/or lost rental income. Provided, however, that no Unit Owner shall be entitled to exercise his or her right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association.

Each Unit Owner should notify the Board of Directors in writing of all betterments, upgrades and improvements made by the Unit Owner to his or her Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors.

Neither the Association nor its officers, directors, agents and managers shall have responsibility for ascertaining whether or not the Unit Owner maintains such personal insurance in effect, or whether all betterments, upgrades and improvements have been properly reported.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12 DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of the Property damaged or destroyed by a casualty shall be repaired or replaced promptly by the Association unless:

- i. The Condominium is terminated;
- ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild,

including every owner of a Unit or Limited Common Element which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by insurance shall be a general Common Expense, provided that the owners of the damaged Unit shall be responsible for the costs of the repair of damage to the Unit not covered by the insurance deductible, prorated among all damaged Units if multiple Units are damaged, or such other amount established by the Rules, and for the cost of damage which is uninsured due to damage from water leaks and seepage originating from within their Unit or due to failure to maintain heat, and also for the costs of repairing damage to betterments, upgrades or other improvements unless insured under the Association's policy. For improvements in the basement or other below grade areas, such improvements are at the sole risk of the Owner; the Association shall have no responsibility for the maintenance and repair of such improvements or for mold, water intrusion or damage to such improvements.

§12.2 Application of Insurance Proceeds. If the entire Property is not completely repaired or replaced:

- i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in the Limited Common Elements, shall be distributed to such Unit Owners and their mortgagees; and
- iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the Unit Owners vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a Unit is under construction prior to the creation as a Unit and the time the Unit commences paying common

charges, the Declarant shall be responsible for procuring casualty insurance on such Unit and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

§12.3 Utility Services/Limitation of Liability. Except to the extent otherwise required by law, the Association shall not be liable for the failure of water supply, sewage disposal systems, drainage, electricity, data, telephone, or other services to be obtained by the Association or for injury or damages to persons or property caused by the elements or by the owner of another Unit or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle from another Unit or any portion of the Common Elements or Limited Common Elements or from any roof, wire, pipe, drain, conduit, appliance or equipment, even if due to the alleged fault or negligence of the Association, but these provisions shall not limit the liability of another owner or person to the damaged party nor limit the scope of insurance coverage. The Association shall not be liable to the owner of any Unit for loss or damage, by theft or otherwise of property which may be stored upon or in any individual Unit or in any of the Common Elements.

No set-off, diminution or abatement of assessments for Common Expenses, Limited Common Expenses, Special Assessments or Service Charges, shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Common Elements or facilities or to any Unit, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE 13 TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with the Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Unit Owners to which at least eighty percent (80%) of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of Termination. Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14. EMINENT DOMAIN.

§14.1 Acquisition of Unit(s). If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated

Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his or her mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the Allocated Interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 15 AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act.

In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit Owners under Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or

1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, this Declaration and the accompanying Plats and the Plans may be amended as follows:

- (a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.
- (b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:
 - (i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.
 - (ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either by the Board of Directors or by Unit Owners holding at least ten (10) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.
 - (ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-seven percent (67%) or more of the total percentage in interest of all votes in the Association (or such lesser percentage as set forth in §1602-117 of the Maine Condominium Act, as may be amended) in all cases and such Eligible Mortgage Holders, if any, as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the class of uses to which a Unit may be put without the unanimous consent of the Unit Owners. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.
 - (iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16 GENERAL PROVISIONS

§16.1 Enforcement. A failure to comply with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Governing Documents, (c) to impose fines and penalties in accordance with the Rules and Regulations adopted from time to time, and/or (d) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's and paralegal's fees and expenses all with interest at the rate of 18% per annum.

A delay or failure of the Board of Directors to enforce any covenant, restriction or other provision of this Declaration, the Condominium Act, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes 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 his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws, or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws, and Rules and Regulations, and the application of any such provision,

section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision 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.

§16.5 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, 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.

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

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

§16.9 Disputes with Declarant and Arbitration. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. 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 applicable law in any court having jurisdiction thereof.

ARTICLE 17

NOTICES

§17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid, or if the Unit Owner consents, by electronic mail. Regular monthly common dues statements may be electronically mailed and do not need to be sent by United States mail. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and filed with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the Secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* 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 delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

[SIGNATURE PAGE TO FOLLOW]

WITNESS its hand and seal as of _____, 2025.

CROSS STREET CONDOMINIUMS LLC

Witness

By: _____
Name:
Its:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 2025

Personally appeared before me the above-named _____, _____ of
Cross Street Condominiums LLC, and acknowledged the foregoing Declaration to be his free act
and deed in his said capacity, and the free act and deed of Cross Street Condominiums LLC.

Maine Attorney at Law | Notary Public
Name:
Commission Expiration:

EXHIBIT A
[Legal Description]

A certain lot or parcel of land located in the Town of Scarborough, County of Cumberland and State of Maine, being more particularly described as follows:

Lot 4 as depicted on subdivision plan titled “Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 7, [2]023, and recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 299, as amended by a “First Amendment to Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated July 17, 2024, and recorded in said Registry of Deeds in Plan Book 225, Page 16, as further amended by a “Second Amended Subdivision Plan – Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 11, 2025 and recorded in said Registry of Deeds in Plan Book 225, Pages 195, 196 and 197 (the “Subdivision Plan”).

This conveyance is made SUBJECT TO and TOGETHER WITH the benefit of the matters, easements, and notes set forth or referred to on the Subdivision Plan, including without limitation, (i) perpetual appurtenant easements for access and utilities over Scarborough Downs Road, Cross Street, and Market Street, so-called, as shown on the Subdivision Plan; and (ii) a utility easement granted (or to be granted) in favor of Central Maine Power Company, its successors and assigns.

This conveyance is made further SUBJECT TO and TOGETHER WITH the benefit of the following instruments:

1. Cross Easement Agreement by and between Crossroads Holdings LLC and M&R Holdings LLC, dated December 18, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35365, Page 286, as affected by an Easement Deed and Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated July 31, 2020 and recorded in said Registry of Deeds in Book 37022, Page 338, as further affected by a Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated December 14, 2022 and recorded in said Registry of Deeds in Book 39900, Page 24.
2. Declaration of Covenants of The Downs – Town Center District Subdivision by Crossroads Holdings LLC, dated December 15, 2023 and recorded in the County Registry of Deeds in Book 40530, Page 314; as amended by a First Amendment to Declaration of Covenants of The Downs – Town Center District Subdivision dated April 8, 2025 and recorded in said Registry of Deeds in Book 41373, Page 177; as further amended by a Second Amendment to Declaration of Covenants of The Downs – Town Center District Subdivision dated August 1, 2025 and recorded in said Registry of Deeds in Book 41625, Page 133.
3. Such state of facts as shown and described on a subdivision plan titled “Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 7, [2]023, and recorded in the

Cumberland County Registry of Deeds in Plan Book 223, Page 299, as amended by First Amended Subdivision Plan – Town Center Subdivision dated July 17, 2024 and recorded in said Registry of Deeds in Plan Book 225, Page 16, as further amended by a “Second Amended Subdivision Plan – Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 11, 2025 and recorded in said Registry of Deeds in Plan Book 225, Pages 195, 196 and 197.

4. State of Maine Department of Environmental Protection Site Location of Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order, Approvals L-27956-MX-K-N and L-27956-TG-L-N, dated December 23, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37669, Page 89.

5. Restrictive Use Agreement by and between American House Scarborough LLC and Crossroads Holdings LLC, dated March 3, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40011, Page 153.

6. Terms and conditions as set forth in a Maintenance Agreement for Stormwater Management Facilities entered into by Crossroads Holdings LLC in favor of the Town of Scarborough, dated December 15, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40530, Page 253.

8. 50’ wide utility, access and maintenance easement as shown on the “Subdivision Plan, Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 7, [2]023, and recorded in the Cumberland County Registry of Deeds in Plan Book 223, Page 299, as amended by First Amended Subdivision Plan – Town Center Subdivision dated July 17, 2024 and recorded in said Registry of Deeds in Plan Book 225, Page 16, as further amended by a “Second Amended Subdivision Plan – Town Center Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated June 11, 2025 and recorded in said Registry of Deeds in Plan Book 225, Pages 195, 196 and 197, and conveyed by Crossroads Holdings LLC to CTC Partners LLC by virtue of a Warranty Deed dated March 21, 2024, and recorded in the Cumberland County Registry of Deeds in Book 40665, Page 339.

EXHIBIT B
[Allocated Interests]

<u>Unit #</u>	<u>Unit Type</u>	<u>Building</u>	<u>Sq. Ft.</u>	<u># Votes</u>	<u>% Interest in Common Elements</u>	<u>% Common Expense Liability</u>
102	Harrington	1	682	1.66	1.66%	1.66%
103	Harrington	1	682	1.66	1.66%	1.66%
104	Harrington	1	682	1.66	1.66%	1.66%
213	Harrington	1	682	1.66	1.66%	1.66%
215	Harrington	1	682	1.66	1.66%	1.66%
216	Harrington	1	682	1.66	1.66%	1.66%
218	Harrington	1	682	1.66	1.66%	1.66%
222	Harrington	1	682	1.66	1.66%	1.66%
223	Harrington	1	682	1.66	1.66%	1.66%
326	Harrington	1	682	1.66	1.66%	1.66%
328	Harrington	1	682	1.66	1.66%	1.66%
329	Harrington	1	682	1.66	1.66%	1.66%
331	Harrington	1	682	1.66	1.66%	1.66%
335	Harrington	1	682	1.66	1.66%	1.66%
336	Harrington	1	682	1.66	1.66%	1.66%
439	Harrington	1	682	1.66	1.66%	1.66%
440	Harrington	1	682	1.66	1.66%	1.66%
441	Harrington	1	682	1.66	1.66%	1.66%
443	Harrington	1	682	1.66	1.66%	1.66%
447	Harrington	1	682	1.66	1.66%	1.66%
448	Harrington	1	682	1.66	1.66%	1.66%
437	Hawthorne	1	731	1.78	1.78%	1.78%
445	Meadowlands	1	799	1.94	1.94%	1.94%
106	Monticello	1	684	1.66	1.66%	1.66%
105	Northfield	1	1010	2.46	2.46%	2.46%
109	Northfield	1	1010	2.46	2.46%	2.46%
217	Northfield	1	1010	2.46	2.46%	2.46%
221	Northfield	1	1010	2.46	2.46%	2.46%
330	Northfield	1	1010	2.46	2.46%	2.46%
334	Northfield	1	1010	2.46	2.46%	2.46%
442	Northfield	1	1010	2.46	2.46%	2.46%
446	Northfield	1	1010	2.46	2.46%	2.46%
110	Batavia	1	1037	2.52	2.52%	2.52%

211	Saratoga	1	1073	2.61	2.61%	2.61%
324	Saratoga	1	1073	2.61	2.61%	2.61%
107	Oak Grove	1	1010	2.46	2.46%	2.46%
219	Oak Grove	1	1010	2.46	2.46%	2.46%
332	Oak Grove	1	1010	2.46	2.46%	2.46%
444	Oak Grove	1	1010	2.46	2.46%	2.46%
108	Rosecroft	1	990	2.41	2.41%	2.41%
214	Vernon	1	1010	2.46	2.46%	2.46%
327	Vernon	1	1010	2.46	2.46%	2.46%
101	Tioga	1	949	2.31	2.31%	2.31%
212	Tioga	1	949	2.31	2.31%	2.31%
325	Tioga	1	949	2.31	2.31%	2.31%
438	Tioga	1	949	2.31	2.31%	2.31%
220	Shenandoah	1	1244	3.02	3.02%	3.02%
333	Shenandoah	1	1244	3.02	3.02%	3.02%

48

41,133

100

100%

100%

Garage Units:

<u>Unit #'s</u>	<u># Votes</u>	<u>% Interest in Common Elements</u>	<u>% Common Expense Liability</u>
Garage 1	n/a	n/a	n/a
Garage 2	n/a	n/a	n/a
Garage 3	n/a	n/a	n/a
Garage 4	n/a	n/a	n/a
Garage 5	n/a	n/a	n/a
Garage 6	n/a	n/a	n/a
Garage 7	n/a	n/a	n/a
Garage 8	n/a	n/a	n/a
Garage 9	n/a	n/a	n/a
Garage 10	n/a	n/a	n/a
Garage 11	n/a	n/a	n/a
Garage 12	n/a	n/a	n/a
Garage 13	n/a	n/a	n/a
Garage 14	n/a	n/a	n/a
Garage 15	n/a	n/a	n/a
Garage 16	n/a	n/a	n/a
Garage 17	n/a	n/a	n/a
Garage 18	n/a	n/a	n/a
Garage 19	n/a	n/a	n/a
Garage 20	n/a	n/a	n/a
Garage 21	n/a	n/a	n/a
Garage 22	n/a	n/a	n/a
Garage 23	n/a	n/a	n/a
Garage 24	n/a	n/a	n/a
Garage 25	n/a	n/a	n/a
Garage 26	n/a	n/a	n/a
Garage 27	n/a	n/a	n/a
Garage 28	n/a	n/a	n/a
Garage 29	n/a	n/a	n/a
Garage 30	n/a	n/a	n/a
Garage 31	n/a	n/a	n/a
Garage 32	n/a	n/a	n/a

Storage Units:

<u>Unit #'s</u>	<u>Building</u>	<u># Votes</u>	<u>% Interest in Common Elements</u>	<u>% Common Expense Liability</u>
ST2L1.1	1	n/a	n/a	n/a
ST2L1.2	1	n/a	n/a	n/a
ST2L1.3	1	n/a	n/a	n/a
ST2L3.4	1	n/a	n/a	n/a
ST2L2.5	1	n/a	n/a	n/a
ST2L2.6	1	n/a	n/a	n/a
ST2L1.7	1	n/a	n/a	n/a
ST2L2.8	1	n/a	n/a	n/a
ST2L1.9	1	n/a	n/a	n/a
ST2L1.10	1	n/a	n/a	n/a
ST2L2.11	1	n/a	n/a	n/a
ST3L1.1	1	n/a	n/a	n/a
ST3L1.2	1	n/a	n/a	n/a
ST3L1.3	1	n/a	n/a	n/a
ST3L3.4	1	n/a	n/a	n/a
ST3L2.5	1	n/a	n/a	n/a
ST3L2.6	1	n/a	n/a	n/a
ST3L1.7	1	n/a	n/a	n/a
ST3L2.8	1	n/a	n/a	n/a
ST3L1.9	1	n/a	n/a	n/a
ST3L1.10	1	n/a	n/a	n/a
ST3L2.11	1	n/a	n/a	n/a
ST4L1.1	1	n/a	n/a	n/a
ST4L1.2	1	n/a	n/a	n/a
ST4L1.3	1	n/a	n/a	n/a
ST4L1.4	1	n/a	n/a	n/a
ST4L1.5	1	n/a	n/a	n/a
ST4L1.6	1	n/a	n/a	n/a
ST4L1.7	1	n/a	n/a	n/a
ST4L1.8	1	n/a	n/a	n/a
ST4L1.9	1	n/a	n/a	n/a

Exhibit 4 – Bylaws – Town Center Master Association

**BYLAWS OF
THE DOWNS – TOWN CENTER DISTRICT ASSOCIATION**

**ARTICLE I.
CREATION AND APPLICATION**

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as The Downs – Town Center District Subdivision, Scarborough, Maine (the "Subdivision") located in the Town of Scarborough, Maine (the "Property") to the Declaration of Covenants of The Downs – Town Center District Subdivision, Scarborough, Maine (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is "The Downs – Town Center District Association" (the "Association").

The term "Property" as used herein shall mean the Roads, Potential Future Rights of Way, the Open Space, Common Areas, Common Easements, Stormwater Management Areas, Sewer Pump Stations, stormwater and drainage improvements and facilities, and all easements, rights and appurtenances belong thereto) and all other property intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

The Property is subject to Crossroads Holdings (and M&R Holdings LLC) right to create a true master association ("The Downs Master Association") in the future that will govern certain common infrastructure and amenities within The Downs, which may include hike paths and trails, center and traffic islands, signs and wayfinding signs, and the like. The creation of The Downs Master Association is contemplated and expressly permitted in the Cross Easement Agreement by and between Crossroads Holdings LLC and M&R Holdings LLC, dated December 18, 2018 and recorded in the Cumberland County Registry of Deeds in Book 3536S, Page 286. The Downs Master Association is a "Master Association," as referred to herein.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Declaration.

Section 1.02 Application. All present and future Lot Owners, mortgagees, lessees, licensees and occupants of the Lots, their employees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, if any, as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at 175 Innovation Way, Scarborough, Maine 04074, or such other location as the Board of Directors shall determine.

Section 1.04 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, if any, and the Subdivision Plan, the provisions of the Declaration and Subdivision Plan shall govern.

ARTICLE II.

PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish an association of Lot owners as a mutual benefit corporation pursuant to the Maine Non-Profit Corporation Act for the government, operation and maintenance of the Property under the Declaration; and

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, specifically including those set forth or referred to in the Maine Non-Profit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to:

- (a) Take title to the Roads (unless accepted by the Town), Open Space, Stormwater Management Areas, Common Areas, Common Easements, and the storm water and drainage improvements and facilities when conveyed to it by Declarant;
- (b) Adopt and amend budgets for revenues, expenditures and reserves, and to collect Assessments for the maintenance, repair and replacement and any improvements located in the Roads or road right of way including signs, center islands, sidewalks, esplanades, crosswalks, street signs, pedestrian and street lighting, bollards, beacons, kiosks, landscaping and the like and plowing and removal of snow and debris from the Roads (and any improvements located in the Roads or road right of way including signs, center islands and the like) and trail, on-street, shared and/or trailhead parking (unless accepted as public streets by the Town), Common Easements, Open Space, and stormwater and drainage improvements and facilities (*but not the stormwater facilities that serve only one Lot, which Lot shall be solely responsible for the cost and expense of maintain and repairing the same*), fees and expenses allocated to the Association and each Lot Owner by the Declarant for the marketing of the Property, and the use and enjoyment of the Central Square and Pavilion, and also for certain services provided by the Master Association, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
- (c) Maintain, repair and replace the Roads, Potential Future Rights of Way, Open Space, Stormwater Management Areas, Sewer Pump Stations, and Common Easements and to take all actions required or appropriate to comply with the SLODA Order, Stormwater Ordinance, Stormwater Maintenance Agreement and Post-Construction Stormwater Certification set forth in Exhibit B to the Declaration, including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;
- (d) Purchase and maintain liability insurance for property owned or maintained by the Association and activities conducted by the Association, and property insurance for property owned or leased by the Association;

- (e) Elect the Association's Directors, who shall elect such officers provided in the Bylaws;
- (f) Own or lease such property as may be necessary in order to carry out the purposes of the Association and to grant easements for utilities and public access across the Roads, Potential Future Rights of Way, Common Easements, Open Space, and Stormwater Management Areas;
- (g) Accept an assignment of Declarant's rights and obligations hereunder, and exercise such rights and obligations;
- (h) Adopt and amend Bylaws and Rules and Regulations effective thirty (30) days after being hand delivered or mailed to each Lot owner;
- (i) Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Lot owners on matters affecting the Property, and the Association shall be deemed to be the attorney-in-fact of each Lot owner for such purposes;
- (j) Make contracts and incur liabilities;
- (k) Impose charges and interest for late payment of Assessments and, after notice and an opportunity to be heard, impose reasonable penalties for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- (m) Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;
- (n) Pledge, assign and grant a security interest covering special Assessments made for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Roads, Potential Future Rights of Way, Open Space, stormwater and drainage improvements and facilities, and other Common Easements;
- (o) Exercise any other powers conferred by Declaration or Bylaws; and
- (p) Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Property and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Non-Profit Corporation Act.

Section 2.3 Non-Profit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the common portions of the Property, or by virtue of a rebate of excess membership dues, fees, and Assessments.

ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members of the Association shall consist exclusively of the Declarant, its successors and assigns, and the owners of the Lots in accordance with the Declaration.

Membership is transferable only as provided in the Declaration or these Bylaws. The membership of (a) a Lot owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Lot, and (b) any Condominium Association governing a Lot, shall not terminate unless such Association is permanently dissolved and a successor Association is created, whereupon his, her or its membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Lot, or any portion thereof, or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the members shall be held annually each successive year on the fourth Tuesday in April, or in the event that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Property or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the members may be held at any time upon the call of the Board of Directors, or upon the call of Twenty-five (25%) or more in interest of the members, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly send out notices of the meeting to all members of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of the proposed declaration or bylaw amendment, any budget changes and any proposal to remove an officer or director) shall be sent by the President or Secretary or Assistant Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting. Such notice shall be given to each member listed with the records of the Association as set forth below:

A. By hand delivering it to him or her, or

B. By mailing it, postage prepaid, addressed to the member at the address of the Lot (or Association, if applicable) or any other address designated in writing by that member with the records of the Association; or

C. By emailing it to any email address designated in writing by that member with the records of the Association.

The notice of any meeting shall state the time and place of the meeting, and the items on the agenda, including the general nature of any proposed Declaration or Bylaw amendments, any budget changes and any proposal to remove an officer or director. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the members in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any member shall object at the meeting to the noncompliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business. The order of business at all meetings of the members shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the members or of the Board of Directors, Robert's Rules of Order as then amended shall be followed, except in the event of conflict the terms of these Bylaws or the Declaration as the case may be shall prevail.

Section 3.8 Quorum. The presence at the beginning of any meeting of the Association, in person or by proxy of members whose aggregate voting interest constitutes more than fifty

percent (50%) of the total interest therein shall constitute a quorum for the transaction of all business.

Section 3.9 Voting.

Members of the Association shall be allocated such number of votes for each Lot commensurate with the allocation of Assessments for each Lot, as set forth in Section 6.2(D). If a Lot is submitted to the provisions of the Maine Condominium Act, a representative of the resulting Condominium Association shall be entitled to cast all of the votes allocated to that Lot. To the extent (a) any Lot is further subdivided, or (b) the Declarant exercises its reserved rights under Section 3.6 of the Declaration and creates additional Lots, such additional lots shall be allocated votes commensurate with the allocation of Assessments for each lot, as set forth in Section 6.2(D).

Even if the Declarant may terminate the Declarant Control Period early, as provided for in Section 4.1 below, for so long as the Declarant continues to have the reserved rights specified under Section 3.6 of the Declaration, the Declarant shall be entitled to a majority vote in the Association.

B. Multiple owners of a Lot shall be deemed one owner. If only one of the multiple owners of a Lot is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Lot. If more than one of the multiple owners is present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that Lot unless any of the other owners of the Lot promptly protests to the person presiding over the meeting.

C. Votes allocated to a Lot may be cast pursuant to a written and dated proxy duly executed by a Lot owner, and filed with the Secretary. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed written proxy. A Lot owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Lot owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Lot has not been so transferred, he shall satisfy the secretary that he so holds title to the Lot.

E. The Declarant may exercise the voting rights pertaining to any Lot to which it retains title. No vote pertaining to a Lot owned by the Association may be cast, and the voting interest of such a Lot shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. Notwithstanding the foregoing, the election of Directors may be conducted by mail or email. To the extent required by the Act, for the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Lot owners are present.

G. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services. The Association shall provide reasonable cooperation in arranging such services. The President's decision as to such matters shall be binding.

H. The merger of any Lot with another Lot shall not cause a loss in voting rights for the Lot(s) so merged. In other words, if two Lots are merged into one Lot, the merged Lot shall have two (2) votes, one for each of the original Lots.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 3.11 Unanimous Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the members (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the members entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the members.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors initially appointed by the Declarant. Ninety (90) days after the conveyance of one hundred percent (100%) of the Lots (including Lots, any units created as a result of a Lot being submitted to the provisions of the Maine Condominium Act, and any Lots that are created as a result of the additional of land to the Property pursuant to Section 3.6 of the Declaration) by Declarant (the "Declarant Control Period" as defined in the Declaration), but excluding any conveyance to a successor Declarant, the members shall elect five (5) directors, at least three of whom shall be representatives

designated by the Declarant (unless the Declarant fails or refuses to designate such representatives). Two (2) of the initial directors shall be elected for a term of three (3) years, two (2) shall be elected for a term of two (2) years, and the remaining one (1) director shall be elected for a term of (1) year. The non-Declarant directors shall each be owners of a Lot, or if a Lot owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. The number of directors may be changed by vote of the members at an annual meeting, subject to the minimum five (5) and the maximum seven (7) number of directors, and further provided that a reduction in the number of directors shall not shorten the term of any incumbent directors.

Notwithstanding the foregoing, at its election, the Declarant may terminate the Declarant Control Period at any time by recording a notice in the Cumberland County Registry of Deeds. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace, from time to time, any and all members of the Board of Directors and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Lot Owners.

Section 4.2 Election and Term of Office. At the expiration of the initial term of office of each director, his or her successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his or her successor has been elected.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws specifically reserved to the members.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the members of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Property, including the maintenance, repair and replacement thereof;
- C. Determination and collection of Assessments for common expenses, and also for certain services provided by the Master Association, from the owners of Lots, and the regulation of its fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of common portions of the Property and for contingencies;

E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the common portions of the Property, and to fix the terms of their engagement and their compensation and authority; and

F. Designation of executive and other committees.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, the resignation of a Director, the removal of a Director by a vote of the members, or by the expiration of the Declarant Control Period shall be filled by vote of the vote of the remaining directors. Vacancies in the Board of Directors prior to the expiration of the term of a director shall be filled by vote of the vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by not less than sixty-seven percent (67%) of the votes of the members, with or without cause. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the members' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the members before or after the services are undertaken.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association and at the same place; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Lot, or by mail, email or telephone, at least Ten (10) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director, given personally or by delivery to his or her Lot, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of Two (2) or more Directors.

Section 4.12 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Board of Directors' Quorum. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least three directors or of the majority of directors then in office, whichever is less, shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.14 Unanimous Action. Unless otherwise expressly prohibited by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board. Notwithstanding the foregoing, the election of officers may be conducted by mail or email.

Section 5.3 Removal of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and

his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors.

Section 5.5 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also, in the absence of the President, exercise the powers and perform the duties of the President. He or she shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the members of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association.

Section 5.6 Secretary. The Secretary shall keep and certify the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor. The Board of Directors, may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to Declaration. The Secretary shall prepare amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI FISCAL AFFAIRS AND ADMINISTRATION

Section 6.1 Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

Generally, the Association shall keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at its registered office or principal office in this State a record of the names and addresses of its Members entitled to vote.

In accordance with the Maine Nonprofit Corporation Act, all books and records (including financial records) of the Association may be inspected by any officer, Director or Member or by an officer's, Director's or Member's agent or attorney, for any proper purpose at any reasonable time, as long as the officer, Director or Member or the officer's, director's or Member's agent or attorney gives the Association written notice at least five (5) business days before the date on which they wish to inspect and copy any books or records. The only proper purpose for which a Member may inspect and copy books or records under this section is the purpose of enabling the Member to fulfill duties and responsibilities conferred upon Members by the Association's Articles of Incorporation or these Bylaws of the Association or by law. The Association may require the Officer, Director or Member or the officer's, director's or member's agent or attorney to pay the reasonable cost of the copies made and may impose reasonable restrictions on the use or distribution of the records by such a person.

Section 6.2 Budget and Assessments.

A. Until the later of fifty (50) years from the sale of the first Lot or until the owners of Lots subject to this Declaration have assumed self-government of the Association, the Declarant may elect to charge owners for their proportionate share of the Assessments and may pay the expenses of the Association directly. The Declarant may contribute goods and services in kind for the benefit of the Association, which shall be credited to its obligation to pay Assessments.

Once the Association has assumed liability for expenses, the Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses. Within thirty (30) days of the adoption of the proposed budget, the Board shall send a summary of such budget to each member. The Board shall call a meeting of the members to review the budget; unless at that meeting the budget is rejected by seventy percent (70%) of the votes of the members, the budget shall be deemed to have been ratified. Unless the budget is rejected, the members shall pay the amounts specified in the proposed budget adopted by the Board.

B. The Association's budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items as further set forth in the Declaration:

- i. Management and administration expenses;
- ii. The cost of operation, repairs, maintenance, replacement, and improvements of the common portions of the Property, and such parts of the Roads and Private Roads (and any improvements located in the Roads or road right of way including signs, center islands, sidewalks, esplanades, crosswalks, street signs, pedestrian and street lighting, bollards, beacons, kiosks, landscaping and the like), trails, on-street, shared and/or trailhead parking, Common Easements, Open Space, and stormwater and drainage improvements and facilities (*but not the stormwater facilities that serve only one Lot, which such Lot shall be solely responsible for the cost and expense of maintain and repairing the same*), which the Association is responsible for the maintenance repair and replacement of;

- iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;
- iv. Marketing fees with respect to or associated with the Property, as well as the fees and expenses allocated to the Association and each Lot Owner by the Declarant for the use and enjoyment of the Central Square and Pavilion;
- v. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Property (the Association is obligated to maintain, all to be held in a segregated fund in a Maine financial institution; and
- vi. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

C. Until an annual budget is adopted by the Board, the members shall continue to pay the amount of Assessments which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may send periodic statements to members showing the amount of assessments due, but each member shall pay his or her Assessments promptly when due regardless of whether such a statement is sent.

D. Each member shall pay his or her share of Assessments, without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income as defined herein. The allocation of Assessments between each Lot shall be based upon the types of use located on each Lot (e.g., retail, residential, mixed-use, grocer, office), the level or degree to which certain Common Areas, and services or utilities provided by the Association, are used (sometimes exclusively) by such Lot, or whether they directly or indirectly benefit by such Common Areas, services and/or utilities. In addition, the Board of Directors may take into consideration, in allocating Assessments between Lots, a variety of metrics including, but not limited to, (i) square footage of the Lot or Structures, (ii) amount of linear frontage on a Road or Potential Future Right of Way, (iii) number of dwelling units, (iv) number of parking spaces, (v) types of use (e.g., retail, residential, mixed-use, grocer, office), (vi) intensity of end-users, and (vii) whether a Lot is served by dedicated (i.e., non-shared) parking spaces.

The Open Space, Stormwater Management Areas, Lots 5 and 9 (the Lots upon which the Sewer Pump Stations are located) are not liable for the payment of Assessments.

Each member shall become liable to the Association, and a lien shall arise against its Lot, for its entire fractional share of the assessments at the commencement of the pertinent fiscal period.

Each member may pay his or her share of the Assessments in one annual installment due within thirty (30) days of the start of the calendar year, or such longer time as may be given by the Association. The Association shall also have the right to accept such annual installment of

Assessments in two or more payments, with dates of such payments shall also be determined by the Association.

The Declarant may contribute goods and services in kind for the benefit of the Association, which shall be credited to its obligation to pay Assessments, if any.

E. If any member shall fail or refuse to pay to the Association when due his or her share of the assessments, user fees and penalties, thereafter the amount thereof shall bear interest at the rate of eighteen percent (18%) per annum or such other rate as may be set by vote of the Board prior to the date on which the payment came due. Such Assessments with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Lot of such member. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments, including penalties, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or director of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts. In any action to foreclose the lien for Assessments, late charges, penalties, interest, and costs of collection including reasonable attorneys' fees against any owner of a Lot, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Lot owners shall have the power to bid and acquire such Lot at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Lot. Suit to recover a money judgment for unpaid Assessments and penalties due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

The lien is extinguished unless action to enforce the lien is started within Six (6) years after the full amount of the Assessment becomes due.

Section 6.3 Revised and Special Assessments. If at any time the Board shall determine the amount of the Assessments to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the members at least thirty (30) days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year, which shall be paid as determined by the Board, subject to the rights of the members to reject such amendment by not less than seventy percent (70%) of the votes of the members at a meeting of the members called within such thirty (30) day period at the request of not less than twenty-five percent (25%) of the members.

The Board may, upon determining that circumstances exist which requires immediate assessment of the members, make special assessments, not to exceed an amount equal to one sixth of the then current annual Assessments for each Lot, unless approved by the members, which shall be due and payable when delivered to the members.

Section 6.4 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.5 Capital Improvements. The approval of a majority in interest of all the members shall be required to make a capital improvement to the Property in an amount in excess of thirty-five percent (35%) of the aggregate assessments against all the members over the prior fiscal year, and in such event the cost thereof shall be assessed to all Lot owners as an Assessment.

Section 6.6 Use of Lots. All Lots shall be utilized in accordance with the provisions of the Bylaws, Declaration, and Rules and Regulations, if any.

Section 6.7 Enforcement of Declaration and Bylaws. Every Lot owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Assessments, damages or fees due from such Lot foreclosing its lien for assessments, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations, if any, against such owner or any occupant of such Lot.

Section 6.8 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Property, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Property as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each member, and thereafter shall be binding upon all members of the Association, and their guests and invitees.

The members may reject or amend Rules and Regulations by vote of not less than seventy percent (70%) of the votes of the members, and such decision shall be binding on the Board of Directors.

Section 6.9 Right of Entry. Upon such prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Lot in case of any emergency originating in or threatening such Lot, or adjoining common portions of the Property whether or not the owner or occupant is present at the time.

ARTICLE VII SALE, LEASE, RENTAL OR OTHER TRANSFER OF A LOT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Lot, shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations, if any, of the Association.

Section 7.2 Liability for Assessments, Etc. In the transfer of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid Assessments, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid Assessments against the Lot, and the grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for any Assessments arising before the statement date in excess of the amount therein set forth.

ARTICLE VIII. EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise unanimously voted by the Board of Directors.

ARTICLE IX. GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Lots, and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Property or for the preservation of the health, safety, convenience and welfare of the owners of the Lots upon at least thirty (30) days' notice to the members unless a special meeting of the members is called within such period and the members vote, by not less than seventy percent (70%) of the votes of the members at a meeting duly called, to reject such grant. No such rights may be created through any Lot, other than the Common Easement areas without the written consent of the owners thereof and that no such easement shall materially impair the use and enjoyment of the Lots.

Section 9.2 Utility Services/Limitation of Liability The Association shall not be liable for the failure of water supply, sewage disposal systems, the Sewer Pump Station, stormwater systems, Roads, electricity, telephone, or other services to be obtained by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any Lot, or by any other person, or resulting from electricity, water, snow or ice which may leak, fall or flow from or settle on any portion of the Property or from any roof, wire, pipe, drain, conduit, stormwater facility, or any

other appliance or equipment. The Association shall not be liable to the owner of any Lot for loss or damage, by theft, or otherwise, of property which may be stored upon or in any Lot, or in any other portion of the Property. No set-off, diminution or abatement of Assessments shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the Property or to any Lot, or from any action taken by the Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE X. LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No director or officer of the Association shall be liable for acts or defaults of himself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or gross negligence.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, director, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or gross negligence towards the Association or absent a final adjudication thereof, excepting such matters in which the Board of Directors (excluding any interested Director) determines any such person acted with willful misconduct or gross negligence. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a director, officer, agent or employee of the Association against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Lot owners, as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Lot owners, and such complaints shall be defended by the Association. The Lot owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI. BY-LAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time: (a) by the Declarant during the Declarant Control Period, or until the construction, marketing and sale of all Lots (including any units created as a result of any Lot being submitted in the provisions of the Maine Condominium Act, and any Lots that are created

as a result of the additional of land to the Property pursuant to Section 3.6 of the Declaration) is completed, whichever is longer; or (b) following the expiration or termination of the Declarant Control Period, by seventy percent (70%) of the votes of the members of the Association at a meeting duly called for the purpose, PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Town, to the extent applicable; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed in evidence the propriety of such amendment or modification by the Secretary and President of the Association.

So long as the Declarant owns any portion of the Property, any amendments of these Bylaws or the Rules and Regulations shall be effective only if approved in a written instrument or instruments executed by the Declarant, its successors or assigns.

Section 11.2 Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply.

Exhibit 4.1 - Bylaws – Cross Street Condominium Association (*draft*)

BYLAWS OF CROSS STREET CONDOMINIUM ASSOCIATION

ARTICLE I. **CREATION AND APPLICATION**

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as **CROSS STREET CONDOMINIUM** (the "Condominium") located in the Town of Scarborough, Maine to the Maine Condominium Act pursuant to the Declaration of Cross Street Condominium (the "Declaration") as recorded in the Cumberland County Registry of Deeds. The name of the corporation is **CROSS STREET CONDOMINIUM ASSOCIATION** (the "Association").

The term "Property" as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Car Port Units, the Storage Units, the Common Elements, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

The Property is also subject to the Master Declaration of Covenants of The Downs – Town Center District, dated December 15, 2023 and recorded in the County Registry of Deeds in Book 40530, Page 314, as it may be amended or supplemented from time to time (the "Master Declaration"). The Master Declaration establishes the Downs – Town Center Master Association (the "TC Master Association"), which maintains certain subdivision-wide infrastructure and provides certain subdivision-wide services for which the Association (and the Unit Owners) are responsible to pay a proportionate share of. Furthermore, the Property is subject to Crossroads Holdings (and M&R Holdings LLC) right to create a true master association ("The Downs Master Association") in the future that will govern certain common infrastructure and amenities within The Downs, which may include bike paths and trails, center and traffic islands, signs and wayfinding signs, and the like. The creation of The Downs Master Association is contemplated and expressly permitted in the Cross Easement Agreement by and between Crossroads Holdings LLC and M&R Holdings LLC, dated December 18, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35365, Page 286, as affected by an Easement Deed and Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated July 31, 2020 and recorded in said Registry of Deeds in Book 37022, Page 338, as further affected by a Release by and between M&R Holdings LLC and Crossroads Holdings LLC, dated December 14, 2022 and recorded in said Registry of Deeds in Book 39900, Page 24. The TC Master Association and The Downs Master Association are each a "Master Association," as referred to herein.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration, and if not defined in the Act or the Declaration, then defined in the Master Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, guests, invitees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at 175 Scarborough Downs Road, Suite 113, Scarborough, Maine 04074, or such other location as the Board of Directors shall determine.

Section 1.04 Interpretation. In the event of any conflict or discrepancy among the Declaration including the Plat and Plans, the Bylaws, and the Rules and Regulations, the provisions of the Declaration shall govern.

ARTICLE II. PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish a nonprofit corporation pursuant to the Declaration, the Maine Nonprofit Corporation Act and the Maine Condominium Act for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Declaration and the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Nonprofit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to, subject to the reserved rights of the Declarant:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments from Unit Owners for Common Expenses and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from Road, private roads (or Private Alleys) (and any improvements located therein, or road right of way including sidewalks, signs and wayfinding signs, traffic and center islands and the like), on-street parking (unless accepted as public streets by the Town), bike paths and trails, traffic islands, wayfinding signs, and the like Common Areas, Common Easements, Open Space, and stormwater and drainage improvements and facilities, the administration and enforcement of the Declaration and such other purposes as may be approved by the members or as provided herein;
- C. To maintain, repair and replace the Common Areas, Common Elements and Limited Common Elements and to take all actions required or appropriate to comply with the Stormwater Ordinance, Stormwater Maintenance Agreement, (i) Maine Department of Environmental Protection Site Location of Development Act Long-Term Construction Project Findings of Fact and Order, Approval L-27956-26-F-N, dated May 11, 2020, and recorded in the Cumberland County Registry of Deeds in Book 36957, Page 159, and (ii) Maine Department of Environmental Protection Site Location of Development Act, Natural Resources Protection Act, Freshwater Wetland Alteration Water Quality Certification Findings of Fact and Order, Approvals L-27956-MX-K-N and L-27956-TG-L-N, dated December 23, 2020 and recorded in the Cumberland County Registry of Deeds in Book 37669, Page 89, and Post-Construction Stormwater Certification, including the expenses of inspections report to evaluate compliance with these requirements to be submitted annually to the Town;

- D. Hire and terminate managers and other employees, agents, and independent contractors;
- E. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit Owner for such purposes;
- F. Make contracts, borrow money and incur liabilities;
- G. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit Owners affected;
- H. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;
- I. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- J. Grant easements, leases, concessions, and licenses for public utilities and other facilities servicing or benefiting the Property through or over the Common Elements upon notice to the Owners as set forth in Section 9.1;
- K. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;
- L. Impose charges and interest for late payment of Common Expense Assessments, Service Charges, fees and, after notice and an opportunity to be heard, impose reasonable penalties and fines for violations of the Declaration, the Master Declaration, Bylaws, and Rules and Regulations of the Association;
- M. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Expense assessments and Service Charges or resale certificates furnished in accordance with the Maine Condominium Act;
- N. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- O. Pledge, assign and grant a security interest covering all revenues including regular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote of the Unit Owners;
- P. Exercise any other powers conferred by the Declaration, or these Bylaws, and the Rules and Regulations;
- Q. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act and the Maine Condominium Act; and

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Nonprofit Corporation Act and the Maine Condominium Act.

Section 2.3 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the nonprofit purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, Common Expense assessments, or Service Charges.

ARTICLE III ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit Owners entitled to the distribution proceeds or their heirs, successors and assigns. There shall be one class of members. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit Owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Unit accomplished in accordance with the Declaration, whereupon his or her membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the Unit Owners shall be held annually each successive year on the third Wednesday of April or if that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the Unit Owners may be held at any time upon the call of the Board of Directors, or upon the call of thirty percent (30%) or more in voting interest of the Unit Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary, President or any other person designated by the Board of Directors shall promptly cause notices of the meeting to be sent to all Unit Owners. No business may be conducted at a special meeting except as stated in the notice of the meeting.

Section 3.4 Notice of Owners Meetings. A written notice of each meeting of the Unit Owners, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or Board Member) shall be sent at the direction of the President or Secretary or by another person designated by the Board of Directors or their designee at least ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, provided that for meetings to consider the rejection of a budget or budget amendment notice shall be accompanied by a mailing of the budget summary if so required by Section 1603 103(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed with the records of the

Association as set forth below and to each Eligible Mortgage Holder, if any, and as required by the Declaration:

- A. By hand delivering it to the Unit Owner or leaving it at the Unit, or
- B. By mailing it, postage prepaid, addressed to the Unit Owner at the address of the Unit or any other address designated in writing by that Unit Owner with the records of the Association, or
- C. Notices may be sent by email or other types of electronic communications in compliance with the Condominium Act if specifically authorized by the Member, notices.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the Unit Owners in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any Owner shall object at the meeting to the non-compliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business for Owners Meetings. The order of business at all meetings of the Unit Owners shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Review and approval of the minutes of preceding meeting.
- D. Reports of Officers.
- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Board of Directors, Robert's Rules of Order as then amended or any similar provisions as may be adopted by the Rules and Regulations shall be followed, except that in the event of conflict of Robert's Rules of Order with these Bylaws or the Declaration or any applicable provisions of the Rules and Regulations, as the case may be, then the later documents shall prevail.

Section 3.8 Quorum. The presence in person or by proxy at the beginning of any meeting of the Association of the Unit Owners whose aggregate voting interest constitutes not less than twenty percent (20%) of the total voting interest therein shall constitute a quorum for the transaction of all business.

The Unit Owners present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or her or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.

B. Multiple owners of a Unit shall be deemed one member. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Unit Owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the vote allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly signed by a Unit Owner and filed with the Secretary or the Secretary's designee. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice, as determined by the Secretary or other person designated by the Board of Directors of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. Written proxies, ballots and other records pertaining to voting by Owners shall be retained for one year after the election, action or vote to which they relate.

D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Unit.

E. The Declarant may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.

F. As specified in the Declaration, each Unit shall each have the number of votes allocated by a formula represented by a fraction wherein the numerator is the square footage of a Unit, and the denominator is the total square footage of Units in the Condominium which have been declared, subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B of the Declaration (as it may be amended) shall control in any event. Neither the Car Port Units nor the Storage Units have no voting rights. A "majority" vote means the affirmative vote of more than fifty percent (50%) of the voting interests.

G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the

total voting interest as set forth in the Declaration, regardless of whether or not such Unit Owners are present.

H. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone or video services. The Association shall provide reasonable cooperation in arranging such services. The Board of Director's decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by the President subject to change by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting if adjourned to a date which is less than thirty (30) days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When any meeting is adjourned, for whatever reason, for thirty (30) days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the Association may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners without a Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the Unit Owners entitled to vote on such action and are filed with the Secretary or other person designated by the Board of Directors as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) natural persons appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect three (3) natural persons as directors (the "Directors"). The number of Directors may be increased, from time to time, by a Majority Vote of the Members, to not more than five (5) natural persons. A majority of directors shall be the owner or the spouse of an owner of a Unit, or if a Unit Owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary, appointed personal representative, or designated agent thereof.

Section 4.2 Election and Term of Office and Resignation. Upon the expiration of the Declarant Control Period as defined in the Declaration, the initial Directors shall be elected as follows: one (1) for a term of three (3) years, one (1) for a term of two (2) years, and one (1) for a term of one (1) year. At the expiration of the initial term of office of each Director, his or her successor shall be elected to serve a term of three (3) years so that the terms remain staggered. Notwithstanding the foregoing, a director shall hold office until his or her successor has been elected and taken office. A Director who replaces a Director before his or her or her term expires shall serve out the remaining term of such Director.

A Director may at any time resign his/her office by a resignation in writing delivered to the President or Secretary. Such resignation shall be effective upon receipt, unless otherwise stated, and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the Unit Owners.

In accordance with the Maine Nonprofit Corporation Act, a Director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Director reasonably believes to be in the best interests of the Association.

In discharging the Director's duties, a Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association or its management company whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel or a public accountant or a manager or other person as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the Unit Owners of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;
- C. Subject to the Declaration the determination and collection of assessments for Common Expenses, Limited Common Expenses, Special Assessments and Service Charges, and also for certain services provided by the Master Association, including, but not limited to, the maintenance, repair and replacement of and plowing and removal of snow and debris from the Roads, private alleys (and any improvements located therein, or road right of way including sidewalks, signs, center islands and the like) and on-street parking (unless accepted as public streets by the Town), Common Areas, Common Elements, Limited Common Elements, Open Space, and stormwater and drainage improvements and facilities;
- D. Establishment of reserves for the maintenance, repair and replacement of Common Elements (including without limitation the Limited Common Elements) and for contingencies.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees and appointment of committee members to serve at the pleasure of the Board.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of Directors may employ on behalf of the Association, a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on thirty days' notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, resignation, or the removal of a Director by a vote of the Unit Owners, or by the expiration of the Declarant Control Period shall be temporarily filled by vote of the remaining Directors until the replacement is elected by the Unit Owners at the then or next annual meeting, and provided that if the Unit Owners vote to remove a Director they may elect a replacement Director at that Owners' meeting without need to give express notice of such election. All such replacement Directors elected by the Owners shall serve for the remainder of the unexpired term of the former Director.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a two thirds (2/3) in interest vote of the Unit Owners. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Unit Owners' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors or officers for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Unit Owners before or after the services are undertaken. Directors and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as approved by vote of the Board of Directors.

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following or within ten (10) days after the annual meeting of the Association; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Unit or by telephone or by email, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon the written request of a majority of the Directors then in office. Three (3) days' notice of special meetings shall be given to each Director personally or by delivery to his or her Unit, or by telephone or by email, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice by Board Members. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Required Notice of Board Meetings to Unit Owners. In accordance with the Maine

Condominium Act, the Board of Directors shall give timely notice reasonably calculated to inform unit owners of the date, time and place of and topics proposed to be discussed at meetings of the Board of Directors, including without limitation the general nature of any proposed amendment to the Declaration, the Bylaws, or the Rules and Regulations, any budget changes and any proposal to remove an officer. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail or by other means, but actual notice need not be delivered to each unit owner. Failure of a unit owner to receive notice does not invalidate any action taken by the Board of Directors at a meeting.

Section 4.14 Attendance at Board Meetings by Unit Owners. Unit Owners have the right to attend meetings of the Board of Directors, subject to reasonable rules established by the Board of Directors. In the discretion of the presiding officer and on such terms as he or she may establish, individual Unit Owners may speak at meetings of the Board of Directors.

The Board of Directors may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to:

- (i) Consult with the Association's attorney concerning legal matters;
- (ii) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iii) Discuss labor or personnel matters;
- (iv) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
- (v) Prevent public knowledge of the matter to be discussed if the Board of Directors determines that public knowledge would violate the privacy of any person.

A final vote or action may not be taken during an executive session.

Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet. At all meetings of the Board of Directors, the presence at the beginning of a meeting of persons entitled to cast at least fifty percent (50%) of the votes of the Directors, including shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or internet speakerphone, or video or video conferencing software, at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.16 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers and Standard of Care. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office until the first meeting of the Board of Directors following the next annual meeting of Unit Owners and until their successors are chosen and qualified; provided, however, that all officers and committee members shall hold office at the pleasure of the Board.

In accordance with the Maine Nonprofit Corporation Act, an officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association and its Unit Owners.

Section 5.3 Removal and Resignation of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Any officer may at any time resign his or her office by a resignation in writing delivered to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the Unit Owners or directors, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which are incidental to the office of President of a Maine business corporation. The President shall also be the Association, Board of Directors and Condominium Unit Owners duly appointed and authorized representative at all meetings of the TC Master Association.

Section 5.5 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Unit Owners of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have all of the powers and duties which are incidental to the office of treasurer of a Maine business corporation.

Section 5.6 Secretary. The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors and of the Association (but may delegate the act of keeping minutes), shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary or their designee shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall

be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.7 Auditor. The Board of Directors may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing, to act as auditor of the Association and to perform such audits, reviews and fiscal duties as may be requested by the Association.

Section 5.8 Amendments to the Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

ARTICLE VI FISCAL AFFAIRS AND ADMINISTRATION.

Section 6.1 Accounting and Records.

A. Books and accounts of the Association and income tax returns shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Unit Owners with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

B. In accordance with the Maine Condominium Act, the Association must retain the following records:

- (1) Records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records for the past six (6) years;
- (2) Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the unit owners or Board of Directors without a meeting and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
- (3) The names of current Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the US Mail addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Unit Owner is entitled to cast, and email addresses of Owners may be furnished only if the Unit Owner has consented;
- (4) Copies of its original or restated organizational documents and bylaws and all amendments to them and all rules currently in effect;
- (5) All financial statements and tax returns of the Association for the past three (3) years;
- (6) A list of the names and addresses of its current Board of Directors members and its current officers;
- (7) The Association's most recent annual report delivered to the Secretary of State;
- (8) Financial and other records sufficiently detailed to enable the Association to comply with section 1604-108 of the Maine Condominium Act;
- (9) Copies of current contracts to which the Association is a party;
- (10) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and

- (11) Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate.

C. Subject to the limitations set forth below and to the extent required by the Maine Condominium Act, all records retained by the Association must be available for examination and copying by a Unit Owner or the Unit Owner's duly authorized agent during reasonable business hours or at a mutually convenient time and location; and upon 10 days' notice in writing reasonably identifying the specific records of the Association requested.

Provided however that records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- (i) Personnel, salary and medical records relating to specific individuals;
- (ii) Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (iii) Existing or potential litigation or mediation, arbitration or administrative proceedings;
- (iv) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or Rules and Regulations;
- (v) Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- (vi) Information the disclosure of which would violate any governmental law or regulation, other than the Maine Condominium Act;
- (vii) Records of an executive session of the Board of Directors; or
- (viii) Individual unit files other than those of the requesting unit owner.

The Association may charge a reasonable fee for providing copies of records under this Section and for supervising the Unit Owner's inspection. The Association is not obligated to compile or synthesize information.

The right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner, but the Association may require the advance payment of the reasonable fee as set forth above.

Information and records provided pursuant to this Section may only be used in connection with the management of the Association and the duties, rights or responsibilities of Unit Owners, officers or Directors under this Act or the Association's governing documents, and may not be used for commercial purposes or for any other purpose not reasonably related to authorized uses. The recipient may be required to confirm that the records and information received will be used in compliance with these restrictions.

Section 6.2 Budget and Assessments.

A. The Board of Directors shall cause an annual budgets to be prepared based on its estimate of annual income and expenses and shall review and adopt said budgets annually. Within thirty (30) days of the Board's adoption of the proposed budget, the Board shall send a summary of such budget to each Unit Owner.

The budget shall be assessed to all Unit Owners and must be approved by a majority of all Directors.

The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest vote of all Unit, then the budget shall be deemed to have been ratified whether or not a quorum is present. Unless the budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board.

As set forth in the Declaration and the Act, certain special assessments payable over a period extending beyond one fiscal year require the approval by a majority in interest vote of all the Unit Owners, and in the event of an emergency the Board of Directors may make special assessments in an amount not to exceed two months common charges without need for approval by the Unit Owners.

B. The budgets shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:

- i. Management and administration expenses;
- ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Buildings or Units which the Association is responsible for the maintenance, repair and replacement of;
- iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a Service Charge is assessed;
- iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, and the roads, private alleys, Common Areas, Common Easements, Open Space, and stormwater and drainage improvements and facilities the TC Master Association is obligated to maintain, all to be held in a segregated fund in a Maine financial with an office in the State of Maine or in obligations of the United States of America; and
- v. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.

The Board of Directors shall have the power to expend funds and incur expenses that are reasonably anticipated to cause the aggregate amount of all such expenditures including contributions to reserves, not to exceed 10% of the total annual budget, with any greater amounts requiring the ratification of a new budget by the Unit Owners except in an emergency.

C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of Common Charges, special assessments and Service Charges due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.

D. Each Unit Owner shall be personally responsible to pay his or her share of Common Charges and assessments without setoff or deduction, which shall be an amount equal to the

applicable Association budgets, net of other income and Service Charges as defined herein, multiplied by his or her respective common expense liability as set forth in Section 3.4 and Exhibit B of the Declaration. If the Board of Directors reasonably determines that any member of the Association does not directly or indirectly benefit from a particular service provided by the Association (or benefits less than other members from a particular service), then it has the discretion allocate Assessments for such service based upon the amount of benefit received by each member.

Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period. Each Unit Owner may pay his or her share of the Common Expense assessments in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full if so directed by the Board of Directors.

E. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments or any other Service Charges, user fees and penalties, fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Expense assessments and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Recording of the Declaration constitutes record notice and perfection of the lien for Common Expense assessments, Service Charges, user fees, including penalties, fines, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or Board Member of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

F. If such payments are not received within thirty (30) days after they become due, the Board shall be entitled to exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent Owner's Unit under the Forcible Entry and Detainer Laws of Maine as amended from time to time. The delinquent Unit Owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Expense assessments, assessments, Service Charges, user fees, late charges, penalties, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit Owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, assessments, Service Charges, user fees and penalties, fines due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within Five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to any Unit Owner, Car Port Unit Owner, Storage Unit Owner, or group of owners of such Units benefited thereby, and shall be paid, unless otherwise established by the Board of Directors, by

the Unit Owner, Car Port Unit Owner, or Storage Unit Owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit, the Car Port Unit, and the Storage Unit of the same status as a lien for Common Expense assessments set forth in Section 6.2.

Section 6.4 Revised, Emergency and Special Assessments.

A. Revised Assessments. If at any time the Board shall determine the amount of any of the budgets is inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners at least thirty days prior to the date on which it becomes effective, a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget, all subject to the rights of Unit Owners to reject such amendment by a two thirds (2/3) in interest vote at a meeting of said Unit Owners called within such 30 day period.

Upon determining that an emergency exists which requires the immediate assessment of the Unit Owners, the Board may make a one-time additional Common Expense assessment, not to exceed an amount equal to two (2) months current regular Common Expense assessment for each Unit unless a greater amount is ratified by the Unit Owners in accordance with normal budget procedures, which shall be due and payable when delivered to the Unit Owners.

In order to fund significant improvement, repair or renovation projects and associated costs, the Board of Directors may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Board of Directors, subject to the affirmative approval of a majority in interest of all Unit Owners if payments on the Special Assessment extend beyond the current fiscal year ("Special Assessment").

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such January 1 to December 31 or as may from time to time be established by the Board of Directors.

Section 6.6 Capital Improvements/Pledge. The approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association shall be required to (i) make any new capital improvements to the Common Elements which cost an amount in excess of Thirty-five percent (35%) of the aggregate Common Expense assessments against the Unit Owners during the prior fiscal year, exclusive of Service Charges, and (ii) to approve the Board of Directors' exercise of its power to pledge, assign and grant a security interest covering all revenues including Common Expense assessments and Service Charges in order to raise funds for repairs. Renovations, repairs, replacements and associated costs and expenses with respect to the Common Elements shall not be considered improvements.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit Owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common Expenses, Special assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien securing the foregoing, collecting any penalties, fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all members of the Association and all persons present on the Condominium. Such Rules and Regulations may not contradict the Declaration.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the Unit Owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit Owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him or her of his or her Unit or other evidence of his or her title thereto and file such evidence of his or her title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.

B. It shall be the responsibility of each Unit Owner to procure adequate insurance covering the contents of his or her Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the Unit Owner unless insured through the Association's policy, all as further appears in and subject to the Declaration.

ARTICLE VII.
SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit Owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

ARTICLE VIII.
EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

ARTICLE IX.
GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the Unit Owners of the individual Units upon at least Thirty (30) days' notice to the Unit Owners unless a special meeting of the Unit Owners is called within such period and the Unit Owners vote to reject such grant. No such rights may be created through any Unit without the written consent of the Unit Owners thereof and no such easement shall materially impair the use and enjoyment of the Condominium.

ARTICLE X. LIABILITY OF DIRECTORS AND OFFICERS.

Section 10.1 Exculpation. No Board Member or officer of the Association shall be personally liable for acts or defaults of himself, herself or any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or recklessness.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, Board Member, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or recklessness towards the Association or absent a final adjudication thereof, and also excepting such matters in which the Board of Directors(excluding any interested Directors) determines any such person acted with willful misconduct or recklessness. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any such liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such or the Condominium as a whole shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE XI. BYLAWS.

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the Unit Owners of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Nonprofit Corporation

Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association.

Section 11.2 Interpretation.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Nonprofit Corporation Act or the Maine Condominium Act, the latter shall govern and apply.

[end of document]

Exhibit 5 - Condominium Plans and Plats (*reduced copies – drafts, not yet recorded*)

1. PLAN REFERENCES:
 - 1.1. FOR INFORMATION REGARDING PROPOSED GROUND LEVEL LAYOUT, REFER TO SITE PLAN, SHEET C-10, MOST RECENT VERSION.
 - 1.2. FOR INFORMATION REGARDING PROPOSED UTILITIES, REFER TO THE UTILITY PLAN, SHEET C-20, MOST RECENT VERSION.
 - 1.3. FOR INFORMATION REGARDING PROPOSED GRADING AND STORMWATER, REFER TO THE GRADING & DRAINAGE PLAN, SHEET C-30, MOST RECENT VERSION.
 - 1.4. REFER TO ARCHITECTURAL PLANS FOR FLOOR PLANS AND BUILDING HEIGHTS.
 - 1.5. PLAN SET TITLED "THE DOWNS TOWN CENTER SUBDIVISION" PREPARED BY GORRILL PALMER DATED NOVEMBER 2022.
 - 1.6. PLAN TITLED "SECOND AMENDED SUBDIVISION PLAN TOWN CENTER SUBDIVISION" PREPARED BY OWEN HASKELL, INC. DATED JANUARY, 15 2025
2. TOTAL SITE AREA INCLUDES 2.95 ACRES (128,395 S.F.). THERE ARE NO PUBLIC R.O.W. ON THE PROPERTY.

THERE IS AN EXISTING 50 FT WIDE UTILITY, ACCESS, & MAINTENANCE EASEMENT TO BENEFIT FUTURE DEVELOPMENT OF ADJACENT LOTS. PER THE PLAN TITLED "SECOND AMENDED SUBDIVISION PLAN TOWN CENTER SUBDIVISION" PREPARED BY OWEN HASKELL, INC. DATED JANUARY 15, 2025

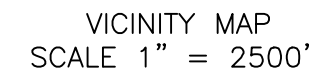
M&R HOLDINGS, LLC
175 SCARBOROUGH DOWNS ROAD
SCARBOROUGH, MAINE 04070
CONTACT: DAN BACON

ACORN ENGINEERING, INC.
P.O. BOX 3372
PORTLAND, MAINE 04104
CONTACT: PETER HEIL, P.E.

OWEN HASKELL, INC.
390 U.S. RT 1, SUITE 10
FALMOUTH, MAINE 04105
CONTACT: RANDY LOUBIER, P.L.S.

RANDY R. LOUBIER, MAINE P.L.S. #2407
OWEN HASKELL, INC.

REGISTRAR



EXISTING PROPERTY LINE

PROPOSED EASEMENT LINE

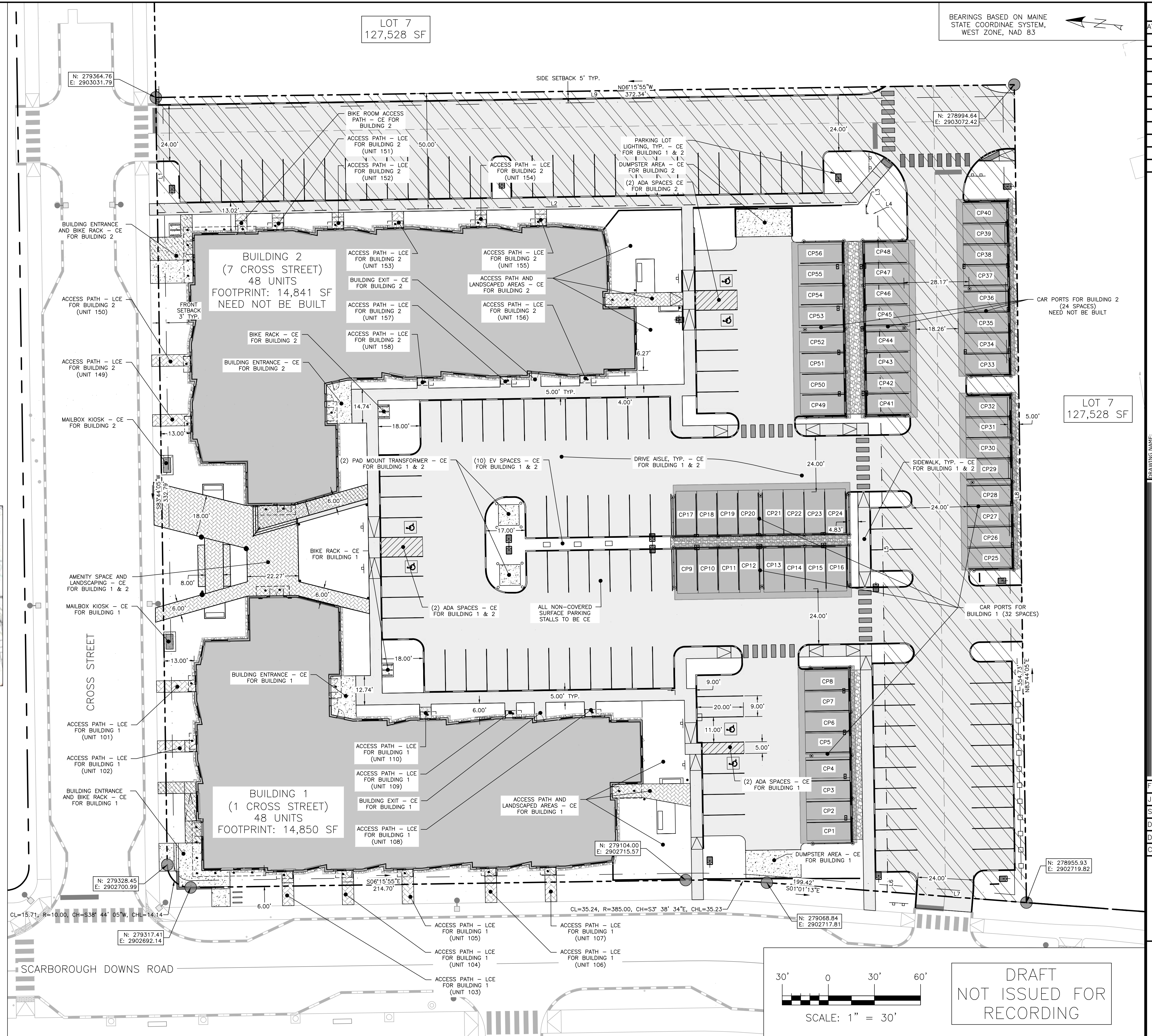
CURB

IRON ROD TO BE SET

COMMON ELEMENT

LIMITED COMMON ELEMENT

BUILDING



CONDOMINIUM PLAT

PROJECT NAME/ CROSS STREET CONDOMINIUM
ADDRESS: 1 AND 7 CROSS STREET, SCARBOROUGH, MAINE
CLIENT/OWNER: CROSS STREET CONDOMINIUMS LLC
175 SCARBOROUGH DOWNS ROAD, SUITE #113, SCARBOROUGH

ACORN ENGINEERING, INC. PO BOX 33 PLACIDUS MAINE 04101 (207) 775-1855

A C O R N ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OF THE ENGINEER. ANY CHANGES, ADDITIONS OR OMISSIONS, SHALL BE AT THE USER'S SOLE RISK WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

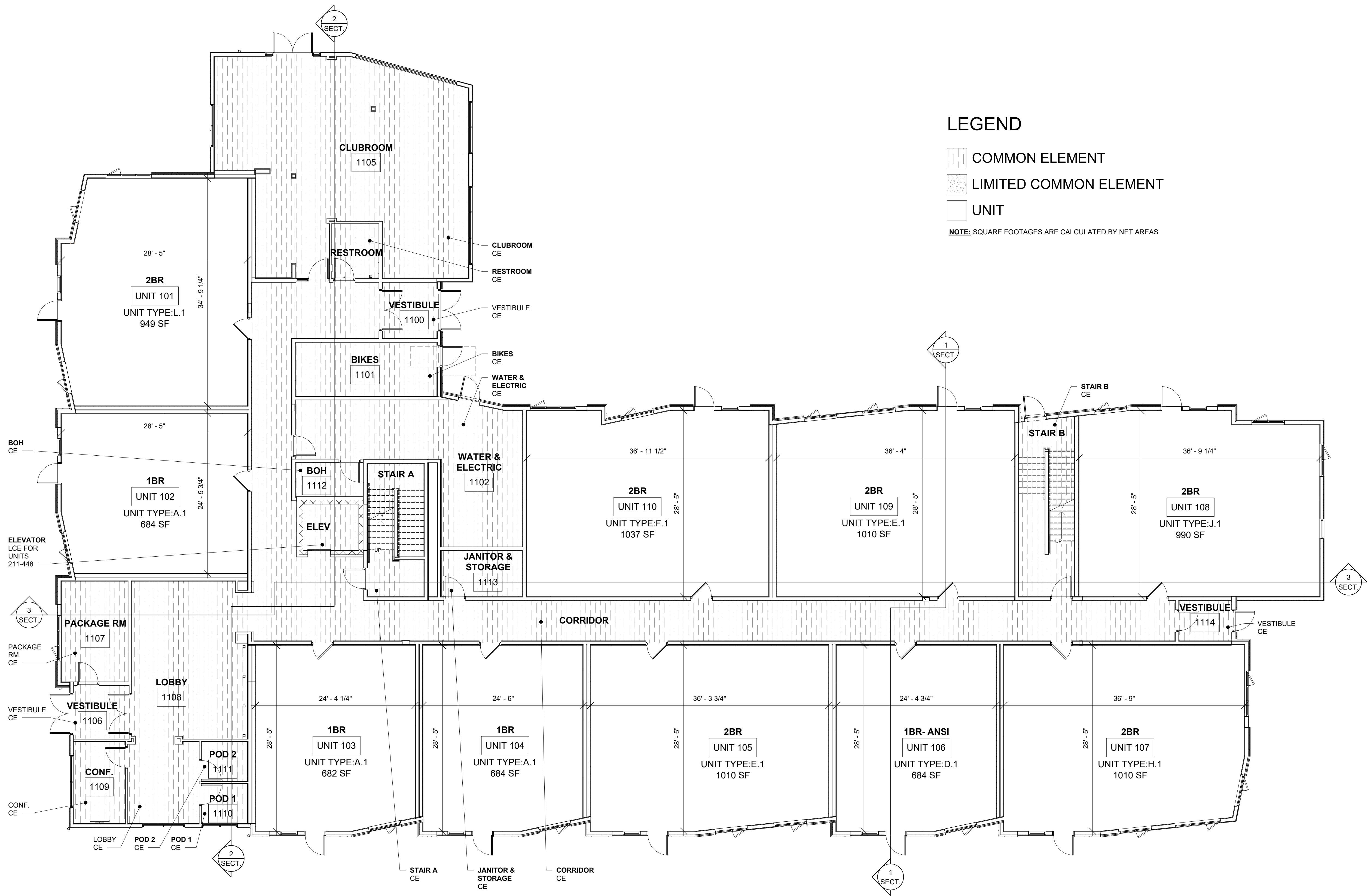
FILE:	1197_CIVIL
IN:	1197
SCALE:	AS NOTED
DESIGNED BY:	PFH
DRAWN BY:	ZMS
CHECKED BY:	WHS

DRAWING NO.

PLAT

SHEET SIZE: ARCH FULL BLEED D: (36.00 X 24.00 INCHES)

2/12/2025 9:11:34 AM
C:\Users\Christina\OneDrive - Dirigo Architectural Engineering (1)\Documents - Dirigo AE Shared Files\Projects\24-027 Cross St Condos\Revit\CONDO DOCUMENTS\REVIT\1st Floor Plan.rvt



1 1ST FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT

NOTE: SQUARE FOOTAGES ARE CALCULATED BY NET AREAS

DIRIGO

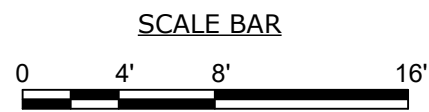
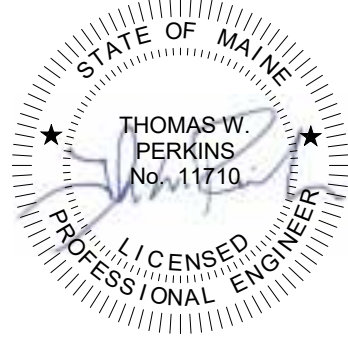
ARCHITECTURAL
ENGINEERING • CONSTRUCTION MANAGEMENT

175 INNOVATION WAY
SCARBOROUGH, MAINE 04074
PH: (207) 225-3040 WS: DIRIGOAE.COM

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WITHOUT PRIOR WRITTEN PERMISSION

PROJECT PHASE
CONDO DOCUMENTS

SIGNED COPY OF DRAWING
ON FILE AT DIRIGO A/E OFFICE



1/8" = 1'-0"

WRITTEN DIMENSIONS ON THESE
DOCUMENTS SHALL HAVE PRECEDENCE
OVER SCALED DIMENSIONS.

REVISIONS

#	DATE	DESCRIPTION

DRAWN BY: CGC
CHECKED BY: TWP
SCALE: AS NOTED
DATE: 2/12/2025 9:11:34 AM
PROJECT NO. 24-027

PROJECT TITLE

**CROSS STREET
CONDOMINIUM
BUILDING 1
1 CROSS STREET
SCARBOROUGH, MAINE**

FOR

**CROSS STREET
CONDOMINIUMS LLC
175 SCARBOROUGH
DOWNS ROAD,
SCARBOROUGH, ME 04070**

DRAWING TITLE

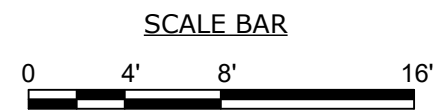
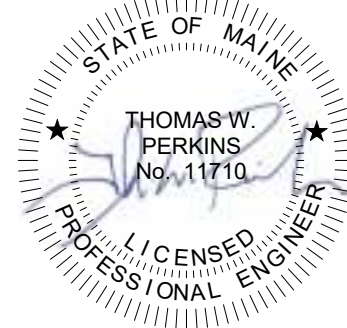
1ST FLOOR PLAN

DRAWING NO.

FL1

STATE OF MAINE

COUNTY SS REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h____m____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR



WRITTEN DIMENSIONS ON THESE
DOCUMENTS SHALL HAVE PRECEDENCE
OVER SCALED DIMENSIONS.

REVISIONS

#	DATE	DESCRIPTION

DRAWN BY: CGC
CHECKED BY: TWP
SCALE: AS NOTED
DATE: 2/12/2025 9:11:35 AM
PROJECT NO. 24-027

PROJECT TITLE

CROSS STREET
CONDOMINIUM
BUILDING 1
1 CROSS STREET
SCARBOROUGH, MAINE

FOR

CROSS STREET
CONDOMINIUMS LLC
175 SCARBOROUGH
DOWNS ROAD,
SCARBOROUGH, ME 04070

DRAWING TITLE

2ND FLOOR PLAN

DRAWING NO.

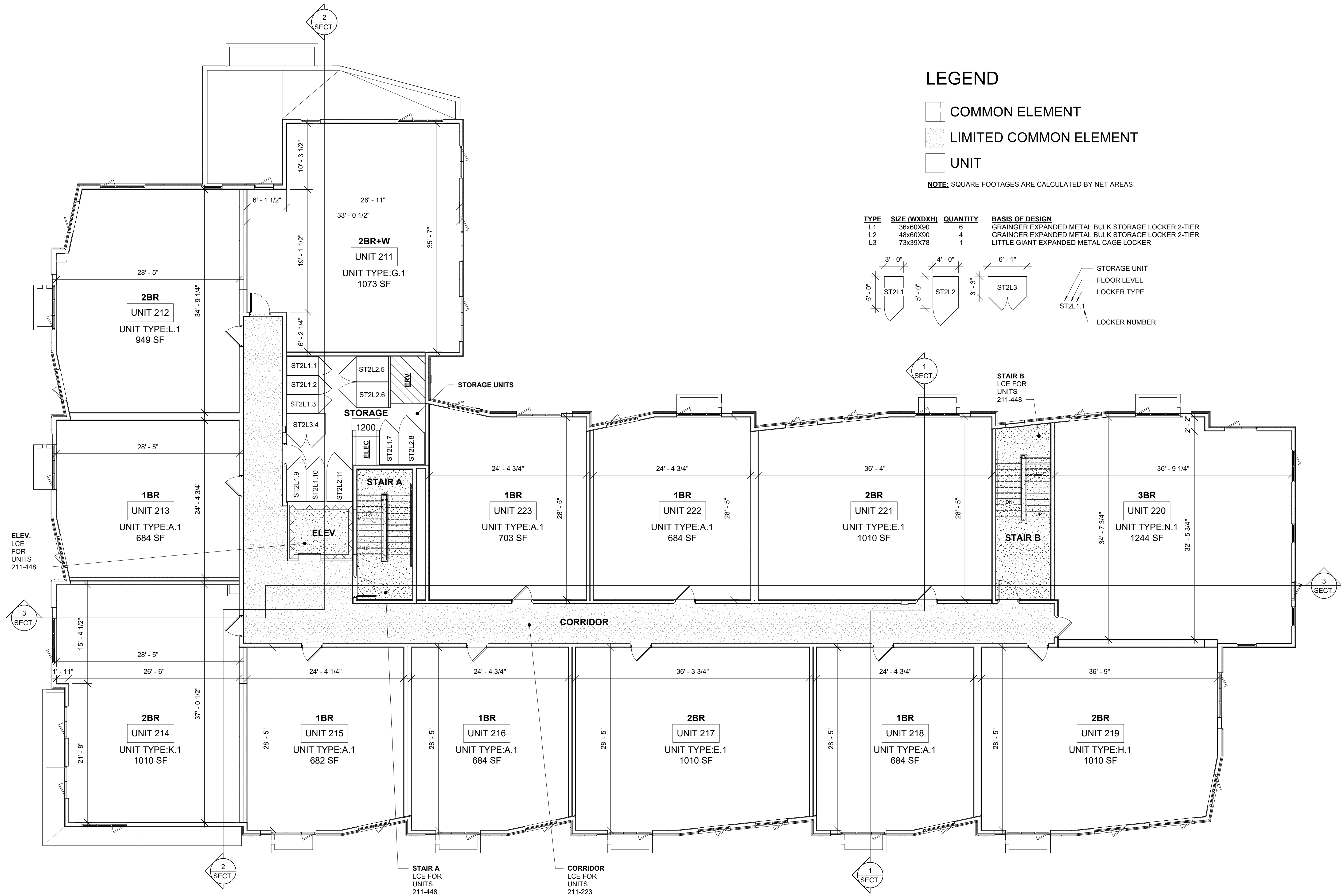
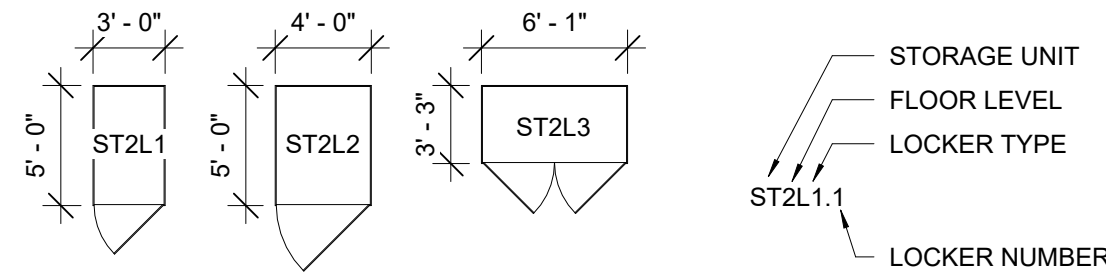
FL2

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT

NOTE: SQUARE FOOTAGES ARE CALCULATED BY NET AREAS

TYPE	SIZE (W X D X H)	QUANTITY	BASIS OF DESIGN
L1	36x60x90	6	GRAINGER EXPANDED METAL BULK STORAGE LOCKER 2-TIER
L2	48x60x90	4	GRAINGER EXPANDED METAL BULK STORAGE LOCKER 2-TIER
L3	73x39x78	1	LITTLE GIANT EXPANDED METAL CAGE LOCKER

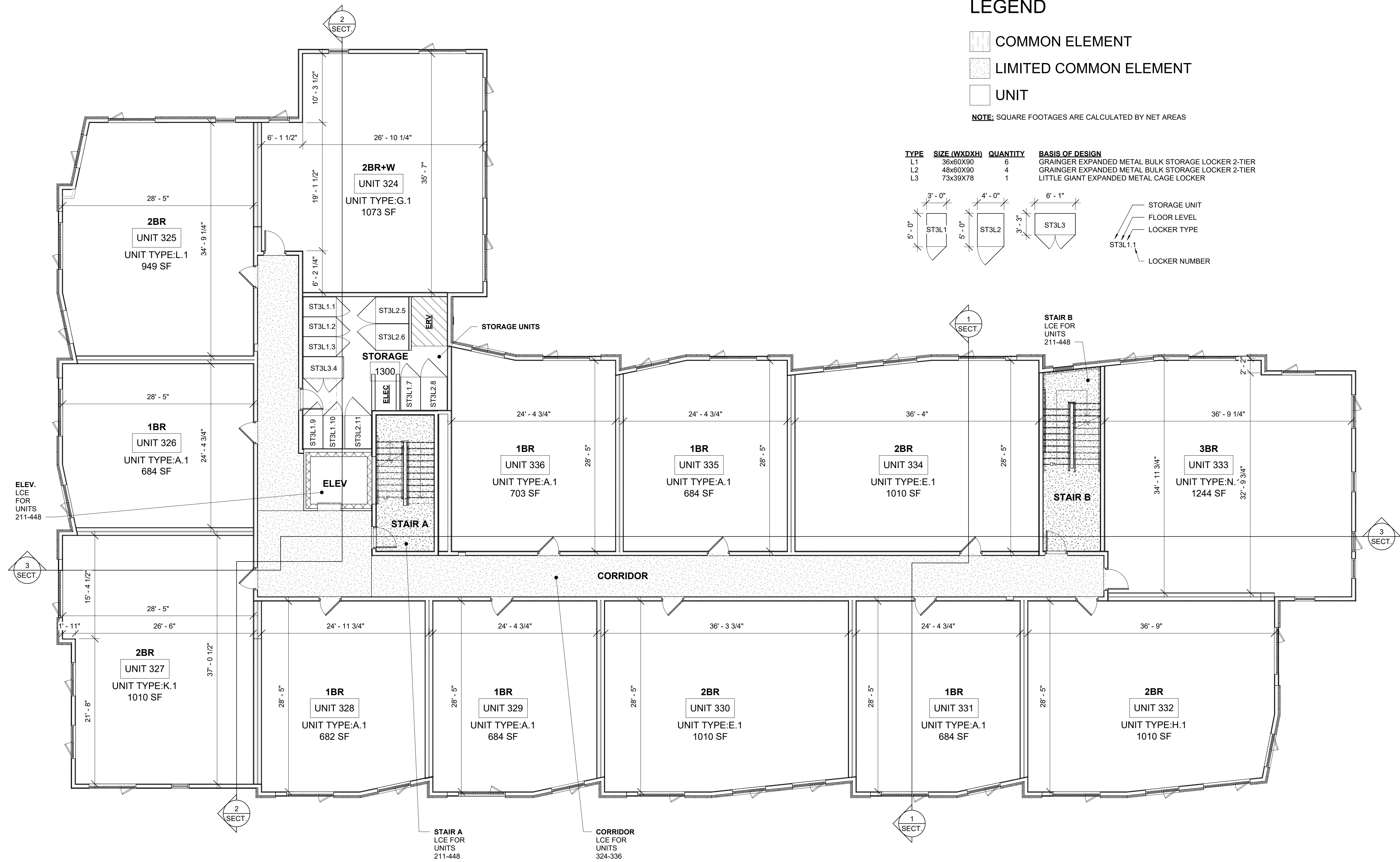


1 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"

STATE OF MAINE
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RECEIVED _____, 20____
AT ____h____m____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR

SHEET SIZE: ARCH FULL BLEED D: (36.00 X 24.00 INCHES)

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1 3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"

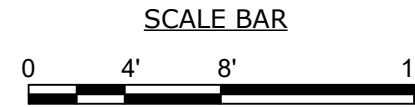
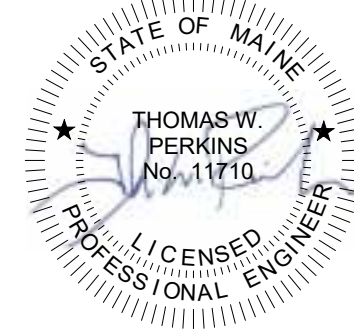
STATE OF MAINE
COUNTY SS REGISTRY OF DEEDS
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PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR

175 INNOVATION WAY
SCARBOROUGH, MAINE 04074
PH: (207) 225-3040 WS: DIRIGOAE.COM

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#	DATE	DESCRIPTION

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DATE: 2/12/2025 9:11:36 AM
PROJECT NO. 24-027

PROJECT TITLE

CROSS STREET
CONDOMINIUM
BUILDING 1
1 CROSS STREET
SCARBOROUGH, MAINE

FOR

CROSS STREET
CONDOMINIUMS LLC
175 SCARBOROUGH
DOWNS ROAD,
SCARBOROUGH, ME 04070

DRAWING TITLE

3RD FLOOR PLAN

DRAWING NO.

FL3

SHEET SIZE: ARCH FULL BLEED D: (36.00 X 24.00 INCHES)

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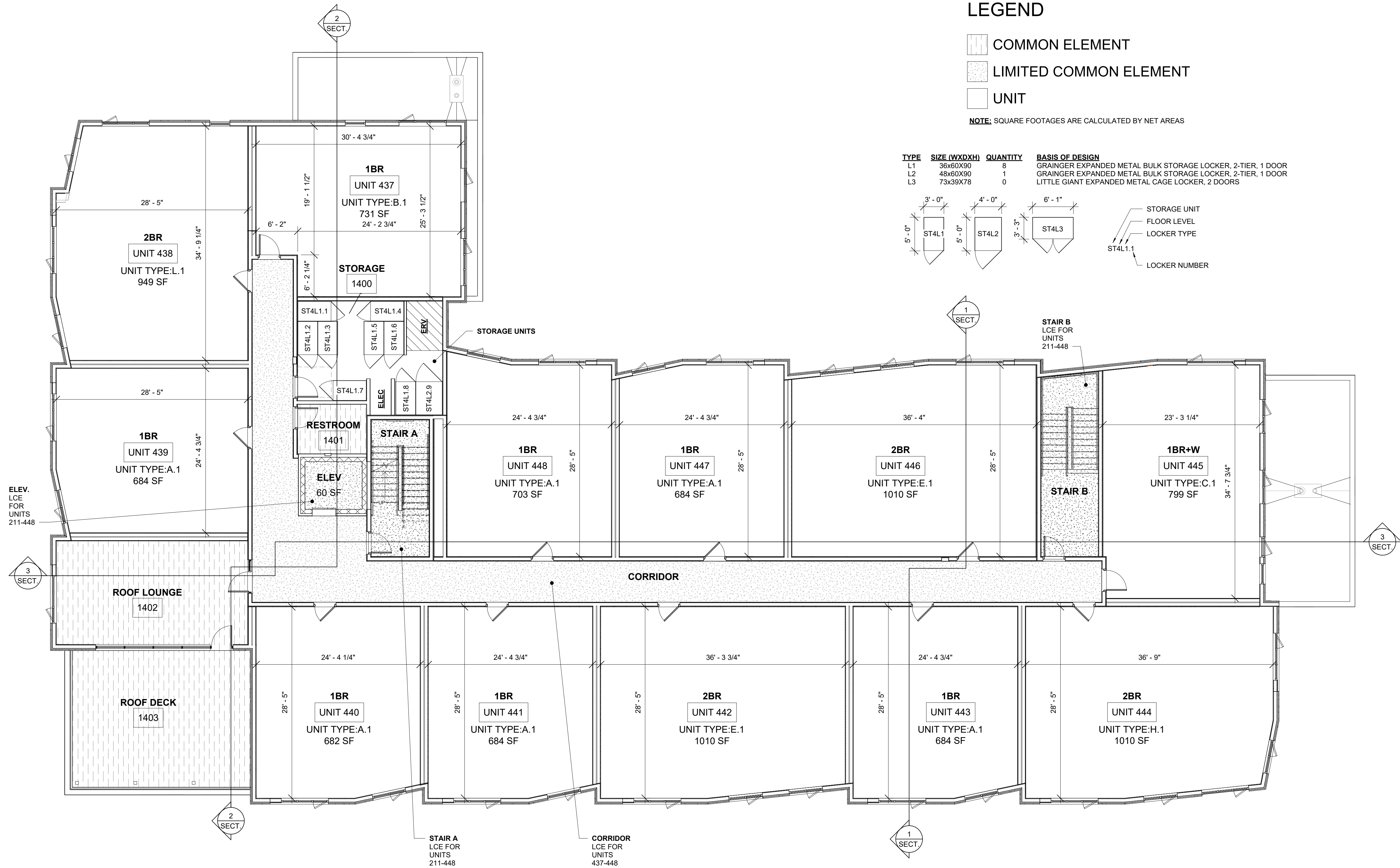
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15

1 4TH FLOOR PLAN

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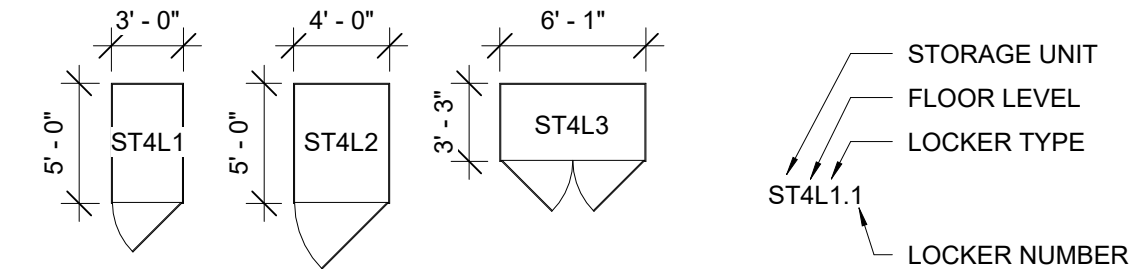


LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT

NOTE: SQUARE FOOTAGES ARE CALCULATED BY NET AREAS

TYPE	SIZE (WxDXH)	QUANTITY	BASIS OF DESIGN
L1	36x60x90	8	GRAINGER EXPANDED METAL BULK STORAGE LOCKER, 2-TIER, 1 DOOR
L2	48x60x90	1	GRAINGER EXPANDED METAL BULK STORAGE LOCKER, 2-TIER, 1 DOOR
L3	73x39x78	0	LITTLE GIANT EXPANDED METAL CAGE LOCKER, 2 DOORS



REVISIONS

#	DATE	DESCRIPTION

DRAWN BY:	CGC
CHECKED BY:	TWP
SCALE:	AS NOTED
DATE:	2/12/2025 9:11:37 AM
PROJECT NO.	24-027

PROJECT TITLE

CROSS STREET
CONDOMINIUM
BUILDING 1
1 CROSS STREET
SCARBOROUGH, MAINE

FOR

CROSS STREET
CONDOMINIUMS LLC
175 SCARBOROUGH
DOWNS ROAD,
SCARBOROUGH, ME 04070

DRAWING TITLE

4TH FLOOR PLAN

DRAWING NO.

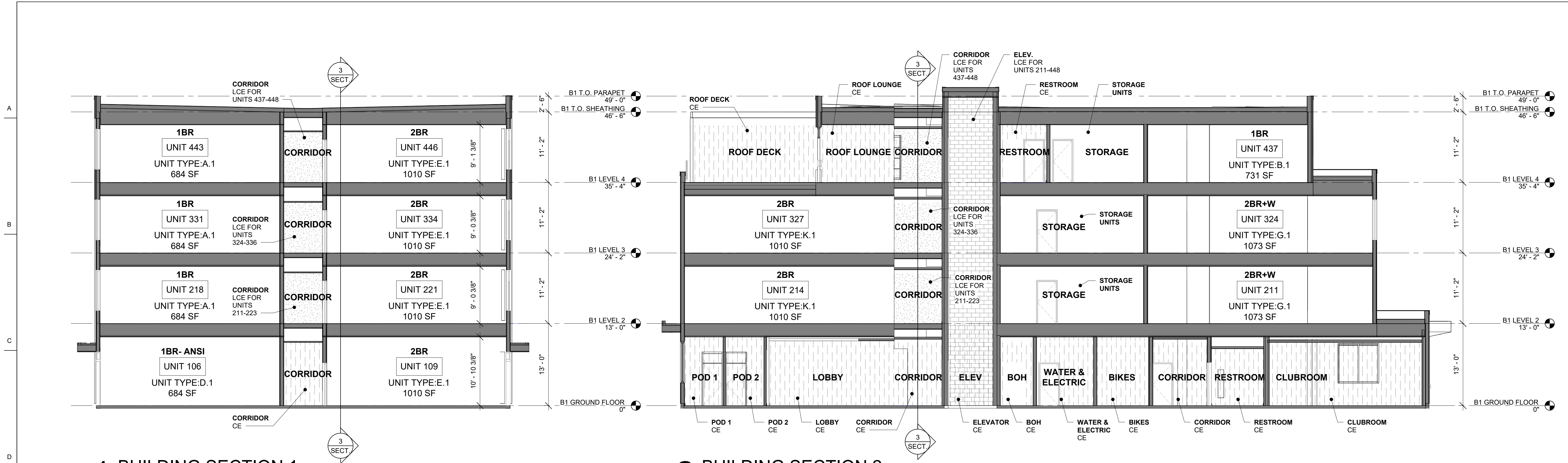
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STATE OF MAINE

COUNTY SS REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h____m____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR

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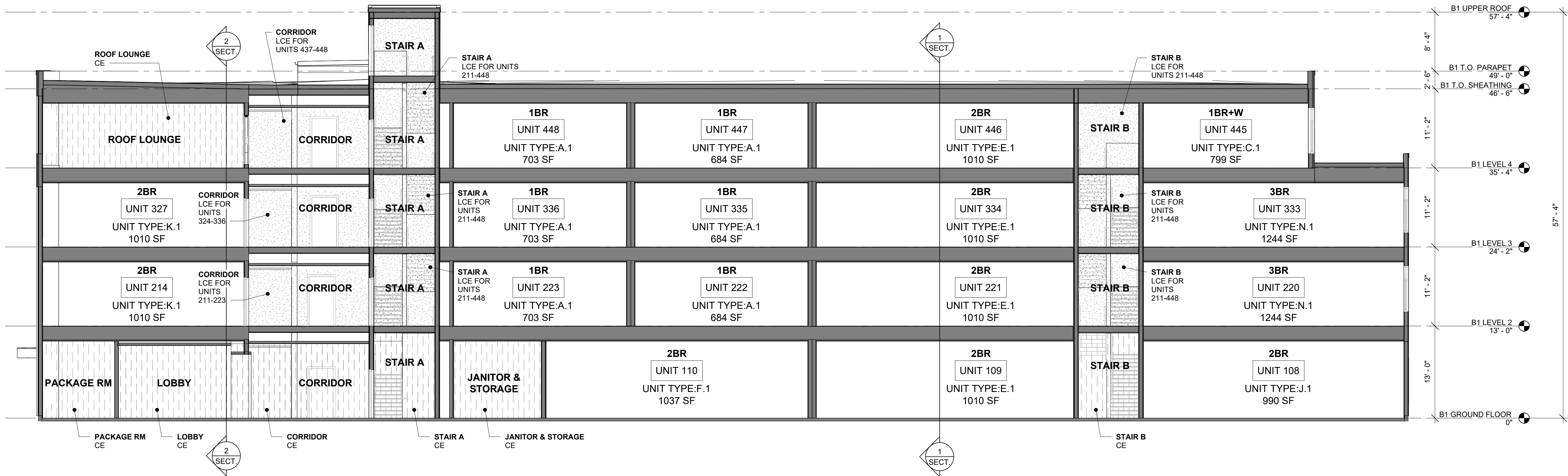
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2 BUILDING SECTION 2
SCALE: 1/8" = 1'-0"

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT

NOTE: SQUARE FOOTAGES ARE CALCULATED BY NET AREAS



3 BUILDING SECTION 3
SCALE: 1/8" = 1'-0"

STATE OF MAINE
COUNTY SS REGISTRY OF DEEDS
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AT ____h____m____M. AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST _____ REGISTRAR

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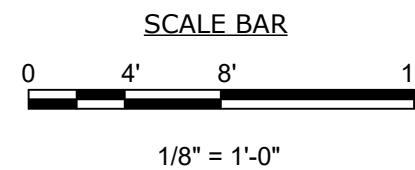
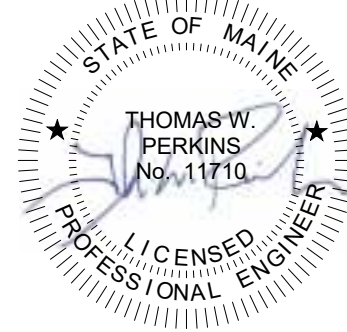
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DOCUMENTS SHALL HAVE PRECEDENCE
OVER SCALED DIMENSIONS.

REVISIONS

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PROJECT NO. 24-027

PROJECT TITLE

CROSS STREET
CONDOMINIUM
BUILDING 1
1 CROSS STREET
SCARBOROUGH, MAINE

FOR

CROSS STREET
CONDOMINIUMS LLC
175 SCARBOROUGH
DOWNS ROAD,
SCARBOROUGH, ME 04070

DRAWING TITLE

BUILDING
SECTIONS

DRAWING NO.

SECT.

Exhibit 6 - Rules and Regulations (*draft*)

RULES AND REGULATIONS OF CROSS STREET CONDOMINIUM

GENERAL

1. **Adoption and amendment.** Cross Street Condominium Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. **Compliance.** All Unit owners, their families, invitees and guests and all other persons on the Condominium property shall comply with these Regulations.

3. **Obstructions.** There shall be no obstruction of the Common Elements.

5. **Document Conflict.** In the event these Rules and Regulations conflict with the provisions of the Condominium Bylaws or Declaration, the latter shall control.

6. **Insurance, etc.** Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit owner shall permit anything to be done or kept in his Unit, Car Port Unit, Storage Unit, or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any building or fire code. No waste shall be permitted on the Common Elements.

Unit Owners are responsible for the payment of the applicable insurance deductible for damage to their Units, Car Port Units, Storage Units, or such other deductible as may then be applicable under the insurance policies carried by the Association for a Unit, Car Port Unit, or Storage Unit, and for losses that are not covered under the Association's policy. As further set forth in the Declaration, each Unit Owner should investigate and obtain at his or her own expense, a personal condominium insurance policy (for example, form type HO-6 as established by Insurance Services Office, Inc.) for damage to his or her Unit, Car Port Unit, Storage Unit and personal property in the Unit and loss of use for his or her own benefit including without limitation coverage for such portion of the deductible of the Association's deductible as the Owner may desire, for any special loss assessments made by the Association and for his or her personal liability.

7. **Trash.** All garbage and trash must be stored inside a Unit, or disposed of in the dumpster(s) located within the Common Elements. Any trash spread on the Common Elements shall be promptly picked up by the Unit owner. Only ordinary quantities of typical household trash may be deposited or left for pick up, excluding furniture, appliances, electronic waste and hazardous waste.

8. **Plumbing and Sewerage.** The toilets and other water and sewer apparatus shall be used only for the household purposes. No fat, grease, oil, petroleum, sweepings, rags, ashes or other improper articles shall be deposited in the sewer system. The cost of repairing any damage

resulting from misuse of any of such apparatus shall be paid by the Unit owner causing such damage.

No washing machines shall be permitted in a Unit unless equipped with stainless steel mesh reinforced hoses connecting directly to the water supply.

Unit owners shall comply with the periodic water heater replacement program established from time to time by the Board of Directors.

9. Unit Repair/Minimum Temperature. Each Unit owner shall keep his/her Unit, Car Port Unit and Storage Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown any dirt or other substance onto the Common Elements.

All Units (not including Car Port Units or Storage Units which need not be heated) shall be maintained a minimum temperature of no less than 55 degrees Fahrenheit in order to prevent the freezing of pipes and damage to the Unit and Common Elements. Units may not be left unheated.

10. Structural and Common Element Changes. Nothing shall be done in any Unit, Car Port Unit, Storage Unit or on the Common Elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors or as otherwise provided in the Declaration.

11. Nuisances. No noxious or offensive activity shall be carried on in any Unit, Car Port Unit, Storage Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit owners or occupants.

12. Smoking. Smoking shall be prohibited (i) within each Unit, Car Port Unit, and Storage Unit (ii) within the Common Elements of buildings, including without limitation their lobbies, hallways, walls and stairs, and (iii) such other portions of the Common Elements as may be designated from time to time as areas in which Smoking is prohibited.

No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, or family member which would violate this Section.

Smoking shall be prohibited everywhere on the Property including without limitation, (i) within the Units, Car Port Units, and Storage Units (ii) within the Common Elements of the buildings in which the Units are located, including without limitation the lobbies, hallways, elevators, and stairways, and (iii) the walks, lawn, parking areas, grounds and all other portions of the Common Elements and Property. No owner or any other person shall Smoke or permit Smoking by any occupant, agent, tenant, invitee, guest, friend, family member, visitor or any other person in violation of this Section or the Rules and Regulations.

(i) Definition of Smoking. The term “Smoking” shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, cloves, marijuana, or similar or related products, including but not limited to cigarettes, cigars, pipes, and devices which simulate tobacco smoking, sometimes known as “electronic nicotine delivery systems” or “e-cigarettes.” The term “Smoke” shall include all the products and residue of Smoking.

(ii) Disposal of Smoking Products. All lighted and/or unlighted Smoking products shall be disposed of properly in the proper waste receptacles. They shall not be thrown from balcony or patio areas. Smoking products shall not be deposited on the Common Elements, including outdoor walkways, parking lots, drives and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner. These provisions shall not be deemed to allow Smoking on the Property.

(iii) Rules. The Board may adopt Rules and Regulations in order to implement or clarify the provisions of this Section.

(iv) Enforcement. Any person complaining of a Smoking violation shall provide a written statement of the particulars of the violation to the managing agent designated by the Board. When so advised to a possible violation of these provisions, the Unit owner and if appropriate the tenant or other occupants shall be sent a written notice and advised as to whether a hearing will be held by the Board to consider the violation. If the alleged violator is a tenant or other occupant, a copy of the notice will be sent to the Unit owner. At the hearing if the Board receives testimony that it deems creditable that smoke is emanating from a Unit, Car Port Unit, Storage Unit, or from an occupant of a Unit, then the burden of proving that Smoking did not occur shall shift to the Unit Owner and its occupants.

If, at the conclusion of the hearing, the Board determines in its discretion that a material Smoking violation has occurred, the then Board may impose a charge of up to \$50.00 for each single occurrence, in addition to all other rights and remedies of the Association. Upon a second Smoking violation, the charge for each incident constituting a violation shall increase to \$250 per incident in addition to all other rights and remedies of the Association including the recovery of its legal expenses.

The Board may exercise its judgment in deciding whether or not to hold a hearing or to pursue an alleged violation of this Section. If the Board declines to take action, then upon 30 days’ written notice to the Board a Unit owner shall then have the option to sue the Unit owner or occupant alleged to be violating this Section in order to seek specific performance of the provisions of this Section, but such person shall not be entitled to recover legal expenses. Provided however that any decision of or settlement entered into by the Board with respect to Smoking shall be binding on all Owners.

13. Noise. No Unit owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comforts or convenience of other Unit owners, including the actions of pets. All Unit owners shall keep the volume of any radio,

television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit owners.

Furthermore no Unit owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of 10 o'clock p.m. and the following 8 o'clock a.m. if such operation shall disturb or annoy other occupants of the Property.

14. Use of Units. Except activities conducted entirely within the Unit, not detectable from outside the Unit and not involving visits by customers, salesmen or clients, no unit shall be used for commercial or business purposes. No Unit shall be used or rented for transient, hotel or motel purposes. Pursuant to the Declaration, no Unit may be leased for a period of less than six (6) months except at the discretion of the Board of Directors. No portion of any Unit (other than the entire Unit) shall be leased for any period.

15. Signs. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Units except by the Declarant. The Declarant has the right to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units. Any Mortgagee who may become the owner of any Unit may place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

16. Window Coverings. Window blinds may be installed by each Unit owner on all windows of his Unit; provided, that, such blinds must have a solid white backing.

17. Hangings and Visible Changes. No Unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit, or Common Elements or Limited Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit, Common Element or Limited Common Element, except for existing directional signs of the Association. The prohibition herein includes without limitation flags, other than the US or State of Maine flags, banners, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antenna and dishes or any other items except as otherwise expressly required by the Federal Communications Commission Rules or law. Under no circumstances shall any air conditioning apparatus, television or radio antennas or dishes, or other items be installed by the Unit owner beyond the boundaries of his Unit except with the special permission of the Board of Directors from time to time upon any conditions and terms that they may establish; and (iii) any original exterior HVAC systems installed by the Declarant shall be permitted.

Notwithstanding the foregoing, signs displayed from a Unit supporting or opposing a candidate for public office or a referendum question during the period from 6 weeks prior to the date that a primary or general election or special election is held regarding that candidate or referendum question to one week after the election for that political candidate or vote for that referendum question is held, are permitted.

No decks may be stained or painted by Unit Owners without the permission of the Association. A written request should be sent to in advance to the Association. No work may commence until written permission has been received from the Association.

No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Board of Directors. No deck, patio balcony shall be enclosed or covered by a Unit owner except for the construction of the optional sunspaces by the Declarant as permitted in accordance with the Declaration.

Flowers and annual plants may be planted in the Limited Common Elements and other designated areas subject to the approval of the Board of Directors.

18. Storage. Outside decks and patios shall not be used for storage purposes, except for functional seasonal outdoor furniture and barbeque grills, provided, that only electric barbeque grills may be stored or used on the outdoor decks and patios. No bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in the Common Areas or Limited Common Areas.

No propane or gasoline shall be stored or used in any Unit, excepting only heating systems installed by a licensed plumber or heating technician.

19. Illegal Acts. No Unit, Car Port Unit, or Storage Unit shall be used for any unlawful purpose and no Unit owner shall do or permit any unlawful act in or upon his Unit, Car Port Unit, or Storage Unit.

PET RULES

20. No animals of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except orderly dogs, cats or other household pets as permitted by the Declaration and these Rules and Regulations.

Except for certain types of ordinary household pets expressly permitted herein, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements however a Unit Owner may keep within such Unit up to one (1) dog (two dogs if both dogs are under 25 pounds), two (2) cats and a reasonable number of other ordinary household pets such as caged birds and tropical fish.

No pets and animals shall be permitted outside of a Unit except on a leash attended by a responsible person.

Pet owners shall immediately clean up the droppings left by their pets.

Upon notice and opportunity to be heard, the Association may expel dogs, cats or other pets in violation of these Regulations or the Declaration from the Property and may fine and assess penalties against offending owners.

21. In any event all pets and animals shall be restrained so as not to become a nuisance, noisome or offensive to, or endanger other persons on the Property. Such actions may include, but are not limited to, barking, scratching, crying in the Common Elements or within a Unit which can be heard outside of the Unit's boundaries or attacking people. The Board of Directors shall have the right to determine whether these restrictions have been violated.

22. All pets must be registered and inoculated as required by law and registered with the Association.

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

24. Any type or breed of pet which is not covered by the Association's liability insurance or by Owner's liability insurance or which results in an additional Association insurance premium or which is deemed dangerous be the Board of Directors in its discretion shall be prohibited. Without limiting the foregoing, Dobermans, Rottweilers and Pit Bulls or any mixtures thereof shall be prohibited.

PARKING AND STORAGE

25. Unless otherwise authorized by the Association, the no parking areas may not be used for any purpose other than for passenger automobiles, trucks and motorcycles, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

26. No inoperable or unregistered vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment or similar items may be kept or parked on the Property except within a fully enclosed garage forming a part of the Unit. All vehicles must have current license plates and be in operating condition. No motor vehicle repair may be carried on in the Common Elements. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

27. No snowmobiles, all-terrain vehicles or similar items may be operated on the Property.

28. All Unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit owner's sole risk and expense.

29. Parking shall not be permitted in areas posted against parking or which block sidewalks, garage entrances, or driveways. The Association may restrict overnight parking on the Condominium streets in accordance with posted signs.

If any vehicle owned or operated by a Unit owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the

Association shall be held harmless by such Unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

30. All personal property placed in any portion of the buildings or any place appurtenant thereto, shall be at the sole risk of the Unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property, even if due to the alleged fault or negligence of the Association.

31. Nothing shall be stored on the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws.

ENTRY INTO UNITS

32. Upon request of the Board of Directors, each Unit owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) (including electronic keys and key cards) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units. No Unit owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. If no such key is provided for any reason, then the Association shall not be liable for any damage in breaking into a Unit for the purpose of exercising and discharging its powers and responsibilities, including without limitation, damage to the Common Elements.

33. As also provided in the Maine Condominium Act, the agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any Unit upon reasonable advance notice to the Unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and with such notice as may be possible) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

MOVING

34. Move-ins and move-outs are restricted to the hours between 9:00 a.m. and 8:00 p.m.

FAILURE TO PAY COMMON CHARGES AND SERVICE CHARGES, FINES

35. With respect to Common Charges, Service Charges and Fines, there is a 10 day grace period for late payments. If not paid within 10 days of when due, a \$25.00 late fee shall be

assessed on the 11th day. If not paid within 30 days of when due, then effective on the 31st day there will be a 18% interest rate fee assessed effective back to the original due date in addition to the late charge. All costs of collection including reasonable attorney's fees shall be a lien on the Unit

36. Upon any failure to comply with the Rules and Regulations, the Bylaws or the Declaration by a by a Unit Owner, his or her family, occupants and tenants, and any guests and invitees thereof visiting a Unit, the Board may assess a fine against the Unit owner in the amount of up to \$100.00 for each day of violation, provided that a Unit Owner shall be given notice and opportunity to be heard by the Board, but the Board's decision shall be final on the amount of such fine. If a fine is not paid within 30 days, then the Unit Owner shall pay interest at the rate of 18% per annum on the outstanding balance and shall be liable for all costs of collection and enforcement including without limitation reasonable attorneys fees. The amount of the fine with interest and costs shall constitute a lien on the Unit.

Exhibit 7 - Limited Warranty Certificate

CROSS STREET CONDOMINIUM
RESIDENTIAL LIMITED WARRANTY CERTIFICATE

CROSS STREET CONDOMINIUMS LLC, a Maine limited liability company ("Seller") has sold you a condominium unit identified below (the "Unit") in Cross Street Condominium in the Town of Scarborough, Maine, which is located within The Downs – Town Center Subdivision, which is a portion of a larger master plan for the redevelopment of Scarborough Downs.

PART I

As in any building, certain items may require adjustment. This Limited Warranty Certificate describes nature of Seller's obligations to make these adjustments.

I. COVERAGE AND DURATION:

A. Limited Warranty for Building Materials and Components in Units and Common Elements:

1. Limited Warranty. Seller expressly warrants to you that at the time of closing of the sale any improvements to the Unit and Common Elements made or contracted for by the Seller or made by any person before the creation of the condominium are:

- a) Free from defective materials;
- b) Constructed in accordance with applicable law, according to sound engineering and structural standards and in a workmanlike manner. (Construction complying with the National Building Code and Code Administrators (BOCA), Basic Building Code or equivalent applicable local building code, in effect at the time of construction, if any, shall be deemed to satisfy such sound engineering or construction standards);
- c) Suitable for the ordinary residential uses of real estate of its type; and
- d) In at least as good condition as when you signed a purchase and sale contract, reasonable wear and tear excepted.

2. Time Limits for Notice to Seller. The term of this warranty and all other warranties are limited to defects brought to Seller's attention in writing within TWO (2) YEARS from the date of the closing and the delivery of the deed to the Unit to you. If you do not notify Seller of the defect within two (2) years of closing, your problem will no longer be covered by these warranties.

3. Time for Suit on Any Warranty. A judicial proceeding for breach of any express or implied warranty or for breach of any other claim relating to the physical condition of your Unit and common elements must also be brought within TWO (2) YEARS of the date of the closing of your purchase of the Unit. If a Common Element is not completed on the date of closing, then a judicial proceeding for breach of any express or implied warranty or for breach of any other claim must be brought within TWO (2) YEARS of the date the first unit therein is conveyed to a bona fide purchaser. This paragraph shall be construed to comply with the minimum statute of limitations and other provisions permitted under the Maine Condominium Act §§1604-114 and 115.

B. Limited Warranty for Consumer Products:

1. Seller hereby provides a LIMITED WARRANTY of repair or replacement of kitchen appliances, equipment and personal property consumer products found to be defective and brought to Seller's attention in writing within 90 DAYS from the closing of the sale of the Unit. If you do not notify Seller of the defect within ninety (90) DAYS of closing, your problem will no longer be covered by this portion of the limited warranty. Seller makes no other warranty on appliances or other equipment sold with your Unit except as may be required by the statutory express limited warranty.
2. Seller's sole obligation with respect to items not warranted by Seller or for which the limited warranty has expired shall be to deliver to the Unit Owner at the time of Closing any remaining manufacturers' warranties covering such kitchen appliances, equipment and consumer products unless forming a part of the Unit or Common Elements. Seller is not responsible in any way for performance of the manufacturers' warranties for consumer products.

C. Examples:

1. The following are examples of building materials and components: roofing, siding, flooring, carpeting, wiring, windows, doors, wiring, toilet, bathtub, lavatory, etc.
2. The following appliances and other equipment which may be sold with the Unit are examples of consumer products: kitchen appliances, garbage disposal, refrigerator/freezer, stove/oven, dishwasher, and trash compactor.

II. CLAIMS: If you make a claim under this limited warranty or under any warranty required by law, at its option the Seller may repair or replace the affected item or component at no cost to you or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable but not necessarily identical to the items replaced. Seller will correct the defect in such manner as to reasonably restore the item to the condition which would have existed had the defect not been present or forward payment for such costs.

III. GENERAL EXCLUSIONS:

A. This warranty does not cover cracks, popping nails or other effects of normal settlement, fading or expansion, contraction, shrinkage or warping of materials that may occur in walls, floors, ceilings, doors, concrete, or any of the other components of the building or paved areas, or drainage, seepage or other water problems, as long as such defect will not prevent the normal residential use of the Unit.

B. The Seller's warranties do not include cosmetic defects, scratches, stains, or smudges in painted surfaces, chipping and/or cracking of granite, marble, laminate, fiberglass or tiles, defective or broken glass or similar defects readily visible to the human eye which are not noted for correction at the time of inspection by the initial purchaser before closing of the sale.

C. The Seller's warranties do not cover normal maintenance, or conditions resulting from accidents, wear and tear, misuse or negligence. The Seller's warranties do not apply where use or maintenance was contrary to the Condominium Declaration, Bylaws or Rules and Regulations of the Condominium or where any defect results from damage caused by the unit owner or third parties, or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

D. SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL (SECONDARY) DAMAGE TO ANY PERSON, THE BUILDING, OTHER COMPONENTS OR ANY OTHER REAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. *[See note below - this language is required by federal law.]*

IV. TIME LIMITS:

FOR ANY CONSUMER PRODUCTS FINALLY DETERMINED BY A COURT TO BE WITHIN THE STATUTORY WARRANTY DESCRIBED ABOVE, ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TWO (2) YEARS FROM THE DATE OF CLOSING OF THE SALE OF THE UNIT, WHICH IS THE PERIOD OF THIS WRITTEN WARRANTY. *[See note below - this language is required by federal law.]* This includes, without limitation, the implied warranties of quality and suitability for building components created by the Maine Condominium Act. SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. *[See note below - this language is required by federal law.]*

A judicial proceeding for breach of the Limited Warranty for Building Components or breach of any other duty of care with regard to the Building Components must be commenced no later than two (2) years from the date of the delivery of the deed.

V. ASSIGNMENT: This Limited Warranty Certificate may be assigned by the Buyer to a subsequent owner of the Unit effective on the date that the subsequent owner notifies Seller in writing of such assignment. Such assignment does not extend the 2 year limitation period.

VI. INTERPRETATION: Nothing contained herein shall limit the implied warranty required by §1604-113(b) of the Maine Condominium Act as of this date provided that that the statute of limitations is reduced to two (2) years as permitted by the statute and as set forth herein. No action taken to correct defects shall extend this warranty. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty Certificate shall be governed by Maine law.

[SIGNATURE PAGE TO FOLLOW]

Dated: _____, 202_

Unit # _____
Car Port Unit # _____
Storage Unit # _____

CROSS STREET CONDOMINIUMS LLC

By: _____
Name: _____ Buyer
Title: _____

Note: This Limited Warranty Certificate has been prepared to comply with the requirements of the federal Magnuson-Moss Warranty-Federal Trade Commission Improvement Act enacted in 1975 (15 U.S.C. Section 2301); certain language is required by regulations promulgated by the Federal Trade Commission (16 C.F.R. Section 701.3). The Maine Uniform Commercial Code at Title 11 M.R.S.A. Section 2-316(5) does not allow limitations on implied warranties or merchantability or fitness for a particular purpose or limitation on remedies for breach with respect to consumer goods and services.

Exhibit 8 - Subdivision Plans as approved by Town of Scarborough Planning Board

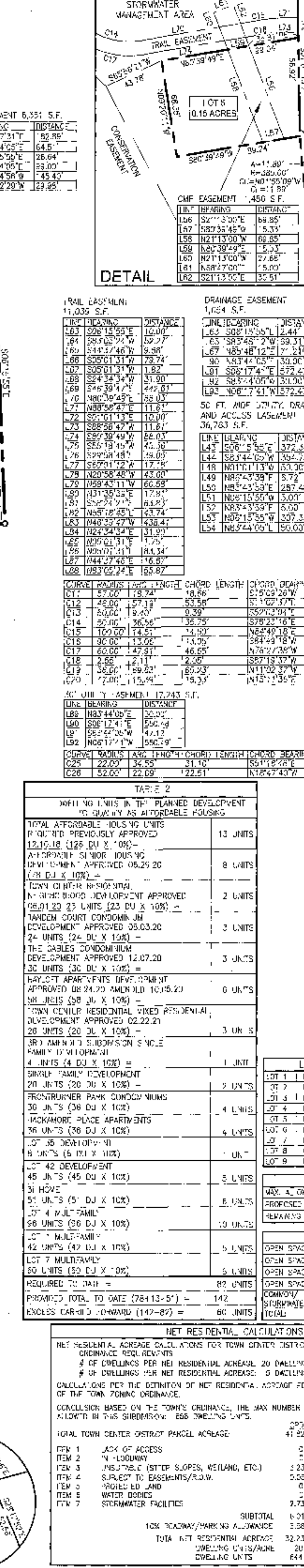
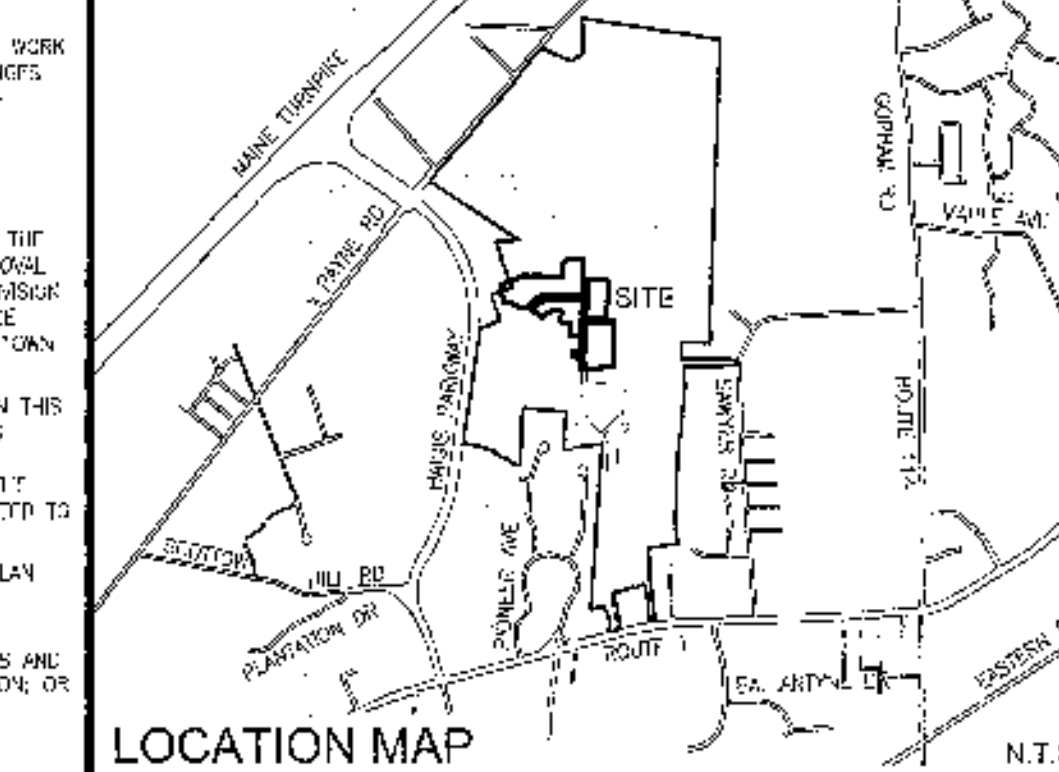
STATIONARY EASMENT			DRAINAGE EASIMENT 14.0' S.W.		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L101	N 75° 12' 32" E	34.45	L101	N 73° 24' 05" E	40.35
L102	N 75° 12' 32" E	37.50	L102	N 63° 59' 50" E	46.67
L103	S 64° 24' 05" W	35.24	L103	S 64° 24' 05" W	35.24
L104	S 64° 24' 05" W	35.25	L104	S 64° 24' 05" W	35.25
L105	N 15° 10' 35" W	161.58	L105	N 15° 10' 35" W	161.58
L106	N 15° 10' 35" W	161.58	L106	N 15° 10' 35" W	161.58
L107	S 73° 24' 05" W	40.35	L107	S 73° 24' 05" W	40.35

CURVA	ANGLE	ARC LENGTH	CHORD	1/4 CHORD BEARING
C21	217.30	1251.05	1237.33	S 59° 47' 30" E
C22	136.90	44.65	44.48	S 73° 24' 05" W

ORANGE FLASHEMENT
25.18E S.F.

110C 33.54.50N 36.02E
L119 33.54.49.5"E 36.02E
L120 30.05.13.0"E 36.02E
L121 30.05.14.0"E 36.02E
L122 31.13.32.2"E 35.61E
L123 34.55.13.1"E 34.08E
L124 30.06.52.3"E 36.02E
L125 33.54.33.0"E 36.02E
L126 30.05.15.5"E 36.00E
L127 38.74.53.0"E 33.20E
L128 34.40.36"E 33.86E
L129 37.34.33"E 36.28E
L130 37.34.33"E 36.28E
L131 38.00.24"E 36.02E
L132 36.00.58"E 35.06E
L133 38.59.34"E 36.01E
L134 36.03.08"E 35.23E
L135 38.20.25"E 34.21E
L136 31.50.35"E 34.55E
L137 38.53.35.2"E 35.43E
L138 34.47.43"E 35.18E
L139 34.47.43"E 35.18E
L140 38.53.35.2"E 35.43E
L141 36.03.08"E 35.23E
L142 30.05.13.0"E 36.02E

130
SECT

[illegible]

APPROVED BY THE
TOWN OF SCARBOROUGH PLANNING BOARD

[Signature]
TOWN CLERK

[Signature]
TOWN ENGINEER

[Signature]
TOWN MANAGER

[Signature]
TOWN BOARD

DATE _____

PLAN REFERENCES

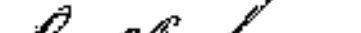
- | | |
|---------|--|
| TIME | 1. A7A/SPS AND TITLE SURVEY 1 SUBBOROUGH DOWN ROAD, SCARBOROUGH, PLUM HILL TOWNSHIP, MAINE. THE CROSSROADS HOLDINGS LLC BY OWEN HASKELL, INC. DATED NOVEMBER 4, 2017 |
| DATE | 2. LAND SUBDIVISION PLAN 1 SUBBOROUGH DOWN ROAD, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS LLC BY OWEN HASKELL, DATED MAY 10, 2018 |
| PERSON | 3. THE 1/4 ACRES SUBDIVISION PLAN TOWN CENTER RESIDENTIAL SUBDIVISION 4, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS, LLC BY OWEN HASKELL, INC. DATED JULY 2, 2022 |
| ADDRESS | 4. SUBDIVISION PLAN TOWN CENTER RESIDENTIAL SUBDIVISION 4, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS, LLC RECORDED IN PLAN BOOK 222, PAGE 2, O.C.R. |
| TEST | 5. SUBDIVISION PLAN TOWN CENTER RESIDENTIAL SUBDIVISION 4, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS, LLC RECORDED IN PLAN BOOK 222, PAGE 2, O.C.R. |
| VISION | 6. SUBDIVISION PLAN HANCE DISTRICT SUBDIVISION 4, 473 1 & 2, HANCE PARKWAY, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS, LLC JULY 27, 2022 RECORDED IN PLAN BOOK 222, PAGE 3/5. |
| | 7. SUBDIVISION PLAN TOWN CENTER SUBDIVISION 4, MARKET STREET, SCARBOROUGH, HAMPSHIRE COUNTY, VANCE HANCE CROSSROADS HOLDINGS, LLC DATED JULY 2, 2022 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 222, PAGE 3/8 |

GENERAL NOTES

1. OWNER OF RECORD: CROSSROADS ASSOCIATES, L.P.
P.O. BOX 485, SCARBOROUGH, ME 04070
C.C.F.D. BOOK 54573 PAGE 156
TAX MAP 1980, LOT 4
2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM WEST ZONE NAD 83.
3. WEAKENS AS SHOWN ON THIS PLAN WERE CALCULATED BY MARK HAMPTON IN NOVEMBER 2017 AND IN MAY 2018 AND CONFIRMED BY THE ENVIRONMENTAL IN DECEMBER 2018.
4. TREE REMOVAL BETWEEN JUNE 1 AND JULY 31 IS REQUIRED.
5. SCARBOROUGH DOWNS ROAD, MARKET STREET AND CROSS STREET ARE PROPOSED ROADWAYS FOR PUBLIC ACCESS.
6. FIRST ADJACENT CORPSES LOT 2 AND 3, EXTENDS PUBLIC ROAD RIGHT OF WAY AND ADJACENT LOT 3 ON THE PLAN TITLED "SUBDIVISION PLAN, TOWN CENTER SUBDIVISION, MARKET STREET, SCARBOROUGH, MAINE MADE RECORD OWNER CROSSROADS HOLDINGS, LLC" DATED JUNE 7, 2024 HEREON IN PLAN BOOK 225 PAGE 299.
7. THE TOWN OF SCARBOROUGH WILL NOT ACCEPT STRIPS UNTIL ALL TOWN STANDARDS ARE MET AND A CONNECTION IS MADE THROUGH TO ADJACENT LOT 10.

CERTIFICATE

OWEN PASKALL, INC. CERTIFY FOR THIS THAT THIS AWARD IS BASED ON, AND THE
 RESULT OF, AN ON-THE-SPOT INSPECTION MADE SUBJECT AND THAT TO THE BEST OF OUR
 KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF
 LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF
 PRACTICE.

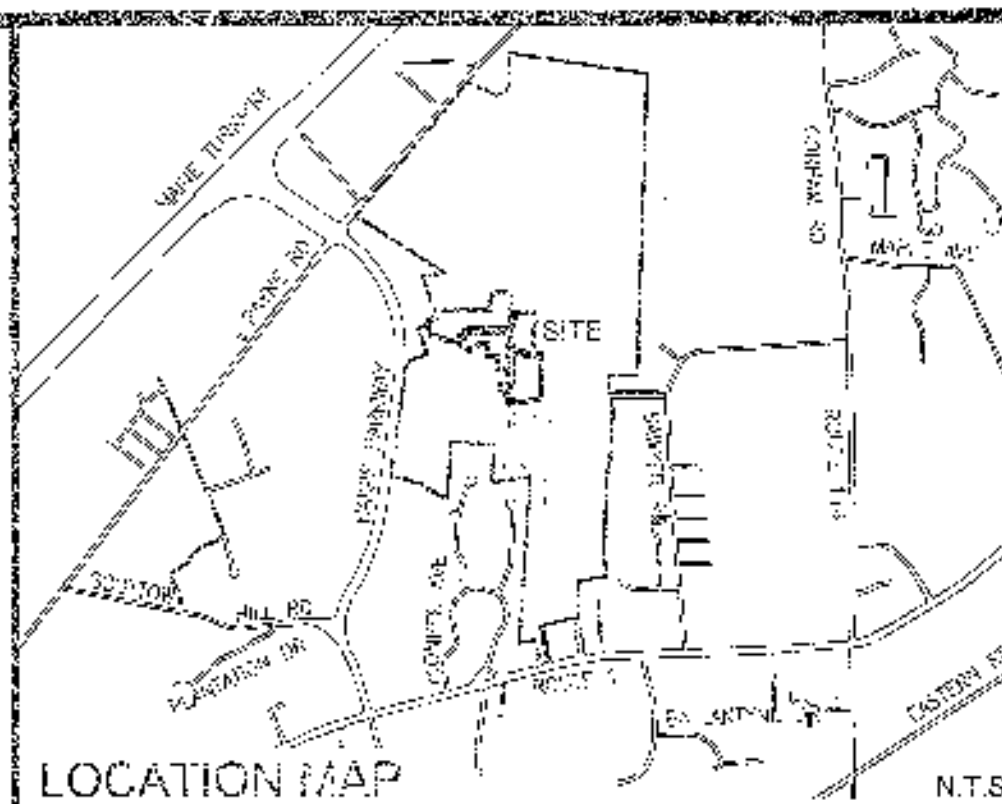
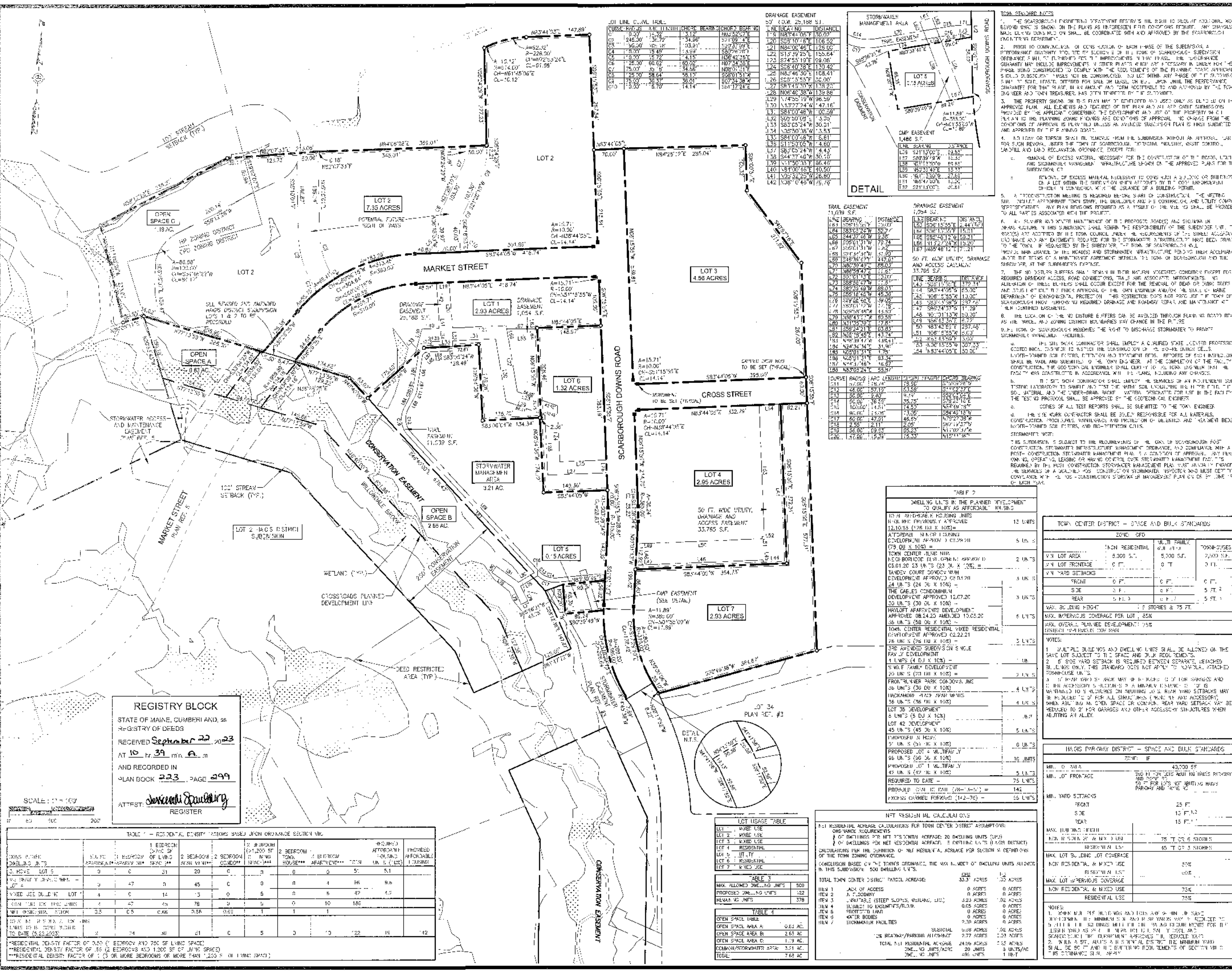

 RANDY R. LOURIER, P.E. #2107
 8/02/232
 2407
 STATE OF MAINE
 PROFESSIONAL LAND SURVEYOR

FIRST AMENDED SUBDIVISION PLAN

**FIRST AMENDED SUBDIVISION PLAN
TOWN CENTER SUBDIVISION
MARKET STREET
SCARBOROUGH, MAINE
MADE FOR RECORD OWNER
CROSSROADS HOLDINGS, LLC
P.O. BOX 485, SCARBOROUGH, MAINE**

OWEN HASKELL, INC.
 PROFESSIONAL LAND SURVEYORS
 390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0421
 DRAWN BY: RRL/JDW DATE: JULY 17, 2024 JOB NO. 2018-225 SC
 CHECKED BY: JRL SCALE: 1" = 200' SUBMITTAL: 1-10

TABLE 1 - MINIMUM DENSITY ACTIONS BASED UPON DRAINAGE SECTION VMC												
CONSTRUCTED DRAINING UNITS	STUDIO APARTMENT	1 BEDROOM APARTMENT	2 BEDROOM APARTMENT OR 2 OF 1000 SF OF LIVING SPACE**	3 BEDROOM APARTMENT OR 3 OF 1000 SF OF LIVING SPACE**	4 BEDROOM APARTMENT OR 4 OF 1000 SF OF LIVING SPACE**	5 BEDROOM APARTMENT OR 5 OF 1000 SF OF LIVING SPACE**	6 BEDROOM APARTMENT OR 6 OF 1000 SF OF LIVING SPACE**	7 BEDROOM APARTMENT OR 7 OF 1000 SF OF LIVING SPACE**	8 BEDROOM APARTMENT OR 8 OF 1000 SF OF LIVING SPACE**	9 BEDROOM APARTMENT OR 9 OF 1000 SF OF LIVING SPACE**	REQUIRED DENSITY UNITS PER ACRE (1000)	PROPOSED AFFORDABLE HOUSING
ST. MONS - LOT 2	C	0	3	20	0	0	0	0	0	0	5	5.1
MULTIFAMILY HOUSING - LOT 2	C	4	0	45	0	0	0	0	0	0	98	9.5
MIXED USE BUILDING - LOT 1	A	0	14	15	0	5	0	0	0	0	42	4.2
MULTIFAMILY DEVELOPMENT - LOT 7	C	4	24	62	0	0	0	0	0	0	60	6.0
TOTAL FULL DRAINING UNITS	4	5	60	110	0	5	0	0	0	0	249	
NET RESIDENTIAL FACTOR	0.5	0.5	0.88	0.66	0.55	1	1	1	1	1		
TOTAL NET RESIDENTIAL DRAINING UNITS TO BE CONSTRUCTED	2	26	46	73	0	5	0	0	0	0	162	142
**RESIDENTIAL DENSITY FACTOR OF 0.55 (2 BEDROOMS AND 750 SF OF LIVING SPACE)												
**RESIDENTIAL DENSITY FACTOR OF 0.60 (2 BEDROOMS AND 1,200 SF OF LIVING SPACE)												
**RESIDENTIAL DENSITY FACTOR OF 1 (3 OR MORE BEDROOMS OR MORE THAN 1,200 SF OF LIVING SPACE)												



APPROVED BY THE
TOWN OF SCARBOROUGH PLANNING BOARD

[Signature]
TOWN ENGINEER

[Signature]
TOWN CLERK

- PLAN REFERENCES**
- 1. ALL VIEWS AND TITLE SURVEY 1 SCARBOROUGH DOWNS ROAD SCARBOROUGH, MAINE AND DOWNS ROAD, SCARBOROUGH, MAINE TO BE DONE IN ACCORDANCE WITH THE MAINE SURVEYING ACT, 1997.
 - 2. LAND SURVEY 45-01-01 SCARBOROUGH, MAINE, TOWN CENTER SUBDIVISION, SCARBOROUGH, MAINE, MAP NO. 45-01-01, DATED JULY 12, 2022.
 - 3. FIFTH AMENDED SUBDIVISION MAP NO. 45-01-01, TOWN CENTER SUBDIVISION, SCARBOROUGH, MAINE, MAP NO. 45-01-01, DATED JULY 12, 2022.
 - 4. SUBDIVISION PLAN TOWN CENTER SUBDIVISION, SCARBOROUGH, MAINE, MAP NO. 45-01-01, DATED JULY 12, 2022.
 - 5. SUBDIVISION PLAN TOWN CENTER SUBDIVISION, SCARBOROUGH, MAINE, MAP NO. 45-01-01, DATED JULY 12, 2022.

- GENERAL NOTES**
- OWNERS OF RECORD: CROSSROADS HOLDINGS, LLC, 100 BOX 485, SCARBOROUGH, MAINE 04074. TAX MAP 2022 LOT 4.
 - SEPARATE AREAS OF LAND SHOWN HEREON ARE NOT TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE SUBDIVISION MAP.
 - IF THE SUBDIVISION MAP IS USED FOR THE PURPOSES OF THE SUBDIVISION MAP, THE SUBDIVISION MAP MUST BE USED IN ACCORDANCE WITH THE MAINE SURVEYING ACT, 1997.
 - IF THE SUBDIVISION MAP IS USED FOR THE PURPOSES OF THE SUBDIVISION MAP, THE SUBDIVISION MAP MUST BE USED IN ACCORDANCE WITH THE MAINE SURVEYING ACT, 1997.
 - IF THE SUBDIVISION MAP IS USED FOR THE PURPOSES OF THE SUBDIVISION MAP, THE SUBDIVISION MAP MUST BE USED IN ACCORDANCE WITH THE MAINE SURVEYING ACT, 1997.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON AND THE RESULT OF AN ACCURATE FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT COMFORMS WITH THE SUBDIVISION MAP ACT, 1997, AND THE SUBDIVISION MAP ACT, 1997, AND THE SUBDIVISION MAP ACT, 1997.

[Signature]
RANDY R. LOUBIER, FLS 2407

DATE: 1/16/2024

SUBDIVISION PLAN
TOWN CENTER SUBDIVISION
MARKET STREET
SCARBOROUGH, MAINE
MADE FOR RECORD OWNER
CROSSROADS HOLDINGS, LLC
P.O. BOX 485, SCARBOROUGH, MAINE

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
360 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL 207-774-6424

DRAWN BY: RFL/WW DATE: JUNE 7, 2023 JOB NO.: 2018-225-S
CHECKED BY: RFL SCALE: 1"=100' DRAWN NO.: 142

Exhibit 9 – Town of Scarborough Notices of Decision

Planning Board Notice of Decision

Type of Plan: *Site Plan*

Applicant: *Crossroads Holdings, LLC, PO Box 188, Scarborough, Me 04070*

Approval Date: *June 26, 2023*

Plan Set Title & Dates:

"Scarborough Downs Town Center Multi-Family Development (Lot 4)" prepared by Acorn Engineering dated 5/12/23, to be further revised per Board conditions.

Findings and Conditions of Approval:

The Planning Board approved the site plan by Crossroads Holdings, as depicted on the plan set prepared by Acorn Engineering dated 5/12/23 with the following findings and conditions.

Findings

The project includes construction of 2 multifamily buildings at the intersection of Downs Road and Cross Street. Each building would be 14,800+/- square feet and contain 48 units for a total of 96 residential units.

The Planning Board has reviewed the application and supporting documentation and finds that the proposed design of the site plan adequately addresses the Site Plan Review and Zoning Ordinance with the following conditions. As such, it adopts and incorporates the findings in the staff memo dated 6/5/23.

Waivers

1. Site Plan Review Ordinance Section IV.D.2. to reduce the minimum drive aisle from 25 to 24 feet for perpendicular parking space areas.
2. Site Plan Review Ordinance Section IV.C.1. to increase the maximum residential driveway width along Downs Road from 24 feet to 25 feet.

Conditions

1. This project is located in a proposed subdivision which has not yet been approved by the Board. If the subdivision process yields changes that affect this site plan, a site plan amendment is required.
2. Prior to issuance of a building permit, the applicant shall:
 - a. Address the comments in the staff memo dated 6/5/23.
 - b. Address the comments in the Barton & Loguidice memo dated 5/22/23.
 - c. Address the comments in the Haley Ward memo dated 5/24/23.
 - d. Provide Portland Water District ability to serve and formal approval, as well as Scarborough Sanitary District Board of Trustee approval.
 - e. The applicant shall execute and record a Stormwater Maintenance Agreement with the Town. The form of the Stormwater Maintenance Agreement is located

Planning & Code Enforcement

in Appendix 1 of the Town of Scarborough's Chapter 419 Post-Construction Stormwater Infrastructure Management Ordinance.

- f. Update plan sets and narrative materials to reflect items discussed at the 6/26/23 Planning Board meeting. This includes:
 - i. Showing heating and cooling systems, which were discussed to be VRFs with the Planning Board. All rooftop mounted HVAC units shall be appropriately screened.
- g. Pay traffic impact fees totaling \$28,704 (*Dunstan Corner* - \$16,824; *Haigis @ Route 1* - \$11,880).

This shall be reviewed by the Planning Department

3. Prior to the issuance of Certificate of Occupancy, the applicant shall submit evidence in the form of a letter or plan prepared and stamped by a Professional Engineer who either prepared the Post-Construction Stormwater Management Plan and its associated Facilities or supervised the Plan and Facilities construction and implementation. The letter or plan shall certify that the Stormwater Management Facilities have been installed in accordance with the approved Post-Construction Stormwater Management Plan and that they will function as intended by said Plan.
4. Prior to the issuance of a sign permit, the applicant shall provide a final signage plan.

This shall be reviewed and approved by the Planning Department.

5. Prior to the start of construction a preconstruction meeting is required. The meeting shall include appropriate Town Staff, the developer and their site contractor and is to be coordinated through the Planning Department. All plan modifications are to be completed prior to scheduling the pre-construction meeting.

Growth Permit Information

Upon approval this project is granted 96 growth permits to be taken from the Area 3 three-year allocation. Growth permits shall expire site plan approval expiration date.

Post Approval Items of Note:

1. No occupancy for full or partial occupancy shall be issued by the Code Enforcement Officer until the Town Engineer, Town Planner or their designee are satisfied that the property has been constructed in accordance with the approved site plan and conditions of approval, or that the Town has received a performance guarantee for the completion of specific outstanding site elements within a specified timeframe.
2. Final approval shall expire one (1) year from the date of such approval unless the applicant has started substantial construction. The Town Planner may extend final approval for one (1) additional year for good cause, provided a written request for extension is submitted before the expiration of the approval. At his option, the Town Planner may refer any request for extension to the Planning Board for decision.

Eric Sanderson

Eric Sanderson
Senior Planner

Cc: Dan Bacon, M&R Holdings (via email)
Celina Daniell, M&R Holdings (via email)
Pete Heil, Acorn Engineering (via email)

File



Planning Board Notice of Decision

Type of Plan: *Final Subdivision*

Applicant: *Crossroads Holdings, LLC, P.O. Box 485, Scarborough, ME 04070*

Approval Date: *June 23, 2023*

Plan Set Title & Dates:

"The Downs Town Center Subdivision" Phase I prepared by Gorrill Palmer dated 6/12/23.

Findings and Conditions of Approval:

The proposal is for the first phase of the Town Center subdivision at Scarborough Downs. It includes seven lots for a mix of commercial, office, restaurant, retail, and multifamily uses.

The Board reviewed the materials under the provisions of Chapter 405 of the Town of Scarborough Zoning Ordinance and Chapter 406 the Town of Scarborough Subdivision Ordinance. Based on their review the Board approved the final subdivision plan.

Conditions

1. Prior to the release of the signed subdivision plan for recording, the applicant shall:
 - a. Provide approval from MaineDOT for work in the Conservation Easement
 - b. Receive approval from the Public Works Director on manufacturer, color, size, pattern and material for all pavers to be used in the subdivision. Application of all pavers must follow the heavy duty paver detail on sheet C403.
 - c. The three 8 foot paver sections between ADA plates and flush granite shall have distinct color, style, and/or pattern from the on street crosswalks and pavers.
 - d. Update the plan set to reduce the ADA detectable warning strips to the width of the crossing pavers at Market Street and Downs Road.
 - e. Address the comments in the Haley Ward memo dated 6/19/23.
 - f. Address the comments in the Barton & Loguidice memo dated 6/20/23.
 - g. The applicant shall execute and record a Stormwater Maintenance Agreement with the Town. The form of the Stormwater Maintenance Agreement is located in Appendix 1 of the Town of Scarborough's Chapter 419 Post-Construction Stormwater Infrastructure Management Ordinance.
 - h. Provide a performance guarantee required by Section 9 of the Town of Scarborough Subdivision Ordinance with costs based on the final plan set.

This shall be reviewed by the Planning Department

Planning & Code Enforcement

2. Any change from the approved paver materials and overall design of the Scarborough Downs Road and Market Street intersection, as well as crosswalks, will require Planning Board review and approval.
3. Each subsequent non-residential site plan in the subdivision shall require a truck routing and circulation plan for deliveries to be reviewed and approved by the Planning Board.
4. The Market Street Monitoring Program described in the preliminary subdivision submission dated 5/1/23 shall be implemented. This shall start on the first August upon completion of the Market Street and Downs Road intersection. If the Monitoring Program is not started at this time, this shall be considered a violation of the Planning Board approval.
5. Any future bus stop shall be approved by the Planning Department in accordance with the Town's Ordinances.
6. Prior issuance of the first CO in the subdivision, the applicant shall submit evidence in the form of a letter or plan prepared and stamped by a Professional Engineer who either prepared the Post-Construction Stormwater Management Plan and its associated Facilities or supervised the Plan and Facilities construction and implementation. The letter or plan shall certify that the Stormwater Management Facilities have been installed in accordance with the approved Post-Construction Stormwater Management Plan and that they will function as intended by said Plan.

Post Approval Items of Note

1. A qualified post-construction stormwater inspector, shall, on or by June 1 of each year, provide a completed and signed certification to the Code Enforcement Officer in a form identical to that attached as Appendix 2 of the Post-Construction Stormwater Infrastructure Management Ordinance, certifying that the person has inspected the Stormwater Management Facilities and that they are adequately maintained and functioning as intended by the approved Post-Construction Stormwater Infrastructure Management Plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection.

Sincerely,



Eric Sanderson,
Senior Planner

cc: Dan Bacon, M&R Holdings (via email)
Celina Daniell, M&R Holdings (via email)
Drew Gagnon, Gorrill Palmer (via email)
File

Exhibit 10 - Maine DEP Approvals



30113 MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

CROSSROADS HOLDINGS, LLC	) SITE LOCATION OF DEVELOPMENT ACT
Scarborough, Cumberland County	) LONG-TERM CONSTRUCTION PROJECT
THE DOWNS	)
LE-27956-26-F-N (Aspetuck)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481–489-E and Chapters 375, 380, and 500 of Department rules, the Department of Environmental Protection has considered the application of CROSSROADS HOLDINGS, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

I. PROJECT DESCRIPTION:

A. History of Project: In Department Order LE-27956-N1-A-N/L-27956-TC-B-N, dated October 9, 2018, the Department approved a stormwater management system that included 13,684 square feet of freshwater wetland fill for a mixed residential development and memory care facility that resulted in 8.67 acres of impervious area and 19.4 acres of developed area. The Department accepted National Resources Protection Act (NRPA) Permit by Rule Notification Form (PBR #66206) on July 19, 2018, for outfall pipes adjacent to a natural resource. In Department Order #LE-27956-39-C-N/L-27956-TC-D-N, dated July 30, 2019, the Department approved the development of the “Innovation District” that included an additional 50,821 square feet of freshwater wetland fill on approximately 1.50 acres of the Scarborough Downs parcel that resulted in 51 acres of impervious area and 68 acres of developed area. These projects are phase I and phase II of the multi-phase development called “The Downs” located on Scarborough Downs Road.

B. Summary: The applicant proposes a Long-Term Construction Project (LTCP) pursuant to Chapter 380 (66-096 C.M.R., ch. 380, effective June 2, 2016) to develop a 356-acre mixed-use community called The Downs on the Scarborough Downs parcel that will include multiple phases and subphases over a ten-to 20-year timeframe. A LTCP is a project that either is not anticipated at the time of approval to be substantially completed, or is not substantially completed, within ten years from the date of approval. The applicant of a LTCP may elect to provide specific designs or, alternatively, may choose to specify assumptions for the development or a portion of the development as allowed by the department on a site-specific basis. Under the LTCP, multiple individual development and redevelopment applications will be submitted as subsequent amendments to this Order over the entire ten- to 20-year period of time.

The proposed LTCP, The Downs, will incorporate previous Department Orders #LE-27956-N1-A-N/L-27956-TC-B-N (Phase I) and #LE-27956-39-C-N/L-27956-TC-D-N (Phase II) and will include future multi-phases and subphases on the remaining 398 acres of the 356-acre parcel.

The proposed development is shown on a set of plans, the first of which is entitled "Long Term Construction Project – Planning Districts: The Downs," prepared by Garrill Palmer, and dated October 16, 2019. The project parcel is located on Scarborough Downs Road between Payne Road and Route 1 in the Town of Scarborough.

C. Current Use of Site. The parcel called Scarborough Downs is approximately 256 acres in size and identified as Lots 4, 6, and 1E on Map R52 of the Town of Scarborough's tax maps. The southern end of the parcel contains Scarborough Downs Phase 1 and construction on this phase is complete. The center of the parcel includes the existing Scarborough Downs racetrack, its associated improvements, and woodland. The northern end of the parcel is the location of "The Innovation District" which is approximately 150 acres in size.

2. FINANCIAL CAPACITY:

The total cost of the LTCP is estimated to be \$98,662,500. The applicant submitted a letter from NTB Bank, dated September 30, 2019, indicating that it intends to provide financing for the proposed LTCP. With each subsequent amendment to this Order, the applicant must submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Department for review and approval.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that with each subsequent amendment to this Order, the applicant must submit to the Department site specific financial evidence as described above.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the LTCP and a list of projects successfully constructed by the applicant. The applicant also retained the services of Garrill Palmer, a professional engineering firm, to assist in the design and engineering of the LTCP. In addition, the applicant retained Flycatcher LLC for wetland delineations and vernal pool survey; Owen Haskell for the overall land survey; R.W. Gillespie & Associates, Inc. for geo-technical and soil survey, and Aceto Landscape Architects for landscape design and architecture.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards provided that with each subsequent amendment to this Order, the applicant must submit to the Department evidence of technical ability for the specific plans proposed in each amendment.

4. NOISE:

The applicant has stated that the proposed LTCP will have a minor noise impact and anticipates that typical noise from The Downs project will be associated with traffic, residential, recreation, and commercial type noises, which are consistent with uses on

surrounding parcels. The Town's noise ordinance, the Good Neighbor Ordinance, does not contain quantifiable noise standards. Therefore, the Department must apply its own noise standards under Chapter 375, § 10.

There are residential neighborhoods that are protected locations to the east, southeast, and south of the undeveloped districts of the The Durens parcel. The residential neighborhoods located on Sawgrass Drive, Track View Terrace, Juneberry Lane, and Mulberry Lane are all approximately 100 feet or more from the project parcel. All other protected locations are farther away from the project site. The project will have a minor sound impact from vehicle traffic throughout the site. Registered vehicles that enter the project area are exempt from noise regulation pursuant to Chapter 375, § 10(C)(3)(c).

The Department's Chapter 375, § 10(C)(1)(a)(ii) noise standards for sound from routine operations are 70 dBA (decibels on the A-weighted scale) during daytime hours and 60 dBA during nighttime hours. Daytime hours are from 7:00 a.m. to 7:00 p.m. and nighttime hours are from 7:00 p.m. to 7:00 a.m. Any construction occurring during nighttime hours must meet the Department's Chapter 375, § 10(C)(2)(a)(i) noise standards for sound from the construction of developments. Construction work occurring between 7:00 a.m. and 7:00 p.m., or daylight hours, whichever is longer, is not regulated pursuant to 36 M.R.S.A. § 484(3)(A).

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project provided the applicant adheres to the noise standards found in Chapter 375, § 10(C).

5. SCENIC CHARACTER

The LUCP parcel is bound by Payne Road to the north and northwest. Along Payne Road the parcel is bordered by commercial properties. The project parcel is bound to the north and northeast by Warren Woods, a conservation area owned and maintained by the Scarborough Land Trust. Along the eastern property line, the parcel is bordered by single family residences. The project parcel is bound to the west by Haigis Parkway. An inactive sand and gravel pit is located across Haigis Parkway from the project parcel. Along the southwestern property line, the parcel is bordered by a commercial subdivision, Enterprise Business Park. Along the southern property line, the project site is bound by Route One, commercial properties, and an apartment building.

The applicant has proposed to maintain the surrounding scenic character by maintaining a 100-foot buffer from Warren Woods and adjacent to the residential neighborhoods along the eastern and southeastern property line. The applicant has acquired an additional 15-acre lot adjacent to Warren Woods to provide open space, uplands, and wetlands that will be left undisturbed. The applicant states that they are focusing future development in areas that have been previously partially-developed and disturbed within the parcel and minimizing development in areas of wetland and high value natural resource areas, which will serve as a visual buffer. The proposed LUCP consists of mixed use residential, commercial, light industrial, civic, and recreation-oriented developments.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed LTCP. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site; however, it recommended that surveys for vernal pools be conducted across the entire parcel and 100-foot undisturbed vegetated buffers be maintained along streams. The applicant agreed to conduct vernal pool surveys and maintain stream buffers. No fisheries concerns were identified.

Additionally, MDIFW noted that several species of bats are listed under the Maine Endangered Species Act as endangered or threatened and were likely to be found within project area during migration and/or breeding season. MDIFW recommended that the applicant contact the United States Fish and Wildlife Service (USFWS) for further guidance. The USFWS recommended that tree clearing be limited to the period when bats are not present. The applicant has agreed to limit forestry activities/tree removal to August through May to limit disturbance to Northern Long-Eared Bats.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries provided vernal pools are surveyed, 100-foot buffers are maintained along streams, and construction is limited to seasonal work windows.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS

The Maine Historic Preservation Commission (MHPC) reviewed the proposed LTCP and stated that outside of the Scarborough Downs Racetrack and grandstand, the project will have no effect upon any structure or site of historical, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966. The applicant has retained a historic consultant to collaborate with the MHPC regarding any future development that may impact the historic resource. Any subsequent amendment to this Order that proposes development that will include the Scarborough Downs Racetrack and/or grandstand will be required to include site specific documentation, following consultation with the MHPC, demonstrating that the proposed development will not adversely affect any historic sites, historic structures, or archaeological sites.

The Maine Natural Areas Program (MNAP) reviewed the proposed LTCP and stated that the database does not contain any records documenting the existence of rare or unique botanical features on the LTCP parcel. Additionally, MNAP stated that a Pitch Pine Bog, a rare or unique botanical feature, is located on an abutting property; however, MNAP, after reviewing the development plan, drainage plan, and erosion control plan for the previously licensed Innovation District, responded that the proposed 100-foot buffers along the north and eastern property lines of the parcel were adequate to protect the integrity of the nearby Pitch Pine Bog.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site provided that with any subsequent amendment to this Order proposing development that will include the area of the Scarborough Downs Racetrack and/or grandstand, the applicant must submit to the Department site specific documentation, following consultation with the MUPC, as outlined above.

8. **BUFFER STRIPS:**

The proposed LTCP is projected to utilize visual buffers and natural resource buffers. In addition, the project may include stormwater buffers. All subsequent amendments to this Order must include a description of the buffer strips proposed to limit scenic impacts, stormwater management, natural resources, or wildlife protection. Proposed buffers that will require deed restrictions must include the proposed deed restriction language.

The Department finds that the applicant has made adequate provision for buffer strips provided each subsequent amendment to this Order provides site specific information regarding buffer strips, as described above.

9. **SOILS:**

The applicant submitted a Class B high intensity soil survey map and report prepared by Statewide Surveys, Inc. based on the soils found at the project site. This report was prepared by a certified soils scientist and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Water Quality (BWQ).

Under the LTCP, multiple individual development and redevelopment applications will be submitted as subsequent amendments to this Order over a period of time. Each subsequent amendment to this Order will require a review of a geotechnical survey specific to the site and development proposed. In addition, the applicant does not anticipate the need for blasting on the project parcel, however, should a geotechnical survey indicate that blasting is required, that subsequent amendment must include a Blasting Plan to be reviewed by DEA.

The Department finds that, based on this report and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices provided site specific geotechnical surveys and blasting plans are provided with each subsequent amendment to this Order, as outlined above.

10. **STORMWATER MANAGEMENT:**

Under the LTCP, multiple individual development and redevelopment applications will be submitted as subsequent amendments to this Order over a period of time. The impervious area, developed area, and stormwater treatment requirements of each subsequent amendment to this Order will be reviewed independently.

The project parcel lies within the watersheds of Mill Brook and Willowdale Brook, which ultimately drain to the Atlantic Ocean. The applicant submitted elements to address the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. ch. 500, effective August 12, 2015), which constitute the overall stormwater management plan framework. Subsequent amendments to the LDCP must contain stormwater control measures that are consistent with this framework.

A. Basic Standards

(1) **Erosion and Sedimentation Control:** The applicant submitted a written Erosion and Sedimentation Control (ESC) Plan (Section 14 of the application) and plan sheets showing Erosion and Sedimentation Control Notes and Details that are based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

The written ESC Plan and plan sheets reflect a variety of conditions that may apply to subsequent amendments to this Order. If revisions will be required for a subsequent amendment based on site-specific conditions, the Department will request changes to the written ESC Plan or the ESC plan sheets in that amendment.

Erosion and sedimentation control details will be included on the final construction plans for each subsequent amendment to this Order, and the erosion and sedimentation control narrative for the subsequent amendments will be included in the project specifications that will be provided to the construction contractor.

Third-Party Inspection: During review of subsequent amendments to this Order, the Department will determine whether the applicant must retain the services of a third-party inspector in accordance with the Special Condition for Third-Party Inspection Program, which is attached to this Order. This determination will be based on: the size or nature of the project site; nearby natural resources; other site-specific considerations; and/or the status of construction of projects approved under previous amendments to this Order.

Pre-Construction Meeting: During review of subsequent amendments to this Order, the Department will determine if, prior to the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. Such a meeting must be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third-party inspector (if required).

(2) **Inspection and Maintenance:** The applicant submitted an inspection and maintenance plan framework that addresses both short-term (construction) and long-term (post-construction) inspection and maintenance requirements. The inspection and maintenance plan framework is based on the standards contained in Appendix B of Chapter 500. This inspection and maintenance plan framework was reviewed by, and revised in response to the comments of, BLR.

Responsible Party The party or parties responsible for post-construction inspection and maintenance of the stormwater management system will vary in subsequent amendments to this Order. The party may be the applicant, a homeowner's association, a condominium association, the Town of Scarborough, a commercial business park association, a third-party tenant, another entity, or a combination of these. During the review of subsequent amendments, the Department will verify that responsible parties are clearly identified.

Associations For proposed homeowner associations, condominium associations, or commercial business park associations, the Department will review the Declaration of Covenants and Restrictions for equivalent documentation as part of its review of subsequent amendments to this Order. The Department will make a finding about whether the applicant will be responsible for all inspection and maintenance prior to the formation of such an association.

Municipal Acceptance During the review of subsequent amendments to this Order, the Department will determine whether the Town of Scarborough intends to accept the road, the portion of the stormwater management system that is located in the road right-of-way and/or other elements of the stormwater management system upon completion of construction. The Department may make a finding that the applicant has submitted a letter adequately documenting the Town's agreement to maintain the road and/or the stormwater management system in accordance with the terms of this Order. Alternately, the Department may make a finding that the applicant may not transfer responsibility for maintenance of the road and/or the portion of the stormwater management system that is located in the road right-of-way to the Town of Scarborough until a letter has been submitted from the Town to the BLR documenting the Town's agreement to maintain both in accordance with the terms of this Order.

Proprietary BMPs and Permeable Pavement Surface For subsequent amendments to this Order that propose one or more proprietary stormwater treatment BMP or permeable pavement surface, the Department will require as part of its review that the applicant submit to the BLR a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of each type of proprietary stormwater treatment BMP proposed. This requirement also includes maintenance of permeable pavement with a sweeping technology approved by the Department.

Management of Storm Sewer Grit from Structures For all subsequent amendments to this Order, the Department will require that storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Marine Solid Waste Management Rules.

(3) Housekeeping The framework of the application ensures that subsequent amendments to this Order will be required to comply with the performance standards outlined in Appendix C of Chapter 506.

Based on BLR's review of the writer erosion and sedimentation control plan, erosion control notes and detail plan sheets, and the inspection and maintenance plan framework,

the Department finds that subsequent amendments to this Order will be required to meet the Basic Standards contained in Chapter 500, § 4(B), as outlined above.

B. General Standards:

The applicant's submitted stormwater management plan framework includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts.

Mitigation of Pollutants. Mitigation of pollutants in stormwater from the development proposed in subsequent amendments to this Order will be achieved by stormwater treatment Best Management Practices (BMPs) that have been approved by the Department.

Treatment Standards. The treatment standards that apply to subsequent amendments to this Order may include one or more of the following, defined in the respective section of Chapter 500: 4A treatment, per 4(C)(2)(a)(i); treatment of more than one inch of runoff from impervious area, per 4(C)(2)(a)(ii); treatment based on the percentage of land available for development, per 4(C)(2)(a)(iii); treatment of area eligible for the Redevelopment standard, per 4(C)(2)(d); or treatment of the linear portion of a project, per 4(C)(5)(c). The Department may also determine, on a site-specific basis, that mitigation of stormwater within the same watershed may be provided to comply with Chapter 500, per 4(C)(2)(c).

Design Standards. The applicant's stormwater management plan framework provides technical detail about the ways in which on-site-specific conditions will be addressed in subsequent amendments to this Order. The applicant's stormwater management plan framework states specific design assumptions that will apply to the design of stormwater treatment BMPs in subsequent amendments. These design details and assumptions include, but are not limited to: siting (and controls for) potential pollution sources; providing required pretreatment; selecting and installation of impermeable liners; addressing shallow groundwater in BMP design; selecting appropriate landscaping elements, and protection of BMPs from vehicular traffic, heavy equipment, and from being used for snow storage.

Channel Protection Volume. The applicant's stormwater management plan framework will provide channel protection in subsequent amendments, if applicable, to this Order.

Discharges to Wetlands. The applicant's stormwater management plan framework will satisfy the requirements of Chapter 500, § 4) in subsequent amendments, if applicable, to this Order.

Thermal Impacts. The applicant's stormwater management plan framework will provide treatment for thermal impacts in subsequent amendments, if applicable, to this Order.

Stormwater Treatment Buffers. The applicant's stormwater management plan framework protects any forested stormwater treatment buffers or meadow stormwater treatment

buffers proposed in subsequent amendments, if applicable, to this Order from alteration through the execution of a deed restriction. The applicant will include proposed deed restriction language that meets Department standards in its subsequent amendment application. The applicant's stormwater management plan framework states that the location of each stormwater treatment buffer must be permanently marked on the ground, prior to the start of construction. The deed for each lot that contains any portion of the designated stormwater treatment buffer must contain deed restrictions relative to each stormwater treatment buffer. The deed for each lot shall have attached to it a plot plan for the lot, drawn to scale, that specifies the location of each stormwater treatment buffer on the lot. If a stormwater treatment buffer will be in open space, the deed that shows the open source area and shall have the plot plan attached. The applicant's stormwater management plan framework states that all required deed restrictions will be executed and recorded, including the appropriate stormwater treatment buffer deed restrictions, within 60 days of the date of the amendment to this Order unless the deed restriction is to be placed on a subdivision. If in that situation, the applicant's stormwater management plan framework commits to executing and recording the required deed restriction prior to the start of construction on the lot. The applicant shall submit a copy of each recorded deed restriction, including the plot plan, to the BIR within 60 days of its recording.

Infiltration: The applicant's stormwater management plan framework affirms that any infiltration system proposed in a subsequent amendment to this Order will be reviewed by staff from DHA. The applicant will ensure that the discharge of soluble pollutants to the infiltration area is minimized. The Department will make a finding for each subsequent amendment that includes proposed infiltration whether proposal will adversely impact groundwater quality. The applicant's stormwater management plan framework commits that any infiltration area will be maintained to assure that its capacity is unimpaired.

Threatened Stream Protection: The project lies within the watershed of Mill Brook and Willowdale Brook, both of which are on the Department's Threatened Stream Priority List but are not Urban Impaired Streams as of the date of this LTCP Construction Project Order. The applicant's stormwater management plan framework will consider approaches identified by Department staff to be protective of these Threatened Streams in which the project is located by considering BMPs that will: optimize infiltration of chloride-free runoff; limiting the discharge of high-chloride runoff to a surface water during low-flow periods; encouraging the discharge of low-chloride runoff to a surface water during low-flow periods; and encouraging the release of high-chloride runoff to a surface water during high-flow periods.

Urban Impaired Stream Standard: The applicant's stormwater management plan framework confirms that if either Mill Brook and Willowdale Brook is listed as an Urban Impaired Stream (UIS) subsequent to the date of this Order, subsequent amendments to this Order in that watershed will be required to satisfy the Urban Impaired Stream standard in Chapter 560 of the Regulations. This compliance may include: contribution to a compensation fee utilization plan (CFUP), if one were to be developed by the Town of Scarborough; on-site mitigation; off-site mitigation within the same watershed; or a combination of these, as approved by the Department. If compensation is part of the UIS compliance approach, it must be made prior to the start of construction. The Department

will make a finding in the subsequent amendment that the applicant has made adequate provision to ensure that the proposed amendment will meet the Chapter 500 LTS Standard and identify the conditions.

As-Built Drawings: For all subsequent amendments to this Order, the Department will require that within six months of completion of the development, the applicant must submit as-built (record) drawings for stormwater control structures, including the stormwater BMPs, to the BLR. The final design for any retaining wall, stamped by a professional engineer licensed in Maine, shall be included with these as-built drawings.

Construction Oversight: The applicant's stormwater management plan framework will provide construction oversight by the design engineer or other appropriate engineer, including providing submittals, material specifications, inspection reports, and other required documentation to the BLR.

Based on BLR's review of the stormwater management plan framework, the Department finds that subsequent amendments to this Order will be required to meet the General Standards contained in Chapter 500, § 4(C), as outlined above.

C. Flooding Standard:

The applicant's stormwater management plan framework states that the design of stormwater management systems for subsequent amendments to this Order will be based on estimates of pre- and post-development stormwater runoff flows obtained by using HydroCAD (a stormwater modeling software that utilizes the methodologies outlined in Technical Releases 455 and 470, U.S.D.A., Soil Conservation Service) or stormwater methodology or modeling software that provides equivalent capabilities and has received prior approval from the Department.

Storm Return Periods: As of the date of this Order, proposed projects subject to the Flooding Standard are required to manage stormwater from 24-hour duration storms of 2-, 10-, and 25-year frequency. The applicant's stormwater management plan framework commits that subsequent amendments to this Order will be designed to the storm return periods in effect at the time of the application.

24-Hour Duration Rainfall: The rainfall values of these storm events are listed in Chapter 500 Appendix H. The applicant's stormwater management plan confirms that subsequent amendments to this Order will be designed for the rainfall values in effect at the time of the application.

Peak Flow: The Department does not anticipate that applications for subsequent amendments to this Order will propose post-development peak flow that exceeds pre-development peak flow. However, the Department will consider on a case-by-case basis amendments in which proposed post-development peak flow will increase by an insignificant amount over the pre-development peak flow, and will determine if the receiving water will be impacted as a result of the proposed increased stormwater runoff from the development site.

Based on the stormwater management plan framework and B.L.R.'s review, the Department finds that subsequent amendments to this Order will be required to meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, and channel limits and runoff areas, as outlined above.

II. GROUNDWATER:

The LTCP site is not located over a mapped sand and gravel aquifer. As projected, the LTCP does not propose any withdrawal from, or discharge to, the groundwater. The applicant submitted a groundwater framework based on Chapter 375 No Adverse Environmental Effect Standards Of The Site Location Of Development Act rules (06-096 C.M.R. ch. 375, amended June 2, 2016).

Narrative and report. All subsequent amendments to this Order shall include the following: (1) Provide project boundaries on copies of relevant sections of the Maine Geological Survey (MGS) Sand and Gravel Aquifer Map, MGS Surficial Geology map, and MGS Bedrock Geological map. (2) Estimate of the quantity of groundwater (gal/day) to be used, discharged or otherwise extracted by the development. If adverse impacts of groundwater withdrawal exist provide a report by a certified geologist addressing the potential effects of the development on groundwater quantity. (3) Identify all potential sources of contamination including, but not limited to wastewater, solid waste, hazardous materials, fuel, solvents or other chemicals handled, stored or disposed of on site. If a Phase I or Phase II environmental assessment has been required by a bank, insurance company or other financing agent include the results of this assessment. (4) Describe the measures to be taken to prevent the degradation of existing ground water quality. Summarize the design, construction, operational and monitoring (if proposed) specifications and procedures to be followed.

Groundwater protection plan. If a development will use or store petroleum products, pesticides, herbicides, fertilizer, road salt, solvents, acids or other materials with the potential to contaminate groundwater, provide a groundwater protection plan. The groundwater protection plan must include measures including, but not limited to: equipment design, operational procedures, preventive maintenance, construction techniques and materials, personnel training, spill response capabilities and spill prevention, control and countermeasures plans, alternative materials or processes, implementation of new technology, modification of facilities or equipment, best management practices, hazardous waste emergency plans, runoff or infiltration control systems and siting considerations.

Monitoring plan and well installation report. For a development required to monitor the quality and/or levels of surface water or groundwater, provide a water quality monitoring plan as a separate document. This document must be prepared, signed and dated by a professional qualified in water chemistry interpretation and/or a certified geologist. The monitoring program must include monitoring of surface water quality, soils and other media if determined to be necessary by the Department.

If an applicant is required to monitor groundwater level or quality, then locations, depths and construction details of monitoring wells or piezometers must be provided. A report, endorsed by a certified geologist, containing a narrative which indicates the date each monitoring point was installed, the method of installation, the purpose and objectives of the monitoring network and a discussion on the basis for selection of monitoring well or piezometer locations and depths shall be submitted.

The Department finds that the proposed LTCP will not have an unreasonable adverse effect on ground water quality or quantity provided each subsequent amendment to this Order provides site specific information regarding ground water quality and/or quantity, as described above.

12. WATER SUPPLY

When completed, the proposed LTCP is anticipated to use 358,500 gallons of water per day. Water will be supplied by the Portland Water District. The applicant submitted correspondence from the District, dated May 6, 2020, indicating that it intends to service this project; however, each subsequent amendment to this Order will require a review specific to the site and structure proposed for capacity to serve by the Portland Water District.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply provided that with each subsequent amendment to this Order, the applicant must submit to the Department site specific water supply documentation, as outlined above.

13. WASTEWATER DISPOSAL

When completed, the proposed LTCP is anticipated to discharge 358,500 gallons of wastewater per day to the Scarborough Sanitary District's wastewater treatment facility. The applicant submitted a letter from the Scarborough Sanitary District stating that it will accept these flows. This project was reviewed by the Division of Water Quality Management (DWQM) of the HWQ, which commented that the Scarborough Sanitary District has the capacity to treat these flows; however, DWQM will require further review for each subsequent amendment to this Order, to review site specific proposed flows and sewer infrastructure. The Scarborough Sanitary District is operating in compliance with the water quality laws of the State of Maine.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment provided each subsequent amendment to this Order provides site specific information regarding sanitary flows and sewer infrastructure as described above.

14. SOLID WASTE

When completed, the proposed LTCP is anticipated to generate municipal solid waste. The municipal solid waste from the proposed project will be picked up by a licensed

hauler, such as Casella/Pine Tree Waste, and transported to a licensed facility, such as Ecomaine in Portland, for disposal. Ecomaine is currently in substantial compliance with the Maine Solid Waste Management Rules.

The proposed project will generate land clearing debris such as stumps and gnubbings. This material will be chipped for use on site as mulch and erosion control material in compliance with the Maine Solid Waste Management Rules.

The proposed project will generate construction debris and demolition debris. The applicant states that the waste will be hauled by Casella/Pine Tree Waste. The material will be hauled to one of their waste facilities in Scarborough or Alton, ME.

As proposed, the LTCP is not expected to generate any special wastes; however, the applicant states that if redevelopment of the racetrack, grandstand area, or paddock areas, an environmental study will be conducted to determine if they contain any special wastes. Any subsequent amendment to this Order that proposes development that will include the area of the racetrack, grandstand, or paddocks will be required to include site specific documentation and discussion of disposal of any special wastes.

The Division of Materials Management (DMM) of the Bureau of Remediation and Waste Management commented that if the types of waste, the transport, or disposal location change, future amendment applications shall include an updated Solid Waste section within the application for Department review. In addition, the disposal location may not pollute any water of the State, including groundwater.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal provided any subsequent amendment to this Order proposing development that will include the area of the racetrack, grandstand, or paddocks the applicant must submit to the Department site specific documentation of the disposal of any special wastes, the disposal location does not pollute any water of the State, and the types of waste, the transport, or disposal location are as discussed above.

15. FLOODING:

The proposed LTCP is not located within the 100-year flood plain of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. AIR QUALITY:

The applicant states that the land uses anticipated by The Downs LTCP are not likely to be a source of adverse effects on air quality, or are uses that will require an Air Emission License.

The Department finds that no significant source of air emissions has been identified.

17. ODORS:

The applicant states that the land uses anticipated by The Downs LTCP are not likely to be a source of significant sources of odors.

The Department finds that no significant source of odors has been identified.

18. ALTERATION OF CLIMATE/WATER VAPOR

The applicant states that the land uses anticipated by The Downs LTCP do not involve any significant sources of water vapor emissions.

The Department finds that no significant source of water vapor emissions has been identified.

19. ACCESS TO SUNLIGHT

The applicant states that the land uses anticipated by The Downs LTCP will not cast shadows on any adjacent properties.

The Department finds that no significant source of shadows has been identified.

20. ALL OTHER:

All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #1, 27956 NJ A N/A, 27956 TC B N, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §6-481-489-L:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that evidence of financial capacity and technical ability is submitted to the Department with each subsequent amendment to this Order, as outlined in Finding 2 and Finding 3.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided noise standards found in Chapter 375, § 10(C) are followed, as outlined in Finding 4; wetlands are surveyed, 100-foot buffers are maintained along streams, and seasonal wetland rules are followed, all as outlined in Finding 6; any subsequent amendment to this Order proposing development that will include the area of the Scarborough Downs Racetrack and/or grandstand, the applicant must submit to the Department site specific documentation, following consultation with the MHPC, as outlined in Finding 7, and site specific information regarding buffer strips is submitted to the Department with each subsequent amendment to this Order, as outlined in Finding 8.

- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided site specific geotechnical surveys and blasting plans are provided, as outlined in Finding 9.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that with each subsequent amendment to the Order, the applicant meets the Basic Standards contained in Chapter 500, § 1(B), the General Standards contained in Chapter 500, § 4(C), and the Flooding Standard contained in Chapter 500, § 4(f), as outlined in Finding 10.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur provided that each subsequent amendment to this Order provides site specific information regarding ground water quality and/or quality, as outlined in Finding 11.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided each subsequent amendment provides site specific water supply documentation as discussed in Finding 12, each subsequent amendment provides site specific information regarding sanitary flows and sewer infrastructure as discussed in Finding 13, and any subsequent amendment to this Order proposing development that will include the area of the racetrack, grandstand, or paddocks the applicant must submit to the Department site specific documentation of the disposal of any special wastes, solid waste disposal locations do not pollute any water of the State, and the types of waste, the transport, or disposal location are as outlined in Finding 14.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department **APPROVES** the application of **CROSSROADS HOLDINGS, LLC** for a LTCP to develop **The Downs** as described in Finding 1, **SUBJECT TO THE FOLLOWING CONDITIONS** and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability: The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. Any changes to the approved assumptions of this License shall be submitted to the Department for review and approval prior to implementation.
5. The permittee seeking a modification of this License's permit must meet the standards in effect at the time the application for the modification is accepted as complete for processing.
6. The applicant shall submit periodic construction reports to the Department. If the permittee has not completed the development within five years of the date the long-term construction permit was issued, the permittee shall review the undeveloped portion of the parcel for habitats of species that are of special concern, threatened, or endangered and for rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete. If the permittee has not completed the development within ten years of the date the long-term construction permit was issued, the permittee shall submit the following as a condition compliance application prior to the tenth anniversary of permit issuance, and as of each tenth anniversary thereafter until the development is substantially complete:
 - a. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - b. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - c. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - d. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - e. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - f. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - g. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - h. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - i. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - j. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - k. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - l. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - m. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - n. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - o. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - p. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - q. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - r. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - s. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - t. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - u. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - v. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - w. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - x. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - y. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
 - z. A list of all species that are of special concern, threatened, or endangered and rare natural communities and ecosystems (State rarity rank of S1 through S3) as listed by the Maine Natural Areas Program, as of five years from the date of permit issuance, and as of each date five years thereafter until the development is substantially complete.
7. All wastewater discharges must be sanitary in nature with strength of 250 mg/L or less for both biological oxygen demand (BOD) and total suspended solids (TSS).
8. Each subsequent amendment to this Order, the applicant shall submit cost estimates and evidence of financial capacity consistent with Department Rules, Chapter 373, § 2.
9. Each subsequent amendment to this Order, the applicant shall submit evidence of technical ability that is consistent with Department Rules, Chapter 373, § 3.
10. The applicant shall adhere to the noise standards contained in Department Rules, Chapter 375, § 10(C).
11. The applicant shall conduct vernal pool surveys and maintain 100-foot buffers along streams.
12. The applicant shall limit forestry activities/tree removal to August through May in any given year to limit disturbance to Northern Long-Eared Bats.
13. Any subsequent amendment to this Order that proposes to develop area that includes the Semberough Downs Racehack and/or grandstand, the applicant shall submit site specific documentation, following consultation with the MHPG.
14. Each subsequent amendment to this Order, the applicant shall submit adequate provision for buffer strips consistent with Department Rules, Chapter 375, § 9.
15. Each subsequent amendment to this Order, the applicant shall submit evidence of compliance with the soil type standard consistent with Department Rules, Chapter 37c, including site specific geotechnical surveys.

16. Each subsequent amendment to this Order, the applicant shall submit evidence that the project will meet the Basic Standards contained in Chapter 500, § 4(B), the General Standards contained in Chapter 500, § 4(C), and the Flooding Standard contained in Chapter 500, § 4(F).
17. Each subsequent amendment to this Order, the applicant shall submit evidence of compliance with the ground water quality or quantity standards consistent with Department Rules, Chapter 375 § 7 and § 8.
18. Each subsequent amendment to this Order, the applicant shall submit site specific water supply documentation.
19. Each subsequent amendment to this Order, the applicant shall submit site specific proposed sanitary flows and sewer infrastructure details.
20. Any subsequent amendment to this Order that proposes to develop area that includes the Scarborough Downs Racetrack, grandstand, or paddocks, the applicant shall submit site specific documentation of the disposal of any special wastes.
21. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order sL-27956-NJ-A-N/L-27956-TC-B-N, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 11TH DAY OF MAY, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:


For: Gerald D. Reid, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

AAS/L279561 N/A154882.5

FILED

May 12, 2020

State of Maine

Board of Environmental Protection

Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development, or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81) Revised December 27, 2011



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 93A M.R.S. § 480 AND A.P.S.Q., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law:

- (1) **Approval of variations from plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from those plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §120-D(8) and is subject to penalties under 38 M.R.S. §349.
- (2) **Compliance with all terms and conditions of approval.** The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) **Advertising.** Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted **WITH CONDITIONS**, and indicates where copies of these conditions may be obtained.
- (4) **Transfer of project.** Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant, or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) **Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for and receive approval prior to resuming construction.
- (6) **Certification.** Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) **Maintenance.** The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department, which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) **Recertification requirement.** Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department:

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) **Transfer of property subject to the license.** If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants governing these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included, making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.

(10) **Severability.** The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such an invalid or unenforceable provision or part thereof had been omitted.

Special Condition
for
Third Party Inspection Program

THIRD-PARTY INSPECTION PROGRAM

1.0 THE PURPOSE OF THE THIRD-PARTY INSPECTION

As a condition of this permit, the Maine Department of Environmental Protection (MDEP) requires the permit applicant to retain the services of a third-party inspector to monitor compliance with MDEP permit conditions during construction. The objectives of this condition are as follows:

- 1) to ensure that all construction and stabilization activities comply with the permit conditions and the MDEP-approved drawings and specifications;
- 2) to ensure that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental basis decisions; and
- 3) to ensure communication between the contractor and MDEP regarding any changes to the development's erosion control plan, stormwater management plan, or stabilization plan.

This document establishes the inspection program and outlines the responsibilities of the permit applicant, the MDEP, and the inspector.

2.0 SELECTING THE INSPECTOR

At least 10 days prior to starting any construction activity on the site, the applicant will submit the names of at least two inspector candidates to the MDEP. Each candidate must meet the minimum qualifications listed under section 3.0. The candidates may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or agency except that the MDEP may accept subcontractors who worked for the project's primary consultant on some aspect of the project such as, but not limited to, completing wetland delineations, identifying significant wildlife habitats, or conducting geotechnical investigations, but who were not directly employed by the applicant, as Third Party inspectors on a case by case basis. The MDEP will have 15 days from receiving the names to select one of the candidates as the inspector or to reject both candidates. If the MDEP rejects both candidates, then the MDEP shall state the particular reasons for the rejections. In this case, the applicant may either dispute the rejection to the Director of the Bureau of Land Resources or start the selection process over by nominating two new candidates.

3.0 THE INSPECTOR'S QUALIFICATIONS

Each inspector candidate nominated by the applicant shall have the following minimum qualifications:

- 1) a degree in an environmental science or civil engineering, or other demonstrated expertise;
- 2) a practical knowledge of erosion control practices and stormwater hydrology;
- 3) experience in management or supervision on large construction projects;
- 4) the ability to understand and articulate permit conditions to contractors concerning erosion control or stormwater management;
- 5) the ability to clearly document activities being inspected;
- 6) appropriate facilities and, if necessary, support staff to carry out the duties and responsibilities set forth in section 6.0 in a timely manner; and
- 7) no ownership or financial interest in the development other than that created by being retained as the third-party inspector.

4.0 INITIAL USE OF THE INSPECTOR'S SERVICES

The applicant will not formally and finally engage or service any inspector under this permit and definition in MDEP approval or waiver by omission under section 2.6. No clearing, grubbing, grading, filling, stockpiling, or other construction activity will take place on the development site until the applicant retains the MDEP-approved inspector for service.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not terminate the services of the MDEP-approved inspector in any time between commencing construction and completing final site stabilization without first getting written approval to do so from the MDEP.

6.0 THE INSPECTOR'S DUTIES AND RESPONSIBILITIES

The inspector's work shall consist of the duties and responsibilities outlined below.

- 1) Prior to construction, the inspector will become thoroughly familiar with the terms and conditions of the state-issued site permit, natural resources protection permit, or both.
- 2) Prior to construction, the inspector will become thoroughly familiar with the proposed construction schedule, including the timing for installing and removing erosion controls, the timing for constructing and stabilizing any basins or ponds, and the deadlines for completing stabilization of disturbed soils.
- 3) Prior to construction, the inspector will become thoroughly familiar with the project plans and specifications, including those for building detention basins, those for installing the erosion control measures to be used on the site, and those for temporarily or permanently stabilizing disturbed soils in a timely manner.
- 4) During construction, the inspector will monitor the contractor's installation and maintenance of the erosion control measures called for in the state permit(s) and any additional measures the inspector believes are necessary to prevent sediment discharge to off-site properties or natural resources. This directive will be based on the approved erosion control plan, field conditions at the time of construction, and the natural resources potentially impacted by construction activities.
- 5) During construction, the inspector will monitor the contractor's construction of the stormwater system, including the construction and stabilization of ditches, culverts, detention basins, water quality treatment measures, and storm sewers.
- 6) During construction, the inspector will monitor the contractor's installation of any stream or wetland crossings.
- 7) During construction, the inspector will monitor the contractor's final stabilization of the project site.
- 8) During construction, the inspector will keep logs recording any rain falling at the site, the contractor's activities on the site, discussions with the contractor(s), and possible violations of the permit conditions.
- 9) During construction, the inspector will inspect the project site at least once a week and before and after any significant rain event. The inspector will photograph all protected natural resources both before and after construction and will photograph all areas under construction. All photographs will be identified with at a minimum the date the photo was taken, the location and the name of the individual taking the photograph. *Note: the frequency of these inspections as concerned in this condition may be varied to best address particular project needs.*
- 10) During construction, the inspector will prepare and submit weekly *(or other frequency)* inspection reports to the MDEP.
- 11) During construction, the inspector will notify the designated person at the MDEP immediately of any sediment-laden discharges to a protected natural resource or other significant issues such as the improper

construction of a stormwater control structure or the use of construction plans not approved by the MDEP.

7.0 INSPECTION REPORTS

The inspector will submit weekly written reports *on or no later than designated frequency*, including photographs of areas that are under construction, on a form provided by the Department to the designated person at the MDEP. Each report will be due at the MDEP by the Friday *or other designated date* following the inspection week (Monday through Sunday).

The weekly report will summarize construction activities and events on the site for the previous week as outlined below.

- 1) The report will state the name of the development, its permit number(s), and the start and end dates for the inspection week (Monday through Sunday).
- 2) The report will state the date(s) and time(s) when the inspector was on the site making inspections.
- 3) The report will state the date(s) and approximate duration(s) of any rainfall events on the site for the week.
- 4) The report will identify and describe any erosion problems that resulted in sediment leaving the property or sediment being discharged into a wetland, brook, stream, river, lake, or public storm sewer system. The report will describe the contractor's actions to repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.
- 5) The report will list the buildings, roads, parking lots, detention basins, stream crossings or other features open to construction for the week, including those features or areas actively worked and those left unworked (stormwater).
- 6) For each area open to construction, the report will list the date of initial soil disturbance for the area.
- 7) For each area open to construction, the report will note which areas were actively worked that week and which were left dormant for the week. For those areas actively worked, the report will briefly state the work performed in the week and the progress toward final state condition of the area -- e.g., "grading in progress", "grading complete", "rough grading in progress", "rough grading complete", "finish grading in progress", "finish grading complete", "permanent seeding completed", "area fully stable and temporary erosion controls removed", etc.
- 8) For each area open to construction, the report will list the erosion and sedimentation control measures installed, maintained, or removed during the week.
- 9) For each erosion control measure in-place, the report will note the condition of the measure and any maintenance performed to bring it to standard.

Third Party Inspection Form

This report is prepared by a Third Party Inspector to meet the requirements of the Third Party Inspector Condition attached as a Special Condition to the Department Order that was issued for the project identified below. The information in this report/form is not

intended to serve as a determination of whether the project is in compliance with the

Department permit or other applicable Department laws and rules.

Only Department staff may make that determination.

TO: PM/Owner/Other Designation:	FROM:
PROJECT NAME/LOCATION:	DIST.:
DATE OF INSPECTION:	DATE OF REPORT:
WEATHER:	CONDITIONS:

SITE CHARACTERISTICS

ACRES OPEN	ACRES ACTIVE	ACRES INACTIVE
LOCATION OF OPEN LAND:	LOCATION OF ACTIVE LAND:	LOCATION OF INACTIVE LAND:
OPEN SINCE:	OPEN SINCE:	OPEN SINCE:

PROGRESS OF WORK:

INSPECTION OF:	Satisfactory	Minor Deviation (corrective action required)	Unsatisfactory (include photos)
STORMWATER CONTROL (VEGETATIVE & STRUCTURAL BMP'S)			
EROSION & SEDIMENTATION CONTROL (SLOPES, S&P, AND SEDIMENT)			
OTHER (PERMIT CONDITIONS, ENGINEERING, ETC.)			

COMMENTS/CORRECTIVE ACTIONS TAKEN (attach additional sheets as necessary):

Photos (must be labeled with date, photographer and location):

Co:	
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Original and all copies were sent by email only



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
178 STATE HOUSE STATION AUGUSTA, MAINE 04222-0017

DEPARTMENT ORDER

IN THE MATTER OF

CROSSROADS HOLDINGS, LLC	) SITE LOCATION OF DEVELOPMENT ACT
CENTER STREET PARTNERS, LLC	) NATURAL RESOURCES PROTECTION ACT
Scarborough, Cumberland County	) FRESHWATER WETLAND ALTERATION
THE DOWNS- TOWN CENTER NORTH	)
PHASE 5	)
L-27956-MX-K-N (Approval)	) WATER QUALITY CERTIFICATION
L-27956-IG-L-N (Approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 481-489-E and §§ 480-A-480-JJ, Section 401 of the Federal Water Pollution Control Act (33 U.S.C. § 1341), and Chapters 310, 315, and 500 of Department rules, the Department of Environmental Protection has considered the application of CROSSROADS HOLDINGS, LLC and CENTER STREET PARTNERS, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project. In Department Order #L-27956-NJ-A-N/L-27956-TC-B-N, dated October 9, 2018, the Department approved a stormwater management system that included 13,684 square feet of freshwater wetland fill for a mixed residential development and memory care facility that resulted in 8.67 acres of impervious area and 19.4 acres of developed area. The Department accepted Natural Resources Protection Act (NRPAct) Permit by Rule Notification Form (PBR 906306) on July 9, 2018, for outfall pipes adjacent to a natural resource. In Department Order #L-27956-JB-C-N/L-27956-IG-D-N, dated July 30, 2019, the Department approved the development of the "Innovation District" that included an additional 50,821 square feet of freshwater wetland fill on approximately 150 acres of the Scarborough Downs parcel that resulted in 51 acres of impervious area and 68 acres of developed area. In Department Order #L-27956-26-F-N, dated May 11, 2020, the Department approved a Long-Term Construction Project (LTCP) pursuant to Chapter 380 (06-036 C.M.R. ch. 380, effective June 2, 2016) to develop a 556-acre mixed-use community called "The Downs" on the Scarborough Downs parcel that will include multiple phases and subphases over a ten-to 20-year timeframe. On January 13, 2020, the applicant submitted a Natural Resources Protection Act (NRPAct) application (L-27956-IG-H-N), that was returned on February 4, 2020. In Department Order #L-27956-L3-G-N/L-27956-IG-I-N, dated June 11, 2020, the Department approved the development on approximately 25 acres of the Scarborough Downs parcel called "The Downs Core Residential District" that resulted in 14.5 acres of impervious area and 23 acres of developed area and included 725 square feet of freshwater wetland fill. In Department Order #L-27956-26-J-N, dated June 18, 2020, the

Department approved "The Uplander" development on approximately 2.21 acres of the Scarborough Downs parcel that resulted in 1.46 acres of impervious area and 2.21 acres of developed area. The cumulative developed area, impervious area, and wetland impacts for the Scarborough Downs parcel are 111.61 acres, 75.63 acres, and 66,230 square feet respectively.

D. Summary. The applicant proposes to develop and subdivide approximately 36.4 acres of the Scarborough Downs parcel into four lots for a mixed-use development within "The Downs" Town Center North District. The proposed development will consist of general office, light commercial, restaurant, and residential units on four lots and include roadways, sidewalks, landscaping, utilities, driveways, and paved parking, as well as other associated site improvements. The proposed project includes approximately 36.4 acres of developed area, of which approximately 26.9 acres is impervious area. The project is shown on a set of plans the first of which is entitled "The Downs Town Center North- Phase 5, Scarborough, Maine," prepared by Garrill Palmer, and dated May 29, 2020, with a last revision date of December 14, 2020. The project site is located on Scarborough Downs Road in the Town of Scarborough.

The applicant is also seeking approval to fill 19,123 square feet of forested freshwater wetland under the Natural Resources Protection Act (NRPA). Cumulative wetland impacts for the Scarborough Downs parcel, including the proposed project, will total 81,353 square feet. The Department accepted a NRPA Permit by Rule Notification Form (PBR 559976) on June 4, 2020 for activities adjacent to a protected natural resource and a stream crossing, agreeing that the work will be performed in accordance with Chapter 305, § 2 and 10 standards.

C. Current Use of Site. The parcel called Scarborough Downs is approximately 556 acres in size and identified as Lots 4, 6, and 11 on Map R52 of the Town of Scarborough's tax maps. The project site is located on Lot 4 Map R52 at the central and western side of the parcel and identified on the Long-Term Construction Project Districts Map as parts of the Town Center North District, Haigis District, and Eastside District, Town Center South District, all adjacent to Scarborough Downs Road. The project site is approximately 36.4 acres in size and includes woodland, freshwater wetland, and area that was used as over-flow parking for the Scarborough Downs horse racing facility.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be \$8,355,419. The applicant has broken the proposed project into nine phases. The estimated costs of the phases in numerical order, from one to nine are \$1,978,002, \$187,062, \$254,723, \$136,521, \$119,447, \$1,566,023, \$1,146,613, \$1,229,938, \$227,348, and \$1,010,549. The applicant submitted letters from NIB Bank, dated March 26, 2020 and Rockland Trust Company, dated March 30, 2020, indicating that they intend to provide financing for this project.

Prior to the start of construction of each phase, the applicant must submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do

business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Bureau of Land Resources (BLR) for review and approval.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that prior to the start of construction, the applicant must submit financial evidence as described above to the Department for review and approval.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicant also retained the services of Gerrill Palmer, a professional engineering firm, to assist in the design and engineering of the project. In addition, the applicant retained Owen Haskell for surveying, IFA for architecture, Summit Geoenengineering Services, Inc. for geotechnical engineering, Statewide Surveys, Inc. and Land Surveyors & Soil Scientists for soils, and Flycatcher LLC for vernal pools and far wetland delineations.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. BUFFER STRIPS:

The proposed project abuts residential properties, the existing Scarborough Downs racetracks and their associated development, and Haigis Parkway. There is a minimum 100-foot undisturbed buffer along Willowdale Brook, except for a road crossing and five stormwater outfalls included in PDR #59075. Along the eastern property line of the project, the applicant proposes an approximately 100-foot wide, no cut buffer to provide screening and separation along the development and neighboring properties.

The Department finds that the applicant has made adequate provision for buffer strips.

5. SOILS:

The applicant submitted a Class B high intensity soil survey, as well as a geotechnical survey prepared by Summit Geoenengineering Services based on the soils testing at the project site. This evaluation was prepared by a registered professional engineer and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Water Quality (BWQ).

DLA commented that waste materials requiring special handling may be encountered in fill material. If evidence of such materials, including but not limited to free petroleum products, strong petroleum chemical odors, stained soils, drums or other potential containers for oil, paint, solvents, or other potential contaminants, construction or demolition debris, or possible asbestos-containing waste, are discovered during site work,

excavation in that part of the site should cease and the Department's Response Unit should be notified immediately.

Additionally, DEA commented that additional geotechnical information is required for the development of the individual lots. The applicant has agreed to submit final geotechnical reports for construction on each lot when final building parameters and design grades are known. The applicant will provide the Department an anticipated project schedule to aid with review and subsequent approval of the geotechnical items.

Prior to the start of construction of each lot, the pump station, and the Willowdale Brook crossing, the applicant must submit final geotechnical reports to the BLR for review and approval.

The Department finds that, based on these reports, and DEA's review, the scale of the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices provided that any waste materials encountered in fill material are responded to and final geotechnical reports are submitted to the Department for review and approval, as described above.

6. STORMWATER MANAGEMENT.

The proposed project includes approximately 36.1 acres of developed area of which 26.9 acres is impervious area. It lies within the watershed of Willowdale Brook, which ultimately drains to the Atlantic Ocean. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06 CSR Ch. 500, effective August 12, 2015). The proposed stormwater management system consists of two gravel wetlands and three grassed underdrained soil filters.

A. Basic Standards.

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) and Erosion and Sedimentation Control rules and details that are based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices (BMPs) outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Cumberland County Soil and Water Conservation District (CCSWCD).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

Given the size and scope of the project site, the applicant must retain the services of a third-party inspector in accordance with the Special Condition for Third Party Inspection Program, which is attached to this Order.

Prior to the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. The meeting must be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third party inspector.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term inspection and maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, CCSWCD. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system.

The Town of Scarborough may accept the road and the portion of the stormwater management system within the road right-of-way in the future. The applicant may not transfer responsibility for maintenance of the road or for the portion of the stormwater management system that is located in the road right-of-way to the Town of Scarborough, until a letter has been submitted from the Town to the BLR documenting the Town's agreement to maintain both in accordance with the terms of this Order.

Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on CCSWCD's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(1) provided the applicant conducts a preconstruction meeting, retains the services of a third-party inspector, submits a letter from the Town of Scarborough if transferring the responsibility for maintenance of the portion of the stormwater management system, and grit and sediment materials removed from the stormwater management structures during maintenance activities are disposed of in compliance with Maine Solid Waste Management Rules, as outlined above.

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. A portion of the proposed project meets the definition of "a linear portion of a project" in Chapter 500 and the applicant is required to

control runoff volume from no less than 75% of the impervious area and no less than 50% of the developed area. Treatment of the linear portions of the proposed project will be 77.0% of the impervious area and 77.8% of the developed area.

For the other portions of the proposed project, the applicant is required to control runoff from no less than 95% of the impervious area and no less than 80% of the developed area. Treatment of the non-linear portions of the proposed project will be 96.2% of the impervious area and 97.2% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, CCSWCD. After a final review, CCSWCD commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500, § 4(C) and recommended that the applicant's design engineer or other qualified professional oversee the construction of the grave wetlands and grassed underdrained soil filters to ensure that they are installed in accordance with the details and notes specified on the approved plans.

Within 30 days from completion of the entire system or if the project takes more than one year to complete, or least once per year, the applicant must submit a log of inspection reports detailing the locus inspected, photographs taken, and the dates of each inspection to the BLR for review.

Within six months of completion of construction, the applicant must submit design engineer stamped, signed, and dated as-built (record) drawings for retaining wall and stormwater control structures, including the stormwater BMP, to the BLR.

Based on the stormwater system's design and CCSWCD's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500, § 4(C) provided as-builts are sent to the BLR for review, and construction of the stormwater management structures is overseen, documented, recorded, and submitted as described above.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies contained in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. For these storms, the post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

Based on the system's design and CCSWCD's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the

Flooding Standard contained in Chapter 500, § 40F) for peak flow from the project site, and channel limits and runoff areas.

7. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater. The applicant provided Figure A, "Gravel Wetland 1 – Groundwater Relief Figure", showing a 24" underdrain parallel to the road, and a 30" underdrain near the south end of the proposed gravel wetland. Figure A was reviewed by the DEA who provided comments stating that if the outlet and drain from the gravel wetland structure to the adjacent existing wetland remains open, the potential for backflow into this section of the underdrain should be limited. DEA also recommended that the head outside the drain adjacent to the road be greater than the head inside the pipe, so that little or no flow outward from the drain occurs. Otherwise, DEA stated that any system with the potential to discharge stormwater to the subsurface must be considered an underground injection system and would require further review and approval by the Department.

Based on the review by DEA, the Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality.

8. WATER SUPPLY:

When completed, the proposed project is anticipated to use 32,820 gallons of water per day. Water will be supplied by the Portland Water District. The applicant submitted a letter from the District, dated April 29, 2020, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and beautiful water supply.

9. WETLAND IMPACTS:

The applicant proposes to directly alter 19,123 square feet of forested freshwater wetland to construct roadways, parking, and stormwater infrastructure. Cumulative wetland impacts for the Scarborough Downs parcel will total 84,353 square feet.

The Wetland and Waterbodies Protection Rules, 05-096 C.M.R. ch. 310 (effective November 1, 2018), interpret and elaborate on the National Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a freshwater wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

A. **Avoidance.** No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an alternative analysis for the proposed project completed by Flycatcher LLC and dated May 21, 2020. The purpose of the project is to develop approximately 36.4-acres for a mixed-use development consisting of general office, light commercial, restaurant, and residential uses. The applicant considered several off-site, on-site, and design alternatives; however, all would result in greater impacts to the forested freshwater wetland or construction would be cost prohibitive. The applicant provided analysis that demonstrates the proposed project has avoided wetlands to the greatest extent possible to meet the project need; therefore, filling wetlands to construct the proposed project is unavoidable.

B. **Minimizing Alteration.** The amount of freshwater wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant submitted a wetland functional assessment prepared by Flycatcher, LLC. The applicant has avoided and minimized wetland impacts to the greatest extent practicable by crossing at narrow wetland locations, by designing the narrowest permissible two-way roadway, by utilizing retaining walls to protect wetland area, by utilizing a three-foot culvert to maintain hydrologic connectivity of those wetlands, and by utilizing one 4.5-foot by 11-foot open-bottom culvert at the Willowdale Brook crossing designed to restore fish passage into the upper reaches of the stream.

Prior to the start of construction, the location of wetlands on individual lots must be permanently marked on the ground and the deed for each lot that contains any portion of wetland must have attached to it a plot plan for the lot, drawn to scale, that specifies the location of wetland on the lot.

C. **Compensation.** In accordance with Chapter 310, § 5(C)(6)(a), compensation is required to achieve the goal of no net loss of freshwater wetland functions and values. The proposed project and associated wetland impacts on the Scarborough Downs parcel have exceeded 15,000 square feet of wetland alteration; therefore compensation will be required. The applicant proposed the preservation of existing wetlands and adjacent uplands that provide significant wetland functions that might otherwise be degraded by unregulated activity and is under threat of development. Chapter 310, § 5(C)(5)(c) further outlines that preservation of land shall meet, at a minimum, an 8:1 ratio to compensate for all wetland impacts.

Compensation proposed by the applicant includes transferring approximately 25 acres of land abutting Warren Woods Conservation Area to the Scarborough Land Trust. The 25 acres of open space exceeds the 8:1 ratio required to compensate for all of the proposed wetland impacts meeting Department standards and the preservation area will be protected from future alteration through the execution of a deed restriction. The applicant submitted a draft deed restriction that protects the preserved land from future development that also meets Department standards.

The deed for the preservation area must have attached to it a plot plan for the lot, drawn to scale. The applicant shall execute and record all required deed restrictions, including the appropriate compensation deed restriction, within 60 days of the date of this Order. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.

The Department finds that the applicant has avoided and minimized freshwater wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project provided wetlands are marked on the ground, the deeds for the lots specify the location of the wetland area, and the compensation deed restriction is executed, recorded, and submitted to the BLR, as described above.

10. ALL OTHER:

All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order L-27956-N1-A-N/L-27956-TC-B-N, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 450-A, 480-II and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that prior to the start of construction on the proposed lots, the wetlands are marked on the ground, the deeds for the lots specify the location of the wetlands, and the compensation deed restriction is executed, recorded, and submitted to the BLR, as outlined in Finding 9.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.

- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S. § 480-P.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 461-489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that evidence of financial capacity is submitted to the Department for review and approval, as outlined in Finding 2.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided the Department's Response Unit is notified immediately after the discovery of any waste materials that require special handling as described in Finding 5.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided a preconstruction meeting is conducted, the applicant retains the services of a third-party inspector to inspect and document the installation of the stormwater components, the Town of Scarborough submits documentation transferring the responsibility for maintenance of the portion of the stormwater management system, sewer grit and sediment are disposed of properly, as-built drawings for the stormwater management system are submitted to the BMR, and stormwater construction inspections and reports are completed, as outlined in Finding 6.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of CROSSROADS HOLDINGS, LLC and CENTER STREET PARTNERS, LLC to construct Town Center North of The Downs as described in Finding 1. SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that their activities or those of their agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. Prior to starting construction of each phase, the applicant shall submit final cost estimates and evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assistance consistent with Department Rules, Chapter 373, § 1, to the Department for review and approval.
5. If evidence of materials, including but not limited to free petroleum products, strong petroleum, chemical odors, stained soils, drums or other potential containers for oil, paint, solvents, or other potential contaminants, construction or demolition debris, or possible asbestos-containing waste, are discovered during site work, excavation, or that part of the site should cease and the Department's Response Unit should be notified immediately.
6. Prior the start of construction, the applicant shall conduct a pre-construction meeting. This meeting shall be attended by the applicant's representative, Department staff, the design engineer, the contractor, and the third party inspector.
7. The applicant shall retain the services of a third-party inspector in accordance with the Special Condition for Third-Party Inspection Program, which is attached to this Order.
8. The applicant may not transfer responsibility for maintenance of the road and for the portion of the stormwater management system that is located in the road right-of-way to the Town of Scarborough, until a letter has been submitted from the Town documenting the Town's agreement to maintain both in accordance with the terms of this Order.
9. Storm sewer grit and sediment materials removed from stormwater structures during maintenance activities shall be disposed of in compliance with the Maine Solid Waste Management Rules.
10. Any stormwater system with the potential to discharge to the subsurface must be submitted to the Department for review and approval.

11. The applicant shall submit copies of as-built drawings for the stormwater management system and retaining walls within six months of completion of construction to the BLR for review.
12. The applicant shall retain the services of either the design engineer or another qualified professional engineer to oversee the construction of the stormwater management structures in accordance with the details and notes specified on the approved plans.
13. Within 30 days from completion of the entire stormwater management system, or if the project takes more than one year to complete, at least once per year, the applicant must submit a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review.
14. Prior to the start of construction, the location of the wetlands on individual lots shall be permanently marked on the ground and deed for each lot that contains any portion of a wetland with attached plot plan for the lot, drawn to scale, that specifies the location of the wetland.
15. The applicants shall execute and record all required deed restrictions, including the appropriate compensation deed restriction, within 60 days of the date of this Order. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.
16. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
17. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.
18. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-27956-NJ-A-N/L-27956-FC-B-N, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 22ND DAY OF DECEMBER, 2020.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Melanie Leysan, Acting Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

AAS/L27956KNLN/ATS#86122,86123

FILED
December 23, 2020
State of Maine
Board of Environmental Protection

Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. **Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. **Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. **Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. **Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, convey, or otherwise transfer the development, or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. **Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. **Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. **Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480 AND 491 SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law:

- (1) **Approval of variations from plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from those plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(3) and is subject to penalties under 38 M.R.S. §349.
- (2) **Compliance with all terms and conditions of approval.** The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) **Advertising.** Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted **WITH CONDITIONS**, and indicates where copies of these conditions may be obtained.
- (4) **Transfer of project.** Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) **Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for and receive approval prior to continuing construction.
- (6) **Certification.** Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) **Maintenance.** The components of the stormwater management system must be regularly maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) **Recertification requirement.** Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department:

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented, as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, clearing and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) **Transfer of property subject to the license.** If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.

(10) **Severability.** The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such an void or unenforceable provision or part thereof had been omitted.

Special Condition
for
Third Party Inspection Program

THIRD-PARTY INSPECTION PROGRAM

1.0 THE PURPOSE OF THE THIRD-PARTY INSPECTION

As a condition of this permit, the Maine Department of Environmental Protection (MDEP) requires the permit applicant to retain the services of a third-party inspector to monitor compliance with MDEP permit conditions during construction. The objectives of this condition are as follows:

- 1) to ensure that all construction and stabilization activities comply with the permit conditions and the MDEP-approved drawings and specifications;
- 2) to ensure that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and
- 3) to ensure communication between the contractor and MDEP regarding any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan.

This document establishes the inspection program and outlines the responsibilities of the permit applicant, the MDEP, and the inspector.

2.0 SELECTING THE INSPECTOR

At least 10 days prior to starting any construction activity on the site, the applicant will submit the names of at least two inspector candidates to the MDEP. Each candidate must meet the minimum qualifications listed under section 3.0. The candidates may not be employees, partners, or contracted consultants involved with the permitting of the project or otherwise employed by the same company or agency except that the MDEP may accept subcontractors who worked on the project's primary consultant on some aspect of the project such as, but not limited to, completing wetland delineations, identifying significant wildlife habitats, or conducting geotechnical investigations, but who were not directly employed by the applicant, as Third Party inspectors or a case by case basis. The MDEP will have 15 days from receiving the names to select one of the candidates as the inspector or to reject both candidates. If the MDEP rejects both candidates, then the MDEP shall state the particular reasons for the rejections. In the case, the applicant may either dispute the rejection to the Director of the Bureau of Land Resources or start the selection process over by nominating two new candidates.

3.0 THE INSPECTOR'S QUALIFICATIONS

Each inspector candidate nominated by the applicant shall have the following minimum qualifications:

- 1) a degree in an environmental science or civil engineering, or other demonstrated expertise;
- 2) a practical knowledge of erosion control practices and stormwater hydrology;
- 3) experience in management or supervision on large construction projects;
- 4) the ability to understand and articulate permit conditions to contractors concerning erosion control or stormwater management;
- 5) the ability to clearly document activities being inspected;
- 6) appropriate facilities and, if necessary, support staff to carry out the duties and responsibilities set forth in section 6.0 in a timely manner; and
- 7) no ownership or financial interest in the development other than that caused by being retained as the third-party inspector.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not formally and finally engage for service any inspector under this permit, condition prior to MDEP approval or waiver by memorandum under section 2.0. No clearing, grubbing, grading, filling, stockpiling, or other construction activity will take place on the development site until the applicant retains the MDEP-approved inspector for service.

5.0 TERMINATING THE INSPECTOR'S SERVICES

The applicant will not terminate the services of the MDEP-approved inspector at any time between commencing construction and completing final site stabilization without first getting written approval to do so from the MDEP.

6.0 THE INSPECTOR'S DUTIES AND RESPONSIBILITIES

The inspector's work shall consist of the duties and responsibilities outlined below.

- 1) Prior to construction, the inspector will become thoroughly familiar with the terms and conditions of the state-issued site permit, natural resources protection permit, or both.
- 2) Prior to construction, the inspector will become thoroughly familiar with the proposed construction schedule, including the timing for installing and removing erosion controls, the timing for constructing and stabilizing any basins or ponds, and the deadlines for completing stabilization of disturbed soils.
- 3) Prior to construction, the inspector will become thoroughly familiar with the project plans and specifications, including those for building detention basins, those for installing the erosion control measures to be used on the site, and those for temporarily or permanently stabilizing disturbed soils in a timely manner.
- 4) During construction, the inspector will monitor the contractor's installation and maintenance of the erosion control measures called for in the state permits, and any additional measures the inspector believes are necessary to prevent sediment discharge to off-site properties or natural resources. This direction will be based on the approved erosion control plan, field conditions at the time of construction, and the natural resources potentially impacted by construction activities.
- 5) During construction, the inspector will monitor the contractor's construction of the stormwater system, including the construction and stabilization of ditches, culverts, detention basins, water quality treatment measures, and storm sewers.
- 6) During construction, the inspector will monitor the contractor's installation of any stream or wetland crossings.
- 7) During construction, the inspector will monitor the contractor's final stabilization of the project site.
- 8) During construction, the inspector will keep logs recording any rain storms at the site, the contractor's activities on the site, discussions with the contractor(s), and possible violations of the permit conditions.
- 9) During construction, the inspector will inspect the project site at least once a week and before and after any significant rain event. The inspector will photograph all protected natural resources both before and after construction and will photograph all areas under construction. All photographs will be identified with, at a minimum, the date the photo was taken, the location and the name of the individual taking the photograph. *Note: the frequency of these inspections as contained in this condition may be varied to best address particular project needs.*
- 10) During construction, the inspector will prepare and submit weekly *conducted frequency* inspection reports to the MDEP.

- 11) During construction, the inspector will notify the designated person at the MDEP immediately of any sediment-laden discharges to a protected natural resource or other significant issues such as the improper construction of a stormwater control structure or the use of construction plans not approved by the MDEP.

7.0 INSPECTION REPORTS

The inspector will submit weekly written reports *for all existing developed property*, including photographs of areas during and/or construction, on a form provided by the Department to the designated person at the MDEP. Each report will be due at the MDEP by the Friday *for other developed sites* following the inspection week (Monday through Sunday).

The weekly report will summarize construction activities and events on the site for the previous week as outlined below.

- 1) The report will state the name of the development, its permit number(s), and the start and end dates for the inspection week (Monday through Sunday).
- 2) The report will state the date(s) and time(s) when the inspector was on the site and any inspections.
- 3) The report will state the date(s) and approximate duration(s) of any rainfall events on the site in the week.
- 4) The report will identify and describe any erosion problems that resulted in sediment leaving the property or sediment being discharged into a wetland, brook, stream, river, lake, or public storm sewer system. The report will describe the contractor's actions to repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.
- 5) The report will list the buildings, roads, parking lots, detention basins, stream crossings or other features open to construction for the week, including those features or areas actively worked and those left unworked (dormant).
- 6) For each area open to construction, the report will list the date of initial soil disturbance for the area.
- 7) For each area open to construction, the report will note which areas were actively worked that week and which were left dormant for the week. For those areas actively worked, the report will briefly state the work performed in the area that week and the progress toward final state condition of the area (e.g., "grubbing in progress," "grubbing complete," "rough grading in progress," "rough grading complete," "finish grading in progress," "finish grading complete," "permanent seeding completed," "area fully stable and temporary erosion controls removed," etc.).
- 8) For each area open to construction, the report will list the erosion and sedimentation control measures installed, maintained, or removed during the week.
- 9) For each erosion control measure in place, the report will note the condition of the measure and any maintenance performed to bring it to standard.

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Third Party Inspection Form

This report is prepared by a Third Party Inspector to meet the requirements of the Third Party Inspector Condition attached as a Special Condition to the Department Order that was issued for the project identified below. The information in this report/form is not intended to serve as a determination of whether the project is in compliance with the Department permit or other applicable Department laws and rules. Only Department staff may make that determination.

TO: PM Anne H. H. (your name)	FROM:
PROJECT NAME/ LOCATION:	DEP #:
DATE OF INSPECTION:	DATE OF REPORT:
WEATHER:	CONDITIONS:

SITE CHARACTERISTICS

# ACRES OPEN:	# ACRES ACTIVE:	# ACRES INACTIVE:
LOCATION OF OPEN LAND:	LOCATION OF ACTIVE LAND:	LOCATION OF INACTIVE LAND:
OPEN SINCE:	OPEN SINCE:	OPEN SINCE:

PROGRESS OF WORK

INSPECTION OF	Satisfactory	Minor Deviation (corrective action required)	Unsatisfactory (includes photos)
STORMWATER CONTROL (VEGETATIVE & STRUCTURAL BMP'S)			
EROSION & SEDIMENTATION CONTROL (CONCRETE & EROSION CONTROL)			
OTHER: PERMIT CONDITIONS, ENGINEERING DESIGN, ETC.			

COMMENTS/CORRECTIVE ACTIONS TAKEN (attach additional sheets as necessary.)

Photos (must be labeled with date, photographer and location):

On:		
Original and all copies were sent by email only.		

Exhibit 11 – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
[The Downs - Town Center Subdivision]

This MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made this ____ day of _____, 2023, by and between **CROSSROADS HOLDINGS LLC**, a Maine limited liability company, with a mailing address of 175 Scarborough Downs Road, Suite 113, Scarborough, Maine 04074 (hereinafter referred to as “Crossroads Holdings”) and the **TOWN OF SCARBOROUGH**, a Maine municipal corporation with a mailing address of P.O. Box 360, Scarborough, Maine 04070-0360 (“Town”). Crossroads Holdings, its successors and assigns, and the Town are herein each referred to as a “Party” and collectively as the “Parties”.

WHEREAS, Crossroads Holdings is the owner of certain land located in The Town of Scarborough, County of Cumberland and State of Maine, being depicted on the plan titled “Subdivision Plan, Town Center District Subdivision, Market Street, Scarborough, Maine,” made for owner of record Crossroads Holdings, LLC by Owen Haskell, Inc., dated April 3, 2023, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the “Subdivision Plan”), and consisting of a portion of the premises described in a (a) a Quitclaim Deed with Covenant from Davric Maine Corporation to Crossroads Holdings LLC, dated January 3, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34573, Page 150; and (b) a Quitclaim Deed with Covenant from Dongle LLC, dated March 15, 2022 and recorded in the Cumberland County Registry of Deeds in Book 39264, Page 160 (collectively, the “Property”); and

WHEREAS, Crossroads Holdings, its successors and assigns, intends to develop the Property, and potential future land phases not shown on the Subdivision Plan, as a mixed-use planned development to be known as “The Downs - Town Center Subdivision” (the “Project”); and

WHEREAS, the Project will include central streets known as “Scarborough Downs Road,” and “Market Street,” which will connect U.S. Route One, Payne Road, and Haigis Parkway to the Project, and one local street within the Project to be known as “ Cross Street;” and

WHEREAS, Crossroads Holdings and the Town have agreed that, upon completion of the reconstruction of that portion of Scarborough Downs Road shown on the Subdivision Plan, and the construction of Market Street and Cross Street to Town of Scarborough street standards in accordance with Section XX.C.II.D.3 in the Zoning Ordinance, as approved by the Town of Scarborough Planning Board on January 4, 2023, Crossroads Holdings, its successors and assigns, will dedicate, convey and otherwise deed the fee interest in and to Scarborough Downs Road, Market Street, and Cross Street, as shown on the Subdivision Plan, (collectively, the “Streets”) to the Town, and that Crossroads Holdings, its successors and assigns, and the Town agree that it is in their mutual best interests that the Streets become public ways. Cross Street is currently designed as a dead-end street within this phase of the development. The Town will not consider acceptance of this street until it is connected as depicted on the Master Plan and as required by the Zoning Ordinance.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency being hereby acknowledged, Crossroads Holdings and the Town hereby covenant and agree as follows:

1. Dedication and Acceptance of the Streets. Crossroads Holdings, its successors and assigns, shall execute and deliver to the Town one or more Quitclaim Deeds with Covenant (the "Deed" or "Deeds") conveying the land underlying the accepted Street(s) to the Town, along with any associated utility and access easements as depicted on the approved Subdivision Plan. Each Deed shall describe the Street being conveyed by metes and bounds description prepared by a licensed real estate surveyor. After a determination that the Streets meet the provisions in the Town's Street Acceptance Ordinance, the Town Council may accept the Deeds and may accept the Streets as town ways. The Town will thereafter record the Deeds in the Cumberland County Registry of Deeds and shall maintain the Streets described in the Deeds as town ways and be responsible for all maintenance and repair, except as otherwise set forth herein.

2. Street Standards for Construction Routes. Given that the Streets will serve as construction routes for the build out of the project, these streets will be constructed with the following pavement cross-section: 2.5" binder pavement, 3/4" skinny mix, and 1" of surface pavement. To qualify these streets for dedication and town acceptance as per the subsection above, Crossroads Holdings shall install the 2.5" binder pavement and 3/4" skinny mix sections only. The cost of the final 1" of surface will be held in escrow until which time that the majority of construction traffic utilizing that section of roadway has been completed and/or the street warrants this treatment as determined by the Town.

3. Plowing and Snow Removal. In consideration of the obligations undertaken by Crossroads Holdings, its successors and assigns, the Town agrees that, (a) once Scarborough Downs Road and Market Street have a minimum of binder pavement and skinny mix described in Section 2 above, (b) a liability waiver has been signed by Crossroads Holdings, its successors and assigns, releasing the Town of responsibility associated with damage incurred by plowing operations, and (c) the Streets are the main access route for a lot that has received a certificate of occupancy within the Project, that the Town will plow Scarborough Downs Road and Market Street regardless of whether or not such Road or Street has been formally accepted by the Town as of that time. From and after the commencement of the Town's plowing obligations under this Section, the Town shall be responsible for plowing only that portion of Scarborough Downs Road and Market Street that are used for typically vehicular movement within the curblane of the Road, excluding the plowing and removal of snow from the street-side parking spaces until the street is formally accepted by Town Council. Upon acceptance of public streets by Town Council as defined above, the Town's plowing obligation will include that portion of the street from curb line to curb line, including street-side parking, however exclude plowing of sidewalks. Crossroads Holdings, its successors and assigns, shall be responsible for plowing and snow removal in all areas outside the travel ways and shoulders for the streets, including but not limited to the sidewalks and street-side parking spaces until which time the Town Council accepts the streets as public, at which time the Town will begin plowing and snow removal operations in the street-side parking areas.

4. Trees and Plantings. After acceptance of the Streets, the Town shall be responsible for basic maintenance and replacement of all trees and plantings, the bases of which are located within the Streets' boundary lines, including the trees and plantings that are located within the planted medians, in conformance with typical Town policy, and Crossroads Holdings, its successors and assigns, shall be responsible for the maintenance and replacement of all trees and plantings in the Project, the bases of which are located outside the Streets' boundary lines. It is acknowledged that Crossroads Holdings will undertake the seasonal maintenance and landscaping (mulch etc.) of the trees and plantings within street boundary lines, including the trees and plantings that are located within the planted medians in conjunction with undertaking such activities in regard to the trees and plantings on its own property and that this will be more cost effective for the Town.

5. Kiosks, Mailboxes, and Signage. The Project may include one or more of the following: covered mailbox kiosks and associated siting walls, bicycle racks, and landscaping that will be for use by the lot owners within the Project. Similarly, campus signage is planned within the Project and will be sited in various locations, including within the public Street right-of-ways, as reviewed and approved by the Planning Board. Any such kiosks, mailboxes, signage and associated improvements will be allowed for by the Town in accordance with the Zoning Ordinance and approved plans, but Crossroads Holdings, its successors and assigns, shall be responsible for the maintenance, repair and replacement of these Project amenities.

6. Stormwater Facilities. After acceptance of the Streets, the Town shall be responsible for the maintenance, repair and replacement of that portion of the stormwater and drainage facilities and improvements located in the public right-of-ways, such as manholes, catch basins, pipes, underdrains and culverts, to the point that the stormwater leaves the right-of-way. Crossroads Holdings, its successors and assigns, shall be responsible for the maintenance, repair and replacement of the remaining portions of the stormwater and drainage facilities, stormwater ponds, and improvements serving the Project that treat and store stormwater. Easements to enable emergency access to the stormwater management systems outside of the public right-of-way shall be provided to the Town of Scarborough, however it does not alter the maintenance and operations responsibilities of the systems from Crossroads Holdings.

7. Transfer to Associations, etc. Crossroads Holdings shall have the right at any time to transfer any or all of its rights and obligations under this Agreement to The Downs – Town Center Master Association, any neighborhood non-profit association, or any master nonprofit corporation created in connection with the Project, or any portion thereof, or such other third party(ies) as mutually agreed upon by the Town and Crossroads Holdings. Crossroads Holdings shall give written notice of such assignment to the Town. Upon such assignment, Crossroads Holdings shall be relieved of all rights and obligations created by this Agreement and from and after the date of the assignment, the Town shall look exclusively to Crossroads Holdings' assignee for the performance of all obligations and duties hereunder.

8. Reserved Re-naming Right. Crossroads Holdings, its successors and assigns, reserves the right to rename Scarborough Downs Road, or any portion thereof, prior to acceptance by the Town and with approval by the Town's addressing officer. After the acceptance, Crossroads Holdings may propose any name change of Scarborough Downs Road to be approved by the Town

Council pursuant to Section IV of the Street/Development Names & Numbers Ordinance.

9. Enforcement. In the event that any Party is required to take any action to enforce the terms of this Agreement, the Party against whom enforcement is obtained shall be responsible for payment of the enforcing Party's costs of enforcement, including attorney's fees.

10. Duplicate Originals/Counterparts. This Agreement may be executed in duplicate, each of which shall be deemed an original. This Agreement may also be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument. If requested by either Party, a copy of this Agreement may be recorded in the Cumberland County Registry of Deeds.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties in regard to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein. The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement by any of the persons or entities released hereby, or any of their employees, agents or legal representatives not set forth herein with regard to the subject matter, basis or effect of this Agreement or otherwise. Modification of this Agreement shall be of no force and effect unless in writing and executed by all Parties sought to be bound by the modification. After the date of any assignment by Crossroads Holdings to an assignee, no amendment may create any obligations applicable to Crossroads Holdings.

12. Binding Effect. This Settlement Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, personal representatives and assigns.

13. No Third Party Beneficiaries. Except as set forth below, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties hereto and their respective successors, permitted assigns, heirs, legatees and personal representatives, as the case may be, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any right of subrogation or action over or against any party. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

14. Governing Law, Venue. The Parties acknowledge and agree that they have met and negotiated the terms of this Agreement within the State of Maine and that they intend for this Agreement to be governed by Maine law. Therefore, the Parties agree that the internal law, not the law of conflicts, of the State of Maine shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. All disputes under or in any way related to this Agreement shall be resolved only in the state courts of the State of Maine and all Parties hereby submit to the jurisdiction of such courts.

[SIGNATURE PAGE TO FOLLOW]

WITNESS its hand and seal on the date set forth above.

CROSSROADS HOLDINGS LLC

WITNESS:

By: _____
Name: _____
Its: Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2023

Personally appeared before me the above-named _____, Manager of Crossroads Holdings LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Crossroads Holdings LLC.

Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____

WITNESS its hand and seal on the date set forth above.

TOWN OF SCARBOROUGH

WITNESS:

By: _____
Thomas Hall
Its: Manager, Duly Authorized by the Town Council on _____.

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2023

Personally appeared before me the above-named Thomas Hall, Town Manager of the Town of Scarborough, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Scarborough.

Notary Public/Maine Attorney-at-Law
Print Name: _____
My commission expires: _____